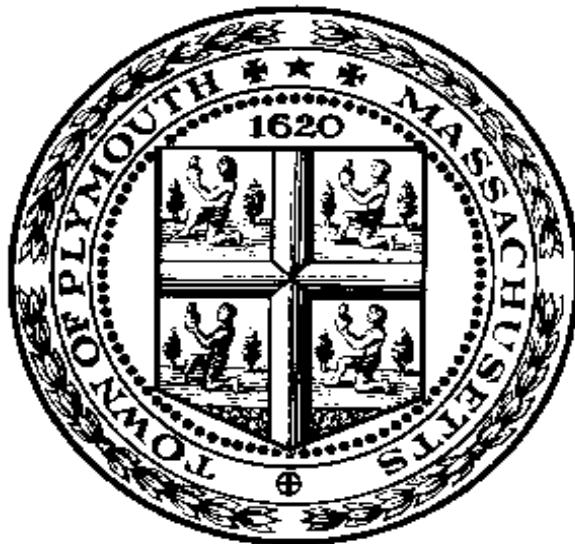


TOWN OF PLYMOUTH

MOTIONS AS VOTED



Presented at the
FALL
TOWN MEETING
OCTOBER 21, 2023

**FALL TOWN MEETING
MOTIONS AS VOTED
October 21, 2023**

Waiving of Constable's Return of Service & Waiving of Reading of Warrant if no objections

Mr. Nearman moved that all sessions of this Fall Town Meeting be commenced and conducted as a remote hybrid representative Town Meeting by means of the Zoom Webinar and OTI virtual voting platforms.

Quantum of Vote: Majority / Roll Call
Town Meeting Vote: Carried, 125-8-1

Mr. Nearman moved the adjourned session of this Fall Town Meeting be held on Monday, October 23, 2022, at 6:00 PM.

Quantum of Vote: Majority / Roll Call
Town Meeting Vote: Carried, 128-3-4

Motion to Change the Order of Article 5 to precede Article 2A:
George McKay, Precinct 8 moved to have Article 5 precede Article 2A.

Quantum of Vote: 2/3rds / Roll Call
Town Meeting Vote: Carried, 124-13-2

MOTION ARTICLE 1: Withdrawn

If motion to change the order passes, otherwise continue to Article 2A

MOTION ARTICLE 5: Amend Bylaw Ch 137 Blight/Nuisance

Mr. Nearman moved that the Town vote to amend the Town's General Bylaws, Chapter 137, Blight/Nuisances on Property as written in the Fall 2023 Annual Town Meeting Warrant.

Motion 1 to Amend:

George McKay, Precinct 8, moved to amend Article 5 to strike "municipal property" from the last sentence.

Quantum of Vote: Majority / Roll Call
Town Meeting Vote: Carried, 101-30-5

Motion 2 to Amend:

John Hammond, Precinct 18, moved to amend Article 5 to insert below Section 137-3(a) Overgrowth, the following: "This section does not apply to any vegetation growth associated with agricultural use or the promotion of biodiversity."

Quantum of Vote: Majority / Roll Call
Town Meeting Vote: Carried, 121-15-2

Motion 3 to Amend: WITHDRAWN

Main Motion: As Originally Moved
 As Amended by Motion 1 only
 As Amended by Motion 2 only
 As Amended by both Motion 1 & Motion 2

Quantum of Vote: Majority / Roll Call
Town Meeting Vote: Failed 24-114-1

Motions Article 2A: Supplemental Budget – General Fund

Motion Sub-Committee Report A

Mr. Nearman moved that the Town vote to amend the votes taken under Article 7A Sub-Committee Report A by increasing the original appropriation by \$202,686 (Items 1-16), for the purposes as listed in the Articles 2A & 2B FY24 Budget Amendments report attached to these motions; and further to increase by \$202,686 the amount raised from the 2024 Tax Levy.

If Article 5 Fails:

Motion to Amend:

George McKay, Precinct 8, moved to amend Article 2A Sub-Committee A, by decreasing Line 14, Department of Inspectional Services, All Other Expenses by the sum of \$125,000.

Quantum of Vote: **Majority / Roll Call**
Town Meeting Vote: **Carried, 123-13-3**

Motion Sub-Committee Report A: As Originally Moved \$202,686 As Amended \$77,686

Motion to Amend:

Alan Costello, Precinct 10, moved to decrease Article 2A Sub-Committee A, Town Manager, Personal Services Line #3 Salaries - COPC Support, \$25,000.

Quantum of Vote: **Majority / Roll Call**
Town Meeting Vote: **Failed, 65-73-2**

Main Motion Sub-Committee Report A: As 1st Amended \$77,686 As further Amended \$52,686.

Quantum of Vote: **Majority / Roll Call**
Town Meeting Vote: **Carried, 119-20-2**

Motion Sub-Committee Report B

Mr. Nearman moved that the Town vote to amend the votes taken under Article 7A Sub-Committee Report B by decreasing the original appropriation by \$142,331 (Items 17-31), for the purposes as listed in the Articles 2A & 2B FY24 Budget Amendments report attached to these motions; and further to decrease by \$142,331 the amount raised from the 2024 Tax Levy.

Quantum of Vote: **Majority / Roll Call**
Town Meeting Vote: **Carried, 137-2-0**

Motion Sub-Committee Report C

Mr. Nearman moved that the Town vote to amend the votes taken under Article 7A Sub-Committee Report C by increasing the original appropriation by \$240,735 (Items 32-43), for the purposes as listed in the Articles 2A & 2B FY24 Budget Amendments report attached to these motions; and further to increase by \$240,735 the amount raised from the 2024 Tax Levy.

Quantum of Vote: **Majority / Roll Call**
Town Meeting Vote: **Carried, 135-0-1**

Motion Sub-Committee Report D

Mr. Nearman moved that the Town vote to amend the votes taken under Article 7A Sub-Committee Report D by increasing the original appropriation by \$670,777 (Items 44-48), for the purposes as listed in the Articles 2A & 2B FY24 Budget Amendments report attached to these motions; and further to increase by \$670,777 the amount raised from the 2024 Tax Levy.

Quantum of Vote: **Majority / Roll Call**
Town Meeting Vote: **Carried Unanimously, 136-0-0**

Motion Sub-Committee Report E

Mr. Nearman moved that the Town vote to amend the votes taken under Article 7A Sub-Committee Report E by increasing the original appropriation by \$66,334 (Items 49-66), for the purposes as listed in the Articles 2A & 2B FY24 Budget Amendments report attached to these motions; and further to increase by \$66,334 the amount raised from the 2024 Tax Levy.

Quantum of Vote: Majority / Roll Call

Town Meeting Vote: Carried, 131-3-0

Article 2A Supplemental Motions to Motions 7A as originally moved by Mr. Canty	FY2024 Original Budget	FY2024 Fall Town Meeting Voted Amendments	FY2024 Fall Town Meeting Amended Budget
Sub-Committee A (#1 thru #16)	\$ 15,845,749.00	\$ 77,686.00	\$ 15,923,435.00
Sub-Committee B (#17 thru #31)	\$ 83,999,062.00	\$ (142,331.00)	\$ 83,856,731.00
Sub-Committee C (#32 thru #43)	\$ 34,203,647.00	\$ 240,735.00	\$ 34,444,382.00
Sub-Committee D (#44 thru #48)	\$ 13,253,080.00	\$ 670,777.00	\$ 13,923,857.00
Sub-Committee E (#49 thru #66)	\$ 5,022,520.00	\$ 66,334.00	\$ 5,088,854.00
Sub-Committee F (#67 thru #70)	\$ 113,887,523.00		\$ 113,887,523.00
Total General Fund Operating Budget (Item #1-70)	\$ 266,211,581.00	\$ 913,201.00	\$ 267,124,782.00
Article 2A (2023 ATM- Article 7A) - Funding Table			
Title V Loan Program - Debt Service	\$ 173,644.00		\$ 173,644.00
Title V Loan Program - Administration	\$ 35,674.00		\$ 35,674.00
State Boat Ramp Revolving	\$ 4,223.00		\$ 4,223.00
Recreation Revolving	\$ 32,191.00		\$ 32,191.00
Memorial Hall Revolving	\$ 13,861.00		\$ 13,861.00
Plymouth Beach Revolving	\$ 14,341.00		\$ 14,341.00
Fire Safety & Prevention Revolving	\$ 10,270.00		\$ 10,270.00
Fire Alarm Maintenance Revolving	\$ 9,864.00		\$ 9,864.00
Cemetery Perpetual Care	\$ 10,000.00		\$ 10,000.00
Municipal Waterways	\$ 130,000.00		\$ 130,000.00
Municipal Waterways - Debt	\$ 86,263.00		\$ 86,263.00
Environmental Affairs Fund	\$ 28,900.00		\$ 28,900.00
Pavement Management Debt Fund (2/3rds Vote Required)	\$ 1,055,300.00		\$ 1,055,300.00
1820 Courthouse Fund (Meals Tax)	\$ 1,800,594.00		\$ 1,800,594.00
Free Cash for OPEB Fund	\$ 500,000.00		\$ 500,000.00
Less Total Transfers:	\$ 3,905,125.00	\$ -	\$ 3,905,125.00
To be raised by the 2024 Tax Levy: (General Fund revenues & other sources)	\$ 262,306,456.00	\$ 913,201.00	\$ 263,219,657.00

MOTIONS ARTICLE 2B: Supplemental Budget – Enterprise Fund

MOTION Sub-Committee Report G – Water Budget

Mr. Nearman moved to amend the votes taken under Article 7B by increasing the amount appropriated for Water Budget, Other Expenditures, Line #72 by \$100,000 as detailed below and on the attached Articles 2A & 2B FY24 Budget Amendments report, and further to increase the amount raised by Water Receipts by \$100,000 to fund the Water Enterprise Fund.

Motions 7B (2023 ATM-ARTICLE 7B) Water Budget as originally moved by Mr. Canty	FY2024 Original Budget	FY2024 Fall Town Meeting Voted Amendments	FY2024 Amended Budget
ARTICLE 2B Supplemental Motions - Sub-Committee G			
Personal Services (Line #71)	\$ 1,635,158		\$ 1,635,158
Other Expenditures (Line # 72)	\$ 1,400,423	\$ 100,000	\$ 1,500,423
Water Enterprise Debt (Line #73)	\$ 2,385,269		\$ 2,385,269
Transfer to OPEB Trust (Line #74)	\$ 13,321		\$ 13,321
Appropriated for Direct Costs	\$ 5,434,171	\$ 100,000	\$ 5,534,171

Quantum of Vote: Majority / Roll Call
Town Meeting Vote: Carried, 133-2-0

MOTION Sub-Committee Report G – Sewer Budget

Mr. Nearman moved to amend the votes taken under Article 7C by increasing the amount appropriated for Sewer Budget, Other Expenditures, Line #76 by \$556,000 as detailed below and on the attached Articles 2A & 2B FY24 Budget Amendments report and further to increase the amount raised by Sewer Receipts by \$556,000 to fund the Sewer Enterprise Fund.

Motions 7C (2023 ATM-ARTICLE 7C) Sewer Budget as originally moved by Mr. Canty	FY2024 Original Budget	FY2024 Fall Town Meeting Voted Amendments	FY2024 Amended Budget
ARTICLE 2B - Supplemental Motions - Sub Committee G			
Personal Services (Line # 75)	\$ 388,528		\$ 388,528
Other Expenditures (Line # 76)	\$ 4,954,566	\$ 556,000	\$ 5,510,566
Departmental Equipment (Line #77)			\$ -
Sewer Enterprise Debt (Line # 78)	\$ 2,609,559		\$ 2,609,559
Transfer to OPEB Trust (Line # 79)	\$ 2,117		\$ 2,117
Appropriated for Direct Costs	\$ 7,954,770	\$ 556,000	\$ 8,510,770

Quantum of Vote: Majority / Roll Call
Town Meeting Vote: Carried, 142-1-0

MOTION ARTICLE 3: Withdrawn

MOTION ARTICLE 4 A1-A12 Capital Recommendations

Mr. Nearman moved that the Town appropriate the sum of \$2,130,874 to pay costs of various capital projects as shown below, including all costs incidental or related thereto, and that to meet this appropriation \$477,821 shall be transferred from free cash and \$268,053 shall be transferred from the Environmental Affairs Fund, \$685,000 shall be transferred from Art 9A11 2023 ATM Self - Contained Breathing Apparatus, \$600,000 shall be transferred from Sewer Retained Earnings, \$100,000 shall be transferred from Water Retained Earnings.,

ITEM	PROJECT DESCRIPTION	APPROPRIATION	FUNDING SOURCE
A1	Downtown Corridor Heat Island Mitigation & Beautification	\$ 126,400.00	\$63,200 Free Cash \$63,200 Environmental Affairs Fund
A2	Security Camera Upgrades	\$ 25,875.00	Free Cash
A3	Replace & Equip Pumping Engine 5	\$ 925,596.00	\$240,596 Free Cash \$685,000 Art 9 A11 2023 ATM, Self-Contained Breathing Apparatus
A5	Administration Building Schematic Design & Appraisal	\$ 25,000.00	Free Cash
A6	Engineering & Permitting for Rehab of Store Pond	\$ 246,300.00	\$123,150 Free Cash \$123,150 Environmental Affairs Fund
A7	Herring Ponds Management Plan Implementation	\$ 32,800.00	Environmental Affairs Fund
A8	Savery Pond Groundwater Flow Model	\$ 32,800.00	Environmental Affairs Fund
A9	Design of Dark Orchard All Persons Trail	\$ 16,103.00	Environmental Affairs Fund
A10	CMOM Program	\$ 500,000.00	Sewer RE
A11	Infrastructure Improvements	\$ 100,000.00	Sewer RE
A12	Infrastructure Improvements	\$ 100,000.00	Water RE
TOTAL FOR ARTICLE 4 A1-A12 ITEMS		\$ 2,130,874.00	

Motion Article 4 A3 – Replace & Equip Pumping Engine 5

Quantum of Vote: Majority / Roll Call

Town Meeting Vote: Carried, 138-0-1

Motion Article 4 A4 – Town Wharf Extension

Quantum of Vote: Majority / Roll Call

Town Meeting Vote: Failed, 60-77-2

Motion Article 4 A1, A2, A5, A6, A7, A8, A9, A10, A11 & A12

As Originally Moved \$2,795,374 As Amended \$2,130,874

Quantum of Vote: Majority / Roll Call

Town Meeting Vote: Carried, 136-1-1

MOTION ARTICLE 6: Amend Bylaw Ch 166 Swimming Pools

Mr. Nearman moved that the Town vote to amend the Town's General Bylaws, Chapter 166, by striking its entirety as written in the Fall 2023 Annual Town Meeting Warrant.

Quantum of Vote: Majority / Roll Call

Town Meeting Vote: Carried, 138-1-1

MOTION ARTICLE 7: Withdrawn

MOTION ARTICLE 8: Master Plan Funding

Mr. Nearman moved that the Town appropriate the sum of \$430,000 to pay costs of updating Plymouth's Comprehensive Master Plan, and for the payment of all costs incidental or related thereto, and to meet this appropriation transfer such sum of money from Free Cash.

Quantum of Vote: Majority / Roll Call

Town Meeting Vote: Carried, 123-14-0

MOTION ARTICLE 9A: CPC - Housing: Habitat for Humanity

Mr. Nearman moved that the Town appropriate the sum \$100,000 to grant to the Habitat for Humanity of Greater Plymouth for the purpose of constructing a single-family home pursuant to G.L. c. 44B, §12 and G.L. c. 184, §§ 31-33 with deed restricted affordable housing on the property located at 47 Indian Avenue, Plymouth, Massachusetts, Lot 233, Plot 000, Assessors Map 048-054-233-000, and that to meet this appropriation, \$100,000 shall be transferred from the Community Preservation Act Fund Reserve for Community Housing, and further to authorize the Select Board to enter into a grant agreement with the Habitat for Humanity of Greater Plymouth for such purposes, and to accept the affordable housing restriction,

Quantum of Vote: Majority / Roll Call

Town Meeting Vote: Carried, 138-0-0

MOTION ARTICLE 9B: CPC – Housing: Plymouth Housing Authority

Mr. Nearman moved that the Town to amend the vote taken under Article 9D of the 2019 Fall Annual Town Meeting by increasing the amount appropriated by the sum of \$381,525 as a grant to the Plymouth Housing Authority for the purpose of acquiring an affordable housing restriction pursuant to G.L. c. 44B, §12 and G.L. c. 184, §§ 31-33 for three units of rental housing on property located in the former Oak Street School on Oak Street Plymouth, MA 02360, with any balance of funds left over after the renovation to revert back to the Community Preservation Fund, and that to meet this appropriation, \$381,525 shall be transferred from the Community Preservation Act Fund Reserve for Community Housing, and further to authorize the Select Board to accept the affordable housing restriction.

Quantum of Vote: **Majority / Roll Call**
Town Meeting Vote: **Carried, 134-3-2**

MOTION ARTICLE 9C: CPC – Historical: Old Russell Library

Mr. Nearman moved that the Town appropriate the sum of \$443,942.00 as a grant to The Plymouth Guild Inc., d/b/a Plymouth Center for the Arts for the restoration and rehabilitation and preservation of the historic Russell Library located at 11 North Street, including construction, repainting of the brick and mortar façade, roof and windows restoration including incidental and related expenses, and to authorize the Select Board to enter into a grant agreement with The Plymouth Guild Inc., for such purposes, which grant agreement shall include but not be limited to the requirement that the Town of Plymouth be provided with an historic preservation restriction in said property in accordance with G.L. c. 44B, §12 and meeting the requirements of G.L. c. 184, §§ 31-33 and to authorize the Select Board to accept such restriction, with such restriction being held under the care, custody and control of the Historic Commission, and that to meet this appropriation, \$443,942.00 shall be appropriated from the Fiscal Year 2024 Community Preservation Act estimated revenues.

Quantum of Vote: **Majority / Roll Call**
Town Meeting Vote: **Carried, 141-1-0**

MOTION ARTICLE 9D: CPC – Historical: Pilgrim Hall

Mr. Nearman moved that the Town appropriate \$3,200,000 for a grant to Pilgrim Hall Museum for the preservation, rehabilitation and restoration of the Pilgrim Hall Museum located at 75 Court Street including all incidental and related costs, and further to authorize the Select Board to enter into a grant agreement with Pilgrim Hall Museum, for such purposes, which grant agreement shall include but not be limited to the requirement that the Town of Plymouth be provided with an historic preservation restriction in said property in accordance with G.L. c. 44B, §12 and meeting the requirements of G.L. c. 184, §§ 31-33 and to authorize the Select Board to accept such restriction, with such restriction being held under the care, custody and control of the Historic Commission; that to meet this appropriation the Treasurer with the approval of the Select Board is authorized to borrow \$3,200,000 under Chapters 44 or 44B of the General Laws, or any other enabling authority; and that the Select Board is authorized to take any other action necessary to carry out this project.

Motion to Amend:

Patricia McCarthy, Precinct 18, moved to amend Article 9D to reduce the appropriation borrowed by \$1,200,000.

Quantum of Vote: **Majority / Roll Call**
Town Meeting Vote: **Failed, 12-127-3**

Main Motion: **As Originally Moved \$3,200,000** **As Amended \$2,000,000**

Quantum of Vote: **2/3rds / Roll Call**
Town Meeting Vote: **Carried, 138-2-2**

MOTION ARTICLE 9E: CPC – Open Space: Land off Rocky Pond Rd

Mr. Nearman moved that the Town appropriate \$175,000 to purchase land, for open space and recreational purposes pursuant to G. L. c.44B and to accept the deed to the Town of Plymouth, of a fee simple interest or of land located off 36 Rear Rocky Pond Road in the Town of Plymouth comprised of 50 acres, more or less, shown on Assessors Map 91, Lot 4B and including Assessor's Parcel 091-000-004B-000, , and that to meet this appropriation \$175,000 shall be appropriated from the Fiscal Year 2024 Community Preservation Act estimated revenues, and that said land be held under the care, custody and control of the Conservation Commission, and further to authorize the Select Board to grant a conservation restriction in said property in accordance with G. L. c. 44B, §12 meeting the requirements of G.L. c.184, §§31-33; and to authorize appropriate Town officials to enter into all agreements and execute any and all instruments as may be necessary, on behalf of the Town, to effect said purchase.

Quantum of Vote: Majority / Roll Call
Town Meeting Vote: Carried, Unanimously, 138-0-0

MOTION ARTICLE 9F: CPC – Open Space: Land off Rocky Hill Rd

Mr. Nearman moved that the Town appropriate \$1,210,000 to purchase land, for open space and recreational purposes pursuant to G. L. c.44B and to accept the deed to the Town of Plymouth, of a fee simple interest or of land located at 280 Rocky Hill Road in the Town of Plymouth comprised of 23.6 acres, more or less, shown on Assessors Map 43, Lot 18-C, and including Assessor's Parcel 043-000-018C-000 and that to meet this appropriation \$1,210,000 shall be appropriated from the Fiscal Year 2024 Community Preservation Act estimated revenues, and that said land be held under the care, custody and control of the Conservation Commission, and further to authorize the Select Board to grant a conservation restriction in said property in accordance with G. L. c. 44B, §12 meeting the requirements of G.L. c.184, §§31-33; and to authorize appropriate Town officials to enter into all agreements and execute any and all instruments as may be necessary, on behalf of the Town, to effect said purchase.

Quantum of Vote: Majority / Roll Call
Town Meeting Vote: Carried, 97-38-4

MOTION ARTICLE 9G: CPC – Recreation: Hedges Pond Demolition

Mr. Nearman moved that the Town appropriate \$157,500 for the demolition of buildings at Hedges Pond Recreational and Preserve off Long Pond Road including all incidental and related costs, to preserve recreation and open space; and to meet this appropriation \$157,500 shall be appropriated from the Fiscal Year 2024 Community Preservation Act estimated revenues or take any other action necessary to carry out this project.

Quantum of Vote: Majority / Roll Call
Town Meeting Vote: Carried, 120-16-1

MOTION ARTICLE 9H: CPC – Reduce Stephens Field Borrowing

Mr. Nearman moved that the Town appropriate \$1,487,154 to pay costs of the creation and/or restoration and rehabilitation of recreational land known as Stephens Field; that to meet this appropriation, \$1,487,154 is appropriated from Community Preservation Act Fiscal 2024 estimated revenues and that the amount previously authorized to be borrowed to pay costs of the creation and/or restoration and rehabilitation of recreational land known as Stephens Field under Article 16B of the 2015 Spring Annual Town Meeting, as amended is hereby reduced by \$1,487,154; and that the Select Board is authorized to take any other action necessary to carry out this project.

Quantum of Vote: Majority / Roll Call
Town Meeting Vote: Carried, 131-2-1

MOTION ARTICLE 9I: CPC – FY2024 Annual Budget

Mr. Nearman moved that the Town vote to appropriate the sum of \$565,470 from the Fiscal Year 2024 estimated annual revenues of the Community Preservation Fund for the Fiscal Year 2024 Community Preservation Budget and to set aside sums for future appropriation as follows:

\$161,563 Administrative Expenses (and all other necessary and proper expenses)
\$403,907 Set Aside for the acquisition, creation, preservation, and support of Community Housing.

Quantum of Vote: Majority / Roll Call
Town Meeting Vote: Carried, 136-1-0

MOTION ARTICLE 10: Land Donation

Mr. Nearman moved that the Town vote to authorize the Select Board to acquire by gift a deed to the property located on Bourne Road being a portion of Lot A-16, in Plymouth, Massachusetts, for general municipal purposes, consisting of approximately 2.33 acres for general municipal purposes as shown on a plan of land on file with the Town Clerk, entitled Makepeace - Bourne Road - Proposed Fire Station, Prepared For: The Town of Plymouth, Prepared by: Scott Ludwig, Dated: July 8, 2023 and further to authorize that said land or interest be managed by the Select Board.

Quantum of Vote: Majority / Roll Call

Town Meeting Vote: Carried, 138-0-1

MOTION ARTICLE 11: EV Charging Fund

Mr. Nearman moved that the Town vote to establish a new revolving fund, pursuant to G.L. c.44, §53E ½, to be known as EV Charging; and further, to amend General Bylaws Chapter 143: Departmental Revolving Funds, particularly §143-5, by inserting the underlined text in a new row at the end of the Table of authorized revolving funds, as follows, and, further, to establish a fiscal year expenditure limit of \$200,000 for such fund, to be applicable from fiscal year to fiscal year unless amended by Town Meeting prior to July 1 in any fiscal year.

<u>A</u> Revolving Fund	<u>B</u> Department, Board, Committee, Agency or Officer Authorized to spend from the Fund	<u>C</u> Fees, Charges or other Receipts Credited to Fund	<u>D</u> Program or Activity Expenses Payable from Fund	<u>E</u> Fiscal Years
<u>EV</u> <u>Charging</u>	<u>Climate Resiliency</u> <u>and Sustainability</u> <u>Planner</u>	<u>Any fees</u> <u>collected for use</u> <u>of the EV</u> <u>chargers</u>	<u>This fund shall be used for</u> <u>electricity charges,</u> <u>equipment, and recurring</u> <u>network software costs</u>	<u>Fiscal Year</u> <u>2024 and</u> <u>subsequent</u> <u>years</u>

Quantum of Vote: Majority / Roll Call

Town Meeting Vote: Carried, 134-2-0

MOTION ARTICLE 12: Withdrawn

MOTION ARTICLE 13: Conveyance of Tax Title Property to Parks & Forestry

Mr. Nearman moved that the Town vote to transfer the care, custody, management, and control of the parcels listed below from the Town Treasurer for tax title purposes to Parks & Forestry for open space and recreational purposes, and further to authorize Parks & Forestry to execute any and all instruments as may be necessary to effectuate the vote taken hereunder, as follows:

Parcel ID	Location	Legal Reference	Recording Date
100-000-029-000	Billington Street	Bk: 15751, Pg: 309	Dec 23, 1997
100-000-051-000	Billington Sea	Bk: 7580, Pg: 202	March 30, 1987
100-000-052-000	Billington Sea	Bk: 7580, Pg: 202	March 30, 1987
100-000-053-000	Billington Sea	Bk: 7580, Pg: 202	March 30, 1987

Quantum of Vote: 2/3rds / Roll Call

Town Meeting Vote: Carried, 137-1-0

MOTION ARTICLE 14: Conveyance of Tax Title Property to Conservation Commission

Mr. Nearman moved that the Town vote to transfer the care, custody, management, and control of the parcels listed below from the Town Treasurer for tax title purposes to the Conservation Commission for conservation purposes pursuant to G.L. c. 40, section 8C; and further to authorize the Conservation Commission to execute any and all instruments as may be necessary to effectuate the vote taken hereunder, as follows:

Parcel ID	Location	Legal Reference	Recording Date
058-000-013-000	Off Valley Road	Bk. 1820, Pg. 50	November 15, 1941
073-000-007-192	Off Shallow Pond Lane	Bk. 26980, Pg. 115	November 6, 2003

Quantum of Vote: 2/3rds / Roll Call

Town Meeting Vote: Carried, 140-1-0

MOTION ARTICLE 15: Amend Bylaw Ch 133 – Nip Ban

Lawrence Delafield, Precinct 16, moved that the Town vote to adopt a ban on the sale of miniature single use containers for alcoholic beverages as a general by-law and to insert into the Bylaw of the Town of Plymouth, Massachusetts as Chapter 133, as written in the Fall 2023 Annual Town Meeting Warrant.

Quantum of Vote: Majority / Roll Call

Town Meeting Vote: Carried, 72-67-2

Motion to Adjourn: Wrestling Brewster, Precinct 15, moved to adjourn.

Quantum of Vote: Majority / Roll Call

Town Meeting Vote: Failed 37-99-3

MOTION ARTICLE 16: Legislative Petition – Harbormaster Employees

Mr. Nearman moved that the Town vote to authorize the Select Board to petition the Massachusetts General Court for special legislation, An Act Relative to the Town of Plymouth Harbormaster Employees, as written in the Fall 2023 Annual Town Meeting Warrant, provided, however, that the Massachusetts General Court may make clerical or editorial changes of form only to the bill, unless the Select Board approves amendments to the bill before enactment by the Massachusetts General Court, and provided further that the Select Board are hereby authorized to approve amendments which shall be within the scope of the general public objectives of this petition.

Quantum of Vote: Majority / Roll Call

Town Meeting Vote: Carried 130-3-3

MOTION ARTICLE 17: Holtec Pilot

Mr. Nearman moved that the Town vote to authorize the Select Board to negotiate and enter into an agreement for payments in lieu-of-taxes (“PILOT”), with respect to Holtec Pilgrim, LLC, the Former Power Station, located at 600 Rocky Hill Road in Plymouth, as shown on Assessors Map 44 Lot 1B, containing 133.57 acres, upon such terms and conditions as presented on the Payment in Lieu of Tax Agreement Proposed Final Draft dated 10-19-23 distributed on October 21, 2023 to Town Meeting.

Quantum of Vote: Majority / Roll Call

Town Meeting Vote: Carried, 132-1-2

MOTION ARTICLE 18: Solar Pilot – 17 Plymouth St

Mr. Nearman moved that the Town vote, pursuant to the provisions of G. L. c.59, §38H, to authorize the Select Board and Board of Assessors to negotiate and enter into an agreement for payments in lieu-of-taxes (“PILOT”), for a 2.476 Megawatt DC (more or less) solar photovoltaic energy generating facility for ReWild Renewables Solar Project (or its affiliates, successors or assigns) to be located on a 12 acre agricultural reservoir (more or less) at 17 Plymouth Street, submitted as 0 Carver Road Floating Solar, currently shown on Plymouth Assessor’s Map 107 Lots 3, 4, 5, and 6U, upon such terms and conditions as the Select Board and Board of Assessors shall deem to be in the best interest of the Town.

Quantum of Vote: Majority / Roll Call

Town Meeting Vote: Carried, 133-2-0

MOTION ARTICLE 19: Solar Pilot – Long Pond Park & Ride

Mr. Nearman moved that the Town vote, pursuant to the provisions of G. L. c.59, §38H, to authorize the Select Board and Board of Assessors to negotiate and enter into an agreement for payments in lieu-of-taxes (“PILOT”), for a .67745 Megawatt DC (more or less) solar photovoltaic canopy energy generating facility for Ameresco (or its affiliates, successors or assigns) to be located on the 1.19 acre parcel of land at Exit 13 Long Pond Road Park & Ride, currently shown on Plymouth Assessor’s Map 89, upon such terms and conditions as the Select Board and Board of Assessors shall deem to be in the best interest of the Town.

Quantum of Vote: Majority / Roll Call

Town Meeting Vote: Carried Unanimously, 137-0-0

MOTION ARTICLE 20: Withdrawn**MOTION ARTICLE 21: Amend April 2023 Art 9 A38 Amend Funding Source**

Mr. Nearman moved to amend the vote taken under Article 9 A38 at the April 2023 Annual Town Meeting, Design Cemetery Space, to amend the funding by reducing the amount from article 9A-15 of the April 2009 Annual Town Meeting, Cemetery Software, by \$9,855 and by increasing the amount from sales of lots by \$9,855.

Quantum of Vote: Majority / Roll Call

Town Meeting Vote: Carried Unanimously, 134-0-0

MOTION ARTICLE 22: Amend April 2023 Art 13 Promotion Fund

Mr. Nearman moved to amend the vote taken under Article 13 at the April 2023 Annual Town Meeting, Promotion Fund, to fix a typographical error, and increase the appropriation by transferring \$136,478 from the Town Promotion Fund created pursuant to Chapter 4 of the Acts of 1993, for programs and projects that enhance the beautification, recreational resources, public safety, promotional and marketing activities, events, services, and public improvements.

Quantum of Vote: Majority / Roll Call

Town Meeting Vote: Carried, 134-1-2

MOTION ARTICLE 23: Special Purpose Article – Opioid Settlement

Mr. Nearman moved that the Town authorize this special purpose article to appropriate \$239,092.09 from free cash to administer the Opioid Settlement Abatement funds.

Quantum of Vote: Majority / Roll Call

Town Meeting Vote: Carried, 135-1-1

MOTION ARTICLE 24: Citizen Petition – Amend Zoning Bylaw §207-11 Solar Systems

Mr. Nearman moved that the Town vote to amend its Zoning Bylaws governing Ground-Mounted Solar Photovoltaic Systems (§ 207-11) as written in the Fall 2023 Annual Town Meeting Warrant.

Motion to Amend:

Matthew Tavares, Precinct 2, moved to amend the language by inserting the following section:

H: Severability.

If any section, provision, or portion of this bylaw is deemed to be unconstitutional or invalid by a court, the remainder of the ordinance shall be effective.

Quantum of Vote: Majority / Roll Call

Town Meeting Vote: Carried, 103-22-11

Main Motion: As Originally Moved As Amended

Quantum of Vote: 2/3rds / Roll Call

Town Meeting Vote: Failed 87-46-4

Mr. Nearman moved to dissolve the Fall Annual Town Meeting at 4:57 PM.

Quantum of Vote: Majority / Roll Call

Town Meeting Vote: 126-1-1

TOWN OF PLYMOUTH
FALL TOWN MEETING - OCTOBER 21, 2023
ARTICLE 2A & 2B - FY 2024 BUDGET AMENDMENTS

ITEM #	SUB-COM / DEPARTMENT / CATEGORY	FY 2024 Town Meeting Approved Budget	FY 2024 Fall Town Meeting Voted Amendments	FY 2024 Fall Town Meeting Amended Budget
<u>SUB-COMMITTEE A</u>				
<u>ADMINISTRATIVE SERVICES</u>				
	A - CHARTER COMMISSION			
1	Personal Services	-	-	0
2	All Other Expenses	-	-	0
	Total Budget Request	-	-	0
	A - TOWN MANAGER			
3	Personal Services	816,834	28,000	844,834
4	All Other Expenses	575,565	20,000	595,565
	Total Budget Request	1,392,399	48,000	1,440,399
	A - HUMAN RESOURCES			
5	Personal Services	427,118	-	427,118
6	All Other Expenses	135,175	-	135,175
	Total Budget Request	562,293	-	562,293
	A - TOWN CLERK			
7	Personal Services	392,951	2,250	395,201
8	All Other Expenses	200,180	16,000	216,180
9	Departmental Equipment	-	11,700	11,700
	Total Budget Request	593,131	29,950	623,081
	A - ELECTIONS & TOWN MEETING			
10	Personal Services	-	178,576	180,601
11	All Other Expenses	-	161,967	162,567
12	Departmental Equipment	-	34,450	40,450
	Total Budget Request	-	374,993	8,625
	DEPARTMENT OF INSPECTIONAL SERVICES			
	A - ALL DIVISIONS			
13	Personal Services	1,381,700	-	1,381,700
14	All Other Expenses	103,024	-	103,024
	Total Budget Request	1,484,724	-	1,484,724
<u>FIXED COSTS</u>				
	A - Member Benefits			
15	All Other Expenses	9,331,685	(8,889)	9,322,796
	Total Budget Request	9,331,685	(8,889)	9,322,796
	A - All Town Insurance			
16	All Other Expenses	2,106,524	-	2,106,524
	Total Budget Request	2,106,524	-	2,106,524
TOTAL SUB-COMMITTEE A		15,845,749	77,686	15,923,435

SUB-COMMITTEE B

DEPARTMENT OF FINANCE

B - ALL DIVISIONS

17	Personal Services	2,467,181	8,834	2,476,015
18	All Other Expenses	566,908	(5,416)	561,492
	Total Budget Request	3,034,089	3,418	3,037,507

INFORMATION TECHNOLOGY

B - INFORMATION TECHNOLOGY

19	Personal Services	751,199	-	751,199
20	All Other Expenses	1,582,355	86,097	1,668,452
21	Departmental Equipment	18,750	-	18,750
	Total Budget Request	2,352,304	86,097	2,438,401

FIXED COSTS

B - Salary Reserve Account

22	Personal Services	80,820	-	80,820
23	Personal Services	860,000	-	860,000
	Total Budget Request	940,820	-	940,820

B - Finance Committee Reserve Account

24	Reserve Fund	150,000	-	150,000
	Total Budget Request	150,000	-	150,000

B - Tax Title Foreclosures

25	All Other Expenses	261,000	-	261,000
	Total Budget Request	261,000	-	261,000

B - Pensions

26	All Other Expenses	18,418,703	-	18,418,703
	Total Budget Request	18,418,703	-	18,418,703

B - Unemployment Compensation

27	All Other Expenses	20,000	-	20,000
	Total Budget Request	20,000	-	20,000

B - Member Insurance

28	All Other Expenses	41,243,859	(231,846)	41,012,013
	Total Budget Request	41,243,859	(231,846)	41,012,013

B - OPEB Trust Funding

29	All Other Expenses	1,172,491	-	1,172,491
	Total Budget Request	1,172,491	-	1,172,491

B - Compensated Absences

30	All Other Expenses	125,000	-	125,000
	Total Budget Request	125,000	-	125,000

COMMUNITY DEBT

B - DEBT SERVICE

31	All Other Expenses	16,280,796	-	16,280,796
	Total Budget Request	16,280,796	-	16,280,796

TOTAL SUB-COMMITTEE B	83,999,062	(142,331)	83,856,731
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SUB-COMMITTEE C

DEPARTMENT OF PUBLIC SAFETY

C - POLICE DEPARTMENT

32	Personal Services	15,388,613	(612,971)	14,775,642
33	All Other Expenses	974,404	853,706	1,828,110
34	Departmental Equipment	549,360	-	549,360
	Total Budget Request	16,912,377	240,735	17,153,112

C - FIRE DEPARTMENT

35	Personal Services	14,957,730	-	14,957,730
36	All Other Expenses	490,334	-	490,334
37	Departmental Equipment	260,264	-	260,264
	Total Budget Request	15,708,328	-	15,708,328

C - EMERGENCY MANAGEMENT

38	Personal Services	51,954	-	51,954
39	All Other Expenses	54,900	-	54,900
	Total Budget Request	106,854	-	106,854

DEPARTMENT OF MARINE & ENVIRONMENTAL

C - ALL DIVISIONS

40	Personal Services	1,285,388	-	1,285,388
41	All Other Expenses	131,800	-	131,800
42	Fuel & Utilities	30,000	-	30,000
43	Departmental Equipment	28,900	-	28,900
Total Budget Request		1,476,088	-	1,476,088

TOTAL SUB-COMMITTEE C 34,203,647 240,735 34,444,382

SUB-COMMITTEE D

DEPARTMENT OF PUBLIC WORKS

D - ALL DIVISIONS

44	Personal Services	7,574,470	-	7,574,470
45	All Other Expenses	2,417,030	10,000	2,427,030
46	Fuel & Utilities	2,494,380	-	2,494,380
47	Departmental Equipment	61,562	-	61,562
	Total Budget Request	12,547,442	10,000	12,557,442

FIXED COSTS

D - Snow & Ice Removal

48	All Other Expenses	705,638	660,777	1,366,415
	Total Budget Request	705,638	660,777	1,366,415

TOTAL SUB-COMMITTEE D 13,253,080 670,777 13,923,857

SUB-COMMITTEE E

DEPARTMENT OF COMMUNITY RESOURCES

E - CENTER FOR ACTIVE LIVING

49	Personal Services	537,023	-	537,023
50	All Other Expenses	154,150	-	154,150
51	Departmental Equipment	-	-	-
	Total Budget Request	691,173	-	691,173

E - VETERANS SERVICES

52	Personal Services	150,665	-	150,665
53	All Other Expenses	512,530	-	512,530
	Total Budget Request	663,195	-	663,195

E - DISABILITIES

54	All Other Expenses	300	-	300
	Total Budget Request	300	-	300

E - LIBRARY

55	Personal Services	1,546,321	41,334	1,587,655
56	All Other Expenses	522,675	-	522,675
57	Departmental Equipment	9,030	-	9,030
	Total Budget Request	2,078,026	41,334	2,119,360

E - RECREATION

58	Personal Services	577,921	-	577,921
59	All Other Expenses	22,925	-	22,925
60	Departmental Equipment	2,400	-	2,400
	Total Budget Request	603,246	-	603,246

E - 1749 COURT HOUSE

61	Personal Services	18,135	-	18,135
62	All Other Expenses	6,000	-	6,000
	Total Budget Request	24,135	-	24,135

DEPARTMENT OF PLANNING & DEVELOPMENT

E - PLANNING & DEVELOPMENT

63	Personal Services	749,956	-	749,956
64	All Other Expenses	188,609	25,000	213,609
65	Departmental Equipment	-	-	-
	Total Budget Request	938,565	25,000	963,565

E - REDEVELOPMENT AUTHORITY

66	All Other Expenses	23,880	-	23,880
	Total Budget Request	23,880	-	23,880

TOTAL SUB-COMMITTEE E

16

October 21, 2023 Fall Town Meeting Motions

SUB-COMMITTEE F

PLYMOUTH SCHOOLS

F - PLYMOUTH SCHOOLS

67	113,490,770	-	113,490,770
Total Budget Request	113,490,770	-	113,490,770

FIXED COSTS

F - Medicaid Program

68	Personal Services	264,599	-	264,599
69	All Other Expenses	54,738	-	54,738
	Total Budget Request	319,337	-	319,337

F - Out of District Transportation

70	Personal Services	77,416	-	77,416
	Total Budget Request	77,416	-	77,416

TOTAL SUB-COMMITTEE F 113,887,523 - 113,887,523

TOTAL FY2024 GENERAL FUND 266,211,581 913,201 267,124,782

SUB-COMMITTEE G

WATER BUDGET

G - WATER OPERATING

71	Personal Services	1,635,158	-	1,635,158
72	Other Expenditures	1,400,423	100,000	1,500,423
73	Water Enterprise Debt	2,385,269	-	2,385,269
74	Transfer to OPEB Trust	13,321	-	13,321
	Total Budget Request	5,434,171	100,000	5,534,171

SEWER BUDGET

G - SEWER OPERATING

75	Personal Services	388,528	-	388,528
76	Other Expenditures	4,954,566	556,000	5,510,566
77	Departmental Equipment	-	-	-
78	Sewer Enterprise Debt	2,609,559	-	2,609,559
79	Transfer to OPEB Trust	2,117	-	2,117
	Total Budget Request	7,954,770	556,000	8,510,770

SOLID WASTE BUDGET

G - SOLID WASTE OPERATING

80	Personal Services	289,337	-	289,337
81	Other Expenditures	575,586	-	575,586
82	Transfer to OPEB Trust	2,675	-	2,675
	Total Budget Request	867,598	-	867,598

AIRPORT BUDGET

G - AIRPORT OPERATING

83	Personal Services	705,733	-	705,733
84	All Other Expenses	2,919,750	-	2,919,750
85	Airport Enterprise Debt	38,400	-	38,400
86	Transfer to OPEB Trust	5,608	-	5,608
	Total Budget Request	3,669,491	-	3,669,491

CABLE ACCESS BUDGET

G - CABLE ACCESS OPERATING

87	Other Expenditures	1,556,000	-	1,556,000
88	Departmental Equipment	5,000	-	5,000
	Total Budget Request	1,561,000	-	1,561,000

TOTAL SUB-COMMITTEE G

19,487,030

656,000

20,143,030

TOTAL FY2024 BUDGET

285,698,611

1,569,201

287,267,812

PAYMENT IN LIEU OF TAX AGREEMENT

This Payment in Lieu of Tax Agreement(this “PILOT Agreement”) is entered into between the Town of Plymouth, a Massachusetts municipal corporation with its principal offices located at 26 Court Street, Plymouth, MA 02360, acting by and through its Board of Selectmen (the “Town” or “Plymouth”) and Holtec Pilgrim, LLC f/k/a Entergy Nuclear Generation Co. (“Holtec”), a Massachusetts limited liability company, having an address of 600 Rocky Hill Road, Plymouth, MA 02360 (together, the “Parties”) on this _____ day of October, 2023 (the “Effective Date”).

WHEREAS, Holtec owns and occupies property located at 600 Rocky Hill Road, Plymouth, which was formerly the Pilgrim Nuclear Power Station, a decommissioned nuclear power plant located in the Town (the “Former Power Station”); and

WHEREAS, Holtec is in the process of decommissioning the Former Power Station, a process which will likely extend through at least 2031; and

WHEREAS, Holtec and the Town desire to establish a fair and reasonable process by which to assess real and personal property taxes based on the fair cash value of the Former Power Station, which is identified in Exhibit 1; and

WHEREAS, Holtec and the Town acknowledge that the time required to fully and safely decommission a nuclear power plant is subject to uncertainty; and

WHEREAS, Holtec and the Town agree that having an accurate projection of their respective property tax expenses and revenues with respect to the Plant Property is in their mutual best interests; and

WHEREAS, Holtec and the Town desire to obtain the benefits of a settled relationship during the term of this PILOT Agreement; and

WHEREAS, Holtec and the Town acknowledge that a comprehensive PILOT Agreement fixing and maintaining mutually acceptable payments based on reasonable and accurate fair cash values for the Plant Property for Fiscal Years 2024 through 2031 is appropriate and serves their respective interests; and

WHEREAS, Holtec and the Town have reached this agreement as a result of good faith negotiations so that Holtec’s payments to the Town each year shall be the equivalent of the property tax obligations which would otherwise be owed to the Town by Holtec on full and fair cash valuation.

NOW, THEREFORE, Holtec and the Town stipulate and agree as follows:

1. Annual Payments. Holtec and the Town agree that the respective annual payments due for Fiscal Years 2024 through 2031(“Annual Payments”) shall be made pursuant to the schedule set forth below. Holtec and the Town agree that taxes payable under this section (1) represent real and personal property taxes with respect to the Former Power Station imposed by the Town due for Fiscal Years 2024 through 2031, (2) represent the sole payments to be made by

Holtec with respect to such taxes, and (3) shall be accepted by the Town in full satisfaction of such taxes. Consequently, all real and personal property taxes that would be due and payable but for this PILOT Agreement, shall be abated in respect of and during the Term.

Fiscal Year	Payment
2024	\$ 2,400,000
2025	\$ 2,150,000
2026	\$ 1,900,000
2027	\$ 1,650,000
2028	\$ 1,450,000
2029	\$1,250,000
2030	\$1,150,000
2031	\$1,050,000

Such amounts shall be paid on a quarterly basis and shall be delivered to the Town of Plymouth Tax Collector, 26 Court Street, Plymouth, MA, 02360.

1st Quarter due August 1st
2nd Quarter due November 1st
3rd Quarter due February 1st
4th Quarter due May 1st

2. Adjustments. Holtec and the Town agree that the Annual Payments may be adjusted prospectively to reflect additions, if any, to the real and personal property located at the Former Power Station. For purposes of making such adjustments, an “addition” shall be understood to mean the expenditure of funds to add to the structures and/or equipment at the Former Power Station in such a way as to increase the productive capacity of the Former Power Station, measured as net summer megawatt capacity, over the levels in effect at ISO-NE as of the close of the immediately prior year, or in such a way that otherwise increases the assessed value of the land. For these purposes, expenditures in the nature of fuel storage equipment, repairs, replacements or maintenance do not result in “additions.” In the case of a replacement which does not enhance the productive capacity of the Power Station, the replacement would not be reported as an addition. Should an addition occur, Holtec shall submit a proposed adjustment reflecting the net effect of the addition completed during the year and supported by the capacity value impact or effect on proposed value of the land of each material addition. Nothing in this paragraph shall be deemed to operate as an approval of any such addition on behalf of the Town or any of its Boards, Commissions, or officials.

3. Arbitration. In case of a disagreement about the adjustment to be made which the Parties cannot resolve, they will refer the matter for arbitration in accordance with the following rules:

- a) Either Party may commence arbitration by delivering to the other Party, by a means requiring a written acknowledgment of receipt, a request for arbitration which specifies the items to be resolved. Such a request shall be delivered on or before the third Monday in July.

b) There shall be a panel of three arbitrators who shall conduct hearings in the New England region unless the Parties mutually agree to a different location. Each Party shall select a member of the panel. These two members will select a third independent member to serve on the panel. Each member of the panel shall be experienced in the area of property valuation and in particular the valuation of property used for the generation of electricity or decommissioning and decommissioned electrical facilities. Selection shall be completed so as to follow the timetable set in subparagraph (c) below.

c) The arbitration hearing shall commence not later than August 1 and shall proceed from day to day, consecutively, for no more than three hearing days. The panel shall issue its decision on or before September 1 of that year. Except insofar as the scheduling provisions of this paragraph 3 supersede them, the Commercial Arbitration Rules of the American Arbitration Association then in effect shall govern the arbitration proceedings.

d) In the event of arbitration, Holtec shall provide the Town an opportunity to audit and inspect Holtec's records with respect to the specific factual matters in dispute in the arbitration proceeding. The scope of such audits shall be limited to reviewing information that is reasonably necessary to ascertain the accuracy of the information provided or omitted by Holtec in its proposed adjustment. Such records shall be made available for inspection upon seven (7) days prior notice during normal business hours at the Former Power Station and in such manner as to not unreasonably interfere with Holtec's normal business activities. If such records are not kept at the Former Power Station, Holtec shall make copies available to the Town at the Former Power Station within seven (7) business days of the request. Any information provided to the Town as part of an audit shall be treated as confidential unless in violation of applicable law.

e) The decision of the arbitration panel shall be binding on both Parties; and there shall be no further judicial review of that decision.

f) The Parties shall share the costs incurred by the arbitration panel equally and shall also pay their own expenses in connection with the arbitration, including but not limited to expert witness expenses and attorney fees.

4. Late Payments. In accordance with G.L. c. 59, § 57, the Town may assess penalties for late payments of Annual Payments due under this PILOT Agreement. The Town expressly reserves all rights available to it concerning the collection of such Annual Payments. Late payment shall be deemed to be an event of default under this PILOT Agreement. In the event a payment is not timely received by the Town, the Town shall issue a notice of default to Holtec and Holtec shall have ~~fourteen~~ (14) days within which to cure such default, subject to any penalties under G.L. c. 59, § 57. If Holtec fails to timely cure the default, the Town may declare this PILOT Agreement null and void as of the tax year which follows the billing cycle in which the breach occurred.

Commented [MM1]: OK

5. **Exemptions and Abatements.** Nothing in this PILOT Agreement shall prohibit Holtec or its successors or assigns from filing an application or applications with the Massachusetts Department of Environmental Protection (“MassDEP”) for property tax exemption certification pursuant to G.L. c. 59, § 5(44) for existing or new pollution control equipment at the Former Power Station. However, during the period that this PILOT Agreement is in force and effect, the Annual Payments shall not be reduced as a result of existing or new pollution control equipment being certified by MassDEP for exemption from property tax. During the period that this PILOT Agreement is in force and effect, Holtec or its successors or assigns shall provide the Town with a copy of each application it files with MassDEP for property tax exemption certification under G.L. c. 59, § 5(44) within five (5) business days of filing. Nothing in this PILOT Agreement shall prohibit the Town from objecting to and protesting any such application or applications by Holtec or its successors or assigns.

6. **Mutual Benefits.** The Parties acknowledge that this PILOT Agreement is fair and beneficial to them because it resolves all tax issues between them, including any litigation which might otherwise ensue concerning Fiscal Years 2024 through 2031, with resulting substantial costs. Moreover, both Parties value the tax and economic stability achieved by this PILOT Agreement at a time of uncertainty as to the fair cash value of property in the process of being decommissioned.

7. **Benefits to the Town.** The Town acknowledges that this PILOT Agreement is beneficial to it because it will result in steady, predictable, and reasonable Annual Payments from Holtec.

8. **Benefits to Holtec.** Holtec acknowledges that this PILOT Agreement is beneficial to it because it provides predictability and certainty with respect to the Annual Payments due to the Town for Fiscal Years 2024 through 2031.

9. **No Precedent.** This PILOT Agreement is entered into in good faith to resolve future disputes and to achieve predictability and economic stability for both Parties by establishing a schedule of Annual Payments based on reasonable, accurate, and reliable fair cash values for the Former Power Station for Fiscal Years 2024 through 2031. Accordingly, Holtec and the Town agree that neither Party shall seek to use the Annual Payments agreed to under this PILOT Agreement in any future proceedings regarding the value of the Property in the Town or in any other proceeding regarding the value of any other Holtec property.

10. **Advice of Counsel.** The Parties have entered into this PILOT Agreement only after full and due consideration thereof and with the advice of their counsel and of their independent consultants.

11. **Good Faith Implementation.** Holtec, on behalf of itself and any successors to or assigns of its interest in the Former Power Station, and the Town agree to act in good faith, each to the other, to carry out this PILOT Agreement and shall endeavor to resolve amicably any disputes or disagreements which may arise hereunder.

12. Conditions Precedent. The obligations of the Parties under this PILOT Agreement are conditioned on (i) approval of the PILOT Agreement by the Town of Plymouth acting by a vote of its Town Meeting, and (ii) the Town promptly submitting this PILOT Agreement to the Massachusetts Department of Revenue (“DOR”) and DOR having no objection within the thirty (30) day review period. If DOR objects to the PILOT Agreement or the PILOT Agreement is not approved by the end of Town Meeting commencing on October 21, 2023, the PILOT Agreement shall become null and void and of no further effect unless otherwise agreed by the Parties in writing.

13. Change in Law. Holtec and the Town hereby stipulate and agree that no portion of this PILOT Agreement shall be enforceable, and the PILOT Agreement shall terminate if any material portion of this PILOT Agreement is determined or declared to be illegal, void, or unenforceable.

14. Renegotiation Obligations. Holtec and the Town agree that in the event this PILOT Agreement terminates pursuant to the provisions of Paragraph 12 of this PILOT Agreement, and that such event does not occur through the direct fault of either Party, that the Parties will in good faith attempt to negotiate a new agreement which will seek to accomplish and implement the objectives and purposes of this PILOT Agreement for the same period of time as is addressed by this PILOT Agreement.

15. Holtec’s Representations and Warranties. Holtec hereby makes the following representations and warranties to the Town:

- a) Holtec is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts and has the full corporate power and authority to carry on its business as it is now being conducted.
- b) This PILOT Agreement constitutes the legal, valid and binding obligation of Holtec enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting other enforcement of creditors’ rights generally or by general equitable principles. Holtec has taken all necessary corporate action to authorize and approve the execution and delivery of this PILOT Agreement.
- c) None of the documents or information furnished by or on behalf of Holtec to the Town in connection with negotiation and execution of this PILOT Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading.
- d) The person executing this PILOT Agreement on behalf of Holtec has the full power and authority to bind it to each and every provision of this PILOT Agreement.

16. Town's Representations and Warranties. The Town hereby makes the following representations and warranties to Holtec:

- a) The Town is a municipal corporation and body politic of the Commonwealth of Massachusetts.
- b) Subject to satisfaction of the conditions precedent in Paragraph 12, this PILOT Agreement constitutes the legal, valid and binding obligation of the Town enforceable in accordance with its terms. The Town will take all necessary action to authorize and approve the execution and delivery of this PILOT Agreement.

17. Right of First Refusal and the Town's Credit. Pursuant to M.G.L. Chapter 61 and Chapter 61A, the Town holds a statutory Right of First Refusal ("ROFR") on certain parcels of land owned by Holtec, which constitute 1,530.31 acres (the "Forestry Land") and are described as "Certified Areas" on Exhibit 2. The land subject to the ROFR expressly excludes the 146.34 acres consisting of the Former Power Station and other non- Chapter 61/61A property described as "Excluded Areas" on Exhibit 2.

Under the relevant statutes, the Town has a period of 120 days (the "ROFR Period") after being given notice of Holtec's intent to sell any of the Forestry Land (the "Offered Premises") to meet a bona fide offer to purchase the Offered Premises. By way of this PILOT Agreement, the parties agree to expand the ROFR Period to a total period of one hundred eighty (180) days (the "Extended ROFR Period"). Should the Town meet the terms of the bona fide offer for the Offered Premises within the Extended ROFR Period, the Parties shall have ninety (90) days thereafter as permitted by Chapter 61 or Chapter 61A, as applicable, to close on the Offered Premises. In addition, the Parties agree that the ROFR and the Extended ROFR Period for the Forestry Land shall be binding upon the Parties and their successors and assigns in contract for the term of this PILOT Agreement, regardless of the continued applicability of Chapters 61 or 61A to the Forestry Land. For the avoidance of doubt, any repayment of rollback taxes under Chapters 61 or 61A by Holtec shall not interfere with the Town's ROFR on the Forestry Land and such ROFR shall remain in effect for the benefit of the Town. In addition, the parties acknowledge and agree that the Town shall be deemed to have met a bona fide offer if it provides notice in accordance with the applicable statute that includes a purchase price that meets or exceeds the purchase price in the bona fide offer, even if other terms of the Town's offer are not identical to those in the bona fide offer.

The Parties further acknowledge and agree that the Town shall be entitled to a credit in the amount of Three Million Dollars (\$3,000,000.00) (the "Town's Credit"), which may be used as a credit towards any deposits or the purchase price of any Offered Premises at the Town's election. The Town may elect, in its sole and absolute discretion, to apply all or a portion of the Town's Credit to the purchase of any Offered Premises.

18. Master Plan. The Town intends to engage in a master planning process for the Former Power Station and the Forestry Land which is anticipated to be complete no later than December 2026. Holtec agrees to support the master planning process by making non-privileged

or proprietary information about the property available to the Town and its consultants, including without limitation environmental testing reports, and geological and engineering studies.

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19. **Notices.** Unless expressly provided otherwise in this PILOT Agreement, any notice required or permitted to be given or served by a Party shall be deemed received only when made in writing, and either: (a) personally delivered, (b) actually received, if deposited with the United States Postal Service, postage prepaid, by registered or certified mail, return receipt requested, or (c) delivered by a nationally recognized overnight delivery service providing proof of delivery, properly addressed to the addresses set forth below (as the same may be changed by giving written notice). If any notice mailed is properly addressed with appropriate postage but returned for any reason, such notice shall be deemed to be effective notice and to be given on the day following the date of mailing. Any notice required or permitted to be given or served by a Party may be given by an agent, law firm or attorney acting on behalf of the Party giving the notice.

Notices to Holtec shall be addressed as follows:

Holtec International
1 Holtec Blvd.
Camden, NJ 08104

With a copy to:

Legal Counsel

William F. Gill IV
1 Holtec Blvd.
Camden, NJ 08104
w.gill@holtec.com
legal@holtec.com

Notices to the Town shall be addressed as follows:

Town Manager
Town Hall
26 Court Street
Plymouth, MA 02360

With a copy to:

Board of Assessors
Town Hall
26 Court Street
Plymouth, MA 02360
[email]

20. Amendments. No amendment to this PILOT Agreement shall be effective until reduced to writing and executed and delivered by the Town and Holtec.

21. Counterparts. This PILOT Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

22. Waivers. No waiver by either Party hereto of any one or more defaults by the other Party in the performance of any provision of this PILOT Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of either Party hereto to complain of any action or non-action on the part of the other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party so failing. A waiver of any of the provisions of this PILOT Agreement shall only be effective if made in writing and signed by the Party who is mailing such waiver.

23. Construction. The Parties agree that they have shared equally in the drafting of this PILOT Agreement, and, therefore, neither shall be treated as the drafter for purposes of the application of any rule of strict construction.

24. Complete Agreement. This PILOT Agreement is a full, final and complete expression of the Parties' agreement on all real and personal property tax issues respecting all of Holtec's property identified in Exhibit 1 in the Town for the fiscal years and in the manner stated herein.

[Remainder of page intentionally left blank]

To evidence the Parties' agreement to this Agreement, they have executed and delivered it on the date set forth in the preamble to this Agreement.

TOWN: HOLTEC:

TOWN OF PLYMOUTH

By:_____

[_____]

Name:

Its:

Exhibit 1

That certain parcel of land situated in the Town of Plymouth, shown as Lot 1B on Map 44 of the Assessors Maps, containing 133.57 acres; together with all buildings, structures, fixtures and other improvements, above or below ground, now located on or in the premises. The property described in this exhibit shall include neither (1) those easements reserved by Boston Edison Company as described in a deed to Entergy Nuclear Generation Company recorded at Plymouth County Registry of Deeds at Book 17658, page 265; nor (2) any property, equipment or fixtures of whatever nature presently or hereafter erected or maintained by Boston Edison Company within such easements.

EXHIBIT 2

Forest Management Plan Chapter 61 and 61a						
Address	Parcel ID	Assessor's Map Number	Lot/Parcel Number	Lot Name	Total Acres	Excluded Acres
					Certified	Stewardship
159 Rocky Hill Road	043-000-011D-000	43	11*	Talcott	196.33	NON Chapter 61/61a
State Road	043-000-011D-000	43	110	Galliano	41	41
State Road	043-000-011E-000	43	11F	Bryne	92.8	92.8
		43	8124	Bryne	0.33	0.33
680 Rocky Hill Road	044-000-011A-000	44	1A	Greenwood	9.45	8.45
680 Rocky Hill Road	044-000-011B-000	44	1B	Pilgrim Station	133.57	0
Rocky Hill Road	045-000-020-000	44	2	Greenwood	86.68	85.95
769 Rocky Hill Road	045-000-025-000	44	6-525	McIntosh	287.06	277.94
379 State Road	046-006-527-000	44	6-527	McIntosh	41.06	40.06
423 State Road	046-000-013-000	44	13	Skulky	20.95	20.26
State Road	046-000-027-000	44	27	Galliano	5.36	5.36
State Road	070-000-033-000	76	3	Churchill- Skulky	21.88	21.88
State Road	070-000-034-000	76	4	Howland	25.16	25.16
State Road	070-000-035-000	76	5	Howland	35.02	35.02
427 State Road	094-000-013-000	94	1	Howland	572.61	572.61
Pine Hills	094-000-023-000	94	2	Hussey	68.38	68.38
Pine Hills	094-000-023-000	94	3	Howland	39.01	39.01
					1676.65	1463.34
						1530.31

Areas are subject to change based on minor subdivision or final site plan.