

**TOWN OF BUCKLAND
ANNUAL TOWN WARRANT
COMMONWEALTH OF MASSACHUSETTS
FRANKLIN SS.**

MAY 1, 2017

To either of the Constables of the Town of Buckland in the Commonwealth of Massachusetts, you are hereby directed to notify and warn said inhabitants of said Town, qualified to vote in elections and in town affairs, to meet at the Town Hall, 1 William Street, in said Town on Monday May 1, 2017 next at ten o'clock in the forenoon then and there to act on the following article:

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

Moderator	for one year
Board of Selectmen	for three years
Board of Assessors	for three years
Board of Assessors	for one year
Board of Health	for three years
Town Clerk	for three years
Buckland Library Trustee	for three years
Finance Committee	for three years
Finance Committee	for three years
Constable	for three years
Mohawk Trail School Committee	for three years

You are further directed to notify and warn said inhabitants of said Town, qualified to vote in town affairs, to meet at the Mohawk Trail Regional High School, 24 Ash field Road, at 7:00 PM on Wednesday, May 3, 2017, then and there to act on the following articles:

ARTICLE 2: (CONSENT VOTE) To see if the Town will vote to take Articles 3, 19, 28, 29, 30 and 31 out of order in this warrant and take action to approve all of them as one vote without debate on any such articles, provided that upon request of any voter at this meeting made before the vote is taken, an article shall be dropped from the list of consent articles and shall be acted upon in the ordinary course and order of business at this meeting, or take any action relating thereto.

ARTICLE 3: (Consent) To see if the Town will vote to **ACCEPT THE REPORTS OF THE TOWN OFFICERS**, or take any action relating thereto.

ARTICLE 4: To see if the Town will vote to raise and appropriate, or otherwise provide a sum of money for **ELECTED OFFICIALS SALARIES** for FY2018, as line item appropriation, as recommended by the Finance Committee, in the Town of Buckland Fiscal 2018 Budget detail report dated April 21, 2017, or take any action relating thereto.

ARTICLE 5: To see if the Town will vote to raise and appropriate, or otherwise provide a sum of money for the purpose of funding the **TOWN OPERATING BUDGETS** for FY2018, as line item appropriation, as recommended by the Finance Committee, in the Town of Buckland Fiscal 2018 Budget detail report dated April 21, 2017, or take any action relating thereto.

ARTICLE 6: To see if the Town will vote to raise and appropriate, or otherwise provide a sum of money for the purpose of funding **SEVERAL SPECIAL LINE ITEMS** in the **TOWN OPERATING BUDGETS** for FY2018, as line item appropriation, as recommended by the Finance Committee, in the Town of Buckland Fiscal 2018 Budget detail report dated April 21, 2017, and, further to authorize that unspent amounts in said line items may be carried forward for use in following fiscal years without further appropriation, or take any action relating thereto.

ARTICLE 7: To see if the Town will vote to raise and appropriate, or otherwise provide a sum of money for the **MOHAWK K-12 SCHOOL DISTRICT OPERATING ASSESSMENT** for FY2018, or take any action relating thereto.

ARTICLE 8: To see if the Town will vote to raise and appropriate, or otherwise provide a sum of money for the **MOHAWK K-12 SCHOOL DISTRICT CAPITAL ASSESSMENT** for FY2018, or take any action relating thereto.

ARTICLE 9: To see if the Town will vote to raise and appropriate, or otherwise provide a sum of money for **TUITION AND TRANSPORTATION OF STUDENTS TO SMITH VOCATIONAL SCHOOL**, or take any action relating thereto.

ARTICLE 10: To see if the Town will vote to raise and appropriate, or otherwise provide a sum of money for the **FRANKLIN COUNTY TECHNICAL SCHOOL OPERATING ASSESSMENT** for FY2018, or take any action relating thereto.

ARTICLE 11: To see if the Town will vote to raise and appropriate, or otherwise provide a sum of money, to fund the **OPERATION AND MAINTENANCE OF THE SHELBURNE FALLS WASTEWATER TREATMENT FACILITY (ENTERPRISE FUND)** for which a sum of money will be raised from anticipated receipts from the Buckland user assessment as line item appropriation, and for which a sum of money will be raised from anticipated receipts from the Town of Shelburne (pursuant to the operation agreement), as recommended by the Finance Committee in the Town of Buckland Fiscal 2018 Budget detail report dated April 21, 2017, or take any action relating thereto.

ARTICLE 12: To see if the Town will vote to raise and appropriate, borrow, or otherwise provide a sum of money, which is the estimated cost of **CAPITAL and/or DEBT EXPENSES FOR THE SHELBURNE FALLS WASTEWATER TREATMENT FACILITY (ENTERPRISE FUND)** for which a sum of money will be raised from anticipated receipts from the Town of Buckland user assessment as line item appropriation, and/or the Buckland Enterprise Fund Retained Earnings as recommended by the Finance Committee in the Town of Buckland Fiscal 2018 Budget detail report dated April 21, 2017, or take any action relating thereto.

ARTICLE 13: To see if the Town will vote to raise and appropriate, borrow or otherwise provide a sum of money to fund **ROAD REPAIR AND REPAVING**, or take any action relating thereto.

ARTICLE 14: To see if the Town will vote to appropriate a sum or sums of money for the capital funds, equipment, buildings, facilities as shown in the chart below:

Purpose	Fund/Equipment	Amount	Source of Funds
Highway Equipment	Highway Department Stabilization Fund	\$50,000	Free Cash
Technology Upgrades	Computers/Technology in Town Hall	\$25,000	\$20,000 Free Cash \$5,000 Grant Funds
Recreation Area Improvements	Removal of Pool	\$30,000	Free Cash

ARTICLE 15: To see if the Town will vote to raise and appropriate, borrow, or otherwise provide a sum of money to the **GENERAL STABILIZATION FUND**, or take any action relating thereto.

ARTICLE 16: To see if the Town will vote to raise and appropriate, borrow, or otherwise provide a sum of money to fund a **SENIOR CENTER CAPITAL FUND**, said sum to be placed in a dedicated Senior Center Capital Fund Account held by the Town of Shelburne and expended in accordance with the Senior Center Consortium Agreement. The purpose of this fund would be to cover costs incurred in the research and exploration of possible sites, the renovation of an existing building or new construction of a suitable Senior Center or any other related costs, or take any other action relating thereto.

ARTICLE 17: To see if the town will vote to raise and appropriate or transfer from available funds a sum of money to be deposited in the **OTHER POST EMPLOYMENT BENEFITS LIABILITY TRUST FUND** in order to offset future health insurance costs for retirees, or take any action relating thereto.

ARTICLE 18: To see if the Town will vote to raise and appropriate, borrow, or otherwise provide a sum of money to pay **DEBT EXPENSES RELATED TO TROPICAL STORM IRENE**, or take any action relating thereto.

ARTICLE 19: (Consent) To see if the Town will vote to **AUTHORIZE, PURSUANT TO M.G.L. CHAPTER 44, SECTION 53E½, THE FOLLOWING REVOLVING FUNDS:**

NAME of ACCOUNT	PURPOSE	SOURCE OF FUND	MAXIMUM FY2018 EXPENDITURE	BOARD
Board of Health	Paying costs associated with Board of Health Inspections	Board of Health Fees	Up to \$20,000	Board of Health
Town Hall Maintenance	Paying costs associated with Town Hall Maintenance	Town Hall Rental Janitorial Fees	Up to \$2,000	Selectmen
Parking Tickets	Paying costs associated with payment and collection of Parking Tickets and Fees	Parking Ticket Fees	Up to \$1,000	Parking Clerk
Zoning Board of Appeals	Paying costs associated with ZBA Hearings	Fees for postage and advertising	Up to \$2,000	Chair, Zoning Board of Appeals

ARTICLE 20: To see if the Town will vote to **AMEND THE MOHAWK TRAIL REGIONAL DISTRICT AGREEMENT** by striking the following language contained in Section III (B):

Subject to the provisions of this section, it is intended that elementary students residing in the member towns of Ashfield, Buckland, Colrain, Heath, Plainfield and Shelburne (the “pre-K-12 Member Towns”) will receive their education in facilities located in the District and will be assigned as follows: Ashfield and Plainfield residents to Sanderson Academy; Colrain residents to Colrain Central School; Buckland and Shelburne residents to Buckland Shelburne Elementary School; and Heath residents to Heath

Elementary School. Notwithstanding the above, students may be educated in a District school other than as assigned above upon (i) a majority vote of the School Committee, and (ii) an affirmative vote by both (a) the member town or towns whose students are so assigned, and (b) the member town or towns served by the District school to which such students will be assigned, acceptance by each town to be a majority vote at an annual or special town meeting.

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

and replacing said language with the following:

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

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

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

ARTICLE 21: To see if the Town will vote to **AMEND THE MOHAWK TRAIL REGIONAL DISTRICT AGREEMENT** by striking the following language contained in Section IV(E) (3):

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

and replacing said language with the following:

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

ARTICLE 22: To see if the Town will vote to **AMEND THE MOHAWK TRAIL REGIONAL DISTRICT AGREEMENT** by striking the following language contained in Section XI(A)(2):

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

ARTICLE 23: To see if the Town will vote to **ACCEPT THE ADDITION OF THE TOWN OF ROWE AS A 7-12 MEMBER OF THE DISTRICT** effective July 1, 2018 by making the following amendments to the Mohawk Trail Regional Agreement (note: the amendments below are to be effective July 1, 2018):

Strike the following language in the Preamble:

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

and replace said language with the following:

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

Strike the following language in Section I(A):

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

And replace said language with the following:

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

Strike the following language in Section I(B):

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

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

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

and replace said language with the following:

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

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

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

Strike the following language in Section I(F):

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

and replace said language with the following:

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

Strike the following language in Section I(G):

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

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

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

<u>Member Towns</u>	<u>Number of Members</u>	<u>Weighted vote of each Member</u>
Ashfield	3	5.7%
Buckland	3	6.3%
Charlemont	3	4.3%
Colrain	3	5.7%
Hawley 2	1.5%	
Heath	2	3.5%
Plainfield	2	2.5%
Shelburne	3	6.3%

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

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

and replace said language with the following:

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

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

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

<u>Member Towns</u>	<u>Number of Members</u>	<u>Weighted vote of each Member</u>
Ashfield	2	8.2%
Buckland	2	9.0%
Charlemont	2	6.0%
Colrain	2	7.9%
Hawley 2	1.6%	
Heath	2	3.3%
Plainfield	2	3.1%
Rowe	2	1.9%
Shelburne	2	9.0%

Strike the following language in Section III(A):

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

and replace said language with the following:

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

Strike the following language in Section III(F):

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

and replace said language with the following:

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

Strike the following language in Section IV(H):

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

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

and replace said language with the following:

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

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

Strike the following language in Section VI(C):

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

and replace said language with the following:

(D) Vote on the Annual Budget

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

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

SECTION IX**EDUCATION OF PUPILS FROM THE TOWN OF ROWE****(A) Special Education Pupils from the Town of Rowe**

The Committee shall provide for the education of all pupils from the Town of Rowe in grades seven through twelve who are entitled to attend the District High School irrespective of the specific and particular educational needs of any pupil from said Town of Rowe, and irrespective of whether such education for any pupil from said Town of Rowe is provided at the District High School or at any other school as may be approved by said Committee.

(B) Transportation of Pupils from the Town of Rowe

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

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

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

The cost of tuition to the District High School for each pupil in grades seven through twelve who attends the District High School or any other school as may be approved by the Committee, and who resides in the Town of Rowe shall be paid by said Town of Rowe to the District during the fiscal year when each such pupil is actually in attendance. The basis of the cost of tuition to the District High School or any other school as may be approved by said Committee for each fiscal year shall be established as follows: The total Maintenance and Operating Budget for said District High School as defined in Subsection VI(D) of this Agreement, for that fiscal year, reduced by the anticipated amounts

of receipts from the Commonwealth of Massachusetts to be used by the Committee to defray such budgeted maintenance and operating charges for that fiscal year, and further reduced by the anticipated amounts of surplus revenue from the District treasury to be used by the Committee to defray such budgeted maintenance and operating charges for that fiscal year, and further reduced by the amounts received from towns paying tuition to the district, consistent with the terms of Subsection III(F) of this Agreement; the balance (viz. the net operating and maintenance budget for said fiscal year) to be divided by the total enrollment of pupils in the District High School from member towns as of October 1 of the previous fiscal year and the resulting balance further divided by one and one-tenth (1.1); the final balance to equal the cost of tuition for one pupil for one complete school year.

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

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

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

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

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

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

(G) Representation on the Committee

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

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

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

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

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

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

(C) Commissioner of Elementary and Secondary Education

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

Add the following to Section XV:

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

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

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

ARTICLE 24: To see if the Town will vote to accept Massachusetts General Law Chapter 59 sub section 5, clause 54, added by Chapter 159 of the Acts of 2000 for **SMALL PERSONAL PROPERTY ACCOUNTS, SETTING THE MINIMUM AMOUNT TO BE TAXED AT \$5,000**, or take any action relating thereto.

ARTICLE 25: To see if the Town will vote to **INCREASE THE NUMBER OF ELECTED CONSTABLES FROM TWO (2) TO THREE (3)**, the new constable to be elected to a three year term to be staggered with the terms of the existing elected Constables, and to be elected at the Annual Town Election in 2018, or take any action relating thereto.

ARTICLE 26: To see if the Town will vote to authorize the Board of Selectmen to grant to Shelburne Falls Trolley Museum, Inc. a non-exclusive permanent easement, for the benefit of the property described in a deed recorded in Franklin County Registry of Deeds, Book 1264, page 506 and identified as parcel 6-2 0 118 on Buckland Assessors Maps, on portions of the Town-owned property located at the Salmon Falls Parking Lot, which property is described more particularly in an instrument recorded in Book 1221, Page 447, and which portions are approximately shown as "Platform Area" and "Rail Area" on the sketch plan attached hereto, said Platform Area to be used for the purpose of constructing, installing and maintaining a railway platform and handicap ramp used to board trains operated by the grantee, and the Rail Area to be used for maintaining, using and/or replacing the rail tracks located within said Rail Area, on such terms and conditions, and for such consideration, which may be nominal consideration, as the Board of Selectmen deems appropriate.

ARTICLE 27: (PETITION) Resolution for Federal and State Carbon Pollution Fee and Dividend A Resolution Relating to the Growing Risks of Climate Change

This resolution supports the Barrett Bill (1021) presently before the MA State Senate. It has 47 co-sponsors. This bill focuses on a market based solution to replace the use of fossil fuels with solar, wind, energy efficiency and other clean energy sources. A fee is charged on pollution causing fuels. That fee is then distributed equally among all MA households.

To ask the Town of Buckland to adopt the following non-binding Resolution, or take other action relative thereto:

WHEREAS, Climate change poses a serious threat to the Town of Buckland in terms of the economy, public health, and the environment; and

WHEREAS, As a result of climate change, the Northeast is experiencing warming temperatures and a large increase in the amount of rainfall measured during heavy precipitation events; and

WHEREAS, More frequent heat waves in the Northeast are expected to increasingly threaten human health through more heat stress, droughts, and air pollution; and

WHEREAS, Sea level rise and more frequent heavy rains are expected to increase flooding and storm surge, threatening people and infrastructure, necessitating increased costs for damage control; and

WHEREAS, As temperatures rise, agriculture will likely face reduced yields, potentially damaging livelihoods and the regional economy; and

WHEREAS, Legislation addressing climate change should not economically burden Buckland and its citizens; and

WHEREAS, most economists, from conservative to liberal, agree that the most cost-effective way to cut carbon pollution is to add a fee that steadily raises the price of fossil fuels, and

WHEREAS, a Carbon Fee and Dividend will significantly reduce carbon emissions, create jobs, grow the economy, save lives, and protect households from higher energy prices; and

WHEREAS, Carbon Fee and Dividend will protect lower and middle-income households, as two thirds of families will break even or receive more in dividends than they would pay for in higher living expenses; and

WHEREAS, Carbon Fee and Dividend will create jobs, as the dividend puts money back into local economies; and

WHEREAS, a Carbon Fee and Dividend is a market-based solution in which a fee is levied on carbon-based fuels as they come out of the ground or as they are imported, with all monies returned in equal shares to households as a dividend, thus leveraging market forces that encourage investments in increased energy efficiency and alternate sources of energy by both industry and consumers; and

WHEREAS, Carbon fee and Dividend will employ a "border adjustment" to protect domestic businesses. The "border adjustment" will use import/export fees and rebates to neutralize any impact to the cost of domestically produced products, and will incentivize other states to adopt a comparable carbon fee; and

WHEREAS, in the absence of a federal Carbon Fee and Dividend, the Commonwealth of Massachusetts can pass a state Carbon Fee and Dividend,

THEREFORE, BE IT RESOLVED, THAT THE TOWN OF BUCKLAND calls upon the Massachusetts Legislature and the United States Congress to implement Carbon Fee and Dividend, placing a steadily rising fee on carbon-based fuels, and returning all fees collected, minus administrative costs, to households.

AND BE IT FURTHER RESOLVED THAT UPON PASSAGE the Buckland Town Clerk shall mail copies of the resolution and vote to the President of the United States, Donald Trump; the Speaker of the United States House of Representatives, Paul Ryan; the House Minority leader, Nancy Pelosi; the Majority and Minority leaders of the U.S. Senate, Mitch McConnell and Charles Schumer; the U.S. Senators representing Massachusetts, Edward Markey and Elizabeth Warren; the Congressperson representing our district, Richard Neal; the Governor of Massachusetts, Charlie Baker; the Massachusetts Senate President, Stan Rosenberg; the Speaker of the Massachusetts House, Robert DeLeo; and the state senator and state representative from our district, Steven Kulik and Adam Hinds.

ARTICLE 28: (Consent) To see if the Town will vote to **AUTHORIZE THE SELECTMEN TO PURCHASE AND/OR DISPOSE OF ANY TOWN EQUIPMENT**, or take any action relating thereto.

ARTICLE 29: (Consent) To see if the Town will vote to **AUTHORIZE THE SELECTMEN TO ACCEPT AND EXPEND, AS AN AVAILABLE FUND, ANY OF THE BOND ISSUE OR OPERATING BUDGET MONIES** (also called “Chapter” monies) from the Commonwealth of Massachusetts through the Massachusetts Department of Transportation, or take any action relating thereto.

ARTICLE 30: (Consent) To see if the Town will vote to **AUTHORIZE THE SEWER COMMISSIONERS AND BOARD OF SELECTMEN TO APPLY FOR AND ACCEPT ANY GRANTS FOR SEWER LINE REPLACEMENT AND IMPROVEMENTS AT THE WASTEWATER TREATMENT FACILITY**, or take any action relating thereto.

ARTICLE 31: (Consent) To see if the Town will vote to **AUTHORIZE THE BOARD OF SELECTMEN TO APPLY FOR AND ACCEPT GRANTS FROM THE FEDERAL GOVERNMENT, COMMONWEALTH OF MASSACHUSETTS, OR ANY OTHER SOURCE**, and to expend the same for purposes received without further appropriation, or take any action relating thereto.

You are directed to serve this warrant by posting attested copies thereof at the Post Office and Public Library, Buckland Center and Buckland Town Hall, 17 State Street, in said town, seven days at least, before the time of holding said election and meeting.

Thereof fail not, and make due return of this warrant, with your doings, thereon, to the Town Clerk, at the time and place of the meeting as aforesaid.

Given under our hands this 13th day of April, in the year two thousand seventeen.

**JOHN R. RIGGAN
KEVIN P. FOX
DENA G. WILMORE**

CONSTABLE'S RETURN

FRANKLIN, SS

Pursuant to the within warrant I have notified and warned the inhabitants of the Town of Buckland by posting attested copies of same at three public places and at least seven days before the day hereof, as within directed.

CONSTABLE: Floyd W. Scott
DATE: April 14, 2017

Attest


Janice D. Purington, Town Clerk