

**Commonwealth of Massachusetts
Town of Hawley
ANNUAL TOWN MEETING WARRANT
MAY 8, 2017**

FRANKLIN SS:

To George A. Rice, Constable of the Town of Hawley, GREETINGS:

In the name of the Commonwealth of Massachusetts you are directed to notify and warn said inhabitants of the Town of Hawley qualified to vote in elections and in town affairs, to meet at the Hawley Town Office in said Hawley on **Monday, the eighth day of May, 2017.**

At seven o'clock in the evening on Monday, the eighth day of May, 2017 the meeting will convene to act on the following articles,

Article 1: To act on the reports of the Town Officers, or take any other action relative thereto.

Article 2: To see if the Town will vote to fix the salaries or compensation of the following elected officers of the Town, or take any other action relative thereto:

Chairman of Selectboard	1,854.00	
Members of Selectboard (2)	1,648.00	(each)
Town Clerk	8,755.00	
Chairman of Assessors	1,339.00	
Member of Assessors (2)	1,133.00	(each)
Auditor	118.50	
Moderator	118.50	

Article 3: To see if the Town will vote to raise and appropriate the following general operating appropriations. Total for Article 3: \$975,897.78

(This budget can be voted on in its entirety; by section; or by line. Any balances in these appropriations will close to Surplus Revenue at the end of the fiscal year)

Department/Acct	FY16 Expended	FY17 Approp.	FY18 Recomm.
Moderator	118.50	118.50	118.50
1 Salary & wages	118.50	118.50	118.50
Board of Selectmen	48,852.23	59,520.00	62,920.00
2 Salary & wages	43,417.94	53,170.00	56,270.00
3 Expenses	2,004.29	2,000.00	2,100.00
4 Drug/Alcohol testing	431.00	500.00	500.00
5 Legal Service	1,375.00	2,000.00	2,000.00
6 Town Reports	1,574.00	1,600.00	1,600.00
7 Board of Health expenses	50.00	250.00	450.00
Finance Committee	81.00	250.00	250.00
8 Expenses	81.00	250.00	250.00

Town Auditor	118.50	118.50	118.50
9 Salary & wages	118.50	118.50	118.50
Board of Assessors	6674.69	8,105.00	8,545.00
10 Salary & wages	3,605.00	3,605.00	3,605.00
11 Expenses	3,069.69	4,500.00	4,940.00
Treasurer	5,234.89	2,000.00	2,100.00
12 Salary & wages	3,246.89	0.00	0.00
13 Expenses	1,988.00	2,000.00	2,100.00
Tax Collector	7,519.87	7,900.00	8,285.00
14 Salary & wages	5,562.00	5,700.00	5,875.00
15 Expenses	1,957.870	2,200.00	2,410.00
Technology/Internet	2,624.57	6,800.00	4,300.00
16 Expenses	2,624.57	6,800.00	4,300.00
Town Clerk	10,480.65	12,283.50	12,055.00
17 Salary & wages	10,019.96	10,083.50	10,055.00
18 Expenses	10,019.96	2,200.00	2,000.00
Town Buildings	11,392.62	17,600.00	13,905.00
19 Purchased Services	515.00	1,000.00	1,200.00
20 Repairs & Maintenance	1,395.06	0.00	0.00
21 Expenses	9,482.56	16,600.00	12,705.00
Employee Benefits	38,412.79	46,948.00	49,539.00
22 Insurance	18,283.79	24,500.00	24,600.00
23 Retirement	20,129.00	22,448.00	24,939.00
Police	1,000.00	1,250.00	1,250.00
24 Salary & wages	1,000.00	1,000.00	1,000.00
25 Expenses	0.00	250.00	250.00
Fire	22,314.77	24,950.00	24,850.00
26 Salary & wages	5,080.00	5,000.00	5,250.00
27 Purchased Services	2,439.77	2,550.00	3,000.00
28 Repairs & Maintenance	2,610.99	2,000.00	4,400.00
29 Expenses	11,211.52	14,200.00	10,000.00
30 Capital outlay	972.49	1,200.00	2,200.00
Emergency Management	1,150.00	1,200.00	1,250.00
31 Salary & wages	1,000.00	1,000.00	1,000.00
32 Purchased Services	150.00	100.00	150.00
33 Expenses	0.00	100.00	1,100.00
FRCOG	8,915.00	10,101.00	10,654.00
34 FRCOG Assessment	8,915.00	10,101.00	10,654.00

School – Vocational	72,949.69	100,000.00	45,000.00
35 Transportation	20,287.69	25,000.00	10,000.00
36 Tuition	52,662.00	75,000.00	35,000.00
School- Hawlemont	212,531.00	244,416.00	263,677.00
37 Operating assessment	212,531.00	243,876.00	254,195.00
38 Capital outlay	0.00	540.00	9,482.00
School- MTRSD	136,838.00	154,716.00	173,801.00
39 Operating assessment	133,894.00	152,223.00	169,148.00
40 Capital outlay	2,944.00	2,493.00	4,553.00
DPW - Highway	205,066.38	232,450.00	243,180.00
41 Salary & wages	114,796.49	111,450.00	128,000.00
42 Repairs & Maintenance	38,600.05	42,000.00	42,000.00
43 Expenses- Roads	49,701.48	75,000.00	70,000.00
44 Expenses- Garage	518.14	2,200.00	1,680.00
45 Care of Cemeteries	1,450.22	1,500.00	1,500.00
Solid Waste	18,859.32	20,367.00	20,410.00
46 Expenses	18,859.32	20,367.00	20,410.00
Animal Inspector	0.00	0.00	500.00
47 Expenses	0.00	0.00	500.00
Veterans Services	780.00	2,563.64	2,689.78
48 District assessment	780.00	563.64	689.78
49 Veterans Benefits	0.00	2,000.00	2,000.00
Boards/ Committees	2,424.93	1,750.00	1,750.00
50 Cons. Comm. Expenses	98.00	100.00	100.00
51 Planning Board Expenses	0.00	0.00	50.00
52 Zoning Board of Appeals	0.00	100.00	50.00
53 COA Grant match	1,126.93	350.00	350.00
54 Tyler Memorial Library	1,200.00	1,200.00	1,200.00
Unclassified	21,056.70	22,850.00	24,750.00
55 Prop & Liability Insurance	15,651.00	17,000.00	17,000.00
56 Surety bonds	665.00	1,000.00	1,000.00
57 Mass. Unemployment	184.94	250.00	250.00
58 FICA/Medicare	4,555.76	4,600.00	6,500.00
TOTAL	835,396.10	978,757.14	975,897.78

Article 4: To see if the Town will vote to accept \$177,126 in Chapter 90 road funds available subject to conditions detailed by the Massachusetts Department of Transportation, or take any other action in relation thereto.

Article 5: To see if the Town will vote to raise and appropriate the sum of \$1,000.00 for the FY20 Assessors Revaluation, or take any other action in relation thereto.

Article 6: To see if the Town will vote to raise and appropriate the sum of \$2,000.00 for periodic independent audits, or take any other action in relation thereto.

Article 7: To see if the Town will vote to transfer from Free Cash the sum of \$2,000.00 for the Reserve Fund, or take any other action in relation thereto.

Article 8: To see if the Town will vote to transfer from Free Cash the sum of \$1,800.00 for Interest Expenses, or take any other action in relation thereto..

Article 9: To see if the Town will vote to transfer from Free Cash the sum of \$30,000.00 required for the FY18 payment for the purchase of the used Fire Pumper and 1-ton truck, or take any other action in relation thereto.

Article 10: To see if the Town will vote to authorize a revolving account pursuant to Massachusetts General Laws Chapter 44, section 53E ½ for which revenues from fees or fines related to the licensing and care of dogs will be deposited into the fund and expended to purchase dog tags; pay for various expenses in relation to licensing, care and other related dog control expenses under the direction of the Town Clerk, and total expenditures for the fiscal year beginning July 1, 2017 will be limited to \$2,000, with all money remaining in the fund at the end of each fiscal year, or take any other action in relation thereto.

Article 11: To see if the Town will vote to transfer a sum from the FY17 Vocational Tuition and Vocational Transportation accounts into the Vocational Education Stabilization Fund, or take any other action in relation thereto.

Article 12: To see if the Town will vote to transfer a sum from Free Cash to the Highway Equipment Stabilization Fund, or take any other action in relation thereto.

Article 13: To see if the Town will vote to transfer a sum from Free Cash to the Fire Equipment Stabilization Fund, or take any other action in relation thereto.

Article 14: To see if the Town will vote to amend the MOHAWK TRAIL REGIONAL SCHOOL DISTRICT – REGIONAL DISTRICT AGREEMENT by striking the following language contained in Section III(B):

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

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

and replacing said language with the following:

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

of the Town of Heath, and the Town of Heath shall continue to be assessed for said debt in accordance with the terms of this Agreement.

Article 16: To see if the Town will vote to amend the MOHAWK TRAIL REGIONAL SCHOOL DISTRICT – REGIONAL DISTRICT AGREEMENT by striking the following language contained in Section XI(A)(2):

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

Article 17: 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 certain amendments to the Mohawk Trail Regional Agreement (*full wording available at the Hawley Town Office or at townofhawley.com*).

Article 18: To see if the Town will vote to transfer a sum from Free Cash to the FY17 Snow Roads accounts, or take any other action in relation thereto.

Article 19: To see if the Town will vote to transfer \$2,000 from Free Cash to the FY17 FICA/Medicare account, or take any other action in relation thereto.

Article 20: To see if the Town will vote to rescind the unissued balance of \$78,000 of debt authorized by Article 39 of the May 4, 2009 Annual Town Meeting to pay emergency expenses related to the December 2008 Ice Storm (\$250,000 debt authorized; \$172,000 borrowed), or take any other action in relation thereto.

Article 21: To see if the Town will vote to rescind the unissued balance of \$2,500 of debt authorized by Article 39 of the June 26, 2013 Special Town Meeting to purchase a used Fire Pumper (\$100,000 debt authorized; \$97,500 borrowed), or take any other action in relation thereto.

Article 22: To see if the Town will vote to rescind the unissued balance of \$97,500 of debt authorized by Article 47 of the May 5, 2014 Annual Town Meeting to purchase a new Highway Department truck (\$150,000 debt authorized; \$52,500 borrowed), or take any other action in relation thereto.

Article 23: To transact any other business that legally may come before the Town Meeting.

And you are directed to serve this warrant by posting attested copies thereof, one at the West Hawley Town Garage, one at the Hawley Town Office, and one at the Hawley Fire Station, seven days at least before time of holding said meeting.

Given under our hands this eighteenth day of April, 2017.

John Sears, Chairman

A true copy. Attest:

Robert MacLean
Selectboard

Hussain Hamdan
Selectboard, Town of Hawley