

**TOWN OF HEATH**  
**COMMONWEALTH OF MASSACHUSETTS**  
**Franklin, SS.**

To either of the Constables of the Town of Heath 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 for the purpose of electing officials, by ballot, **the polls will be opened at twelve o'clock in the afternoon and may be closed at seven o'clock in the evening at Community Hall, 1 West Main Street, Heath, on Friday, the eleventh day of May, 2018.**

TOWN OFFICIALS BALLOT

SELECTMAN	3 YEARS
ASSESSOR	3 YEARS
ASSESSOR	1 YEAR
TOWN CLERK	3 YEARS
PLANNING BOARD MEMBER	5 YEARS
FINANCE COMMITTEE MEMBER	3 YEARS
FINANCE COMMITTEE MEMBER	3 YEARS
FINANCE COMMITTEE MEMBER	3 YEARS
SCHOOL COMMITTEE MEMBER	3 YEARS
LIBRARY TRUSTEE	3 YEARS
CONSTABLE	2 YEARS
CONSTABLE	3 YEARS

And you are further directed to notify and warn the inhabitants qualified to vote in town affairs to meet for the purpose of Annual Town Meeting at the **Heath Elementary School, 18 Jacobs Road, Heath, on Saturday, the Twelfth day of May next, at 9:00 o'clock in the morning, then and there to act on the following articles:**

**Article 1:** To hear the reports of the Town Officers and to act thereon.

**Article 2:** To choose all necessary officers not elected by ballot for the ensuing year.

**Article 3:** To see if the Town will vote to raise and appropriate, or otherwise provide, a sum or sums in accordance with the proposed budget to defray the operating expenses of the Town for the fiscal year ending June 30, 2019, or take any action related thereto.

**Submitted by the Board of Selectmen**

*Recommended by the Finance Committee*

**Article 4:** To see if the Town will vote to raise and appropriate the sum of **\$814,984.00** for payment of the Mohawk Trail Regional School District Operating Assessment, or take any action related thereto.

**Recommended by the Board of Selectmen**

*Recommended by the Finance Committee*

**Article 5:** To see if the Town will vote to raise and appropriate the sum of **\$27,542.00** for payment of the Mohawk Trail Regional School District Capital Assessment, or take any other action related thereto.

**Recommended by the Board of Selectmen**

*Recommended by the Finance Committee*

**Article 6:** 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(E) – Vocational and Trade School Pupils:

Any pupil residing in a member town which is not a member of a vocational regional school district who is desirous of attending a trade or vocational school outside the District shall have all the privileges of attending such a school as are now or may be hereafter provided for by law. The cost of tuition for attending such a school and the cost of transportation, when necessary, shall be assessed by the District upon the town wherein the student resides, providing, however, that the District school does not offer the vocational courses.

and replacing said language with the following:

Any pupil residing in a member town which is not a member of a vocational regional school district who is desirous of attending a trade or vocational school outside the District shall have all the privileges of attending such a school as are now or may be hereafter provided for by law. Such towns shall be responsible for the education of such pupils at such out-of-district schools in accordance with the provisions of Chapter 74 of the General Laws and acts amendatory thereto. The cost of tuition for attending such schools shall be borne by the town wherein the pupil resides.

The Committee, acting on the behalf of these towns, shall furnish transportation services, as needed, for town pupils who attend a trade or vocational school outside the District, and the cost of transportation (when necessary) shall be assessed by the District upon the town wherein the pupil resides. The cost of transportation during a fiscal year shall be assessed to the towns in the same fiscal year at such times and in such manner as the Committee and the towns shall agree. The award of any contract for such transportation services shall be made by the Committee, subject to the advice and consent of the involved towns.

To facilitate these arrangements and promote cooperation between the towns and the Committee, an Advisory Committee shall be appointed each year following annual town elections and the annual reorganization of the Committee. Each town which is not a member of a vocational regional school district shall, by its board of selectmen, appoint one member and one alternate to the Advisory Committee. The Committee, by its chair, shall appoint one member and one or more alternates to the Advisory Committee. The Advisory Committee shall have five voting members, each member to have one vote.

, or take any action related thereto.

**Submitted by Mohawk Trail Regional School District School Committee**

**Article 7:** To see if the Town will vote to accept the following amendments to the Mohawk Trail Regional Agreement (note: the amendments below are to be effective July 1, 2018):

Strike the following language in Section I(A):

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.

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:

Pursuant to Chapter 371 of the Acts of 1993, the Committee shall accept for enrollment in the District Middle/High School, all pupils from the Town of Rowe in grades seven through twelve on a tuition basis and upon such terms as are set forth in the tuition agreement entered into by the Committee and the Rowe School Committee. Such pupils shall include all Rowe pupils who are entitled to attend the District Middle/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 (note: Rowe shall be financially responsible for resident pupils who choose to attend a vocational school). 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.

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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.

, or take any action related thereto.

**Submitted by Mohawk Trail Regional School District School Committee**

**Article 8:** To see if the Town will vote to accept the following amendments to the Mohawk Trail Regional Agreement:

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, currently located on Route 112 in Buckland, Massachusetts.

and replace said language with the following:

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

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Strike the following language in Section IV(D):

(1) Grades 7-12

Operating and capital costs, as defined above, associated with grades seven to twelve (7-12) inclusive of the District school or schools shall be deemed District costs and the member towns shall be assessed their respective net shares thereof in accordance with the provisions of this Agreement.

(2) Grades pre-K-6

(a) Costs associated with the operation of grades pre-Kindergarten to six, inclusive, of the District schools shall be deemed operating costs of the District and the member towns shall be assessed their respective net shares thereof in accordance with the provisions of this Agreement.

(b) All capital costs incurred by the Committee and associated with grades pre-Kindergarten to six, inclusive, of the District schools shall be deemed capital costs of the District and the member towns shall be assessed their respective net shares thereof in accordance with the provisions of section IV(E) of this Agreement.

(c) If any member town or towns should construct an elementary school, the respective member town or towns will assume responsibility for all capital costs.

and replace said language with the following:

(1) Middle/High School

Operating costs, as defined above, associated with grades seven to twelve (7-12) inclusive of the District school or schools shall be deemed District costs and the member towns, shall be assessed their respective net shares thereof in accordance with the provisions of this Agreement.

Capital costs, as defined above, associated with grades six to twelve (6-12) inclusive of the District school or schools shall be deemed District costs and the member towns, shall be assessed their respective net shares thereof in accordance with the provisions of this Agreement.

(2) Elementary Schools

(a) Costs associated with the operation of grades pre-Kindergarten to six, inclusive, of the District schools shall be deemed operating costs of the District and the pre-K-12 member towns shall be assessed their respective net shares thereof in accordance with the provisions of this Agreement.

(b) All capital costs incurred by the Committee and associated with grades pre-Kindergarten to five, inclusive, of the District schools shall be deemed capital costs of the District and the pre-K-12 member towns shall be assessed their respective net shares thereof in accordance with the provisions of section IV(E) of this Agreement.

(c) If any member town or towns should construct an elementary school, the respective member town or towns will assume responsibility for all capital costs.

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Strike the following language in Section IV(E):

**Apportionment of Capital Costs Grades pre-K-6**

(1) Ashfield, Plainfield

Capital costs incurred by the Committee and associated with grades pre-Kindergarten to six, inclusive, of the District school or schools serving pupils from the Towns of Ashfield and Plainfield shall be apportioned to the Towns of Ashfield and Plainfield as follows:

To Ashfield: A portion of the whole expressed as a percentage of the total to the nearest one-hundredth of one per-cent calculated as follows: By (1), computing the ratio which the population of the Town of Ashfield bears to the total of the population of the Towns of Ashfield and Plainfield, and by (2), computing the ratio which the sum of the enrollments of pupils at said school(s), resident in the Town of Ashfield, as determined by the census of pupils at said school(s) each October 1 for the five most recent years, bears to the sum of the enrollment of pupils at the Ashfield Plainfield district school(s), resident in the Towns of Ashfield and Plainfield, as determined by the census of pupils at said school(s) each October 1 for the five most recent years (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); and by summing both ratios ((1) + (2)), and dividing such sum by two.

To Plainfield: A portion of the whole expressed as a percentage of the total to the nearest one-hundredth of one per-cent calculated as follows: By (1), computing the ratio which the population of the Town of Plainfield bears to the total of the population of the Towns of Ashfield and Plainfield, and by (2), computing the ratio which the sum of the enrollments of pupils at the Ashfield Plainfield district school(s), resident in the Town of Plainfield, as determined by the census of pupils at said school(s) each October 1 for the five most recent years, bears to the sum of enrollment of pupils at the Ashfield and Plainfield district school(s), resident in the Towns of Ashfield and Plainfield, as determined by the census of pupils at said school(s) each October 1 for the five most recent years (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); and by summing both ratios ((1)+(2)), and dividing such sum by two.

(2) Buckland, Shelburne

Capital costs incurred by the committee and associated with grades pre-Kindergarten to six, inclusive, of the District school or schools serving the pupils from the Towns of Buckland and Shelburne shall be apportioned to the Towns of Buckland and Shelburne as follows:

To Buckland: A portion of the total of all principal and interest on bonds, notes or other obligations as issued by the Committee consistent with the above, expressed as a percentage of the total to the nearest one-hundredth of one per-cent calculated as follows: By (1), computing ratio which the sum of the enrollments of pupils at the Buckland Shelburne Elementary School, resident in the Town of Buckland, as determined by the census of pupils at said district school each October 1 for the five most recent years, bears to the sum of enrollments of pupils at the said district school, resident in the Towns of Buckland and Shelburne, as determined by the census of pupils each October 1 for the five most recent years (note: pre-K enrollment will be included in the calculation beginning in FY18 and will include the data from October 1, 2015 and October 1, 2016); and by (2) expressing such ratio as a percentage.

To Shelburne: A portion of the total of all principal and interest on bonds, notes or other obligations as issued by the Committee consistent with the above, expressed as a percentage of the total to the nearest one-hundredth of one per-cent calculated as follows: By (1), computing the ratio which the sum of the enrollments of pupils at the Buckland Shelburne Elementary School, resident in the Town of Shelburne, as determined by the census of pupils at said district school each October 1 for the five most recent years, bears to the sum of enrollments of pupils at said district school, resident in the Towns of Buckland and Shelburne, as determined by the census of pupils each October 1 for the

five most recent years (note: pre-K enrollment will be included in the calculation beginning in FY18 and will include the data from October 1, 2015 and October 1, 2016); and by (2) expressing such ratio as a percentage.

and replace said language with the following:

### **Apportionment of Capital Costs Grades pre-K-5**

#### **(1) Ashfield, Plainfield**

Capital costs incurred by the Committee and associated with grades pre-Kindergarten to five, inclusive, of the District school or schools serving pupils from the Towns of Ashfield and Plainfield shall be apportioned to the Towns of Ashfield and Plainfield as follows:

To Ashfield: A portion of the whole expressed as a percentage of the total to the nearest one-hundredth of one per-cent calculated as follows: By (1), computing the ratio which the population of the Town of Ashfield bears to the total of the population of the Towns of Ashfield and Plainfield, and by (2), computing the ratio which the sum of the enrollments of pupils at said school(s), resident in the Town of Ashfield, as determined by the census of pupils at said school(s) each October 1 for the five most recent years, bears to the sum of the enrollment of pupils at the Ashfield Plainfield district school(s), resident in the Towns of Ashfield and Plainfield, as determined by the census of pupils at said school(s) each October 1 for the five most recent years (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); and by summing both ratios ((1) + (2)), and dividing such sum by two.

To Plainfield: A portion of the whole expressed as a percentage of the total to the nearest one-hundredth of one per-cent calculated as follows: By (1), computing the ratio which the population of the Town of Plainfield bears to the total of the population of the Towns of Ashfield and Plainfield, and by (2), computing the ratio which the sum of the enrollments of pupils at the Ashfield Plainfield district school(s), resident in the Town of Plainfield, as determined by the census of pupils at said school(s) each October 1 for the five most recent years, bears to the sum of enrollment of pupils at the Ashfield and Plainfield district school(s), resident in the Towns of Ashfield and Plainfield, as determined by the census of pupils at said school(s) each October 1 for the five most recent years (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); and by summing both ratios ((1)+(2)), and dividing such sum by two.

#### **(2) Buckland, Shelburne**

Capital costs incurred by the committee and associated with grades pre-Kindergarten to five, inclusive, of the District school or schools serving the pupils from the Towns of Buckland and Shelburne shall be apportioned to the Towns of Buckland and Shelburne as follows:

To Buckland: A portion of the total of all principal and interest on bonds, notes or other obligations as issued by the Committee consistent with the above, expressed as a percentage of the total to the nearest one-hundredth of one per-cent calculated as follows: By (1), computing ratio which the sum of the enrollments of pupils at the Buckland Shelburne Elementary School, resident in the Town of Buckland, as determined by the census of pupils at said district school each October 1 for the five most recent years, bears to the sum of enrollments of pupils at the said district school, resident in the Towns of Buckland and Shelburne, as determined by the census of pupils each October 1 for the five most recent years (note: pre-K enrollment will be included in the calculation beginning in FY18 and will include the data from October 1, 2015 and October 1, 2016); and by (2) expressing such ratio as a percentage.

To Shelburne: A portion of the total of all principal and interest on bonds, notes or other obligations as issued by the Committee consistent with the above, expressed as a percentage of the total to the nearest one-hundredth of one per-cent calculated as follows:

By (1), computing the ratio which the sum of the enrollments of pupils at the Buckland Shelburne Elementary School, resident in the Town of Shelburne, as determined by the census of pupils at said district school each October 1 for the five most recent years, bears to the sum of enrollments of pupils at said district school, resident in the Towns of Buckland and Shelburne, as determined by the census of pupils each October 1 for the five most recent years (note: pre-K enrollment will be included in the calculation beginning in FY18 and will include the data from October 1, 2015 and October 1, 2016); and by (2) expressing such ratio as a percentage.

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Strike the following language in Section IV(F):

**(F) Apportionment of Capital Costs Grades 7-12**

and replace said language with the following:

**(F) Apportionment of Capital Costs Grades 6-12**

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Strike the following language in Section IV(J):

The District School Committee shall not interfere with a town's or Local Education Council's use of trust funds or other special funds, including separate town meeting articles, intended for the enhancement of the educational opportunities for that town's pupils at the pre-K-6 grades only. The operations budget shall not be reduced by the receipt of such funds.

and replace said language with the following:

The District School Committee shall not interfere with a town's or Local Education Council's use of trust funds or other special funds, including separate town meeting articles, intended for the enhancement of the educational opportunities for that town's pupils at the pre-K-5 grades only. The operations budget shall not be reduced by the receipt of such funds.

, or take any action related thereto.

**Submitted by Mohawk Trail Regional School District School Committee**

**Article 9:** To see if the Town will vote to raise and appropriate the sum of **\$157,431.00** for payment of the Franklin County Technical School Operating Assessment, or take any action related thereto.

**Recommended by the Board of Selectmen**  
*Recommended by the Finance Committee*

**Article 10:** To see if the Town will vote to raise and appropriate the sum of **\$2,278.35** for payment of the Franklin County Technical School Capital Assessment, or take any other action related thereto.

**Recommended by the Board of Selectmen**  
*Recommended by the Finance Committee*

**Article 11:** To see if the Town will vote to transfer during FY18 the sum of **\$700.68** from the Revolving Fund for Animal Control Officer for the use of the Heath Free Public Library, or take any action related thereto.

**Submitted by the Board of Selectmen**  
*Recommended by Finance Committee*

**Article 12:** To see if the Town will vote to authorize all Town departments, boards, and committees to apply for any new state or federal grants with prior permission from the Board of Selectmen, and to authorize the Board of Selectmen to accept such grant awards providing no matching funds or other costs are required by the Town, or take any action related thereto.

**Submitted by the Board of Selectmen**  
*Recommended by Finance Committee*



**Article 13:** To see if the Town will vote to accept a sum of money under the provisions of M.G.L. c. 90 to be expended for roadway improvements and to authorize the Board of Selectmen to enter into a contract with Massachusetts Highway Department for such purposes, or take any action related thereto.

**Submitted by the Board of Selectmen**  
*Recommended by Finance Committee*

**Article 14:** To see if the Town will vote to transfer from Free Cash, the sum of **\$30,000.00** to be deposited in the Large Equipment/Vehicle Replacement Stabilization account, or take any action related thereto.

**Submitted by the Board of Selectmen**  
*Recommended by the Finance Committee*  
**Two-thirds majority vote required for passage**

**Article 15:** To see if the Town will vote to transfer **\$5,000.00** from Assessors Stabilization account to the Assessors Expense account; or take any other action related thereto.

**Submitted by Board of Assessors**  
**Recommended by Board of Selectmen**  
*Recommended by Finance Committee*  
**Two-thirds majority vote required for passage**

**Article 16:** To see if the Town will vote to transfer **\$30,000.00** from Free Cash to reduce taxes in Fiscal Year 2019, or take any action related thereto.

**Submitted by the Board of Selectmen**  
*Recommended by Finance Committee*

**Article 17:** To see if the Town will vote to transfer \$10,630.00 (principal) and \$ 1,435.05 (interest) for a total of **\$12,065.05** from Free Cash to pay in FY19 what is owed for Three-town Liability Waiver loan, or take any action related thereto.

**Submitted by the Board of Selectmen**  
*Recommended by Finance Committee*

**Article 18:** To see if the Town will vote to transfer \$5,500.00 (principal) and \$ 1,104.40 (interest) for a total of **\$6,604.40** from Free Cash to pay what is owed for Safety Complex Land Purchase loan in FY19, or take any action related thereto.

**Submitted by the Board of Selectmen**  
*Recommended by Finance Committee*

**Article 19:** To see if the Town will vote to transfer \$7,161.00 (principal) and \$ 206.24 (interest) for a total of **\$7,367.24** from Free Cash to pay what is owed for 2015 Police Cruiser loan in FY19, or take any action related thereto.

**Submitted by the Board of Selectmen**  
*Recommended by Finance Committee*

**Article 20:** To see if the Town will vote to transfer from Free Cash, the sum of \$34,000.00 (principal) plus \$3,400.00 (interest) for a total of **\$37,400.00**, to be deposited into the Tropical Storm Irene Principal account, or take any action related thereto.

**Submitted by the Board of Selectmen**  
*Recommended by the Finance Committee*

**Article 21:** To see if the Town will vote pursuant to the provisions of G.L. c.44, §53E½, as most recently amended, to establish a new revolving fund, to be known as the Treasurer Tax Taking Revolving Fund; and further, to amend the Heath General Bylaws, Section 7, 7.3 Revolving Funds by inserting a new row at the end of the Table of authorized revolving funds as follows:

<b>REVOLVING FUND PROGRAM OR PURPOSE</b>	<b>DEPARTMENT RECEIPTS TO BE CREDITED TO FUND</b>	<b>REPRESENTATIVE OR BOARD ENTITY AUTHORIZED TO SPEND</b>
<i>Treasurer Tax Taking Revolving Fund costs associated with tax taking</i>	Payments related to tax taking properties	Treasurer, or BOS

, or take any action related thereto.

*Submitted by the Board of Selectmen*

*Recommended by the Finance Committee*

**Article 22:** To see if the Town will vote pursuant to the provisions of G.L. c. 44, §53E ½, as most recently amended, to establish FY19 spending limits as set forth below for the revolving funds established in Section 7, 7.3 of the General Bylaw entitled, “Revolving Funds”, with such limits to be applicable from fiscal year to fiscal year until revised by Town Meeting prior to July 1 for the ensuing fiscal year:

Authorized Revolving Funds	Fiscal Year Expenditure Limit
<i>Hearings Revolving Fund</i>	\$ 1,000
<i>Animal Control Revolving Fund</i>	\$ 2,000
<i>Board of Health Revolving Fund</i>	\$ 5,000
<i>Council on Aging Meals Revolving Fund</i>	\$ 3,000
<i>Board of Health Vaccine Program Revolving Fund</i>	\$ 3,000
<i>Recycling Program Revolving Fund</i>	\$10,000
<i>Senior Center Revolving Fund</i>	\$ 1,000
<i>Treasurer Tax Taking Revolving Fund</i>	\$15,000

, or take any action related thereto.

*Submitted by the Board of Selectmen*

*Recommended by the Finance Committee*

**Article 23:** To see if the Town will vote to transfer from Free Cash, the sum of **\$15,000.00**, to be deposited into the Treasurer Tax Taking Revolving account, or take any action related thereto.

*Submitted by the Board of Selectmen*

*Recommended by the Finance Committee*

**Article 24:** To see if the Town will vote to amend the Town of Heath General Bylaws by adding Chapter 12, entitled “Stretch Energy Code” for the purpose of regulating the design and construction of buildings for the effective use of energy, pursuant to Appendix 115.AA of the Massachusetts Building Code, 780 CMR, the Stretch Energy Code, including future editions, amendments or modifications thereto, with an effective date of July 1, 2018; a copy of which is on file with the Town Clerk, or take any other action related thereto.

**Submitted by the Board of Selectmen**

*Not within the purview of the Finance Committee*

**Article 25:** To see if the Town will vote to amend its existing Protective Zoning Bylaws Section 4, so that the section(s) shall read as follows, with the strike-through text deleted and the **bold** text inserted:

SECTION 4 USE REGULATIONS– INDUSTRIAL USES (p12)

Small-Scale Ground-Mounted Solar Electric Generating Installations of ~~10kW or less~~ **up to 25 kW**.

1\*,3\*, **4\*** A-~~SP~~SPR, B-~~SP~~SPR, C-SP, D-~~SP~~SPR

~~Small-Scale Ground-Mounted Solar Electric Generating Installations greater than 10kW up to 25 kW or less. 1\*,3\* A-SP, B-SP, C-SP, D-SP~~

Large-Scale Ground-Mounted Solar Electric Generating Installations greater than 25 kW. ~~up to 1 MW~~ 1\*, 2\*, **\*4** (see Section 6.7)

3. Small-Scale Ground- Mounted systems of 25 kW or less shall be ~~15~~ **25** feet in height or less.

**4. All references to power output in this bylaw are Alternating Current (AC).**

, or take any action related thereto.

**Submitted by the Planning Board**

*Recommended by the Board of Selectmen*

*Not within the purview of the Finance Committee*

**Two-thirds majority vote required for passage**

**Article 26:** To see if the Town will vote to amend its existing Protective Zoning Bylaws Section 6, so that the section(s) shall read as follows, with the strike-through text deleted and the **bold** text inserted:

SECTION 6 SPECIAL PERMITS AND SITE PLAN REVIEW

Section 6.2.2.E for Small-Scale Ground-Mounted Solar Electric Generating Installations up to ~~10 kW~~ **25 kW** or less in Zoning Districts A,B, and D.

6.8.2.D Large-Scale Ground-Mounted Solar Electric Generating Installations ~~greater than 1 MW~~ or covering more than six acres are not allowed anywhere in Town.

6.8.9 C. The height of any structure associated with a Large-Scale Ground-Mounted Solar Electric Generating Installation shall not exceed ~~15~~ **25** feet.

, or take any action related thereto.

**Submitted by the Planning Board**

*Recommended by the Board of Selectmen*

*Not within the purview of the Finance Committee*

**Two-thirds majority vote required for passage**

**Article 27:** To see if there is any other business for discussion to come before the Town Meeting, or take any action related thereto.

**Submitted by the Board of Selectmen**

And you are directed to serve this Warrant by posting copies thereof at **Sawyer Hall** and **Heath Transfer Station Kiosk** in said Town, seven days at least before the time of holding said meeting. Hereof fail not, and make due return of this Warrant, with your doing thereon, to the Town Clerk, at the time and place of meeting as aforesaid. Given under our hands this the 24th day of **April** in the year of our Lord **Two thousand eighteen**.

\_\_\_\_\_  
Sheila M. Litchfield

\_\_\_\_\_  
Brian DeVriese

\_\_\_\_\_  
Robyn Provost-Carlson

*Selectmen of Heath*

**A true copy: Attest:**

\_\_\_\_\_  
*Constable, Franklin SS*                      *Date Posted*

Franklin, SS.

Pursuant to the within Warrant, I have notified and warned the inhabitants of the **Town of Heath** by posting up attested copies of the same at **Sawyer Hall** and **Heath Transfer Station Kiosk** seven days before the date of the meeting, as within directed.

\_\_\_\_\_  
*Constable of Heath*

\_\_\_\_\_  
Date