

Blackstone-Millville Regional School District

AGREEMENT

This agreement is for the establishment of a Regional School District for the towns of Blackstone and Millville (hereinafter referred to as "member towns"), pursuant to the provisions of Massachusetts General Law (hereinafter referred to as "MGL"), Chapter 71, in the Commonwealth of Massachusetts.

SECTION I TYPE OF REGIONAL SCHOOL DISTRICT

(A) The Regional School District (hereinafter referred to as the "District") shall include all grades from pre-kindergarten through twelve (hereinafter referred to as "PK - 12"), inclusive.

(B) The Regional School District School Committee (hereinafter referred to as the "Committee") is hereby authorized, in its discretion, to establish and maintain State-aided vocational education, acting as trustees therefor, in accordance with the provisions of MGL, Chapter 74, and acts amendatory thereto or dependent thereon.

SECTION II THE REGIONAL DISTRICT SCHOOL COMMITTEE

(A) The District herein shall be called the "Blackstone - Millville Regional School District." The Committee shall consist of eight members, four from each member town. Each member must be elected consistent with the process outlined in this section.

(B) The members of the Committee shall continue to serve until their respective terms end and until their respective successors are elected or appointed and qualified as provided in Subsection (C) unless recalled under Section XII.

(C) Elections.

(1) Members of the Committee shall be elected by all of the voters of the District with residency requirements in districtwide elections to be held annually, pursuant to Chapter 209 of the Acts of 1982, as amended, to be held on the first Monday of April or on the same date selected by the District and agreed to by both member towns in each year as hereinafter provided. The term of office of each elected member shall be four years and shall continue until a successor is elected or appointed and qualified. At every annual districtwide election, there shall be elected to the Committee one member from each member town.

(2) Statement of Candidacy and Petition.

Persons who are residents of a member town and are qualified to vote for town officers where they reside shall be entitled to have their names printed on the ballot to be used at

an annual district-wide election if, at least forty-nine (49) days before the date for holding such election, they file with the Town Clerk's Office in the member town in which they reside a written statement of their candidacy and with it a petition signed by at least 35 (thirty-five) persons who reside in one or more of the member towns and who are qualified to vote for town officers where they reside.

STATEMENT OF CANDIDATE

I, (_____), on oath declare that I reside at (number, if any) (_____) on (name of street) (_____) in the Town of (_____); that I am qualified to vote for town officers therein; that I am a candidate for membership on the Blackstone - Millville Regional District School Committee for a term of [four years] (_____ years to fill a vacancy) to be voted for at the annual District-wide election to be held on the first Monday of April or on the same date selected by the District and agreed to by both member towns and I request that my name be printed as such candidate on the ballot to be used at said annual District-wide election.

(Signed) _____

Commonwealth of Massachusetts, _____ ss.

Subscribed and sworn to on this _____ day of _____, _____, before me.

(Signed) _____

Justice of the Peace or Notary Public

PETITION ACCOMPANYING STATEMENT OF CANDIDATE

Whereas (name of candidate) (_____) is a candidate for membership on the Blackstone - Millville Regional District School Committee for a term of [four years] (_____ years to fill a vacancy), we, the undersigned, whose residences are as shown below and who are each qualified to vote for town officers where we reside, do hereby request that the name of said (name of candidate) (_____) as a candidate for said office be printed on the ballot to be used at the annual District-wide election to be held on Monday, the _____ day of April, _____.

The petition, which may be on one or more papers, need not be sworn to. The registrars of voters of the member towns shall cooperate with one another for the purpose of determining the sufficiency of signatures on petitions and shall deliver such petitions and candidates' statements with written indications of the registrars' determinations to the Secretary of the District at least 35 days before the date for holding the annual District-wide election. There shall not be printed on the ballot for the use at such annual District-wide election the name of any person as a candidate, unless that person shall have filed, within the time herein prescribed, the statement and petition herein described.

(3) At least ten (10) days before the date for holding the annual districtwide election, the Secretary shall post in a conspicuous place in each town hall within the District the names and residences of the candidates who have duly qualified as such, as they are to appear on the ballots to be used at the annual districtwide election, and shall cause the ballots which shall contain said names, with a designation of residence, and of the office and term of service, to be printed, and the ballots so printed shall be official and no others shall be used at the annual election, except as provided in Clause (5) of this subsection. The names of candidates shall be arranged on the ballot by member town and

for each town alphabetically according to their surnames except that names of elected incumbents who are candidates for reelection shall be placed first on the ballot in alphabetical order according to their surnames and the names of all other candidates shall follow in like order. There shall be printed on such ballots such directions as will aid the voter, as, for example: "vote for one," "vote for not more than four," and the like.

(4) Annual District-wide elections under this subsection shall be called by a warrant which shall be addressed to the residents of the member towns qualified to vote for town officers where they reside and signed by the Committee which shall set forth the date of the election, the polling places, which shall not be less than one in each member town, the hours at which the polls will be opened and closed and the number of members resident in each town who are to be elected. Notice of each District-wide election shall be given by posting a copy of the warrant attested by the Secretary in at least one public place in each member town and by publishing a copy thereof at least once in a newspaper of general circulation in the District seven days at least before said election. A certificate of the Secretary shall be conclusive evidence of the posting and publication of the warrant. The number and location of the polling place or places in each member town shall be determined by the Chairman of the Committee after consultation with the Selectmen of such town; and the hours during which all the polls in the District are open shall be uniform throughout the District, provided that they shall be opened not earlier than 9:00 a.m. nor later than 12:00 noon, and shall be kept open at least eight hours, but in no event later than 8:00 p.m. The Secretary shall be responsible for preparing the ballots used at the District-wide election, and the order of the names appearing thereon and any necessary instructions to voters shall be determined in accordance with Clause (3) of this subsection. The District-wide election officials of each member town shall certify the results of the election to the Committee which shall tabulate such results at a meeting of the Committee; and the Chairman of the Committee shall thereupon announce the names of the persons elected to membership on the Committee. Thereafter the certifications of the municipal election officials and the tabulations of the Committee shall be kept by the Secretary with the records of the District. Promptly after their election, members of the Committee shall be sworn to the faithful discharge of their duties by the Secretary or by the Clerk of the town in which they reside, and in each case a record of such oath shall be made and kept by the Secretary or delivered to the Secretary by such Clerk. Except as provided herein, the election shall be conducted in each member town in the same manner as Town elections for the election of town officers. The expenses of that part of an election under this section which is conducted in a member town shall be borne by such town.

(5) Notwithstanding the provisions of Clauses (1), (3) and (4) of this subsection, if in any year the annual districtwide election coincides with elections of town officers in all of the member towns, the Committee shall arrange with the appropriate officials of the towns for the official ballots used by the towns at such elections to also contain the instructions and names in the same order of candidates for election to membership on the Committee, and no separate ballot shall then be used for the election of Committee members.

(D) If for whatever reason a vacancy on the Committee occurs, including a situation in which no candidate is elected at a particular election, the following process will be followed. The remaining members of the Committee shall give written notice thereof, within one month of said vacancy, to the Blackstone Board of Selectmen or the Millville Board of Selectmen from the town concerned, who, with the remaining members of the Committee from the town

concerned, shall, after one week's notice and within one month of said notice, appoint, by roll-call vote, another person who is a resident of the same member town as the former member of the Committee to fill the vacancy.

If the remaining members of the Committee fail to give said notice within the time herein specified, the Board of Selectmen from the town concerned shall call a meeting within thirty (30) days and include the remaining Committee members from that town to fill such vacancy.

A majority of the votes of the persons entitled to vote shall be necessary for such appointment. The person so appointed shall serve as a member of the Committee until the next annual District-wide election and at such election a successor shall be elected to serve the balance of the unexpired term for which the former member was serving, if any. Vacancies caused by the recall of a member are filled by the process in Section XII.

(E) The Committee shall have all the powers and duties conferred and imposed upon school committees by law and conferred and imposed upon it by this Agreement, and such other additional powers and duties as are specified in MGL Chapter 71, Section 14 to 16I, inclusive, and any amendments thereof or additions thereto now or hereafter enacted, or as may be specified in any other applicable general law or in any applicable special law.

(F) At the first regular meeting following the annual District-wide election, the Committee shall organize and elect by ballot a Chairperson and a Vice Chairperson from its own membership and elect a Treasurer and a Secretary who may be the same person, but who need not be members of the Committee. All of these officers to be elected annually. At such organizational meeting or at any other meeting, the Committee shall fix the time and place for its regular meetings and provide for the calling of special meetings, and may choose such other officers, to be elected annually, as it deems advisable and prescribe their powers and duties. The Chairperson may appoint members to serve on subcommittees annually.

(G) The Committee shall exercise sole jurisdiction over the education of students in grades PK - 12, inclusive.

(H) The quorum for the transaction of business shall be a majority of the Committee, including at least two from each member town, but a number less than the majority may adjourn. For items requiring action at a meeting, unless specified differently in law or in other sections of this Agreement, a motion will pass if agreed to by a majority of the members present and voting.

SECTION III STUDENTS

(A) Students residing outside the District may attend a District school in grades PK - 12 upon approval of the Committee in accordance with applicable law.

(B) The Committee is hereby authorized, in its discretion, to accept post-graduate students in vocational programs and non-vocational students who have graduated from high school for one (1) year and to establish appropriate tuition from that student in accordance with State laws and regulations.

(C) Students with disabilities receiving services under the provisions of MGL, Chapter 71-B, as amended, shall attend schools as designated by the Special Education Administrator, in accordance with an approved Individual Education Plan, and approved by the Superintendent.

(D) Grade configurations in each school are established by the Committee. Students shall attend schools on the recommendation of the Superintendent and vote of the Committee. Any proposed change in grade level school assignment (not including students with disabilities) shall include a public hearing before a positive Committee vote of at least two-thirds (2/3) of all Committee members. This vote must take place at least by January 1 in order for that change to be implemented in the following school year.

(E) In the event that a school located in a particular member town is rendered unusable, the Committee, upon the recommendation of the Superintendent, may temporarily reassign the students attending said school to an alternate location or to the schools of the other member town. If the student relocation is expected to be less than two (2) weeks, the Superintendent may make this decision without a Committee vote.

SECTION IV LOCATION AND LEASE OF SCHOOLS

(A) All schools which are part of the District shall be located in member towns. Any new schools constructed within the District shall be located at a site or sites within the member towns and determined by the Committee.

(B) The Towns of Blackstone and Millville are each hereby authorized to lease to the District town-owned school buildings, facilities, and grounds. Each of the leases authorized above shall be for a term not in excess of 20 years. Each of the leases shall contain a provision for the extension of the term thereof for an additional term not in excess of 20 years, renewable at any time during the term, at the option of the Committee. No rental shall be charged to the District by either of the member towns. In the event of withdrawal of either of the member towns from the District, leases from both member towns shall be terminated at the time of such withdrawal. Each lease involving a member town shall be on such other terms as may be determined by the Selectmen thereof and the Committee who shall execute the lease for the member Town and the District, respectively.

(C) Each of the leases referred to in Subsection (B) shall contain provisions authorizing the District to construct and equip additions (and, in connection therewith, to make renovations) to school buildings leased to it by each of the member towns, and to construct and equip school buildings to replace school buildings leased to it by each of the member towns, as if it were the owner thereof; provided, however, that in each instance the District shall have first obtained the written consent of the Selectmen of the member town in which the school building involved is located. All capital costs, as defined in Section VI (A), incurred by the District in any such undertaking shall be borne solely and exclusively by the member town in which the town-owned school building involved is located and shall be paid to the District as provided in Section VI (C). All funds, whether in the nature of reimbursements, grants or otherwise, credited to or received by the District for any such undertaking shall be credited in their entirety to such member town.

(D) Capital costs for town-owned school buildings, facilities, and grounds that are the responsibility of the member town from which they are leased shall include building modifications to the structure and systems that exceed \$25,000 per occurrence and will be paid directly by the Town or fully assessed to that member town.

(E) Each member town shall insure, at the town's expense, any buildings, facilities, and grounds so leased to the District as per the specific lease agreement.

SECTION V BUDGET

(A) Budget: The Committee shall annually determine the District's budget consistent with the timelines, terms and requirements of MGL, Chapter 71, Section 16B, as amended, and other pertinent provisions of law and consistent with regulations promulgated by the Department of Elementary and Secondary Education (hereinafter referred to as "DESE").

(B) Public Budget Hearing and Budget Approval

After conducting a public hearing, consistent with MGL, Chapter 71, Section 38N, as amended, the Committee, by a minimum two-thirds (2/3) vote of all its members, shall annually approve an operating, capital/debt and transportation budget for the next fiscal year to maintain and operate the District. The hearing will be posted in accordance with the Open Meeting Law in advance of the hearing, stating the time, place and purpose of the hearing at which it shall present the proposed District tentative budget and shall answer any reasonable inquiries with respect thereto. Following the public hearing on the tentative budget, the Committee may make any such modifications to its tentative budget as it may deem necessary or desirable. The Committee will approve a final budget and submit it to the District Treasurer, Chair of the Board of Selectmen and Chair of the Finance Committee of both member towns.

The budget will be itemized in such detail consistent with DESE regulations. Such budget shall be adopted not later than forty-five (45) days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held, but in no event later than March 31, provided that said budget need not be adopted earlier than February 1. The amounts so apportioned under Section VI for each member town shall be certified by the District Treasurer to the Treasurers of the member towns according to MGL, Chapter 71, Section 16B, as amended. The annual budget, as adopted by a two-thirds (2/3) vote of all of the members of the Committee, must be approved by a simple majority vote at both member town meetings. If a budget is not approved by both member towns, the District shall follow the process to approve a final budget as stated in MGL, Chapter 71, Section 16B, as amended.

(C) Amendments to Approved Budgets [CMR 603 41.05 (5)]

(1) The Committee may propose, with a two-thirds (2/3) vote, an amendment to a previously approved budget. If such amendment results in an increase in the total amount of the budget or an increase in assessment for any member, such amendment shall be submitted to the local appropriating authorities for their approval. The Treasurer of the District shall submit the proposed amendment to the member towns within seven (7) days from the date of the Committee vote. The local appropriating authority of both

member towns shall have forty-five (45) days from the date of the Committee's vote to meet and consider the amendment. The proposed amendment shall be effective if it is approved by both of the member towns.

(2) If a local appropriating authority does not vote on the proposed amendment within the 45-day period and that local appropriating authority has previously appropriated funds for its assessment in an amount greater than or equal to the member town's assessment for the amended budget, that member shall be deemed to have approved the amended budget.

(3) If a proposed amendment to a previously approved budget does not increase the total amount of the budget and reduces or leaves unchanged the assessment for every member, the amendment shall not require approval by the local appropriating authorities and shall be effective upon a two-thirds (2/3) vote of the Committee.

(4) If the Commissioner adjusts the required local contribution of any member town or member towns subsequent to the approval of the budget, the Committee shall propose an amendment to the budget to reflect such adjustments.

(5) Whenever a member town's assessment is reduced to a smaller amount than previously appropriated by the local appropriating authority, the appropriation shall automatically be deemed to be reduced to such lesser amount.

SECTION VI APPORTIONMENT AND PAYMENT OF COSTS INCURRED BY THE DISTRICT

(A) Classification of Costs

For the purpose of apportioning assessments by the District to the member towns, costs shall be divided into three (3) categories: operating costs, capital/debt costs, and transportation costs. The District shall prepare one budget that shall include the funds necessary to support the operating, transportation, and capital/debt needs of the District and shall allocate such amounts among the member towns.

(1) Operating costs shall include all costs except capital/debt and transportation costs, but shall include interest on temporary notes issued by the District in anticipation of revenue.

(2) Capital/Debt costs shall include all expenses described in DESE's Chart of Accounts in the 7000-function code as may be modified by DESE from time to time including the payment of principal of and interest on bonds, notes or other obligations of the District to finance such debt.

Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing, reconstructing or adding to a school building or buildings, the cost of replacing or remodeling or making unusual or extraordinary repairs or performing unusual or extraordinary maintenance to a school building or buildings, including its component systems, such as heating, ventilating, air conditioning, electrical and mechanical systems, the cost of constructing sewerage

systems or sewage treatment and disposal facilities or the cost of the purchase and use (excluding, however, ordinary and usual sewer usage charges) of such systems with a municipality, including without limitation the cost of original and replacement equipment and furnishings for such school building or buildings or additions, plans, architects, and consultants' fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewage treatment and disposal facilities and any premises related to the foregoing in operating condition. Debt costs shall also include payment of principal of and interest on bonds or other obligations issued by the District to finance capital costs.

(3) Transportation costs will include all costs related to the transportation of all students who are transported by the District to and from school.

(B) Assessment of Operating Costs

(1) The operating costs assessed to each member town will consist of each member town's Minimum Local Contribution (MGL, Chapter 70, as amended) and each member town's share of Above Minimum Local Contribution.

(2) The aggregate Above Minimum Contribution is arrived at by subtracting from the Operating Budget the following: Chapter 70 state aid, the Minimum Required Combined Local Contributions of both member towns, and other general revenue sources to the District (e.g., interest, tuition payments, fees, etc.).

This formula is illustrated below:

Operating Budget (which excludes capital/debt, and transportation)

- (minus) Chapter 70 aid (as calculated by DESE)
- (minus) Minimum Required Combined Local Contributions of both member towns (as calculated by DESE)
- (minus) Other general revenue sources to the District
- = (equals) Total Above Minimum Contribution for all member towns

(3) The Above Minimum operating costs shall be apportioned to the member towns on the basis of their respective student enrollments in the PK - 12 District. Each member town's share of operating costs, as aforesaid, for each such fiscal year shall be determined by computing to the nearest 1/100 of 1% the ratio which that town's student enrollment in the District schools on the October 1 next preceding the first day of the fiscal year for which the apportionment is determined bears to the total in-district student enrollment from all the member towns in the District on the same date.

(C) Assessment of Capital/Debt Costs

(1) Capital costs attributable to buildings owned by the District (but not capital costs attributable to any school leased by a member town to the District as provided in Section IV) be apportioned to the member towns on the basis of their respective student enrollments in the PK - 12 District. Each member town's share of capital costs, as aforesaid, for each such fiscal year shall be determined by computing to the nearest 1/100 of 1% the ratio which that town's student enrollment in the PK - 12 District on the October 1 next preceding the first day of the fiscal year for which the apportionment is

determined bears to the total student enrollment from all of the member towns in the District-owned buildings on the same date.

(2) Capital costs attributable to any school leased by a member town to the District, as provided in Section IV, shall be either paid directly by the Town or assessed entirely to that member town.

(3) Debt shall include the payment of principal of and interest on bonds, notes or other obligations of the District to finance such debt for District-owned buildings. The ratio of debt between the member towns shall change annually based on the ratio of student enrollment between the two member towns as described in (C) (1) above.

(4) Debt for capital projects in any school leased by a member town to the District and paid by the District shall be assessed entirely to that member Town.

(D) Assessment of Transportation Costs

The transportation portion of the assessment shall be calculated by reducing the District's transportation costs by the amount of Chapter 71 Transportation reimbursement. The remaining amount shall be allocated to the member towns based on each member town's proportionate share of students enrolled in District schools as of October 1 of the preceding fiscal year for which the apportionment is determined.

(E) Total Assessment to Each Member Town

The total assessment to each member town shall be the sum of the minimum local contribution, the above minimum local contribution, transportation, and capital/debt, as calculated above.

(F) Times of Payments of Apportioned Costs

The fiscal year and times or period of the District shall be the same as the fiscal period of the member towns as provided by law, and the word year or fiscal year as it relates in this Agreement to a fiscal or budget year shall mean the fiscal year of the District. Notwithstanding any contrary provisions of this Agreement, the dates on or before which the respective percentages of the annual share of costs of the District apportioned to each member town shall be paid as follows:

On or before July 15	at least 20%
On or before September 15	at least 40%
On or before November 15	at least 60%
On or before February 15	at least 80%
On or before May 15	at least 100%

SECTION VII INCURRING OF DEBT

(A) The Committee may vote to incur debt consistent with the terms and conditions of MGL, Chapter 71, Section 16, as amended. At the time of taking action to incur debt, and except for the incurring of temporary debt in anticipation of revenue, the Committee, by two-thirds

(2/3) vote, will choose either the process that appears in MGL, Chapter 71, Section 16 (d), as amended, or MGL, Chapter 71, Section 16 (n), as amended. The default method to incur debt outlined in subsection (d) will be used in the event the choice of subsection 16 (d) or 16 (n) is not approved by a two-thirds (2/3) vote of the Committee.

(1) Chapter 71, Section 16 (d) states in part: written notice of the amount of the debt and of the general purposes for which it was authorized shall be given to the Board of Selectmen in each of the member towns comprising the district not later than 7 days after the date on which the debt was authorized by the Committee; provided further, that no debt may be incurred until the expiration of 60 days after the date on which the debt was authorized; and provided further, that before the expiration of this period any member town of the District may hold a town meeting for the purpose of expressing disapproval of the amount of debt authorized by the Committee, and if at that meeting a majority of the voters present and voting express disapproval of the amount authorized by the Committee, the debt shall not be incurred.

(2) Chapter 71, Section 16 (n) states in part: the vote of the Committee authorizing such debt must be approved by a majority of the registered voters in the member towns voting on the question at an election.

(B) Not later than seven days after the date on which the Committee authorizes the incurring of debt, other than temporary debt in anticipation of revenue to be received from member towns, written notice of the date of said authorization, the sum authorized, and the general purpose or purposes for authorizing such debt shall be given to the Board of Selectmen in both member towns. Debt may be incurred by the District, if approved by the member towns in accordance with the Committee's chosen method under MGL, Chapter 71, Section 16 (d), as amended, or MGL, Chapter 71, Section 16 (n), as amended.

SECTION VIII TRANSPORTATION

School transportation shall be provided by the District and the cost thereof shall be apportioned to the member towns as described in VI (D).

SECTION IX AMENDMENTS

(A) This agreement may be amended from time to time in the manner hereinafter provided, but no amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other evidences of indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the District and the reapportionment accordingly of construction costs of the District represented by bonds or notes of the District then outstanding and of interest thereon.

(B) Any proposal for amendment may be initiated by a majority vote of all the members of the Committee or by a petition signed by 10% of the registered voters of any one of the member towns. In the latter case, said petition shall contain at the end thereof a certification by the Town Clerk of such member town as to the number of registered voters in said town

according to the most recent voting list and the number of signatures on the petition which have been determined to be the names of registered voters of said town, and said petition shall be presented to the Secretary of the Committee. In either case, the Secretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen of both member towns that a proposal to amend this agreement has been made and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The Selectmen of both member towns shall include in the warrant for the next Annual or a Special Town Meeting called for the purpose an article stating the proposal. Such amendment shall take effect upon its acceptance by both member towns, acceptance by each member town to be a majority vote at a Town Meeting, and by the Commissioner of DESE (hereinafter referred to as the "Commissioner").

SECTION X ADMISSION OF NEW MEMBER TOWNS

(A) By an amendment of this Agreement adopted under and in accordance with Section IX above, any other town or towns may be admitted to the District upon adoption as therein provided of such amendment and upon acceptance at a Special or Annual Town Meeting by a majority vote by the town or towns seeking admission of the Agreement as so amended and also upon compliance with such provisions of law as may be applicable and regulations, such as, CMR 603, 41.05 (6), as amended, and such terms as may be set forth in such amendment.

(B) The Committee, prior to the admittance of a new member town, will have the option of establishing an additional amount to that new member town to be paid to the District. This additional cost will be clearly articulated to the potential new member town(s) and will be made clear to the voters prior to that new member town's vote on admission to the District.

(C) A new member town may be admitted to the District as of July 1 of any fiscal year, provided that all requisite approvals for such admission, including the Commissioner's approval, shall be obtained no later than the preceding December 31st.

SECTION XI WITHDRAWAL OF MEMBER TOWNS

(A) The withdrawal of a member town from the District may be effected by an amendment to this Agreement in the manner hereinafter provided by this section. Either member town's withdrawal from this two-town region will terminate this entire Agreement and both member towns will remain liable for all outstanding debt, including such debt as OPEB (Other Post-Employment Benefits). Either member town seeking to withdraw shall, by vote at an Annual or Special Town Meeting, request the Committee to draw up an amendment to this Agreement setting forth the terms by which such member town may withdraw from the District.

(B) Obligations of Member Towns

With the termination of the District, each member town shall remain: (1) liable for any unpaid operating costs which have been certified by the District Treasurer to the Treasurer of both member towns including the full amount so certified for the year in which such District

dissolution takes effect; (2) liable for its share of the indebtedness, other than temporary debt in anticipation of revenue, of the District outstanding at the time of such District dissolution, and for interest thereon, to the same extent and in the same manner as though the member town had not withdrawn from the District, except that such liability shall be reduced by any amount which any member town has paid over at the time of District dissolution and which has been applied to the payment of such indebtedness; and (3) liable for other liabilities incurred during all times that both member towns were a member of the District (e.g., OPEB). All expenses related to a withdrawal from the District will be borne by the member town(s) which initiate(s) a withdrawal from the District.

Upon dissolution of the District, monies for future payments of funded indebtedness, interest thereon, and/or any other liabilities (e.g. OPEB), shall be used only for such purpose and until so used shall be deposited in a trust specifically named for such purpose.

(C) The Clerk of the member town seeking to withdraw shall notify the Committee in writing that such town has voted to request the Committee to draw up an amendment to the Agreement (enclosing a certified copy of such vote). Thereupon, the Committee shall draw up an amendment to the Agreement setting forth such terms of withdrawal as it deems advisable. The Secretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen of both member towns that the Committee has drawn up an amendment to the Agreement providing for the withdrawal of a member town (enclosing a copy of such amendment). The Selectmen of each of the member towns shall cause to be presented for determination by vote at the next Annual or a Special Town Meeting called for the purpose the question of accepting the proposal. The article in the warrant for such Annual or Special Town Meeting and the question on the official ballot to be used at such meeting shall include the proposal.

(D) The withdrawing town's annual share of any future installment of principal and interest on obligations outstanding on the effective date of its withdrawal shall be fixed at the percentage prevailing for such town at the last annual apportionment made next prior to the effective date of the withdrawal.

(E) A request to withdraw shall become effective only if the amendment to the Agreement is approved by a majority vote of the Committee, is approved by majority vote at an Annual or Special Town Meeting in both of the member towns, is approved by the Commissioner, and can only become effective on a July 1 no less than one full year after the completion of these requirements.

(F) In the event of the withdrawal of a member town from the District, which dissolves the District, any leases (authorized by Section IV (B) of the Agreement) of buildings, facilities, or grounds in the withdrawing town, including any lease entered into subsequent to the acceptance of this Agreement, shall be terminated on the effective date of such withdrawal.

(G) Upon the effective date of withdrawal, the terms of office of all members serving on the Committee shall terminate.

SECTION XII RECALL OF COMMITTEE MEMBERS

(A) As authorized under general or special law, any member of the Committee may be recalled and removed from office by the registered voters of the member towns as herein provided.

(B) Any one hundred and twenty five (125) registered voters who reside in one (1) or more of the member towns may sign and file with the Board of Registrars of the member town in which the member of the Committee sought to be recalled resides an affidavit containing the name of the member of the Committee sought to be recalled and a statement of the grounds for the recall. Opposite every signature shall be added the place of residence of the signer (stating the street number, the street and the town) and the precinct in which the signer resides. The Boards of Registrars of the member towns shall cooperate with one another for the purpose of determining the sufficiency of signatures on the affidavit. The Board of Registrars of the member town with whom the affidavit was filed shall notify the Secretary of the District in writing of the determinations of the Boards of Registrars of the member towns regarding the signatures on the affidavit.

(C) If the determinations of the Boards of Registrars of the member towns indicate that the affidavit contains sufficient signatures, the Secretary of the District shall deliver to the registered voters who signed the affidavit a sufficient number of petitions demanding such recall. The petitions shall bear the facsimile signature of the Secretary of the District and the seal of the District shall be affixed thereto. The petitions shall be dated and addressed to the Committee, shall contain the name of the persons to whom issued, the number of petitions so issued, the name of the member of the Committee sought to be recalled, the grounds for the recall as stated in the affidavit and shall demand the election of a successor to the office. The petitions must be filed with the Board of Registrars of the member town in which the member of the Committee sought to be recalled resides by 4:00 P.M. of the twentieth (20th) day (Saturdays, Sundays and legal holidays excluded) following the date of receipt by the Secretary of the District of the determinations of the Boards of Registrars of the member towns indicating that the affidavit contains sufficient signatures. The petitions must be signed by ten percent (10%) of the total number of the registered voters who reside in both member towns. The signers may reside in one (1) or more of the member towns and opposite every signature shall be added the place of residence of the signer (stating the street number, the street and the town) and the precinct in which the signer resides. The Boards of Registrars of the member towns shall cooperate with one another for the purpose of determining the sufficiency of signatures on the petitions. The Board of Registrars of the member town with whom the petitions were filed shall notify the Secretary of the District in writing of the determinations of the Boards of Registrars of the member towns regarding the signatures on the petitions.

(D) If the determinations of the Board of Registrars of the member towns indicate that the petitions contain sufficient signatures, the Secretary of the District shall certify the same in writing to the Committee within three (3) days (Saturdays, Sundays and legal holidays excluded) following the date of receipt by the Secretary of the District of the determinations of the Boards of Registrars of the member towns indicating that the petitions contain sufficient signatures. The Committee shall give written notice to the member of the Committee sought to be recalled of the receipt of said certification and, if the member of the Committee sought to be recalled does not resign within five (5) days (Saturdays, Sundays and legal holidays excluded) after receipt of said written notice, the Committee shall order an

election to be held on a day fixed by the Committee which shall be not less than sixty (60) days (Saturdays, Sundays and legal holidays excluded) nor more than ninety (90) days (Saturdays, Sundays and legal holidays excluded) following the date of receipt of said certification. If the date for the annual election of town officers in both of the member towns is the same and said date falls within the period set forth above for holding a recall election, the recall election shall be held in conjunction with the election of town officers on said date. A separate ballot shall be used for the recall election. The Committee shall coordinate the recall election with the appropriate officials of the member towns. If a vacancy occurs in the office of the member of the Committee sought to be recalled after a recall election has been so ordered, the election shall nevertheless proceed as herein provided. If the recall election is not held with the annual election of town officers, the Committee shall bear all expenses associated with the recall election.

(E) The member of the Committee sought to be recalled may be a candidate to succeed himself/herself and, unless he/she requests otherwise in writing to the Secretary of the District, the Secretary of the District shall place his/her name on the official ballot without nomination. The nomination of other candidates, the issuance and publication of the warrant for the recall election and the conduct of the recall election shall be in accordance with Subsections C (2), (3) and (4) of Section I, insofar as apt, Subsection G below and the laws of the Commonwealth of Massachusetts relating to elections.

(F) The member of the Committee sought to be recalled shall continue to perform the duties of his/her office until the recall election. If not recalled, he/she shall continue in office for the remainder of his/her unexpired term subject to recall except as provided in Subsection H below. If recalled, he/she shall be deemed removed upon the qualification of his/her successor who shall hold office for the remainder of his/her unexpired term. If his/her successor fails to qualify within fifteen (15) days after receiving notification in writing from the Secretary of the District of his/her election, the member of the Committee recalled shall thereupon be deemed removed and his/her office shall be vacant.

(G) Ballots used in a recall election shall contain the following propositions in the order indicated: For the recall and removal of (name of member of Committee). Against the recall and removal of (name of member of Committee). Under the foregoing propositions shall appear the word "Candidates" and the direction "vote for one" and beneath the foregoing the name of the member of the Committee sought to be recalled (unless he/she has requested otherwise as provided in subsection E above) and the names of the other candidates nominated as hereinbefore provided. In the event that the recall and removal of the member of the Committee passes, the candidate receiving the greatest number of votes shall be deemed elected.

(H) No recall affidavit shall be filed against any member of the Committee within three (3) months after he/she takes office nor, in the case of a member of the Committee previously subjected to a recall election and not recalled and removed thereby, until at least six (6) months after that election. Also, no person shall be subject to recall if his/her term of office expires within six (6) months of the filing of the affidavit.

(I) A member of the Committee who has been recalled and removed from his/her office or who has resigned from his/her office while recall proceedings were pending against him/her shall not thereafter be eligible for appointment as a member of the Committee for a period of two (2) years after such removal by recall or resignation.

XIII REGIONAL AGREEMENT REVIEW

(A) Recognizing that over time circumstances often change, and intending that this Agreement should continue to serve the best interests of the member towns, the Committee shall, at least at five-year intervals, establish an ad hoc advisory group composed of knowledgeable persons to study this Agreement and report to the Committee as to whether or not any changes to this Agreement might be beneficial in light of the then prevailing conditions. The Committee shall give any such ad hoc advisory group's report due consideration, but may exercise its discretion as to whether or not it will implement any of the group's recommendations.

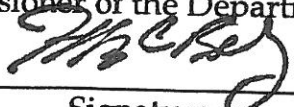
(B) This ad hoc advisory group will be composed of two (2) members of the Committee (one (1) from each member town) appointed by the Committee and four (4) members of the member towns (two (2) from each member town) appointed by the respective Boards of Selectmen. All members of the ad hoc advisory group shall be appointed for a term of one (1) year or may be extended for an additional period to complete its review at the option of the Committee. The Superintendent and the School Business Administrator shall be ex-officio members.

IN WITNESS WHEREOF, this Agreement has been executed as of _____.

Regional School
Committee: _____ Date: _____
Signature
_____ (BMRSD Chair)
(typed name)

Town of
Blackstone: _____ Date: _____
Signature
_____ (Town Clerk or Selectboard Chair)
(typed name)

Town of
Millville: _____ Date: _____
Signature
_____ (Town Clerk or Selectboard Chair)
(typed name)

Commissioner of the Department of Elementary and Secondary Education:
 _____ Date: 12/2/2020
Signature (typed name)

IN WITNESS WHEREOF, this Agreement has been executed as of

November 14, 2020.

Regional School

Committee: Jane C. Reggio (Chair) Date: 11.15.2020

Jane C. Reggio

(typed name)

Town of

Blackstone: Robert Dubois Date: 11-22-20

Robert Dubois

(Chair, Board of Selectmen)

(typed name)

Town of

Millville: Erica Blake Date: 11-25-2020

Erica Blake

(Chair, Board of Selectmen)

(typed name)

Commissioner of the Department of Elementary and Secondary Education:

_____ Date: _____

Jeffrey Riley

(typed name)

**TOWN OF BLACKSTONE
RESULTS OF THE SPECIAL TOWN MEETING
NOVEMBER 14, 2020**

The meeting was called to order at 10:00 a.m. by Town Clerk, Tara Sullivan, who declared a quorum. There were 86 registered voters in attendance.

A motion was duly made and seconded to dispense with the reading of the warrant for the Annual Town Meeting.

UNANIMOUS VOICE VOTE

A motion was duly made and seconded to waive Chapter 5, Section 8, of the Town Bylaws to allow the following nonresidents to participate in discussion at the Annual Town Meeting: Patrick J. Costello, Esq., Louison, Costello, Condon & Pfaff LLP; Lauren Taylor, Town Accountant; Dr. Jason DeFalco, Superintendent of Schools, Blackstone-Millville Regional School District; and Jane Reggio, Chairwomen of the Blackstone-Millville Regional School District Committee.

UNANIMOUS VOICE VOTE

A motion was duly made and seconded to take all votes requiring a two-thirds majority in the same manner as when a majority vote is required (as permitted by G. L. Ch. 39, Section 15, as amended by Acts of 1996, Ch. 448, Section 2).

UNANIMOUS VOICE VOTE

Chairman of the Finance Committee, John Wozniak, read Article 1 as written and recommended by the Finance Committee.

ARTICLE 1 The Finance Committee recommends, and I so move, that the Town vote not to approve acceptance of the Blackstone-Millville Regional School District Amended Regional Agreement as presented by the School Committee on April 27, 2020.

Mr. John Wozniak, 194 Farm Street, Chairman of the Finance Committee, expressed his concern with the proposed Regional Agreement Amendment. He stated that he feels as though the proposed agreement will not benefit the Town of Blackstone.

Mr. Daniel Keefe, 269 Main Street, moved to amend the motion as follows: move that the Town vote to approve acceptance of the Blackstone-Millville Regional School District Amended Regional Agreement as presented by the School Committee on April 27, 2020.

Mr. Keefe explained that this Agreement Amendment will create a fair and equitable school district for all students to be educated in.

Ms. Sarah Williams, 70 Edgewater Drive, Blackstone-Millville Regional School District Committee Member, and the Chairwomen of the Blackstone-Millville Regional School District Regional Agreement Amendment Committee, spoke in favor of passing the Regional Agreement Amendment.

Mr. Joseph Gatchell, 194 Blackstone Street, Finance Committee Member, stated that the per-student tuition for each town would be around the same. He also stated that passing this Agreement Amendment will allow for all students to have a smaller class size and better education.

Mr. Wozniak reiterated his opposition of the Agreement Amendment.

Mr. James Watson, 5 Fairway Lane, Finance Committee Member, explained his support of the Agreement Amendment.

Mrs. Tammy Lemieux, 120 Lakeshore Drive, Blackstone-Millville Regional School District Committee Member, urged voters to pass the amendment to the motion, as well as to pass the Agreement Amendment. She explained the thought and consideration throughout the process of amending the agreement, and its benefits.

Mr. Brian Scanlan, 6 Reilly Ave, Finance Committee Member, expressed his concern regarding the passing of the Agreement Amendment.

Mrs. Wendy Greenstein, 4 Liberty Hill Drive, urged voters to pass the Agreement Amendment due to the current differences in class sizes, and passing the Agreement Amendment would allow for more equal class sizes for Blackstone students.

Mr. Keefe further expressed his support of passing the Agreement Amendment, and clarified the reason for having the Special Town Meeting in the fall; which was due to the fact that the Spring Annual Town Meeting was condensed because of COVID-19, and the school district was promised a Special Town Meeting in the fall to vote on the Agreement Amendment.

Mrs. Tanya Polack, 10 Meadow Lane, echoed the statement from Mr. Wozniak regarding the proportions of representation on the school committee. She further questioned whether there is more that could be added to it to make the Agreement Amendment even better at a future time.

On the motion to amend Article 1, as read by Mr. Keefe, and duly seconded, it was voted to pass the amendment to Article 1.

43 YES 21 NO
MAJORITY HAND-COUNT VOTE TO APPROVE

Town Clerk, Tara Sullivan, read the motion under Article 1 as amended: That the Town vote to approve acceptance of the Blackstone-Millville Regional School District Amended Regional Agreement as presented by the School Committee on April 27, 2020.

Mr. Gatchell pointed out that the vote on Article 1 does not determine the school committee representation or to deregionalize the district, it just determines if the new agreement is better than the old agreement.

Mr. Wozniak clarified that the reason there are students in the Millville Elementary School is because of an emergency order. The superintendent does not have the right to do so without the approval of the school committee.

Mrs. Lemieux stated that the school committee works together as a whole, and clarified how the cost per town for school services is determined.

Mr. Keefe stated that if the Agreement Amendment is voted down, Millville schools will continue to have smaller class sizes. Mr. Keefe made a motion, duly seconded, to move the question.

UNANIMOUS VOICE VOTE

ARTICLE 1 Upon a motion duly made and seconded, it was voted that the Town approve acceptance of the Blackstone-Millville Regional School District Amended Regional Agreement as presented by the School Committee on April 27, 2020.

MAJORITY VOICE VOTE

ARTICLE 2 Upon a motion duly made and seconded, it was voted that the Town transfer from free cash the sum of \$100,000 to fund implementation of the regulatory requirements of the Stormwater Permitting Program (MS4).

UNANIMOUS VOICE VOTE

ARTICLE 3 Upon a motion duly made and seconded, it was voted that the Town appropriate \$120,000 to fund the FY 2021 expenses of the PEG Access and Cable Related Fund, established by the vote under Article 29 of the May 28, 2019 Annual Town Meeting pursuant to Massachusetts General Law, Chapter 44, Section 53F 3/4, said appropriation to be funded by fees received pursuant to the Town's cable licensing agreement.

UNANIMOUS VOICE VOTE

ARTICLE 4 Upon a motion duly made and seconded, the Finance Committee recommended that the Town not approve the proposed amendment to Article V, section C5-1 of the Blackstone Home Rule Charter; accordingly, it was moved that Article 4 be indefinitely postponed.

UNANIMOUS VOICE VOTE

ARTICLE 5 The sponsor of Article 5, Mr. John Wozniak, withdrew the Article; accordingly, no motion was offered thereunder.

ARTICLE 6 Vice Chairman of the Finance Committee, Mr. James Watson, read Article 6 as written and recommended by the Finance Committee.

Mr. James Sullivan, 77 Florence Drive, Superintendent of Public Works, stated that this Article should be held off until the Spring Town Meeting due to a few issues; swimming pools encroaching on the retention ponds and the outfalls for the stormwater have not been maintained. He also stated that the Planning Board did not require Rolling Brook to install granite berms throughout the development as others were required to do.

Mrs. Amanda Pelletier, 9 Rolling Brook Lane, sponsor of Article 6, explained that she has been trying to get Rolling Brook to become a public way since she has lived there. She also stated that Elm Street has berms, but not granite berms. She stated that they have gotten quotes to have the land cleared by the retention pond to meet the code.

Mr. Watson said that based on the Superintendent of Public Work's recommendation to vote Article 6 down, that is what the vote should be. He then questioned the signature requirement for petitions to be placed upon the Special Town Meeting Warrant.

Attorney Patrick Costello clarified that the previously petitioned articles were properly included in the Warrant and before the meeting. Due to COVID-19 situation, the Town agreed with the article petitioners to defer consideration of the petitioned articles to a future meeting. He further stated that the Board of Selectmen, by executing the Warrant for the Special Town Meeting on October 6, 2020,

which included each of the previously petitioned articles therein, duly submitted said articles to the Special Town Meeting for its action thereon.

Mr. Sullivan cleared up confusion regarding the berms on Elm Street, he stated that the town does not have to put in granite berms throughout Elm Street, as would be required for developments.

Mr. Keefe stated that a more appropriate time for this article would be in the spring at the Annual Town Meeting. He encouraged the petitioners to meet with the Department of Public Works in hopes of resolving the issues of concern.

Mrs. Celeste Langlois, 4 Castagnaro Way, stated that when this petition was first brought to the town for a vote, Chairman of the Finance Committee, Mr. Wozniak, was against this article, but now he is in favor of it.

Mr. Todd Goyer, 5 Rolling Brook Lane, stated that Rolling Brook is the first road that you come upon when entering Blackstone, and there have been times that the Department of Public Works and the Police Department has used this road for various reasons.

ARTICLE 6 Upon a motion duly made and seconded, it was voted that the Town accept the layout of Rolling Brook Lane off of Elm Street as a public way, to authorize the Board of Selectmen to acquire by gift, purchase or eminent domain taking any land necessary for the purpose of such was as so laid out, and, as necessary, to authorize the Board of Selectmen to assess betterments to the owners of the land abutting the way; provided, however, that the construction of said road shall be subject to compliance with the following conditions: all stormwater management to be handled entirely by Homeowner's Association, demarcation of the open space areas; trail heads being marked Lot 6 and 7 and Lots 5 and 4, Town will cover snow removal plowing, street sanding, and trash recycling, general town services, police, fire and town vehicle access, future unforeseen town services, and no taking or cleaning of the street sweeping/catch/retention basins.

MAJORITY VOICE VOTE TO DEFEAT

On a motion made, and duly seconded, it was voted to adjourn the Special Town Meeting. The meeting adjourned at 11:11 a.m.



Tara Sullivan
Town Clerk of Blackstone



Town of Millville
Massachusetts 01529
OFFICE OF THE TOWN CLERK

290 Main Street, Millville, MA
Phone: (508)883-5849
Fax: (508)883-2994
townclerk@millvillema.org

CERTIFICATION

At a legal meeting of the qualified voters of the Town of Millville, held Saturday, October 3, 2020, the following business was transacted under

Motion: Article 9. BMR Regional Agreement Revision

that the Town of Millville vote to approve the Blackstone-Millville Regional School District Amended Regional Agreement as presented by the School Committee dated April 27, 2020, which is on file at the Millville Town Clerk's Office, Superintendent of Schools Office and the Millville Public Library.

Motion was moved and seconded.

Moderator declared the vote passed.

ATTEST:

Diane C. Lockwood, CMC
Millville Town Clerk

October 5, 2020

