

**TOWN WARRANT
SPECIAL TOWN MEETING
OCTOBER 17, 2022
THE COMMONWEALTH OF MASSACHUSETTS**

FRANKLIN SS.

To either of the Constables of the Town of Shelburne in the County of Franklin

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 the **Buckland-Shelburne Elementary School, 75 Mechanic Street** in said **Shelburne on Monday, October 17, 2022, at 5:30 o'clock in the evening**, then and there to act on the following articles:

ARTICLE 1. To see if the Town will vote to amend the MOHAWK TRAIL REGIONAL SCHOOL DISTRICT – REGIONAL DISTRICT AGREEMENT by **striking** the following language contained in **Section IV (E) – Apportionment of Capital Costs Grades pre-K–6:**

(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.

(4) Capital costs representing payments of principal and interest on bonds, notes or other obligations as issued by 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.

(5) 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.

and replacing said language with the following:

(3) Colrain, Heath

Effective commencing with Fiscal Year 2023, new capital costs incurred by the committee and associated with grades pre-Kindergarten to six, inclusive, of the District school or schools serving the pupils from the Towns of Colrain and Heath shall be apportioned to the Towns of Colrain and Heath as follows:

To Colrain: A portion of the total of all principal and interest on bonds, notes or other obligations as issued by the Committee consistent with the above, expressed as a percentage of the total to the nearest one-hundredth of one percent calculated as follows: By (1), computing the ratio which the sum of the enrollments of pupils at the Colrain Center School, resident in the Town of Colrain 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 Heath and Colrain, as determined by the census of pupils each October 1 for the five most recent years (note: pre-K enrollment will be included in the calculation); and by (2) expressing such ratio as a percentage. Until five years of data becomes available, the most recent years of data shall be used to determine said ratio.

To Heath: A portion of the total of all principal and interest on bonds, notes or other obligations as issued by the Committee on or after July 1, 2022 consistent with the above, expressed as a percentage of the total to the nearest one-hundredth of one percent calculated as follows: By (1), computing ratio which the sum of the enrollments of pupils at the Colrain Central School, resident in the Town of Heath, 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 Colrain and Heath, as determined by the census of pupils each October 1 for the five most recent years (note: pre-K enrollment will be included in the calculation); and by (2) expressing such ratio as a percentage. Until five years of data becomes available, the most recent years of data shall be used to determine said ratio.

(4) The Heath Elementary School Building was returned to the Town of Heath on July 1, 2017, and the Lease between the parties terminated as of said date. In exchange for termination of the lease, the District paid to the Town of Heath a total sum of \$240,000.00. 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.

(5) Capital costs representing payments of principal and interest on bonds, notes or other obligations as issued by 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 Towns of Colrain and Heath, as provided in Section E. (3), above.

(6) 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.

ARTICLE 2. 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 XV Effective Date**:

This amended Agreement shall take full effect in accordance with its terms on July 1, 2018 and shall supersede the prior District Agreement, including any prior amendments.

and replacing said language with the following:

This amended Agreement shall take full effect in accordance with its terms on July 1, 2022 and shall supersede the prior District Agreement, including any prior amendments.

And you are directed to serve this Warrant, by posting attested copies thereof at two public places in said Town, fourteen (14) days at least before the time of holding said meeting.

HEREOF FAIL NOT, and make due return of this Warrant, with your doings thereon, to the Town Clerk, at the time and place of meeting, as aforesaid.

Shelburne Selectboard

A true copy. Attest:

Constable:

Posted: September ____, 2022
