



Town of Hinsdale

39 South Street
Hinsdale, MA 01235

Select Board
413-655-2300. x355
[l:masd @Tj .Qsdalemass.g.ov](mailto:l:masd@Tj .Qsdalemass.g.ov)

May 30, 2019

Ms. Laurie Casna, J.D.
Superintendent
Central Berkshire Regional School District
254 Hinsdale Road, Box 299
Dalton, MA 01226

Dear Superintendent Casna:

I write on behalf of the Hinsdale Select Board, to challenge the April 6, 2019, district-wide vote to build a new Wahconah Regional High School. While there are multiple concerns with the outcome that could be argued or objected too, we are primarily focused on the School Committee's decision to change the way the vote was taken, both on legal and ethical grounds. Allow me to explain.

The vote was taken on April 6 under the provisions of M.G.L. Chapter 71, Section 16n, which states "*The district committee shall be responsible for preparing the ballots used at the election.*" [Exhibit 1, attached]. In this election, the district committee failed to meet their obligation. More specifically, the clerks in each town not only prepared their own ballots, but they also had to ask repeatedly for the final wording to get the ballots printed [Exhibit 2, attached].

M.G.L. Chapter 54, section 42C states, "*...Notwithstanding the provisions of any general or special law to the contrary establishing a later time, a city or town clerk shall not print on a city or town election ballot any question to the voters for which he receives final written notice after the thirty-fifth day before such election.*" [Exhibit 3, attached].

Hinsdale got a copy of a draft ballot, but not did receive the final approved version with written notice from the school committee, with the proper and attested signatures until the mid-week of March 4, clearly violating the M.G.L. Chapter 54, section 42C required 35-day notice. Hinsdale received a scanned copy of the signed warrant on March 4th via email. However, like most of the member Central Berkshire Regional School District (CBRS) towns, Hinsdale has a part-time Town Clerk, whose standing office hours was not until Wednesday, March 6th, therefore could not have seen the warrant before that time. Nevertheless, the March 4 date failed to satisfy your notification requirement.

Hinsdale's Select Board also challenges the use of Chapter 71, Section 16n, without first coming to all the CBRS) towns to request and pass the change to our school district's longstanding approval process, which was disingenuous at best. Please review the CBRS) statement dated February 1, 1984 (Exhibit 4, attached), outlining the four steps we mutually agreed would be taken during town-by-town elections prior to any change to our regional agreement. Hence, the School Committee decided to disregard 35 years of CBRS) precedent, even after Cumington's Select Board warned this action would be considered a breach of contract (Exhibit 5, attached). This arbitrary change in the manner of voting set aside a binding precedent that had existed since 1958.

Given the formation of the CBRSD via the seven Town's Regional Agreement in the 1960s, all parties have acted on capital projects following this agreement and Massachusetts General Law Chapter 71 Section 16(d). That is, until now. Where the School Committee, admittedly on their own and for the first time in our district's history, decided, without further input from their partner-communities across the catchment area, to use Section 16(n) to determine the fate of this multimillion-dollar project. The School Committee has effectively silenced the smaller towns, and skewed the vote in favor of their recommendation-the most extensive and most expensive capital project this district has ever seen-regardless of the member towns' wills and capacity. This "tyranny of the majority" is what our nation's founders warned about when setting up the government and insisted on a senate branch where each state was equally represented no matter the population.

This decision and the actions the School Committee has taken is exactly what the smaller CBRSD member towns feared-and what we had safeguards put in place to prevent when we signed the Regional Agreement in 1958-has now happened. Four out of the seven towns-a clear majority-rejected the new school proposal, and yet it passed because of the School Committee's deliberate manipulation of the vote.

Our two final legal concerns: one, the MSBA required serious consideration of renovation to an existing building, and we believe the District also failed to make the suggested improvements and renovations documented in Cardinal Construction's 2010 report. That report, outlining specific work which, if completed at the time, would have cost the district less than ten million dollars. Instead, it was summarily dismissed and not carefully considered. Two, the 2018 feasibility study was done by the same company chosen to do the construction. Surely this is a conflict of interest.

The ethical concerns include how the building committee (BC) and School Board decided the district needed this new high school building and how the vote was taken, both troubling. The BC, which appears to be an ad hoc group of school committee members and like-minded friends with altered leadership, came to the towns for input only AFTER they had ruled out renovation, opting instead for a new building.

While the BC did hold a series of meetings in each town, the sessions were slanted so that objections to their desired project were not seriously considered. Instead, a new building was the only answer. Repeated pleas to consider the costs involved, and what those costs would do, both short and long term, to the aging population (presently 30% over 55; predicted to be 60% in 11 years), many of whom live on fixed incomes, fell on deaf ears. Again and again, BC members told us all to "*Pay It Forward.*"

Questions about reimagining the high school in an existing space-for example, renovating the Nessacus Middle School into a new high school, and using the district's existing excess capacity in the elementary schools for, say, a K-8 model-were simply brushed aside. Ditto concerns about the predicted 30% downturn in student population in 20 years. A three-year countywide study by the Berkshire County Educaito Task Force-a coalition of school officials, educators, administrators established as an advisory body to research solutions for the twin pressures of declining enrollment and risings costs faced by local schools-recommended a single countywide district to meet the difficult current and future economic and educational needs. Their recommendations and suggestions were also largely dismissed.

The BC's community meetings were not for listening to concerns; they were to disseminate your vision of a new Wahconah High School. Knowing the new building would never be greenlit under the original formula for capital spending voting in the district, the District's leadership committees and officials made an end run by deciding to call for an aggregate vote. You had no authority to do so, and you failed to provide constituent communities an appeal process or basic fundamental fairness. So while your method of voting may be legal, it

flies in the face of the compact made in 1958 by the seven towns and 60 years transparent and fundamentally fair operation. And it cannot be stated strongly enough that when the original idea of regionalization was considered in the late '50s, the main obstacle to passage was reassuring everyone that there would be a method of voting that didn't give Dalton-the largest of the seven towns by far-unfair advantage that would overrule the smaller towns' wishes and disastrously impact their financial health.

Yes, the April 6 aggregate vote passed, but by a mere 88 votes. However, four out of seven towns defeated the measure-which as we see it, was a definite no!

Passage of this capital spending measure will squeeze the life out of our communities, most of whom are struggling, rural towns. Moreover, this will cause us to put off much-needed road repair, building upkeep, hiring new employees, and all the myriad components of keeping a small town viable in the face of mounting needs and deferred maintenance realities. Additionally, since it is a 30-year commitment, many of us will not survive to see this debt retired. Our residents will be "Paying it Forward" till we are dead.

What we would like to see moving forward is:

1. A recognition of and a sincere apology for circumventing our 1958 regional compact.
2. A promise and commitment to return to 16(d) for voting on district matters and never again use the (16n) aggregate voting measure, and
3. A hold on proceeding with the new Wahconah building until that plan can be revisited with the towns, and a commitment to collectively and transparently reviewing the design in hopes of scaling it down, and finding a way forward that can be passed by a typical, district-wide and valid vote of the citizens shouldering the cost.

Our anger and frustration are not about kids or education. It is about the process and the costs-not the kids.

Respectfully yours

D\|-a..&-u-----

Vivian Mason

Hinsdale Select Board Chair

Cc: Town of Dalton Select Board
CC: Town of Becket Select Board
CC: Town of Washington Select Board
CC: Town of Peru Select Board
CC: Town of Windsor Select Board
CC: Town of Cummington Select Board
CC: Central Berkshire Regional District School Committee
CC: Central Berkshire ad hoc Wahconah School Building Committee
CC: Adam Hinds
CC: Rep. Paul Mark
CC: Massachusetts School Building Association
CC: Department of Elementary and Secondary Schools

CC: Mass. Attorney General Maura Healy
CC: Mass. Ethics Commission
CC: Berkshire Eagle

Attached:

Exhibit 1: MGL Chapter 71, Section 16n District to prepare ballots
Exhibit 2: Warrant email trail/2019.04.06 Election Warrant
Exhibit 3: Part 1, Title VIII, Chapter 54, Section 42C/ 35 day notice requirement
Exhibit 4: 2.1.1984 4 steps needed to amend agreement
Exhibit 5: Cummington plea

MGL Chapter 71, Section 16: Status; powers and duties

Section 16. A regional school district established under the provisions of the preceding section shall be a body politic and corporate with all the powers and duties conferred by law upon school committees, and with the following additional powers and duties:

(a) To adopt a name and a corporate seal, and the engraved or printed facsimile of such seal on a bond or note of the district shall have the same validity and effect as though such seal were impressed thereon.

(b) To sue and be sued, but only to the same extent and upon the same conditions that a town may sue or be sued.

(c) To acquire property within the towns comprising the district under the provisions of chapter seventy-nine and section fourteen of chapter forty for the purposes of the district and to construct, reconstruct, add to, remodel, make extraordinary repairs to, equip, organize and operate a school or schools for the benefit of the towns comprising the district, and to make any necessary contracts in relation thereto; provided, however, that no property shall be acquired unless the town in which such property is located approves such acquisition by a two-thirds vote at a town meeting which shall be called within sixty days after the district committee authorizes the incurring of debt for such purpose.

[First paragraph of subsection (d) effective until November 7, 2016. For text effective November 7, 2016, see below.]

(d) To incur debt for the purpose of acquiring land and constructing, reconstructing, adding to and equipping a school building or for the purpose of remodeling and making extraordinary repairs to a school building and for the construction of sewerage systems and sewerage treatment and disposal facilities, or for the purchase or use of such systems with municipalities, and for the purpose of purchasing department equipment; or for the purpose of constructing, reconstructing or making improvements to outdoor playground, athletic or recreational facilities; or for the purpose of constructing, reconstructing or resurfacing roadways and parking lots; or for the purpose of any other public work or improvement of a permanent nature required by the district; or for the purpose of any planning, architectural or engineering costs relating to any of the above purposes; provided, however, that 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 towns comprising the district not later than 7 days after the date on which the debt was authorized by the district 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 regional school district may hold a town meeting for the purpose of expressing disapproval of the amount of debt authorized by the district committee, and if at that meeting a majority of the voters present and voting express disapproval of the amount authorized by the district committee, the debt shall not be incurred and the district school committee shall prepare another proposal which may be the same as any prior proposal and an authorization to incur debt therefor. Debt incurred under this section shall be payable within 30 years, but no such debt shall be issued for a period longer than the maximum useful life of the project being financed as determined in accordance with guidelines established by the division of local services of the department of revenue.

[First paragraph of subsection (d) as amended by 2016, 218, Sec. 180 effective November 7, 2016. For text effective until November 7, 2016, see above.]

(d) To incur debt for the purpose of acquiring land and constructing, reconstructing, adding to and equipping a school building or for the purpose of remodeling and making extraordinary repairs to a school building and for the construction of sewerage systems and sewerage treatment and disposal facilities, or for the purchase or use of such systems with municipalities, and for the purpose of

purchasing department equipment; or for the purpose of constructing, reconstructing or making improvements to outdoor playground, athletic or recreational facilities; or for the purpose of constructing, reconstructing or resurfacing roadways and parking lots; or for the purpose of any other public work or improvement of a permanent nature required by the district; or for the purpose of any planning, architectural or engineering costs relating to any of the above purposes; provided, however, that 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 towns comprising the district not later than 7 days after the date on which the debt was authorized by the district 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 regional school district may hold a town meeting for the purpose of expressing disapproval of the amount of debt authorized by the district committee, and if at that meeting a majority of the voters present and voting express disapproval of the amount authorized by the district committee, the debt shall not be incurred and the district school committee shall prepare another proposal which may be the same as any prior proposal and an authorization to incur debt therefor. Debt incurred under this section shall be payable within 30 years, but no such debt shall be issued for a period longer than the maximum useful life of the project being financed as determined in accordance with guidelines established by the director of accounts pursuant to section 38 of chapter 44.

In the case of a vocational regional school district, if the district agreement so provides or is amended to so provide, such debt may also be incurred if two thirds of the member towns do not vote disapproval within said sixty day period provided that said towns which have not voted disapproval agree, within ninety days of the date on which said debt was authorized, to pay the total bond indebtedness authorized by the district committee without contribution by the member towns which voted disapproval of the amount of said debt. The member towns of such vocational regional school district which have voted disapproval of the new indebtedness shall have the right to retain their membership in the school district as provided in their district agreement except that they shall not be allowed any added enrollment that might result solely from the expansion of facilities that occurs on account of said new indebtedness.

(e) To issue bonds and notes in the name and upon the full faith and credit of said district; said bonds or notes shall be signed by the chairman and treasurer of the district committee, except that said chairman by a writing bearing his written signature and filed in the office of said treasurer, which writing shall be open to public inspection, may authorize said treasurer to cause to be engraved or printed on said bonds or notes a facsimile of said chairman's signature, and such facsimile so engraved or printed shall have the same validity and effect as said chairman's written signature, and each issue of bonds or notes shall be a separate loan.

(f) To receive and disburse funds for any district purpose.

(g) To incur temporary debt in anticipation of revenue to be received from any source. This clause shall also apply to all regional school districts established under the provisions of special laws.

(h) To assess member towns for any expenses of the district.

(i) To receive any grants or gifts for the purposes of the regional district school or schools.

(j) To engage legal counsel.

(k) To submit an annual report to each of the member towns, containing a detailed financial statement, and a statement showing the method by which the annual charges assessed against each town were computed, together with such additional information relating to the operation and maintenance of such school or schools as may be deemed necessary by the district school committee or by the selectmen of any member town.

(l) To employ a superintendent of schools who may also be a superintendent of one or more of the towns comprising said district and to establish an employment contract for a period of time to provide

for the salary, fringe benefits, and other conditions of employment, including but not limited to, severance pay, relocation expenses, reimbursement for expenses incurred in the performance of duties of office, liability insurance, and leave for said superintendent, and said superintendent shall have all the powers and duties imposed upon school superintendents by law.

(m) To adopt an annual operating and maintenance budget for the next fiscal year not later than forty-five 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 not later than March thirty-first, provided that said budget need not be adopted prior to February first; provided, further, that a superintendent may, with the approval of a majority of the member communities, submit said budget for approval following the notification of the annual local aid distribution, so-called.

(n) To incur debt for the purposes and terms specified in clause (d); provided that the vote of the district committee authorizing such debt is approved by a majority of the registered voters in the member towns voting on the question at an election called and held pursuant to the following provisions. The election shall be called by a warrant addressed to the registered voters in the member towns and signed by a majority of the members of the district committee which shall set forth the date of the election, the polling place or places in each town, the hours during which the polls are to be open and the question which is to appear upon the ballot. Notice of the election shall be given by posting a copy of the warrant attested by the secretary of the committee in at least one public place in each town and by publishing a copy thereof at least once in a newspaper of general circulation in the district, said posting and publishing to occur at least ten days before said election. A certificate of the secretary shall be conclusive evidence that the warrant was duly posted and published. The number and location of the polling place, or places, in each town shall be determined by the district committee after consultation with the selectmen thereof; and the hours during which all the polls in the district are open shall be uniform throughout the district and shall be not less than four nor more than eight consecutive hours. **The district committee shall be responsible for preparing the ballots used at the election.** The town clerk of each town shall certify the results of the election to the district committee. Except as provided herein the election shall be conducted in each town in the same manner as town meetings for the election of town officers. The expenses of the election shall be paid by the regional school district as an operating expense of the district; and if provision for their payment is not included in the budget for the year in which they are incurred, the district committee may use any available funds of the district or may transfer the sums required from appropriations included in the budget. The defeat of a proposal for incurring debt shall not prevent the resubmission of the same proposal as a new authorization.

FW: Wahconah Vote and Warrant Ballot Question

1:09 PM (7
hours ago)

Select Board Assistant <Select.Board@hinsdalema.gov>

to me

From: Greg Boino [mailto:gboino@cbrsd.org]
Sent: Tuesday, March 5, 2019 11:22 AM
To: Select Board Assistant <Select.Board@hinsdalema.gov>
Subject: Fwd: Wahconah Vote and Warrant Ballot Question

----- Forwarded message -----

From: **Greg Boino** <gboino@cbrsd.org>
Date: Mon, Mar 4, 2019 at 4:31 PM
Subject: Re: Wahconah Vote and Warrant Ballot Question
To: Becket Town Clerk <townclerk@townofbecket.org>
Cc: Cummington Town Clerk <clerk@cummington-ma.gov>, Deb Merry Dalton Town Clerk <DMerry@dalton-ma.gov>, Hinsdale Town Clerk <frissell1@msn.com>, Peru Town Clerk <townclerk@townofperuma.com>, Washington Town Clerk <washingtontownclerk@yahoo.com>, Windsor Town Clerk <windsortownclerk@gmail.com>, Melissa Falkowski <mfalkowski@cbrsd.org>, administrator <administrator@townofbecket.org>, <belovirta@townofbecket.org>, Michael Lavery - Vice Chair BOS <mlavery@townofbecket.org>, <secretary@townofbecket.org>

Good afternoon,
Attached is the ballot language in Word format.

Thanks,
Greg

On Mon, Mar 4, 2019 at 3:17 PM <townclerk@townofbecket.org> wrote:
Please provide a copy of the ballot language in Word format so I can get it off to the printer.

Many thanks.

George

From: Greg Boino [mailto:gboino@cbrsd.org]
Sent: Monday, March 04, 2019 2:23 PM
To: Becket Town Clerk <townclerk@townofbecket.org>
Cc: Cummington Town Clerk <clerk@cummington-ma.gov>; Deb Merry Dalton Town Clerk <DMerry@dalton-ma.gov>; Hinsdale Town Clerk <frissell1@msn.com>; Peru Town Clerk <townclerk@townofperuma.com>; Washington Town Clerk <washingtontownclerk@yahoo.com>; Windsor Town Clerk <windsortownclerk@gmail.com>; Melissa Falkowski <mfalkowski@cbrsd.org>; administrator <administrator@townofbecket.org>; belovirta@townofbecket.org; Michael Lavery - Vice

Chair BOS <mlavery@townofbecket.org>;secretary@townofbecket.org

Subject: Re: Wahconah Vote and Warrant Ballot Question

Hi George,

The warrant was signed on Friday afternoon and we promptly placed in the mail. Attached is a scanned copy.

Thanks,
Greg

On Mon, Mar 4, 2019 at 2:08 PM <townclerk@townofbecket.org> wrote:

I am in receipt of your correspondence dated 2/19/19 attaching the DRAFT ballot question/warrant that was to be discussed on February 21. Have you finalized the ballot/question and warrant. If so please advise ASAP so I may get the ballots out to be printed.

Regards,

George Roberts
Town Clerk, Town of Becket.

From: Greg Boino [mailto:gboino@cbrsd.org]

Sent: Tuesday, February 19, 2019 3:43 PM

To: Becket Town Clerk <townclerk@townofbecket.org>; Cummington Town Clerk <clerk@cummington-ma.gov>; Deb Merry Dalton Town Clerk <DMerry@dalton-ma.gov>; Hinsdale Town Clerk <frissell1@msn.com>; Peru Town Clerk <townclerk@townofperuma.com>; Washington Town Clerk <washingtontownclerk@yahoo.com>; Windsor Town Clerk <windsortownclerk@gmail.com>

Cc: Melissa Falkowski <mfalkowski@cbrsd.org>

Subject: Wahconah Vote and Warrant Ballot Question

Good afternoon,

Attached you will find a letter that was mailed today, notifying the towns of the upcoming vote and also the Warrant Ballot Question. This topic will be discussed at the upcoming Seven Town Meeting being held on February 21, 2019 at 7:00 p.m. at Nessacus Regional Middle School.

Please share this information with your town's select boards and finance committee's.

Thank you,
Greg

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*Gregory Boino, Executive Assistant to the Superintendent
Central Berkshire Regional School District
254 Hinsdale Road / P.O. Box 299
Dalton, MA 01226
Phone: 413.684.0320 Ext. 1000
Fax: 413.684.4088
gboino@cbrsd.org*

This attachment of March 4 email was the first time towns saw the final, signed warrant.

ELECTION WARRANT
The Commonwealth of Massachusetts

CENTRAL BERKSHIRE REGIONAL SCHOOL DISTRICT

Berkshire, ss.

To the registered voters of the Towns of Becket, Cummington, Dalton, Hinsdale, Peru, Washington and Windsor,

GREETINGS:

You are hereby notified and warned that the inhabitants of the Towns of Becket, Cummington, Dalton, Hinsdale, Peru, Washington and Windsor registered to vote in any of said Towns, said Towns being the member towns of the Central Berkshire Regional School District, are to meet at their respective polling places, to wit,

In the TOWN OF BECKET at the Town Hall, located at 557 Main Street in said Town, in the TOWN OF CUMMINGTON at the Town Hall located at 33 Main Street in said Town, in the TOWN OF DALTON at the Dalton CRA located at 400 Main Street in said Town, in the TOWN OF HINSDALE at the Town Hall located at 39 South Street in said Town, in the TOWN OF PERU at the Community Center located at 3 East Main Road in said Town, in the TOWN OF WASHINGTON at the Town Hall located at 8 Summit Hill Road in said Town, and in the TOWN OF WINDSOR at the Town Hall located at 1927 Route 9 in said Town

on Saturday, April 6, 2019 to vote by BALLOT on the following question:

“Do you approve of the vote of the Regional District School Committee of the Central Berkshire Regional School District on February 14, 2019, to authorize the borrowing of \$71,871,107 to pay costs of designing, constructing, equipping and furnishing a new Wahconah Regional High School to be located at 150 Old Windsor Road, in Dalton, Massachusetts, including the payment of all costs incidental and related thereto, which vote provides, in relevant part, as follows:

“VOTED: That the Central Berkshire Regional School District (the “District”) hereby appropriates the amount of \$71,871,107 for the purpose of paying costs of designing, constructing, equipping and furnishing a new District high school to be located at 150 Old Windsor Road, in Dalton, Massachusetts, including the payment of all costs incidental or related thereto (the “Project”), which school facility shall have an anticipated useful life as an educational facility for the instruction of school children of at least 50 years, and for which the District may be eligible for a school construction grant from the Massachusetts School Building Authority (“MSBA”), said amount to be expended at the direction of the School Building Committee. To meet this appropriation the District is authorized to borrow said amount, under and pursuant to M.G.L. c. 71B, §16(n) and the District Agreement, as amended, or pursuant to any other enabling authority. The District acknowledges that the MSBA’s grant program is a non-entitlement, discretionary program based on need as determined by the MSBA, and any Project costs the District incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the District; provided further that any grant that

Exhibit 2, continued

the District may receive from the MSBA shall not exceed the lesser of (1) fifty-four and seventy-nine hundredths percent (54.79%) of eligible, approved Project costs, as determined by the MSBA, and (2) the total maximum grant amount determined by the MSBA, and that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the District and the MSBA. Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

Yes _____ No _____

The polls will be open from ten o'clock a.m. to four o'clock p.m.

The District Secretary is hereby directed to serve this Warrant by posting an attested copy thereof in at least one public place in each of the Towns of Becket, Cummington, Dalton, Hinsdale, Peru, Washington and Windsor, and by publishing a copy thereof at least once in a newspaper of general circulation in the District, said posting and publication to occur at least ten days before the day of election as aforesaid.

The District Secretary shall make due return of this Warrant with his or her doings thereon to the office of the District Secretary on or before the day of the election aforesaid.

Given under our hands and the seal of the Central Berkshire Regional School District this twenty-eight day of February, 2019.

Ellen Lattypri
Richard Lacattl
Bruce Di Tomasso
Barbara Cuff-Reuss
Tom Merrin
Richard J. Wagner

Nicole Tucker

Central Berkshire Regional
School District Committee

A True Copy Attest:

Mary Ann
District Secretary

DATE: 03/01/19



Part I ADMINISTRATION OF THE GOVERNMENT

Title VIII ELECTIONS

Chapter 54 ELECTIONS

Section DEADLINE FOR BALLOT QUESTIONS

42C

Section 42C. Notwithstanding the provisions of any general or special law to the contrary establishing a later time, the state secretary shall not print on the biennial state election ballot any question to the voters for which he receives final written notice after the sixtieth day before said election. Notwithstanding the provisions of any general or special law to the contrary establishing a later time, a city or town clerk shall not print on a city or town election ballot any question to the voters for which he receives final written notice after the thirty-fifth day before such election.

Exhibit 4

JOHN L. JANGRO
Superintendent
PAUL D. PHARMER
Assistant Superintendent
ROBERT A. GUREK
Business Manager



CENTRAL BERKSHIRE REGIONAL SCHOOL DISTRICT
Union Block, Main Street, Dalton, Massachusetts 01226 Telephone (413) 684-3493

February 1, 1984

TO: Ad Hoc Committee Members

FROM: Paul D. Pharmer, Secretary

A handwritten signature in black ink, appearing to be "P.D. Pharmer", is written over the name in the "FROM:" line.

RE: Election Process

GENERAL COMMENTS

- Step 1. It takes a vote of 3/4 of the school committee to change the Regional Agreement.
- Step 2. The school committee must then notify the various boards of selectmen in our member towns. The selectmen must place the recommended change on the next special or annual town meeting agenda.
- Step 3. It requires a simple majority vote of those present at the special or annual town meeting to make the change.
- Step 4. Six out of the seven towns must vote positively on the recommended change to the Regional Agreement.

Exhibit 5

Thirdly, since the formation of the Regional Agreement in the 1960's, the parties have always acted on capital projects according to our Regional Agreement and the Massachusetts General Law Chapter 71 Section 16(d). Now, however, the school committee for the first time in our history has decided to use Section 16(n) instead for the new high school project. This concerns us because Section 16(n) silences the voices of the towns on capital projects and works to the advantage of towns with bigger populations of voters, such as Dalton. And indeed, 16(n) is being used now to eliminate the historic cooperation of the member towns to agree to capital projects unanimously and to continue with the WRHS project—the largest and most expensive capital project this district has ever seen—regardless of the member towns' wills and capacity.