

SPECIAL TOWN MEETING

October 15, 2020

The special town meeting was held at 67 South Meadow Road, the Carver Middle/High School Auditorium, all three precincts in said Carver, on Thursday, the Fifteenth (15th) Day of October, 2020 at 7:00 P.M., at 6:55 P.M. a quorum was reached of 83 voters. Counters and Check in were sworn in by the Town Clerk Cara Dahill. Counters for the meeting were Jeffrey Demoura, Craig Schoaf, Maureen Townsend . Check In was performed by Ellen Sordillo and Maureen Townsend. The Moderator Sean Clancey called the meeting to order.

**ARTICLE 1: FISCAL YEAR 2021 REVISED OPERATING BUDGET FOR THE TOWN.**

To see if the Town will vote to amend the vote taken pursuant to Article 4 at the June 29, 2020 Annual Town Meeting as follows:

1. Reduce the amount to be raised and appropriated by taxation by \$1,109,330.00, so that the total amount to be raised and appropriated is \$40,816,772;
2. Increase the amount to be transferred from Fund Balance Reserved for Reduction of Excluded Debt by \$13,249.00, so that the total amount transferred from said account is \$90,994;
3. Transfer the sum of \$50,000 from the unexpended balance of the FY2019 Town-Wide Shared Article Account and the sum of \$52,000 from the unexpended balance of the FY20 Town-Wide Shared Article Account;
4. Transfer the sum of \$55,000.00 from the unexpended balance of the appropriation made pursuant to Article 10 at the April 22, 2019 Annual Town Meeting for Transportation Lighting;
5. Transfer the sum of \$18,475.00 from the unexpended balance of the appropriation made pursuant to Article 6 at the June 3, 2013 Annual Town Meeting for Finance Committee Professional By-laws;
6. Transfer the sum of \$220,321.00 from the Town General Stabilization Fund; and
7. Reduce the amount of the appropriation for Town-Wide Shared Budget (Snow & Ice, Old Colony Vo-Tech, excluded debt, transfers, etc.) by \$700,285.00, so that the total amount appropriated for said account is \$6,456,459;

Or take any action relative thereto.

SELECT BOARD

**PROPOSED MOTION:** I MOVE THAT THE Town vote to approve article 1 as set forth in the Warrant.

**A motion was made by Select Board Chairperson Sarah Hewins and Seconded by James Hoffman to move that the Town vote to approve Article 1 as set forth in the Warrant.**

Recommendation: Select Board 4-0-1 Finance 6-0 Committee- Article needs 2/3rds vote to pass

**ARTICLE 1 VOTE : *Article 1 Vote Passes Unanimously***

**ARTICLE 2: CAPITAL IMPROVEMENTS BUDGET**

To see if the Town will vote to amend the vote taken pursuant to Article 5 at the June 29, 2020 Annual Town Meeting by striking following transfers from the Capital and Debt Stabilization Fund:

o. Replace School 71 Passenger bus(es), purchase and equip	\$165,000
r. Library Arch study then upgrade/renovations	\$20,000

and further, to see if the Town will vote to transfer the sum of \$100,000 from the unexpended balance of the FY20 Energy Efficiency Green Communities Fund (paragraph f. of Article 5 of the June 29, 2020 ATM) to the Capital and Debt Stabilization Fund, or take any action relative thereto.

SELECT BOARD

INFORMATIONAL SUMMARY:

The above vote reduces the requests for the FY21 capital plan. The motion below reduces the amount to be transferred from the Capital and Debt Stabilization fund and transfers the funding from an FY20 article back to the Capital and Debt Stabilization fund.

**PROPOSED MOTION:** I move that the Town vote to approve Article 2 as set forth in the Warrant.

**Motion made by Sarah Hewins and Seconded Alan Germain**

(Majority Vote Required)

Recommendation: Select Board 5-0, Finance Committee

**ARTICLE 2 VOTE: *Article 2 Vote Passes Unanimously***

**ARTICLE 3: UNPAID BILLS FROM PREVIOUS YEARS**

To see if the Town will vote to transfer from available funds a sum or sums of money to be expended by the Town Administrator to pay any unpaid bills from previous fiscal years, including but not limited to the bills listed below, or to take any action relative thereto:

Power phone (Police Dept) – training	\$1,287.30
Small Water Systems (NCWD) – lab fees	\$168.00
TOTAL	\$1,455.30

SELECT BOARD

INFORMATIONAL SUMMARY:

The above bills are from previous fiscal years and were not submitted for payment prior to June 30, 2020. In order to be paid, Town Meeting must approve.

**PROPOSED MOTION:** I move that the Town vote to transfer \$1,455.30 from the Finance Committee Reserve fund in order to pay the bills of prior fiscal years as set forth in Article 3 of the Warrant.

**Motion was made by Sarah Hewins Select Board Chair and seconded by James Hoffman**

(Nine-Tenths Vote Required)

Recommendation: Select Board 5-0, Finance Committee 6-0

**Article 3 Vote: Article 3 Vote Passes Unanimously**

#### **ARTICLE 4: CLOSE OUT THE ELEMENTARY SCHOOL PROJECT**

To see if the Town will vote to close out the Elementary School Capital Fund by transferring the sum of \$422,039.83 from the unexpended balance of the appropriation made pursuant to Article 2 at the December 1, 2015 Special Town Meeting for the New Elementary School to the account created pursuant to Article 5 at the April 4, 2018 Annual Town Meeting for the Police Station Project, or take any action relative thereto.

SELECT BOARD

INFORMATIONAL SUMMARY: The Elementary School project is complete and remaining funding will be applied to funding for the Police Station.

**PROPOSED MOTION:** I move that the Town vote to approve Article 4 as set forth in the Warrant.

**Sarah Hewins made a motion to approve, it was seconded by Alan Germain.**

(Majority Vote Required)

Recommendation: Select Board 4-1, Finance Committee 6-0;

**ARTICLE 4 VOTE: *Article 4 Vote Passes by majority vote***

**ARTICLE 5: AN ARTICLE TO AMEND THE CARVER MARION WAREHAM REGIONAL REFUSE DISPOSAL DISTRICT (CMWRRDD) AGREEMENT AS APPROVED BY THE CMWRRDD COMMITTEE**

To see if the Town will vote to authorize the Select Board to accept the amendments to the Carver Marion Wareham Regional Refuse Disposal District ("CMWRRDD") Operating Agreement set forth below, as proposed by CMWRRDD Committee in accordance with Section VI(B) of the February 8, 1973 Operating Agreement, as amended April 1995. A copy of the original Agreement, as previously amended, is available upon request at the office of the Town Clerk during normal business hours; or take any other action relative thereto:

AMENDED AND RESTATED AGREEMENT [GJC4]

CARVER MARION AND WAREHAM

REGIONAL REFUSE DISPOSAL DISTRICT

The towns of Carver, Marion and Wareham hereby amend and restate in full that certain agreement entered into by them on February 7, 1973 and amended and restated in April 1995 by which they established and affirmed the Carver, Marion, Wareham Regional Refuse District; intending hereby to supersede those agreements and all previous amendments to those agreements.

SECTION I -THE REGIONAL REFUSE DISPOSAL DISTRICT COMMITTEE

(A) Composition

The powers and duties of the Regional Refuse District shall be vested in and exercised by a Regional Refuse Disposal District Committee, hereinafter sometimes referred to as "the Committee" which consist of three members from each of the member towns. All appointments to the Committee shall be made by the Boards of Selectmen of each member town. All members of the Committee shall serve until their successors are appointed and qualified.

(B) Membership

In every year in which the term of office of a member expires, the member town involved shall appoint one member to serve on the Committee for a term of three years from May 1 of the year in which the appointment is required to be made.

(C) Vacancies

If a vacancy occurs among the members appointed under subsection I (B), the member town involved shall, within thirty days after such vacancy occurs, appoint a member to serve for the balance of the unexpired term.

Any member wishing to resign from the Committee shall file with the Committee a written notification of resignation with a copy thereof to the Board of Selectmen and the Town Clerk of the town which he represents. No vacancy shall exist by resignation without compliance with the above provision.

(D) Organization

At its first meeting in a calendar year, the Committee shall organize and choose by ballot a chairman from among its own membership.

The Committee shall (i) appoint a treasurer and secretary, who may be the same person, but who need not be members of the Committee, (ii) choose such other officers as it deems advisable, (iii) determine the terms of office of its officers (except the chairman, who shall be elected as provided above) (iv) describe the powers and duties of any of its officers, and (v) fix the time for its regular meetings and provide for the calling of special meetings.

The Committee shall also appoint an executive committee consisting of the chairman and one committee member from each of the other member towns, appointed by the members from that town. The chairman of the Committee shall also be the chairman of the executive committee. The executive committee shall meet from time to time at the request of the Chairman, of the Committee, or of the Executive Director, and shall be authorized to approve the payment of bills, to prepare and recommend the annual budget, to call for a meeting of the Committee, and such other authority as the Committee may delegate to the executive committee from time to time.

(E) Powers and Duties

Except as limited by the terms of this Agreement, including the limitation on the functions of the District as set forth in Section II, the Committee shall have all the powers and duties conferred and imposed upon regional refuse disposal district committees by law and conferred and imposed upon it by this Agreement, and other additional powers and duties as are specified in sections 44A and 44K inclusive of Chapter 40 of the General Laws and any amendments thereof or additions thereto, now or hereafter enacted, or as may be specified in any other applicable general law or special law.

(F) Quorum

The quorum for the transaction of business shall be a majority of the Committee or of the executive committee, but a number less than a majority may adjourn.

SECTION II – REGIONAL REFUSE DISPOSAL FACILITIES

The District is the licensed operator of the Carver, Marion, Wareham Regional Landfill located in Carver, Massachusetts.

The District owns and operates a transfer station and public convenience facility located on Route 28, Cranberry Highway, Rochester, Massachusetts.

The District owns and operates a transfer station and public convenience facility located at Benson Brook Road, Marion, Massachusetts. (Ownership of the property will revert to the Town of Marion by deed from the District to the Town of Marion upon cessation of the operation by the District of the transfer station and public convenience facility.)

On or before January 1, 2021 the District shall cease operation of the transfer stations, and shall no longer provide waste disposal services either directly or through third-party providers.

Commencing on January 1, 2021 the principal ongoing functions of the District shall be the maintenance and monitoring of the Carver Marion Wareham landfill located in Carver, Massachusetts; the maintenance of insurance coverage to protect the District and its member towns from liability for environmental claims relating to that landfill; the payment of the ongoing salaries and benefits of current employees, and the pensions of former employees; the disposal of assets; and other functions necessary to effect the winding-down of the District's former waste disposal activities.

The functions of the District as set forth in this Section II may be expanded only by an amendment to this Agreement approved by vote of the town meeting of each of the member towns.

SECTION III - APPORTIONMENT AND PAYMENT OF COSTS

(A) Apportionment of Costs

Operating costs shall be apportioned equally among the member towns and charged annually.

(B) Times of Payment of Apportioned Costs

Each member town shall pay to the District in each fiscal year its proportionate share, certified as provided by subsection IV (B) of the capital and operating costs. The annual share of each member town shall be paid in such amounts and at such times that at least the following percentages of such annual share shall be paid on or before the dates indicated, respectively:

July 10

35%

October 10

50%

January 10

75%

April 10

100%

SECTION IV - BUDGET

(A) Tentative Annual Budget

The Committee shall annually prepare a tentative budget for the ensuing fiscal year, attaching thereto provisions for any installment of principal or interest to become due in such fiscal year on any bonds or other evidence of indebtedness of the District and any other capital costs to be apportioned to the member towns. The Committee shall mail a copy thereof to the Chairman of the Board of Selectmen and the finance or advisory committee, if any, of each member town on or before November 15th in such town on or before November 15th in such detail as the Committee may deem advisable.

(B) Final Operating and Maintenance Budget

The Committee shall adopt an annual operating and maintenance budget, including debt and interest charges and any other current capital costs as separate items, on or before December 21st for the ensuing fiscal year and the Committee shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Section III. The amount so apportioned to each member town shall, prior to December 31st of each year preceding the fiscal year to which said budget relates, be certified by the district treasurer to the treasurer of such towns, and such towns shall, at the next annual meeting, appropriate the amounts so certified.

(C) Stabilization Accounts

Commencing with the first fiscal year of this Agreement, the Committee shall establish and fund two accounts to pay for future retiree benefits: the first, in the amount of \$400,000.00 to pay the District's ongoing obligations to the Plymouth County Retirement System, and the second, in the amount of \$150,000.00 to pay for other post-employment benefits, including health insurance, for retiree therein shall be spent-down, to pay only for the District's obligations to the Plymouth County Retirement Board and for other post-employment benefits, including health insurance, for retirees. The Committee may, from time to time, determine to use the funds in either account to pay for the intended obligations of the other. None of the funds in those accounts shall be used for any other purpose, and none of those funds shall be distributed to the member towns pursuant to Section VIII, until all pension and retiree obligations have been met, and no further pension or retiree obligations are anticipated. The provisions of this Section IV (C) may be amended only by an amendment to this Agreement approved by vote of the town meeting of each of the member towns. Except as provided herein these accounts shall be subject to all applicable laws.

(D) Long Term Financial Planning

The Committee shall prepare and maintain, and shall annually review and up-date, an analysis of expected assets and liabilities for the then following five year period, and may supplement that analysis to cover such longer time periods as the Committee may deem appropriate. In the event the Committee determines that there will be no additional expenses beyond the five-year period, the Committee will so state and enumerate the reasons for such a determination.

SECTION V - AMENDMENTS

(A) Limitation

This Agreement may be amended from time to time in the manner herein-after provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or other notes or other evidence of indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof.

(B) Procedure

Any proposal for amendment may be initiated by a vote of a majority of all members of the Committee. The secretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen of each of the member towns that a proposal to amend this Agreement has been made and shall enclose a copy of such proposal. Such amendment shall take effect upon its acceptance by all the member towns, acceptance by each town to be by a majority vote of the Board of Selectmen, provided, however, that Section II, and Section IV (C), may be amended only by an amendment to this Agreement approved by vote of the town meeting of each of the member towns.

SECTION VI - FISCAL YEAR

Except as may otherwise be provided by law, the fiscal year of the District shall be the same as the fiscal period of the member towns and the word "year" or "fiscal year" as it relates in this



Agreement to a fiscal or budget period shall be the fiscal year of the District. If the fiscal year of the District shall be other than the calendar year, the dates on or before which the respective percentages of the annual share of each member town shall be paid as provided in subsection III (F) shall be adjusted so that not less than 25% thereof shall be paid not later than the tenth day of the first month of such fiscal year, 50% shall be paid not later than the tenth day of the fourth month of such fiscal year, 75% shall be paid not later than the tenth day of the seventh month of such fiscal year and 100% shall be paid not later than the tenth day of the tenth month of such fiscal year.

#### SECTION VII - INCURRING OF DEBT

Within 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, the said Committee shall cause written notice of the date of said authorization, the sum authorized and the general purpose or purposes for authorizing such debt, to be given to the Board of Selectmen of each member town. The notice for which provision is herein made shall be deemed to have been duly given to a Board of Selectmen of a member town if delivered to the Chairman of said Board or, if mailed, by registered or certified mail within the time specified, postage prepaid and addressed to the Chairman of said Board at the Selectmen's office or at his last, known permanent address in such Town. Within 180 days after the date on which the Committee authorized the incurring said debt, each member town shall hold a town meeting for the purpose of expressing approval or disapproval of the amount of said debt and, if at such Meeting a majority of the voters present and voting thereon express disapproval of the amount authorized by the Committee, the said debt shall not be incurred and the Committee shall thereupon prepare another proposal which may be the same as any prior proposal and an authorization to incur debt therefor.

#### SECTION VIII - DISTRIBUTION TO MEMBER TOWNS

##### (A) Distribution to Member Towns

Upon a determination by the Committee that there will be no future operational costs beyond those anticipated for the then current fiscal year, the Committee shall distribute all surplus cash to the member towns. For the purpose of this paragraph surplus cash shall mean cash on hand in excess of the amount needed to pay anticipated costs for the then current year. Any distribution authorized under this Section VIII must be approved by a vote of two thirds (2/3) of the members of the Committee, including an affirmative vote of approval by at least one member from each of the member towns.

##### (B) Distribution of Cash

The parties acknowledge that in the past unequal contributory payments were made by each of the member towns. As a result the parties agree that when distributions are made to the member towns those distributions should reimburse each member town the amount it has previously contributed. In order to reimburse those past contributions, the initial distributions made under this Section VIII shall be in the following dollar amounts, subject to adjustment as set forth below:

\* Carver – \$ 121,447.17

\* Marion –\$ 53,150.60

\* Wareham –\$ 188,701.92

Total: \$ 363,299.69

Any of the parties may, by sufficient evidence, show that its contribution was greater than set forth above, and the distributions will be adjusted to reflect that greater contribution. In the event the parties are unable to agree on an adjustment, any party may demand arbitration pursuant to the rules of the American Arbitration Association for commercial arbitration.

Initial distributions totaling less than \$363,299.69, as adjusted, shall be pro-rated among the three towns in the same proportions as the above payment schedule. Once total distributions in the amount of \$363,299.69, as adjusted, have been paid, any further distribution or distributions shall be paid equally to the three towns.

#### (C) Charges against Distribution

In the event a member town has failed to pay any amount due under the provision of Section III (F) a provision will first be credited toward the amount owed to the District by that member town.

#### SECTION IX – SALE OF SURPLUS SUPPLIES OR REAL PROPERTY

The Committee may from time to time determine to sell surplus supplies or real property. The Committee shall first offer to sell any such surplus supply or real property to the member towns. Any member town may buy such supply or real estate at a price established by generally accepted appraisal methods. In the event more than one of the member towns wishes to purchase a surplus supply or real property the Committee shall receive sealed bids from those member towns and shall sell such supply or real estate to the town submitting the highest bid which equals or exceeds the appraised value. The terms of payment by a purchasing town shall be determined by agreement between the Committee and that town, and may include payment over time, and the payment due may be carried as a charge to be made against future disbursements payable by the District to the purchasing town.

#### SECTION IX - DISSOLUTION

The Committee may at any time determine to petition the legislature to dissolve the District provided that such petition shall be approved by a vote of two thirds (2/3) of the members of the Committee, and that such petition for dissolution will provide that (i) liability for the on-going obligations of the District shall be apportioned to the former member towns in the same proportions as set forth in Section III (A); (ii) the remaining assets of the District shall be distributed to the former member towns pursuant to the provisions of Section VIII; and (iii) the former member towns will continue to be jointly liable in the proportions set forth in this Agreement for any claims arising against the District prior to its dissolution,

and each of the towns shall have a cause of action against the others for indemnity to enforce such proportional liability.

SECTION X – EFFECTIVE DATE

This Agreement shall become effective on July 1, 2020.

CERTIFICATES OF VOTE

TOWN OF CARVER

I, \_\_\_\_\_, Town Clerk for the Town of Carver, hereby certify that on \_\_\_\_\_, 20\_\_\_\_, at a meeting properly noticed and held, the Town of Carver voted to accept this AMENDED AND RESTATED AGREEMENT.

TOWN OF MARION

I, \_\_\_\_\_, Town Clerk for the Town of Marion, hereby certify that on \_\_\_\_\_, 20\_\_\_\_, at a meeting properly noticed and held, the Town of Marion voted to accept this AMENDED AND RESTATED AGREEMENT.

TOWN OF WAREHAM

I, \_\_\_\_\_, Town Clerk for the Town of Wareham, hereby certify that on \_\_\_\_\_, 20\_\_\_\_, at a meeting properly noticed and held, the Town of Town of Wareham voted to accept this AMENDED AND RESTATED AGREEMENT.

CMWRRDD and SELECT BOARD

INFORMATIONAL SUMMARY: This article would accept an amendment to the operating powers of the CMWRRDD so as to protect the three towns from financial obligations that the 9-member CMWRRDD Committee could make and that the towns would be responsible for funding. If this proposed amendment is accepted by all three towns' town meetings, going forward, any changes would have to be voted on by all three select boards. This proposed amendment would also memorialize the terms the CMWRRDD Committee has voted on to close the facilities at the end of 2020 when the financial subsidy from Covanta comes to an end.

**PROPOSED MOTION:** I move that the Town approve Article 5 as set forth in the Warrant.

(Majority Vote Required)

Recommendation: Select Board 2-3

**Motion made by James Hoffman and Seconded Alan Germain to approve Article 5 as written**

**A hand count was carried out resulting in a vote of 51 Yes and 40 No**

**ARTICLE 5 VOTE: *Passes by majority vote.***

**ARTICLE 6: DEED RESTRICTION & THEN TRANSFER TAX TITLE PARCELS TO CONSERVATION COMMISSION:**

To see if the Town will vote to transfer the care, custody, management and control of two parcels of land, shown on Assessor Map 42 as Lot 73 (known as "Recreation Area") and on Assessor Map 42 as Lot 74 (known as "Picnic Isle"), both parcels shown on a plan recorded in Plan Book 14, Page 359 with the Plymouth County Registry of Deeds, from the Treasurer-Collector held for purposes of tax title to the Conservation Commission, for the purpose of preserving said properties in perpetuity as open space and for passive recreational use, including, but not limited to, access to the public for fishing and boating, to be held subject to Article 97 of the Amendments of the Massachusetts Constitution, said parcels also to be held for the purpose of conveyance, and, further, to authorize the Conservation Commission to convey a conservation restriction on said parcels to the Commonwealth of Massachusetts, Department of Fish & Game for such consideration, which may be nominal consideration, as the Conservation Commission deems to be in the best interests of the Town, and to authorize the Select Board and the Conservation Commission to execute all documents and take all actions that may be necessary to effectuate the purposes of this article; or take any other action relative thereto.

SELECT BOARD (Two-Thirds Vote Required)

Recommendation: Select Board 5-0

INFORMATIONAL SUMMARY: These are the only parcels that are available to be transferred at this time.

**PROPOSED MOTION: I move that the Town approve Article 6 as set forth in the Warrant.**

**Motion made by Select Board Chair Sarah Hewins and Seconded by James Hoffman to approve Article 6 as written in the Warrant.**

**ARTICLE 6 VOTE: *Passes by 2/3rds vote.***

**Motion made and seconded to adjourn at 9:04 P.M.**

A True Attest:

Cara L. Dahill, Town Clerk

