

**TOWN WARRANT
FOR THE ANNUAL TOWN MEETING
2017
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 3rd 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	\$ 158	Town Clerk	\$21,104
Chairman, Board of Selectmen	\$ 2,788	Town Collector	\$28,191
Selectmen	\$ 2,487	Tree Warden	\$ 861
Selectmen	\$ 2,487	School Committee	\$ 359
Chairman, Board of Assessors	\$ 2,648	School Committee	\$ 359
Assessor	\$ 2,250		
Assessor	\$ 2,250		

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, 2016, 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 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.

3/28/2016	2016	2016	2016	2017	2017	Increase
	Voted	Adjust	Final	Request	Final	Decrease
GENERAL GOVERNMENT	653,407	5,914	659,321	686,690	686,690	4%
114 5100 Moderator's Salary	154		154	158	158	2.6%
122 5100 Selectmen's Salaries	7,572		7,572	7,762	7,762	2.5%
122 5110 General Government Salaries	106,958		106,958	114,281	114,281	7%
122 5400 Selectmen's Expense	2,130		2,130	2,130	2,130	0%
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	17,375		17,375	20,310	20,310	17%
135 5420 Audit Town Records	11,000	3,500	14,500	14,500	14,500	0%
141 5110 Assessor's Salary	6,974		6,974	7,148	7,148	2.5%
141 5400 Assessor's Expense	5,040		5,040	4,980	4,980	-1%
141 5420 Assessor's Contracted Services	3,000	2,414	5,414	9,000	9,000	66%
145 5400 Treasurer's Expense	2,005		2,005	2,005	2,005	0%
145 5420 Payroll Expense	3,200		3,200	3,200	3,200	0%
145 5410 Tax Title	1,000		1,000	1,000	1,000	0%
146 5100 Town Collector's Salary	27,503		27,503	28,191	28,191	2.5%
146 5110 Collector/Treasurer Certification	1,000		1,000	2,000	2,000	100%
146 5400 Town Collector's Expense	5,645		5,645	5,758	5,758	2%
146 5410 Town Collection Software Maint.	5,103		5,103	5,346	5,346	5%
151 5400 Legal Expense	9,500		9,500	9,500	9,500	0%
161 5100 Town Clerk's Salary	20,582		20,582	21,104	21,104	2.5%
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	0.0%
162 5410 Registrars	1,800		1,800	1,800	1,800	0%
171 5400 Conservation Commission	2,538		2,538	2,538	2,538	0%
175 5400 Planning Board	4,114		4,114	4,408	4,408	7%
176 5400 Zoning Board Expense	1,865		1,865	1,905	1,905	2%
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	2,400	2,400	56%
192 5420 Town Web Site	2,600		2,600	2,600	2,600	0%
192 5430 Memorial Hall Expense	15,370		15,370	15,370	15,370	0%
192 5440 Wired West Membership Fee	1,000		1,000	0	0	-100%
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	0	0	-100%
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%

	2016	2016	2016	2017	2017	Increase
	Voted	Adjust	Final	Request	Final	Decrease
GENERAL GOVERNMENT (cont);	297,597	0	297,597	308,254	308,254	4%
752 5900 Interest Expense	1,250		1,250	1,250	1,250	0%
830 5310 FRCOG - Core	15,075		15,075	15,410	15,410	2%
830 5340 FRCOG - Highway	2,310		2,310	2,310	2,310	0%
830 5350 FRCOG - Reg. Health Services	3,000		3,000	4,733	4,733	58%
911 5400 County Retirement	85,292		85,292	88,804	88,804	4%
912 5400 Worker's Compensation	23,985		23,985	23,985	23,985	0%
913 5400 Un-Employment Insurance	1,365		1,365	965	965	-29%
914 5400 Health Insurance	155,130		155,130	159,164	159,164	3%
914 5410 Life Insurance	640		640	650	650	2%
916 5400 Medicare	9,550		9,550	10,983	10,983	15%
PUBLIC SAFETY	287,937	604	288,541	296,653	296,653	3%
210 5110 Police Department Salaries	223,888		223,888	231,087	231,087	3%
210 5400 Police Department Expense	35,095		35,095	35,743	35,743	2%
210 5130 Constable	62		62	63	63	2%
220 5110 Fire Marshall	53		53	54	54	2%
220 5400 Forest Fires	50		50	50	50	0%
291 5100 Emergency Management Dir.	288		288	294	294	2%
291 5400 Emergency Mgmnt Expense	1,000		1,000	1,000	1,000	0%
292 5100 Animal Control Officer	3,619		3,619	3,710	3,710	2.5%
292 5400 Animal Control Expense	800		800	800	800	0%
294 5110 Tree Warden	840		840	861	861	2.5%
294 5400 Shade Tree Maintenance	6,630		6,630	6,763	6,763	2%
294 5410 Shade Tree Replacement	612		612	624	624	2%
424 5400 Street Lights	15,000	604	15,604	15,604	15,604	0%
EDUCATION	2,165,994	0	2,165,994	2,259,702	2,259,702	4%
310 5100 School Committee Stipends	1,050		1,050	1,077	1,077	3%
310 5400 Mohawk Trail Reg. School	2,031,649		2,031,649	2,154,912	2,154,912	6%
320 5410 Vocation Tuition	59,000		59,000	0	0	-100%
320 5400 Franklin County Tech School	74,295		74,295	103,713	103,713	40%
HIGHWAYS	423,564	0	423,564	436,860	436,860	3%
422 5400 Maintenance	297,164		297,164	308,300	308,300	4%
423 5400 Snow & Ice Removal	108,000		108,000	110,160	110,160	2%
422 5410 Buildings & Grounds	18,400		18,400	18,400	18,400	0%
HEALTH-SANITATION	94,329	0	94,329	96,215	96,215	2%
241 5400 Building Inspection Program	6,500		6,500	7,500	7,500	15%
293 5400 Animal Inspector	604		604	620	620	2.6%
439 5420 Solid Waste Management Dist.	6,062		6,062	6,352	6,352	5%
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	851	851	2.5%
512 5100 Board of Health Salaries	2,763		2,763	2,832	2,832	2%
512 5400 Board of Health Expense	3,276		3,276	3,766	3,766	15%
512 5420 Housing Inspection Program	1,794		1,794	1,794	1,794	0%

	2016	2016	2016	2016	2016	Increase
	Voted	Adjust	Final	Request	Final	Decrease
RECREATION	20,686	0	20,686	23,884	23,884	15%
630 5400 Recreation	1,661		1,661	1,703	1,703	3%
630 5410 Cowell Gym Maintenance	17,600		17,600	20,750	20,750	18%
692 5430 Bridge of Flowers	325		325	331	331	2%
692 5410 Military Band	1,100		1,100	1,100	1,100	0%
HUMAN SERVICES	186,023	600	186,623	188,097	188,097	1%
491 5400 Care of Hill Cemetery	2,880	600	3,480	3,480	3,480	0%
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	4,072		4,072	2,959	2,959	-27%
541 5400 Council on Aging	72,036		72,036	73,315	73,315	2%
541 5420 Senior Center Lease	2,700		2,700	2,700	2,700	0%
610 5400 Shelburne Free Public Library	28,322		28,322	29,033	29,033	2.5%
610 5410 Arms Library	29,643		29,643	30,235	30,235	2%
610 5420 Pratt Building Maintenance	700		700	700	700	0%
692 5400 Memorial Day	845		845	850	850	1%

	2016	2016	2016	2017	2017	Increase
	Voted	Adjust	Final	Request	Final	Decrease
BUDGET SUMMARY	3,831,940	7,118	3,839,058	3,988,101	3,988,101	4%
Totals:						
General Government	653,407	5,914	659,321	686,690	686,690	4%
Public Safety	287,937	604	288,541	296,653	296,653	3%
Education	2,165,994	0	2,165,994	2,259,702	2,259,702	4%
Highways	423,564	0	423,564	436,860	436,860	3%
Health & Sanitation	94,329	0	94,329	96,215	96,215	2%
Recreation	20,686	0	20,686	23,884	23,884	15%
Human Services	186,023	600	186,623	188,097	188,097	1%

ARTICLE 7. To see if the Town will vote to appropriate the sum of \$26,858 to be used to fund the Mohawk Trail Regional School District capital budget for fiscal year 2017; to meet this obligation transfer \$500 from the Quintus Allen Trust Fund and raise and appropriate the balance of \$26,358 or take any other action relative thereto.

ARTICLE 8. To see if the Town will vote to allow the Mohawk Trail Regional School District to borrow, a sum of money, not to exceed \$295,292, 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 asbestos abatement and floor replacement, asphalt repairs/replacement and repair/rebuild exterior brick pilasters, including the payment of costs incidental or related thereto, which proposed repair project which would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required education program, [This borrowing shall be subject to and contingent upon an affirmative vote of the Town to exempt its allocable share of the amounts required for payment of interest and principal said borrowing from the limitation on taxes imposed by M.G.L. 59, Section 21C (proposition 2 ½)] or take any other action relative thereto.

ARTICLE 9. To see if the Town will vote to amend the MOHAWK TRAIL REGIONAL SCHOOL DISTRICT – REGIONAL DISTRICT AGREEMENT effective July 1, 2016 by striking the following language contained in Section XIV(B):

(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.

and replacing said language with the following:

(B) Procedure

Any proposal for amendment of this Agreement, except a proposal for amendment providing for the withdrawal of a member town (which shall be acted upon as provided in Section XV), 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. Except as provided below in paragraph (C) of this Section, such amendment shall take effect upon its acceptance by two-thirds (2/3rds) of the member towns, acceptance by each town to be a majority vote at a town meeting.

(C) Approval of an Amendment Requiring the Closure of a District School

Any amendment the impact of which would be the required closure of a District school, whether initiated by a member town or by the Committee, will take effect only upon its acceptance by two-thirds (2/3rds) of the member towns provided that the town(s) whose students are principally served by the District school to be closed must have voted to accept the amendment, acceptance by each town to be a majority vote at a town meeting. Further, any amendment to this paragraph (C) will take effect only upon its acceptance by all of the member towns, acceptance by each town to be a majority vote at a town meeting.

ARTICLE 10. 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, 2017 by making the following amendments to the Mohawk Trail Regional Agreement**, or take any other vote or votes relative thereto:

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 2017 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.

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%

Strike the following language in Section III(A):

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

and replace said language with the following:

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

Strike the following language in Section III(F):

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

and replace said language with the following:

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

Strike the following language in Section IV(H):

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

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

and replace said language with the following:

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

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

Strike the following language in Section VI(C):

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

and replace said language with the following:

(D) Vote on the Annual Budget

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

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

SECTION IX

EDUCATION OF PUPILS FROM THE TOWN OF ROWE

(A) Special Education Pupils from the Town of Rowe

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

(B) Transportation of Pupils from the Town of Rowe

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

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

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

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

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

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

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

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

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

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

(G) Representation on the Committee

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

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

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

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

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

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

(C) Commissioner of Elementary and Secondary Education

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

Add the following to Section XV:

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

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

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

ARTICLE 11. To see if the Town will vote to accept the amended Mohawk Trail Regional Agreement, (attachment A), to be effective July 1, 2016, or take any other vote or votes relative thereto.

This proposed Amendment makes a number of relatively small changes to the Regional Agreement, effective July 1, 2016. The most important of these would be to clearly establish the District's authority to operate, and to assess District Towns for, a pre-K to 12 educational program. Accordingly, all references to "K-12," or "K-6" in the existing Agreement would instead be changed to "Pre-K to 12" and "Pre-K to 6." This amendment also would specify that, for purposes of calculating each Town's operating and capital assessments, the District would begin including pre-K students in total enrollment numbers as of the October 1, 2016 enrollment census and annually thereafter. (Free, half-day pre-K was made available to all pre-K students across the District in the fall of 2016.) A five-year rolling average of each Town's total enrollment in District schools forms the basis for assessing Towns for operating and capital costs. The balance of the changes included in this Amendment would add/alter language in the Agreement to reflect existing (rather than past) practices and eliminate existing language that is outdated, no longer necessary, or inconsistent with current state law or regulations.

ARTICLE 12. To see if the Town will vote to appropriate \$35 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 13. To see if the Town will vote to **transfer the sum of \$1,140 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 14. To see if the Town will vote to **transfer \$5,000 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 15. To see if the Town will vote to **transfer \$35,000 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 16. To see if the Town will vote to **transfer \$50,000 from the Stabilization Account #830-919-5400**, said sum to be used for the **Pratt Memorial Library Building – Renovation Project**, or take any other action relative thereto.

ARTICLE 17. To see if the Town will vote to **transfer \$1,000 from the Sale of Cemetery Lot Account**, said sum to be added to the **Care of Hill Cemetery Account # 001 491 5400** to be used for a **restoration and repair study of historic headstones**, or take any other action relative thereto.

ARTICLE 18. To see if the Town will vote to **appropriate from available funds (free cash) the sum of \$6,000**, said sum to be earmarked for **expenses related to Shelburne's 250th Celebration in 2018**, or take any other action relative thereto.

ARTICLE 19. To see if the Town will vote to **raise and appropriate or otherwise provide the sum of \$113,000**, 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 20. 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 21. To see if the Town will vote to **transfer the sum of \$7,084 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 **fifth and final 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 22. To see if the Town will vote to **amend the following sections of the Town of Shelburne, Massachusetts, Sewer By-Law** as follows:

ARTICLE IV, Section 3- The following language shall be added: "The work done by the owner or the owner's contractor shall be subject to inspection and done to the satisfaction of the Wastewater

Treatment Facility Chief Operator or Assistant Chief Operator, and the Town Highway Superintendent.”

ARTICLE IV, Section 7- The words “or asbestos-cement pipe, ASTM Specification C428-65T” shall be deleted and the following language will be added: “SDR-35 PVC pipe, ASTM Specification D3034”

ARTICLE IV, Section 8- The words and numbers ‘six (6)’, will be deleted and changed to “four (4)”

The following new article shall be added:

ARTICLE X

By-Law in Force

Sec. 1. This By-Law shall be in full force and effect from and after its passage, approval, recording, and publication as provided by law.

ARTICLE 23. 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, 2016**, 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 24. To see if the Town will vote to transfer from available funds (free cash) the sum of **\$35,000** in accordance with the provisions of G.L. Chapter 32B, Section 20 for “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 for said fund, or take any other action relative thereto.

ARTICLE 25. To see if the Town will vote to appropriate the sum of **\$52,000** for the purchase of a new combination dump/sander body for the Highway Department. To meet this obligation, transfer **\$10,000** from the **Municipal Vehicle Stabilization Replacement Account # 832-919-5400** and **\$42,000** from free cash, or take any action relative thereto.

ARTICLE 26. To see if the Town will vote to appropriate from free cash, a sum of **\$500**; said sum to be used in conjunction with grant funding for the purchase of a large container for storage of emergency supplies. This vote is contingent upon successful negotiations with the Mohawk Trail Regional High School District; designating the high school as an emergency shelter, or take any other vote or votes relative thereto.

ARTICLE 27. To see if the Town will vote to establish a Stabilization account entitled: “Elections Equipment”, and further appropriate a sum of **\$2,000** from free cash to place in said account, or take any other vote or votes relative thereto.

ARTICLE 28. To see if the Town will vote to appropriate **\$10,000** from free cash and transfer said sum into the Assessor’s Contracted Services Account #001 141 5420 for payment of contracted services relating to the town’s triennial evaluation, or take any other vote or votes relative thereto.

ARTICLE 29. To see if the Town will vote to direct the Board of Selectmen in matters relating to the Proposed pipeline:

Whereas the Northeast Energy Direct gas pipeline planned by the Kinder Morgan company is proposed to be constructed on land in the Town of Shelburne, the Select Board seeks guidance from the Town regarding whether to:

- a. actively support the construction of the proposed pipeline in and through Shelburne while also working to protect the Town’s interests,
- b. maintain a neutral posture regarding the construction of the proposed pipeline in and through Shelburne while also working to protect the Town’s interests, or
- c. actively oppose the construction of the proposed pipeline in and through Shelburne while also working to protect the Town’s interests.

The Select Board requests the Moderator to call for a vote by secret ballot on whether to support, remain neutral, or oppose the proposed pipeline. A majority of votes cast for any one of these positions shall be considered the binding instruction of the Town regarding the subsequent posture and actions of Town boards. A position that succeeds by a plurality (less than a majority) shall be considered as advisement.

ARTICLE 30. To see if the Town will vote to appropriate from free cash, a sum of **\$15,000**; a portion of said funds (**\$13,750**) shall be paid to the Franklin Regional Council of Governments for legal and technical services related to intervening in Federal and state proceedings related to the proposed Northeast Energy Direct natural gas pipeline project; remaining funds to be spent at the discretion of the Board of Selectmen for pipeline related expenditures recommended by Shelburne’s Pipeline Committee to protect the Town and its residents from construction and operation impacts of the project, or take any other action relative thereto.

ARTICLE 31. To see if the Town will vote to **transfer the sum of \$138,785 in free cash to the Stabilization Account #830 919-5400**, or take any other action relative thereto.

ARTICLE 32. To see if the Town will vote to **amend the Town By-Laws by adopting: the Siting Large-Scale Industrial and Commercial Facilities Bylaw to provide for the public health, welfare, and safety of the residents of the Town through implementation of regulations and performance standards for noise, earth removal, and other related disturbances associated with the construction or operation of large scale industrial and commercial facilities including natural gas transmission pipelines and facilities, wind facilities, mining operations, and other large scale manufacturing or commercial facilities** as recommended by the Select Board, or take any other action relative thereto.
(Copies of the proposed by-law are available at Town Hall and on the town's website).

ARTICLE 33. To see if the Town will vote to **amend the Town By-Laws by adopting a Local Road Preservation Bylaw** as recommended by the Select Board, or take any other action relative thereto.

Local Road Preservation Bylaw

Section 1. Purpose.

The purpose of this bylaw is to maintain the safety and general welfare of the residents of the Town of Shelburne by regulating high frequency and high impact commercial transportation activities that have the potential to adversely impact local roads and public property.

Truck traffic generated from an agriculture or forestry operation as defined by M.G.L. 128 Section 1A (definition of agriculture) or M.G.L. Chapter 132 (forestry) shall be exempt from the provisions of this bylaw. Truck traffic related to the repair or reconstruction of a local road or municipal infrastructure by a town shall be exempt from the provisions of this bylaw.

Section 2. Definitions.

Designated Route – The route for the High Impact Truck Traffic.

High Impact Truck Traffic – Traffic to and from a project site, whether or not located in the Town of Shelburne, that generates more than ten (10) truck trips per week over Local Roads, involving trucks that exceed twenty (20) tons (combined truck and load).

Local Road – A road or public right-of way located in the Town of Shelburne that is owned and/or maintained by the Town of Shelburne. A local road includes, but is not limited to the road (subsurface), road surface, shoulders, ditches, all structures (bridges, culverts, pipes), other appurtenances (guardrails, public utilities, signs, traffic signals) and other improvements to the road or public right-of-way.

Permittee – The holder of a High Impact Use Permit.

Section 3. High Impact Use Permit Required.

Any user of a Local Road that will undertake transportation activities that meet the definition of High Impact Truck Traffic shall obtain a permit prior to engaging in such transportation activities ("High Impact Use Permit").

Section 4. Permitting Authority.

The Board of Selectmen or its designee shall be responsible for the administration and enforcement of this bylaw as the Permitting Authority.

Section 5. High Impact Use Permit Application Requirements.

An applicant is strongly encouraged to meet with the Permitting Authority to discuss its proposed transportation activities prior to submitting an application. The following information must be provided by the applicant as part of an application for a High Impact Use Permit:

- a) Applicant's contact information including company name, address, telephone number and the name and title of the person responsible for the transportation activities regulated herein.
- b) A road map and narrative description of the Designated Route.
- c) Video documentation of the condition of Local Roads along the Designated Route completed by an independent third party selected by the Permitting Authority and paid for by the applicant.
- d) The Permitting Authority may require additional studies of the Local Roads by an independent third party selected by the Permitting Authority and paid for by the applicant, including but not limited to distress surveys, rutting and cross slope assessments, road roughness assessments, core sampling, and culvert and bridge condition surveys.
- e) Any other documents, maps, sketches and plans that the Permitting Authority may require.
- f) All other submittals required by this bylaw, including but not limited to proof of insurance and a financial surety to cover roadway maintenance and repair.
- g) A High Impact Use Permit fee of \$500.

Section 6. **Technical Review Fee.**

When reviewing the application material for a High Impact Use Permit the Permitting Authority may hire outside consultants to assist with its review. In such cases, the Permitting Authority may require that the applicant pay a "technical review fee" consisting of the reasonable costs incurred by the Permitting Authority for the employment of qualified independent consultants engaged by the Permitting Authority to assist in the review of the application.

Section 7. **Permittee Liable for Damages to Local Roads.**

Permittee is responsible for all costs and expenses to repair damage to Local Roads caused by the Permittee's transportation activities. Permittee shall not be responsible for normal wear and tear or pre-existing damage identified in the original assessment of road conditions that was not worsened by the transportation activities of the Permittee.

Section 8. **Post Transportation Local Road Assessment.**

Within two weeks of the completion of the transportation activities regulated under the High Impact Use Permit, an independent third party selected by the Permitting Authority and paid for by the applicant shall re-assess the condition of Local Roads along the Designated Route in the same manner as the original assessment. The independent third party shall prepare a written report identifying the damage, if any, caused by the Permittee's transportation activities, including a cost estimate to repair the damage. The Permittee will also be responsible for repairing any additional damage identified by the Town after the initial independent assessment for up to 12 months following completion of transportation activities.

Section 9. **Required Repairs to Local Roads.**

- a) Upon the completion of the post transportation assessment of the Local Roads, the Permittee shall undertake such repairs as specified by the permit granting authority to restore the Local Roads along the Designated Route to their pre-existing condition, ensuring that all

damage identified in the assessment attributable to the Permittee's use of the Local Roads has been addressed to the satisfaction of the Permitting Authority. Any such repairs shall be made promptly according to the specifications and timeline of the Permitting Authority.

- b) An independent third party selected by the Permitting Authority and paid for by the applicant shall re-assess the condition of Local Roads impacted after repairs have been completed and such repairs must be completed to the satisfaction of the permitting authority. If the Permittee fails to make such repairs as required herein the Permitting Authority may call-in the roadway repair and maintenance financial surety to pay for the repairs.

Section 10. **Responsibility to Meet Higher Standards.**

If the replacement or repairs to Local Roads requires meeting higher standards due to new state or federal regulations, the Permittee shall pay the additional costs necessary to meet those standards.

Section 11. **Roadway Repair & Maintenance Financial Surety.**

- a) An applicant shall present to the Town of Shelburne a roadway repair and maintenance financial surety to be held by the town in a form and amount acceptable to the Permitting Authority which it deems sufficient, based on estimates from a qualified civil engineer, to cover 150% of the estimated cost of repair or reconstruction of all Local Roads along the Designated Route.
- b) In determining the dollar amount required, the Permitting Authority shall take into account the type of road (dirt, gravel, oil and stone, asphalt), width of road, existence of bridges, culverts, drainage pipes and other features as deemed appropriate.
- c) Prior to the roadway repair and maintenance financial surety expiring or being changed, cancelled or expended the Permittee shall renew, extend or replace the financial surety on the same terms and conditions of the original financial surety and immediately provide proof thereof to the Permitting Authority.
- d) The Permitting Authority may revoke the High Impact Use Permit if the Permittee fails to provide a current roadway repair and maintenance financial surety as required herein.
- e) Upon a determination by the Permitting Authority that the Permittee has caused no damage to the Local Roads along the Designated Route or upon a determination by the Permitting Authority that the damage has been repaired to its satisfaction, the Permitting Authority shall release the roadway repair and maintenance financial surety. However, the Permitting Authority in its discretion may take up to 24 months after the completion of transportation activities to make its final determination in order to allow for sufficient time to elapse for hidden damage to be evidenced. The Permittee shall maintain the financial surety during this 24 month time period unless sooner released by the Permitting Authority.

Section 12. **Insurance.**

An applicant shall present proof of insurance to the Permitting Authority in the form and amounts as provided below:

- a) General liability coverage in the amount of two million dollars (\$2,000,000) naming the Town of Shelburne and its employees as an additional insured.
- b) General aggregate liability insurance in the amount of two million dollars (\$2,000,000) naming the Town of Shelburne and its employees as an additional insured.
- c) Permittee shall maintain the insurance policies as required by this section while the transportation activities authorized under the High Impact Use Permit are continuing.
- d) The Permitting Authority may revoke the High Impact Use Permit if the Permittee fails to maintain a current insurance policy as required by this section.

Section 13. **Additional Conditions on High Impact Use Permits.**

The following conditions shall apply to all High Impact Use Permits:

- a. Permittee shall provide the Permitting Authority with five (5) days written notice prior to undertaking the transportation activities authorized by the High Impact Use Permit.
- b. Permittee shall provide the Permitting Authority with prompt notice of the completion of the transportation activities authorized by the High Impact Use Permit.
- c. Permittee shall provide the Permitting Authority, the fire chief and the police chief with three (3) days written notice of any anticipated traffic issues that might prevent emergency vehicles from having access to the entirety of the town.
- d. Permittee may only operate High Impact Truck Traffic activities on an approved Designated Route.
- e. Modifications to the Designated Route require the Permittee to obtain a revised High Impact Use Permit.
- f. The High Impact Use Permit shall not be transferred or assigned without the written consent of the Permitting Authority.
- g. Permittee shall be liable for the actions of any individual, sub-contractor, or entity operating under its High Impact Use Permit.
- h. Valid insurance and roadway repair and maintenance financial surety shall be maintained while the activities authorized under the High Impact Use Permit are continuing and until released by the Permitting Authority.
- i. Permittee is responsible for all damages to any Local Roads that it caused, including those outside of the Designated Route. The amount of the roadway repair and maintenance financial surety shall in no way limit the financial liability of the Permittee to repair damage it caused to the Local Roads.

b) **Waiver.**

Any request for a waiver from the requirements of this bylaw shall be made in writing to the Permitting Authority at the time of the application and shall contain the relief sought and the reasons therefor. In order to grant the waiver the Permitting Authority must find that:

- a. Granting the waiver does not deviate from the purpose and intent of this bylaw;
- b. Special circumstances exist that support the request for a waiver;

- c. Denying the waiver would result in a hardship to the applicant, provided such hardship is not self-imposed; and
- d. The waiver is the minimum necessary to accomplish its purpose.

c) **Violations – Fines & Revocation.**

- a. A violation of this bylaw or of the requirements or conditions of a High Impact Use Permit issued under this bylaw is punishable by a fine not to exceed \$300 for each offense.
- b. Each trip to or from the project site over Local Roads in violation of this bylaw or the requirements or conditions of a High Impact Use Permit constitutes an additional, separate and distinct offense.
- c. In addition to the fines provided herein, upon the violation of any requirement or condition of the High Impact Use Permit or this bylaw, the Permitting Authority may suspend the High Impact Use Permit and issue a stop work order for no more than thirty (30) days and following a public hearing at which the Permittee shall have the right to appear and be heard, the Permitting Authority may permanently revoke the High Impact Use Permit on written notice to the Permittee.

d) **Severability.**

Should any section of this bylaw be declared by a court of competent jurisdiction to be invalid, such decisions shall not affect the validity of the bylaw as a whole or any part thereof other than the part declared to be invalid.

ARTICLE 34. To see if the Town will vote to delete the existing Section 13.4, Cluster Development; renumber Section 19 Amendments to Section 20 Amendments; add a new Section 19.0 Open Space Development, and amend related sections of Section 4.2 Table of Use Codes and Section 4.3 Table of Use Regulations of the Town of Shelburne, Massachusetts, Zoning By-Law, as follows: [Note: MGL Chapter 40A Section 5 requires a 2/3rds majority vote on this warrant article.]

Delete the following Section 13.4 Cluster Housing:

“13.4 Cluster Housing: By special permit, issued by the Planning Board, a tract of twenty (20) acres or more may be divided into lots having less area frontage and providing smaller setbacks than the requirements above provided that the number of dwelling units in the tracts shall not ever exceed the number obtained by dividing the tract area devoted to residential plus open space by the minimum lot size applicable to it, that at least twenty-five (25) percent of the tract area shall be set aside for open space governed by a conservation restriction accepted by either the Town or its conservation commission under Massachusetts General Laws Chapter 184 Sections 31-33 and, that the Board of Health approve sanitary arrangements for each lot. Such special permits shall be granted only where the Planning Board finds that such development will be superior to conventional development in preserving open space for conservation or recreation, utilizing natural features of the land, and allowing more efficient provision of public services; and at least equal to a conventional plan in other respects.”

Add a new Section 20 Amendments:

SECTION 20 AMENDMENTS

20.1 This by-law may be amended from time to time at an annual or special town meeting in accordance with the provisions of the Massachusetts General laws 40A, Section 5.

Add a new Section 19 Open Space Development:

SECTION 19.0 OPEN SPACE DEVELOPMENT

19.1 GENERAL PROVISIONS

19.1.1 Definitions

19.1.1.1 An “**Open Space Development**” (“OSD”) shall mean an optional alternative residential land development which is developed through an “Open Space Design” process. An OSD may be created as a subdivision of land or on lots for which subdivision approval is not required.

19.1.1.2 “**Open Space Design**” shall mean a process for the development of land that: (a) calculates the amount of development allowed up-front by formula; (b) requires a Conservation Analysis to identify the significant natural, cultural, and historic features of the land; (c) concentrates development, through design flexibility and reduced dimensional requirements, in order to preserve those features; and (d) permanently preserves a significant percentage of the land in a natural, scenic or open condition or in agricultural, farming or forest use.

19.1.1.3 “**Conservation Analysis**” identifies the significant natural, cultural, and historic features of the land by the Planning Board in consultation with other Town Boards such as the Board of Health, Conservation Commission, and Open Space Committee; the analysis leads to a designation of the acreage to be included in the conservation areas and which acreage is identified as Potentially Developable Land. (See Section 2.8.2 of the Shelburne Subdivision Regulations.)

19.1.1.4 “**Low Impact Development**” is a comprehensive land planning and engineering design approach with a goal of maintaining and enhancing the pre-development hydrologic regime of urban and developing watersheds. (See Section 2.4.C.15 and Appendix E of the Shelburne Subdivision Regulations.)

19.1.1.5 A “**Lot**” is a subdivision of land upon which a building may be constructed.

19.1.1.6 A “**Parcel**” is a piece of land which is the subject of a subdivision plan.

19.1.2 Purpose

19.1.2.1 The purpose of an OSD is to:

- a) encourage the permanent preservation of open space for conservation, agriculture, forestry, wildlife habitat, other natural or cultural resources (including, but not limited to, aquifers, water bodies, wetlands, and historical and archaeological resources) and passive recreational use which maintains the land in an undeveloped condition.;
- b) encourage a less sprawling form of development that preserves open land and preserves the natural features of the site;
- c) promote the efficient provision of municipal services and protect existing and potential water supplies;

- d) maintain the rural character of the Town;
- e) promote the siting of buildings that is sensitive to existing natural and historic features;
- f) protect public health by siting septic systems on the most suitable soils;
- g) protect the value of real property;
- h) encourage the development of senior housing units and affordable housing units in the Town.
- i) further the goals and policies of the Town of Shelburne Master and Open Space and Recreation Plans;
- j) provide for the by-right formation of OSD subdivisions or ANR lots;
- k) enable landowners to realize equity from development of a small percentage of their land while current uses continue on the majority of the property;
- l) expedite the permitting of projects;
- m) facilitate the construction and maintenance of housing, streets, utilities, and public services in a more economical and efficient manner;
- n) reduce energy consumption and greenhouse gas emissions;
- o) minimize the total amount of disturbance on the site; and
- p) promote the incorporation of Low Impact Development.

19.2 PROCEDURES

19.2.1 General. An OSD is one way to subdivide land. An applicant files an application for an OSD subdivision approval in the same manner as the applicant would for a traditional style subdivision. The Planning Board shall evaluate a proposed OSD in accordance with this OSD Bylaw, other applicable provisions of the Town of Shelburne Zoning Bylaw, the Planning Board's general Subdivision Regulations Sections 1-2.7 (which apply to all subdivisions of land), and its OSD-specific subdivision regulations contained in Section 2.8 of the Subdivision Regulations (which apply only to OSDs). The Planning Board shall have the authority to adopt rules and regulations applicable to OSD as a part of its Subdivision Regulations.

19.2.2 OSDs on ANR Lots. An applicant who wishes to create an OSD on lots for which subdivision approval is not required shall file a formal request that the Planning Board evaluate the proposed project as an OSD. See Section 19.2.1, above.

19.2.3 Criteria for Approval. Approval of an OSD shall be granted as of right if the Planning Board determines that the requirements of Section 19.2.1, above, have been complied with.

19.3 GENERAL REQUIREMENTS

19.3.1 The minimum area of a parcel of land which may be used for an OSD subdivision shall be six (6) acres. The parcel (or parcels) shall be held in single ownership or control at the time of application. Adjoining parcels must be adjacent to each other or only separated by a public way.

19.3.2 The maximum number of "dwelling units" (as this term is defined in the Town of Shelburne Zoning Bylaw Section 2.9, except for "congregate housing") which shall be permitted in the proposed OSD shall be determined in accordance with Section 19.4.

19.3.3 Single family homes, two-family homes, multi-family structures with up to four dwelling units, and, for senior housing only, dwelling units designed as some form of congregate housing for 6-12 seniors may be located in an OSD. Each such congregate housing unit shall be considered one dwelling unit for purposes of this OSD Bylaw.

19.3.4 Dimensional Requirements for Lots within an OSD. Lot size and shape, dwelling unit placement, and other dimensional requirements within an Open Space Development are subject to the following limitations:

19.3.4.1 Area. There shall be no required minimum lot size for zoning purposes. This provision does not affect the ability of the Board of Health to regulate the location of wells and septic systems for water supply protection and the disposal of wastewater.

19.3.4.2 Frontage. There shall be no numerical requirement for road frontage.

19.3.4.3 Setbacks. The minimum setback for any building from a lot line shall be 10 feet. In no event shall principal structures on a lot (whether single-family, two-family, multi-family, or any other principal use) be closer than 20 feet to each other.

19.3.5 Each lot must have legally and practically adequate vehicular access to a public way or a way approved under the Subdivision Regulations.

19.3.6 Each dwelling unit, other than congregate housing, shall be served by at least two off-street parking spaces. Each congregate housing unit will have sufficient parking for staff and visitors.

19.3.7 Each building shall be located on a separate lot which shall be of a size and shape so as to have minimal impacts upon the natural terrain and other resources of the land.

19.3.8 All residential structures and accessory uses within the OSD shall be set back from the boundaries of the OSD by a buffer strip of at least seventy-five (75) feet in width to be kept in a natural, landscaped or managed condition.

19.3.9 There shall be an adequate, safe, and convenient arrangement of pedestrian circulation, facilities, roadways, driveways, and parking. There shall be no parking in the buffer strip or in areas not otherwise designated for parking.

19.3.10 Design of roads, utilities, and drainage shall be governed by the standards contained in the Planning Board's general Subdivision Regulations but the Board may vary those standards to meet the particular needs of the OSD and natural features.

19.3.11 A minimum of at least fifty percent 50% of the total OSD parcel shall be set aside as Protected Open Space.

19.3.12 Septic systems shall be placed in the OSD to maximize the distance between systems and well or water supplies. All systems must comply with Title 5 of the State Environmental Code.

19.3.13 Units shall be located and arranged to advance the resource conservation objectives of the Town's master and open space and recreation plans and to protect: views from roads and other publicly accessible points; farmland; wildlife habitat; large intact forest areas; hilltops; ponds; aquifers, steep slopes; and other sensitive environmental resources.

19.3.14 Industry accepted monumentation of a type consistent with the use of the Protected Open Space shall clearly delineate the boundaries of the Protected Open Space in a manner that facilitates monitoring and enforcement.

19.3.15 There shall be no amendments or changes to an approved OSD without review and approval from the Planning Board.

19.3.16 No lot within an approved OSD may be further subdivided so as to increase the number of lots or dwelling units, and a notation to this effect shall be shown on the OSD Definitive Plan or the ANR Plan, as applicable.

19.4 DWELLING UNIT DENSITY

19.4.1 Initial Dwelling Unit Density Calculation. The maximum initial number of dwelling units permitted in an OSD shall be calculated by a formula based upon the “net acreage” of the parcel. This formula takes into account site-specific development limitations that make some land less suitable for development than other land. This calculation involves two steps, calculating the “net acreage” and then dividing by the allowed density.

19.4.1.1 Net Acreage Calculation. (Note: The factors listed below in this subsection are applicable to net acreage calculation purposes only and do not create or imply any regulatory constraints on development siting that are not contained in other applicable provisions of law, including this OSD Bylaw and the other provisions of the Town of Shelburne Zoning Bylaw.) To determine net acreage, subtract the following from the total (gross) acreage of the parcel:

- a) 50% of the acreage of land with slopes of 15% or greater;
- b) The total acreage of land subject to conservation easements or restrictions or other characteristics prohibiting development, such as: lakes, ponds, vernal pools, 100-year floodplains (as most recently delineated by FEMA), Zone I and A around public water supplies, and all wetlands as defined in Chapter 131, Section 40 of the General Laws and any state or local regulations adopted there under, as delineated by an accredited wetlands specialist and approved by the Conservation Commission; and
- c) Ten percent of the remaining parcel acreage after the areas of (a) and (b) are removed, to account for subdivision roads and infrastructure.

19.4.1.2 Dwelling Unit Calculation. The maximum initial number of allowable residential dwelling units on the parcel shall be determined by dividing the net acreage determined under subsection 19.4.1.1, above, by the required acreage for a dwelling unit in the district under Section 5.2 of the Town of Shelburne Zoning Bylaw. Fractional units of less than .5 shall be rounded down and fractional units of .5 or more shall be rounded up.

19.4.1.3 Parcels Located in More than One Zoning District. For parcels located in more than one zoning district, the maximum initial allowable number of dwelling unit for each zoning district shall be computed separately first. These totals shall be added together and then rounded as above. The allowable number of maximum bonus dwelling units for the entire OSD shall be calculated based upon this combined total number of dwelling units. The permitted location of the dwelling units and Protected Open Space shall be wherever the Planning Board determines best fits the characteristics of the land, based upon the Conservation Analysis and Findings described in Section 2.8 of the Subdivision Regulations, without reference to zoning districts.

19.4.2 Bonus Dwelling Unit Incentives

19.4.2.1 General. An applicant may increase the number of dwelling units beyond that otherwise allowed by Section 19.4.1 in accordance with the provisions of this Section 19.4.2. The additional

number of dwelling units permitted under this Section 19.4.2 shall be known as the OSD's "density bonus."

19.4.2.2 The density bonus for an OSD shall not, in the aggregate, exceed 25% of the dwelling units allowable pursuant to Section 19.4.1. When determining the final total number of bonus dwelling units, fractions of less than .5 shall be rounded down to the nearest integer and .5 or more shall be rounded up.

19.4.2.3 Bonus Density Incentives.

Design Feature	Bonus
OSD protects 60% of the parcel	10%
OSD protects 65% or more of the parcel	5% for each additional 5% protected
OSD protects 10-20 contiguous acres	5%
OSD protects 20 or more contiguous acres	10%
OSD protects land contiguous to an already protected area outside the OSD parcel so as to increase the practical area of working agricultural land, forest, or wildlife habitat in the already protected area by 25%	5%
OSD permanently provides the public with recreational access to its Protected Open Space	5%
OSD contains a congregate senior housing unit designed for 6-12 seniors	5%
OSD contains "separate senior housing dwelling units"	5% for every two such dwelling units
OSD contains dwelling units which can be counted towards Shelburne's Subsidized Housing Inventory as determined by Mass. Dept. of Housing & Community Development.	5% for every two such dwelling units

19.4.2.4 "Separate senior housing dwelling units are those which are: (1) permanently restricted to residents who are 55 years of age or older; (2) contain 2 or fewer bedrooms in each dwelling unit; and (3) are handicapped accessible.

19.4.2.5 Dwelling Units which meet the requirements of more than one bonus density category may not be counted more than once in determining bonus units.

19.5 PROTECTED OPEN SPACE

19.5.1 The Protected Open Space in an OSD shall be set aside for passive recreation, conservation, forestry, and/or agricultural uses which preserve the land essentially in its undeveloped condition. Structures or buildings accessory to recreation, conservation, or agricultural uses may be erected but shall not exceed 2% coverage of such Protected Open Space or 10,000 square feet, whichever is less.

19.5.2 Protected Open Space shall be contiguous to the greatest extent practicable. Where noncontiguous pockets of Protected Open Space are preferable to protect conservation areas, applicants shall attempt to

connect these resource areas to the greatest extent practicable through the use of trails and/or vegetated corridors. Protected Open Space will still be considered contiguous if it is separated by a roadway or an accessory amenity (such as a barn, paved pathway or trail, or shed for the storage of recreational equipment).

19.5.3 Further subdivision of Protected Open Space or its use for other than the above listed uses, shall be prohibited; provided, however, that the Protected Open Space may be utilized, to the extent allowable in a Conservation Restriction approved by the Massachusetts Executive Office of Energy and Environmental Affairs, for common water supply wells and associated infrastructure, common subsurface leaching fields and other underground components of wastewater systems, and rain gardens, constructed wetlands, and other decentralized stormwater management systems consistent with Low Impact Development (LID) and are consistent with the purposes of this OSD Bylaw. Treated stormwater may be discharged into the Protected Open Space. To ensure that the requirements of this Section are met, a Conservation Restriction in accordance with M.G.L. Chapter 184 Section 31 shall be imposed on the Protected Open Space and recorded in the Franklin County Registry of Deeds by the applicant at the time the approved Definitive Plan or final ANR Plan is submitted to the Registry of Deeds for recording. The applicant shall notify the Planning Board in writing within ten (10) days after the Conservation Restriction and the Definitive Plan, as approved and endorsed, have been recorded at the Franklin County Registry of Deeds and, in the case of registered land, with the recorder of the Land Court, of such recording, noting book, page number and date of recording. The purpose of the Conservation Restriction will be to clearly identify the uses and restrictions which apply to the Protected Open Space in the OSD.

19.5.4 Such Protected Open Space shall be:

19.5.4.1 conveyed to a corporation or trust formed for the Homeowners Association for the owners of dwelling units within the OSD; OR

19.5.4.2 conveyed to a non-profit conservation land trust or a suitable State Agency, the principal purpose of which is the conservation or preservation of open space; OR

19.5.4.3 conveyed to the Town of Shelburne, at no cost, and be accepted by it for passive recreation or open space use. Such conveyance shall be at the option of the Town and shall require the approval of the voters at a Town Meeting; OR

19.5.4.4. retained by one or more private individuals, a corporation, limited liability company, or trust owned by private individuals.

19.5.5 Conservation Restriction: The Conservation Restriction required by Section 19.5.3 shall provide in perpetuity (a) for maintenance of the Protected Open Space in a manner which will ensure its function and appearance (e.g. as farmland or forest), cleanliness, and the proper maintenance of drainage, utilities and the like located on the Protected Open Space; (b) that if the owner of the Protected Open Space fails to maintain it in reasonable order and condition in accordance with the Development Plan and the Conservation Restriction, then the Town or the holder of the Conservation Restriction may, after notice to the owner and after obtaining an appropriate court order, enter upon such land and maintain it in order to preserve the taxable values of the properties within the development, enforce the Conservation Restriction, and/or prevent the Protected Open Space from becoming a public nuisance; and (c) that the costs of such maintenance by the Town or the holder of the Conservation Restriction shall be assessed against the owner of the Open Land and shall be paid by the owner of the Open Land within thirty (30) days after the receipt of a statement therefor.

19.5.5.1 If the Protected Open Space is to be conveyed to the dwelling unit owners within the OSD, ownership and maintenance of such Protected Open Space shall be permanently assured through a corporation or trust owned or to be owned collectively by the owners of the lots dwelling units within the OSD. If such a corporation or trust is utilized, title to the Protected Open Space shall pass with conveyances of the dwelling units in perpetuity. Each owner shall be subject to a

charge for a share of the maintenance and periodic inspection expenses which binds all owners to maintain the Protected Open Space in a manner consistent with the agricultural, recreational, or conservation restriction. Such Homeowners Association documents shall be submitted with the subdivision application and shall be subject to approval by the Planning Board and Town Counsel.

19.5.5.2 The developer shall remain in control of, and shall be responsible for, maintenance of the Protected Open Space until the Protected Open Space is conveyed to one of the entities identified in Section 19.5.4. In the case where the conveyance is to a corporation or trust to be owned by the owners of the dwelling units within the OSD, the developer shall remain in control of and shall be responsible for maintenance of the Protected Open Space until a majority (51%) of the dwelling units are conveyed to permanent third party owners.

Section 4.2 Table of Use Codes -- Insert a new Section 4.2.4 "OSD" and renumber Sections 4.2.4 through 4.2.8 accordingly, as follows:

4.2 TABLE OF USE CODES:

The following Table of Use Regulations sets forth for each District the uses permitted by right, the uses permitted by special permit and the uses prohibited. The following codes shall apply:

4.2.1 Y = Yes, the use is permitted by right in that zoning district; however user still must comply with the dimension schedule (section 5.2), all other relevant sections of these and other town bylaws (e.g. parking), Provisions of M.G.L. 40 A, and other regulating authorities such as the Board of Health, Conservation Commission, Fire Chief, Building Inspector, etc.

4.2.2 N = No, the use is explicitly prohibited in that zoning district.

4.2.3 SP = The use is allowed in that zoning district only if a Special Permit has been granted by the SPGA; however, even if receiving a Special Permit, user still must comply with the dimension schedule (section 5.2), all other relevant sections of these and other town bylaws (e.g.. parking), Provisions of M. G. L. 40 A, and other regulating authorities such as the Board of Health, Conservation Commission, Fire Chief, Building Inspector, etc.

4.2.4 OSD = Yes, the use is permitted by right in that zoning district; however, the use must comply with the provisions of Section 19, Open Space Development, and the Shelburne Subdivision Regulations including Section 2.8.

4.2.5 RA = Rural Residential/Agricultural District

4.2.6 VR = Village Residential District

4.2.7 VC = Village Commercial District

4.2.8 C = Commercial District

4.2.9 I = Industrial District

Section 4.3 Table of Use Regulations -- Under "Residential uses" add a new line relative to Open Space Development and delete the line for Cluster Housing.

4.3 TABLE OF USE REGULATIONS:

<u>Residential Uses</u>		<u>RA</u>	<u>VR</u>	<u>VC</u>	<u>C</u>	<u>I</u>
<u>See</u>						
Cluster Housing	SP	SP	SP	SP	N	Sect. 13.4
Open Space Development		OSD	OSD	OSD	OSD	OSD
Sect. 19						

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 April 12, 2016 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.