

**TOWN WARRANT
FOR THE ANNUAL TOWN MEETING
2016
THE COMMONWEALTH OF MASSACHUSETTS, FRANKLIN, SS.**

To either of the Constables of the Town of Shelburne 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 in elections and in Town affairs, to meet at **MEMORIAL HALL, 51 BRIDGE STREET, SHELBURNE**, on **Tuesday, the 5th day of MAY, at SEVEN O'CLOCK in the AFTERNOON** and then and there to act upon the following articles:

ARTICLE 1. To hear the annual reports of the officers of the Town and to act thereon.

ARTICLE 2. To see if the Town will vote to set the salaries of the Elected Officials within the Town in accordance with MGL. Chapter 41, Section 108 as follows, or take any other action relative thereto.

Moderator	\$ 154	Town Clerk	\$20,582
Chairman, Board of Selectmen	\$ 2,674	Town Collector	\$27,503
Selectmen	\$ 2,449	Tree Warden	\$ 839
Selectmen	\$ 2,449		
Chairman, Board of Assessors	\$ 2,590		
Assessor	\$ 2,192		
Assessor	\$ 2,192		

ARTICLE 3. To see if the Town will vote to authorize the Town Treasurer, with the approval of the Selectmen, to borrow money from time to time in anticipation of the revenue of the fiscal year beginning July 1, 2015, in accordance with the provisions of the Massachusetts General Laws Chapter 44, Section 4, and to issue a note or notes therefore, payable within one year, and to renew any note or notes as may be given for a period of less than one year, in accordance with Massachusetts General Laws Chapter 44, Section 17, or take any other action relative thereto.

ARTICLE 4. To see if the Town will vote to authorize the Board of Selectmen to apply for and expend Massachusetts Small Cities Program grants or monies, or any Federal or State grants or monies, received as set forth in the appropriate application, or take any action relative thereto.

ARTICLE 5. To see if the Town will vote to accept and appropriate any and all funds provided to the Town by the State under Chapter 90 and such other funds as the Commonwealth of Massachusetts Department of Transportation may provide, and to authorize the Board of Selectmen to enter into contracts with Commonwealth of Massachusetts Department of Transportation for Chapter 90 monies allocated to the Town by the State, or take any action relative thereto.

ARTICLE 6. To see if the Town will vote to **approve** the following **Grade Classification and Salary Schedule** for the following positions in **General Government**, or take any other action relative thereto.

	Step	Step	Step	Step		
	1	2	3	4	Benchmark	Maximum
Grade Level I	\$12.50	\$13.50	\$14.50	\$15.50	\$16.50	\$20.50
Admin Assistant (ZBA)						
Office Assistant (COA)						
Admin Assistant (Conservation)						
Clerk (Health)						
Clerk (Planning)						
Clerk (Sewer)						
Van Driver						
Van Driver Sub						
Grade Level II	\$15.50	\$16.50	\$17.50	\$18.50	\$19.50	\$25.00
Activities Coordinator						
Laborer/Equipment Operator						
Transfer Station Operator						
Transportation Coordinator						
Grade Level III	\$17.25	\$18.25	\$19.25	\$20.25	\$21.25	\$27.00
Outreach Coordinator						
Assistant Assessor						
Grade IV	\$19.25	\$20.25	\$21.25	\$22.25	\$23.25	\$31.50
Treasurer						
Library Director						
Grade V	\$20.50	\$21.50	\$22.50	\$23.50	\$24.50	\$33.50
Senior Center Director						
Grade VI	\$27.50	\$28.50	\$29.50	\$30.50	\$31.50	\$40.50
Highway Superintendent						
Town Administrator						

ARTICLE 7. To see if the Town will **vote to approve** the following **Grade Classification and Salary Schedule** for the following positions in the **Police Department**, or take any other action relative thereto.

		Step	Step	Step	Step		
		1	2	3	4	Benchmark	Maximum
Grade Level I		\$17.71	\$18.20	\$18.70	\$19.19	\$19.68	\$28.24
Patrolman							
Grade Level II		\$23.78	\$24.44	\$25.11	\$25.77	\$26.43	\$38.05
Sergeant							
Grade Level III		\$31.89	\$32.78	\$33.66	\$34.55	\$35.43	\$51.02
Chief							

ARTICLE 8. To see if the Town will vote to appropriate sums of money for the following purposes and to raise the required amounts by taxation, or otherwise provide, or take any other action relative thereto.

4/1/2015	2015	2015	2015	2016	2016	Increase
	Request	Adjust	Final	Request	Recomm	Decrease
GENERAL GOVERNMENT	672,003	0	672,003	653,407	653,407	-3%
114 5100 Moderator's Salary	152		152	154	154	1%
122 5100 Selectmen's Salaries	7,497		7,497	7,572	7,572	1%
122 5110 General Government Salaries	102,453		102,453	106,958	106,958	4%
122 5400 Selectmen's Expense	2,160		2,160	2,130	2,130	-1%
131 5400 Finance Committee Expense	130		130	130	130	0%
132 5400 Reserve Account	2,700		2,700	2,700	2,700	0%
135 5400 Accounting Services	16,983		16,983	17,375	17,375	2%
135 5420 Audit Town Records	11,000		11,000	11,000	11,000	0%
141 5110 Assessor's Salary	6,904		6,904	6,974	6,974	1%
141 5400 Assessor's Expense	4,905		4,905	5,040	5,040	3%
141 5420 Assessor's Contracted Services	3,000		3,000	3,000	3,000	0%
145 5400 Treasurer's Expense	1,755		1,755	2,005	2,005	14%
145 5420 Payroll Expense	3,370		3,370	3,200	3,200	-5%
145 5410 Tax Title	6,000		6,000	1,000	1,000	-83%
146 5100 Town Collector's Salary	27,230		27,230	27,503	27,503	1%
146 5110 Town Collector Certification	1,000		1,000	1,000	1,000	0%
146 5400 Town Collector's Expense	5,645		5,645	5,645	5,645	0%
146 5410 Town Collection Software Maint.	5,103		5,103	5,103	5,103	0%
151 5400 Legal Expense	9,500		9,500	9,500	9,500	0%
161 5100 Town Clerk's Salary	20,378		20,378	20,582	20,582	1%
161 5400 Town Clerk's Expense	1,400		1,400	1,400	1,400	0%
161 5420 Town Reports	1,100		1,100	1,100	1,100	0%
161 5430 Preservation of Town Records	2,000		2,000	2,000	2,000	0%
162 5400 Election Expense	10,550		10,550	10,550	10,550	0%
162 5410 Registrars	1,800		1,800	1,800	1,800	0%
171 5400 Conservation Commission	2,570		2,570	2,538	2,538	-1%
175 5400 Planning Board	4,114		4,114	4,114	4,114	0%
176 5400 Zoning Board Expense	1,865		1,865	1,865	1,865	0%
182 5400 S.F. Village Partnership	7,000		7,000	7,000	7,000	0%
192 5400 Town Office Expense	6,500		6,500	6,500	6,500	0%
192 5410 Computer Account	1,540		1,540	1,540	1,540	0%
192 5420 Town Web Site	2,600		2,600	2,600	2,600	0%
192 5430 Memorial Hall Expense	15,040		15,040	15,370	15,370	2%
192 5440 Wired West Membership Fee	1,000		1,000	1,000	1,000	0%
192 5450 Memorial Hall Internet Access	2,220		2,220	2,220	2,220	0%
192 5460 Elevator Maintenance Account	8,000		8,000	8,000	8,000	0%
192 5470 Town-Wide Notification Sys.	2,463		2,463	2,463	2,463	0%
193 5400 Property & Liability Insurance	38,979		38,979	38,979	38,979	0%
193 5410 Officers Bonding	1,000		1,000	1,000	1,000	0%
199 5400 Longevity Pay	2,500		2,500	2,500	2,500	0%
691 5400 Historic Commission	200		200	200	200	0%
691 5410 APR Local Match	1,250		1,250	1,250	1,250	0%
691 5420 Land Preservation	1,250		1,250	1,250	1,250	0%

	2015	2015	2015	2016	2016	Increase
	Request	Adjust	Final	Request	Recomm	Decrease
GENERAL GOVERNMENT (cont);	298,984		298,984	297,597	297,597	0%
752 5900 Interest Expense	1,250		1,250	1,250	1,250	0%
830 5310 FRCOG - Core	17,795		17,795	15,075	15,075	-15%
830 5340 FRCOG - Highway	2,310		2,310	2,310	2,310	0%
830 5350 FRCOG - Reg. Health Services	1,438		1,438	3,000	3,000	109%
911 5400 County Retirement	81,108		81,108	85,292	85,292	5%
912 5400 Worker's Compensation	23,985		23,985	23,985	23,985	0%
913 5400 Un-Employment Insurance	7,000		7,000	1,365	1,365	-81%
914 5400 Health Insurance	152,786		152,786	155,130	155,130	2%
914 5410 Life Insurance	702		702	640	640	-9%
916 5400 Medicare	10,610		10,610	9,550	9,550	-10%
PUBLIC SAFETY	285,238		285,238	272,325	272,325	-5%
210 5110 Police Department Salaries	221,132		221,132	223,888	223,888	1%
210 5400 Police Department Expense	35,200		35,200	35,095	35,095	0%
210 5130 Constable	62		62	62	62	0%
220 5110 Fire Marshall	52		52	53	53	2%
220 5400 Forest Fires	50		50	50	50	0%
291 5100 Emergency Management Dir.	285		285	288	288	1%
291 5400 Emergency Mgmnt Expense	1,000		1,000	1,000	1,000	0%
292 5100 Animal Control Officer	3,584		3,584	3,619	3,619	1%
292 5400 Animal Control Expense	800		800	800	800	0%
294 5110 Tree Warden	831		831	840	840	1%
294 5400 Shade Tree Maintenance	6,630		6,630	6,630	6,630	0%
294 5410 Shade Tree Replacement	612		612	612	612	0%
424 5400 Street Lights	15,000		15,000	15,000	15,000	0%
EDUCATION	1,990,273		1,990,273	2,164,944	2,164,944	9%
310 5400 Mohawk Trail Reg. School	1,831,103		1,831,103	2,031,649	2,031,649	11%
320 5410 Vocation Tuition	0		0	59,000	59,000	100%
320 5400 Franklin County Tech School	159,170		159,170	74,295	74,295	-53%
HIGHWAYS	398,514		398,514	423,564	423,564	6%
422 5400 Maintenance	289,968		289,968	297,164	297,164	2%
423 5400 Snow & Ice Removal	90,146		90,146	108,000	108,000	20%
422 5410 Buildings & Grounds	18,400		18,400	18,400	18,400	0%
HEALTH-SANITATION	93,840		93,840	94,329	94,329	1%
241 5400 Building Inspection Program	6,500		6,500	6,500	6,500	0%
293 5400 Animal Inspector	598		598	604	604	1%
439 5420 Solid Waste Management Dist.	5,606		5,606	6,062	6,062	8%
433 5400 Refuse Collection	71,000		71,000	71,000	71,000	0%
439 5400 Hazardous Waste Day	1,500		1,500	1,500	1,500	0%
440 5100 Sewer Commissioner Salaries	830		830	830	830	0%
512 5100 Board of Health Salaries	2,736		2,736	2,763	2,763	1%
512 5400 Board of Health Expense	3,276		3,276	3,276	3,276	0%
512 5420 Housing Inspection Program	1,794		1,794	1,794	1,794	0%

	2015	2015	2015	2016	2016	Increase
	Request	Adjust	Final	Request	Recomm	Decrease
RECREATION	17,569		17,569	20,686	20,686	18%
630 5400 Recreation	1,644		1,644	1,661	1,661	1%
630 5410 Cowell Gym Maintenance	14,500		14,500	17,600	17,600	21%
692 5430 Bridge of Flowers	325		325	325	325	0%
692 5410 Military Band	1,100		1,100	1,100	1,100	0%
HUMAN SERVICES	178,784		179,804	186,023	186,023	3%
491 5400 Care of Hill Cemetery	2,400	320	2,720	2,880	2,880	6%
543 5410 Care of Veteran's Graves	825		825	825	825	0%
543 5400 Veteran's Benefits	44,000		44,000	44,000	44,000	0%
543 5420 Veteran's Center	3,578		3,578	4,072	4,072	14%
541 5400 Council on Aging	70,094		70,094	72,036	72,036	3%
541 5420 Senior Center Lease	2,700		2,700	2,700	2,700	0%
610 5400 Shelburne Free Public Library	27,147		27,147	28,322	28,322	4%
610 5410 Arms Library	26,495	700	27,195	29,643	29,643	9%
610 5420 Pratt Building Maintenance	700		700	700	700	0%
692 5400 Memorial Day	845		845	845	845	0%

	2015	2015	2015	2016	2016	Increase
	Request	Adjust	Final	Request	Recomm	Decrease
BUDGET SUMMARY	3,636,221		3,637,241	3,815,278	3,815,278	5%
Totals:						
General Government	672,003		672,003	653,407	653,407	-3%
Public Safety	285,238		285,238	272,325	272,325	-5%
Education	1,990,273		1,990,273	2,164,944	2,164,944	9%
Highways	398,514		398,514	423,564	423,564	6%
Health & Sanitation	93,840		93,840	94,329	94,329	1%
Recreation	17,569		17,569	20,686	20,686	18%
Human Services	178,784		179,804	186,023	186,023	3%

ARTICLE 9. To see if the Town will vote to allow the District to borrow, a sum of money, not to exceed \$250,700 to be expended under the direction of the School Building Committee for repair work to the Mohawk Trail Regional Middle & High School located at 26 Ashfield Road in Buckland, Massachusetts, to include (project listing attachment 1): boiler, doors, locker room, security, ventilation, and window upgrades totaling \$250,700. The proposed repair project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required education program, or take any other action relative thereto.

Members of the Board of Selectmen and Finance Committee do not support this article.

ARTICLE 10. To see if the Town will vote to allow the District to borrow, a sum of money, not to exceed \$734,532, to be expended under the direction of the School Building Committee for repair work to the Buckland Shelburne Elementary School located at 75 Mechanic Street in Shelburne, Massachusetts, to include (detailed listing attachment 1) re-pointing/re-caulking and masonry repairs, asbestos abatement and floor replacement, asphalt repairs/replacement totaling \$734,532. The proposed repair project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required education program, or take any other action relative thereto.

Members of the Board of Selectmen and Finance Committee do not support this article.

ARTICLE 11. To see if the Town will vote to allow the District to borrow, a sum of money, not to exceed \$90,000 to be expended under the direction of the School Committee to purchase a school bus to be used district wide totaling \$90,000. The bus would replace a bus owned by the district in excess of ten years, or take any other action relative thereto.

Members of the Board of Selectmen and Finance Committee do not support this article.

ARTICLE 12. To see if the Town will vote to allow the District to borrow, a sum of money not to exceed \$100,000, to be expended under the direction of the School Building Committee for repair work to the Sanderson Academy located at 808 Cape Street in Ashfield, Massachusetts, to include (detailed listing attached – Attachment 1) boiler replacement and heat valve replacement totaling \$100,000. The proposed repair project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required education program, or take any other action relative thereto.

Members of the Board of Selectmen and Finance Committee do not support this article.

ARTICLE 13. To see if the Town will vote to accept the amended Mohawk Trail Regional Agreement, (Attachment 2), which provides for the addition of the Town of Rowe as a 7-12 member of the District effective July 1, 2016, or take any other action relative thereto.

Members of the Board of Selectmen and Finance Committee do not support this article.

ARTICLE 14. 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), or take any other action relative thereto.

Subject to the provisions of this section, it is intended that all residents of the member towns of Ashfield, Buckland, Colrain, Heath, Plainfield, and Shelburne (the “K-12 Member Towns”) in grades kindergarten to six, inclusive, will receive their education in facilities located in the District: Ashfield and Plainfield residents at Sanderson Academy; Colrain residents at the Colrain Central School; Buckland and Shelburne residents at the Buckland-Shelburne Regional School and Heath residents at the Heath Elementary School.

and replacing said language with the following:

Subject to the provisions of this section, it is intended that elementary students residing in the members towns of Ashfield, Buckland, Colrain, Heath, Plainfield and Shelburne (the "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 XIV.

Members of the Board of Selectmen and Finance Committee do not support this article.

ARTICLE 15. To see if the Town will vote to appropriate **the sum of \$29,684** to be used to **fund the Mohawk Trail Regional School District capital budget for fiscal year 2016**; to meet this obligation **transfer \$5,000** from the **Quintus Allen Trust Fund** and **raise and appropriate the balance of \$24,684** or take any other action relative thereto.

ARTICLE 16. To see if the Town will vote to appropriate **\$35.00** from the **Ozro Miller Trust Fund Account**, said sum to be transferred to **the Memorial Day Expense Account # 001-692-5400**, or take any other action relative thereto.

ARTICLE 17. To see if the Town will vote to **transfer the sum of \$1,112 from the Cowell Gym User Fee Account #245-630-5400**; said sum to be added to the **Recreation Account #001-630-5400** and shall be used to **supplement the Cowell Gym Director's Salary**, or take any other action relative thereto.

ARTICLE 18. To see if the Town will **vote to transfer \$10,000 from the Stabilization Account #830-919-5400**, said sum to be added to the town's special purpose stabilization account entitled: **Roof Replacement/Repair Stabilization Account # 831-919-5400** for future repair and/or replacement of town-owned roofs, or take any other action relative thereto.

ARTICLE 19. To see if the Town will **vote to transfer \$15,000 from the Stabilization Account #830-919-5400**, said sum to be added to the town's special purpose stabilization account entitled: **Municipal Vehicle Stabilization Replacement Account # 832-919-5400** to be used for **replacement of town-owned vehicles**, or take any other action relative thereto.

ARTICLE 20. To see if the Town will **vote to transfer \$38,750** from the **Municipal Vehicle Replacement Stabilization Account #832-919-5400** for the **purchase of a 2016 Ford Police Interceptor SUV**, or take any other action relative thereto.

ARTICLE 21. To see if the Town will **vote to transfer \$6,000 from the Stabilization Account #830-919-5400** for the **purchase of a small utility Tractor with mower and snow blower attachments for maintenance of town-owned properties**, or take any other vote or votes relative thereto.

ARTICLE 22. To see if the Town will **vote to transfer \$10,000 from the Stabilization Account #830-919-5400** for the **purchase of a Power Reversing Angle Plow for the Highway Department**, or take any other vote or votes relative thereto.

ARTICLE 23. To see if the Town will vote to **transfer \$35,000 from the Stabilization Account #830-919-5400, said sum to be used for the Pratt Memorial Library Building – Roof Replacement Project, or take any other action relative thereto.**

ARTICLE 24. To see if the Town will vote to **transfer \$6,000 from the Stabilization Account #830-919-5400, said sum to be used for the town's share of the costs associated with the purchase of a mobile generator and associated electrical work, or take any other action relative thereto.**

ARTICLE 25. To see if the Town will vote to **transfer \$5,000 from the Stabilization Account #830-919-5400, said sum to be used for the purchase and installation of a new phone system at Memorial Hall, or take any other action relative thereto.**

ARTICLE 26. To see if the Town will vote to **establish an annual stipend of \$350 to compensate each of the three School Committee Members representing the Mohawk Regional School District (2) and the Franklin County Technical School District (1), and to meet this obligation, raise and appropriate the sum of \$1,050 from taxation, or take any other action relative thereto.**

ARTICLE 27. To see if the Town will vote to **raise and appropriate or otherwise provide the sum of \$111,183, said sum is the Town of Shelburne's share of the cost of Operation and Maintenance of the Shelburne Falls Wastewater Treatment Facility which will be raised by anticipated revenue from the Shelburne User Assessment, or take any other action relative thereto.**

ARTICLE 28. To see if the Town will vote to **raise and appropriate or otherwise provide the sum of \$12,500, said sum is the Town of Shelburne's cost of Operation and Maintenance of the Shelburne Pumping Station which will be raised by anticipated revenue from the Shelburne User Assessment, or take any other action relative thereto.**

ARTICLE 29. To see if the Town will vote to **transfer the sum of \$7,336.00 from the Sewer Enterprise reserve Fund Account #60-3-190-000 to be added to the Wastewater Treatment expense account #610-440-5400 to pay the fourth payment on the \$35,000 loan that was borrowed to pay for Shelburne's share of the replacement costs of 710ft (more or less) of the Conway Street Trunk line that was damaged by flood water, or take any other vote or votes relative thereto.**

ARTICLE 30. To see if the Town will vote to **authorize pursuant to the provisions of M.G.L. Chapter 44, section 53E ½ the following revolving funds for the fiscal year beginning July 1, 2015, or take any other action relative thereto.**

Police Department: to receive firearms license and permit fees, authorizing the Police Chief to expend up to **\$3,000** without further appropriation from such fund to pay the Commonwealth its' share of such fees and to use the remaining balance for firearms licensing related expenditures;

Town Clerk: to receive dog licensing fees, fines and/or donations, authorizing the Town Clerk to expend up to **\$2,500** without further appropriation from such fund to pay for various expenses in relation to the licensing and care of dogs;

Board of Health: to receive Inspection Fees and fines, and to authorize the Board to expend money up to **\$3,000** without further appropriation from such fund for the purpose of paying costs associated with said inspections;

Zoning Board of Appeals: to receive Advertising and Hearing Application Fees, and to authorize the Board to expend up to **\$1,000** without further appropriation from such fund for the purpose of paying costs associated with said hearings;

Recreation Committee: to receive Cowell Gym user fees; and to authorize the Committee to expend up to **\$1,500** without further appropriation from such fund for recreational related programs and supplies;

Open Space Committee: to receive monies generated by activities of the Shelburne Open Space Committee including sales of brochures, and authorize the Shelburne Open Space Committee to expend up to **\$500** without further authorization from such funds to further activities and publications of the Open Space Committee;

Agricultural Commission: to receive monies generated by activities of the Shelburne Agricultural Commission including sales of brochures, and authorize the Shelburne Agricultural Commission to expend up to **\$500** without further authorization from such funds to further activities and publications of the Shelburne Agricultural Commission.

Conservation Commission: to receive Advertising and Hearing Application Fees, and to authorize the Commission to expend up to **\$1,000** without further appropriation from such fund for the purpose of paying costs associated with said hearings.

ARTICLE 31. To see if the Town will vote to accept the provisions of G.L. Chapter 32B, Section 20 and establish a separate fund known as the “Other Post-Employment Benefits Liability Trust Fund” for the purpose of funding future financial obligations of the Town for health insurance and other post-employment benefits for retirees and further to raise and appropriate or transfer from available funds the sum of \$35,000 for said fund, or take any other action relative thereto.

ARTICLE 32. To see if the Town will vote to transfer the sum of \$126,127 in free cash to the Stabilization Account #830 919-5400, or take any other action relative thereto.

ARTICLE 33. To see if the Town will vote to authorize the Select Board to enter into a five- year contract with the Massachusetts Department of Environmental Protection and Waste Management Recycle America, LLC for recycling services at the Springfield Materials Recycling Facility or take any other action relative thereto.

ARTICLE 34. To see if the Town will vote to adopt M.G.L. Chapter 39, section 23d as follows, or take any other action relative thereto.

Section 23d: a. Notwithstanding any general or special law to the contrary, upon municipal acceptance of this section for one or more types of adjudicatory hearings, a member of any municipal board, committee, or commission when holding an adjudicatory hearing shall not be disqualified from voting in the matter solely due to that member’s absence from no more than a single session of the hearing at which testimony or other evidence is received. Before any such vote, the member shall certify in writing that he/she has examined all evidence received at the missed session, which evidence shall include an audio or video recording of the missed session, or a transcript thereof. The written certification shall be part of the record of the hearing. Nothing in this section shall change, replace, negate, or otherwise supersede applicable quorum requirements.

b. By ordinance or by-law, a city or town may adopt minimum additional requirements for attendance at scheduled board, committee, and commission hearings under this section.

ARTICLE 35. To see if the Town will vote to grant a Tax Increment Financing (TIF) agreement or Special Tax Assessment to Shelburne Woodshop, LLC, 25 Main Street (Lot 7.3 of Assessor’s Map 25), as described in the William Green, Inc/Shelburne Woodshop, LLC Certified Project Application, dated March 24, 2015 as amended which is on file with the Town Clerk, the Assessor’s Office and the Selectmen’s Office; and that the Town authorizes the Board of Selectmen to offer, negotiate, and come to agreeable terms; subject to Town Meeting approval and described or take any other vote or votes relative thereto.

ARTICLE 36. *Petition Article Requesting to Establish an Ad Hoc Local Pipeline Review Committee*

“To see if the Town will vote to authorize the Board of Selectmen to establish and appoint members to an ad hoc Local Pipeline Review Committee to determine the impacts of developing and operating the proposed natural gas pipeline through the Town by Tennessee Gas Pipeline Company, and to recommend to the Selectboard appropriate mitigation measures to be negotiated with the company.”

ARTICLE 37. To see if the Town will vote to appropriate up to the sum of \$7,500 from the Stabilization Account #830-919-5400; said sum to be used for technical and legal services relating to the proposed natural gas pipeline by Tennessee Gas Pipeline Company, or take any other vote or votes relative thereto.

ARTICLE 38. To see if the Town will vote to amend the Town of Shelburne, Massachusetts, Zoning Bylaw by inserting the following new Section 18 Large-Scale Ground-Mounted Solar-Electric Generating Installations – LSSI as follows:

SECTION 18 LARGE-SCALE GROUND-MOUNTED SOLAR-ELECTRIC GENERATING INSTALLATIONS - LSSI

18.1 PURPOSE: The purpose of this bylaw is to facilitate the creation of new *LSSIs* (see Section 18.3. Definitions) by providing standards for the placement, design, construction, operation, monitoring, modification and removal of such installations that address public safety, minimize impacts on environmental, scenic, natural and historic resources and to provide adequate financial assurance for the eventual decommissioning of such installations.

18.2 APPLICABILITY

Section 18 applies to all *LSSIs* in the Town of Shelburne. .

18.2.1. *LSSIs* shall require a Special Permit in accordance with Section 6 of the Zoning Bylaws of the Town of Shelburne. The ZBA is the Special Permit Granting Authority for this Section.

18.2.2 *LSSIs* covering more than ten (10) acres are not allowed anywhere in Town.

18.2.3 This section also pertains to physical modifications that materially alter the type, configuration, or size of *LSSIs* or related equipment.

18.3 DEFINITIONS

Large-Scale Ground-Mounted Solar-Electric Generating Installation - A solar electric system that is structurally mounted on the ground, is not roof-mounted, and covers at least one acre but not more than ten (10) acres of land.

LSSI – for the purposes of this Bylaw, Large-Scale Ground-Mounted Solar Electric Generating Installation will be abbreviated to *LSSI*.

18.4 GENERAL REQUIREMENTS FOR ALL *LSSIs*

The following requirements are common to all *LSSIs*. The requirements established in this bylaw shall supersede all other requirements which may impact the development of *LSSIs* in the existing Town of Shelburne Zoning Bylaw and/or Subdivision Control Plan.

18.4.1 Compliance with Laws, Bylaws and Regulations - The construction and operation of all *LSSIs* shall be consistent with all applicable local, state and federal requirements, including but not limited to all applicable safety, construction, electrical, and communications requirements. All buildings and fixtures

forming part of a solar electric installation shall be constructed in accordance with the Massachusetts State Building Code.

18.4.2 Building Permit and Building Inspection - No *LSSIs* shall be constructed, installed or modified as provided in this section without first obtaining a building permit and paying any required fees. All such solar energy systems shall be constructed and operated in a manner that avoids disturbances as outlined in Section 14.0 of the Shelburne Zoning Bylaw.

18.4.3 Special Permit – An applicant for a proposed *LSSI* must seek a Special Permit from the Special Permit Granting Authority (SPGA) as described in 18.10. The Special Permit may provide for a waiver from the prescribed bylaw requirements subject to Subsection 18.15

18.4.4 Pre-Application Conference – For all *LSSIs*, the applicant is strongly encouraged to meet with the Town of Shelburne Special Permit Granting Authority to conduct a pre-application conference to discuss the project, process, waivers, and submittal requirements and proposed management practices for siting, construction, screening, reducing the visual contrast, operation, and maintenance of the *LSSI*.

18.4.5 Utility Notification – No *LSSI* intended to be connected to the grid, shall be installed until evidence has been given to the Town of Shelburne SPGA that the utility company that operates the electrical grid where the installation is to be located has been informed of the solar electric installation owner or operator's intent to install an interconnected facility.

18.4.6 Proof of Liability Insurance – The applicant for a Building Permit for a *LSSI* shall be required to provide evidence of liability insurance to the Building Inspector in an amount and for duration sufficient to cover loss or damage to persons and structures occasioned by the failure of the facility until the system is dismantled.

18.4.7 Site Control – At the time of its application for a Building Permit, the applicant shall submit documentation of actual or prospective control of the project site sufficient to allow for installation and use of the proposed facility. Documentation shall also include proof of control over setback areas and access roads, if required. Control shall mean the legal authority to prevent the use or construction of any structures for human habitation within the setback areas.

18.4.8 Operation and Maintenance Plan - The project proponent shall submit a plan for the operation and maintenance of the *LSSI*, which shall include measures for maintaining safe access to the installation, storm water and vegetation controls, as well as general procedures for operational maintenance of the installation.

18.4.9 Landscape Plan - The project proponent shall submit a Landscape Plan detailing all proposed changes to the landscape of the site including vegetation removal and screening of structures. The Landscape Plan shall show the type and location of vegetation to be removed and vegetation proposed to screen the installation including appurtenant structures from public ways and adjacent properties as deemed appropriate by the SPGA. To the greatest extent feasible, the vegetative screen shall be composed of the existing vegetation and native trees and shrubs.

18.4.10 Grading Plan – The project proponent shall submit a Grading Plan detailing all proposed grading, soil erosion and run-off control, and temporary or permanent access roads.

18.5 GENERAL SITING STANDARDS

18.5.1 Setbacks - For *LSSIs*, front, side and rear setbacks and setbacks from property lines shall be as follows:

- A. Front yard: the front yard depth shall not be less than 50 feet.
- B. Side yard: each side yard shall have a depth of at least 50 feet for *LSSIs* no larger than 5 acres, 100 feet for *LSSIs* over 5 acres.

- C. Rear yard: the rear yard depth shall not be less than 50 feet for *LSSIs* no larger than 5 acres, 100 feet for *LSSIs* over 5 acres.

18.5.2 Appurtenant Structures - All appurtenant structures to *LSSIs* shall be subject to regulations concerning the bulk and height of structures, lot area and setbacks as specified in Section 18.5.1., open space, parking and building coverage requirements. All such appurtenant structures, including but not limited to, equipment shelters, storage facilities, transformers, and substations, shall be architecturally compatible with each other and the rural character of other structures in the area. Structures should be screened from view by vegetation and/or joined or clustered to avoid adverse visual impacts.

18.5.3 Height of Structures - The height of any structure associated with a *LSSI* shall not exceed 35 feet.

18.6 DESIGN AND PERFORMANCE STANDARDS

18.6.1 Lighting - Lighting of solar electric installations shall be consistent with local, state and federal law. Lighting of other parts of the installation, such as appurtenant structures, shall be limited to that required for safety and operational purposes, and shall be reasonably shielded from abutting properties. Lighting of the solar electric installation shall be directed downward and shall incorporate full cut-off fixtures to reduce light pollution. In addition, such fixtures shall be “dark sky” compliant and meet International Dark Sky FSA certification requirements. The owner/operator shall be responsible for maintenance of lighting systems.

18.6.2 Signage - Signs on *LSSIs* shall comply with Shelburne’s sign regulations, Section 9. One (1) sign consistent with Section 9 shall be required to identify the owner and provide a 24-hour emergency contact phone number. Solar electric installations shall not be used for displaying any advertising except for reasonable identification of the manufacturer or operator of the solar electric installation.

18.6.3 Utility Connections - Reasonable efforts, as determined by the SPGA, shall be made to place all utility connections from the solar electric installation underground, depending on appropriate soil conditions, shape, and topography of the site and any requirements of the utility provider. Electrical transformers for utility interconnections may be above ground if required by the utility provider.

18.6.4 Roads - Access roads shall be constructed to minimize grading, stormwater/run-off control, removal of stone walls or trees and to minimize impacts to environmental, wetlands, or historic resources. (See Scenic Road restrictions – M.G.L. Chapter 40 Section 15C).

18.6.5 Control of Vegetation – Except in the case of invasive plants listed by the Massachusetts Invasive Plant Advisory Group, herbicides may not be used to control vegetation at the *LSSI*. Mowing, grazing, or the use of pervious pavers or geotextile materials underneath the solar array, are possible alternatives. Aforementioned invasive plant species must be controlled using best management practices and effective methods least detrimental to the environment.

18.6.6 Hazardous Materials - Hazardous materials stored, used, or generated on site shall not exceed the amount for a Very Small Quantity Generator of Hazardous Waste as defined by the Massachusetts Department of Environmental Protection (DEP) pursuant to DEP regulations 310 CMR 30.000 and shall meet all requirements of the DEP including storage of hazardous materials in a building with an impervious floor that is not adjacent to any floor drains to prevent discharge to the outdoor environment. If hazardous materials are utilized within the solar electric equipment then impervious containment areas capable of controlling any release to the environment and to prevent potential contamination of groundwater are required. A list of any hazardous materials located on the site and a plan to prevent their release shall be provided to the Fire Chief at the time of application and on an annual basis.

18.6.7 Noise - Noise generated by *LSSIs* and associated equipment and machinery shall conform at a minimum to applicable state and local noise regulations, including the DEP’s Division of Air Quality noise regulations, 310 CMR 7.10. In addition, for the purposes of this bylaw, a source of sound will be considered in violation of this bylaw if the source:

- A. increases the broadband sound level by more than 5 db(A) above the pre-construction ambient noise level;
- B. produces a “pure tone” condition, when an octave band center frequency sound pressure level exceeds the two (2) adjacent center frequency sound pressure levels by three (3) decibels or more; or
- C. results in sound or noise levels greater than 33 dBA.

Said criteria are measured both at the property line and at the nearest inhabited residence. In addition, the said criteria shall be measured at any property line that is subject to sound elevations higher than ambient sound as a result of higher or lower topography in the opinion of the acoustical engineer paid for by the applicant and approved by the SPGA. “Ambient” is defined as the background A-weighted sound level that is exceeded 90% of the time measured during the quietest part of the day or night. All testing required by this bylaw shall be done by a licensed professional acoustical engineer chosen by the SPGA and paid for by the applicant. All testing shall be done in accordance with the professional standards of the appropriate accrediting agencies.

18.6.8 Visual Impacts - The *LSSI* shall be designed to minimize visual impacts including preserving natural vegetation to the maximum extent practicable, using vegetative buffers (not fences) to provide an effective visual barrier from any public roads and to visually screen abutting residential properties, whether developed or not. Landscaping shall be maintained by the owner/operator of the *LSSI*. Siting shall be such that the view of the *LSSI* from other areas of Town shall be as minimal as possible, in the sole judgment of the SPGA.

18.7 SAFETY AND ENVIRONMENTAL STANDARDS

18.7.1 Emergency Services - The *LSSIs* owner or operator shall provide a copy of the project summary, electrical schematic, and site plan to the local Fire Chief. The owner or operator shall cooperate with local emergency services to develop an emergency response plan. All means of shutting down the solar electric installation shall be clearly marked. The owner or operator shall identify a responsible person for public inquiries throughout the life of the installation.

18.7.2 Land Clearing, Soil Erosion and Farmland Impacts – To the maximum extent feasible, the facility should be located to minimize impacts to agricultural land and should be compatible with continued agricultural use. The facility shall be designed to minimize impacts to environmentally sensitive land. Clearing of natural vegetation shall be limited to what is necessary for the construction, operation and maintenance of the *LSSI* or otherwise prescribed by applicable laws, regulations, and bylaws. The design shall minimize the use of concrete and other impervious materials to the maximum extent possible. Locating *LSSIs* on grades in excess of 10% should be avoided to the maximum extent feasible.

18.7.3 Habitat Impacts – To the maximum extent feasible, *LSSIs* should not be located on Permanently Protected Open Space, Chapter 61 lands, Priority Habitat and BioMap 2 Critical Natural Landscape Core Habitat mapped by the Natural Heritage and Endangered Species Program (NHESP) and “Important Wildlife Habitat” mapped by the DEP.

18.7.4 Wetlands Impacts - The facilities, including the *LSSI* and access roads, shall meet the wetland buffer and river protection standards set forth by the Massachusetts Wetland Protection Act Regulations (310 CMR 10.0), and any additional local wetlands protection bylaws.

18.8 MONITORING, MAINTENANCE AND REPORTING

18.8.1 Solar Electric Generating Installation Conditions - The *LSSI* owner or operator shall maintain the facility in good condition. Maintenance shall include, but not be limited to, painting, structural repairs, and integrity of security measures. Site access shall be maintained to a level acceptable to the local Fire Chief and Emergency Management Director. The owner or operator shall be responsible for the cost of maintaining the *LSSI* and any access road(s).

18.8.2 Modifications – All modifications (excluding routine repairs and maintenance) to an installation after issuance of Building Permit and Special Permit, shall require approval by the Building Inspector and SPGA.

18.8.3 Annual Reporting - The owner or operator of the *LSSI* shall submit an Annual Report that certifies continued compliance with the requirements of the special permit and report the amount of electricity generated by the facility. The Annual Report shall be submitted to the Selectboard and SPGA no later than 90 days after the end of the calendar year.

18.9 ABANDONMENT, DECOMMISSIONING, FINANCIAL SURETY & INDEMNIFICATION

18.9.1 Removal Requirements - Any *LSSI* which has reached the end of its useful life or has been abandoned consistent with Section 18.9.3. of this bylaw, shall be removed. The owner or operator shall physically remove the installation no more than 150 days after the date of discontinued operations. The owner or operator shall notify the SPGA by certified mail of the proposed date of discontinued operations and plans for removal.

18.9.2 Decommissioning - Decommissioning shall consist of:

- A. Physical removal of all *LSSIs*, structures, equipment, security barriers and transmission lines from the site.
- B. Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations.
- C. Stabilization or re-vegetation of the site as necessary to minimize erosion. The SPGA may allow the owner or operator to leave landscaping or designated below-grade foundations in order to minimize erosion and disruption to vegetation.

18.9.3 Abandonment - Absent notice of a proposed date of decommissioning or written notice of extenuating circumstances, the *LSSI* shall be considered abandoned when it fails to operate for more than one year without the written consent of the SPGA. If the owner or operator of the *LSSI* fails to remove the installation in accordance with the requirements of this section within 150 days of abandonment or the proposed date of decommissioning, the Town retains the right, after the receipt of an appropriate court order, to enter and remove an abandoned, hazardous or decommissioned *LSSI*. As a condition of Special Permit approval, the applicant and landowner shall agree to allow entry to remove an abandoned or decommissioned installation. The Town's cost for the removal will be charged to the property owner in accordance with the provisions of M.G.L. 139, Section 3A as a tax lien on the property.

18.9.4 Financial Surety - Proponents of *LSSIs* shall provide a form of surety, either through an escrow account, bond or other form of surety approved by the SPGA to cover the cost of removal in the event the town must remove the installation and stabilization or re-vegetation of the landscape, in an amount and form determined to be reasonable by the SPGA, but in no event to exceed more than 125 percent of the cost of removal and compliance with the additional requirements set forth herein. Such surety will not be required for municipal or state-owned facilities. The project proponent shall submit a fully inclusive estimate of the costs associated with removal, stabilization, and re-vegetation, prepared by a qualified engineer. The amount shall include a mechanism for calculating increased removal costs due to inflation.

18.9.5 Indemnification - The owner/operator shall indemnify and hold harmless the Town of Shelburne and/or any of its citizens from any and all liabilities, losses and/or damages, including reasonable attorney fees, resulting from the failure of the owner/operator to comply with the terms of this by-law and/or negligence in the operations and maintenance of any structures built in accordance with it. Any surety provided for in this by-law shall be available for the aforementioned indemnification. The current owner is obligated to maintain the surety in its original amount. The developer and/or any subsequent owner shall adhere to the reporting requirements for the indemnification funds as stipulated by the SPGA at the time of the application for a Special Permit. Reporting requirements shall include, but are not limited to, an annual reporting of fund balances and compliance with the type of investments allowed by the SPGA.

18.10 SPECIAL PERMIT PROCESS, REQUIREMENTS & ENFORCEMENT

18.10.1 Building Permit and Building Inspection - No *LSSIs* shall be constructed, installed or modified as provided in this section without first obtaining a building permit and paying any required fees.

18.10.2 Application Requirements - Each application for a Special Permit shall be filed by the applicant with the Town Clerk pursuant to Section 9 of Chapter 40A of the Massachusetts General Laws and in accordance with the "Town of Shelburne: Special Permit or Variance or other Zoning Relief. Overview and Instruction for Filing." A complete Special Permit application to the SPGA is required. All plans and maps shall be prepared, stamped and signed by a Professional Engineer licensed to practice in Massachusetts. Any application for a *LSSI* shall contain the following:

18.10.2. A. Completed Application Form

18.10.2. B. Required Documents - The project proponent shall provide the following documents in addition to or in coordination with those required Special Permit Review under Section 6 of this bylaw.

1. Architectural, Engineering, and Site Plans showing:
 - a. A title sheet with the following:
 - b. A title labeling the company, type of proposal and location.
 - c. A locus map showing all major roadways within 2000' feet
 - d. A map showing other existing or proposed *LSSIs* within 1,000 feet.
 - e. A sheet index describing all parties involved in the project.
 - f. A project summary block labeling the applicant, facility address, owner, deed reference, facility parcel number, and current zoning district.
 - g. Property lines, map and lot from the Assessor's records, and physical features, including roads and topography, for the project site;
 - h. Proposed changes to the landscape of the site, grading, vegetation clearing and planting, exterior lighting, screening, vegetation or structures including their height;
 - i. Locations of wetlands, Priority Habitat Areas and Biomap 2 Critical Natural Core Habitat defined by the Natural Heritage & Endangered Species Program (NHESP), "Important Habitat Areas" defined by the DEP, and Permanently Protected Open Space, on or within 100 feet of the property boundary.
 - j. Locations of floodplains or inundation areas for moderate or high hazard dams;
 - k. Locations of local or National Historic Districts;
 - l. A list of any hazardous materials proposed to be located on the site in excess of household quantities and a plan to prevent their release to the environment as appropriate;
 - m. Blueprints or drawings of the solar electric installation signed by a Professional Engineer licensed to practice in the Commonwealth of Massachusetts showing the proposed layout of the system and any potential shading from nearby structures;
 - n. One or three line electrical diagrams detailing the solar electric installation, associated components, and electrical interconnection methods, with all National Electrical Code compliant disconnects and overcurrent devices;
 - o. Documentation of the major system components to be used, including the electric generating components, transmission systems, mounting system, inverter, etc.;
 - p. Name, address, and contact information for proposed system installer;
 - q. Name, address, phone number and signature of the project proponent, as well as all co-proponents or property owners, if any;
 - r. The name, contact information and signature of any agents representing the project proponent;
 - s. Documentation of actual or prospective access and control of the project site;
 - t. Provision of water including that needed for fire protection; and
 - u. Locations of woodland areas with trees 6" caliper or larger and showing which portions of the woodlands will remain in place and those areas where woodlands will be removed.

2. An operation and maintenance plan (see Section 18.4.8);

3. Landscape plan (see Section 18.4.9) and Grading Plan (see Section 18.4.10);
4. Zoning district designation for the parcel(s) of land comprising the project site (submission of a copy of a zoning map with the parcel(s) identified is suitable for this purpose);
5. Proof of liability insurance (See Section 18.4.6);
6. Description of financial surety (see Section 18.9.4);
7. Sight line representation. A sight line representation shall be drawn from that portion of any public road within one (1) mile that would have the clearest view of the proposed facility, and the closest facade of each residential building (viewpoint) within one (1) mile of the highest point (visible point) of the solar electric generating installation. Each sight line shall be depicted in profile, drawn at a scale appropriate to represent the sightline. The profiles shall show all intervening trees and buildings;
8. Existing (before condition) and proposed (after condition) photographs. Each sight line shall be illustrated by one four-inch by six-inch color photograph of what can currently be seen from any public road within one (1) mile. Each of the existing condition photographs shall have the proposed solar electric generating installation superimposed on it to show what will be seen from public roads if the solar electric generating installation is built; and
9. Documentation provided by a licensed professional acoustical engineer, approved by the SPGA and paid for by the applicant, of projected noise levels to be generated by the *LSSI*.
10. Pesticide Use Plan (see Section 18.6.5.).

18.10.2. C. Any other drawings, photographs or materials deemed necessary by the SPGA at a strongly encouraged pre-application meeting to discuss the project, process, waivers, and submittal requirements.

18.10.3 Procedure – Upon receipt of a complete application for a Special Permit for a *LSSI*, the SPGA shall review and take action upon the application in compliance with M.G.L. Chapter 40A.

18.10.4 Special Permit Approval Criteria – After notice and public hearing and after due consideration of the evidence submitted, the SPGA may grant a Special Permit provided that it finds that:

- A. The proposed *LSSI* complies with the purposes and intent of this Section and the Zoning Bylaw.
- B. The application information submitted is sufficient for the SPGA to consider approval of the Special Permit request.
- C. Documentation regarding potential environmental, community, and public safety impacts provide sufficient assurance that the project will not result in substantial adverse effects.

18.10.5 Independent Consultants – Upon submission of an application for a special permit, the SPGA will be authorized to hire outside consultants at the expense of the applicant, pursuant to section 53G of Chapter 44 of the Massachusetts General Laws.

18.10.6 Expiration – A permit issued pursuant to this bylaw shall expire if:

- A. The *LSSI* is not installed and functioning within 24-months from the date the permit is issued; the SPGA can extend the permit based upon evidence of progress and due diligence, or
- B. The *LSSI* is abandoned.

18.11 VIOLATIONS

It is unlawful for any person to construct, install, or operate a *LSSI* that is not in compliance with this bylaw or with any condition contained in a Building Permit, or Special Permit issued pursuant to this bylaw. Such systems installed prior to the adoption of this bylaw are exempt.

18.12 ADMINISTRATION AND ENFORCEMENT

This bylaw shall be administered and enforced by the Building Inspector or other official as designated. The Building Inspector may enter any property for which a building permit and special permit has been issued under this bylaw to conduct an inspection to determine whether the conditions stated in the permit have been met. If the permit holder is found not to be in compliance, the Building Inspector may require the applicant to implement all reasonable measures to mitigate unforeseen adverse impacts of the *LSSI* should they occur. The Building Inspector may request submittal of a mitigation plan outlining measures to address unforeseen adverse impacts. The *LSSI* shall cease to operate if found to not be in compliance with the requirements of the special permit, until such time as the Building Inspector has determined compliance.

18.13 PENALTIES

Any person who fails to comply with any provision of this bylaw or a permit issued pursuant to this bylaw shall be subject to enforcement and penalties as allowed by applicable law.

18.14 WAIVER OF COMPLIANCE

The ZBA may waive strict compliance with the requirements set forth in this Section of the Bylaw when in its judgment the application for said waiver meets all of the following criteria 1) in the public interest, 2) not inconsistent with the intent of Section 18 of the Zoning Bylaw, and 3) is justified due to unusual circumstances relating to the lot, land, or the *LSSI*. Any waiver request must be made in writing at the time of application with supporting documentation.

18.15 SEVERABILITY

The provisions of this bylaw are severable, and the invalidity of any section, subdivision, paragraph, or other part of this ordinance shall not affect the validity or effectiveness of the remainder of the bylaw.

ARTICLE 39. To see if the Town will vote to amend the following sections of the Town of Shelburne, Massachusetts, Zoning By-Law as follows:

Section 4.3 TABLE OF USE REGULATIONS – add the following to ENERGY GENERATION USES

	<u>RA</u>	<u>VR</u>	<u>VC</u>	<u>C</u>	<u>I</u>	<u>See</u>
Large-Scale Ground-Mounted Solar Electric Generating Installation (<i>LSSI</i>)	SP	N	N	SP	SP	Sec. 18

Section 5.2 DIMENSIONAL SCHEDULE—add the following footnote:

(f) Setbacks and height restrictions for a *LSSI* are described in Section 18.5.1.

ARTICLE 40. To see if the Town will vote to amend the Town of Shelburne, Massachusetts, Zoning By-law by deleting the existing Section 9 Sign Regulations and replacing it with the following:

SECTION 9.0 – SIGN REGULATIONS

Preamble - The intention of this *Sign* Bylaw is to establish rules governing *Signs* in the Town of Shelburne which direct local residents and visitors to local and regional businesses, services, and activities, and otherwise provide information. The goal is to allow *Signs* which are consistent with, and serve to maintain, the rural, agricultural, “small-town,” and regional-gateway character of the Town.

9.1. Commonwealth of Massachusetts Department of Transportation Approval

The placement and form of any *Sign* located in the right-of-way of the state highways in Town are covered by Commonwealth of Massachusetts Department of Transportation regulations and must comply with such regulations. See MGL Chapter 85, Section 2D and the MassDOT-Highway Division’s Tourist Oriented Directional Signing (TOD) General Information and Application and the Massachusetts Agricultural Directional Signage Program of the Mass Department of Agricultural Resources) for more details. The Town of Shelburne does not regulate *Signs* located in the state highway right-of-way.

9.2. Definitions

9.2.1 *Agricultural Business Establishment:* For the purposes of this Section 9, a *Commercial Enterprise* that sells agricultural products, produced by the owner of the enterprise and which are made from agricultural products grown or raised in the Town of Shelburne.

9.2.2 *Agricultural Sign:* A *Sign* that advertises the sale of agricultural products by the producer of such products which are grown or raised in the Town of Shelburne.

9.2.3 *Commercial Enterprise:* For purposes of this Section 9, an enterprise, profit or non-profit, engaged in business of the purchase and/or sale of goods or services, the production of goods, and/or charitable activities.

9.2.4 *Commercial Sign:* A *Sign* which advertises the sale of products or the provision of services by a commercial enterprise.

9.2.5 *Freestanding Sign:* A *Sign* that is not attached to a building but to a self-supporting fixed structure which is permanently attached to the ground. A *Freestanding Sign* may only be one- or two-sided.

9.2.6 *Off Premises Sign:* A *Sign* that directs attention to a *Commercial Enterprise* which is not carried on, or offered on, the property where the *Sign* is located.

9.2.7 *Portable Sign:* A *Sign* (a) that does not require a zoning permit, (b) is not permanently attached to the ground or a building or not designed to be permanently attached to the ground or to a building, and (c) does not meet the definition of a *Temporary Sign*. *Signs* attached to vehicles, trailers, or other movable objects regularly located for display are also *Portable Signs*.

9.2.8 *Sign:* Any device, structure, fixture, banner, flag, or placard that is visible from a public right-of-way or surrounding properties for the purpose of directing attention to a *Commercial Enterprise* or otherwise communicating a message.

9.2.9 *Special Event:* An activity or series of activities sponsored and/or conducted by governmental, charitable, community or commercial group, or non-profit, tax-exempt entity, which include

the gathering of individuals, whether on public or private property, for a common purpose for a period of one hour or longer. *Special Events* include, but are not limited to, concerts, fairs, carnivals, circuses, parades, flea markets, marathon, walkathons, festivals, races, bicycle events, celebrations or any other gathering or events of a similar nature.

9.2.10 Temporary Sign: A *Sign* that is related to some activity which will happen within twenty-one (21) days or is currently happening. *Signs* attached to or projecting from the outside of a building or from *Freestanding Signs* that are regularly or occasionally replaced or substituted are not *Temporary Signs*.

9.2.11 Trailblazing Sign: *Signs* installed under the MassDOT Highway Division guidelines directing tourists to attractions. These *Signs* should display the distance to the attraction in addition to directional information. See MGL Chapter 85, Section 2D and the MassDOT-Highway Division's Tourist Oriented Directional Signing (TOD) General Information and Application

9.3. Signs Permitted as of Right by this Bylaw

9.3.1 The following *Signs* are permitted as of right by this Bylaw:

9.3.1.1 A *Temporary Sign* political in nature erected on private property which meets all of the following conditions: (a) no more than six (6) square feet in area on a side, (b) located at least five (5) feet from the front property line, (c) no more than five (5) feet above ground level, (d) not-illuminated, and (e) in place no more than thirty days prior and fourteen (14) days after the relevant election, Town Meeting, or other vote or decision.

9.3.1.2 A *Temporary Sign* erected on a lot by a contractor which meets all of the following conditions: (a) no more than six (6) square feet in area on a side, (b) located at least five (5) feet from the front property line, (c) no more than five (5) feet above ground level, (d) not-illuminated, (e) in place while the contractor is actually performing work on that lot, and (f) in place no more than fourteen days prior to the start and fourteen (14) days after completion of the project.

9.3.1.3 A *Temporary Sign* erected by a real estate agent or rental agent advertising sale or rental of the premises on the lot upon which the *Sign* is located which meets all of the following conditions: (a) no more than six (6) square feet, (b) located at least five (5) feet from the front property line, (c) no more than five (5) feet above ground level, (d) not-illuminated, and (e) in place no more than fourteen (14) days after the rental or sale of the premises.

9.3.1.4 A *Temporary Sign* advertising a *Special Event* being conducted within the Town of Shelburne which meets all of the following conditions: (a) no more than twenty-one (21) square feet in area on a side, (b) located at least five (5) feet from the front property line, (c) no more than five (5) feet above ground level, (d) not-illuminated, (e) located on private property, (f) one of no more than 5 such *Signs* in the Town of Shelburne sited as reasonably necessary to direct participants to the event location, and (g) in place no more than twenty-one (21) days prior and fourteen (14) days after the *Special Event* being advertised.

9.3.1.5 A *Temporary Sign* advertising a *Special Event* being conducted within the Towns of Ashfield, Buckland, Charlemont, Colrain, Conway, Hawley, Heath, or Rowe, which meets all of the following conditions: (a) no more than twenty-one (21) square feet in area on a side, (b) located at least five (5) feet from the front property line, (c) no more than five (5) feet above ground level, (d) not-illuminated, (e) located on private property on a road leading to the town in which the event is being conducted, (f) one of no more than two (2) such *Signs* per numbered state route located in the Town of Shelburne which are separated by at least .5 miles of distance, (g) the only such *sign* on a lot, and (h) in place no more than twenty-one (21) days prior and fourteen (14) days after the *Special Event* being advertised.

9.3.1.6 A *Temporary Sign* in the form of a banner strung across Bridge Street in the Village Commercial Zone advertising a *Special Event* being conducted within the Town of Shelburne, which meets all of the following conditions: (a) no more than two and a half (2 ½) feet wide and twenty-

five (25) feet long, (b) approved for installation by a vote of the Board of Selectmen, or by a non-profit organization designated by the Board of Selectmen to make such determinations, (c) not-illuminated, (d) installed in a manner and location which has been approved by the Board of Selectmen, and (e) in place no more than twenty-one (21) days prior and fourteen (14) days after the *Special Event* being advertised.

9.3.1.7 Legal notices, identification, informational, warning, or directional *Signs* created or required by governmental bodies and road *Signs* identifying the name of private roads.

9.3.1.8 A plaque, tablet, or inscription indicating the name of a building, date of erection, or other commemorative information, which meets all of the following conditions: (a) no more than thirty (30) square feet in area, (b) an integral part of the building structure or attached flat to the face of the building, and (c) not directly illuminated.

9.3.1.9 The flags of the United States of America, Military Memorial, Commonwealth of Massachusetts, and/or the Town of Shelburne. Non-commercial flags that are not illuminated.

9.3.1.10 A *Sign* on residential property indicating the address and/or the name of the person(s) or family residing in the premises and/or pertaining to an accessory use (other than a home-based business) permitted under the Town of Shelburne Zoning Bylaw which meets all of the following conditions: (a) no more than two (2) square feet in area on one side, (b) located at least five (5) feet from the front property line, (c) no more than five (5) feet above ground level, (d) not-illuminated, and (d) the only such *Sign* on the lot.

9.3.1.11 A *Sign* pertaining to a home-based business operating on the premises which business is permitted under the Town of Shelburne Zoning Bylaw which meets all of the following conditions: (a) no more than twelve (12) square feet in area on a side, (b) located at least five (5) feet from the front property line, (c) no more than eight (8) feet above ground level, (d) not-illuminated, and (e) the only such *Sign* on the lot.

9.3.1.12 A *Sign* advertising the name of the business or organization which maintains the landscaping on a Town-owned or Commonwealth of Massachusetts-owned public space for free or for a reduced fee which *Sign* meets all of the following conditions: (a) no more than one (1) square foot in area on a side, (c) no more than two (2) feet above ground level, and (d) not-illuminated.

9.4. General Regulations

9.4.1 *Temporary Signs*, *Signs* on residential property, and plaques, tablets, or inscriptions on buildings in which do not meet the requirements set forth in Section 9.3, above, are not permitted.

9.4.2 *Signs* that are permitted and regulated by this Bylaw are *Freestanding Signs* or *Signs* painted on, or attached to, a building or *Portable Signs* permitted by Section 9.5, below.

9.4.3 *Signs* attached to a building shall not extend above a flat roof or the elevation of the front wall by more than two (2) feet.

9.4.4 The total area of *Commercial Signs* in the Village Commercial (VC) district, regardless of type (Freestanding, painted, attached to a building, portable, or flags), on a lot shall not cover more than 10% of first floor business store frontage area on the street toward which the *Signs* are oriented.

9.4.5 The total area of *Commercial Signs* outside the Village Commercial (VC) district, regardless of type (Freestanding, painted, attached to a building, or flags), on a lot shall not be more than one (1) square foot per linear foot of lot frontage on the street toward which the *Signs* are oriented and the surface area of each *Sign* shall not aggregate more than ten percent (10%) of the area of the wall area on which it is displayed.

9.4.6 No individual *Sign* shall exceed eighteen (18) feet in height above ground level.

9.4.7 The area of *Signs* shall be determined by calculating the area of the actual square footage of the *sign* frame, or the smallest enclosing rectangle which includes the *Sign*'s wording and any other design elements, whichever is greater. Example:



9.4.8 *Signs* attached to or projecting from the outside of a building or from a *Freestanding Sign* that are regularly or occasionally replaced or substituted are included in the maximum allowable area for *Signs* on a lot.

9.4.9 *Signs* painted on or placed on a window are included in the maximum allowable area for *Signs* on a lot.

9.4.10 No *Signs* may be located in the public right-of-way, except as allowed by subsection 9.3.1.7, 9.3.1.12, above or subsection 9.5.1, below.

9.4.11 If a *Sign* is illuminated, the source of light shall be either from within the *Sign* or shall be white light exterior to the *Sign* and shielded so as to prevent direct glare from the light source onto any public street or onto any adjacent property. Neon *Signs* shall not exceed 6 square feet and only one neon *Sign* is allowed per lot.

9.4.12 *Signs* in residential districts may not be illuminated except for *Signs* identifying a place open to the public, such as a church, lodging establishment or nursing home.

9.4.13 *Signs* that may be confused with traffic control *Signs* or signals because of their size, location, movement, content, coloring, or manner of illumination are not permitted.

9.4.14 No *Sign*, except time and temperature indicators, flags, or barber poles, or flags described in Section 9.7.3, below, may flash, blink, scroll, or move.

9.4.15 No *Sign* may generate music or an audible message.

9.4.16 Not more than one (1) *Freestanding Sign* may be erected on any lot except:

9.4.16.1 If required under the terms of a special permit issued by the SPGA for the purpose of traffic safety, a second *Freestanding Sign* may be erected on one lot if oriented to, and intended to be read from the Mohawk Trail.

9.4.16.2 A second *Freestanding Sign* may be erected on one lot if said lot has at least 100 feet of road frontage on each of two (2) public ways, and where one *Sign* is oriented to and intended to be read from one of the public ways, and the second from the other public way

9.4.17 The General Regulations set forth in this Section 9.4 shall apply to (a) a historic site marker or plaque, (b) a gravestone, and (c) a *Sign* directing and guiding traffic, pedestrians, and/or parking on the premises where the *Sign* is located if it bears no advertising matter (including business name or products), is no more than two (2) square feet in area on a side and is not illuminated.

9.5. ***Portable Signs***

Portable Signs are not permitted, except those which are consistent with the following:

9.5.1 A *business establishment* located in the Village Commercial (VC) district may have one *Portable Sign* which shall be placed on the sidewalk in front of the business establishment if it is located on a public way, or if the establishment is not located directly on a public way, at a location on the nearest public way.

9.5.2 Any *Commercial Enterprise* located in the Town of Shelburne outside the Village Commercial (VC) district may have one *Portable Sign* which shall be placed on the lot where the business establishment is located.

9.5.3 One (1) *Portable Sign* placed near the Bridge Street end of the Iron Bridge - which *Sign* generally directs potential customers to Buckland businesses.

9.5.4 An *Agricultural Business Establishment* that is located in the Town of Shelburne but not on the Mohawk Trail may place one (1) an off-premises *Portable Sign* which is also an *Agricultural Sign* in a location on private property on the Mohawk Trail at the closest intersection to the *Agricultural Business Establishment* during its sales season with the written permission of the landowner on which the *Sign* is placed.

9.5.5 A farmers market located in the Town of Shelburne may, during its season of operations, have a *Portable Sign* which shall be placed on the lot where the market is located and up to five (5) off-premises *Portable Signs* as reasonably required to direct potential customers to the market.

9.5.6 *Portable Signs* permitted by this Section 9.5 shall be located so as to not unreasonably impede pedestrian or vehicular traffic.

9.5.7 *Portable Signs* in the Village Commercial (VC) district shall be displayed only during hours of business operation.

9.5.8 The area of *Portable Signs* shall not exceed twelve (12) square feet on a side.

9.6. Non-Portable Commercial Signs

9.6.1 One *Commercial Sign* in the form of a flag is permitted provided said flag does not exceed fifteen (15) square feet in surface area and is displayed on a permanent flag pole.

9.6.2 A *Freestanding Sign* may have more than one *Commercial Sign* on it with a maximum area of sixty-four (64) square feet of area on a side.

9.6.3 Except as otherwise provided in Section 9.4, above, and Section 9.7, below, all *Commercial Signs* must pertain to the sale of products, the provision of accommodations or services, or to activities conducted, on the premises where the *Sign* is located.

9.7. Off-Premises Commercial Signs

9.7.1 *Commercial Signs* that are not *Portable Signs* and which pertain to the sale of products, the provision of accommodations or other services, or activities conducted, not on the premises where the *Sign* is located are permitted only in accordance with this Section 9.7.

9.7.2 *Trailblazing Signs* accompanying and related to Commonwealth of Massachusetts Department of Transportation Tourist Oriented Directional Signs ("TOD" *Signs*) may be permitted by the Zoning Board of Appeals provided that a public hearing is held by the Board giving property owners who may be aggrieved by the placement of such *Signs* the right to object. *Trailblazing Signs* shall conform to the following regulations:

9.7.2.1 A *Sign* assembly shall consist of no more than three (3) *Sign* panels mounted on a support post, with not more than one (1) *Sign* panel per applicant.

9.7.2.2 Not more than one (1) *Sign* assembly allowed for an intersection or other decision-making point. No straight ahead application shall be allowed.

9.7.2.3 A *Sign* panel shall be eight (8) inches high by twenty-four (24) inches wide. It shall have a "TOD" blue background, a white border, a white legend, a directional arrow, and may include mileage.

9.7.2.4 Applicants shall be responsible for the full costs for fabricating and supplying the *Sign* panel(s), and shall also be responsible to the Town of Shelburne for the cost of vandal-proof fasteners and support posts.

9.7.2.5 The Town of Shelburne highway department shall be reimbursed by the applicant, for the cost of installing the *Sign* supports, attaching the *Sign* panels to the supports and for maintaining the *Sign* assembly.

9.7.2.6 Any *Sign* panels destroyed by accident, vandalism or wear shall be replaced at the expense of the applicant.

9.7.2.7 The location of an existing traffic control device, or the need for a new device, shall take precedence over the location of a *Trailblazing Sign*, either existing or proposed location of a *Trailblazing Sign*, either existing or proposed.

9.7.3 A municipal directory of businesses and/or points of interest may be created and installed with the permission of the Board of Selectmen. A directory of businesses may be permitted or required of a developer of commercial real estate by the Zoning Board of Appeals as a condition of a Special Permit. A directory of residences may be permitted or required of a developer of a residential subdivision by the Planning Board. Such directories must be appropriate to their location and comply with all other regulations applicable to the zoning district in which they are located.

9.7.4 The Board of Selectmen may authorize the placement of one or more *Commercial Signs* located on the Mohawk Trail easterly of the Village of Shelburne Falls directing visitors to the Village.

9.8. Pre-Existing Signs

A *Sign* that would otherwise be regulated by this Bylaw and that legally existed under the Town of Shelburne *Sign* Bylaw in effect prior to the approval of this Bylaw by Town Meeting shall be deemed a pre-existing, non-conforming, permitted *Sign*.

9.9. Enforcement

9.9.1 The Building Inspector shall be the enforcement officer for this *Sign* Bylaw.

9.9.2 All *Signs* that are regulated by this Bylaw shall require a *Sign* zoning permit issued by the Building Inspector prior to being installed. The Building Inspector shall issue a *Sign* zoning permit if the Building Inspector determines that the proposed *Sign* meets the standards set forth in this Bylaw. No *Sign* shall be erected which does not conform to the issued *Sign* zoning permit.

9.9.3 The Building Inspector is authorized to order the repair or removal of any *Sign* and its supporting structures which in his/her judgment is dangerous, in disrepair, has been abandoned, or is erected, installed, or maintained contrary to this Bylaw.

ARTICLE 41. To see if the Town will vote to amend the following sections of the Town of Shelburne, Massachusetts, Zoning By-Law as follows:

Table of Contents - Remove the Table of Contents as an official part of the bylaw. A Table of Contents will be attached to the zoning bylaw for information purposes only.

ARTICLE 42. To see if the Town will vote to amend the following section of the Town of Shelburne, Massachusetts, Zoning By-Law as follows:

Section 2.30 – change the definition of Principal Use to read: “Principal Use/Principal Structure: The primary purpose for which land or a building is designed, arranged, maintained or occupied.”

ARTICLE 43. To see if the Town will vote to amend the following sections of the Town of Shelburne, Massachusetts, Zoning By-Law as follows:

Section 4.0 USES PERMITTED BY RIGHT OR SPECIAL PERMIT, OR PROHIBITED

Insert the sentence- “No building or structure shall be erected or land used except as permitted by this Bylaw.”

Section 4.1 LIMIT ON PRINCIPAL STRUCTURES PER LOT --Change 4.1 to read as follows:

4.1 LIMITS ON STRUCTURES AND USES

No more than one principal structure or use is allowed on a lot.

4.1.1 Exception: If the lot is located in the Village Commercial, Commercial, or Industrial District; all the dimensional requirements of Section 5 are met; and the applicant has been issued a Special Permit from the Zoning Board of Appeals, permitting more than one principal structure or use.

4.1.2 Exception: If the use is regulated by Section 16 of this Bylaw regardless of the zoning district location; all the dimensional requirements of Section 5 are met; and the applicant has been issued a Special Permit from the Zoning Board of Appeals permitting more than one principal structure or use.

ARTICLE 44. To see if the Town will vote to amend the following sections of the Town of Shelburne, Massachusetts, Zoning By-Law as follows:

Section 16.3.3 -- Change 16.3.3 to read: “Where an Application may be required under Subsection 16.9, the applicant is strongly encouraged to meet with the Town of Shelburne Zoning Board of Appeals (ZBA) at a pre-application conference to discuss the project, process, waivers, and submittal requirements.”

Section 17.4.4 – Change 17.4.4 to read: “For all PUWES, the applicant is strongly encouraged to meet with the SPGA at a pre-application conference to discuss the project, process, waivers, and submittal requirements.”

ARTICLE 45. To see if the Town will vote to amend the following sections of the Town of Shelburne, Massachusetts, Zoning By-Law as follows:

Section 16.5.B.1. – Change 16.5.B.1 a. through d. to read as follows:

“B. FACILITIES PERMITTED OUTSIDE THE *CRSOD*:

1. Outside the *CRSOD*, the following activities are permitted following the review and approval of Architectural and Engineering Plans by the Zoning Board of Appeals (such plans shall be prepared in accordance with Subsections 16.5.A and 16.9.A.1-8 of this bylaw):

.a. The *collocation* of antennae on an existing *CRS tower* that does not exceed 10 feet above tree line or 100 feet above the ground, whichever is less, and/or the *addition* of one or more accessory structures at an existing *CRS facility*;

b. The replacement of any *CRS tower* with another of the same height; or

c. The installation of building, roof or wall-mounted CRS facilities subject to Subsection 16.3 and Subsection 4.1 of this bylaw provided that: No equipment, antennae, or structures associated with the CRS facility shall exceed 10 feet above the height of the building or 100 feet above the ground, whichever is less; AND all antennas and accessory equipment shall be fully screened to be harmonious and architecturally compatible with the building, including but not limited to painting equipment to match the building.

ARTICLE 46. To see if the Town will vote to amend the following section of the Town of Shelburne, Massachusetts, Zoning Bylaw as follows:

Section 16.10 – Change 16.10 to read as follows:

16.10 WAIVERS:

The ZBA may waive strict compliance with the requirements set forth in this Section of the Bylaw when in its judgment the application for said waiver meets all of the following criteria 1) in the public interest, 2) not inconsistent with the intent of the Zoning Bylaw, and 3) is justified due to unusual circumstances relating to the lot, land, structures or the network. Any waiver request must be made in writing at the time of application with supporting documentation. Said waiver would be granted only after consultation with the Planning Board and the Board of Selectmen.

ARTICLE 47. To see if the Town will vote to amend the following section of the Town of Shelburne, Massachusetts, Zoning By-Law as follows:

17.9.1 Abandonment or Decommissioning-Removal Requirements – amend the third sentence to read as follows: “Upon a Notice of Abandonment issued by the Building Inspector, the PUWES owner will have 30 days to provide sufficient evidence that the system has not been abandoned. If the Building Inspector finally determines the system has been abandoned, the Town shall have the power to seek a court warrant granting the town the authority to enter the owner’s property and remove the system at the owner’s expense.”

**MOHAWK TRAIL REGIONAL SCHOOL DISTRICT
FIVE YEAR CAPITAL BUDGET
FY16 - FY20**

SCHOOL	CAPITAL PROJECT	FY15 CAPITAL VOTED	FY16-FY20 CAPITAL NEEDS	FY16 CAPITAL REQUEST	TOTAL BORROWING AUTHORITY	FY16 OPERATING BUDGET	NOTES
HS/MS	Tennis Court Repairs		\$25,000	\$25,000	\$25,000		
HS/MS	Security Cameras		\$15,000	\$15,000	\$15,000		
HS/MS	High School Boiler Replacement		\$50,000	\$50,000	\$50,000		
HS/MS	Replace Exterior Doors		\$34,200	\$34,200	\$34,200		
HS/MS	Boy's locker room renovation		\$35,000	\$35,000	\$35,000		
HS/MS	Repair teacher parking lot (fill cracks and pot holes)			\$0	\$0	\$7,000	
HS/MS	Caulk metal to brick joints at windows		\$25,000	\$25,000	\$25,000		
HS/MS	Repaint electrical vault			\$0	\$0	\$4,608	
HS/MS	Replace Building D Condenser units		\$12,500	\$12,500	\$12,500		
HS/MS	Re-build Auditorium Air Handling unit		\$12,000	\$12,000	\$12,000		
HS/MS	Upgrade lighting equipment in auditorium		\$30,000	\$30,000	\$30,000		
HS/MS	Main electrical switchgear room requires two means of egress			\$0	\$0	\$5,000	
HS/MS	Re-build gym Air Handling unit		\$12,000	\$12,000	\$12,000		
	HS/MS Total	\$0	\$250,700	\$250,700	\$250,700	\$16,608	
DISTRICT	Replace School Bus	\$0	\$90,000	\$90,000	\$90,000		
BSE	Bandshell Repairs		\$10,000	\$0	\$0		Revised After School Committee Vote
BSE	Asbestos Abatement for North Wing Classrooms 13-21		\$59,500	\$59,500	\$59,500		
BSE	Asbestos Abatement for South Wing Classrooms 1-9		\$53,550	\$53,550	\$53,550		
BSE	Asbestos Abatement for Office Area		\$13,450	\$13,450	\$13,450		
BSE	Replacement of Asbestos Abatement Flooring Phase 1, Rms 13-21, North Wing		\$34,080	\$34,080	\$34,080		
BSE	Replacement of Asbestos Abatement Flooring Phase 2, Rms 1-9, South Wing		\$34,080	\$34,080	\$34,080		
BSE	Replacement of Asbestos Abatement Flooring Phase 3, Offices		\$6,393	\$6,393	\$6,393		
BSE	Repair Asphalt in front of School, Phase 2		\$55,000	\$55,000	\$55,000		
BSE	Repoint Bricks and Masonry on School Building (North Side)		\$200,000	\$200,000	\$200,000		6,250sf x \$32/sf
BSE	Repoint Bricks and Masonry on School Building (South Side)		\$200,000	\$200,000	\$200,000		6,250sf x \$32/sf
BSE	Repair and Repoint Brick Pilasters (North Side)		\$18,240	\$18,240	\$18,240		11 Pilasters 570sf x \$32/sf
BSE	Remove and Rebuild Brick Pilasters (North Side)		\$21,000	\$21,000	\$21,000		6 Pilasters x \$3,500
BSE	Repair and Repoint Brick Pilasters (South Side)		\$18,240	\$18,240	\$18,240		11 Pilasters 570sf x \$32/sf
BSE	Remove and Rebuild Brick Pilasters (South Side)		\$21,000	\$21,000	\$21,000		6 Pilasters x \$3,500
BSE	Remove and Rebuild Brick Pilasters (South Side)		\$21,000	\$21,000	\$21,000		
BSE	Loading Dock masonry repair			\$0	\$0	\$3,500	
BSE	Repalce condensing unit #2 over library			\$0	\$0	\$7,500	
	BSE Total	\$0	\$744,532	\$734,532	\$734,532	\$11,000	

**MOHAWK TRAIL REGIONAL SCHOOL DISTRICT
FIVE YEAR CAPITAL BUDGET
FY16 - FY20**

SCHOOL	CAPITAL PROJECT	FY15 CAPITAL VOTED	FY16-FY20 CAPITAL NEEDS	FY16 CAPITAL REQUEST	TOTAL BORROWING AUTHORITY	FY16 OPERATING BUDGET	NOTES
SAN	Digout and replace surface drainage below eaves	\$40,500			\$40,500		
SAN	Repair/replace 25% of walkways at rear	\$8,000			\$8,000		
SAN	Install paved walkways in back to C3 & C4	\$6,000			\$6,000		
SAN	Add snow bars and heat tracing at valleys	\$20,000			\$20,000		
SAN	Add snow bars at roof above door A4 and seal existing slip joint	\$2,000			\$2,000		
SAN	Add snow bars and install new gutters at gym shed roofs and roof over loading dock	\$2,250			\$2,250		
SAN	Recaulk aluminum window frame to brick masonry openings	\$17,600			\$17,600		
SAN	Perform exploratory work at large mulled window openings	\$10,000			\$10,000		
SAN	Allowance to repair window flashing details at large mulled windows	\$100,000			\$100,000		
SAN	Major service to Bioclere sanitary water treatment system	\$10,000			\$10,000		
SAN	Replace condenser units	\$12,500			\$12,500		
SAN	Heat Valve Replacement		\$10,000	\$10,000	\$10,000		
SAN	Phone System			\$0	\$0	\$6,000	
SAN	Replace Boilers (2)		\$90,000	\$90,000	\$90,000		
SAN	Sanderson Total	\$228,850	\$100,000	\$100,000	\$328,850	\$6,000	
CCS	Recaulk Windows	\$13,200			\$13,200		
CCS	Replace VCT Flooring	\$11,200			\$11,200		
CCS	Repair Sidewalks	\$8,000			\$8,000		
CCS	Replace Exterior Stairs	\$10,000			\$10,000		
CCS	Upgrade Heating System		\$75,000	\$0	\$0		
CCS	Drain Repairs					\$7,000	
CCS	Univent Repair					\$5,000	
CCS	Colrain Total	\$42,400	\$75,000	\$0	\$42,400	\$12,000	
HTH	Replace Walkways	\$8,000			\$8,000		
HTH	Replace Surface Drainage	\$40,500			\$40,500		
HTH	Replace Attic Insulation	\$15,000			\$15,000		
HTH	Replace Carpet in Multipurpose Area	\$9,000			\$9,000		
HTH	Replace Carpeting in Classrooms	\$16,000			\$16,000		
HTH	Front Door Replacement				\$0	\$3,925	
HTH	Heath Total	\$88,500	\$0	\$0	\$88,500	\$3,925	
TOTAL		\$359,750	\$1,260,232	\$1,175,232	\$1,534,982	\$49,533	

Revised After School Committee Vote

MOHAWK TRAIL REGIONAL SCHOOL DISTRICT

REGIONAL DISTRICT AGREEMENT

Adopted [insert date] ~~December 13, 1995~~

~~Sections I, III IV, IX, X & XI~~

~~Amended at Town Meetings:~~

_____	Ashfield	5/3/03
_____	Buckland	6/16/03
_____	Charlemont	5/5/03
_____	Colrain	6/21/03
_____	Hawley	5/5/03
_____	Heath	6/28/03
_____	Plainfield	6/21/03
_____	Shelburne	6/24/03

Approved by Department of Education:

January 28, 2004[insert date]

K-12 MOHAWK REGIONAL DISTRICT AGREEMENT RECOMMENDED TO THE MOHAWK TRAIL REGIONAL SCHOOL DISTRICT COMMITTEE BY THE APPROVAL OF THE K-12 COMMITTEE ON ORGANIZATION ON MARCH 10, 1993 AND APPROVED BY THE MOHAWK TRAIL REGIONAL SCHOOL COMMITTEE ON MARCH 10, 1993 BY THE UNANIMOUS VOTE, AND AMENDED BY THE MOHAWK TRAIL REGIONAL SCHOOL COMMITTEE ON APRIL 7, 1993, DECEMBER 13, 1995, JANUARY 28, 2004 AND _____.

TABLE OF CONTENTS

SECTION I

THE REGIONAL DISTRICT SCHOOL COMMITTEE	5
(A) Composition	5
(B) Elected Members	5
(C) Vacancies	6
(D) Organization	6
(E) Powers and Duties	6
(F) Voting	6
(G) Voting Weights	7
(H) Quorum	8

SECTION II

TYPE OF REGIONAL DISTRICT	8
---------------------------------	---

SECTION III

PUPILS	8
(A) Pupils Entitled to Attend the Regional High School	8
(B) Pupils Entitled to Attend the Regional Elementary Schools	8
(C) Pupils with Special Needs	8
(D) Reassignment of Pupils	8
(E) Vocational and Trade School Pupils	9
(F) Admission of Pupils Residing Outside the District	9
(G) Admission of School Choice Students	9

SECTION IV

APPORTIONMENT OF EXPENSES AMONG THE MEMBER TOWNS	9
(A) Classification of Costs	9
(B) Capital Costs	9
(C) Operating Costs	10
(D) Responsibility for Capital and Operating Costs	10
(E) Apportionment of Capital Costs Grades K-6	10
(F) Apportionment of Capital Costs Grades 7-12	13
(G) Apportionment of Operating Costs	13
(H) Apportionment of Operating Costs Procedure	14

(I) Times of Payment of Apportioned Costs.....	14
(J) Special Funds.....	15

SECTION V

NOTICE TO MEMBER TOWNS OF AUTHORIZATION TO INCUR DEBT.....	15
--	----

SECTION VI

BUDGET	15
(A) Tentative Maintenance and Operating Budget.....	15
(B) Final Maintenance and Operating Budget.....	16
(C) High School Operating and Maintenance Budget for the purpose of Determining Tuition.....	16

SECTION VII

FISCAL YEAR.....	16
------------------	----

SECTION VIII

TRANSPORTATION.....	17
---------------------	----

SECTION IX

EDUCATION OF PUPILS FROM THE TOWN OF ROWE.....	17
 (A) Special Education Pupils from the Town of Rowe.....	17
 (B) Transportation of Pupils from the Town of Rowe.....	17
 (C) Tuition Basis for Pupils Grades 7-12 from the Town of Rowe.....	17
 (D) Reduction of the Cost of Tuition for Pupils Resident in the Town of Rowe.....	18
 (E) Schedule of Payment of Tuition Costs by the Town of Rowe.....	18
 (F) Payment of Capital Costs by the Town of Rowe.....	18
 (G) Representation on the Committee.....	18
 (H) Administrative Support Services for Rowe Pupils Grade K-6.....	18
 (I) Distribution of Assets in the Event of Dissolution of the District.....	18

SECTION IX

LOCAL EDUCATION COUNCILS	19
(A) Composition	19
(B) Powers and Duties	19

SECTION XI

AUTHORIZATION TO LEASE AND/OR PURCHASE CERTAIN BUILDINGS.....	19
(A) Authorization to lease	19

(B) Authorization to Purchase	20
SECTION XII	
TRANSFER OF ASSETS	20
SECTION XIII	
TRANSFER OF CERTAIN LIABILITIES	21
SECTION XIII V	
AMENDMENTS	21
(A) Limitation	21
(B) Procedure	21
SECTION XIV	
ADMISSION OF ADDITIONAL TOWNS	22
SECTION XVI	
WITHDRAWAL	22
(A) Limitations and Procedure with Indebtedness to the District	22
(B) Limitation and Procedure with no Indebtedness to the District	23
(C) Cessation of Terms of Office of Withdrawing Town's Members	23
(D) Payments of Certain Capital Costs Made by a Withdrawing Town	23
SECTION XVII	
DISSOLUTION OF THE DISTRICT	23
SECTION XVIII	
JURISDICTION	23
SECTION XVIII X	
EFFECTIVE DATE	24
SECTION XIX	
LEGISLATIVE ACTS-ATTACHMENTS	24

AGREEMENT BETWEEN THE TOWNS OF ASHFIELD, BUCKLAND,
CHARLEMONT, COLRAIN, HAWLEY, HEATH, PLAINFIELD, ~~AND SHELBURNE,~~
AND ROWE, MASSACHUSETTS WITH RESPECT TO THE FORMATION OF A
REGIONAL SCHOOL DISTRICT

AS AMENDED: August 12, 1964, October 26, 1966, December 13, 1972, July 10, 1974,
May 14, 1975, June 29, 1982, July 1, 1983, June 25, 1985, Sept. 9, 1986, April 10, 1990, April
7, 1993, December 13, 1995, January 28, 2004, [insert date].

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,~~ and Rowe hereinafter sometimes referred to as member towns, is hereby further amended in its entirety to read as hereinafter set forth.

In consideration of the mutual promises herein contained, it is hereby agreed as follows:

SECTION I

THE REGIONAL DISTRICT SCHOOL COMMITTEE

(A) Composition

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)~~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.

Commencing in the year 2001 and every ten (10) years thereafter, the Committee shall review the population of the member towns as reported in the previous year's federal decennial census and adjust the weighted vote of the Committee accordingly.

(B) Elected Members

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.

At the 2016 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.

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.

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.

(C) Vacancies

If a vacancy occurs in the Committee, such vacancy shall be filled by the selectmen and the school committee member from the member town involved acting jointly to appoint a member to serve until the next annual town election, at which annual election a successor shall be elected for the balance of the unexpired term, if any.

(D) Organization

Promptly upon the election and qualification of Committee members elected at annual town elections in 1994 and thereafter, the Committee shall organize and choose by ballot a chairman and a vice chairman from its own membership. At the same meeting or at any other meeting the Committee shall appoint a treasurer and secretary who may be the same person but who need not be members of the Committee, choose such other officers as it deems advisable, determine the terms of office of its officers (except the chairman and the vice chairman who shall be elected as provided above) and prescribe the powers and duties, if any, of its officers, fix the time and place for its regular meetings and provide for the calling of special meetings.

(E) Powers and Duties

The Committee shall have all the powers and duties conferred and imposed upon school committees by law and conferred and imposed upon it by this Agreement and such other additional powers and duties as are specified in Sections 16 to 16 I, inclusive, of Chapter 71 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 or special law.

(F) Voting

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,~~

and Rowe will not vote on any matters that the Committee determines to concern the operation of grades kindergarten through six, exclusively.

(G) Voting Weights

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%

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.

Member Towns	Number of Members	Weighted vote of each Member
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%

(H) Quorum

The quorum for the transaction of business shall be a majority of the Committee and greater than 50 percent of the weighted vote membership, but a number less than the majority may adjourn.

SECTION II

TYPE OF REGIONAL DISTRICT

The regional district shall include all grades kindergarten through grade twelve, inclusive, and also consisting of grades or programs antecedent to kindergarten as may be required by statute, or as may be authorized by statute and established by the Committee. The Committee is hereby authorized, in its discretion, to establish and maintain state-aided vocational education, acting as trustee therefore, in accordance with the provisions of Chapter 74 of the General Laws and acts amendatory thereof in addition thereto or dependent thereon.

SECTION III

PUPILS

(A) Pupils Entitled to Attend the Regional High School

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.

(B) Pupils Entitled to Attend the Regional Elementary Schools

Subject to the provisions of this section, it is intended that all residents of the member towns of Ashfield, Buckland, Colrain, Heath, Plainfield, and Shelburne (the "K-12 Member Towns") in grades kindergarten to six, inclusive, will receive their education in facilities located in the District: Ashfield and Plainfield residents at Sanderson Academy; Colrain residents at the Colrain Central School; Buckland and Shelburne residents at the Buckland-Shelburne Regional School and Heath residents at the Heath Elementary School.

(C) Pupils with Special Needs

Pupils with special needs receiving services under the provisions of Chapter 71B of the General Laws, as amended, shall attend schools as designated by the Committee.

(D) Reassignment of Pupils

Residents of the K-12 Member Towns in grades kindergarten through six, may be reassigned to schools outside their respective towns when, in the judgment of the Committee, there is a temporary need to reassign pupils when damage to a physical plant renders the facility unusable, in whole or in part, for its intended purposes.

Pupils may also be accommodated in other elementary schools within the district when approved by both the pupil's parents and the Committee provided that the Committee determines that such a reassignment is prudent and can be accomplished and is in the best interest of the pupil.

(E) Vocational and Trade School Pupils

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

(F) Admission of Pupils Residing Outside the District

~~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 non-member 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.~~

(G) Admission of School Choice Students

The Committee may elect to participate in the State's School Choice Program during any given year as provided in Chapter 76, Section 12B, Inter-district School Choice. If the provisions of Chapter 76, Section 12B are amended or a new statute is passed governing the State's School

Program, all such statutes or amendments shall supersede the provisions of (G), Admission of School Choice Students and shall be implemented in conformity to applicable law.

SECTION IV

APPORTIONMENT OF EXPENSES AMONG THE MEMBER TOWNS

(A) Classification of Costs

For the purpose of apportioning assessments levied by the District upon the member towns, costs shall be divided into two categories; capital costs and operating costs.

(B) Capital Costs

Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing, reconstructing and adding to buildings, and the cost of remodeling or making extraordinary repairs to a school building or buildings, including without limitations the cost of the original equipment and furnishings for such buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions and related premises in operating condition. Capital costs shall also include payments of principal and interest on bonds, notes or other obligations issued by the District to finance capital costs.

(C) Operating Costs

Operating costs shall include all costs not included in capital costs as defined in subsection IV(B) but including interest on temporary notes issued by the District in anticipation of revenue.

(D) Responsibility for Capital and Operating Costs

(1) Grades 7-12

Operating and capital costs, as defined above, associated with grades seven to twelve (7-12) inclusive of the District school or schools shall be deemed District costs and the member towns shall be assessed their respective net shares thereof in accordance with the provisions of this Agreement.

(2) Grades K-6

(a) Costs associated with the operation of grades Kindergarten to six, inclusive, of the District schools shall be deemed operating costs of the District and the member towns shall be assessed their respective net shares thereof in accordance with the provisions of this Agreement.

(b) All capital costs incurred prior to July 1, 1993 by school committees superseded by the Committee shall be deemed capital costs of the District and those member towns who had approved such costs previously shall be assessed their respective net shares thereof in accordance with the provisions of section IV(E) of this Agreement.

(c) All capital costs incurred July 1, 1993 and thereafter by the Committee and associated with grades Kindergarten to six, inclusive, of the District schools shall be deemed capital costs of the District and the member towns shall be assessed their respective net shares thereof in accordance with the provisions of section IV(E) of this Agreement.

(d) If any member town or towns should construct an elementary school, the respective town or towns will assume responsibility for all capital costs.

(E) Apportionment of Capital Costs Grades K-6

(1) Ashfield, Plainfield

Capital costs incurred prior to July 1, 1993 by the Ashfield Plainfield Regional School Committee and all capital costs incurred July 1, 1993 and thereafter by the Committee and associated with grades Kindergarten to six, inclusive, of the District school or schools serving pupils from the towns of Ashfield and Plainfield shall be apportioned to the towns of Ashfield and Plainfield as follows:

To Ashfield: A portion of the whole expressed as a percentage of the total to the nearest one-hundredth of one per-cent calculated as follows: By (1), computing the ratio which the population of the Town of Ashfield bears to the total of the population of the towns of Ashfield and Plainfield, and by (2), computing the ratio which the sum of the enrollments of pupils at said school(s), resident in the Town of Ashfield, as determined by the census of pupils at said school(s) each October 1 for the five most recent years, bears to the sum of the enrollment of pupils at the Ashfield Plainfield district school(s), resident in the towns of Ashfield and Plainfield, as determined by the census of pupils at said school(s) each October 1 for the five most recent years; and by summing both ratios ((1) + (2)), and dividing such sum by two.

To Plainfield: A portion of the whole expressed as a percentage of the total to the nearest one-hundredth of one per-cent calculated as follows: By (1), computing the ratio which the population of the Town of Plainfield bears to the total of the population of the towns of Ashfield and Plainfield, and by (2), computing the ratio which the sum of the enrollments of pupils at the Ashfield Plainfield district school(s), resident in the Town of Plainfield, as determined by the census of pupils at said school(s) each October 1 for the five most recent years, bears to the sum of enrollment of pupils at the Ashfield and Plainfield district school(s), resident in the towns of Ashfield and Plainfield, as determined by the census of pupils at said school(s) each October 1 for the five most recent years; and by summing both ratios ((1)+(2)), and dividing such sum by two.

(2) Buckland, Colrain, Shelburne

Capital costs incurred prior to July 1, 1993 by the Buckland-Colrain-Shelburne Regional School Committee and all capital costs incurred July 1, 1993 and thereafter by the committee and associated with grades Kindergarten to six, inclusive, of the District school or schools serving the pupils from the towns of Buckland, Colrain and Shelburne shall be apportioned to the towns of Buckland, Colrain and Shelburne as follows:

1. Capital costs representing payments of principal and interest on bonds, notes or other obligations as issued by the Buckland Colrain Shelburne 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 Colrain Central School or upon any premises as may be leased to the Mohawk Trail Regional School District by the town of Colrain, shall be borne by the Town of Colrain.
2. Capital costs representing payments of principal and interest on bonds, notes or other obligations as issued by the Buckland Colrain Shelburne 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 Buckland Shelburne Regional 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 Buckland and Shelburne pupils only shall be borne by the Towns of Buckland and Shelburne in the manner following:

To Buckland: A portion of the total of all principal and interest on bonds, notes or other obligations as issued by the Buckland Colrain Shelburne School District or the Committee consistent with the above, expressed as a percentage of the total to the nearest one-hundredth of one per-cent calculated as follows: By (1), computing ratio which the sum of the enrollments of pupils at the Buckland Shelburne Regional school, resident in the Town of Buckland, as determined by the census of pupils at said district school each October 1 for the five most recent years, bears to the sum of enrollments of pupils at the said district school, resident in the towns of Buckland and Shelburne, as determined by the census of pupils each October 1 for the five most recent years; and by (2) expressing such ratio as a percentage.

To Shelburne: A portion of the total of all principal and interest on bonds, notes or other obligations as issued by the Buckland Colrain Shelburne Regional School District or the Committee consistent with the above, expressed as a percentage of the total to the nearest one-hundredth of one per-cent calculated as follows: By (1), computing the ratio which the sum of the enrollments of pupils at the Buckland Shelburne Regional school, resident in the Town of Shelburne, as determined by the census of pupils at said district school each October 1 for the five most recent years, bears to the sum of enrollments of pupils at said district school, resident in the towns of Buckland and Shelburne, as determined by the census of pupils each October 1 for the five most recent years; and by (2) expressing such ratio as a percentage.

(3) Capital costs incurred prior to July 1, 1993 by the Town of Heath and all capital costs incurred July 1, 1993 and thereafter by the Committee and associated with grades 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.

(4) Nothing in this section shall be construed to prevent the member towns from amending this Agreement and modifying and/or altering the above designated schedules of apportionment of capital costs in the event subsequent school construction or reconstruction results in a change of grade level or town assignments to the District schools.

(F) Apportionment of Capital Costs Grades 7-12

Capital costs incurred after July 1, 1982 and prior to July 1, 1993 shall be apportioned to the member towns annually for the ensuing fiscal year as follows:

Ashfield	13.4%
Buckland	21.8%
Charlemont	11.2%
Colrain	18.4%
Hawley	3.1%
Heath	4.9%
Plainfield	4.6%
Shelburne	22.6%

Capital costs represented by debt service shall be apportioned as a capital cost of the year in which the debt service falls due.

Capital costs incurred July 1, 1993 and thereafter shall be apportioned to the member towns annually for the ensuing fiscal year as follow:

(1) Each member town's share of capital costs associated with the District High School for each capital project shall be apportioned to the member towns on the basis of their respective pupil enrollments at said school. Each member town's share shall be determined by computing the ratio which that town's average pupil enrollment at said school on October 1 of each of the five years next preceding the first year for which the apportionment is determined bears to the total average pupil enrollment from all member towns at said school for the same five year period. In the event that enrollment at District High School has not been accomplished by October 1, capital costs shall be determined on the basis of enrollment in grades seven through twelve of pupils residing in each member town and receiving education at such town's expense on October 1 of that year.

(2) Each member town's percentage share to the nearest one tenth of one percent

will remain in effect for the term of the debt for each capital project.

(G) Apportionment of Operating Costs

Operating costs for the first fiscal year next following the effective date of Chapter 371 of the Acts of 1993 (See attachment) and for every fiscal year thereafter shall be apportioned to the member towns on the basis of their respective pupil enrollments in the regional District schools. Each member town's share for each fiscal year shall be determined by computing the ratio which that town's average pupil enrollment in the District schools on October 1 of each of the five years next preceding the year for which the apportionment is to be determined bears to the total average pupil enrollment from all member towns in the regional District schools for the same five year period, as more fully set forth in Subsection IV(H) below. In the event that enrollment in the regional District schools has not been accomplished by October 1 of any year, operating costs shall be apportioned on the basis of enrollment in grades kindergarten through twelve of pupils residing in each member town and receiving education at such town's expense on October 1 of that year.

(H) The apportionment of operating costs shall be determined in accordance with the following procedure:

First: The Committee shall determine the proportion of the annual budget representing costs associated with the provisions of services to grades seven through twelve and the proportion representing costs associated with all other services including services to grades kindergarten through six.

Second: The Committee shall determine the average enrollment share of each member town in grades seven through twelve, inclusive. For this purpose, average enrollment share shall equal, for each member town, its five-year average proportionate share of total student enrollment in the district schools for grades seven through twelve, as of October 1 in each of the five years immediately preceding the year for which such allocation is to be made.

Third: The Committee shall apportion costs of grades seven through twelve, inclusive, to the Towns of Hawley, ~~and 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, ~~and 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.

(I) Times of Payment of Apportioned Costs

Each member town shall pay to the District in each fiscal year its proportionate share, certified as provided in subsection VI(C), of the capital and operating costs. Except as otherwise provided in subsection VI(A), 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:

August 1	16.25%
October 1	36.25%
December 1	50.00%
February 1	67.50%
April 1	87.50%
May 1	100.00%

(J) Special Funds

The District School Committee shall not interfere with a town's or Local Education Council's use of trust funds or other special funds, including separate town meeting articles, intended for the enhancement of the educational opportunities for that town's pupils. The operations budget shall not be reduced by the receipt of such funds.

SECTION V

NOTICE TO MEMBER TOWNS OF AUTHORIZATION TO INCUR 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, in accordance with Chapter 71, Section 16(d) of the General Laws.

SECTION VI

BUDGET

(A) Tentative Maintenance and Operating Budget

On or before February 8th, the Committee shall annually prepare a tentative maintenance and operating budget for the next fiscal year, including therein provision for any installment of principal or interest to become due in such year on any bonds or other evidence of indebtedness of the District and any other capital costs to be apportioned to the member towns in such year. The said budget shall be in reasonable detail, including the amounts payable under the following classifications of expenses and such other classifications as may be necessary:

1. Administration
2. Instruction
3. Other School Services
4. Operation and Maintenance of Plant

5. Fixed Charges
6. Community Services
7. Acquisition of Fixed Assets
8. Debt Retirement and Debt Service
9. Programs with Other Districts and Private Schools

Copies of such tentative budget shall be mailed to the chairperson of the Board of Selectmen and finance committee of such town.

(B) Final Maintenance and Operating Budget

The Committee shall on or before March 1 in each year adopt an annual maintenance and operating budget for the next fiscal year, said budget to include debt and interest charges and any other current capital costs as separate items, and shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of subsections IV(E) and IV(F) and with the provisions of sub-section IV(G), provided however, that the Committee shall adopt said annual maintenance and operating 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 1, and further provided that said annual maintenance and operating budget need not be adopted prior to January 18. The amounts so apportioned for each member town shall, within twenty days from the date on which the annual budget is adopted by the regional school district committee, and not later than March 10, be certified by the district treasurer to the treasurers of the member towns.

~~(C) High School Operating and Maintenance Budget for the purpose of Determining Tuition~~

~~For the purposes of determining tuition, the High School Operating and Maintenance Budget is defined as that portion of the budget relating to expenditures for high school level pupils in grades seven through twelve, inclusive. Budget lines for shared high school and elementary school costs, including but not limited to Administration and Transportation, shall be apportioned by computing the ratio which the grades 7-12 average pupil enrollment in the regional district on October 1 of each of the five years next preceding the year for which the apportionment is determined bears to the total average pupil enrollment from all member towns in the regional school district for the same five year period. The High School Operating and Maintenance Budget shall not include any cost for capital debt retirement or debt service.~~

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, and Rowe shall have one "unit" each, with a total of ten units needed to approve the annual budget.

SECTION VII

FISCAL YEAR

This fiscal year or period of the District shall be the same as the fiscal period of the member towns as provided by law, and the word year or fiscal year as it relates in the Agreement to a fiscal or budget year shall mean the fiscal year of the District.

SECTION VIII

TRANSPORTATION

School transportation shall be provided by the District, in accordance with state law, and the cost thereof shall be apportioned to the member towns as an operating cost.

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.~~

SECTION IX

LOCAL EDUCATION COUNCILS

(A) Composition

Massachusetts General Laws Chapter 71, Section 59C (as added by Section 53 of Chapter 71 of the Acts of 1993) mandates that "there shall be a school council consisting of the school principal, who shall co-chair the council; parents of students attending such school who shall be selected by the parents of students attending such school who will be chosen in elections held by the local recognized parent teacher organization under the direction of the principal, or if none exists, chosen by a representative process approved by the school committee. Said parents shall have parity with professional personnel on the school councils; teachers who shall be selected by the teachers in such school, other persons, not parents or teachers of students at the school, drawn from such groups or entities as municipal government, business and labor organizations, institutions of higher education, human services agencies or other interested groups; and for schools containing any of the grades nine to twelve, at least on such student; provided, however, that not more than fifty percent of the council shall be non-school members. The principal, except as otherwise provided herein, shall have the responsibility for defining the composition of and forming the group pursuant to a representative process approved by the superintendent and school committee and for convening the first meeting no later than forty days after the first day of school, at which meeting a co-chairman shall be selected. School councils should be broadly representative of the racial and ethnic diversity of the school building and community. For purposes of this paragraph the term "non-school members" shall mean those members of the council, other than parents, teachers, students and staff of the school." The school council shall conduct business and fulfill its responsibilities as determined by statute herein and as amended.

(B) Powers and Duties

Each Local Education Council shall have authority, consistent with state law and district policy, to advise the Committee on matters affecting education, in their respective schools.

SECTION XI

AUTHORIZATION TO LEASE AND/OR PURCHASE CERTAIN BUILDINGS AND LAND TO THE DISTRICT

(A) Authorization to Lease

The inhabitants of the member towns jointly authorize the District to enter into a lease agreement or agreements and execute the same on the behalf of the District for any building or buildings and land used for the purpose of education and educational administration within the District, and upon such conditions and requirements as the Committee may deem advisable or expedient.

By acceptance of amended agreement the inhabitants of each member town hereby authorizes its Board of Selectmen to lease the following properties to the District:

1. The inhabitants of Colrain shall lease the Colrain Central School to the District for the sum of one dollar annually, for an initial term of twenty years, with an option for an extension for an additional twenty years, and upon such further terms as the parties thereto shall later specify.
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.

The leases shall contain provisions for an extension in accordance with the provisions of Section 14C of Chapter 71 of the Massachusetts General Laws, as amended. The District shall administer all expenses for maintaining, operating, improving and expanding such buildings, facilities and grounds and keeping them in good repair during the terms of the leases.

(B) Authorization to Purchase

The inhabitants of all member Town shall authorize the District to purchase the following named buildings with appurtenant lands, for the price of one dollar each, such purchase to be executed prior to assumption of jurisdiction by the District, but not later than one year after the effective date of K-12 regionalization, with costs to be assessed to Buckland and Shelburne.

1. The inhabitants of Buckland and/or Shelburne shall authorize the sale of Buckland Shelburne Regional School by the Buckland Colrain Shelburne Regional School Committee. (Transaction Completed and Recorded: Book 3019, pg. 117; Quitclaim Deed from BCS to Mohawk Trail Regional School Committee.)

SECTION XII

TRANSFER OF ASSETS

The District shall purchase all tangible personal property from the following named elementary regional school districts:

1. For one dollar – all tangible personal property of Ashfield Plainfield Regional School District.
2. For one dollar – all tangible personal property of the Buckland Colrain Shelburne Regional School District.

The Committee shall receive all intangible personal property (i.e. grants, funds, monies, excess and deficiency revenues, etc. – including accounts receivable) from the Ashfield Plainfield Regional School District and the Buckland Colrain Shelburne Regional School District:

1. The Treasurer of the District shall receive and deposit in the name of the District from the above named elementary regional school districts such stated funds.
2. Such intangible personal property that is restricted and encumbered (i.e. funds for revolving accounts, grants, etc.) shall be transferred with such encumbrances and restrictions pertaining to function, but shall not be further encumbered by restriction to school unless provisions of grant require the same.
3. All unrestricted and unencumbered intangible personal property shall be transferred and paid to the District without any encumbrance or restriction of any kind.

SECTION XIII

TRANSFER OF CERTAIN LIABILITIES

The Committee shall assume certain specific named liabilities and debts as transferred by elementary regional committees, as follows:

1. Debt of Buckland Colrain Shelburne Regional School District Committee in the original amount of \$280,000 incurred for a ten year term on August 15, 1988 for funding of the roof replacement at the Buckland Shelburne Regional School.
2. Debt of the Buckland Colrain Shelburne Regional School District Committee in the original amount of \$100,000 incurred for a five year period on November 1, 1989 for funding of modular classroom at Colrain Central School.
3. All other obligations of the several districts not specified as principal and interest payments shall be assumed by the District.

SECTION XIII~~V~~

AMENDMENTS

(A) Limitation

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

(B) Procedure

Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member town (which shall be acted upon as provided in Section XVI), may be initiated by a vote of a majority of all the members of the Committee or by a petition signed by 10% of the

registered voters of any one of the member towns. In the latter case, said petition shall contain at the end thereof a certification by the town clerk of such member town as to the number of registered voters in said town according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said town and said petition shall be presented to the secretary of the Committee. In either case, the secretary of the Committee shall mail or deliver a notice in writing to the board of selectmen of each of the member towns that a proposal to amend this Agreement has been made and shall enclose a copy of such proposal (without the signature in the case of a proposal by petition). The selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose, an article stating the proposal or the substance thereof. Such amendment shall take effect upon its acceptance by all of the member towns, acceptance by each town to be a majority vote at a town meeting as aforesaid.

SECTION XIV

ADMISSION OF ADDITIONAL TOWNS

By an amendment of this Agreement adopted under and in accordance with Section XIII~~V~~ above, any other town or towns may be admitted to the regional school district upon adoption as therein provided of such amendment and upon acceptance, by the town or towns seeking admission, of the agreement as so amended and also upon compliance with such provisions of law as may be applicable and such terms as may be set forth in such amendment.

SECTION XVI

WITHDRAWAL

(A) Limitations and Procedure with Indebtedness to the District

The withdrawal of a member town from the District may be effected by an amendment to this Agreement in the manner hereinafter provided by this section. Any member town seeking to withdraw shall, by vote at an annual or special town meeting, request the Committee to draw up an amendment to this Agreement setting forth the terms by which such town may withdraw from the district, provided (1) that the town seeking to withdraw shall remain liable for any unpaid operating costs which have been certified by the district treasurer to the treasurer of the withdrawing town, including the full amount so certified for the year in which such withdrawal takes effect, and (2) that the said town shall remain liable to the District for its share of the indebtedness of the District outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District.

The clerk of the town seeking to withdraw shall notify the Committee in writing that such town has voted to request the Committee to draw up an amendment to the agreement (enclosing a certified copy of such voted). Thereupon, the Committee shall draw up amendment to the agreement setting forth such terms of withdrawal as it deems advisable, subject to the limitation contained in subsection XIII~~V~~(A). The secretary of the Committee shall mail or deliver a notice

in writing to the board of selectmen of each member town that the Committee has drawn up an amendment to the agreement providing for the withdrawal of a member town (enclosing a copy of such amendment). The selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose of an article stating the amendment or the substance thereof. Such amendment shall take effect upon its acceptance by all of the member towns, to be a majority vote at a town meeting as aforesaid.

(B) Limitation and Procedure with no Indebtedness to the District

Any member town may withdraw from the District when its share of the District's bonded and other indebtedness has been paid in full. Any member town whose share of the District's bonded and other indebtedness has been paid in full may withdraw from the District by a majority vote in annual town meeting of that town, said withdrawal to be effective upon the completion of the fiscal year next following the then current fiscal year.

(C) Cessation of Terms of Office of Withdrawing Town's Members

Upon the effective date of withdrawal the terms of office of all members serving on the regional district school committee from the withdrawing town shall terminate and the total membership of the Committee shall be decreased accordingly.

(D) Payments of Certain Capital Costs Made by a Withdrawing Town

Money received by the District from the withdrawing town for payment of funded indebtedness or interest thereon shall be used only for such purpose and until so used shall be deposited in trust in the name of the District with a Massachusetts bank or trust company having a combined capital and surplus of not less than \$5,000,000.

SECTION XVII

DISSOLUTION OF THE DISTRICT

In the event of the dissolution of the District, those revenues existing or receivable, real or other properties, fixed or other tangible assets and materials owned by or in the possession of the District as of the date of the District ceases to exist, shall be distributed and/or paid to those towns who were member towns one day prior to the date of such dissolution, upon a schedule of apportionment of distribution and/or payment to be fixed upon the relative respective contributions of operating and capital costs by the member towns to the regional school district, while a member town of the regional school district. Nothing in this section shall be construed to substantially impair the rights and obligations of the District, or its member towns to pay all outstanding indebtedness of the District as set forth in Section XVI of this Agreement.

SECTION XVIII

JURISDICTION

(A) The approval of this amended Agreement shall not affect the obligation of the member towns and regional elementary school districts to provide education in grades kindergarten

through six until such time as the Committee shall assume jurisdiction over education of the pupils in grades kindergarten through six.

(B) The assumption of jurisdiction by the District of education in grades K-12 is hereby confirmed.

SECTION XVIII

EFFECTIVE DATES

This amended Agreement shall take full effect in accordance with its terms upon the effective date of Chapter 371 of the Acts of 1993, shall be confirmed by further special legislation, and shall supersede the District Agreement executed as of the 4th day of February, 1964 as heretofore amended.

SECTION XIX

LEGISLATIVE ACTS - ATTACHMENTS

A) AN ACT VALIDATING AND CONFIRMING AN AMENDMENT TO THE AGREEMENT ESTABLISHING THE MOHAWK TRAIL REGIONAL SCHOOL DISTRICT

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. The amendment to the agreement establishing the Mohawk Trail regional school district restating that agreement in its entirety, as adopted by the Mohawk Trail regional district school committee on December 13, 1995, is hereby validated, confirmed and made effective for all purposes in accordance with its terms.

SECTION 2. All action heretofore taken by the Mohawk Trail regional district school committee and each of the Mohawk Trail regional school district's member towns with respect to the adoption of a budget or budgets for the fiscal year beginning July 1, 1995 is hereby approved and confirmed.

Section 3. This act shall take effect upon its passage.

B) CHAPTER 371. AN ACT EXPANDING THE MOHAWK TRAIL REGIONAL SCHOOL DISTRICT TO A KINDERGARTEN THROUGH TWELVE REGIONAL SCHOOL DISTRICT.

Whereas, the deferred operation of this act would tend to defeat its purpose, which is to expand immediately the Mohawk Trail Regional School District to a kindergarten through grade twelve regional school district, therefore it is hereby declared to be a public emergency law, necessary for the immediate preservation of the public convenience.

Be it enacted, etc., as follows:

Notwithstanding the provisions of the Mohawk Trail regional school district agreement or any general or special law to the contrary, said district shall be expanded to a kindergarten through grade twelve regional school district encompassing the towns of Ashfield, Buckland, Colrain, Heath, Plainfield, and Shelburne and shall operate according to the regional school agreement voted upon prior to July first, nineteen hundred and ninety-three by said towns except where this legislation expressly grants exemptions. Said towns shall receive additional state aid pursuant to section sixteen D of chapter seventy-one of the General Laws. The Hawlemont Regional School District shall remain a kindergarten through grade six regional school district encompassing the towns of Charlemont and Hawley operating under their existing regional school agreement. The towns of Charlemont and Hawley shall be members of the expanded Mohawk Trail Regional School District only for grades seven through twelve and shall not incur any additional costs as a result of the expansion of the Mohawk Trail Regional School District pursuant to this act. The towns of Charlemont and Hawley shall not be eligible for any increase in additional state aid for grades kindergarten through six pursuant to said section sixteen D of said chapter seventy-one as a result of the expansion of the Mohawk Trail Regional School District pursuant to this act. The towns of Charlemont and Hawley shall be exempt from that portion of any capital expenditure, operating expenditure or debt incurred by grades kindergarten through six, inclusive, within the expanded Mohawk Trail Regional School District.

The Ashfield-Plainfield Elementary Regional School District, the Buckland-Colrain-Shelburne Regional School District and Union 65 shall thereby be dissolved upon the formation of the Mohawk Trail Kindergarten Through Twelve Regional School District.

The rights of the town of Rowe will be guaranteed as per the Mohawk Trail regional school district agreement in effect prior to this act.

Approved December 31, 1993.

