

TOWN OF PLAINFIELD  
ANNUAL TOWN MEETING WARRANT

Hampshire, ss:

To either of the Constables of the Town of Plainfield,

Greetings:

In the name of the Commonwealth of Massachusetts you are required to notify and warn the inhabitants of the Town of Plainfield qualified to vote in Town affairs to assemble at the Dennis A. Thatcher Public Safety Complex, 38 North Central Street, on Saturday, May 7, 2022 at 1:00 p.m., then and there to act on the following articles, to wit:

**Article 1.** To vote by official ballot for all Town Officers, Committees, Trustees, etc., and to fix compensation for the same.

**Article 2.** To see if the Town will vote to raise and appropriate or otherwise provide such amounts of money as are reasonable and necessary to defray the expenses of the town for the fiscal year beginning July 1, 2022, or take any other action relative thereto.

**Article 3.** To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to operate the broadband enterprise: Salaries/Stipends \$10,000.00, Expenses: \$319,778.00 Extra/Unforeseen: \$13,000.00, and that the amount of \$342,778.00 be raised as follows: \$342,778.00 from Broadband Departmental Receipts, or take any action relative thereto.

*Inserted by the Select Board and MLP Manager Supported by the Finance Committee*

**Article 4.** 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) – Pupils Entitled to Attend Regional Elementary Schools:** 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 District. 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.

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, Heath, 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 and Heath residents to Colrain Central School; and Buckland and Shelburne residents to Buckland Shelburne

*Inserted by the MTRSD*

**Article 5.** To see if the Town will vote to amend the MOHAWK TRAIL REGIONAL SCHOOL DISTRICT – Regional DISTRICT AGREEMENT by striking the following language contained in **Section IV (E) – Apportionment of Capital Costs Grades pre-K-6:**

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

(4) Capital costs representing payments of principal and interest on bonds, notes or other obligations as issued by the Committee to finance expenses in the nature of capital outlay for the purpose of construction at the site of, or reconstruction to, the Colrain Central School or upon any premises as may be leased to the Mohawk Trail Regional School District by the Town of Colrain, shall be borne by the Town of Colrain.

(5) Nothing in this section shall be construed to prevent the member towns from amending any this Agreement and modifying and/or altering the above designated schedules of apportionment of capital costs in the event subsequent school construction or reconstruction results in a change of grade level or town assignments to the District schools.

And **replacing** said language with the following:

(3) Colrain, Heath

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

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

To Heath: A portion of the total of all principal and interest on bonds, notes or other obligations as issued by the Committee on or after July 1, 2022 consistent with the above, expressed as a percentage of the total to the nearest

one-hundredth of one percent calculated as follows: By (1), computing ratio which the sum of the enrollments of pupils at the Colrain Central School, resident in the Town of Heath, as determined by the census of pupils at said district school each October 1 for the five most recent years, bears to the sum of enrollments of pupils at the said district school, resident in the Towns of Colrain and Heath, as determined by the census of pupils each October 1 for the five most recent years (note: pre-K enrollment will be included in the calculation); and by (2) expressing such ratio as a percentage. Until five years of data becomes available, the most recent years of data shall be used to determine said ratio.

(4) The Heath Elementary School Building was returned to the Town of Heath on July 1, 2017, and the Lease between the parties terminated as of said date. In exchange for termination of the lease, the District paid to the Town of Heath a total sum of \$240,000.00. Any outstanding debt payments associated with the Heath Elementary School shall remain the responsibility of the Town of Heath, and the Town of Heath shall continue to be assessed for said debt in accordance with the terms of this Agreement.

(5) Capital costs representing payments of principal and interest on bonds, notes or other obligations as issued by the Committee to finance expenses in the nature of capital outlay for the purpose of construction at the site of, or reconstruction to, the Colrain Central School or upon any premises as may be leased to the Mohawk Trail Regional School District by the Town of Colrain, shall be borne by the Towns of Colrain and Heath, as provided in Section E. (3), above.

(6) Noting in this section shall be construed to prevent the member towns from amending this Agreement and modifying and/or altering the above designated schedules of apportionment of capital costs in the event subsequent school construction or apportionment results in a change of grade level or town assignments to the District schools.

*Inserted by the MTRSD*

**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 XV Effective Date:**

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

And **replacing** said language with the following:

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

*Inserted by the MTRSD*

**Article 7.** To see if the town will vote to allow the Mohawk Trail Regional School District to borrow a sum of money, not to exceed \$278,400, for work at the Colrain Central School in Colrain, Massachusetts, to include rebuilding or resurfacing of parking lots and certain walkways, and brick masonry repairs and repointing, and including costs incidental thereto, which purpose of the projects will materially extend the useful life of the school and preserve the asset capable of supporting the required educational program. Said sum is to be expended under the approval of the School Committee's Building Subcommittee, and to meet said appropriation, the District Treasurer, with the approval of the Chair, is authorized to borrow said sum under MGL Ch. 44 or any other enabling authority, or take any action relative thereto.

**Article 8.** To see if the Town will vote to establish a Fire Truck Stabilization Fund under the provisions of M.G. L. Chapter 40, Sec. 5B for the purpose of funding the purchase of a fire truck, or take any action relative thereto.

*Inserted by the Fire Department*

*Supported by the Finance Committee*

**Requires a 2/3 vote**

**Article 9.** To see if the Town will vote to transfer the amount of \$50,000.00 from Free Cash to the Fire Truck Stabilization Fund, or take any action relative thereto.

*Inserted by the Fire Department*

*Supported by the Finance Committee*

**Article 10.** To see if the Town will vote to transfer the amount of \$13,700.00 from the Free Cash for the purchase of a lawnmower to take effect in FY22, or take any action relative thereto.

*Inserted by the Buildings Committee*

*Supported by the Finance Committee*



**Article 17.** To see if the Town will vote to authorize the Select Board to borrow up to \$75,000.00 for up to five years for a new pick-up truck approximately GVW 10,000 lbs. capable of plowing, towing, and any other task necessary for the Highway Department, or take any action relative thereto.

*Submitted by the Highway Department Supported by the Finance Committee*  
**Requires a 2/3 vote**

**Article 18.** To see if the Town will vote to transfer the amount of \$107,386.86 from the Broadband retained Earnings Account to the Broadband Stabilization Fund, or take any action relative thereto.

*Inserted by the Town Accountant and MLP Manager*

**Article 19.** To see if the Town will authorize the Assessors to apply \$80,000.00 from Free Cash to reduce the Fiscal 2023 tax rate, or take any other action relative thereto.

*Inserted by the Town Accountant Recommended by the Finance Committee*

**Article 20.** To see if the Town will vote to transfer the amount of \$46,657.00 from Free Cash to the Stabilization Fund, or take any action relative thereto.

*Inserted by the Town Accountant Recommended by the Finance Committee and the Select Board*

**Article 21.** To see if the Town will vote to transfer the amount of \$351.50 from Library Sales and Fines to the Library, or take any action relative thereto.

*Inserted by the Town Accountant*

**Article 22.** To see if the Town will vote to establish a Broadband Board under the authority of Massachusetts General Laws Chapter 41 Section 1 and with the powers of a Municipal Light Board under Chapter 164, to amend the Bylaws for the Town of Plainfield by adding the following bylaw, and to instruct the Town Clerk to assign a number to this bylaw and to renumber this and other bylaw articles as may be necessary, or take any action relative thereto. (see handout for complete text)

*Inserted by the MLP Manager*

**Requires a 2/3 vote**

**Article 23.** To see if the Town will vote to amend the Bylaws for the Town of Plainfield by adding the Plainfield Wetlands Protection Bylaw (see handout for complete text), or take any action relative thereto.

*Inserted by the Conservation Commission*

**Requires a 2/3 vote**

**Article 24.** To see if the Town will authorize the Select Board to apply, accept, and expend for specific purposes provided by any Federal or State Grants or Programs which may be awarded to the Town.

*Inserted by the Select Board*

**Article 25.** To see if the Town will vote to accept as available funds any and all monies from the Executive Office of Transportation for Fiscal 2023.

*Inserted by the Select Board*

**Article 26.** To see if the Town will choose or create, as appropriate, any other Town Committees, Boards, Commissions, Trustees, Offices, etc., and to fix compensation for the same, or take any other action relative thereto.

*Inserted by the Select Board*

**Article 27.** To see if the Town will vote to authorize the Select Board to retain legal counsel for the town, or take any other action relative thereto.

*Inserted by the Select Board*

**Article 28.** To see if the Town will vote to leave the care, maintenance and repair of the Town Hall, Shaw Memorial Library, Hallock Memorial School Building, Hathaway Hall, Firehouse, Town Garage, Police Station, Public Safety Building, and surrounding areas, in the charge of the Buildings Committee, or take any other action relative thereto.

*Inserted by the Buildings Committee*

**Article 29.** To see if the Town will vote to leave the care, operation, maintenance, and repair of the Broadband municipal light plant telecommunications system,

including buildings or other structures and the land surrounding them and any extensions or expansions of said system or plant, in the charge of the Select Board, in accordance with the provisions of Chapter 164 of the Massachusetts General Laws, or take any action relative thereto.

*Inserted by the Select Board and the MLP Manager*

**Article 30.** To see if the Town will vote to leave the care, maintenance and repair of the cemeteries in the charge of the Cemetery Committee, or take any other action relative thereto.

*Inserted by the Cemetery Committee*

**Article 31.** To see if the Town will vote to leave the care, maintenance and repair of the highways, public ways, including the alteration and widening thereof, railings and bridges in the charge of the Select Board, or take any other action relative thereto.

*Inserted by the Select Board*

**Article 32.** To see if the Town will vote to accept the reports of the Town Officers, Boards, Committees, Trustees, etc. as printed in the Town Report.

**Article 33.** To see if the Town will vote to transact any other business that may legally come before this meeting.

You are directed to serve this Warrant by posting two attested copies thereof, one at the Town Hall and one at the Town Offices seven days at least before the time of holding said meeting.

Hereof, fail not and make due return of this Warrant, with your doings thereon, to the Town Clerk at or before the time of holding said meeting.

Given under our hands on this, the 26<sup>th</sup> day of April in the year Twenty  
Twenty-two.

Plainfield Board of Selectmen

Hilary Weeks

Rebecca Coletta

Patrick Williamson

#### CERTIFICATE OF SERVICE

Pursuant to within Warrant, to me directed, I have notified the qualified voters of the Town of Plainfield to meet at the time and for the purpose therein mentioned by posting four copies of said Warrant, one at the Town Hall, one at the Post Office, one at the Town Offices and one at the Recycling Station on this \_\_\_\_\_ day of April 2022.

Constable