

**TOWN WARRANT
COMMONWEALTH OF MASSACHUSETTS**

HAMPDEN, S.S.

TOWN OF WALES

GREETINGS: In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of Wales that the Annual Town Meeting will be held in the WALES ELEMENTARY SCHOOL, 41 Main Street, in said Wales, on **WEDNESDAY, the 18th day of MAY, 2016** at 7:00 p.m., or as soon thereafter as the subject matter of this warrant can then and there be reached, to act on the following Articles:

ARTICLE 1 To hear the reports of Town Officers and act on same, or take any other action relative thereto. (Submitted: Board of Selectmen)

ARTICLE 2 To hear the reports of Committees and act on same, or take any other action relative thereto. (Submitted: Board of Selectmen)

ARTICLE 3 To see if the Town will vote to transfer from Certified Free Cash the sum of \$2,000.00 for Dam Inspections, or take any other action relative thereto. (Submitted: Town Accountant)

ARTICLE 4 To see if the Town will vote to transfer from Certified Free Cash the sum of \$2,167.00 for the Board of Assessors to undertake property revaluation, or take any other action relative thereto. (Submitted: Board of Assessors and Finance Committee)

ARTICLE 5 To see if the Town will vote to transfer from Certified Free Cash the sum of \$6,000 for an Audit of the Town's finances, or take any other action relative thereto. (Submitted: Finance Committee and Town Accountant)

ARTICLE 6 To see if the Town will vote to authorize the Town Treasurer, with the approval of the Board of 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 M.G.L., c. 44, §4 and to renew any note or notes as may be given in accordance with the provisions of M.G.L., c. 44, § 17, or take any other action relative thereto. (Submitted: Board of Selectmen)

ARTICLE 7 To see if the Town will vote to authorize the Town Treasurer, with the approval of the Board of Selectmen, to enter into compensating balance agreements with bank offices having their principal offices in the Commonwealth during the fiscal year 2017, as permitted by M.G.L., c.44, §53 F, or take any other action relative thereto. (Submitted: Board of Selectmen)

ARTICLE 8 To see if the Town will vote to accept any and all grant monies received during FY17 for the Wales Public Library Grant Account, for the use of the Wales Public Library, or take any other action relative thereto. (Submitted: Library Trustees)

ARTICLE 9 To see if the Town will vote to transfer from Certified Free Cash the sum of \$5,000.00 for the purpose of funding the Other Post-Employment Benefits account, or take any other action relative thereto. (Submitted: Finance Committee)

ARTICLE 10

To see if the Town will vote, pursuant to the provisions of M.G.L., c. 44, § 53E ½, to reauthorize revolving funds for certain Town departments and officers for the fiscal year beginning July 1, 2016, as follows, or take any other action relative thereto:

REVOLVING FUND	AUTHORITY SPEND	TO REVENUE SOURCE	USE OF FUND	FY'17 BUDGET
Building Inspections	Building Commissioner	Inspection Fees	Expenses and costs related to provision of inspection services. If re-authorized, amount in Excess of \$500 (excluding unpaid expenses) shall close to general fund.	\$18,000
Plumbing, Heating And Gas Inspections	Plumbing/Heating/Gas Inspector	Inspection fees and expense reimbursements	Expenses related to provision of inspection services. If re-authorized, balance (excluding fees due to the inspector) shall close to general fund.	\$4,000
Cemetery Services	Cemetery Commission	Fees received in connection with opening and closing graves	Expenses and costs related to opening and closing graves, including payment to other departments related thereto	\$3,000
Planning	Planning Board	Filing fees and expense reimbursements	Expenses and costs related to processing applications, publishing notices, and holding hearings	\$3,000
Conservation	Conservation Commission	Filing fees, expense reimbursements	Expenses and costs related to processing applications, publishing notices, and holding hearings	\$1,500
Zoning	Zoning Board	Filing fees and expense reimbursements	Expenses and costs related to processing applications, publishing notices and holding hearings	\$1,000

REVOLVING FUND	AUTHORITY SPEND	TO REVENUE SOURCE	USE OF FUND	FY'17 BUDGET
Animal Control	Animal Control Officer	Fines and fees	Expenses and costs related to provision of animal control services for which fees and fines are assessed	\$2,000
Library	Library Trustees or Director	Fees and fines	Expenses and costs related to library programs and activities for which fees and fines are assessed	\$1,000
Board of Health	Board of Health	Fees and reimbursements	Expenses and costs related to enforcing State & Local Board of Health regulations	\$5,000
Electrical	Electrical Inspector	Permit fees and expenses	Expenses related to inspections. If re-authorized, balance (excluding inspection fees due to the inspector) shall close to the general fund.	\$4,000
Police – Pistol Permits	Police Chief	Pistol Permit Fees	Expenses and costs related to pistol permit application review and issuance	\$4,000
Council on Aging	Council on Aging	Fees and reimbursements	Expenses and costs related to programs and activities for Seniors	\$3,500
Fire Dept.	Fire Inspector	Permit Fees	Expenses related to provisions of inspection services. If re-authorized, balance (excluding fees due to the inspector) shall close to the General fund.	\$2,500

ARTICLE 11 To see if the Town will vote to reauthorize an Offset Receipt Account, said amount not to exceed SIXTY THOUSAND DOLLARS (\$60,000.00) more or less, for the operation of the **TRANSFER STATION** provided, however, that pursuant to M.G.L., c. 44, § 53E, such costs shall be offset by the estimated receipts from the fees charged to users of the

services provided by the Transfer Station, or take any other action thereto. (Submitted: Board of Selectmen)

ARTICLE 12 To see if the Town will vote to transfer the sum of \$40,000.00 from Certified Free Cash to the General Stabilization Account, or take any other action relative thereto. (Submitted: Finance Committee)

ARTICLE 13 To see if the Town will vote to transfer the sum of \$25,000.00 from the Norcross Gift Account and transfer the sum of \$40,000.00 from Certified Free Cash to the Capital Stabilization Fund, or take any other action relative thereto. (Submitted: Capital Improvement Planning Committee)

ARTICLE 14 To see if the Town will vote to raise and appropriate the total sum of \$4,102,354.13 to defray expenses of the Town, on a departmental basis; and further to fix the salary and compensation of the following elective officers of the Town of Wales, as provided by M.G.L. c. 41, §108, as amended: Moderator, Selectmen, Assessors, Treasurer, Collector, Town Clerk, Planning Board, Road Commissioner, and Board of Health for fiscal year 2017; or take any other action relative thereto. (Submitted: Finance Committee)

ARTICLE 15 To see if the Town will vote to appropriate the total sum of \$132,900.00 for the purchase and originally equipping of a Front End Loader for the Highway Department and for the payment of all other costs incidental and related thereto; to determine whether this amount should be transferred from available funds, transferred from stabilization funds, borrowing or otherwise, or take any other action relative thereto. (Submitted: Road Commissioner)

ARTICLE 16 To see if the Town will vote to appropriate the total sum of \$275,000.00 for the purchase and original equipping of a National Fire Protection Association Compliant Tanker/Pumper for the Fire Department and for the payment of all other costs incidental and related thereto; and to determine whether this amount should be transferred from available funds, transferred from stabilization funds, borrowing or otherwise, or take any other action relative thereto. (Submitted: Fire Chief)

ARTICLE 17 To see if the Town will vote to strike the Preamble to the Tantasqua Regional School District Agreement reading:

“This Agreement is made as of January 15, 1952 although accepted by the several Towns herein named and approved by the Emergency Finance Board of the Commonwealth of Massachusetts and the Department of Education on the other dates respectively.

The Towns of said Commonwealth which are parties to this Agreement, in alphabetical order are: the Town of Brimfield, the Town of Brookfield, the Town of Holland, the Town of Sturbridge, and the Town of Wales, hereinafter referred to as the “Participating Towns”.

All of the Participating Towns having created a Regional School District Planning Board and said Board having considered the advisability of establishing a Regional School District under Chapter 71, Sections 14 through 16 I, inclusive of the General Laws as amended, this Agreement respecting a Regional School District is submitted for consideration and acceptance to the Towns of Brimfield, Brookfield, Holland, Sturbridge, and Wales.”

and insert :

"Whereas the Towns of Brimfield, Brookfield, Holland, Sturbridge and Wales (hereinafter referred to as "the member towns") for good and substantial reasons have created a regional school district consistent with the terms of Chapter 71 of the General Laws of Massachusetts, as amended, the member towns, in consideration of the mutual promises contained herein, agree as follows:"

Or take any action thereto (Submitted: School Committee)

ARTICLE 18 To see if the Town will vote to insert the following new sections I and II into the Tantasqua Regional School District Agreement and renumber the remaining sections:

"Section I – Type of District

The regional school district (hereinafter referred to as "the District") shall provide educational programs for public school students who reside in the member towns and who are attending grades 7 through and including grade 12. The Regional School Committee (hereinafter referred to as "the Committee"), as established consistent with Section III below, is authorized in its discretion to establish and maintain other educational programs, including but not limited to vocational-technical educational programs consistent with Chapter 74 of the General Laws of Massachusetts, and is authorized in its discretion to join or to form educational collaboratives consistent with Chapter 40, Section 4E of the General Laws of Massachusetts.

Section II – Configuration and Location of Schools

The grade configuration and the location of the schools of the District shall be established by the Committee, although said location will be within the member towns. The school buildings may either be owned by the District or leased under terms and conditions that will be expressed in lease agreements."

Or take any action in relation thereto. (Submitted: School Committee)

ARTICLE 19 To see if the town will strike renumbered sections IV through IX of the Tantasqua Regional School District Agreement reading:

IV. APPORTIONMENT OF COST

a. Construction Costs

Construction costs shall include cost of site, cost of building construction and equipment, cost of plans, architect's fees, cost of consultants' fees, grading, and any other costs which may be incurred to put the building and premises in operation condition, and also interest on indebtedness incurred to meet these outlays. Construction costs shall be apportioned to the Participating Towns on the basis of equalized valuation of said Towns, as set forth in Chapter 559 Acts of 1945, "An Act Establishing the Basis of Apportionment of State and County Taxes" or such alter equalized valuation as may be enacted by the General Couth of the Commonwealth next preceding each bond issue.

Construction costs incurred after April 1, 1973, shall be apportioned to the Participating Towns on the basis of their respective enrollment in the Regional District School on October 1 of the preceding year, or, in the event that enrollment in the Regional District School has not been accomplished by said date, on the pupil enrollment in grades 7 through 12 in each Participating Town as of October 1 of the preceding year.

b. Operating Expenses

Operating expenses shall include all costs not included in construction costs as defined in III a, but including interest on temporary notes issued by the District in anticipation of revenue. Operating expenses for the first calendar year or fractional year the Regional District School is in operation, and for any calendar year thereafter shall be apportioned to the Participating Towns on the basis of their respective enrollment in the Regional District School on October 1 of the preceding year, or, in the even that enrollment in the Regional District School has not been accomplished by said date, on the pupil enrollment in grades 7 through 12 in each Participating Towns as of October 1 of the preceding year. Any expenses incurred prior to the formal adoption of a budget as provided for in Section VI a of this Agreement shall be apportioned to Participating Towns on the basis of their pupils enrolled in grades 7 through 12 on October 1 next preceding.

c. Time and Manner of Payment of Operating and Construction Costs

Payments shall be made by the Towns to the Regional District School Committee in six (6) equal installments on the 15th of July, September, November, January, March and May.

d. Tuition Pupils

Pupils residing outside the Regional School District may attend the Regional School at the discretion of, and on a tuition basis determined by the Regional District School Committee, in accordance with law. However, if a non-participating town wishes to send to the Regional District School a majority of its pupils enrolled in grades 7 through 12, it must do so as a participating member of the Regional School District as provided in Section V a of this Agreement.

V. TRANSPORTATION

Each Participating Town, acting through its local School Committee, shall furnish transportation to and from the Regional District School once each day in which a regular session thereof is scheduled, to each student thereof who resides in such town and who would be furnished such transportation if it were a town school. Other transportation, as deemed desirable by the Regional District School Committee, shall be furnished by the Regional School District, and the cost thereof shall constitute part of its operating expense.

VI. TERMS OF ADMITTANCE OR WITHDRAWAL

a. Admittance

Any other town may join the district at any time. The terms of its admission shall be negotiated between the Regional District School Committee and the petitioning Town shall take the form of an amendment to this Agreement. Such amendment must be approved by a two-thirds vote of the Committee and by each of the Participating Towns by majority vote in annual special town meeting.

The petitioning Town must accept this agreement as amended by a majority vote at an annual or special Town meeting, and if construction has not started, or has started but has not been completed, it shall be required to pay:

1. If prior to the awarding of the contract for a five-town school – the new town's proportionate share of the new building cost on an equalized valuation basis as provided in Section III a., plus the added cost for revised plans, etc. if any or
2. If after the awarding of the contract or commencement of construction the larger of
 - (a) the total cost of additional construction required, or

(b) the new town's proportionate share of the total construction cost on the equalized valuation basis as provided in Section III a, plus added costs, if any, resulting from the revisions.

3. If any or all payments for construction costs have been made prior to the admission of a petitioning Town, financial adjustment shall be made in such a manner as will be fair and acceptable to the Participating Towns which have made such payments.

b. Withdrawals

1. Any Member Town may petition to withdraw from the District under terms stipulated in a proposed amendment to the Agreement provided (1) that such withdrawal is approved by the State Department of Education and the Emergency Finance Board, and (2) that the town seeking to withdraw has paid over to the District any operating costs for which it became liable as a member of the District, and (3) that said Town shall remain liable to the District for its share of the indebtedness of the District outstanding at the time of such withdrawn, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District, except that such liability shall be reduced by any amount which such Town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness or interest.
2. Said petitioning town shall cease to be a Member Town if the proposed amendment is approved by the committee and accepted by the petitioning town and each of the other Member Towns, approval by the Committee to require a two-thirds vote, and acceptance by the petitioning town and by the other Member towns to be by majority vote at an annual or special tow meeting.
3. Money received by the District from the withdrawing town for payment of funded indebtedness or interest thereon shall be used for this purpose only.

VII. ANNUAL BUDGETS AND REPORTS

a. Budgets

The Regional District School committee shall determine the amounts necessary to be raised to maintain and operate the District School during the ensuing calendar year, and the amount required for payment of debt and interest incurred by the District which will be due in said year, and shall prepare a formal budget accordingly and submit copies to the Selectmen and the Finance Committee of the Participating Towns, on or before November 1. The Regional District School Committee shall adopt an annual maintenance and operating budget on or before December 1 for the ensuing year. Said Committee shall apportion the same in accordance with the provisions of Section III of this Agreement. The amount so apportioned for each town shall, prior to December 31 of teach year, be certified by the Regional District Treasurer to the Treasurer of the Participating Towns, and each Town at the next annual town meeting shall appropriate the amount so certified. The provisions of this Section shall be enforced as provided in Chapter 71 of the General Laws, Section 16B appended.

b. Reports

The Regional District School Committee shall annually submit a report to each of the Participating Towns as provided in Section 16 (k) of Chapter 72 of the General Laws.

VIII. ORGANIZATION OF THE COMMITTEE

The District Committee may equip and maintain an office at such place as is determined by the Committee. Within 10 days after its members are selected and qualified the District School Committee shall organize by choosing by ballot form its

membership a Chairman, and by appointing a Secretary and Treasurer; determine their term of office and define their duties; and the said Committee shall appoint such other officers and agents as seem advisable. The Treasurer shall be subject to the provisions of Chapter 71 of the General Laws. Provisions shall be made for meetings including an annual meeting at which officers of the Committee shall be elected.

VIX. AMENDMENTS

This Agreement may be amended at any time, and from time to time, in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other indebtedness of the District then outstanding or the rights of the District to procure the means for payment thereof.

An amendment may be proposed by vote of the Regional District School Committee or by vote of any town meeting of any Participating Town. In the latter case the Town Clerk shall forthwith deliver a copy of such vote to the Secretary of the Regional District School Committee. In either case the Secretary shall forthwith deliver a copy of the vote proposing the amendment to the Town Clerk of each Participating Town, and each such Town shall vote at its next town meeting, whether annual or special, upon the acceptance of such amendment. Such amendment shall take effect upon its acceptance by each of the Participating Towns in the manner hereinabove provided

and insert the following sections IV through XIV:

Section IV – Powers of the Committee

The Committee shall possess all of the powers conferred by law upon regional school committees via G.L. chapter 71, section 16 and otherwise, including but not limited to the power to acquire property and/or to enter into leases for land and/or buildings.

Section V- Development of the District's Budget

The Committee shall annually determine the District's budget consistent with the timelines, terms, and requirements of G.L. chapter 71, section 16B, and consistent with regulations promulgated by the Department of Elementary and Secondary Education. The Committee will hold a public hearing on its budget consistent with G.L. chapter 71, section 38N. The apportionment of the costs appearing in said budget will be calculated consistent with Section VI of this Agreement.

Section VI – Apportionment of Costs Incurred By the District

A. Classification of Costs

For the purpose of apportioning costs assessed by the District against the member towns, costs shall be divided into three categories: operating costs, capital costs and transportation costs.

B. Operating Costs

Operating costs shall include all costs not included in capital or transportation costs. as defined in subsections VI,C and D below. Without limiting the generality of the preceding sentence, the following shall be classified as operating costs: salaries, wages, supplies, textbooks, ordinary repairs and maintenance, interest on temporary notes issued by the District in anticipation of revenue, and other

costs incurred in the day to day operation of District schools.

1. Assessment of Operating Costs

For each fiscal year, the assessment of operating costs for each member town will be the sum of the following: (a) the member's required local contribution to the District as determined by the Commissioner and (b) the member's share of that portion of the District's spending that exceeds the total of the required local contributions for all members. A member's share of (b) will be calculated on the basis of "foundation enrollment" as defined in G.L. Chapter 70 section 2.

C. Capital Costs

Capital costs may include capital outlay appearing in the 7000 DESE function codes. Capital costs will also include principal and interest debt service as well as new construction. Instructional capital expenditures which qualify under net school spending are not included under capital costs and instead are included as an operating cost.

1. Assessment of Capital Costs

During the development of each fiscal year's budget, the total capital costs, including principal and interest debt service payments, for the year in question will be identified. Each member town will then be assessed a percentage of that total capital cost based upon "foundation enrollment" as defined in G.L. Chapter 70, Section 2.

D. Transportation Costs

The District shall furnish transportation to and from the Regional schools for students of each member town.

1. Each fiscal year, transportation assessments will be calculated for each member town based on its projected cost for grades 7-12 school transportation, less the member town's share of projected Regional Transportation Reimbursement (in accordance with MGL Chap 71, sections 7a, 7b and 16c).
2. The member town transportation cost will be determined by contractor rates for those towns contracting out for transportation services and by projected salaries and other associated expenditures for those towns operating an internal fleet. (In the latter case, the District will contract with the local town to provide transportation.)
3. Each member town's percent share of the annual regional transportation reimbursement from the state will be whatever that town's percentage of the total projected transportation costs for the year is.

E. Tuition Pupils

Pupils residing outside the Regional School District may attend the Regional School at the discretion of, and on a tuition basis determined by the Regional District School Committee, in accordance with law. However, if a non-participating town wishes to send to the Regional District School a majority of its pupils enrolled in grades 7 through 12, it must do so as a participating member of the Regional School District as provided in Section XI of this Agreement.

Section VII – Time and Manner of Payment of Operating, Transportation and Capital Costs

Payments shall be made by the Towns to the Regional District School Committee

in six (6) equal payments on the 15th of July, September, November, January, March, and May.

Section VIII – Incurring of Debt

The District School Committee may vote to incur debt consistent with the terms and conditions of G.L. chapter 71, section 16. At the time of taking action to incur debt, and except for the incurring of temporary debt in anticipation of revenue, the District School Committee by majority vote will choose either the process that appears in subsection (d) of chapter 71, section 16, or the process that appears in subsection (n) of chapter 71, section 16.

Section IX - Annual Report

The Committee shall submit an annual report to each of the member towns consistent with G.L. chapter 71, section 16 (k).

Section X– Withdrawal of Member Towns

In the event that a member town decides to seek to withdraw from the District, the following procedures and requirements will apply:

A. Vote Expressing Desire to Withdraw

Any member town seeking to withdraw from the District shall, by vote at an annual or special town meeting, request the Committee to formulate an amendment to this Agreement setting forth the terms under which the town may withdraw from the District. No withdrawal will take effect on other than July 1 of a given year, and the vote spoken of in the preceding sentence, as well as the notification to the District consistent with paragraph B below, as well as the submittal of a long range education plan consistent with paragraph C below, must all occur no less than two (2) years prior to the desired date of withdrawal.

B. Notice

The clerk of the town seeking to withdraw shall, within seven (7) days of the vote, notify the Committee chairperson as well as the District’s superintendent in writing that the town has voted to request the Committee to formulate an amendment to the Agreement setting forth the terms for withdrawal. The clerk will provide a certified copy of the vote with the notification.

C. Long Range Education Plan

No less than two (2) full years prior to the desired date of withdrawal, the town seeking to withdraw, in addition to the other requirements spoken to in paragraph A above, will submit to the Commissioner of Elementary and Secondary Education (hereinafter “the Commissioner”) and to the District a “Long Range Education Plan” consistent with 603 CMR 41.02(2).

D. Requirements

In addition to other terms and requirements which the Committee may include in the amendment, the town seeking to withdraw will be responsible for the following: (1) payment of all operating costs for which it is liable as a member of the District; (2) continuing payments beyond the time of withdrawal to the District for the town’s share of the indebtedness of the District which is outstanding at the time of such withdrawal, and for interest thereon, to the same

extent and in the same manner as though the town had not withdrawn from the District; (3) for the costs, including legal fees, that accrue to the District as a result of the withdrawal process; and (4) the withdrawing town will forfeit claims to any District assets.

E. Approval of Withdrawal

A request to withdraw shall become effective only if the amendment to the Agreement is approved by vote of two-thirds of the Committee, is approved by the Commissioner, and is approved by majority vote at an annual town meeting in the town seeking to withdraw and in each of the other member towns, and the withdrawal can become effective no less than one full year after the completion of these requirements.

Section XI – Admission of Additional Towns

Additional towns may apply for admittance to the District, although no admittance will occur on a date other than July 1 of a given year. Towns applying for admission must submit to the Committee a Long Range Education Plan consistent with the terms of Section X, subsection C of this Agreement. If the Committee so chooses, it may then vote to seek approval from the Commissioner of the proposed admittance of a new member consistent with the terms of 603 CMR 41.00. If the approval of the Commissioner is obtained, the Committee will then formulate an amendment to this Agreement, setting forth the terms upon which the new member will be admitted. Such terms will include, without being limited to, “buy-in” payments by the new town to reflect capital costs that have previously been incurred by the member towns, and will include an ongoing assessment for existing debt service. No admittance of a new town will occur unless the amendment to the Agreement is approved by vote of the Committee, is approved by the Commissioner, and is approved by majority vote at an annual town meeting in the town seeking admittance and in each of the other member towns, and no admittance of a new town will become effective any less than one full year after the completion of these requirements.

Section XII- Review of Agreement

At least every ten years, the Committee will undertake a review of the terms of this Agreement. The first review of this Agreement will occur no later than fiscal year 2026. Proposals for amendments to this Agreement will be processed consistent with Section XIII.

Section XIII – Amendments to Agreement

A. Limitation

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

the District represented by bonds or notes of the District then outstanding and of interest thereon. All amendments are subject to the approval of the Commissioner.

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 X), and except for a proposal for amendment providing for the admittance of a new member (which shall be acted on as provided in Section XI), may be initiated by a two-thirds vote of all members of the Committee or by a petition signed by 10 percent 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 are the signatures 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 signatures in the case of a proposal by petition). The selectmen of each member town shall include in the warrant for the next annual town meeting called for this and/or other purposes, an article which states the proposed amendment or the substance thereof. Such amendment shall take effect upon its acceptance by all of the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid.

Section XIV – Severability

Consistent with G.L. chapter 71, section 16I, if any provision of this Agreement is found to be invalid, the remainder of this Agreement shall not be affected thereby.

Or take any action in relation thereto. (Submitted: School Committee)

ARTICLE 20 To see if the Town will vote to amend the Town of Wales Bylaws, c.2 Town Meetings, § 2 to read “All matters concerning and relating to the election of officers and the determination of matters as are required by law to be elected or determined by ballot shall be considered at an adjournment of said meeting to take place on the fourth Wednesday in May” or take any action relative thereto. (Submitted: Town Clerk)

ARTICLE 21 To see if the Town will vote to accept M.G.L. c. 44 §53F3/4, which established a special revenue fund known as the PEG Access and Cable Related Fund, to reserve cable franchise fees and other cable-related revenues for appropriation to support PEG access services and oversight and renewal of the cable franchise agreement, the fund to begin operation for fiscal year 2017, which begins on July 1, 2016, or take any other action relative thereto. (Submitted: Board of Selectmen)

ARTICLE 22 To see if the Town will vote accept the provisions M.G.L. c. 59, §5K, authorizing the Board of Selectmen to establish a program entitled “Senior Tax Work Off Program” to allow persons over the age of 60 to volunteer to provide services to the Town in exchange for a reduction in the real property tax obligations of that person on the person’s tax

bills, in addition to any exemption or abatement to which that person is otherwise entitled, said program to limit the number of participants in the program to four (4) participants serving as drivers for the senior center van and the reduction in real property tax obligations shall not to exceed \$500.00 per year per driver and further that said program shall be available beginning in FY 2017, or take any other action relative thereto. (Submitted: Senior Center Director)

ARTICLE 23 To see if the Town will vote to officially change the current road, known as Stafford Road by Massachusetts Department of Transportation (MA DOT), from the south beginning at the Stafford, Connecticut state line to the north, ending at the Holland, Massachusetts town line, into two separate and distinct streets that shall be named and known as the following:

New City Road: Beginning from the south at the Stafford, Connecticut state line to the north, ending at the intersection of the southerly line of Union Road; as measured by the Town of Wales Road Commissioner on March 24, 2016 for a total distance of .65 miles.

Stafford/Holland Road: Beginning from the south at the intersection of the southerly line of Union Road to the north ending at the Holland, Massachusetts town line; as measured by the Town of Wales Road Commissioner on March 24, 2016 for a total distance of .98 miles.

Or take any other action relative thereto. (Submitted: Road Commissioner)

ARTICLE 24 To see if the Town will vote to accept as town ways both Old Hollow Road and Old County Road as Town roads as more fully set forth below:

Old Hollow Road: Beginning at the intersection of the southwest line of Hollow Road and the easterly Old Hollow Road and running thence northwesterly and northerly to the intersection of the southwest line of Hollow Road and the northeast line of Old Hollow Road, as measured by the Town of Wales Road Commissioner on March 24, 2016 for a total distance of 0.1 miles

Old County Road: beginning from the southeasterly line of Stafford/Holland Road (Stafford Road) where it intersects with Old County Road and running southerly and southeasterly along Old County Road to a point ending at a dead end to the east, as measured by the Town of Wales Road Commissioner on March 24, 2016 for a total distance of 0.58 miles.

Or take any other action relative thereto. (Submitted: Road Commissioner)

ARTICLE 25 To see if the Town will vote to officially accept the new measurements for both Old Stafford Road and Shaw Road.

Old Stafford Road: Formally one section of road measured as 0.1 miles beginning from the north at Stafford Road (Route 19), going south and ending at Stafford Road (Route 19), to be changed into two separate sections of road. Going from the south at Stafford Road (Route 19) to the north, ending at a dead end for a measurement of one hundred fifty eight (158) feet; and from the south at the intersection of Stafford Road (Route 19), Church Street and Old Stafford Road going north for a distance of one hundred (100) feet; as measured by the Town of Wales Road Commissioner on March 24, 2016,

intending not to include any part of Parcel A as shown on a plan dated January 29, 2015 entitled "Plan of Land in Wales, MA" prepared for Town of Wales, recorded in the Hampden County Registry of Deeds on March 22, 2016 in Book of Plans 375, Page 89.

Shaw Road: To include the recently paved section of the road. The previous measurement was 0.17 miles, and the current measured distance as measured from Mt. Hitchcock Road going north to the dead end is 0.36 miles; as measured by the Town of Wales Road Commissioner on March 24, 2016.

Or take any action relative thereto. (Submitted: Road Commissioner)

ARTICLE 26 To see if the town will vote to sell all or a portion of the municipal property located at 5 Main Street, Wales, Massachusetts, being the same property described in a Deed registered in Hampden County registry of Deed Book 20543 Page 291 and to transfer the care, custody, control and management of said 5 Main Street Property from the Board of Selectmen for municipal purposes to the Board of Selectmen for the purposes of conveyance, and further authorize the Board of Selectmen to convey all the Town's right, title and interest of said property on such terms and conditions, and for such consideration, as the Board of Selectmen deems in the best interest of the Town; or to take any other action in relation thereto. (Submitted by Petition)

ARTICLE 27 To see if the Town will vote to retain the property known as 5 Main Street for further study of the feasibility of developing the land, or any part of it, for town purposes, or to take any other action relative thereto. (Submitted by Petition)

ARTICLE 28 To see if the Town will vote to authorize the Board of Selectmen to raze the house on Town-owned land located at 5 Main St, on such terms and conditions as the Board of Selectmen shall determine to be appropriate, for the purposes of reducing operating expenses and for future development, and to raise and appropriate or transfer from available funds an amount not greater than \$31,000 for such purposes, and to authorize the Board of Selectmen to take such other action as may be necessary to effectuate the purpose of this vote, or take any other action relative thereto. (Submitted by Petition)

ARTICLE 29 To see if the Town will vote to authorize the Board of Selectmen to rehabilitate the building on the Town-owned land located at 5 Main St, on such terms and conditions as the Board of Selectmen shall determine to be appropriate, for the purpose of using the first floor and garage for town purposes, including to but not limited to, for town offices, and to raise and appropriate or transfer from available funds an amount not greater than \$50,000 for such purposes, and to authorize the Board of Selectmen to take such other action as may be necessary to effectuate the purpose of this vote, or to take any other action relative thereto. (Submitted by Petition)

ARTICLE 30 To see if the Town will vote to authorize the Board of Selectmen to subdivide a certain parcel of land, formerly owned by Henry Poulin, Parcel ID # 100.0/2210/000.5.0, and convey the rear portion of the subdivision, on terms and conditions agreeable to the Town and Selectmen, fee ownership of rear portion, to Andrew and Kerry Borque, as tenants in survivorship, after due compliance with Massachusetts General Laws, and to execute and deed or other instruments to effectuate said conveyance or take any other action in relation thereto. (Submitted by Petition)

ARTICLE 31 And you are further required to notify and warn the Inhabitants of Wales who are qualified to **VOTE** in Town Affairs, to meet at the Wales Senior Center at 85 Main Street, in said Wales, on **TUESDAY, the 31st day of May, 2016** at 12 o'clock in afternoon until 8:00 p.m. then and there to act on the remaining article:

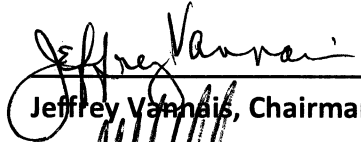
To give their vote on a ballot for the following officers:

- (1) Board of Select member for a three-year term (2019)
- (1) Town Clerk for a three-year term (2019)
- (1) Constable for a three-year term (2019)
- (1) Library Trustee for a three-year term (2019)
- (1) Board of Health member for a three-year term (2019)
- (1) Planning Board member for a three-year term (2019)
- (1) Planning Board member for a three-year term (2019)
- (1) Planning Board member for a one-year term (2017)
- (1) School Committee member for a three-year term (2019)
- (1) School Committee member for a three-year term (2019)
- (1) Board of Assessor member for a three-year term (2019)
- (1) Cemetery Commissioner for a three-year term (2019)

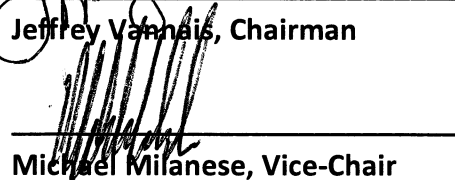
And you are hereby directed to serve this Warrant, by posting up attested copies thereof in at least three (3) conspicuous places in the Town.

Hereof, fail not, and make return of the warrant with your doings thereon to the Town Clerk, at the time and place of meeting, as aforesaid. Given under our hands this 19th day of April, Two Thousand and Sixteen.

WALES BOARD OF SELECTMEN



Jeffrey Vannais, Chairman



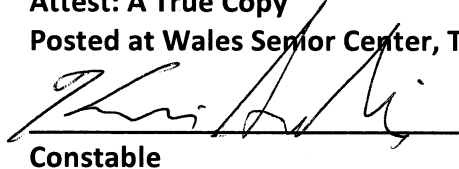
Michael Milanese, Vice-Chair



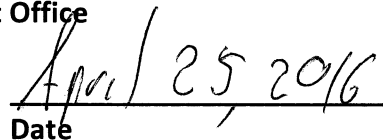
Ed Boyce, Clerk

**BACON WILSON, P.C.
TOWN COUNSEL**

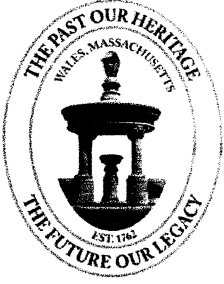
**Attest: A True Copy
Posted at Wales Senior Center, Town Office, Library, Post Office**



Constable



Date



TOWN OF WALES
3 Hollow Road
P.O. Box 834
Wales, MA 01081

**IMPORTANT! FY 2017 TOWN WARRANT
AND BUDGET INFORMATION ENCLOSED**