

TOWN OF COLRAIN
Commonwealth of Massachusetts

Annual Town Meeting Warrant

Fiscal Year 2018

FRANKLIN SS:

To either of the Constables of the Town of Colrain in the County of Franklin.

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of said town, qualified to vote on town affairs, to meet at Colrain Central School, located at 22 Jacksonville Road at 7:00 PM in said town on Tuesday, the second day in May next, in the year of our Lord two thousand seventeen; there and then to act on the following articles:

ARTICLE #1. To see if the Town will instruct the Town Clerk to report on the election of officers and ballot questions as follows:

Selectman	3 years
Assessor	3 years
Library Trustees	3 years
Mohawk Trail Regional School District Committee Representative	3 years
Constable	3 years

ARTICLE #2. To hear reports of various town officers and act thereon, or pass any vote or votes thereto.

ARTICLE #3. To see if the Town will vote to fix the salaries of **Compensation of Elected Officers of the Town**, as provided by MGL Chapter 41, section 108 as amended; the salaries or compensations for the period of July 1, 2017 – June 30, 2018 are as follows, or pass any vote or votes in relation thereto:

	<u>Voted</u> <u>FY 2017</u>	<u>Proposed</u> <u>FY 2018</u>
Selectman, Chairman	\$3,232.00	\$3,232.00
Selectman, Clerk	\$3,232.00	\$3,232.00
Selectman, Member	\$3,232.00	\$3,232.00
Moderator	\$85.00	\$85.00
Town Clerk	\$20,155.00	\$20,558.00
Board of Assessors, Chairman	\$3,140.00	\$3,140.00
Board of Assessors, Member	\$3,140.00	\$3,140.00
Board of Assessors, Member	\$3,140.00	\$3,140.00

ARTICLE #4. To see if the town will vote to make the following appropriations to fund the **Town Operating Budget** and raise by taxation, or otherwise provide, the required amounts, or pass any vote or votes in relation thereto:

	Voted FY 2017	Proposed FY 2018
Attorney Expense	\$10,000.00	\$10,000.00
Moderator	\$85.00	\$85.00
Moderator's Expenses	\$60.00	\$60.00
Selectmen's Stipend	\$9,696.00	\$9,696.00
Office Clerk Wages	\$21,840.00	\$23,296.00
Selectmen's Expenses	\$900.00	\$900.00
Advertising	\$1,000.00	\$1,000.00
Town Accountant Salary	\$14,000.00	\$14,000.00
Assessors' Stipends	\$9,420.00	\$9,420.00
Assistant Assessor Salary	\$29,744.00	\$30,339.00
Assessors' Expenses	\$8,855.00	\$10,855.00
Treasurer's Salary	\$16,770.00	\$19,110.00
Tax Title Costs	\$21,000.00	\$21,000.00
Tax Foreclosurc Custodian	\$5,000.00	\$5,000.00
Tax Collector's Salary	\$24,960.00	\$25,480.00
Election Worker's	\$4,434.00	\$2,950.00
Town Clerk Salary	\$20,155.00	\$20,558.00
Planning Board Expenses	\$1,300.00	\$1,300.00
Town Coordinator Salary	\$58,240.00	\$62,240.00
Town Coordinator Expenses	\$500.00	\$500.00
General Highway Maintenance	\$91,251.00	\$92,571.00
Highway Department Salaries	\$270,149.00	\$277,032.00
Machinery Maintenance	\$43,000.00	\$43,000.00
Bridges	\$2,000.00	\$2,000.00
Gasoline, Diesel & Oil	\$69,800.00	\$69,800.00
CDL Drug Testing	\$2,000.00	\$2,000.00
Winter Roads	\$86,401.00	\$86,401.00
Street Lights	\$4,700.00	\$5,300.00
Library Expenses	\$34,148.00	\$32,251.00
Library Salaries	\$34,429.00	\$36,802.00
Council on Aging Expenses	\$20,000.00	\$20,000.00
Veterans Benefits	\$10,980.00	\$5,000.00
Memorial Day	\$700.00	\$700.00
Cemeteries	\$475.00	\$475.00
Police Protection Wages	\$54,314.00	\$57,314.00
Police Office Expense	\$1,716.00	\$1,800.00
Traffic Control	\$5,810.00	\$5,810.00
Police Training	\$7,818.00	\$7,818.00
Police Equipment	\$15,737.00	\$14,612.00
Police Cruiser Expense	\$10,220.00	\$10,220.00

	<u>Voted</u> <u>FY 2017</u>	<u>Proposed</u> <u>FY 2018</u>
Constables Stipends	\$583.00	583.00
Fire Protection Wages	\$44,965.00	59,404.00
Firehouse Maintenance	\$14,400.00	18,000.00
Fire Pumper Maintenance & Equipment	\$37,185.00	44,050.00
Emergency Management Expense	\$200.00	2,700.00
Emergency Manager Stipend	\$1,749.00	1,749.00
Building Inspector Salary	\$8,369.00	8,536.00
Building Inspector Expenses	\$200.00	200.00
Building Inspector Certification	\$870.00	870.00
Inspector Of Animals Stipend	\$383.00	383.00
Tree Warden Stipend	\$51.00	51.00
Transfer Station Expense	\$51,063.00	51,263.00
Transfer Station Salaries	\$14,999.00	15,299.00
Board of Health Expenses	\$4,100.00	4,100.00
Board of Health Wages	\$2,250.00	2,250.00
Town Office Maintenance	\$13,550.00	15,100.00
Town Garage Maintenance	\$25,456.00	5,000.00
Town Building Custodian Wages	\$3,754.00	3,830.00
Property/Liability Insurance	\$49,500.00	52,883.00
Professional Development	\$4,935.00	5,170.00
Office Expense	\$34,020.00	37,214.00
Town Telephone	\$4,000.00	4,000.00
Board/Committee Clerical Wages	\$1,800.00	2,000.00
Town Reports & Ballots Printing	\$800.00	800.00
Group Ins/Medi/SUI - Town Share	\$140,677.00	150,223.00
Personnel Committee Expenses	\$100.00	100.00
Finance Committee Expenses	\$330.00	330.00
Reserve Fund	\$2,000.00	2,000.00
Conservation Commission Expenses	\$100.00	100.00
Open Space Committee Expenses	\$100.00	100.00
Historic Commission Expenses	\$100.00	100.00
Pitt House Oil/Electricity	\$0.00	2,000.00
Long Term Debt - Principal	\$24,667.00	24,667.00
Long Term Debt - Interest	\$10,792.00	10,022.00
	<u>\$1,521,655.00</u>	<u>1,563,772.00</u>

ARTICLE #5. To see if the town will vote pursuant to the provisions of Section 53E1/2 of Chapter 44 of the Massachusetts General Laws, to **authorize the establishment of revolving funds for certain town departments** for the fiscal year beginning July 1, 2017 with specific receipts credited to each fund, the purposes for which each fund may be spent and the maximum that may be spent from each fund for the fiscal year as follows:

<u>Revolving Fund Title</u>	<u>Authorized to Spend Fund</u>	<u>Revenue Source</u>	<u>Use of Fund</u>	<u>FY18 Spending Limit</u>	<u>Disposition of FY17 Fund Balance</u>
Plumbing Inspector	Plumbing Inspector	Plumbing Permit Fees and Applications	Reimburse Inspector for Inspection Services	\$3,500.00	Balance Available for Expenditure in 2018
Health Inspector	Health Inspectors	Board of Health Permit Fees and Applications	Reimburse Inspectors for Inspection Services	\$5,000.00	Balance Available for Expenditure in 2018
Electrical Inspector	Electrical Inspector	Electrical Permit Fees and Applications	Reimburse Inspector for Inspection Services	\$3,500.00	Balance Available for Expenditure in 2018
Fire Inspector	Fire Department Inspectors	Fire Permit Fees and Applications	Reimburse Inspectors for Inspection Services	\$3,500.00	Balance Available for Expenditure in 2018
Dog Fund	Town Clerk, Dog Officer, and Board of Selectmen	Dog License Fees and Other Charges as Provided by Chapter 40, S 147A.	Offset Expenses Related to Administration of licenses and other Animal Control Matters	\$15,000.00	Balance Available for Expenditure in 2018
Demolition Fund	Board of Health and Building Inspector	Receipts from demolition liens, municipal abatement liens and related insurance reimbursements including court orders.	For purposes associated with demolition, boarding and securing, and abating public health nuisances related to abandoned properties as determined by the Board of Health or Building Inspector.	\$20,000.00	Balance Available for Expenditure in 2018

ARTICLE #6. To see if the town will vote to **authorize the Board of Selectmen to apply for, accept, and expend any state or federal grants that may become available**, or pass any vote or votes in relation thereto.

ARTICLE #7. To see if the town will vote to raise and appropriate the sum of \$7,500 to be used for **Interest on Indebtedness**, or pass any vote or votes in relation thereto.

ARTICLE #8. To see if the town will vote to raise and appropriate, the sum of \$282,776, and transfer from the Quintus Allen Fund the sum of \$1,866 for a total sum of \$284,642 to be used for the **Franklin County Technical School District's annual operating assessment**, or pass any vote or votes in relation thereto.

ARTICLE #9. To see if the town will vote to raise and appropriate, the sum of \$1,925,486 to be used for the **Mohawk Trail Regional School District's annual operating assessment**, or pass any vote or votes in relation thereto.

ARTICLE #10. To see if the town will vote to raise and appropriate, the sum of \$53,057 to be used for the **Mohawk Trail Regional School District's annual capital assessment**, or pass any vote or votes in relation thereto.

ARTICLE #11. To see if the town will vote to raise and appropriate, the sum of \$11,417 for its share of the **Statutory Charges and Core Service Assessment of the Franklin Regional Council of Governments**, or pass any vote or votes in relation thereto.

ARTICLE #12. To see if the town will vote to raise and appropriate, the sum of \$2,798 for its share of the **Cooperative Purchasing Program Service Assessment of the Franklin Regional Council of Governments**, or pass any vote or votes in relation thereto.

ARTICLE #13. To see if the town will vote to raise and appropriate, the sum of \$150 for its share of the **Emergency Planning Committee Service Assessment of the Franklin Regional Council of Governments**, or pass any vote or votes in relation thereto.

ARTICLE #14. To see if the town will vote to raise and appropriate, the sum of \$80,515 for its share of the cost to maintain the **Franklin Regional Retirement System**, or pass any vote or votes in relation thereto.

ARTICLE #15. To see if the town will vote to raise and appropriate, the sum of \$5,175 to pay the town's allocated share of the cost of the **Franklin County Solid Waste Management District**, or pass any vote or votes in relation thereto.

ARTICLE #16. To see if the town will vote to raise and appropriate the sum of \$2,908 to pay the town's allocated share of the cost of membership in the **Upper Pioneer Valley Veteran's Service District**, or pass any vote or votes in relation thereto.

ARTICLE #17. To see if the town will vote to raise and appropriate, the sum of \$700 to pay for its share of the **Operating and Capital Costs of the Franklin County Regional Dog Control and Adoption Center**, or pass any vote or votes in relation thereto.

ARTICLE #18. To see if the town will vote to raise and appropriate, the sum of \$2,000 to be used for the **Police Administration account** (any amount expended will be 100% reimbursed), or pass any vote or votes in relation thereto.

ARTICLE #19. To see if the town will vote to raise and appropriate, the sum of \$2,000 toward the cost of **restoration and preservation of town records**, or pass any vote or votes in relation thereto.

ARTICLE #20. To see if the town will vote to transfer from the Audit Stabilization fund, the sum of \$13,500 to pay for the cost of a **fiscal year end June 30, 2017 financial audit**, or pass any vote or votes in relation thereto.

2/3 vote required

ARTICLE #21. To see if the town will vote to transfer from the Dog Fund Revolving account, the sum of \$2,100 toward the **salary of the Animal Control Officer**, or pass any vote or votes in relation thereto.

ARTICLE #22. To see if the town will vote to raise and appropriate, the sum of \$10,000 to cover the **on-going maintenance for the G. William Pitt House**, or pass any vote or votes in relation thereto.

ARTICLE #23. To see if the town will **authorize the Selectmen to accept and expend, as an available fund, any of the bond issue or operating budget monies** (also called "Chapter" monies) from the Commonwealth of Massachusetts through the Massachusetts Department of Transportation, or pass any vote or votes in relation thereto.

ARTICLE #24. To see if the town will vote to transfer from the free cash account, the sum of \$181,914 to the **General Stabilization Account**, or pass any vote or votes in relation thereto.

2/3 vote required

ARTICLE #25. To see if the town will vote to appropriate a sum or sums of money for the stabilization funds as shown in the chart below:

Purpose	Fund	Amount	Source of Funds
Transfer Station	Transfer Station Stabilization	\$3,500	Free Cash
Highway	Highway Stabilization	\$40,000	Free Cash
Police Department	Police Stabilization	\$15,000	Free Cash
Assessor's	Assessor's Stabilization	\$3,000	Free Cash
Technology	Technology Stabilization	\$1,000	Free Cash
Fire Department	Fire Department Stabilization	\$20,000	Free Cash

2/3 vote required

ARTICLE #26. To see if the Town will vote to authorize the Select Board to enter into a rental agreement for a portion of the building and the premises associated therewith, located at 140 West Leyden Road, on a month-to-month basis, for a term not to exceed eight (8) months; and, as funding therefor and costs related thereto, raise and appropriate, transfer from available funds, and/or borrow, the sum of \$ 18,000; and further to authorize the Select Board to execute any and all documents necessary to effectuate the rental of said property; or take any action relative thereto.

2/3 vote required

ARTICLE #27. To see if the Town will vote to transfer from the free cash account the sum of Fifty Thousand Dollars \$50,000 for the **Other Post-Employment Benefits Liability Trust Fund** established under Article 36 of the 2016 Annual Town Meeting, and authorized by M.G.L. Chapter 32B, Section 20, in order to offset the anticipated future cost of providing post-retirement health and life insurance benefits to current and future retired Town employees, or take any other action relative thereto.

ARTICLE #28 : To see if the Town will vote to acquire, by gift, purchase, eminent domain or otherwise, property described as 3 River Street, being Tax Map 127, Parcel 23, described in a deed recorded with the Franklin Registry of Deeds in Book 6302, Page 98; and, as funding therefor and costs related thereto, raise and appropriate, transfer from the free cash account the sum of \$22,500; and further to authorize the Select Board to execute any and all documents necessary to effectuate the acquisition of said property; or take any action relative thereto.

2/3 vote required

ARTICLE #29. To see if the town will vote to transfer from the free cash account, the sum of \$50,000 to pay a **portion of the debt incurred due to the effects of Tropical Storm Irene**, or pass any vote or votes in relation thereto.

ARTICLE #30. To see if the town will vote to transfer from the free cash account, the sum of \$25,000 to pay for **new Fencing at the Transfer Station**, or pass any vote or votes in relation thereto.

ARTICLE #31. To see if the town will vote to transfer from the free cash account, the sum of \$15,000 to pay for the **installation of new carpet and workstations and related improvements (Phase 2) at the Town Offices**, or pass any vote or votes in relation thereto.

ARTICLE #32. To see if the town will vote to transfer from the free cash account, the sum of \$9,400 to pay for a **Police Department Speed Enforcement Monitor**, or pass any vote or votes in relation thereto.

ARTICLE #33. To see if the town will vote to transfer from the free cash account, the sum of \$3,000 to pay for **the removal and replacement of an oil tank at the Library** or pass any vote or votes in relation thereto.

ARTICLE #34. To see if the town will vote to transfer from the free cash account, the sum of \$8,000 to pay for a **building assessment of the Fire Station** or pass any vote or votes in relation thereto.

ARTICLE #35. To see if the town will vote to transfer from the free cash account, the sum of \$22,600 to pay for a **paper compactor purchase and installation at the transfer station** or pass any vote or votes in relation thereto.

ARTICLE #36. To see if the Town will vote to charge, for each written demand issued by the Tax Collector, a fee of \$20.00 to be added to and collected as part of the tax, as authorized by Massachusetts General Laws Ch. 60, Sec. 15, said fee to be effective as of July 1 2017, or act in relation thereto.

ARTICLE #37. (by petition) To see if the Town will vote to adopt the following resolution:

Be it known, that the Town of Colrain is a compassionate community whose residents respect the rights, dignity, and integrity of its citizens and visitors. As a welcoming community, we celebrate diversity, honor privacy and safety, and affirm and promote equality for all.

And furthermore, to instruct the Town Clerk to send a copy of this Declaration to our Senators and Representatives in Congress and in the Massachusetts Legislature; the Governor of the Commonwealth; and to be posted at Town buildings and on the Town website.

ARTICLE #38. (by petition) To see if the Town will vote to adopt the following resolution:

Resolution Supporting State and Federal Legislation to Provide Greater Transparency
in Political Donations and Limit the Influence of Money in Politics

WHEREAS, recent changes in funding and disclosure rules for national, state and local political elections have degraded the goals of the democratic process; and

WHEREAS, a recent decision by the Massachusetts Office of Campaign and Political Finance (OCPF) now allows an infusion of previously prohibited out-of-state money to influence local and state elections, new legislation is now required to prohibit such funding from circumventing Massachusetts state law; and

WHEREAS, in an effort to restore voter confidence in our democracy, a grassroots movement known as "Represent.Us" is working for legislative reforms to reduce the opportunity for corruption within the political system in our country by supporting a legislative reform bill known as the "American Anti-Corruption Act" (the Act); and

WHEREAS, the Act targets bribery by preventing lobbyists from donating to politicians and influencing policymaking; ends secret money by mandating full transparency; enables citizens to fund elections; closes the revolving door between Congress and lobbying firms; and enhances the power of the Federal Election Commission; and

WHEREAS, this national organization's local chapter, Represent.US Western Mass, sought and promoted an advisory referendum; specifically in the Hampshire/Franklin State Senate District (currently held by Stan Rosenberg) to build support for this initiative; and

WHEREAS, on November 4, 2014, the citizens of the above mentioned district were given the opportunity to be heard on this topic through the above advisory referendum where the question received 84 percent aggregate support across the entire district, and

NOW, THEREFORE, BE IT RESOLVED by the citizens of the Town of Colrain, Massachusetts that we support tough new anti-corruption laws to close loopholes in Massachusetts' campaign finance regulations that currently allows unregulated out-of-state money to infiltrate state and local elections; and we support the goals outlined in the American Anti-Corruption Act to remove the corrupting influence of money on our political system. The Act prohibits politicians from taking campaign money from special interest groups including private industries and unions; increases transparency for campaign funding; empowers all voters through a tax rebate voucher to contribute to the candidates they support; prohibits representatives and senior staff from all lobbying activity for five years once they leave office; and places limits on superPACs.

BE IT FURTHER RESOLVED that the citizens of the Town of Colrain, Ma. implores our elected representatives in Boston, State Senator Rosenberg and Rep. Paul Mark and in Washington, Sen. Edward Markey and Sen. Elizabeth Warren to lead this effort to enact these initiatives in Massachusetts and in the U.S. Congress.

BE IT FURTHER RESOLVED that the Clerk of the Town of Colrain, Ma is hereby directed to give notice to the above representatives by sending a certified copy of this resolution to each of

them. Where the U.S. remains one of the few countries that does not provide universal publicly funded health care.

ARTICLE #39. (by petition) We ask the Town of Colrain through its energy committee and Board of Selectmen to explore the possibility of joining the Statewide Coalition of towns working towards 100% Renewable Energy for all with the goal of voting on a Resolution to this effect at the 2018 Annual Town Meeting.

ARTICLE #40. (by petition) To see if the Town will vote to set the number of municipal light board members at five citizens of the town, pursuant to the provisions of the Massachusetts Generals Laws c.164 sec.55. And further authorize the Selectboard to appoint said five members until the next annual election and seek special legislation to validate said appointments. Of the five-member elected board, initially one shall be chosen for one year, two for two years, and two for three years, and thereafter the terms shall be for three years. The municipal light board shall have the authority to construct, purchase or lease the municipal light plant in accordance with the vote of the town and to maintain and operate the same.

ARTICLE #41. (by petition)Where the U.S. remains one of the few countries that does not provide universal publicly funded health care. Whereas there is a Massachusetts alternative to the Affordable Care Act (“Obamacare”) for less cost that will provide health care for all, better coverage, without co-pays and deductibles, and includes medical, dental and preventative care. That this bill is the “Improved Medicare for All”, House Bill 2987, Senate Bill 619 That the Town of Colrain endorses the House and Senate Bill, “Improved Medicare for All”, and will communicate its support to the State Representative and State Senate

ARTICLE #42. To see if the Town will vote to accept the addition of the Town of Rowe as a 7-12 member of the District effective July 1, 2018 by making the following amendments to the Mohawk Trail Regional Agreement (note: the amendments below are to be effective July 1, 2018):

Strike the following language in the Preamble:

The agreement entered into pursuant to Chapter 71 of the General Laws, as amended, and as supplemented by Chapter 371 of the Acts of 1993, among the Towns of Ashfield, Buckland, Charlemont, Colrain, Hawley, Heath, Plainfield, and Shelburne, hereinafter sometimes referred to as member towns, is hereby further amended in its entirety to read as hereinafter set forth.

and replace said language with the following:

The Agreement entered into pursuant to Chapter 71 of the General Laws, as amended, and as supplemented by Chapter 371 of the Acts of 1993, among the Towns of Ashfield, Buckland, Charlemont, Colrain, Hawley, Heath, Plainfield, Shelburne, and Rowe (hereinafter sometimes referred to as member towns, is hereby further amended in its entirety to read as hereinafter set forth.

Strike the following language in Section I(A):

The powers and duties of the regional school district shall be vested in and exercised by a regional district school committee, hereafter sometimes referred to as the Committee. The Committee shall consist of sixteen (16) elected members, two (2) from each town. A member appointed by the Rowe School Committee would serve as a non-voting member of the Committee as described in Section IX (G) of this Agreement. Members shall serve until their respective successor members are elected and qualified.

And replace said language with the following:

The powers and duties of the regional school district shall be vested in and exercised by a regional district school committee, hereafter sometimes referred to as the Committee. The Committee shall consist of eighteen (18) elected members, two (2) from each town. Members shall serve until their respective successor members are elected and qualified.

Strike the following language in Section I(B):

At the annual town elections in 1994, in addition to any term of office of an elected member whose term is expired, the following shall also be elected: the Town of Hawley shall elect one member for a three-year term, and one member for two-year term; the Town of Heath shall elect one member for a three-year term and one member for a one-year term; the Town of Plainfield shall elect one member for a two-year term and one member for a one-year term.

2004 Election Year – Terms of all currently elected committee members with the exception of Heath, Hawley and Plainfield, will expire as of the annual town elections in 2004. At the 2004 annual town elections two school committee members will be elected from the Towns of Ashfield, Buckland, Charlemont, Colrain, and Shelburne. The school committee member who receives the largest number of votes from his/her town will serve a term of three years. The school committee member who receives the second largest number of votes will serve a term of two years.

Thereafter, in every year in which the term of office of an elected member expires, each member town involved shall, at its annual town election, select one member to serve on the Committee for a term of three years.

and replace said language with the following:

In every year in which the term of office of an elected member expires, each member town involved shall, at its annual town election, select one member to serve on the Committee for a term of three years.

At the 2018 annual town elections in the Town of Rowe, two school committee members will be elected. The school committee member who receives the largest number of votes will serve a term of three years, and the school committee member who receives the second largest number of votes will serve a term of two years. Upon the expiration of the initial term of office, each member shall serve on the Committee for a term of three years as stated above.

Each elected member commencing with the organization of the Committee following the 2004 town elections, shall have a weighted vote to be determined by the member town's population as it relates to the total population of all member towns divided by the number of representatives to the Committee from said member town. Each weighted vote shall be determined to the nearest one-tenth and be adjusted every ten (10) years using the population figures as reported in the most recent federal decennial census.

Strike the following language in Section I(F):

The District shall have one Committee composed of representatives from each member town as set forth above. Members of the Committee from the Towns of Hawley and Charlemont will not vote on any matters that the Committee determines to concern the operation of grades kindergarten through six, exclusively.

and replace said language with the following:

The District shall have one Committee composed of representatives from each member town as set forth above. Members of the Committee from the Towns of Hawley, Charlemont, and Rowe will not vote on any matters that the Committee determines to concern the operation of grades kindergarten through six, exclusively.

Strike the following language in Section I(G):

The initial weighted votes of the Committee members established in 1994 from each member town are as follows:

<u>Member Towns</u>	<u>Number of Members</u>	<u>Weighted Vote of each Member</u>
Ashfield	3	5.6%
Buckland	3	6.3%
Charlemont	3	4.1%
Colrain	3	5.7%
Hawley	2	1.5%
Heath	2	3.5%
Plainfield	2	2.8%
Shelburne	3	6.5%

The weighted votes of the Committee have been adjusted using the population figures as reported in the most recent federal decennial census and are as follows:

<u>Member Towns</u>	<u>Number of Members</u>	<u>Weighted vote of each Member</u>
Ashfield	3	5.7%
Buckland	3	6.3%
Charlemont	3	4.3%

Colrain	3	5.7%
Hawley	2	1.5%
Heath	2	3.5%
Plainfield	2	2.5%
Shelburne	3	6.3%

The above weighted votes of the Committee members shall remain in effect until the new school committee of sixteen (16) members is reconstituted after the 2004 town election for school committee members consistent with Section I, Paragraphs A and B of the District Agreement. After the reconstitution of the committee in 2004 the weighted votes of the Committee members from each town shall be as follows:

<u>Member Towns</u>	<u>Number of Members</u>	<u>Weighted vote of each Member</u>
Ashfield	2	8.5%
Buckland	2	9.5%
Charlemont	2	6.5%
Colrain	2	8.5%
Hawley	2	1.5%
Heath	2	3.5%
Plainfield	2	2.5%
Shelburne	2	9.5%

and replace said language with the following:

The weighted votes of the Committee members from each town shall be as follows:

<u>Member Towns</u>	<u>Number of Members</u>	<u>Weighted vote of each Member</u>
Ashfield	2	8.5%
Buckland	2	9.4%
Charlemont	2	6.2%
Colrain	2	8.2%
Hawley	2	1.7%
Heath	2	3.5%
Plainfield	2	3.2%
Shelburne	2	9.3%

The above weighted votes of the Committee members shall remain in effect until the new school committee of eighteen (18) members is reconstituted after the Town of Rowe becomes a 7-12 member of the District. After the reconstitution of the Committee, the weighted votes of the Committee members from each town shall be as follows until the next federal decennial census as provided above.

<u>Member Towns</u>	<u>Number of Members</u>	<u>Weighted vote of each Member</u>
Ashfield	2	8.2%
Buckland	2	9.0%

Charlemont	2	6.0%
Colrain	2	7.9%
Hawley	2	1.6%
Heath	2	3.3%
Plainfield	2	3.1%
Rowe	2	1.9%
Shelburne	2	9.0%

Strike the following language in Section III(A):

Residents of the member towns and all residents of the Town of Rowe in grades seven through twelve will be eligible to attend school at the Mohawk Trail Regional High School, located on Route 112 in Buckland, Massachusetts.

and replace said language with the following:

Residents of the member towns will be eligible to attend school at the Mohawk Trail Regional High School, located on Route 112 in Buckland, Massachusetts.

Strike the following language in Section III(F):

The Committee shall accept for enrollment in the District High School, pupils from the Town of Rowe on a tuition basis and upon such terms as are set forth in Section IX of this Agreement. The Committee may accept for enrollment in the regional district schools pupils from towns other than the member towns and the Town of Rowe on a tuition basis and upon such terms as it may determine. In either case, income received by the District from tuition pupils shall be deducted from the total operating costs in the next annual budget to be prepared after the receipt thereof, prior to apportionment under Section IV of this Agreement to the member towns.

and replace said language with the following:

The Committee may accept for enrollment in the regional district schools pupils from towns on a tuition basis and upon such terms as it may determine. In either case, income received by the District from tuition pupils shall be deducted from the total operating costs in the next annual budget to be prepared after the receipt thereof, prior to apportionment under Section IV of this Agreement to the member towns.

Strike the following language in Section IV(H):

Third: The Committee shall apportion costs of grades seven through twelve, inclusive, to the Towns of Hawley and Charlemont in direct proportion to each town's five-year average share of student enrollment in grades seven through twelve, inclusive.

Fourth: The total budget, less the shares allocated to the Towns of Hawley and Charlemont, shall be apportioned among the district's six remaining member towns on the basis of each member town's five-year average student enrollment share. For purposes of this calculation, average enrollment share, for each of the K-12 Member Towns shall be based on its five year average proportionate share of total student enrollment in the district schools.

and replace said language with the following:

Third: The Committee shall apportion costs of grades seven through twelve, inclusive, to the Towns of Hawley, Charlemont, and Rowe in direct proportion to each town's five-year average share of student enrollment in grades seven through twelve, inclusive.

Fourth: The total budget, less the shares allocated to the Towns of Hawley, Charlemont, and Rowe shall be apportioned among the district's six remaining member towns on the basis of each member town's five-year average student enrollment share. For purposes of this calculation, average enrollment share, for each of the K-12 Member Towns shall be based on its five year average proportionate share of total student enrollment in the district schools (note: pre-K enrollment will be included in the calculation beginning in FY18 and will include the data from October 1, 2015 and October 1, 2016).

Strike the following language in Section VI(C):

For purposes of voting on the annual budget by the member towns, the approval of the District's annual budget by the town meetings of each K-12 Member Town shall constitute two "units" towards approval or disapproval of the annual district budget, while Hawley and Charlemont shall have one "unit" each, with a total of ten units needed to approve the annual budget.

and replace said language with the following:

(D) Vote on the Annual Budget

For purposes of voting on the annual budget by the member towns, the approval of the District's annual budget by the town meetings of each K-12 Member Town shall constitute two "units" towards approval or disapproval of the annual district budget, while 7-12 member towns shall have one "unit" each, with a total of ten units needed to approve the annual budget.

Strike the entirety of Section IX as follows, and renumber the remaining Sections:

SECTION IX

EDUCATION OF PUPILS FROM THE TOWN OF ROWE

(A) Special Education Pupils from the Town of Rowe

The Committee shall provide for the education of all pupils from the Town of Rowe in grades seven through twelve who are entitled to attend the District High School irrespective of the specific and particular educational needs of any pupil from said Town of Rowe, and

irrespective of whether such education for any pupil from said Town of Rowe is provided at the District High School or at any other school as may be approved by said Committee.

(B) Transportation of Pupils from the Town of Rowe

The Committee shall provide for the transportation of pupils from the Town of Rowe who are entitled to attend the District High School, to and from said District High School to the extent that such transportation is provided for pupils from member towns who are entitled to attend said District High School. The Committee shall provided for the transportation of pupils from the Town of Rowe who are entitled to attend the District High School, to and from any other school as may be approved by said Committee to the extent that such transportation is provided for pupils from member towns who are entitled to attend said District High School, to and from any other school as may be approved by said Committee.

The Town of Rowe shall bear the cost of transportation for elementary pupils attending the Rowe elementary school.

(C) Tuition Basis for Pupils Grades 7-12 from the Town of Rowe

The cost of tuition to the District High School for each pupil in grades seven through twelve who attends the District High School or any other school as may be approved by the Committee, and who resides in the Town of Rowe shall be paid by said Town of Rowe to the District during the fiscal year when each such pupil is actually in attendance. The basis of the cost of tuition to the District High School or any other school as may be approved by said Committee for each fiscal year shall be established as follows: The total Maintenance and Operating Budget for said District High School as defined in Subsection VI(D) of this Agreement, for that fiscal year, reduced by the anticipated amounts of receipts from the Commonwealth of Massachusetts to be used by the Committee to defray such budgeted maintenance and operating charges for that fiscal year, and further reduced by the anticipated amounts of surplus revenue from the District treasury to be used by the Committee to defray such budgeted maintenance and operating charges for that fiscal year, and further reduced by the amounts received from towns paying tuition to the district, consistent with the terms of Subsection III(F) of this Agreement; the balance (viz. the net operating and maintenance budget for said fiscal year) to be divided by the total enrollment of pupils in the District High School from member towns as of October 1 of the previous fiscal year and the resulting balance further divided by one and one-tenth (1.1); the final balance to equal the cost of tuition for one pupil for one complete school year.

(D) Reduction of the Cost of Tuition for Pupils Resident in the Town of Rowe

In the event the Committee reduces the net operating and maintenance costs assessed to the member towns for any fiscal year, by reduction of the Operating and Maintenance Budget for said fiscal year or by the application of additional amounts of revenue, irrespective of the source thereof, to reduce the net operating and maintenance costs assessed to said member towns for that fiscal year, the cost of tuition to the Town of Rowe for the education of its pupils during said fiscal year shall be likewise reduced in accordance with the provisions of Subsection IX(D).

(E) Schedule of Payment of Tuition Costs by the Town of Rowe

The Town of Rowe shall pay for the tuition of its pupils to the District High School, or any other school as may be approved by the Committee, such amounts as are in accordance with the provisions of Subsection IX (D), and shall make such payments twice each fiscal year at the following time: 1) not later than January 31 of each fiscal year; 2) not later than June 30 of each fiscal year.

(F) Payment of Capital Costs by the Town of Rowe

The Town of Rowe shall have the opportunity to pay a portion of capital costs as defined in Subsection IV (B) for capital projects at District High School. The Committee shall negotiate the rate of a voluntary contribution with the Rowe School Committee at the time of each capital project.

(G) Representation on the Committee

The School Committee of the Town of Rowe may appoint one of its members to represent the Town of Rowe at meetings of the Committee. The Committee shall allow such representative all powers of discussion, debate and deliberation including, but not limited to, participation in such meetings of the Committee while in executive session, but such representative shall not have the power to vote on any matter which comes before the Committee.

(H) Administrative Support Services for Rowe Pupils Grade K-6

The Town of Rowe shall have the opportunity to utilize the services of the Superintendent of Schools and central administration, and Director of Pupil Services who also directs special education, for administration of the Rowe Elementary School and bear the costs thereof.

(I) Distribution of Assets in the Event of Dissolution of the District

In the event of the dissolution of the District, its assets shall be distributed to the member towns and the Town of Rowe on the basis of each town's respective aggregate payment of capital cost to the District.

Add the following to Section XIV as a new subsection (C):

(C) Commissioner of Elementary and Secondary Education

Any amendment to the Agreement must be approved by the Commissioner of Elementary and Secondary Education.

Add the following to Section XV:

Pursuant to 603 CMR 41.03(2), all approvals, including but not limited to approval by the Commissioner of Elementary and Secondary Education, must be in place prior to December 31 for the agreement to be effective on the following July 1.

Add the following to the last paragraph of Section XVI(A):

Pursuant to 603 CMR 41.03(2), all approvals, including but not limited to approval by the Commissioner of Elementary and Secondary Education, must be in place prior to December 31 for the agreement to be effective on the following July 1.

ARTICLE #43. To see if the Town will vote to amend the MOHAWK TRAIL REGIONAL SCHOOL DISTRICT – REGIONAL DISTRICT AGREEMENT by striking the following language contained in Section III(B):

Subject to the provisions of this section, it is intended that elementary students residing in the member towns of Ashfield, Buckland, Colrain, Heath, Plainfield and Shelburne (the “pre-K-12 Member Towns”) will receive their education in facilities located in the District and will be assigned as follows: Ashfield and Plainfield residents to Sanderson Academy; Colrain residents to Colrain Central School; Buckland and Shelburne residents to Buckland Shelburne Elementary School; and Heath residents to Heath Elementary School. Notwithstanding the above, students may be educated in a District school other than as assigned above upon (i) a majority vote of the School Committee, and (ii) an affirmative vote by both (a) the member town or towns whose students are so assigned, and (b) the member town or towns served by the District school to which such students will be assigned, acceptance by each town to be a majority vote at an annual or special town meeting.

However, it is also the intent of this Agreement that the closure of a District elementary school building and the reassignment of all students being educated in that building may not be accomplished under this section. Rather such action requires an amendment to this Agreement, the process for which is contained in Section XII.

and replacing said language with the following:

The pre-K-12 Member Towns are defined as Ashfield, Buckland, Colrain, Plainfield, Heath, and Shelburne. Subject to the provisions of this section, it is intended that elementary students residing in the member towns of Ashfield, Buckland, Colrain, Plainfield and Shelburne will receive their education in facilities located in the District and will be assigned as follows: Ashfield and Plainfield residents to Sanderson Academy; Colrain residents to Colrain Central School; and Buckland and Shelburne residents to Buckland Shelburne Elementary School. Elementary students residing in Heath will receive their education in the Hawlemont Regional School District pursuant to a tuition agreement between the Mohawk Trail Regional School District and the Hawlemont Regional School District through no longer than June 30, 2023. During the period of such tuition agreement, the Town of Heath shall seek in good faith to negotiate with the Hawlemont Regional School District regarding joinder of the Town of Heath into the Hawlemont Regional School District for elementary education. The tuition agreement shall constitute a binding financial obligation of the Mohawk Trail Regional School District pursuant to the provisions of G.L. c. 40, § 4A and/or any other enabling legislation. Heath may withdraw from the Mohawk Trail Regional School District for grades PK-6 in accordance with the “Withdrawal” section of this Agreement. Heath shall remain responsible for its outstanding indebtedness, if any, including but not limited to OPEB, to the Mohawk Trail Regional School District despite such withdrawal in accordance with the terms of the Regional Agreement.

If, upon the expiration of such tuition agreement, as may be extended, Heath and the Hawlemont Regional School District have failed to reach agreement as to the joinder of Heath into the

Hawlemont Regional School District, elementary students residing in Heath will receive their education in facilities located in the Mohawk Trail Regional School District, the specific location(s) to be decided as provided herein. The Mohawk Trail Regional School Committee will offer at least two (2) facilities located in the District as options for educating the elementary students of Heath and the Heath members of the Committee will determine which one (1) facility to recommend to the Committee for the placement of all Heath resident elementary students. No facility will be approved by the Committee without the affirmative votes of both Heath Committee representatives, provided however that in the event of a tie vote between such Heath representatives, or in the event that there are vacancies in the positions of Heath representatives, a majority vote of the Committee will prevail. The determination must occur no later than November 1st of the school year prior to the change.

Notwithstanding the above, students may be educated in a District school other than as assigned above upon (i) a majority vote of the School Committee, and (ii) an affirmative vote by both (a) the member town or towns whose students are so assigned, and (b) the member town or towns served by the District school to which such students will be assigned, acceptance by each town to be a majority vote at an annual or special town meeting. However, it is also the intent of this Agreement that the closure of a District elementary school building (other than the Heath Elementary School which was closed as of June 30, 2017) and the reassignment of all students being educated in that building may not be accomplished under this section. Rather such action requires an amendment to this Agreement, the process for which is contained in Section XII.

ARTICLE #44. To see if the Town will vote to amend the MOHAWK TRAIL REGIONAL SCHOOL DISTRICT – REGIONAL DISTRICT AGREEMENT by striking the following language contained in Section IV(E)(3):

(3) Capital costs incurred by the Committee and associated with grades pre-Kindergarten to six, inclusive, of any District school or schools which may be constructed by the Committee to serve pupils from the Town of Heath shall, after deducting any receipts from the Commonwealth or other revenue source relating thereto, be assessed to the Town of Heath. Capital costs representing payments of principal and interest on bonds, notes or other obligations as issued by the Mohawk Trail Regional School District or the Committee to finance expenses in the nature of capital outlay for the purpose of construction at the site of, or reconstruction to, the Heath Elementary School or upon any Premises as may be purchased by the Mohawk Trail Regional School District for the purpose of providing facilities primarily for the education of Heath pupils only shall be borne by the Town of Heath.

and replacing said language with the following:

(3) The Heath Elementary School Building shall be returned to the Town of Heath on July 1, 2017, and the Lease between the parties shall terminate as of said date. In exchange for termination of the lease, the District shall pay to the Town of Heath a total sum of \$240,000.00, such payment to be made in no fewer than three (3) annual installments. The amounts and timing of such installments shall be as agreed upon in writing by the School Committee and the Town of Heath, provided however that the final installment shall be due no later than June 30, 2020. Any outstanding debt payments associated with the Heath Elementary School shall remain the responsibility of the Town of Heath, and the Town of Heath shall continue to be assessed for said debt in accordance with the terms of this Agreement.

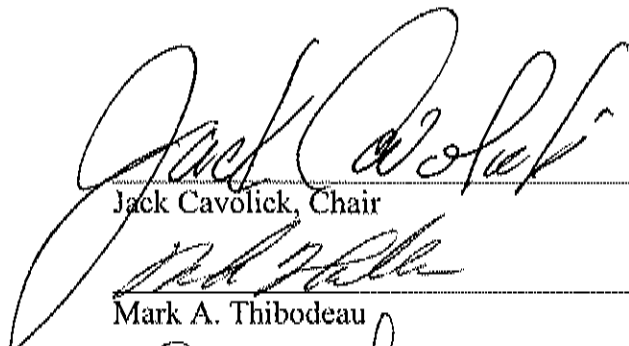
ARTICLE #45. To see if the Town will vote to amend the MOHAWK TRAIL REGIONAL SCHOOL DISTRICT – REGIONAL DISTRICT AGREEMENT by striking the following language contained in Section XI(A)(2):

2. The inhabitants of Heath shall lease the Heath School to the District for the sum of \$1.00 annually, for an initial term of twenty years, with an option for an extension of an additional twenty years, and upon such further terms as the parties thereto shall later specify.

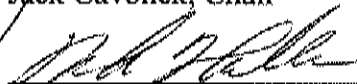
And you are directed to serve this Warrant by posting up attested copies thereof at two usual places in said town, seven days at least, before the time of holding said meeting.

Hereof, fail not, and make due return of this Warrant, with your doings thereon, to the town clerk, at the time and place of meeting, as aforesaid.

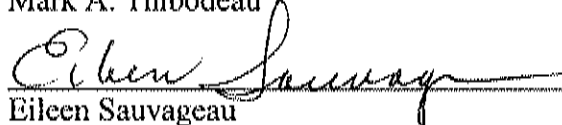
Given under our hands this tenth day of April, in the year of our Lord, two thousand seventeen.



Jack Cavolick, Chair



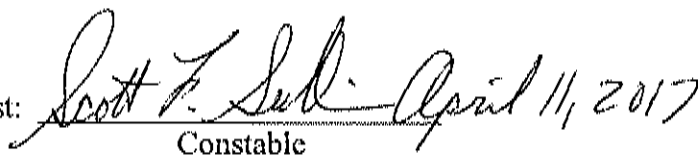
Mark A. Thibodeau



Eileen Sauvageau

Colrain Board of Selectmen

A TRUE COPY.

Attest:  April 11, 2017

Constable