

TOWN OF PLYMOUTH

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REPORT  
& RECOMMENDATIONS  
OF THE  
ADVISORY & FINANCE  
COMMITTEE



*An American Story - A National Legacy*

Presented at  
**SPRING SPECIAL  
TOWN MEETING  
APRIL 4, 2020**

## SPRING SPECIAL ANNUAL TOWN MEETING

April 4, 2020

### Table of Contents

	PAGE(S)
<b><u>REPORT &amp; RECOMMENDATIONS</u></b>	
Report & Recommendations of the Advisory & Finance Committee .....	1- 8
<b><u>VOTING CHARTS</u></b>	
Advisory & Finance Committee Roll Call Voting Charts.....	10
<b><u>CAPITAL IMPROVEMENTS COMMITTEE</u></b>	
Capital Improvements Committee Project Rankings.....	11-16
<b><u>SUPPORTING DOCUMENTATION</u></b>	
<b>Article 1</b> Collective Bargaining Agreements .....	18-100
<b>A.</b> OPEIU MOA .....	20-21
<b>B.</b> Superior Officers - JLMC Award .....	22-48
<b>C.</b> Superior Officers MOA .....	49-56
<b>D.</b> Patrolmen – JLMC Award .....	57-93
<b>E.</b> Dispatcher MOA .....	94-100
<b>Article 2</b> FY2020 Budget Amendments .....	101-105
<b>Article 3</b> Unpaid Bills .....	106-107
<b>Article 4</b> Capital Outlay .....	108-119
<b>Article 5</b> Conceptual Design/Feasibility-Various Fire Stations .....	120-122
<b>Article 6</b> Renovate Various Fire Stations .....	122-123
<b>Article 7</b> Renovate Fire Headquarters .....	124-125
<b>Article 8</b> Construct New Fire Headquarters .....	126-128
<b>Article 9A</b> CPC – Renovate Jenney Pond Park .....	129-130
<b>Article 9B</b> CPC – Land Purchase off Mayflower St .....	131-133
<b>Article 9C</b> CPC – Historical Map Restoration .....	134-135
<b>Article 9D</b> CPC – Land Purchase Morgan Road .....	136-138
<b>Article 10</b> Nuclear Mitigation Fund .....	139-141
<b>Article 11</b> Update Plymouth Historic District Handbook .....	142-143
<b>Article 12</b> Rescind Unused Borrowing.....	144-147
<b>Article 13</b> Environmental Affairs Fund – Remove Sunset Clause .....	148-150
<b>Article 14</b> Accept Easement – Carver Landing .....	151-153

# REPORT & RECOMMENDATIONS

**REPORT & RECOMMENDATIONS OF THE ADVISORY & FINANCE COMMITTEE**  
**Spring Special Town Meeting – Saturday, April 4, 2020**

**ARTICLE 1:** To see if the Town will vote to amend the Classification and Compensation Plans and the Personnel By-Law and Collective Bargaining Agreements contained therein, or take any other action relative thereto.

**BOARD OF SELECTMEN**

**1A - OPEIU MOA**

**RECOMMENDATION:** Approval (7-0-3)

The Advisory & Finance Committee recommends Town Meeting approve Article 1A. Approval of this article would adopt the negotiated MOA for this employee bargaining unit.

**1B - Superior Officers JLMC Award**

**RECOMMENDATION:** Approval (7-1-2)

The Advisory & Finance Committee recommends Town Meeting approve Article 1B. Approval of this article would comply with the JLMC decision and authorize the award given to this employee bargaining unit in that decision.

**1C - Superior Officers MOA**

**RECOMMENDATION:** Approval (Unanimous, 13-0-0).

The Advisory & Finance Committee recommends Town Meeting approve Article 1C. Approval of this article would adopt the negotiated MOA for this employee bargaining unit.

**1D - Patrolmen – JLMC Award**

**RECOMMENDATION:** Approval (11-2-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 1D. Approval of this article would comply with the JLMC decision and authorize the award given to this employee bargaining unit in that decision.

**1E – Dispatchers MOA**

**RECOMMENDATION:** Approval (Unanimous, 13-0-0).

The Advisory & Finance Committee recommends Town Meeting approve Article 1E. Approval of this article would adopt the negotiated MOA for this employee bargaining unit.

**ARTICLE 2:** To see if the Town will vote to transfer from available funds a sum of money to be added to funds already appropriated under Articles 7A through 7E of the 2019 Spring Annual Town Meeting for the purpose of supplementing departmental expenses, or otherwise amend said votes, or take any other action relative thereto.

**BOARD OF SELECTMEN**

**2A -Veterans Department**

**RECOMMENDATION:** Approval \$100,000 (Unanimous, 10-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 2A. The Veterans Department experienced a budget shortfall due to unexpected costs in FY20 related to funeral expenses, dental care, and the rising cost of hearing aids, prescriptions drugs, and supplemental insurance expenses. They are requesting \$100,000 to supplement the FY20 budget. Approval of Article 2A will ensure that the Department has funds to continue offering services to Veterans for these expenses. It should be noted that the Town of Plymouth is reimbursed 75% of these expenses, typically in the next fiscal year.

## 2B - Board of Health

**RECOMMENDATION:** Approval \$23,500 (9-0-1)

The Advisory & Finance Committee recommends Town Meeting approve Article 2B. Approval of the article will assist The Board of Health in addressing their FY20 deficit and related costs totaling \$23,500 associated with Contract Title V services and training and certifications for two new employees.

## 2C - Town Clerk

**RECOMMENDATION:** Approval \$18,517 (Unanimous, 10-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 2C. Approval of this article is necessary to fund a Special Election due to the resignation of Vinny DeMacedo as State Senator. The special election will require staff and equipment programming at a cost of \$18,517.

## 2D - Human Resources

**RECOMMENDATION:** Approval \$75,000 (Unanimous, 9-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 2D. Approval of this Article will increase FY20 funding for Medical Services by \$75,000 for asbestos screening tests for 300 current and former employees that worked in buildings identified to have asbestos.

**ARTICLE 3:** To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to pay certain unpaid bills of a prior fiscal year, or take any other action relative thereto.

## BOARD OF SELECTMEN

**RECOMMENDATION:** Approval \$3,747.56

The Advisory & Finance Committee recommends Town Meeting approve Article 3. At the 2/19/20 meeting the Committee voted to authorize the Finance Department to process the outstanding invoices from FY19 to Home Depot totaling \$117.56 on behalf of the Water Department (Unanimous, 10-0-0). At the 3/11/20 meeting the Committee voted to authorize the Finance Department to process the outstanding invoices from FY19 to Envirotech Laboratories, Inc. totaling \$3,630 on behalf of the Water Department (Unanimous, 13-0-0).

**ARTICLE 4:** To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow a sum of money for the construction and/or repair and/or purchase and/or lease of buildings and/or replacement of departmental buildings, and/or equipment and/or capital facilities for various departments of the Town and/or for feasibility and other types of studies or professional consulting services, including any related and incidental costs and expenses, as follows:

- Asbestos Management Plan – DPW Facilities
- Brook Road bridge design and construction – DPW Engineering
- Manomet and Pinehills pressure zone upgrades – Water Enterprise
- Public safety communications tower – Fire
- Vehicle for use at Long Beach – DMEA

Or take any other action relative thereto.

## BOARD OF SELECTMEN

**RECOMMENDATION:** Approval \$2,780,000 (Unanimous, 12-0-0).

The Advisory & Finance Committee recommends Town Meeting approve Article 4. Approval of this Article will authorize:

- \$80,000 for an Asbestos Management Plan that will be conducted by a licensed environmental consulting agency. The plan will provide a detailed report for each of the 32 public buildings indicating the locations, quantities and condition of each type of Asbestos Containing Materials (ACM) and recommendations for abatement and response actions for identified ACM's. The Capital Improvement Committee (CIC) ranked this project 35a.

- \$2,200,000 for design and construction of the Brook Road bridge. The functionality of the current structure is limited by issues with the bridge's capacity, width, and channel/floodway constriction. The Police, Fire and School departments support this project. The Town received a \$500,000 award from the MassDOT Municipal Small Bridge Program. The CIC ranked this project 4a.
- \$500,000 for the construction of a new Fire Department Communications Tower and installation of the communication systems. The communications tower is critical to the Fire, Police and EMS communications and operations. The CIC ranked this project 3a.

**ARTICLE 5:** To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow a sum of money for the purpose of schematic design, feasibility and owner's project manager services for renovation or new construction at Fire Headquarters (Station #1), and renovations to West Plymouth (Station #2), Manomet (Station #5), and Bourne Road (Station #4), including any related and incidental costs and expenses, or take any other action relative thereto.

#### **BOARD OF SELECTMEN**

**RECOMMENDATION:** Approval \$500,000 (Unanimous, 13-0-0).

The Advisory & Finance Committee recommends Town Meeting approve Article 5. Approval of Article 5 will authorize \$500,000 in funding to complete an extensive analysis of the existing conditions, identify all the areas that are in need of repair, and begin development of a design for each of the four (4) properties (Headquarters #1, West Plymouth #2, Manomet #5 and Bourne Road #5) to renovate the aging buildings, address compliance with building/OSHA codes, and ensure that the Fire Department continues to work out of an adequate, safe, and functional space.

**ARTICLE 6:** To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow a sum of money for the purpose of construction, demolition, renovation, equipping and furnishing of the following fire stations: West Plymouth (Station #2), shown as Assessor's Map 103 Lot 41A Manomet (Station #5), shown as Assessor's Map 48 Lot 6D and Bourne Road (Station #4), shown as Assessor's Map 121 Lot 4B including but not limited to site preparation, and all other costs and expenses incidental and related thereto; or take any other action relative thereto.

#### **BOARD OF SELECTMEN**

**RECOMMENDATION:** Approval \$3,000,000 (12-0-1).

The Advisory & Finance Committee recommends Town Meeting approve Article 6. The intent of Article 6 is to have \$3,000,000 of construction funding available in advance of design completion so bidding and construction can proceed immediately at whichever Fire Substation (West Plymouth #2, Manomet #5 and Bourne Road #4) is first to be fully designed. This will allow the work to proceed as quickly as possible and provide the design team with flexibility for scheduling bids to hopefully realize the best prices in the ever-changing construction market.

**ARTICLE 7:** To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow a sum of money for the purpose of construction, demolition, renovation, equipping and furnishing of the existing Fire Headquarters (Station #1) located at 114 Sandwich Street, shown as Assessor's Map 23 Lot 19, including but not limited to site preparation, and all other costs and expenses incidental and related thereto; or take any other action relative thereto.

#### **BOARD OF SELECTMEN**

**RECOMMENDATION:** Not Approve (Unanimously, 0-13-0).

The Advisory & Finance Committee is not recommending Town Meeting approve Article 7. The current site is plagued with contamination concerns, an active waterway that runs beneath it, ADA and other regulatory compliance issues, and the overall poor condition and suitability of the building. The Fire Chief and town management are also not seeking approval of this article.

**ARTICLE 8:** To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow a sum of money for construction, demolition, equipping and furnishing of a new Fire Headquarters to be located at 91 Long Pond Road, shown as Assessor's Map 89A Lot 1-3, including but not limited to site preparation, demolition of existing buildings, and all other costs and expenses incidental and related thereto; or take any other action relative thereto.

## **BOARD OF SELECTMEN**

### **RECOMMENDATION:** Approval \$30,000,000 (12-1-0).

The Advisory & Finance Committee recommends Town Meeting approve Article 8. Approval of Article 8 will authorize \$30,000,000 in funds for a new Fire Headquarters at 91 Long Pond Road. The current headquarters has numerous problems that would be expensive, and potentially impossible, to remedy. A new headquarters is therefore necessary. Despite supporting the article, the lack of any specific proposals or plans for the structure was lamented. However, the cost is an estimate the Town is confident in obtained from experts that assisted in the new North Plymouth Fire Station. This, plus the obvious need for a new headquarters, persuaded the Committee to recommend the article. Approval of this article would necessitate a debt exclusion override at the ballot box.

**ARTICLE 9A:** To see if the Town will vote to appropriate a sum of money for the purpose of renovating and improving for open space and recreation purposes the property known as Jenney Pond Park, shown on Assessors Map 18 as lots 40A and 43, also Map 21 as Lot 78, including all costs and expenses incidental or related thereto; and to meet this appropriation transfer such sum of money from Community Preservation Act Fund Reserves or other available funds; and further to authorize Town officials to file on behalf of the Town any and all applications deemed necessary for grants and/or reimbursements from the Commonwealth of Massachusetts deemed necessary under the Urban Self-Help Act (301 CMR 5.00) and/or any other programs in any way connected with the scope of this Article; and the Town be authorized to enter into all agreements and execute any and all instruments as may be necessary on behalf of the Town to affect said renovations; or take any other action relative thereto.

## **COMMUNITY PRESERVATION COMMITTEE**

### **RECOMMENDATION:** Approval \$751,500 (10-2-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 9A. Approval of this Article will appropriate \$751,500 from the Community Preservation Fund for the purpose of renovating and improving Jenney Pond Park. A PARC Grant for \$337,270 has been secured and will be applied to the project cost after completion and submission for the reimbursable grant will bring the cost to the Town down to \$414,230.

**ARTICLE 9B:** To see if the Town will vote to authorize the Board of Selectmen to acquire by purchase, gift, eminent domain or otherwise, 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 in land located off Mayflower Street abutting Frawley Mountain and Watsons Hill in the Town of Plymouth composed of 1.2 acres more or less being shown on a plan of land entitled, "Plan of Land in Plymouth, MA, Prepared for The 37 ½ Mayflower Street Realty Trust," dated February 6, 2020, prepared by Flaherty and Stefani, Inc. the new lot being a portion of Assessors Map 22, lot 142-9, parcel ID 022-0000-142-009, said land to be held under the care, custody and control of the Conservation Commission; and further, to appropriate a sum of money to undertake such acquisition; and to meet this appropriation to transfer a sum of money from Community Preservation Act Fund Reserves or other available funds; and further to authorize the Board of Selectmen to grant a conservation restriction in said property in accordance with G.L. c. 44B, Section 12 meeting the requirements of G.L. c. 184, Sections 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; or take any other action relative thereto.

## **COMMUNITY PRESERVATION COMMITTEE**

**RECOMMENDATION:** Approval \$130,000 (11-0-1)

The Advisory & Finance Committee recommends Town Meeting approve Article 9B. Town Meeting approval of this article will appropriate \$130,000 from the Community Preservation Fund for the purchase of approximately 1.2 acres off Mayflower St. with the new lot being a portion of Assessors Map 22, lot 142-5, shown on plan dated February 6, 2020 prepared by Flaherty and Stefani, Inc. as lot 142-9. This purchase is part of the ongoing Town effort to improve and protect Jenney Pond Park and the Town Brook, which this parcel abuts.

**ARTICLE 9C:** To see if the Town will vote to appropriate a sum of money to preserve, restore, rehabilitate and frame two Town-owned historical maps; one map of Plymouth County and second map of Costal Plymouth, both maps to be displayed in the Town Hall, and to meet this appropriation transfer a sum of money from Community Preservation Act Fund Reserves or other available funds, or take any other action relative thereto.

**COMMUNITY PRESERVATION COMMITTEE****RECOMMENDATION:** Not Approve (6-7)

The Advisory & Finance Committee is not recommending Town Meeting approve Article 9C. The Committee did not feel they were presented with enough information to appropriate \$22,085 to restore and frame two maps as no estimates, proposals, or other such back up material was provided.

**ARTICLE 9D:** To see if the Town will vote to authorize the Board of Selectmen to acquire by purchase, gift, eminent domain or otherwise, 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 in land located off Morgan Road in the Town of Plymouth composed of 9.1 acres more or less being shown on Assessors Map 69 lot 86A, parcel ID 069-000-086A-0000, said land to be held under the care, custody and control of the Conservation Commission; and further, to appropriate a sum of money to undertake such acquisition; and to meet this appropriation to transfer a sum of money from Community Preservation Act Fund Reserves or other available funds; and further to authorize the Board of Selectmen to grant a conservation restriction in said property in accordance with G.L.c.44B, Section 12 meeting the requirements of G.L. c. 184, Sections 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, or take any other action relative thereto.

**COMMUNITY PRESERVATION COMMITTEE****RECOMMENDATION:** Approval \$80,000 (10-2-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 9D. Town Meeting approval of this article will appropriate \$80,000 from the Community Preservation Fund for the purchase of approximately 9.1 acres shown on Assessors Map 69 as lots 86A and 86B. This acquisition would expand the Six Ponds Preserve.

**ARTICLE 10:** To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to the Nuclear Plant Mitigation Stabilization Fund, as authorized by the provisions of G.L. c. 40, §5B as amended, or take any other action relative thereto.

**BOARD OF SELECTMEN****RECOMMENDATION:** Approval \$1,000,000 (Unanimous, 13-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 10. Town Meeting approval of Article 10 will transfer \$610,000 from the Overlay Surplus, recently voted as excess by the Board of Assessors, and transfer \$390,000 from Free Cash for a total of \$1 Million dollars to the Nuclear Plant Mitigation Fund. The current balance in the fund is approximately \$6.8 Million. These funds are being set aside for future use as it relates to the effect that the closure of the Pilgrim Nuclear Power Station will have on the Town's budget, tax rate, and economic development.

**ARTICLE 11:** To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow a sum of money for the purpose of updating the Plymouth Historic District Commission Handbook and the Commission's rules and regulations, or take any other action relative thereto.

**BOARD OF SELECTMEN**

**RECOMMENDATION:** Approval \$12,000 (Unanimous, 10-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 11. Approval of this article will authorize up to \$12,000 in funding to update the Plymouth Historic District Commission Handbook, which was last updated 12 years ago.

**ARTICLE 12:** To see if the Town will vote to rescind various authorized, but unissued borrowing balances, as such amounts are no longer necessary to complete the projects for which they were initially approved, or to take any other action relative thereto.

**BOARD OF SELECTMEN**

**RECOMMENDATION:** Approval (Unanimous, 10-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 12. Approval of this Article will rescind the borrowing authorizations that remain on the chart below as they are no longer needed due to the respective project having been completed or otherwise terminated.

Purpose	Date	Article	Balance to Rescind
Town (T) Wharf Project	10/17/2015 FATM	Art 5	80,000
Rehab Holmes Park	10/21/2017 FATM	Art 4F	348,000
2 Schools and Senior Center	4/1/2017 STM	Art 13	924,475
Warren Ave Sewer Extension	4/5/2014 ATM	Art 9B5	90,000
Taylor Ave Water Main	4/1/2017 STM	Art 4	500,000
Water Meter Replacement Program	4/11/2015 ATM	Art 9C5	240,200

**ARTICLE 13:** To see if the Town will vote to authorize the Board of Selectmen to petition the General Court for special legislation to amend Section 2 of AN ACT AUTHORIZING THE TOWN OF PLYMOUTH TO ESTABLISH AN ENVIRONMENTAL AFFAIRS FUND, enacted on January 5, 2017, as provided below, with strikethrough language to be deleted as shown, provided, however, that the General Court may make clerical and editorial changes of form only to the bill unless the Board of Selectmen approves amendments to the bill prior to enactment by the General Court, and to authorize the Board of Selectmen to approve such amendments which shall be within the scope of the general public objectives of the petition:

SECTION 2. The treasurer-collector of the town of Plymouth shall be the custodian of the Environmental Affairs Fund and shall make an accounting of the fund to each annual town meeting.

~~This act shall expire 5 years after its effective date~~

or take any other action relative thereto.

**BOARD OF SELECTMEN**

**RECOMMENDATION:** Approval (Unanimous, 10-0-0).

The Advisory & Finance Committee recommends Town Meeting approve Article 13.

Town Meeting approval of this Article will amend the Act to remove the sunset clause. The Environmental Affairs Fund would then continue to receive fifty percent of revenues generated from payment-in-lieu-of-tax agreements with various renewable energy entities in perpetuity. This fund is used for environmental projects. To date the Environmental Affairs Fund has realized \$492,020 in revenue from this Act.

**ARTICLE 14:** To see if the Town will vote to authorize the Select Board to accept perpetual easements for public way purposes over the properties located on Carver Road, Plymouth MA and shown as Plymouth Assessor's parcels 105-000-002D-000, and 105-000-002A-000, and further to accept and allow the layout of the Town way, Carver Road, as laid out by the Select Board and reported to the Town as shown on plans on file with the Town Clerk, and further to authorize the Select Board to acquire by gift, purchase, eminent domain or otherwise, and upon such terms and conditions as it deems appropriate, such interests in land within said Carver Road sufficient to use said way for all purposes for which public ways are used in the Town of Plymouth, or take any other action relative thereto.

#### **BOARD OF SELECTMEN**

**RECOMMENDATION:** Approval (Unanimous, 14-0-0) The Advisory & Finance Committee recommends Town Meeting approve Article 14. Approval of this Article will accept the layout of Carver Road and grant the Town a permanent easement, as described in the Warrant language above, for Highway purposes as required by the Planning Board.

# ROLL CALL VOTING CHARTS

**ADVISORY & FINANCE COMMITTEE - ROLL CALL VOTING CHART - SPECIAL TM ARTICLES**

## Y - For

## N - Against

**A - Abstain**

X - Absent

**X - Absent**

## ARTICLES

### OTE TOTAL

FOR AGAINST ABSTAIN

ARTICLES	C	G	S	B	S	F	R	F	V	C	A	S	E	FOR-AGAINST-ABSTAIN										
														Y	N	Y	N	Y	N	Y	N	Y	N	
<b>1</b>	CBA			Ch																				
<b>1A</b>	OPEIU MOA	X	Y	Ch	A	Y	Y	A	A						Y	X	X	Y	Y	Y			<b>7-0-3</b>	
<b>1B</b>	Superior Officers - JLMC Award	X	A	Ch	Y	Y	Y	N	A						Y	X	X	Y	Y	Y			<b>7-1-2</b>	
<b>1C</b>	Superior Officers MOA	Y	Y	Ch	Y	Y	Y	Y	X						Y	Y	Y	Y	Y	Y			<b>13-0-0</b>	
<b>1D</b>	Patrolmen - JLMC Award	Y	N	Ch	Y	Y	Y	N	X						Y	Y	Y	Y	Y	Y			<b>11-2-0</b>	
<b>1E</b>	Dispatchers MOA	Y	Y	Ch	Y	Y	Y	Y	X						Y	Y	Y	Y	Y	Y			<b>13-0-0</b>	
<b>2</b>	Supplemental Budgets																							
<b>2A</b>	Veterans - Increase \$100,000	X	Y	Ch	Y	Y	Y	Y	Y						Y	X	X	Y	Y	Y			<b>10-0-0</b>	
<b>2B</b>	Board of Health - Increase 23,500	X	A	Ch	Y	Y	Y	Y	Y						Y	X	X	Y	Y	Y			<b>9-0-1</b>	
<b>2C</b>	Town Clerk - Increase \$18,517	X	Y	Ch	Y	Y	Y	Y	Y						Y	X	X	Y	Y	Y			<b>10-0-0</b>	
<b>2D</b>	Human Resources - Increase \$75,000	X	Y	Ch	Y	Y	Y	X	Y						Y	X	X	Y	Y	Y			<b>9-0-0</b>	
<b>3</b>	Unpaid Bills - Home Depot	X	Y	Ch	Y	Y	Y	Y	Y						Y	X	X	Y	Y	Y			<b>10-0-0</b>	
	Unpaid Bills - Envirotech Laboratories, Inc.	Y	Y		Y	Y	Y	Y	X						Y	Y	Y	Y	Y	Y			<b>13-0-0</b>	
<b>4</b>	Capital	Y	Y	Ch	Y	Y	Y	Y	X						Y	Y	Y	X	Y	Y			<b>12-0-0</b>	
<b>5</b>	Conceptual Design/Feasibility - Various Fire Stations	Y	Y	Ch	Y	Y	Y	Y	X						Y	Y	Y	Y	Y	Y			<b>13-0-0</b>	
<b>6</b>	Renovate Various Fire Stations	Y	A	Ch	Y	Y	Y	Y	X						Y	Y	Y	Y	Y	Y			<b>12-0-1</b>	
<b>7</b>	Renovate Fire Headquarters -Sandwich St.	N	N	Ch	N	N	N	N	N						N	N	N	N	N	N			<b>0-13-0</b>	
<b>8</b>	Construct New Fire Headquarters - Long Pond Rd	Y	N	Ch	Y	Y	Y	Y	X						Y	Y	Y	Y	Y	Y			<b>12-1-0</b>	
<b>9A</b>	CPC - Jenney Pond Park Land Purchase	Y	X	Ch	Y	Y	X	N	N						Y	Y	Y	Y	Y	Y			<b>10-2-0</b>	
<b>9B</b>	CPC - Land off Mayflower St.	Y	X	Ch	Y	Y	X	Y	Y						Y	Y	Y	Y	A	Y	Y		<b>11-0-1</b>	
<b>9C</b>	CPC - Historical Map Restoration	N	X	N	Y	Y	X	N	N						Y	N	N	N	Y	Y	Y		<b>6-7-0</b>	
<b>9D</b>	CPC- Morgan Road Land Purchase	Y	X	Ch	Y	Y	X	Y	N						Y	N	Y	Y	Y	Y			<b>10-2-0</b>	
<b>10</b>	Nuclear Plant Mitigation Stabilization	Y	Y	Ch	Y	Y	Y	Y	X						Y	Y	Y	Y	Y	Y			<b>13-0-0</b>	
<b>11</b>	Update Plymouth Historic District Handbook	X	Y	Ch	Y	Y	Y	Y	Y						Y	X	X	Y	Y	Y			<b>10-0-0</b>	
<b>12</b>	Rescind Unused Borrowing	X	Y	Ch	Y	Y	Y	Y	Y						Y	X	X	Y	Y	Y			<b>10-0-0</b>	
<b>13</b>	Environmental Affairs Fund - Remove Sunset Clause	X	Y	Ch	Y	Y	Y	Y	Y						Y	X	X	Y	Y	Y			<b>10-0-0</b>	
<b>14</b>	Accept Easement - Carver Landing	Y	Y	Ch	Y	Y	Y	Y	Y						Y	Y	Y	Y	Y	Y			<b>14-0-0</b>	

CAPITAL  
IMPROVEMENTS  
COMMITTEE

**TOWN OF PLYMOUTH - FY20 CAPITAL IMPROVEMENT PLAN REQUESTS PRIORITIZED BY CAPITAL IMPROVEMENTS COMMITTEE ON JAN. 11, 2 019, WITH FATM ARTICLES VOTED ON SEPT. 9, 2019, and ATM ARTICLES VOTED ON MAR. 9 2020**

DEPT ACCOUNT	DEPT PRIORITY	DIV. PRIORITY	DEPARTMENT OR SPONSOR	PROJECT DESCRIPTION	COMPONENT COST	PROJECT COST	R A N K	TOWN MANAGER RECOMMENDED PROJECT FUNDING							SOLID WASTE FUND	DEBT	OTHER FUND
								TAX LEVY	FREE CASH	AIRPORT FUND	SEWER FUND	WATER FUND					
422	1		DPW Operations-Maintenar	Fire Station 1-Roof Replacement and Sump Pump		\$483,914	1	483,914									
411	1		DPW Operation-Engineerin	Implementation of EPA General Permit for Stormwater Discharge		\$500,000	2		500,000								
220	2		Fire Department	Firefighting Gear		\$108,000	3		108,000								
220			Fire Department	*Art. 4 - Public Safety Communications Tower		\$500,000	3a		500,000								240,160
220			DPW Operations-Mainte	*Art. 4 - Schematic Design, Feasibility, OPM for 4 Fire Stations		\$500,000	3b		500,000								Insurance Proceeds
427	1		Marine & Environmental	Plymouth Harbor Dredging		\$5,319,500	4		5,319,500								2,500,000
411	1		DPW Operation-Enginein	*Art. 4 - Brook Rd. Bridge Design & Construction		\$2,200,000	4a		2,200,000								1,700,000
492	2		DPW Grounds & Recreatio	Nelson Park Play Structure Replacement		\$339,029	5		339,029								339,029
492	3		DPW Grounds & Recreatio	Elmer Raymond Play Structure Resurfacing		\$137,500	6		137,500								137,500
411	12		DPW Operation-Engineerin	Implementation of ADA Compliance-Ph 1		\$35,000	7		35,000								
220	3		Fire Department	Public Safety Radio System Upgrades		\$87,000	8		87,000								
427	3		Marine & Environmental	+Art. 4 - Harbor Master Patrol Boat		\$300,000	8a										225,000
421	1		DPW Admin	Road Preservation - Article 11		\$5,000,000	9		5,000,000								5,000,000
421	2		DPW Admin	Gravel Road Improvement - Article 12		\$1,000,000	10		1,000,000								
210	1		Police Department	Patrol Rifle Replacement		\$70,543	11		70,543								
422			DPW Operations-Maintenar	Town Building Repair Program:													
	4			Roof Repairs at Various Town Buildings		\$244,102.00											
	5			HVAC Repairs at Various Town Buildings		\$701,122.00											
	6			Electrical/Fire Safety Repairs at Various Town Buildings		\$296,207.00											
300	1		School Department	School Building Repair Program													
1.01			Hedge	Add'l Costs for Exterior Trim and Cupola Repairs & Paint		\$85,000.00											
1.02			West	Replace Windows-1 Pod Per Year-Ph 2		\$105,000.00											
1.03			Hedge	Pave Parking Area		\$85,000.00											
1.04			West	Create Parking Area		\$40,000.00											
1.05			PCIS	Replace IMC Carpet with Vinyl Tile		\$65,500.00											
1.06			PSMS	Sidewalk Asphalt Repairs		\$66,800.00											
1.07			PCIS	Replace Public Address System		\$27,300.00											
1.08			Federal Furnace	Replace Windows-1 Pod Per Year		\$105,000.00											
1.09			Hedge	Remove & Replace Gym Floor		\$37,050.00											
1.10			PCIS	Field Renovations and Chain Link Fence Installation		\$168,402.00											
1.11			Manomet	Interior Patching & Painting		\$80,000.00											
1.12			Indian Brook/South	Install Gym Dividers		\$21,554.00											
1.13			Cold Spring	Restoration of Play Area		\$25,000.00											
1.14			Federal Furnace	Replace Skylights		\$68,500.00											
1.15			Cold Spring	ACM Tile Removal and Install VCT Tile		\$95,000.00											
1.16			Indian Brook	Resurface Gym Floor		\$34,500.00											
1.17			PCIS	Replace Gym Floor		\$191,000.00											
1.18			South	Resurface Gym Floor		\$40,500.00											

**TOWN OF PLYMOUTH - FY20 CAPITAL IMPROVEMENT PLAN REQUESTS PRIORITIZED BY CAPITAL IMPROVEMENTS COMMITTEE ON JAN. 11, 2019, WITH FATM ARTICLES VOTED ON SEPT. 9, 2019, and ATM ARTICLES VOTED ON MAR. 9 2020**

DEPT ACCOUNT	DEPT PRIORITY	DIV. PRIORITY	DEPARTMENT OR SPONSOR	PROJECT DESCRIPTION	COMPONENT COST	PROJECT COST	R A N K	TOWN MANAGER RECOMMENDED PROJECT FUNDING							SOLID WASTE FUND	DEBT	OTHER FUND	
								TAX LEVY	FREE CASH	AIRPORT FUND	SEWER FUND	WATER FUND						
1.19			Federal Furnace	Resurface Gym Floor	\$40,500.00													
411	4		DPW Operation-Engineerin	Relocate Existing Culvert on Hedge Road		\$750,000	14	750,000								750,000		
490	1		DPW Grounds & Recreatio	Crematory - +Art. 4 - Additional Funding for Retort Repairs		\$85,000	14a		48,500							36,500	Past Article	
491	1		DPW Grounds & Recreatio	Cemetery - Water Line and Paving in Vine Hills Cemetery Sections I & K		\$75,000	15	75,000								75,000	Sale of Lots	
492	9		DPW Grounds & Recreatio	Parks - Replace Wooden Beach Ramps		\$28,050	16	28,050		28,050								
138	1		Procurement/IT	Purchase & Implementation of Munis Capital Assets Software		\$45,850	17	45,850		45,850								
492	1		DPW Grounds & Recreatio	Parks - Jenney Grist Mill Lighting		\$495,000	18											
422			DPW Operations-Maintenan	Town Vehicle & Equipment Replacement Program		\$2,476,210	19											
	1	425	FLT	Fuel Efficiency Program	\$283,952													
	2	425	FLT	Replace 1983 Forklift	\$64,334													
	1	420	HY	Replace 2000 6 Wheel Truck H32	\$254,463			254,463		254,463								
	2	420	HY	Replace 1999 6 Wheel Truck H36	\$254,463			254,463		254,463								
	3	420	HY	Replace 1997 Loader	\$218,350			218,350		218,350								
	4	420	HY	Replace 1988 Holder Mower/Sidewalk Plow H332	\$225,716													
	5	420	HY	Replace 2007 Sweeper H304	\$317,345													
	6	420	HY	Replace 2002 Dump Truck H355	\$90,000													
	7	420	HY	Purchase New Compact Skidsteer/Loader	\$34,839													
	8	420	HY	Replace 1995 Holder 325	\$225,716													
	9	420	HY	Replace 1988 Dresser 5-Ton Roller H312	\$85,000													
	10	420	HY	Replace 2006 Dump Truck H346	\$90,000													
	11	420	HY	Replace 2006 Dump Truck H347	\$90,000													
	12	420	HY	Replace 2006 Dump Truck H348	\$90,000													
	4	492	PK	Replace 2010 Truck P22	\$58,982													
	8	492	PK	Replace 1997 Tractor	\$61,495													
	12	492	PK	New Pickup Truck	\$31,555													
300	2		School Department	School Vehicle & Equipment Replacement Program		\$200,500	20											
2.01			DW Facilities	Replace 2006 Utility Truck 945	\$52,000.00													
2.02			DW Facilities	Replace 2002 Rack Truck 940	\$63,000.00													
2.03			DW Facilities	Replace 2008 Ford Explorer	\$36,000.00													
2.04			DW Facilities	Replace Utility Truck 949 (w/o Sander)	\$49,500.00													
411	9		DPW Operation-Engineerin	Town Wide Sidewalk Replacement		\$500,000	21											
427	2		Marine & Environmental	Repairs to Russell Pond Dam		\$400,000	22										Available Funds	
411	5		DPW Operation-Engineerin	Brook Road Bridge Design and Construction		\$1,000,000	23											
411	8		DPW Operation-Engineerin	Document Management System		\$60,000	24											
411	2		DPW Operation-Engineerin	Town Wide Signal Inspection		\$250,000	25											
<b>422</b>	<b>2</b>		<b>DPW Operation-Mainten</b>	<b>*Art. 6 - Renovations to 3 Fire Stations</b>		<b>\$3,000,000</b>	<b>25a</b>	<b>3,000,000</b>								<b>1,607,356</b>	<b>226,714</b>	<b>Old Article</b>
411	11		DPW Operation-Engineerin	Upgrade Three Existing Traffic Signals		\$320,000	26											
492	5		DPW Grounds & Recreatio	Parks - Brewster Gardens Granite Post & Iron Rail Fence		\$80,000	27											
427	2	6	Marine & Environmental	+Art. 4 - Harbor Master Floating Dock & Gangway		\$140,000	27a	140,000										140,000

**TOWN OF PLYMOUTH - FY20 CAPITAL IMPROVEMENT PLAN REQUESTS PRIORITIZED BY CAPITAL IMPROVEMENTS COMMITTEE ON JAN. 11, 2 019, WITH FATM ARTICLES VOTED ON SEPT. 9, 2019, and ATM ARTICLES VOTED ON MAR. 9 2020**

DEPT ACCOUNT	DEPT PRIORITY	DIV. PRIORITY	DEPARTMENT OR SPONSOR	PROJECT DESCRIPTION	COMPONENT COST	PROJECT COST	R A N K	TOWN MANAGER RECOMMENDED PROJECT FUNDING							SOLID WASTE FUND	DEBT	OTHER FUND	
								TAX LEVY	FREE CASH	AIRPORT FUND	SEWER FUND	WATER FUND						
492	10		DPW Grounds & Recreation Parks - Restoration of Benches and Trash Receptacles		\$22,749	28												
491	3		DPW Grounds & Recreation Parks - Burial Hill Cannon Surround Fence		\$60,000	29												
492	6		DPW Grounds & Recreation Parks - Training Green Walkways		\$165,000	30												
491	2		DPW Grounds & Recreation Cemetery - Hearse House Renovation		\$350,000	31												
220	1		Fire Department	Rehab Engine 3		\$47,400	32											
220	1		Fire Department	+Art. 4 - Rehab Engine 3		\$54,400	32		54,400								54,400	Fire Safety Fund
427	1		Marine & Environmental	+Art. 4 - Jenney Pond Dam Engineering/Permitting		\$77,000	32a		77,000								77,000	Environ. Fund
427	4		Marine & Environmental	+Art. 4 - Holmes Dam Sediment Contingency		\$75,000	32b		75,000								75,000	Environ. Fund
492	11		DPW Grounds & Recreation Parks - Billington Street Covered Bridge Plan Design		\$40,000	33												
411	7		DPW Operation-Engineerin	Wicking Well Manomet Ave.		\$180,000	34											
411	3		DPW Operation-Engineerin	Market Street Bridge Repair and Rail Painting		\$200,000	35		200,000								200,000	
<b>422</b>	<b>DPW Operation-Maintain *Art. 4 - Asbestos Management Plan</b>				<b>\$80,000</b>	<b>35a</b>	<b>80,000</b>		<b>80,000</b>									
220	5		Fire Department	Purchase and Equip New Pumping Engine		\$675,000	36											
220	2		Fire Department	+Art. 4 - Purchase and Equip New Pumping Engine		\$675,000	36		675,000								675,000	
411	6		DPW Operation-Engineerin	Bartlett Rd. Bridge Design		\$200,000	37											
427	2		Marine & Environmental	+Art. 4 - Jenney Pond Dredging Engineering/Permitting		\$101,000	37a		101,000								101,000	Environ. Fund
411	10		DPW Operation-Engineerin	FFES Sidewalk Design and Construction (5 phases)		\$3,000,000	38											
492	1		DPW Grounds & Recreation Parks - +Art. 4 - Manomet Recreation Area Irrigation		\$66,838	38a		66,838		66,838								
492	7		DPW Grounds & Recreation Parks - Manomet Recreation Area Parking Lot		\$90,000	39												
220	4		Fire Department	Purchase and Equip New Tow Vehicle		\$36,000	40											
220	3		Fire Department	+Art. 4 - Purchase and Equip New Tow Vehicle		\$40,095	40		40,095								40,095	Fire Safety Fund
210	2		Police Department	Remote Camera Trailer		\$80,000	41											
422	2		DPW Operations-Maintain	New HQ Fire Station-OPM/Designer through Schematic Design		\$1,176,782	42											
<b>422</b>	<b>DPW Operations-Maintain *Art. 7 - Renovations to Fire HQ Station</b>				<b>\$15,000,000</b>	<b>42a</b>												
<b>422</b>	<b>DPW Operations-Maintain *Art. 8 - Construction of New Fire HQ Station</b>				<b>\$30,000,000</b>	<b>42b</b>	<b>30,000,000</b>									<b>30,000,000</b>	<b>Debt Exclusion</b>	
422	3		DPW Operations-Maintain	New Public Works Facility-OPM/Designer through Schematic Design		\$2,170,000	43											
491	3		DPW Grounds & Recreation Cemetery	- Cedarville Fence		\$22,000	44											

**TOWN OF PLYMOUTH - FY20 CAPITAL IMPROVEMENT PLAN REQUESTS PRIORITIZED BY CAPITAL IMPROVEMENTS COMMITTEE ON JAN. 11, 2 019, WITH FATM ARTICLES VOTED ON SEPT. 9, 2019, and ATM ARTICLES VOTED ON MAR. 9 2020**

DEPT ACCOUNT	DEPT PRIORITY	DIV. PRIORITY	DEPARTMENT OR SPONSOR	PROJECT DESCRIPTION	COMPONENT COST	PROJECT COST	R N	TOWN MANAGER							SOLID WASTE FUND	DEBT	OTHER FUND
								A PROJECT FUNDING	A RECOMMENDED PROJECT FUNDING	TAX LEVY	FREE CASH	AIRPORT FUND	SEWER FUND	WATER FUND			
300	3.02		School Department	Indian Brook Roof Replacement		\$1,454,472	45										
300	3.01		School Department	West Roof Replacement		\$1,312,004	46										
427	5		Marine & Environmental	+Art. 4 - Savery Pond Watershed Study		\$38,977	47	38,977								28,977	Environ. Fund
123	1		Town Manager	+Art. 4 - Burial Hill Retaining Wall		\$350,000	48									10,000	Pond Assn.
TOTAL GENERAL FUND PROJECTS					\$86,948,849.50	52,889,074	1,000,000	3,549,913	-	-	-	-	-	-	42,432,356	6,291,805	
60-440	1	DPW Utilities (Sewer)	Collection System Rehabilitation		1,000,000	1	1,000,000									1,000,000	
	1	DPW Utilities (Sewer)	+Art. 4 - WWTP GWDP Modification		130,000	1a	130,000								130,000		
	2	DPW Utilities (Sewer)	Replace 2003 Service Truck		68,777	2	68,777								68,777		
	3	DPW Utilities (Sewer)	Replace 1997 Dump Truck S58		254,463	3	254,463								254,463		
	4	DPW Utilities (Sewer)	Purchase New Pickup Truck S51		31,556	4	31,556								31,556		
	5	DPW Utilities (Sewer)	Cordage Gravity Sewer Interceptor Relocation		1,300,000	5	1,300,000								1,300,000		
	6	DPW Utilities (Sewer)	Nitrogen Optimization Instrumentation		125,000	6											
	7	DPW Utilities (Sewer)	WWTP Groundwater Hydrology Study		145,000	7											
	8	DPW Utilities (Sewer)	Sewer & Drain Line Video Inspection		308,500	8											
TOTAL FOR SEWER					3,363,296		2,784,796								484,796		
61-450	1	DPW Utilities (Water)	Replace 2001 6-Wheel Dump Truck		254,500	1	254,500								254,500		
	2	DPW Utilities (Water)	Stafford Water Storage Tank Restoration		1,750,000	2	1,750,000								1,750,000		
	3	DPW Utilities (Water)	Water Infrastructure		500,000	3	500,000								500,000		
	4	DPW Utilities (Water)	Water Insertion Valves in Downtown Area		750,000	4	750,000								750,000		
	5	DPW Utilities (Water)	Replace 2005 W441 Pickup Truck		31,556	5	31,556								31,556		
	6	DPW Utilities (Water)	New Pickup Truck		31,556	6	31,556								31,556		
	7	DPW Utilities (Water)	Trailer Mount Air Compressor		25,500	7	25,500								25,500		
	TOTAL FOR WATER					3,343,112		3,343,112							1,593,112		1,750,000
65-482	1	Airport	Admin. Building Demolition and Beacon Relocation		234,000	1	234,000								12,000		222,000
	2	Airport	Relocate Taxiway Sierra		2,400,000	2	2,400,000								60,000		2,340,000

**TOWN OF PLYMOUTH - FY20 CAPITAL IMPROVEMENT PLAN REQUESTS PRIORITIZED BY CAPITAL IMPROVEMENTS COMMITTEE ON JAN. 11, 2019, WITH FATM ARTICLES VOTED ON SEPT. 9, 2019, and ATM ARTICLES VOTED ON MAR. 9 2020**

DEPT ACCOUNT	DEPT PRIORITY	DIV. PRIORITY	DEPARTMENT OR SPONSOR	PROJECT DESCRIPTION	COMPONENT COST	PROJECT COST	R A N K	TOWN MANAGER RECOMMENDED							SOLID WASTE FUND	DEBT	OTHER FUND
								PROJECT FUNDING	TAX LEVY	FREE CASH	AIRPORT FUND	SEWER FUND	WATER FUND				
	1	Airport		+Art. 4 - Relocate Taxiway Sierra	75,000	2a	75,000				22,252					52,748	Grant
					<b>TOTAL FOR AIRPORT</b>	<b>2,709,000</b>		<b>2,709,000</b>			<b>94,252</b>						<b>2,614,748</b>
66-433	1	DPW Utilities (Solid Waste)	Manomet Transfer Station Maintenance		200,000	1	200,000								200,000		
	2	DPW Utilities (Solid Waste)	Replace 2005 Truck 820		30,412	2	30,412								30,412		
				<b>TOTAL FOR SOLID WASTE</b>	<b>230,412</b>		<b>230,412</b>								<b>230,412</b>		
				<b>TOTAL FOR ENTERPRISE FUNDS</b>	<b>9,645,820</b>		<b>9,067,320</b>		-	-	<b>94,252</b>	<b>484,796</b>	<b>1,593,112</b>	<b>230,412</b>	<b>4,050,000</b>	<b>2,614,748</b>	
				<b>TOTAL PROJECTS FOR FY20</b>	<b>96,594,670</b>		<b>61,956,394</b>	<b>1,000,000</b>	<b>3,549,913</b>	<b>94,252</b>	<b>484,796</b>	<b>1,593,112</b>	<b>230,412</b>	<b>46,482,356</b>	<b>8,906,553</b>		
185	1	Community Preservation	+Art. 9D - Oak St. School Affordable Housing		475,000	1											
	2	Community Preservation	+Art. 9E - Purchase Land on Roxy Cahoon Rd.		850,000	3											
	3	Community Preservation	+Art. 9F - Restoration of Town Bell		35,000	2											
	1	Community Preservation	*Art. 9A - Jenney Pond Park		751,500	1	751,500								751,500	CPC Funds	
	2	Community Preservation	*Art. 9B - Purchase Property off Mayflower St.		130,000	2	130,000								130,000	CPC Funds	
	3	Community Preservation	*Art. 9C - Restore Historical Maps		22,500	3	22,500								22,500	CPC Funds	
	4	Community Preservation	*Art. 9D - Purchase Property off Morgan Rd.		80,000	4	80,000								80,000	CPC Funds	
				<b>TOTAL FOR COMMUNITY PRESERVATION</b>	<b>2,344,000</b>												

+FATM Articles - Prioritized by CIC September 9, 2019

\*ATM Articles - Prioritized by CIC March 9, 2020

ARTICLE  
SUPPORTING  
DOCUMENTATION

## **ARTICLE 1:**

**ARTICLE 1:** To see if the Town will vote to amend the Classification and Compensation Plans and the Personnel By-Law and Collective Bargaining Agreements contained therein, or take any other action relative thereto.

### **BOARD OF SELECTMEN**

#### **1A - OPEIU MOA**

**RECOMMENDATION:** Approval (7-0-3)

The Advisory & Finance Committee recommends Town Meeting approve Article 1A. Approval of this article would adopt the negotiated MOA for this employee bargaining unit.

#### **1B - Superior Officers JLMC Award**

**RECOMMENDATION:** Approval (7-1-2)

The Advisory & Finance Committee recommends Town Meeting approve Article 1B. Approval of this article would comply with the JLMC decision and authorize the award given to this employee bargaining unit in that decision.

#### **1C - Superior Officers MOA**

**RECOMMENDATION:** Approval (Unanimous, 13-0-0).

The Advisory & Finance Committee recommends Town Meeting approve Article 1C. Approval of this article would adopt the negotiated MOA for this employee bargaining unit.

#### **1D - Patrolmen – JLMC Award**

**RECOMMENDATION:** Approval (11-2-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 1D. Approval of this article would comply with the JLMC decision and authorize the award given to this employee bargaining unit in that decision.

#### **1E – Dispatchers MOA**

**RECOMMENDATION:** Approval (Unanimous, 13-0-0).

The Advisory & Finance Committee recommends Town Meeting approve Article 1E. Approval of this article would adopt the negotiated MOA for this employee bargaining unit.

Article 1 Cost Estimates

<b>Article 1A: OPEIU 3 Year MOA</b>		<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>Total</b>
Annual Salary		120,455	363,770	732,410	1,216,635
Overtime		7,227	21,826	43,945	72,998
Longevity			31,100	34,500	65,600
<b>Total (# of Members 102)</b>		<b>127,682</b>	<b>416,696</b>	<b>810,855</b>	<b>1,355,233</b>

<b>Article 1B &amp; 1C: Superior JLMC Decision for 2018 &amp; 3 Year MOA</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>Total</b>
Annual Salary including Education	52,500	106,045	161,715	326,660	646,920
Overtime	6,300	12,725	19,405	39,200	77,630
Holiday Pay	210	425	647	1,307	2,589
Night Shift	1,575	3,181	4,851	9,800	19,408
Longevity				250	250
<b>Total (# of Members 21)</b>	<b>60,585</b>	<b>122,376</b>	<b>186,618</b>	<b>377,217</b>	<b>746,797</b>

<b>Article 1D: Patrolmen JLMC Decision for 3 Year</b>		<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>Total</b>
Annual Salary including Education		342,030	471,681	603,926	1,417,637
Overtime		40,305	55,583	71,167	167,056
Holiday Pay		1,311	1,807	2,314	5,432
Night Shift		9,910	13,666	17,498	41,074
<b>Total (# of Members 104)</b>		<b>393,555</b>	<b>542,738</b>	<b>694,906</b>	<b>1,631,199</b>

<b>Article 1E: Dispatchers 3 Year MOA</b>		<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>Total</b>
Annual Salary including Education		7,233	21,845	43,978	73,056
Education/Training/Certification Stipend		10,800	10,800	10,800	32,400
Overtime		868	2,621	5,277	8,767
Holiday Pay		29	87	176	292
Night Shift		217	655	1,319	2,192
<b>Total (# of Members 9)</b>		<b>19,147</b>	<b>36,009</b>	<b>61,551</b>	<b>116,707</b>

NOTE: These are estimates and do not reflect actual results. Payment of these amounts for fiscal years 2018, 2019 and 2020 will come from a combination of the 2020 Salary Reserve Fund and current year departmental budgets. The amount estimated for 2021 will be paid from the 2021 Salary Reserve Fund and Police Department Salary line item. Most likely we will have sufficient monies in these locations for next years budget. If not a budget amendment will be requested at the October 2020 Fall Town Meeting. We will have a better idea in late summer if this is needed.

**Memorandum of Agreement for 2018-2021 Collective Bargaining Agreement by and between  
the Town of Plymouth and OPEIU  
December 9, 2019**

The Town of Plymouth and OPEIU hereby set forth this memorandum of agreement (MOA) by which the Town and OPEIU tentatively agree to a successor collective bargaining agreement covering the period of July 1, 2018 to June 30, 2021 as follows with the agreement subject to ratification by OPEIU and by the Select Board, and subject to Town Meeting affirmative vote:

1. FY19 2% COLA to be processed as soon as practicable upon ratification.  
FY20 2% COLA to be processed as soon as practicable upon ratification.  
FY21 2% COLA.

In exchange, OPEIU accepts the following health insurance language regarding the Compensation Study:

*In recognition of OPEIU's position that there is a priority on preserving current health insurance benefits over salary increases, OPEIU and the Town agree the HRS Compensation and Benefits Study (Study) is satisfied upon the signing of this agreement. The parties acknowledge that this agreement is completed by making no changes to health insurance benefits for active employees, retirees and/or future employees through June 30, 2021. OPEIU and the Town also agree that by making no changes to health insurance benefits until after June 30, 2021, there will be no additional actions and/or salary adjustments made as a result of the Study through the timeframe of this agreement.*

This shall not be incorporated into the CBA.

2. The Town will adjust the longevity table commencing in year 2 of the CBA.

Years of Service	Longevity Pay	
5	\$100	\$400
10	\$150	\$600
15	\$250	\$900
20	\$500	\$1200

3. Add the following language to Article 15.01 (Holidays)

*In recognition that the Day After Thanksgiving amounts to 4.5 hours for Town Hall employees, Town Hall employees shall be entitled to one (3.0) hour Floating Holiday for 37.5 hour/week employees and one (3.5) hour Floating Holiday for 40 hour/week employees, per*

*fiscal year to be used within 6 months of the Day after Thanksgiving or the time shall be forfeited.*

This shall be implemented in year 2 of the CBA

4. Bereavement Leave – the language shall be deleted and replaced with the following to take effect upon Town Meeting approval.

*Emergency leave up to four days may be allowed for death in an employee's immediate family; wife, husband, domestic partner, mother, father, child, brother, or sister, mother-in-law, father-in-law, grandparents, grandchildren, sister-in-law and brother-in-law, son-in-law or daughter-in-law, step-parent, step-child or step-sibling. Leave up to four days may be allowed for the death of a household member who is not an immediate family member. Leave of one day may be allowed for less than immediate family members. Bereavement leave shall begin with the date of death unless other arrangements are made with the department head.*

5. Employees hired on or after July 1, 2011, shall be entitled to one day off, equivalent to 7.5 hours or 8 hours (depending on work schedule), during the duration of this contract only. This paid day off shall be used on or before June 30, 2021. This benefit shall terminate as of June 30, 2021.

Executed:

Town of Plymouth, Date: 1/7/20

OPEIU, Date: 12/19/17

## Board of Selectmen:

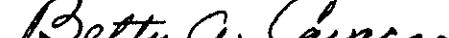
**OPEIU Representatives:**

16th Street

Kathleen Cole

Sulaghi M. Jafre

Pearl M. Sears

Betty A. Cavacco  


Jones Dog  
John G.

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**IN THE MATTER OF INTEREST ARBITRATION BETWEEN:**  
**TOWN OF PLYMOUTH, MA**  
**AND**  
**PLYMOUTH POLICE SUPERIOR OFFICERS' ASSOCIATION**  
**JOINT LABOR-MANAGEMENT COMMITTEE**  
**FOR POLICE AND FIRE**  
**JLMC# 18-6653**

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**INTEREST ARBITRATION AWARD**

**ARBITRATION PANEL**

**Bonnie J. McSpirit, Neutral Arbitrator, Chair**

**Frank Frederickson, Management Committee Member**

**Michael Perreira, Labor Committee Member**

**FOR THE TOWN OF PLYMOUTH**

**Attorney David Jenkins, Town Counsel, Kopelman & Paige Law, PC**

**FOR THE PLYMOUTH POLICE SUPERIOR OFFICER ASSOCIATION**

**Attorney Susan Horwitz, Sandulli Grace, PC**

**Attorney James Racine, Sandulli Grace, PC**

**HEARING DATE**

**September 12, 2019**

**PANEL MEETINGS/CONFERENCE CALLS**

**December 18, 2019**

## **TABLE OF CONTENTS**

<b>Background</b>	<b>Page 2</b>
<b>Characteristics of the Town of Plymouth and the Superior Officers' Bargaining Unit</b>	<b>Page 2</b>
<b>Bargaining History</b>	<b>Page 3</b>
<b>JLMC Certified Issues</b>	<b>Page 9</b>
<b>Comparables</b>	<b>Page 9</b>
<b>Statutory Criteria Guiding Interest Arbitration</b>	<b>Page 9</b>
<b>Ability to Pay</b>	<b>Page 10</b>
<b>Issue #1: Article XXIV – Wages and Appendix D – Economic Wage Reopener</b>	<b>Page 17</b>
<b>Issue #2: Article XVII –Health and Welfare Insurance</b>	<b>Page 25</b>
<b>Summary of the Award</b>	<b>Page 26</b>

## **BACKGROUND**

### **Characteristics of the Town of Plymouth, the Police Department and the Superior Officers' Bargaining Unit**

The Town of Plymouth (Town or Plymouth) is located on the southeastern coast of Massachusetts in Plymouth County. It is bordered by Bourne to the southeast, Wareham to the southwest, Carver to the west, Kingston to the north and Duxbury at the land entrance of Saquish Neck.<sup>1</sup> The Town is the oldest town in Massachusetts and one of the oldest town in the country in that it was established in 1620 when the Pilgrims arrived from England on the Mayflower. Plymouth is primarily a residential community; however, one of its largest tax payers is the Pilgrim Nuclear Power Station (Power Station). The Power Station, which has been providing 6% of the tax base, has been decommissioned and its reactor was shut down in May 2019. The Town, as of May 9, 2019, was ". . . negotiating a successor payment-in-lieu-of-taxes (PILOTS) agreement to sunset these payments steadily during the next three to five years. Currently, PILOTS include \$9 million for fiscal year 2018 and \$8.5 million for fiscal 2019". (UX7B)

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<sup>1</sup><https://www.google.com/search?q=is+plymouth+ma+in+plymouth+county&oq=Is+Plymouth+Ma+in+Plymouth+C&aqs=chrome.3.69i57j33l4.18319j1j7&sourceid=chrome&ie=UTF-8>, December 6, 2019.

Pursuant to the Department of Revenue, Division of Local Services Data Base (UX7C) in 2015, Plymouth had a population of 58,890 residents residing in approximately 103 square miles (UX7A) and 506 road miles (2013). It is the largest municipality in Massachusetts. The Town's tax levy for FY2019 was primarily supported by residential property taxes, which is \$174.8 million or 66.40% of income revenue. The remaining revenue came from State Aid - \$34.9 million or 13.25%, Local Receipts - \$42.2 million or 16.04% and Other Available Funds \$11.3 million or 4.31 for total income revenue of \$263.2 million. The FY2019 Levy Limited is \$178.6 million and the Excess Levy Capacity is \$3.87 million. The FY2020 preliminary estimates for property taxes is \$183.65 million, which is \$8.89 million or 5.04% over FY2019. (TX2) It is estimated that the Excess Levy Capacity in FY2020 will be \$1.87 million, which is \$2.54 million less than FY2019. (TX2)

At the beginning of FY 2019, Plymouth's Free Cash was \$5,686,497, the FY2018 Stabilization Fund was \$10,055,440 and the FY2019 Overlay Reserves was \$1,140,937. In 2015, Income per Capita was \$34,950 and Equalized Valuation per Capita in 2016 was \$165,672. In FY 2019, the Town's residential, commercial, industrial and personal property tax rate was \$16.54. The average single family tax bill in FY 2018 was \$5,831. The average assessment of a single-family home was approximately \$ 354,936 and in 2016 the unemployment rate was 4.0%.

The Plymouth Police Department consists of a Chief, 2 Captains, 7 Lieutenants, 13 Sergeants and 80 Patrol Officers. The Superior Officers' bargaining unit represents the Sergeants and Lieutenants as the Patrol Officers are represented by the Plymouth Police Brotherhood. The Department budget for FY2018, the last year of the current agreement was \$10.769 million, which was 10% over FY2017. Fiscal Year 2019 was \$12.133 or 12.7% over FY2018. For FY2020 Town Meeting approved \$12.645 million, which is 12.7% over FY 2019. (UX7F)

### **Bargaining History and Town/School Compensation and Benefits Study**

The Town of Plymouth and the Plymouth Police Superior Officers' Association (Union or PPSOA) are Parties to a collective bargaining agreement (Agreement) effective July 1, 2015 to June 30, 2018. To understand the history of the Parties' contractual dispute, it is necessary to review the Parties' bargaining history for this Agreement in conjunction with the Town's decision to perform a town-wide compensation study.

In the spring 2015, the Town and the Union began bargaining for a successor Agreement to the July 1, 2012 –June 30, 2015 Agreement. Union witness, Massachusetts Coalition of Police Business Agent Claire Schroeder (BA Schroeder) stated during negotiations one of the Union's main issue concerned rank differentials because the differentials in the Plymouth Police Department were very inconsistent. BA

Schroeder stated there was a lot of discussion between the Parties regarding this issue and the Union submitted documents to demonstrate their concern on June 30, 2015 (UX3C). On August 4, 2015, the Union offered a proposal that called for a 25% rank differential between the Sergeant's base wage and the top step/senior Patrolman base wage and a Lieutenant's base wage and a Sergeant's. (UX3E)

While the Parties were negotiating, the Town decided to conduct a town-wide compensation and classification study and the proposal was present to the Town's Advisory and Finance Committee on September 2, 2015. The Town's Director of Human Resources Melissa Brinkmann (HR Brinkmann) presented the study proposal and the minutes of the Advisory and Finance Committee (UX4A) reported she stated the following:

The Town is proposing a comprehensive study to evaluate salaries for all positions within the Town and Schools for both internal equity as well as comparison externally to similar communities to ensure salaries are at the proper level. We would like to ensure we can offer competitive salary packages that attract and retain talent. In a constantly changing economic climate, keeping the Town thriving requires staying in tune with the climate. Salary survey analysis identifies incumbents who are paid significantly less than the market, providing an opportunity to make adjustments over time to bring those salaries up to a competitive level. It can also identify any areas where a position may be getting overpaid and allow to control costs and make any adjustments. There may also be positions that are being paid at the proper level and there would not be a need to make any changes. The survey will be conducted by a third party, with no association with the Town. . . . The Town is currently struggling with recruitment at all levels so we need to look at all the pieces.

A motion was made to recommend the study to Town Meeting and it was passed.

Plymouth informed the Union of their plans to perform the compensation study at some point after the study was passed by the Advisory and Financial committee. Ms. Schroder stated once the Town decided to perform the wage study they were not interested in making any rank differential wage adjustments until the study was completed and would only discuss a COLA adjustment that was equally applied across the bargaining unit. On September 29, 2015, the Town rejected the Union's 25% rank differential proposal and BA Schroder said, although the Union continued to raise their concern about rank differential and offered proposals, Plymouth's former Assistant Town Manager Derek Brindisi made it clear there would be no wage adjustments for Sergeants and Lieutenants until the wage study was completed.

To move forward, BA Schroder said the Parties discussed placing an economic wage reopeners into the Agreement for when the wage study was completed, the Town drafted the reopeners language, PPSOA Union agreed to the language and it was included in the Parties' March 17, 2016 Memorandum of Agreement (UX3I) as follows:

#### Appendix D – ECONOMIC REOPNER AGREEMENT

Upon completion of the Classification and Compensation study, the Plymouth Police Superior Officers Association may request the Town to reopen contract negotiations. The Town shall agree to reopen negotiations to consider the classification and compensation of the Plymouth Police Superior Officers Association.

In addition, to the economic wage reopeners, the Superior Officers received the following cost of living increases:

FY16 (effective July 1, 2015) increase of 2%

FY17 (effective July 1, 2016) increase of 2.5%

FY18 (effective July 1, 2017) increase of 3%.

On April 11, 2016, Plymouth put out a Request for Proposal (RFP) for the study (UX4C), which stated the following in pertinent part:

... a comprehensive compensation analysis to (1) evaluate salaries, including step increases or similar raises, (union and non-union employees) for internal equity and develop recommendations for improvements; and (2) compare the Town's salaries and benefits (Including but not limited to vacation time, sick time, personal time, holidays, health insurance) to peer communities salaries and benefits with the objective of demonstrating how Plymouth can offer competitive packages that attract and retain talent.

\* \* \*

The general objectives of the study were:

- To develop a peer community list that can be used exclusively for comparing compensation and other benefit plans,
- To physically show where Plymouth's total compensation plan lies in comparison to other peer communities; and
- To develop recommendations that will assist Plymouth in offering competitive pay and benefits plans in comparison to other municipal employees...

\* \* \*

It is anticipated that the comprehensive report will include: a recommended list of comparable municipalities to use as the Town's "Peer Communities" in terms of salaries and benefits; a recommended compensation and benefits plan with salary ranges for all positions that will provide internal equity; a display of where Plymouth's total compensation and other benefits plan falls in comparison to other per communities with recommendations on how that could be changed to further attract and retain talent . . .

The Town awarded the RFP to Human Resources Services, Inc. (HRS) and HRS consultants began the study promptly; however, unexpectedly the study was not completed until the last year of the Agreement on August 25, 2017. (UX4F).

Lieutenant James LeBretton (President LeBretton or LT LeBretton), who was previously the President of the Plymouth Police Brotherhood (patrol officers) and currently is the President of PPSOA, received the Compensation and Benefits Study on or about August 30, 2017 from Town Manager Melissa Arrighi (Town Manager Arrighi or Ms. Arrighi). The Study stated that a "comprehensive wage and benefits survey was conducted" and the "comparable communities were chosen based on a set of criteria by the Town . . . and they included a cross-section of communities throughout the Commonwealth that provided the best match for the positions". (UX4F, p.6.) The Study in Section 5 – Classification and Pay Plans – Town reported:

Overall the Town's classification structure has not drastically changed in this study, however, the accompanying compensation plans have fallen somewhat out-of-sync with the market and are in need of updating. Consideration of the external market as well will benefit the organization in a number of ways. A competitive pay structure will allow the Town of Plymouth to be an effective recruiter in the market place, contribute to a reduction in employee turnover, and set the precedence to offer comparable base salaries for positions.

The Study in Section 8 made 14 recommendations; those that are pertinent to this Interest Arbitration follow:

8.1 The salaries/wages of the positions significantly below the entry levels need to be brought into line with the new ranges provided. Salary adjustments need to be made to these positions as soon as possible in order to avoid turn-over or poor morale. . . If it is too costly to do in one fiscal year, then the Consultants recommend a two-year implementation process. . .

\* \* \*

8.4 In particular wages for police officers . . . appear to be somewhat lower as compared to the overall market. This is the case when looking at total other compensation for police officer. . . Continually paying below market could be problematic for recruitment, retention and moral of employees. At a minimum, these positions should match the market benchmarked.

\* \* \*

8.10 All union positions need to go through the collective bargaining process. It is important for management and unions to work together in a fair and equitable manner for implementation of the proposed plans and pay ranges. Nothing can be unilaterally adopted without union input. (UX4F)

Currently, Sergeants and Lieutenants have a four step wage matrix. The July 1, 2017 base salary for Sergeants is \$63,488 and their maximum salary is \$71,313. There is a 12.3% range between the minimum and maximum. The Lieutenants have a base salary of \$75,115 and a maximum salary of \$85,205. The range between the minimum and maximum steps is 13.4%. The Study proposed to broaden the wage matrix by doubling the number of steps to eight with a range spread of 23% for Sergeants and 24.1% for Lieutenants. In addition, the Study proposed a rank differential between

Sergeants and Patrol Officers and Lieutenants and Sergeants to be 22%. The Study also advised the Town not to cut employee's wages when placing them on the new pay plans but place the employee at or above their closest pay rate.

President LeBretton reviewed the Study and over a period of several months corresponded with HR Brinkmann asking questions about the report. This correspondence resulted in the report being corrected several times; however, one outstanding issue that was not resolved concerned the amounts used for Plymouth and the comparable communities regarding Education Incentive on pages 82 and 83 of the Study.<sup>2</sup> The Town's position was Sergeant and Lieutenant maximum Quinn rates for education incentive should be used over new hire rates because that is the rate all the Superior Officers received. The PPSOA believed the new hire rates should be used because the Study specifically stated that is the rate they considered, i.e. School Education Maximum Pay/New Hire. (UX 4F, p. 9)

The Town's final version of the Study (UX4K, pp.82-83) the Education Incentive category was titled School Education Maximum Pay as the reference to new hires was eliminated. For both Sergeants and Lieutenants the maximum Quinn rates of \$21,394 and \$24,817 respectively were listed. As for the Sergeants and Lieutenants comparables, the new hire rates were still listed the same as the original study (UX4F, pp.82-83) in that Barnstable, Bourne, Charlton, Marshfield listed new hire rates and Billerica and Weymouth listed maximum Quinn rates. Taunton's rate for Education was the same for new hire and Quinn.

VP Bonasera presented an Analysis of Town Compensation and Benefits Study to Account for Alternate Education Incentive Programs (UX5A) at the interest arbitration hearing.<sup>3</sup> Sgt. Bonasera explained since the Study was not comparing new hire to new hire or maximum Quinn to maximum Quinn rates there were inaccuracies in the Town's final study (UX4F, pp.82-83). As a result, the disparities were underestimated between Plymouth's Sergeants and Lieutenants total compensation, including benefits, and the comparable communities, whether new hire or maximum Quinn rates were used.

On January 9, 2018, President LeBretton emailed Plymouth's Town Manager Arrighi to activate the Economic Reopener Agreement and requested that a meeting be scheduled. (UX6B) Lt. LeBretton said he did this because the Parties agreed once the Study was completed both sides would come back to the table in the hopes to fix the wage disparity that everyone had previously acknowledged in the prior round of

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<sup>2</sup> Pages 82 and 83 was a chart listing the comparable communities used in the Study and listed what compensation benefits Sergeants and Lieutenants received beyond wages.

<sup>3</sup> VP Bonasera's analysis only concerned the education incentive as none of the rates for the other compensation categories were altered.

negotiations. Given the result of the Study, the Town now had the data to justify a wage adjustment. Initially, President LeBretton and the former Vice President of PPSOA met with the Assistant Town Manager for a short meeting. On February 20, 2018, Lt. LeBretton and other Union negotiating members met with HR Director Brinkmann and other Plymouth negotiating members at the first bargaining session to discuss the Study and the need for a wage adjustment for Sergeants and Lieutenants. The Union explained after reviewing the Study it was clear the Superior Officers were underpaid given there was a disparity with comparable communities and PPSOA wanted to close the wage gap.

At the meeting, the Union proposed to eliminate the current four step salary schedule and implement a percentage wage increase. President LeBretton believed the Town was open to the concept but they wanted to look at it. When Plymouth came back from their caucus they said the Town was not in favor of removing the steps in their entirety because of the cost and the impact on other bargaining units. The Town said they wanted to see a broadening of the steps rather than eliminating them. The Parties discussed ways to implement the study data into the current steps or possibly implementing the eight step salary matrix proposed in the Study. The Town wanted to meet again and they would be prepared with a proposal.

At the second meeting, the Town said they had met with the Board of Selectman and they did not want to move forward with any type of wage adjustment under this reopeners and would only talk wages in the next contract. PPSOA told the Town they had a legal obligation to bargaining under the reopeners and expected a proposal as promised in the first meeting. Plymouth did not offer a proposal, the meeting ended and the Parties did not meet again. Subsequently, the Union filed at the JLMC and the JLMC exercised jurisdiction. The Parties participated in mediation but a resolution of their Agreement was not reached.

The Parties met with the tripartite interest arbitration panel on September 12, 2019, where the Parties were afforded a full and fair opportunity to be heard and present evidence. The witnesses below were sworn in and placed under direct and cross examination:

Town

Lynn Barrett, Director of Finance

Union

Lieutenant James LeBretton, President of Plymouth Police Superior Officers' Association  
Sergeant John Bonasera, Vice President of Plymouth Police Superior Officers' Association

Claire Schroder, Business Agent, Massachusetts Coalition of Police

Post hearing briefs were filed and members of the arbitration panel met on December 18, 2019.

### **JLMC Certified Issues**

At the JLMC 3A hearing, the Town submitted the following issues:

1. Premium Step
2. Dental, Long Term Disability and Life Insurance Contribution Splits

The Association submitted the following issues:

1. Wages
2. Wage Step Schedule

### **Comparables**

For external comparables, the HRS Consultants, working in conjunction with the Town and without input from PPSOA, selected Barnstable, Billerica, Bourne, Charlton, Marshfield, Taunton and Weymouth for both Sergeants and Lieutenants as the comparable communities. The Town of Falmouth was added as a comparable community for Lieutenant. The Panel used all the external comparable communities identified in the Study except for the Town of Charlton. The Panel excluded Charlton because it is substantially smaller than Plymouth with a population of 13,406, square miles of 42.18 and road miles of 155.92.<sup>4</sup> In addition, Charlton's Police Department is significantly smaller than the Town with 3 Sergeants and an estimated 14 Patrol Officers.<sup>5</sup> In addition, the Panel used all the Study's Benefits Survey for the Town of Plymouth – Police Union (UX4F, p.103) and the Town's final revised comparative wage and benefits (UX4K, pp. 82-83) to compare Plymouth wages and benefits, i.e. total compensation, to the comparables.<sup>6</sup>

### **Statutory Criteria Guiding Interest Arbitration**

Chapter 589 of the Acts of 1987 sets criteria to guide interest arbitration awards for police and fire. These criteria are the financial ability of the town to meet costs; the

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<sup>4</sup> [https://www.townofcharlton.net/DocumentCenter/View/1054/PB\\_Charlton-Report-9-15-16\\_Lynne-Sweet-PDF?bidId=](https://www.townofcharlton.net/DocumentCenter/View/1054/PB_Charlton-Report-9-15-16_Lynne-Sweet-PDF?bidId=), December 18, 2019.

<sup>5</sup> <https://www.townofcharlton.net/directory.aspx?did=10>, December 18, 2019.

<sup>6</sup> Note: The Panel did not use the data from the Benefits Survey for the Town of Plymouth – Police Union (UX4F, p.103) for Mansfield because in the Town's final revised comparative data (UX4K, pp. 82-83) they used Marshfield and not Mansfield.

interests and welfare of the public; the hazards of employment, physical, educational and mental qualifications, job training and skills involved; comparative wage and employment conditions with employees performing similar services and with other; decision and recommendation of factfinder, if any; employees generally in public and private employment in comparable communities; the cost of living; the overall compensation currently received by employees, including direct wages and fringe benefits; any changes of the foregoing circumstances during the pendency of the dispute; such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, factfinding, arbitration or otherwise between parties, in the public services or in private employment; and the stipulation of the parties.

In addition to the criteria above the Panel believes that interest arbitration is a conservative process therefore, novel and untried solutions and/or proposals that seek a significant change from a mature Agreement are rarely awarded. The Panel has rendered this Award after considering the Parties' proposals in conjunction with all the criteria listed above.

### **Ability to Pay**

In December 2017, the Moody's Bond Rating was Aa2 and the Standard and Poor's (S & P) Bond Rating was AA+/Stable. Specifically in the Standard and Poor's, Town of Plymouth, Massachusetts: General Obligation; Note (UX7A) dated May 24, 2018. (UX7A) the following was reported:

The rating reflects our opinion of the following factors for Plymouth, specifically its:

- Very strong economy, with access to a broad and diverse metropolitan statistical area (MSA);
- Strong management, with "good" financial policies and practices under our Financial Management Assessment (FMA) methodology;
- Strong budgetary performance, with a slight operating surplus in the general fund and break-even operating results at the total governmental fund level in fiscal year 2017;
- Very strong budgetary flexibility, with an available fund balance that we expect will improve in the near term from its fiscal 2017 level of 15.0% of operating expenditures;
- Very strong liquidity, with total government available cash at 33.3% of total governmental fund expenditures and 6.4x government debit service, and access to external liquidity we consider strong;
- Weak debit and contingent liability position, with debt service carrying charges at 5.2% of expenditures and net direct debt that is 66.6% of total government fund revenue, and a large pension and other postemployment benefit (OPEB) obligation and the lack of a plan to

- sufficiently address the obligation, but overall low net debt at less than 3% of market value; and
- Strong institutional framework score.

### **Very strong economy**

\* \* \*

Plymouth continues to plan for the closure of Pilgrim Nuclear Station (Entergy Nuclear), scheduled for no later than June 2019. Although the plant is the Town's largest tax payer (representing 6% of the tax base), we do not believe the closing will have significant impact on the local economy, as the town is in ongoing negotiations with Entergy to develop a successor PILOT agreement to steadily sunset these payments over the next three to five years. Currently PILOTs include \$9 million for fiscal year 2018 and \$8.5 million in fiscal 2019. At the same time, we believe revenue from new growth and additional taxing capacity under the levy limit will mitigate the impact of the plant's closure on the town's finances. In addition, the town established a Special Purpose Nuclear Mitigation fund to reduce the impact on the tax levy during the decommissioning of the power plant, totaling \$4.89 million as of June 30, 2017.

Given the town's recent and prospective commercial and residential development, which continues to support healthy tax base growth, we expect our evaluation of Plymouth's economy to remain very strong.

\* \* \*

### **Outlook**

The stable outlook reflects our opinion that Plymouth will maintain its strong budgetary performance and flexibility. Strong management practices, along with the town's diverse and growing economy, help support the financial performance and lend additional stability to the rating. We do not expect the rating to change without our two-year outlook period.

The Standard and Poor's, Town of Plymouth, Massachusetts: General Obligation; Note dated May 9, 2019 (UX7B), followed the same findings as in 2018 and the rating remained at AA+/Stable. The Note states the following:

- Very strong economy with access to a broad and diverse MSA;
- Strong management, with good financial policies and practices under our Financial Management Assessment (FMA) methodology;
- Strong budgetary performance, with balanced operating results in the general fund and a slight operating surplus at the total government fund level in fiscal 2018;
- Very strong budgetary flexibility, with an available fund balance in fiscal 2018 of 15% of operating expenditures;
- Very strong liquidity, with total government available cash at 18.8% of total governmental fund expenditures and 2.9x government debt service, and access to external liquidity we consider strong;

- Weak debt-and-contingent liability position, with debt service carrying charges at 6.4% of expenditures and net direct debt that is 77.4% of total governmental fund revenue, and a large pension and other postemployment benefit (OPEB) obligation and the lack of a plan to sufficiently address the obligation, but low overall net debt at less than 3% of market value; and
- Strong institutional framework score. (UX7B, p. 3)

### **Outlook**

The stable outlook reflects S&P Global Ratings' opinion Plymouth will likely maintain strong budgetary performance and, at least, strong budgetary flexibility. We believe strong management practices and the town's diverse and growing economy help support financial performance, providing additional rating stability. Therefore, we do not expect to change the rating within our two-year outlook period.

Plymouth's FY2018 Report on Examination of Basic Financial Statement (UX7P) provided the following financial information:

#### **Financial Analysis of the Governmental Funds**

As noted earlier, the Town used fund accounting to ensure and demonstrate compliance with the finance-related legal requirements.

**Governmental funds.** . . . As of the end of the current year, governmental funds reported combined ending fund balances of \$60.6 million, a decrease of \$18.8 million in comparison with the prior year. This decrease is primarily attributable to \$24.9 million of capital expenditures offset by the receipt of \$2.0 million of capital grants related to MSBA reimbursements related to the high school project, the sale of assets of \$632 thousand, the receipt of a BAN premium of \$235 thousand and the timing of the receipt versus the expenditure of grant funds.

The *general fund* is the chief operating fund. At the end of the year, unassigned fund balance of the general fund totaled \$27.0 million which is comprised of four components: a general fund balance of \$10.4 million and a stabilization fund balance of \$16.6 million (this includes the general stabilization fund balance of \$10.1 million, the Nuclear Plant Mitigation stabilization fund balance of \$4.9 million and the Pavement Management Plan Stabilization fund balance of \$1.6 million). Assigned fund balance, which represents amounts designated for the 2019 budget as well as amounts that have been reserved for the use of liquidating prior period purchase orders and contracts totaled \$4.4 million. Committed fund balance, which represents the Town's various capital articles, totaled \$5.6 million. Fund balance Restricted relates to \$1.7 million restricted for future debt service. As a measure of the general fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. At year-end, unassigned fund balance equaled 11.0% of total general fund expenditures, while total fund balance equaled 15.8% of the same amount. (p. 9)

\* \* \*

### **Pension and Other Employee Benefits Financial Highlights**

The Plymouth Contributory Retirement System (the System) was established to provide retirement benefits to Town employees, the Town Housing Authority employees, and their beneficiaries. The System is presented using the accrual basis of accounting and is reported as a pension trust fund in the fiduciary fund financial statements. At the end of the year, the System had accumulated net position of \$177.7 million. This represents an increase of \$22.6 million from the previous year. The increase was the result of favorable market conditions that resulted in a net change in fair value of investments of \$24.9 million offset by an increase in retirement benefits.

The Other Postemployment Benefit Trust fund (the Trust) was established during 2012 to account for assets relating to the pre-funding of the Town's Other Postemployment Benefit liability. During 2018, the fund reported \$944 thousand of employer contributions and earned \$228 thousand in investment income resulting in accumulated net position of \$3.8 million at the end of the year. (p.10)

\* \* \*

### **NOTE 2 – PROPERTY TAX LIMITATION**

The amount that can be raised by the Town tax levy is governed by Proposition 2 ½. The gross tax levy for 2018 was \$162,811,487, which was \$7,976,950 less than the levy limit allowable for the year as computed under Proposition 2 ½. (p.35)

### **NOTE 10 - STABILIZATION FUND**

Massachusetts General Law Ch.40 §5B allows for the establishment of Stabilization funds for one or more different purposes. The creation of a fund requires a two-thirds vote of Town Meeting and must clearly define the purpose of the fund. Any change to the purpose of the fund along with any additions to or appropriations from the fund requires a two-thirds vote of Town Meeting.

At year end, the balance of the General Stabilization Fund is \$10,055,440 and is reported as unassigned fund balance within the General Fund. During 2018, the fund earned \$36,787 of investment income. The general stabilization fund balance can be used for general and/or capital purposes upon Town Meeting approval.

At year end, the balance of the Nuclear Plant Mitigation Stabilization Fund is \$4,917,051 and is reported as unassigned fund balance within the General Fund. During 2018, the fund earned \$27,171 of investment income. The Nuclear Plant Mitigation Stabilization fund balance can be used for general and/or capital purposes upon Town Meeting approval. . . (p.51)

\* \* \*

### **Note A – Stewardship, Compliance and Accountability**

#### **A. Budgetary Information**

. . . The original 2018 approved budget authorized approximately \$224.0 million of

appropriations and other amounts to be raised. During 2018, the Town meeting also approved appropriation increases totaling approximately \$10.9 million. (p. 79)

### **Union's Position for Ability to Pay**

PPSOA argued the Town has the ability to pay for their proposal based on UX 7A- 7R. Specifically, the Standard and Poors Town of Plymouth, Massachusetts: General Obligation; Notes dated May 24, 2018 (UX7A) and May 9, 2019 (UX7B) rates Plymouth at AA+/Stable. The rating is supported by the fact that Plymouth has a strong economy, strong management financial policies and practices, a strong budgetary performance with balanced operating results in the general fund and a slight operating surplus at the total government-fund level in FY2018 and has very strong liquidity. Also, DOR's DLS At A Glance Report for Plymouth (UX7C) establishes that the Town has cash reserves of \$16. 88 million to pay for the Union's proposal. In addition, as presented in the Town's FY2019 Official Statement (UX7P, p. 25), PPSOA maintains that "Plymouth is enjoying a steady and healthy increase in tourism and that the residential real estate market remains very strong".<sup>7</sup>

Plymouth's argument that the closing of the Power Station will have an extreme impact on the Town's ability to pay is meritless given the S & P Notes that state there will not be a significant impact because of the successor PILOTs Plymouth has negotiated with Entergy Nuclear of \$9 million for FY2018 and \$8.5 million in FY2019. Also, the S & P Note for May 9, 2019 discussed that new growth, i.e. a projected 1,120 new housing unit to be completed during FY2020 and FY2021, and additional taxing capacity under the levy limit will mitigate the effect of the plant's closure on finances. In addition, although the excess levy capacity has been decreasing over several fiscal years, the Union contends that the Town can pay a wage adjustment by drawing from available monies in Free Cash, the Stabilization Fund and the Overlay Reserve.

The Union has also reduced the impact of implementing their proposal by making it effective on July 1, 2017 instead of July 1, 2015. Furthermore, the cost of the proposal is lessened because it is spread out over four years by adding four steps and proposing a reduction in the first four steps of the current Agreement. As a result, the total cost of the proposal on base salary is only \$19,317 and no Superior Officer will reach the top step in this Agreement. Finally, the Town has included employees in their costing of PPSOA's proposal that have retired or received promotions removing them from the bargaining unit. When these positions are filled, the incumbents will be placed at a lower salary than those who have departed. The Union argued, "By improperly including them in the calculation, the Town's documents over-inflate the cost to the

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<sup>7</sup> Union Brief, p. 25.

Town of implementing the Union's proposal. As such, they do not constitute substantial evidence supporting the Town's claim that the cost of implementing the Union's proposal would be prohibitively high.<sup>8</sup>

PPSOA maintains that the Panel should find that Plymouth has the ability to pay and award their proposal. However, the Union reminds the Panel, if they believe PPSOA's current proposal is not proper there are other means to provide a wage adjustment, e.g. adding new steps to the current wage matrix, increasing the rate of the current four steps and/or adopting a combination of both. Having said this, the Union believes the Panel's award should move the Superior Officers' wages closer to the average wage rate of the comparable communities, which is \$80,225 for Sergeants and \$94,627 for Lieutenants.

### **Town's Position for Ability to Pay**

The Town argued that they do not have the ability to pay for the unreasonable and excessive wage proposal presented by the Union. Director of Finance Lynne Barrett's (Director Barrett) cost analysis set forth in TX3-TX7 demonstrated that the Union's proposal is not \$19,317 but almost double that figure at \$37,417 because PPSOA's cost does not account for other compensation benefits, e.g. education incentive and overtime pay, that are derived off of the base salary. In FY2019, the total compensation cost increases significantly when another step is added with or without a 2% cost-of-living increase (COLA), i.e. without a COLA the pay increase would be \$164,622 (TX5) and with a 2% COLA increase would be \$210,099 (TX6). Overall this results in Superior Officers receiving across-the-board wages increase of 6% over the next two years and an additional 3% in the third year for more than half of the bargaining unit who had not reached the new top step.

Plymouth contends they cannot pay for the wage increases and/or the change in the wage matrix for several reasons. First, the decommissioning and shut down of the Power Station has created financial uncertainties. Director Barrett said without rebuttal that the Town was forced to take a conservative approach to fiscal management because of the likelihood the tax revenue from the Power Station would be dramatically reduced. Second, the Union's argument that free cash can be used to fund the wage adjustment they are seeking is irrelevant. The Department of Revenue (DOR), Division of Local Services, defines free cash:

... a revenue source which results from the calculation, as of July 1, of a community's remaining, unrestricted funds from operations of the previous

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<sup>8</sup> Ibid. p. 26.

fiscal year based on the balance sheet as of June 30. It typically includes actual receipts in excess of revenue estimates and unspent amounts in departmental budget line-items for the year just ending, plus unexpended free cash from the previous year

... Under sound financial policies, a community would strive to generate free cash in an amount equal to 3-to-5 percent of its annual budget ... As a non-recurring revenue source, a prudent use of free cash would be to fund one-time expenditures, a capital purpose or to replenish other reserves. If projected as a revenue source to support the ensuing year's operations, the amount used would be restricted to a percentage of total free cash.<sup>9</sup>

Given that a wage adjustment is a recurring expense then based on DOR definition it cannot be used for that purpose.

Third, PPSOA's contention that the Town's stabilization fund can be used to pay for their wage proposal is also immaterial. According to Massachusetts General Laws, Chapter 40, Section 5B municipalities can establish a special reserve fund and the monies appropriate into the fund can be transferred from one FY into the next. However, the townspeople control the establishment of a fund, if money is appropriated into a fund and it can be used for other intentions with a two-thirds vote. According to DOR:

Stabilization funds allow a town to save money for future years or avoid borrowing for capital projects. For example, towns often fund such items as fire trucks or building repairs from these funds. Use of a fund avoids having to incur debt and saves the interest cost of borrowing.<sup>10</sup>

Based on the above, the Panel should conclude that Plymouth does not have the ability to for PPSOA's extreme proposal to adjust the Superior Officers' wages.

## **Discussion**

Clearly, the S & P Notes of May 24, 2018 and May 9, 2019 (UX7A and UX7B) overwhelming support the Town has the ability to pay. This information is discussed in detailed above so it will not be reiterated here but the Panel highlights the following points to back up our determination Plymouth has the ability to pay. One, the Town has a strong economy despite the fact that the Power Station, which is the largest taxpayer,

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<sup>9</sup> Town Brief, p. 19.

<sup>10</sup> A Guide to Financial Management for Town Officials, 19, Massachusetts Department of Revenue <http://www.mass.gov/dor/docs/dis/pub1/misc/town.pdf>; Town Brief, p.9

will be steadily decreasing payments Plymouth. Two, the Town was also proactive to lessen the impact of decommissioning the Power Station by establishing a Special Purpose Mitigation Fund of \$4.89 million. Three, Plymouth has a strong management structure that provides good financial policies and procedures and follows recommended guidelines to maintain that good financial standing. Four, the Town has a strong budgetary performance in FY2018 by having a balanced operating result in the general fund of 0.1% of the expenditures and a slight surplus across all governmental funds of 1.1% of expenditures. Five, real estate and personal property taxes generated 68.8% of the general fund revenue and property tax collections have averaged 98% for the last three years. Six, financial officers are predicted there will be another surplus in FY2019.

Seven, Plymouth's budgetary flexibility is very strong because of available FY 2018 fund balances of 15% of the operating expenditures or \$37 million. Eight, the Town is maintaining a 3.8 million unused levy capacity in FY2019, which is about 1.5% of the general funds expenditures. Per the S & P Note, unused levy capacity is viewed as additional operating flexibility because the levy can be raised without an operating override. Nine, Plymouth's liquidity is very strong considering that available cash is 18.8% of the total governmental-fund expenditures and 2.9x governmental debt service in FY2018. Ten, the S & P Note expressed concern over the Town's weak debt-and-contingent-liability profile and specifically it sees the large pension and OPEB obligations as a credit weakness because Plymouth does not have a plan to address the obligation. Despite this concern, S & P does not expect to change the AA+/Stable rating during FY2020 and FY2021.

Although, the Panel understands that portions of available cash should not be used for recurring expenditures such as wage adjustments, the Panel determined given that the Town has an S & P AA+/Stable rating, a strong economy, a FY 2018 and FY2019 surplus and available cash then Plymouth has the ability to pay a reasonable wage adjustment, if it is determined by the Panel that is appropriate.

## **ISSUE #1**

### **ARTICLE XXIV WAGES AND APPENDIX D**

### **ECONOMIC WAGE REOPENER**

#### **Current Language**

A. Wages: The wage schedule is replaced with Appendix A.  
Salaries to reflect COLA increases:

FY16 (effective July 1, 2015) increase of 2%  
FY17 (effective July 1, 2016) increase of 2.5%  
FY18 (effective July 1, 2017) increase of 3%

#### **Appendix D – Economic Wage Reopener**

Upon completion of the Classification and Compensation study, the Plymouth Police Superior Officers Association may request the Town to reopen contract negotiations. The Town shall agree to reopen negotiations to consider the classification and compensation of the Plymouth Police Superior Officers Association.

#### **Union Proposal**

1. Effective July 1, 2017

A. Since the Pay Plan is based on the FY 2017 wages and therefore does not include the 3% wage increase that was effective July 1, 2017, it is necessary to increase all steps on the Proposed Pay Plan by 3% before moving the bargaining unit officers onto the new Pay Plan. Then place each member of the bargaining unit on the new step from the Town of Plymouth Compensation and Benefit Study (page 39) with the 3% update, that is equal to or greater than their current step as identified in the current (2015-2018) collective bargaining agreement as of July 1, 2017.

B. The difference in salary (retroactive pay) shall be paid to each member in a separate check at the first available pay period after agreement.

2. Effective July 1, 2017

Remove the current wage schedule from Appendix A of the current collective bargaining agreement and replace it with the Wage Schedule (Pay Plan) from page 39 of the current Town of Plymouth Compensation and Benefits Study with the 3% July 1, 2017 increase included.

3. Effective June 30, 2018

Remove Step 1 of the pay plan and renumber so that Step 2 becomes the new Step one and changes all others to have a 7 step plan. This is to guarantee that when someone is promoted they receive a wage increase.

4. In addition, anyone promoted since June 30, 2018 shall also be placed on the Pay Plan step that is equal to or greater than the step the member was placed on at the time of his/her promotion as identified in the current Superior Officers collective bargaining agreement as of July 1, 2017. This guarantees that no one has their pay rate reduced as a result of being promoted or as a result of the new pay plan.

### **Town Proposal**

Effective June 30, 2018 add to the CBA language the establishment of a “premium” step (2) percent higher than the current senior step for each rank, and effective for each bargaining unit member who has completed a minimum of seven (7) years in that rank. This premium step will be applied to the employee on their regular step raise month (either July or January) in FY19. This 2<sup>nd</sup> senior step is not retroactive and will not be implemented until FY19.

### **Union Position**

#### **Premium Step:**

PPSOA argued that the Town’s proposal should not be awarded because it only impacts six employees at the top step of the current schedule and the Study clearly found that when a compensation wage comparison of Plymouth Superior Officers is made with the comparable communities all Sergeants and Lieutenants are paid significantly less. Therefore, an equitable wage adjustment should be across-the-board. The Union contends their proposal is more equitable because it is based on the results of the Study and increases the wages of Sergeants 4% and Lieutenants 10% while Plymouth’s proposal only 2% higher than the current top step of each rank. Furthermore, the proposal is prospective to FY2019 and does not deal with the reopeners.

#### **Wage Proposal:**

The Study’s findings and recommendations supports PPSOA wage proposal for the following reasons:

1. The Study found that all police officers’ wages were lower as compared to the comparable communities even when considering total compensation. The Study stated, “At a minimum, these [police officer] positions should match the market benchmarked”. (UX4F, p.22)
2. Despite the fact that the Education Incentive figures were not resolved, the Study still recommended that a new wage matrix be implemented to address the disparity between the Superior Officers and the comparable communities. The Study’s wage matrix reflects the Study’s finding that significant wage increases are warranted, specifically at the top step for Sergeants and at all steps for Lieutenants.
3. The Study’s base salary and benefits charts of the average of the comparable communities demonstrates the Town’s Sergeants base salary is \$8,912 or 12.5% lower. For Lieutenants the Base salary is \$11,904 or 14.3% lower. Even when all the benefits are taken into account in the Study’s final reversion of the compensation and

benefits charts on pages 82 and 83, Sergeants are paid \$1,544 or 1.5% lower and Lieutenants are paid \$2712 or 2.4% lower than the comparables.

4. The Union acknowledged the Study found employee benefits are above average to the comparables but the Study still proposed the wage increases and the 8 step plan, which is the basis for the Union's proposal. PPSOA argued "... the benefits received by the Plymouth Superior Officers may be up to par, but this does not obviate the need for the wage increases proposed by the Study and by the Union to address the wage disparities.<sup>11</sup>

With regard to the Union's wage proposal they put forth the following arguments to support the proposal:

1. Based on data in UX5A, pp. 9, 10, 12 and 13, the Union contends that the Town's final version of total compensation (UX4K) underrepresents what Plymouth Sergeants and Lieutenants make when equated to the comparable communities. Hence, the Town's contention that the Study does not support PPSOA's proposal because the benefits received by the Superior Officers balance out their base wages, which are behind the comparable market, is meritless and Plymouth did not present data to back up their claim.
2. The Union argued that there must be some adjustment to the Study's recommendations to meet the goals and analysis of the Study and to reflect actual events. The Study was clear that the wage adjustment occur as soon as possible to avoid turnover and poor morale.
3. The Town's contention that the 3% is a new proposal that should not be considered and/or the panel does not have jurisdiction over is meritless. PPSOA argued "... the 3% COLA increase be included along with the adoption of the 8 step Pay Plan constitutes no more than a clarification of the Union's proposal when actually applied in the current landscape"<sup>12</sup>.
4. Plymouth's argument that PPSOA's proposal is a radical structural change is irrelevant because it adds steps where the Town's proposal also adds a step. Furthermore, contrary to Plymouth's research there is a JLMC decision where two additional steps were awarded to a wage schedule in City of Taunton, JLMC 09-17F (2011)
5. In any event, the reopener, which was proposed and drafted by the Town and accepted by the Union, was bargained so Plymouth could receive the results of the Study.

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<sup>11</sup> Union Brief, p. 19-20.

<sup>12</sup> Ibid. p.20.

## **Town Position**

The Town argued that PPSOA's proposal is not properly before the Interest Arbitration Panel for two reasons. One, the Union inappropriately filed at the JLMC for a petition for jurisdiction over the Town's objection because the parties had not reached impasse and the Town had fulfilled their obligations under the July 1, 2015 - June 30, 2018 Agreement. Two, at the 3A hearing PPSOA stated their wage increase was the same wage increase the Study recommended. However, on September 5, 2019<sup>13</sup>, the Union emailed an updated wage adjustment that included an additional 3% COLA increase. This is regressive bargaining, which constitutes bad faith and the Union's data does not justify the proposed increases. Plymouth contends PPSOA cannot change their proposal on a certified issue after the 3A hearing. To allow a party to change their position "... severely prejudice the Town's ability to arbitrate the proposed wage increase, and has the potential to bind the Town to terms neither the JLMC or the Town contemplated when the 3A hearing was held and the issues were certified for arbitration".<sup>14</sup>

The Town argued PPSOA provided Agreements (UX5B) from the comparable communities to support their purported July 1, 2017 maximum salary but the pay and benefit rates are either incorrect or not supported by the Agreements and documents submitted in five out of the seven comparables for Sergeant and five out of the eight comparables for Lieutenants. (UX5A) Consequently, the Union's attempt to establish that Plymouth is behinds the comparables in maximum salaries is meritless. Also, the Union's data ignored the fact that the Superior Officers received a 3% COLA increase on July 1, 2017; a significant increase that was not received by the comparable communities in FY2018. Given that the maximum salary data is incorrect Plymouth maintains PPSOA's data regarding education incentive is also unreliable and does not support the Union's position.

To counter the Union's position that the maximum base salaries of Superior Officers are lower than the comparable communities, the Town argued that they provide better than average insurance benefits for the Superior Officers when equated to the comparable communities. The Study established that Plymouth pays more for health insurance than any other community excluding Boston. Plymouth provides Deferred Compensation by matching 15% of an employee's weekly contribution for all employees who contribute. In FY2018, the 15% amounted to a maximum of \$ 2,738 and this figure increases annually with the IRS maximum contribution. None of the comparable communities provides this significant benefit. In addition, the Town offers more vacation leave time than most of the comparable communities. Superior Officers receive 30

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<sup>13</sup> At the Interest Arbitration Hearing the Parties stipulated that the Union's modified proposal was delivered to the Town on September 5, 2019.

<sup>14</sup> Town Brief, p. 7.

days of vacation, which is more than four out of seven communities for Sergeants and five out of eight communities for Lieutenants.

The Town requests that the Panel not impose a radical change to the Parties compensation structure by adopting a wage matrix that has not been negotiated between by the Parties. It has long been accepted by JLMC panelists that interest arbitration is a conservative procedure where panels do not impose drastic changes offered by either unions or employers. Plymouth contends the adoption of an eight step wage matrix is a radical departure from the existing wage scale that only the Superior Officers would acquire and the impact between the Town and other bargaining units/nonunionized employees would be drastic.

The Town contends the Panel does not have sufficient information to conclude that Superior Officers' wages rates are not equivalent to comparable communities. Such a radical change to the wage matrix at a time when Plymouth has declining tax revenues and nothing to replace the revenue is untenable. Finally, there is JLMC precedent not to unilaterally award a drastic change in a wage matrix without the Parties having the ability to bargain over the issue. Therefore, the Town respectfully requests the Panel to award the Town's proposal.

## **Discussion**

After reviewing all the evidence and arguments of the Parties, the Panel has made the following determinations. First, we believe that total compensation, which includes benefits, should be used in the overall analysis of what is a reasonable compensation for Superior Officers. Having determined this, we do not find that deferred compensation should be added into total compensation here because employees do not receive the benefit automatically. Instead, Officers elect to open a deferred compensation account and the Town matches 15% of the employee's weekly contribution without exceeding the IRS maximum yearly, regular contribution. Some Sergeants and Lieutenants may elect to do this while others do not and the evidence did not establish that all Superior Officers elected the deferred compensation benefit.

Second, Plymouth's contention that they provide better than average health insurance benefits than the comparables was not supported by the evidence. The Town consistently referenced that they contributed 77.5% of the health insurance but on June 30, 2018 the premium costs for Plymouth and the employees changed to a 75%/25% split. When you compare the 75%/25% split with the information contained in the Study's comparable Benefits Survey for the Town of Plymouth – Police Union

(UX4F, p.103), Bourne is below at 50%/50% split and Billerica is 68%/32% for the family plan but is 88%/12% for an individual, Bourne and Taunton have the same split as Plymouth and Weymouth is higher at 80%/20%.

Third, regarding paid vacation leave<sup>15</sup>, between year 16 and 20 years of service, Taunton offers the most leave at 42 days. Weymouth and Billerica offer the same number of days as Plymouth, while Falmouth offers 22 days and Barnstable and Bourne offers 20 days. Therefore, the Town offers more days then three comparables; however, the average amount of days between the comparables is 25.6 vacation days, which is the same as Plymouth. Looking at over 20 years of service, again Taunton has the most leave with 49 days and Plymouth comes in second by offering 26 days at year 20 and then adds an additional vacation day every subsequent year. Barnstable, Billerica and Weymouth offer 25 days and Bourne offers 20 days. Therefore, the Town offers a better vacation leave benefit and more compensation then five out of the six comparable communities.

Fourth, the Panel considered the Town's argument that the Union's data in 5A was incorrect or not supported by the comparable Agreements and found their argument to be irrelevant for two reasons. One, Vice President Bonasera said the only figures he changed on UX5A were the Educational Incentive pay rates. All the other compensation and benefit figures remained as the Study reported out in the original report (UX4F, pp. 82-83), the first revised report (UX4I, pp. 82-83), the second revised report (UX4J, pp. 82-83), on the Town's final revised report (UX4K, pp. 82-83) and on UX5A. If Plymouth has an issue with the minimum/maximum pay rates or benefit pay rates being incorrect the answer lies with the Study's HRS consultants who researched and acquired the rates. Two, although the Panel acknowledges PPSOA's position that comparing new hire to new hire or maximum to maximum education incentives is more appropriate than comparing a mixture of new hire and maximum education incentives comparables, the Panel chose to use the Study's data found in the Town's final revised

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<sup>15</sup> UX4F, p. 103 – The communities of Barnstable, Billerica, Bourne, Taunton and Weymouth were used because they are included in the Study's total compensation data (UX4K, pp. 82-83). Mansfield's data was not used because it was not included in UX4K, pp. 82-83.

total compensation comparison. (UX4K, pp. 82-83) Hence, even if the Union's data on minimum and maximum salary rates and/or benefits is incorrect, the Town's figures and rates were used by the Panel for determining total compensation.

Fifth, the Panel concluded when using the Town's total compensation data (UX4K, pp. 82-83), excluding the Town of Charlton because it is an improper comparable community as explained in the Background/Comparables section above, Sergeants lagged by 4.8% and Lieutenants lagged by 5.9% behind the comparables. The Town argued that these percentage lags are not true because health insurance and vacation leave are not added in. The Panel finds this argument is irrelevant because these same benefits are received by the comparables but they are also not included in the Study or on UX4K, pp. 82-83 in a monetary fashion. Therefore, the Panel finds these lags are true because an "apples to apples" comparison has been made. Based on this, the question becomes so what happens now?

Obviously, the Parties seeks to have their wage proposal awarded and after considering both proposals the Panel rejected them. As the Town argued and this Panel believes interest arbitration is a conservative process and Parties should not expect that novel and untried solutions and/or proposals that seek a significant change from a mature Agreement will be awarded. We understand that the Study found that the wages of Sergeants and Lieutenants were lower than the comparables and they recommended that the Town implement a new wage matrix. However, the Study also noted that "[A]ll union positions need to go through a collective bargaining process" and "[I]t is important for management and unions to work together in a fair and equitable manner to implementation of the proposed plans and pay ranges. . ." (UX4F, p.24)

Implementing a new wage matrix, despite the Town's Study recommending it, is a significant change that should not be awarded in an interest arbitration. If a new wage matrix is to be implemented it must occur through the give and take of negotiations. The Panel also believes the Town's proposal to establish a premium step is not appropriate when the step does not affect all the Superior Officers and the Study did not differentiate between Superior Officers on the top step and all other Superior Officers.

Instead, the Study discussed that the wages of all police officers were lower than the market and depicted the problem in UX4K, pp. 82-83.

Having said this, based on the Study's findings, recommendations and data the Panel determined we has sufficient information to award a 3.5% COLA increase for all Sergeants and Lieutenants retroactive to July 1, 2017. The Panel awards the increase in an effort to bring the Superior Officer's FY2017 maximum annual base salary up in the last year of the Agreement -FY2018- and decrease the lag between Plymouth's Superior Officer and the comparables. As to the Town's argument that the Union inappropriately filed at the JLMC for a petition for jurisdiction because the parties had not reached impasse and the Town had fulfilled their obligations under the July 1, 2015 - June 30, 2018 Agreement. The JLMC, following the process set forth in the statute, invoked jurisdiction, held a 3A hearing and appointed this Panel to resolve the Parties' contractual dispute. The Panel has followed their charge and completed their responsibilities.

### **Award**

**Effective July 1, 2017 a retroactive 3.5% COLA increase shall be implemented.**

### **ISSUE #2**

#### **ARTICLE XVII – HEALTH AND WELFARE INSURANCE**

#### **DENTAL, LONG TERM DISABILITY AND LIFE INSURANCE COST SPLITS**

##### **Current Language**

The Parties agree that effective July 1, 2016 the contribution for employee health, welfare and insurance plans will be based on a rate of 77.5% contribution by the Town and 22.5% contribution by the employee. Effective June 30, 2018 the contribution will be based on a rate of 75% contribution by the Town and 25% contribution by the employee.

Long Term Disability and dental plans at a 80/20 contribution rate are offered to those employees who choose the Point of Service (POS) Plan. In addition, employees who elect the LTD option relinquish two contractual benefits – annual sick leave incentive (Article XXXI) and retirement sick leave buyback (Article XXX) and have their accumulation of sick days as provided in Article VIII, section 1(A), reduced from 1700 hours to 1530 hours.

Note: With regard to Life Insurance there is no language in the Agreement; however, the parties agreed in the Memorandum of Agreement for the July 1, 2015 to June 30, 2018:

Life Insurance increased to \$15,000 for active employees (this is not to be incorporated into the new CBA and will take effect as soon as practicable)

### **Town Proposal**

Effective June 30, 2018, or as soon thereafter as practicable, the Dental Insurance and Long Term Disability and Life Insurance contribution splits will match the health insurance contribution splits.

### **Union Proposal**

No change to the current splits for Dental, Long Term Disability and Life Insurance.

### **Town Position**

None

### **Union Position**

The Union is not opposed to this concept as long as other bargaining units have made the change. Therefore, the Union is willing to change the split to 75% to 25% prospectively if and when the other unions have made the change.

### **Discussion**

The Panel determines there is no compelling reason to change the contribution splits for Dental, Long Term Disability and Life Insurance.

### **Award**

**The current contract language shall remain as status quo.**

### **Summary of the Award**

#### **Issue #1: Article XXIV – Wages and Appendix D – Economic Wage Reopener**

**Effective July 1, 2017 a retroactive 3.5% COLA increase shall be implemented.**

#### **Issue #2: Article XVII –Health and Welfare Insurance**

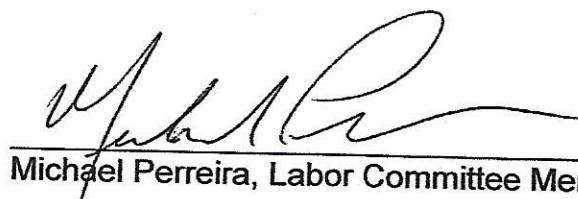
**The current contract language shall remain as status quo.**

  
\_\_\_\_\_  
Bonnie J. McSpirit, Neutral Arbitrator, Chair

12/20/19  
Date

  
\_\_\_\_\_  
Frank Frederickson, Management Committee Member

12/20/19  
Date

  
\_\_\_\_\_  
Michael Perreira, Labor Committee Member

12/20/19  
Date

**Plymouth Police Superior Officers Association**  
**CBA 2019-2021 Negotiations**

**Memorandum of Agreement**

This Memorandum of Agreement is entered into by and between the Town of Plymouth (Town) and the Plymouth Police Superior Officers Association (Union).

Whereas, the Town and the Union are parties to a Collective Bargaining Agreement for the period of July 1, 2018 through June 30, 2021; and

Whereas, the Town and the Union have, pursuant to MGL. Ch.150E, negotiated the terms of this agreement.

Now, therefore, the parties agree to the following:

*\*Language in red italicized indicates changed or added language in the CBA*

**1.) Mental Health Day**

A new article will be added to the collective bargaining agreement with the following language:

**Article XL**

**Mental Health Day**

*Effective July 1, 2020*

*A. Annual Mental Health Day*

- 1. In recognition that members of the bargaining unit may witness stressful and traumatic situations during their duties for the Town of Plymouth or in their personal life, it is agreed a Superior Officer may benefit from speaking with a behavioral health professional (BHP) on an annual basis.*
- 2. The purpose of the behavioral health visit is to:*
  - a. Encourage Superior Officers to seek assistance in dealing with the psychological effects and stressors which they may witness during their duties;*
  - b. Encourage stress reduction practices;*
  - c. Promote overall health and well-being;*

- d. *Incentivize Superior Officers to speak with a BHP on a regular basis, therefore making speaking with a BHP a more routine event thus reducing the stigma associated with seeking assistance from a BHP.*
- 3. *Any Superior Officer who attends and participates in an annual voluntary behavioral health physical with a behavioral health professional shall have the time charged as paid Mental Health hours and will not be required to work their normally scheduled hours on the day of the visit;*
  - a. *When the Superior Officer schedule's a mental health physical with a Behavioral Health Professional, they shall notify the Chief at least 72 hours in advance. The Superior Officer must provide proof of the physical as soon as possible after to including:*
    - i. *The date of the behavioral health consultation;*
    - ii. *The name and contact information of the certifying behavioral health professional;*
    - iii. *Confirmation the Superior Officer attended and participated in the behavioral health consultation.*
  - b. *The Superior Officer shall be responsible for any costs associated with the behavioral health consultation, including copays if the Superior Officer's health insurance is used.*
  - c. *Sick leave pursuant to Article VIII (Sick Leave) will not be used for attending a behavioral health consultation for the sole purpose of having a behavioral health physical pursuant to this article.*
  - d. *For the purposes of this section, a behavioral health professional shall be defined as any licensed practicing:*
    - i. *Psychiatrist*
    - ii. *Psychologist*
    - iii. *Licensed Independent Clinical Social Worker (LICSW)*
    - iv. *Licensed Mental Health Counselor (LMHC)*
- 4. *A Superior Officer who fails to provide proof of physical to the Chief shall have the day off charged as vacation or, if the Superior Officer has no additional vacation, charged as other paid time off to be determined at the discretion of the Chief of Police.*
- 5. *Anything discussed during the behavioral health consultation shall be kept in confidentiality in the following manner:*

- a. *All conversations, records, recordings, or other documents resulting from the behavioral health consultation will be subject to physician-client privilege and will not be provided to the Town without the expressed consent initiated by the Superior Officer;*
  - b. *The Town may contact the behavioral health professional to confirm the date and attendance of the Superior Officer and credentials of the professional. The Town may not request any further information pertaining to the behavioral health consultation;*
  - c. *The behavioral health consultation shall not be a substitute for a fitness for duty examination. Any questions pertaining to a Superior Officer's fitness for duty shall be addressed pursuant to Article VIII (Sick Leave) and/or other applicable articles in the collective bargaining agreement and determined by the appropriate fitness for duty examination if provided for.*
6. *It is agreed participation in a behavioral health consultation under this article is on a strictly voluntary basis. Nothing in this article shall be so construed as to compel a Superior Officer to participate as such compulsion would be antithetical to its purpose.*

2) **Bi-weekly Pay**

Payroll may be moved to a bi-weekly basis when practicable and after all other unions have agreed to the same. This language will not be incorporated into the collective bargaining agreement.

3) **Family Sick Leave**

Amend Article VIII- Sick Leave in the following manner:

Move the last sentence in the article into a newly created section 7.

Add after the last sentence in the article the following language:

*Effective as soon as practicable following April Town Meeting 2020, the use of sick leave for a family member will be allowed in excess of five (5) days when used on approved FMLA or Parental Leave Act.*

To result in the following language:

7. Superior Officers shall be allowed to take five (5) sick days annually for family sick leave. *Effective as soon as practicable following April Town Meeting 2020, the use of sick leave for a family member will be allowed in excess of five (5) days when used on approved FMLA or Parental Leave Act.*

4) **Drug and Alcohol Testing**

The Town and Union will continue to negotiate the drug and alcohol testing policy. The policy will be implemented on July 1, 2020 or as soon as negotiations for the policy language are completed. The drug and alcohol testing policy shall be incorporated into the collective bargaining agreement.

5) **Pro-Rated Benefits for Unpaid Leave**

Amend Article XXVIII - PRO-RATED BENEFITS in the following manner:

- A. Take all current language and move under newly created section titled:

*Section 1:*

- B. Amend the newly created Section 1 as follows:

Remove the words "or without" from the first sentence in subsection "A" as follows:

- A. *Superior Officers who are absent from duty on a long-term basis (with or without compensation except for Superior Officers who are receiving sick leave compensation pursuant to Article VIII) shall have certain benefits pro-rated according to the amount of time that they are absent from work during a fiscal year.*

- C. Add the following section and language after the newly created Section 1:

*Section 2:*

- A. *Superior Officers who are absent from duty without compensation from the Town shall not accrue or earn the following benefits during the absence:*

1. *Clothing Allowance pursuant to Article V- Uniforms and Equipment*

2. *Sick Leave pursuant to Article VIII- Sick Leave*

3. *Vacation pursuant to Article XXI- Vacation*

- B. *In the event pro-ration per subsection A(3) above results in a balance of less than a full day (8.5 hours) of Vacation Leave, the Town shall pay the Officer the value of the partial day of Vacation Leave. The payment shall be included in the first pay period of the*

*fiscal year in which the Vacation Leave is granted or as soon as practicable thereafter. The pro-rated balance less than 8.5 hours cannot be carried over to subsequent fiscal years for future use.*

- C. Section 2 shall not apply to any Superior Officer who is absent from duty without compensation due to Military Leave pursuant to Article XXXVII- Military Leave*
- D. Section 2 shall take effect as soon as practicable following April Town Meeting 2020. Any Superior Officer who is absent from duty without compensation prior to implementation shall continue to be subject to the provisions of Section 1 of this article. The Town shall notify the Union, in writing, upon implantation.*

**6) Longevity Pay**

- A. Amend Article XXVI – Longevity Pay in the following manner:

Add to the chart at the end of Section “A.” an additional step at 10 years in the amount of \$250 to read as follows:

<u>Years of Service</u>	<u>Longevity Payment</u>
<i>10 years</i>	<i>\$250</i>
15 years	\$450
20 years	\$600
25 years	\$800
30 years	\$1,050

- B. The Town and Union agree this additional step will not take effect until July 1, 2020. This language in Section B will not be incorporated into the collective bargaining agreement.

**7) HRS Compensation and Benefits Study Satisfaction Statement**

The Town and the Union agree to the following language; however, it will not be incorporated into the collective bargaining agreement:

*"The Plymouth Police Superior Officers Association and the Town agree the HRS Compensation and Benefits Study (Study) is satisfied upon the signing of this agreement. The parties acknowledge that this agreement is completed by making no changes to health insurance benefits for active employees, retirees and/or future employees through June 30, 2021. The Plymouth Police Superior Officers Association and the Town also agree that by making no changes to health insurance benefits until after June 30, 2021, there will be no additional actions and/or salary adjustments made as a result of the Study through the timeframe of this agreement."*

**8) Uniforms and Equipment Clothing Allowance**

Amend Article V- Uniforms and Equipment in the following manner:

Increase the clothing allowance by \$150 (to \$1,000 total) on July 1, 2020 by inserting at the end of the first paragraph of the article, following the words "...of each year.", the following language:

*Effective July 1, 2020, this amount shall increase to \$1,000 per year.*

To result in the following language:

Effective July 1, 2016, each member of this group will be given Eight Hundred-Fifty (\$850) dollars per year for the replacement, cleaning and/or maintenance of uniforms and equipment. The check shall be issued during the first pay period in July of each year.

*Effective July 1, 2020, this amount shall increase to \$1,000 per year.*

**9) Night Shift Differential**

Amend Article XXV – Night Shift Differential in the following manner:

Increase the night shift differential by 0.5% (to 6% total) on July 1, 2020 by inserting at the end of the second sentence ending in "...annual base salary." and before the third sentence beginning with "This differential shall..." the following language:

*Effective July 1, 2020, this amount shall increase to 6%.*

To result in the following language:

Officers are eligible to be paid compensation in addition to their base salary for working regular shifts between the hours of 3:30 p.m. and 8:00 a.m. All officers who are regularly assigned to a shift between those hours shall be paid additional compensation in the amount of 5.5% of the officers' annual base salary. *Effective July 1, 2020, this amount shall increase to 6%.* This differential shall not be used in the calculation of the officers' overtime rate of compensation. This differential shall not be paid for any eligible hours or shift for which the officer does not work or during any eligible hours or shift for which the officer is receiving overtime compensation. All other provisions of the benefit as outlined shall remain intact.

## **10) Cost of Living Allowance**

Amend the collective bargaining agreement as follows:

- A. Amend **Article XXIV- Wages** by removing the COLA increase chart in Section A and replacing the COLA increase chart to reflect 3 annual increases of 2% per annum as follows:

*~~FY 16 (effective July 1, 2015) increase of 2%~~  
~~FY 17 (effective July 1, 2016) increase of 2.5%~~  
~~FY 18 (effective July 1, 2017) increase of 3%~~  
~~FY 19 (effective July 1, 2018) increase of 2%~~  
~~FY 20 (effective July 1, 2019) increase of 2%~~  
~~FY 21 (effective July 1, 2020) increase of 2%~~*

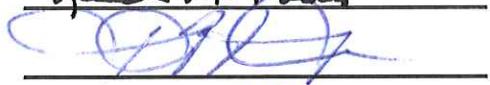
- B. Remove Appendix A from the collective bargaining agreement and replace with new wage scales reflecting the 3 annual increases of 2% per annum for both ranks.
- C. Wages shall be retroactive to July 1, 2018 to be paid to each officer as soon as practicable.

## Article XXXVIII

### Execution of Agreement

Witness these hands and seal of the Town of Plymouth acting through its Board of Selectman, hereunto duly authorized, and the Plymouth Police Superior Officers Association (Union) of the Plymouth Police Department.

Town of  
Plymouth

  
  
Karen V. Tracy  
D. R. J.  
  
Sulaym Joyce

Date: \_\_\_\_\_

Plymouth Police Superior Officers  
Association

Date: \_\_\_\_\_

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**IN THE MATTER OF INTEREST ARBITRATION BETWEEN:**  
**TOWN OF PLYMOUTH, MA**  
**AND**  
**PLYMOUTH POLICE BROTHERHOOD**  
**JOINT LABOR-MANAGEMENT COMMITTEE**  
**FOR POLICE AND FIRE**  
**JLMC #19-7242**

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**INTEREST ARBITRATION AWARD**

**ARBITRATION PANEL**

**Bonnie J. McSpirit, Neutral Arbitrator, Chair**

**Frank Frederickson, Management Committee Member**

**Michael Perreira, Labor Committee Member**

**FOR THE TOWN OF PLYMOUTH**

**Attorney Jared M. Collins, Town Counsel, Kopelman & Paige Law, PC**

**Attorney David C. Jenkins, Town Counsel, Kopelman & Page Law, PC**

**FOR THE PLYMOUTH POLICE BROTHERHOOD**

**Attorney Leigh Panettiere, Sandulli Grace, PC**

**Attorney James Racine, Sandulli Grace, PC**

**HEARING DATE**

**January 29, 2020**

**PANEL MEETING**

**February 24, 2020**

## TABLE OF CONTENTS

<b>Background</b>	<b>Page</b>	<b>2</b>
<b>Characteristics of the Town of Plymouth and the Patrol</b>		
<b>Officers' Bargaining Unit</b>	<b>Page</b>	
<b>Bargaining History</b>	<b>Page</b>	
<b>JLMC Certified Issues</b>	<b>Page</b>	
<b>Comparables</b>	<b>Page</b>	
<b>Statutory Criteria Guiding Interest Arbitration</b>	<b>Page</b>	
<b>Ability to Pay</b>		<b>Page</b>
<b>Issue #1: Article XXXII–Duration Clause</b>		<b>Page</b>
<b>Issue #2: Article XXIV–Wages-COLA Increases &amp; Step Increases</b>		<b>Page</b>
<b>Issue #3: Article IV–Special Leave</b>		<b>Page</b>
<b>Issue #4: Article IX–Sick Leave – Limiting Days for Family Illness</b>		<b>Page</b>
<b>Issue #5: Article IX–Sick Leave–LWOP No Sick Leave Accrual</b>		<b>Page</b>
<b>and Article XIX–Vacation–LWOP No Vacation Accrual</b>	<b>Page</b>	
<b>Issue #6: Article XII–Court Time</b>		<b>Page</b>
<b>Issue #7: Article XX–Educational Incentive Pay</b>		<b>Page</b>
<b>Issue #8: Article XXV–Night Shift Differential</b>		<b>Page</b>
<b>Issue #9: Article XL–Medical Stipend- New-Hazardous Duty Stipend</b>		<b>Page</b>
<b>Issue #10: New-Bi-Weekly Payroll</b>		<b>Page</b>
<b>Summary of the Award</b>		<b>Page</b>

## NOTE TO PARTIES

The Panel for the Patrol Officers' bargaining unit were composed of the same panelists who issued JLMC #18-6653 - Town of Plymouth, MA and the Plymouth Superior Officers' Association Interest Arbitration Award on December 20, 2019 (Superior Officers). The majority of the documents received in this arbitration were the same documents the Parties submitted in the Superior Officers' arbitration. Consequently, some sections of this award will repeat information and/or discussions from the Superior Officers' award. However, the Panel members assure the Parties all the evidence and arguments submitted during the arbitration hearing proceedings were considered in the Award.

## **BACKGROUND**

### **Characteristics of the Town of Plymouth, the Police Department and the Patrol Officers' Bargaining Unit**

The Town of Plymouth (Town or Plymouth) is located on the southeastern coast of Massachusetts in Plymouth County. It is bordered by Bourne to the southeast, Wareham to the southwest, Carver to the west, Kingston to the north and Duxbury at the land entrance of Saquish Neck.<sup>1</sup> The Town is the oldest town in Massachusetts and one of the oldest town in the country given it was established in 1620 when the Pilgrims arrived from England on the Mayflower. Plymouth is primarily a residential community; however, one of its largest tax payers is the Pilgrim Nuclear Power Station (Power Station). The Power Station, which has been providing 6% of the tax base, has been decommissioned and its reactor was shut down in May 2019. The Town, as of May 9, 2019, was “. . . negotiating with [the Power Station] to develop a successor payment-in-lieu-of-taxes (PILOT) agreement to sunset these payments steadily during the next three to five years. Currently, PILOT include \$9 million for fiscal year 2018 and \$8.5 million for fiscal 2019”. (UX8B)

Plymouth's population in 2019 was over 60,000 people living in approximately 103 square miles and 587 road miles. (UX8O) It is the largest municipality in Massachusetts. (UX8B) Pursuant to the Department of Revenue, Division of Local Services Data Base (UX8C) the Town's tax levy for FY2019 was primarily supported by residential property taxes, which is \$174.8 million or 66.40% of income revenue. The remaining revenue came from State Aid - \$34.9 million or 13.25%, Local Receipts - \$42.2 million or 16.04% and Other Available Funds \$11.3 million or 4.31 for total income revenue of \$263.2 million. The FY2019 Levy Limited is \$178.6 million and the Excess Levy Capacity is \$3.87 million.

At the beginning of FY 2019, Plymouth's Free Cash was \$5,686,497, the FY2018 Stabilization Fund was \$10,055,440 and the FY2019 Overlay Reserves was \$1,140,937. In 2015, Income per Capita was \$34,950 and Equalized Valuation per Capita in 2016 was \$165,672. In FY 2019, the Town's residential, commercial, industrial and personal property tax rate was \$16.54. The average single family tax bill in FY 2018 was \$5,831. The average assessment of a single-family home was approximately \$ 354,936 and in 2016 the unemployment rate was 4.0%.

The Plymouth Police Department consists of a Chief, 2 Captains, 7 Lieutenants, 13 Sergeants and 96 Patrol Officers. The Patrol Officers are represented by the

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<sup>1</sup><https://www.google.com/search?q=is+plymouth+ma+in+plymouth+county&oq=Is+Plymouth+Ma+in+Plymouth+C&aqs=chrome.3.69i57j33l4.18319j1j7&sourceid=chrome&ie=UTF-8>, December 6, 2019.

Plymouth Police Brotherhood (PPB). The Police Department budget for FY2018, the last year of the current agreement was \$10.769 million, which was 10% over FY2017.

### **Bargaining History and Town Wage Compensation and Benefits Study**

The Town of Plymouth and the Plymouth Police Brotherhood (Union or PPB) are Parties to a collective bargaining agreement (Agreement) effective July 1, 2015 to June 30, 2018. Prior to the Agreement expiring the Town decided to conduct a town-wide compensation and classification study (Study) and a proposal was present to the Town's Advisory and Finance Committee on September 2, 2015. The Town's Director of Human Resources Melissa Brinkmann (HR Brinkmann) presented the study proposal and the minutes of the Advisory and Finance Committee (UX4A) reported HR Brinkmann stated the following:

The Town is proposing a comprehensive study to evaluate salaries for all positions within the Town and Schools for both internal equity as well as comparison externally to similar communities to ensure salaries are at the proper level. We would like to ensure we can offer competitive salary packages that attract and retain talent. In a constantly changing economic climate, keeping the Town thriving requires staying in tune with the climate. Salary survey analysis identifies incumbents who are paid significantly less than the market, providing an opportunity to make adjustments over time to bring those salaries up to a competitive level. It can also identify any areas where a position may be getting overpaid and allow to control costs and make any adjustments. There may also be positions that are being paid at the proper level and there would not be a need to make any changes. The survey will be conducted by a third party, with no association with the Town. . . . The Town is currently struggling with recruitment at all levels so we need to look at all the pieces.

A motion was made to recommend the study to Town Meeting and it was passed. Plymouth informed the Town's Unions of their plans to perform the compensation study at some point after the Study was passed by the Advisory and Financial committee.

On April 11, 2016, Plymouth put out a Request for Proposal (RFP) for the Study (UX4C), which stated the following in pertinent part:

. . . a comprehensive compensation analysis to (1) evaluate salaries, including step increases or similar raises, (union and non-union employees) for internal equity and develop recommendations for improvements; and (2) compare the Town's salaries and benefits (Including but not limited to vacation time, sick time, personal time, holidays, health insurance) to peer communities salaries and benefits with the objective of demonstrating how Plymouth can offer competitive packages that attract and retain talent.

\* \* \*

The general objectives of the study were:

- To develop a peer community list that can be used exclusively for comparing compensation and other benefit plans,
- To physically show where Plymouth's total compensation plan lies in comparison to other peer communities; and
- To develop recommendations that will assist Plymouth in offering competitive pay and benefits plans in comparison to other municipal employees. . .

\* \* \*

It is anticipated that the comprehensive report will include: a recommended list of comparable municipalities to use as the Town's "Peer Communities" in terms of salaries and benefits; a recommended compensation and benefits plan with salary ranges for all positions that will provide internal equity; a display of where Plymouth's total compensation and other benefits plan falls in comparison to other per communities with recommendations on how that could be changed to further attract and retain talent . . .

The Town awarded the RFP to Human Resources Services, Inc. (HRS) and HRS consultants began the study promptly; however, unexpectedly the Study was not completed until the last year of the 2015 – 2018 Agreement on August 25, 2017. (UX4F).

On or about August 30, 2017 the President of the Plymouth Police Brotherhood received the Compensation and Benefits Study from Town Manager Melissa Arrighi (Town Manager Arrighi or Ms. Arrighi). In Town Manager Arrighi's transmittal letter (UX4E) she stated:

In the Fall of 2015, Town Meeting voted to appropriate \$42,000 for an independent study of salaries and benefits of Town and School employees for both internal equity as well as comparison externally to similar communities. This comprehensive study was needed to demonstrate where Plymouth falls in terms of total compensation to our workforce. The scope of this study was shaped by the Town's interest in understanding and comparing total compensation, including benefits and pay, rather than simply pay. Although we often speak about our generous benefits package, we do not typically quantify it in any detail.

\* \* \*

The Town and Schools should consider both benefits and compensation when determining the total compensation administration program. While the salaries are slightly below market the benefits add to the total compensation equation, and this factor should be considered in all compensation decisions moving forward.

\* \* \*

Finally, in looking at discussing a 'philosophy', with both union rules and the political environment, is it truly possible to adopt a philosophy and maintain it? For example, let us say that Plymouth determines that they want to pay more competitively on base salary and reduce the other financial benefits; is that truly sustainable? Management teams can attempt to negotiate better salaries in return for reducing benefits, however, if the Unions do not agree, this may not occur. Three Unions on the Town side have the ability to go to a state forum who can independently decide what changes should be in a successor contract award. If

the majority of elected Town Meeting officials fund that award, even if the award does not match the 'philosophy', then all the other union groups could suffer as a result, creating major inequities internally. Just as critical to consider is that some unions may agree to the 'philosophy' and negotiate accordingly; some may not. Some union negotiators may agree with it in the first round of negotiations, and then a change of union representation occurs, and that changes. Now, the new union officials are bargaining back in those 'other financial benefits' and, if the majority of the elected officials do not object, the 'philosophy' is not effective.

The HRS Study stated that a "comprehensive wage and benefits survey was conducted" and the "comparable communities were chosen based on a set of criteria by the Town . . . and they included a cross-section of communities throughout the Commonwealth that provided the best match for the positions". (UX4F) The Study in Section 5 – Classification and Pay Plans – Town reported:

Overall the Town's classification structure has not drastically changed in this study, however, the accompanying compensation plans have fallen somewhat out-of-sync with the market and are in need of updating. Consideration of the external market as well will benefit the organization in a number of ways. A competitive pay structure will allow the Town of Plymouth to be an effective recruiter in the market place, contribute to a reduction in employee turnover, and set the precedence to offer comparable base salaries for positions.

Section 8 of the Study made 14 recommendations; those that are pertinent to this Interest Arbitration follow:

8.1 The salaries/wages of the positions significantly below the entry levels need to be brought into line with the new ranges provided. Salary adjustments need to be made to these positions as soon as possible in order to avoid turn-over or poor morale. . . If it is too costly to do in one fiscal year, then the Consultants recommend a two-year implementation process. . .

\* \* \*

8.4 In particular wages for police officers . . . appear to be somewhat lower as compared to the overall market. This is the case when looking at total other compensation for police officer. . . Continually paying below market could be problematic for recruitment, retention and moral of employees. At a minimum, these positions should match the market benchmarked.

\* \* \*

8.10 All union positions need to go through the collective bargaining process. It is important for management and unions to work together in a fair and equitable manner for implementation of the proposed plans and pay ranges. Nothing can be unilaterally adopted without union input.

Currently, Patrol Officers have a five step wage matrix. The July 1, 2017 base salary for Patrol Officers is \$51,809 and their maximum salary is \$58,966. There is a 13.8% range between the minimum and maximum. In addition, the Parties have

negotiated a Senior Step 6 that Patrol Officers are placed on after they reached seven years of service. The Study proposed to broaden the wage matrix by doubling the number of steps to eight with a range spread of 23%. The Study also advised the Town not to cut employee's wages when placing them on the new pay plans but place the employee at or above their closest pay rate.

In the spring 2018, the Town and the Union began bargaining for a successor Agreement and met six times concluding on February 26, 2019. Union witness, President Thomas Kelly (President Kelly) talked with the former PPB President about the HRS study. The former PPB President said that there had been discussion with Assistant Town Manager Derek Brindisi that once the wage study was completed it would be addressed in the successor contract negotiations. President Kelly indicated the Union would have reopened the 2015-2018 Agreement at the time to deal with the wage disparity between Plymouth Patrol Officers and the comparable communities in the Study. However, unlike the Superior Officers' Agreement the PPB did not have reopening language. Consequently, based on the results of the Study, the Union put forth economic proposals of 15% to increase wages and/or benefits in an effort to minimize the wage disparity. In turn, the Town offered, as it did with the other bargaining units, six percent (6%) over the three years. The PPB believed the total wages would leave them significantly behind the comparables. The Town also offered there would be no change in health insurance over the three year Agreement but the Union had already moved to a 75/25 split on June 30, 2018. The PPB continued to argue that they were under paid and the parties were unable to reach an accord.

On March 25, 2019, the Union filed a Petition for Exercise of Jurisdiction with the JLMC and the JLMC exercised jurisdiction. The Parties participated in mediation but a resolution of their Agreement was not reached and the JLMC held a 3(a) hearing on November 7, 2019. The Parties prioritized their issues that remained unresolved and submitted them at the 3(a) hearing, participated in mediation but did not reach an accord. Subsequently, the JLMC set up an expedited hearing. The Parties met with the interest arbitration panel on January 29, 2020 and they were afforded a full and fair opportunity to be heard and present evidence. The witnesses below were sworn in and placed under direct and cross examination:

Town

Lynn Barrett, Director of Finance

Union

Patrol Officer Thomas Kelly, President of Plymouth Police Brotherhood

Post hearing briefs were filed and members of the arbitration panel met on February 24, 2020 to discuss the award.

### **JLMC Certified Issues**

At the JLMC 3(a) hearing, the Town submitted the following issues:

1. Duration
2. Wages
3. Bi-Weekly Payroll
4. Use of Sick Leave for Family Members - Limit of 5 Days
5. No Accrual of Vacation Time on Unpaid Status
6. No Accrual of Sick Leave Time on Unpaid Status
7. Amend Shift Swap Language

The PPB submitted the following issues:

1. Duration
2. Wages
3. Step Increases
4. Night Shift Differential
5. Education Incentive Pay
6. Hazard Duty Stipend
7. Court Time

### **Comparables**

For external comparables, the HRS Consultants, working in conjunction with the Town and without input from Union, selected salaried for patrol officers' from Barnstable, Billerica, Bourne, Charlton, Falmouth, Marshfield, Taunton and Weymouth as the external comparable communities. The Panel used all the comparable communities identified in the Study except for the Town of Charlton. The Panel excluded Charlton because it is substantially smaller than Plymouth with a population of 13,406, square miles of 42.18 and road miles of 155.92.<sup>2</sup> In addition, Charlton's Police Department is significantly smaller than the Town with 3 Sergeants and an estimated 14 Patrol Officers.<sup>3</sup> Also, the Panel used all the Study's Benefits Survey for the Town of Plymouth – Police Union (UX4F, p.103) and the Study's comparative wage and benefits

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<sup>2</sup> [https://www.townofcharlton.net/DocumentCenter/View/1054/PB\\_Charlton-Report-9-15-16\\_Lynne-Sweet-PDF?bidId=](https://www.townofcharlton.net/DocumentCenter/View/1054/PB_Charlton-Report-9-15-16_Lynne-Sweet-PDF?bidId=), December 18, 2019.

<sup>3</sup> <https://www.townofcharlton.net/directory.aspx?did=10>, December 18, 2019.

chart (UX4F, p.81) to compare Plymouth wages and benefits, i.e. total compensation, to the comparables.<sup>4</sup>

### **Statutory Criteria Guiding Interest Arbitration**

Chapter 589 of the Acts of 1987 sets criteria to guide interest arbitration awards for police and fire. These criteria are the financial ability of the town to meet costs; the interests and welfare of the public; the hazards of employment, physical, educational and mental qualifications, job training and skills involved; comparative wage and employment conditions with employees performing similar services and with other employees generally in public and private employment in comparable communities; the decision and recommendation of factfinder, if any; the cost of living; the overall compensation currently received by employees, including direct wages and fringe benefits; any changes of the foregoing circumstances during the pendency of the dispute; such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, factfinding, arbitration or otherwise between parties, in the public services or in private employment; and the stipulation of the parties.

In addition to the criteria above, the Panel believes that interest arbitration is a conservative process therefore, novel and untried solutions and/or proposals that seek a significant change from a mature Agreement are rarely awarded. The Panel has rendered this Award after considering the Parties' proposals in conjunction with all the criteria listed above.

### **Ability to Pay**

In the Standard and Poor's, Town of Plymouth, Massachusetts: General Obligation; Note (UX8A) dated May 24, 2018 the following was reported:

The rating reflects our opinion of the following factors for Plymouth, specifically its:

- Very strong economy, with access to a broad and diverse metropolitan statistical area (MSA);
- Strong management, with "good" financial policies and practices under our Financial Management Assessment (FMA) methodology;
- Strong budgetary performance, with a slight operating surplus in the general fund and break-even operating results at the total governmental fund level in fiscal year 2017;

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<sup>4</sup> Note: The Panel did not use the data from the Benefits Survey for the Town of Plymouth – Police Union (UX4F, p.103) for Mansfield because the Study's comparative wage and benefits chart cited Marshfield and not Mansfield.

- Very strong budgetary flexibility, with an available fund balance that we expect will improve in the near term from its fiscal 2017 level of 15.0% of operating expenditures;
- Very strong liquidity, with total government available cash at 33.3% of total governmental fund expenditures and 6.4x government debit service, and access to external liquidity we consider strong;
- Weak debit and contingent liability position, with debt service carrying charges at 5.2% of expenditures and net direct debt that is 66.6% of total government fund revenue, and a large pension and other postemployment benefit (OPEB) obligation and the lack of a plan to sufficiently address the obligation, but overall low net debt at less than 3% of market value; and
- Strong institutional framework score.

### **Very strong economy**

We consider Plymouth's economy very strong

\* \* \*

Plymouth continues to plan for the closure of Pilgrim Nuclear Station (Entergy Nuclear), scheduled for no later than June 2019. Although the plant is the Town's largest tax payer (representing 6% of the tax base), we do not believe the closing will have significant impact on the local economy, as the town is in ongoing negotiations with Entergy to develop a successor PILOT agreement to steadily sunset these payments over the next three to five years. Currently PILOTs include \$9 million for fiscal year 2018 and \$8.5 million in fiscal 2019. At the same time, we believe revenue from new growth and additional taxing capacity under the levy limit will mitigate the impact of the plant's closure on the town's finances. In addition, the town established a Special Purpose Nuclear Mitigation fund to reduce the impact on the tax levy during the decommissioning of the power plant, totaling \$4.89 million as of June 30, 2017.

Given the town's recent and prospective commercial and residential development, which continues to support healthy tax base growth, we expect our evaluation of Plymouth's economy to remain very strong.

\* \* \*

### **Outlook**

The stable outlook reflects our opinion that Plymouth will maintain its strong budgetary performance and flexibility. Strong management practices, along with the town's diverse and growing economy, help support the financial performance and lend additional stability to the rating. We do not expect the rating to change within our two-year outlook period.

The Standard and Poor's, Town of Plymouth, Massachusetts: General Obligation; Note dated May 9, 2019 (UX7B), followed the same findings as in 2018 and the rating remained at AA+/Stable. The Note states the following:

- Very strong economy with access to a broad and diverse MSA;
- Strong management, with good financial policies and practices under our Financial Management Assessment (FMA) methodology;
- Strong budgetary performance, with balanced operating results in the general fund and a slight operating surplus at the total government fund level in fiscal 2018;
- Very strong budgetary flexibility, with an available fund balance in fiscal 2018 of 15% of operating expenditures;
- Very strong liquidity, with total government available cash at 18.8% of total governmental fund expenditures and 2.9x government debt service, and access to external liquidity we consider strong;
- Weak debt-and-contingent liability position, with debt service carrying charges at 6.4% of expenditures and net direct debt that is 77.4% of total governmental fund revenue, and a large pension and other postemployment benefit (OPEB) obligation and the lack of a plan to sufficiently address the obligation, but low overall net debt at less than 3% of market value; and
- Strong institutional framework score.

### **Outlook**

The stable outlook reflects S&P Global Ratings' opinion Plymouth will likely maintain strong budgetary performance and, at least, strong budgetary flexibility. We believe strong management practices and the town's diverse and growing economy help support financial performance, providing additional rating stability. Therefore, we do not expect to change the rating within our two-year outlook period.

Plymouth's FY2018 Report on Examination of Basic Financial Statement (UX7P) provided the following financial information:

### **Financial Analysis of the Governmental Funds**

As noted earlier, the Town uses fund accounting to ensure and demonstrate compliance with the finance-related legal requirements.

**Governmental funds.** . . . As of the end of the current year, governmental funds reported combined ending fund balances of \$60.6 million, a decrease of \$18.8 million in comparison with the prior year. This decrease is primarily attributable to \$24.9 million of capital expenditures offset by the receipt of \$2.0 million of capital grants related to MSBA reimbursements related to the high school project, the sale of assets of \$632 thousand, the receipt of a BAN premium of \$235 thousand and the timing of the receipt versus the expenditure of grant funds.

The *general fund* is the chief operating fund. At the end of the year, unassigned fund balance of the general fund totaled \$27.0 million which is comprised of four components: a general fund balance of \$10.4 million and a stabilization fund balance of \$16.6 million (this includes the general stabilization fund balance of \$10.1 million, the Nuclear Plant Mitigation stabilization fund balance of \$4.9 million and the Pavement Management Plan Stabilization fund balance of \$1.6 million). Assigned fund balance, which represents amounts designated for the

2019 budget as well as amounts that have been reserved for the use of liquidating prior period purchase orders and contracts totaled \$4.4 million. Committed fund balance, which represents the Town's various capital articles, totaled \$5.6 million. Fund balance Restricted relates to \$1.7 million restricted for future debt service. As a measure of the general fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. At year-end, unassigned fund balance equaled 11.0% of total general fund expenditures, while total fund balance equaled 15.8% of the same amount. (p. 9)

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### **Pension and Other Employee Benefits Financial Highlights**

The Plymouth Contributory Retirement System (the System) was established to provide retirement benefits to Town employees, the Town Housing Authority employees, and their beneficiaries. The System is presented using the accrual basis of accounting and is reported as a pension trust fund in the fiduciary fund financial statements. At the end of the year, the System had accumulated net position of \$177.7 million. This represents an increase of \$22.6 million from the previous year. The increase was the result of favorable market conditions that resulted in a net change in fair value of investments of \$24.9 million offset by an increase in retirement benefits.

The Other Postemployment Benefit Trust fund (the Trust) was established during 2012 to account for assets relating to the pre-funding of the Town's Other Postemployment Benefit liability. During 2018, the fund reported \$944 thousand of employer contributions and earned \$228 thousand in investment income resulting in accumulated net position of \$3.8 million at the end of the year. (p.10)

\* \* \*

### **NOTE 2 – PROPERTY TAX LIMITATION**

The amount that can be raised by the Town tax levy is governed by Proposition 2 ½. The gross tax levy for 2018 was \$162,811,487, which was \$7,976,950 less than the levy limit allowable for the year as computed under Proposition 2 ½. (p.35)

\* \* \*

### **NOTE 10 - STABILIZATION FUND**

Massachusetts General Law Ch.40 §5B allows for the establishment of Stabilization funds for one or more different purposes. The creation of a fund requires a two-thirds vote of Town Meeting and must clearly define the purpose of the fund. Any change to the purpose of the fund along with any additions to or appropriations from the fund requires a two-thirds vote of Town Meeting.

At year end, the balance of the General Stabilization Fund is \$10,055,440 and is reported as unassigned fund balance within the General Fund. During 2018, the fund earned \$36,787 of investment income. The general stabilization fund balance can be used for general and/or capital purposes upon Town Meeting approval.

At year end, the balance of the Nuclear Plant Mitigation Stabilization Fund is \$4,917,051 and is reported as unassigned fund balance within the General Fund. During 2018, the fund earned \$27,171 of investment income. The Nuclear Plant Mitigation Stabilization fund balance can be used for general and/or capital purposes upon Town Meeting approval. . . (p.51)

\* \* \*

#### **Note A – Stewardship, Compliance and Accountability**

##### **A. Budgetary Information**

. . . The original 2018 approved budget authorized approximately \$224.0 million of appropriations and other amounts to be raised. During 2018, the Town meeting also approved appropriation increases totaling approximately \$10.9 million. (p. 79)

#### **Union's Position for Ability to Pay**

The Panel should find that the Town has the ability to pay the compensation increases proposed by the Union. In December 2019, the Panel found in the Superior Officer's Interest Arbitration Award, JLMC #18-6653, that Plymouth had the ability to pay a 3.5% increase. The PPB has requested the same 3.5% wage increase as the Superior Officers effective one year later on July 1, 2018. The Town did not present any new evidence since the issuance of the Superior Officers' award to establish they did not have the ability to pay. Town Exhibit 17, which allegedly purports the cost of the Union's proposal, is not substantial evidence to support the Plymouth's argument that they cannot pay an increase that is approximately .002% of the Town's budget.

In addition, the Town is hosting the "Plymouth 400" celebration this year and Plymouth's Executive Director of Plymouth 400 reported in the *Boston Globe* that the celebration is expected to attract 7 million visitors and net \$2.2 billion. (UX8S6) The Patrol Officers will be an active presence in the success of the celebration. Also, the 2019 Standard and Poor's Global Rating cited the Plymouth 400 celebration in their assessment that the Town's economy is very strong. Finally, the Union argued that Plymouth's position that they able to afford a celebration of this magnitude "by paying its employees low wages . . . is unacceptable" and should be rejected by the Panel.

#### **Town's Position for Ability to Pay**

The Town acknowledged both at the arbitration hearing and in their brief the importance of Patrol Officer and the hard work and sacrifice they exhibit everyday as they respond to dangerous crimes and accident scenes. Plymouth appreciates what Patrol Officers do to keep the Town safe and well protected. Given Plymouth's appreciation, the Town contends they have proposed appropriate compensation when Patrol Officers are compared with other Town employees, who have accepted an

annual increase of 2% for July 1, 2018 to June 30, 2021 Agreements. In addition, Plymouth maintains they have kept the Patrol Officers' compensation package competitive with other patrol officers employed by the comparable communities. The Town argued it has done this at the same time that they have lost a significant taxpayer with the closing and selling of the Power Station. Although, Plymouth had several PILOT Agreements with the Power Station over the past several years, the loss of the revenues from the Power Station is significant and the Town has to take that loss into account when budgeting in the future.

The Town contends they do not have the ability to pay for the unreasonable and excessive wage proposal presented by the Union. Director of Finance Lynne Barrett's (Director Barrett) cost analysis (TX17) established that the total cost of the Union's proposal over the three year Agreement is \$1.63 million. Accordingly, this cost is almost double what the Town had anticipated the cost would be of 2% in each fiscal year and the impact of the base salary increases on education, overtime, holidays and night shift differential benefits. PPB's request would have ". . . the Panel grant a 5.5% increase in a single year, which adjustment will set the Town on a course of ever-increasing salaries that cannot be reversed and, more importantly, is on a pace that was never contemplated by the Town or the JLMC".<sup>5</sup>

In addition, the Town recognized that they have the ability to provide an event such as the Plymouth 400 because the Town has been fiscal sound and careful with their finances. To attain fiscal soundness, Plymouth has had to make tough decisions to strike a balance between paying Patrol Officers a fair wage and being concerned with how taxpayers' monies are being spent. Based on the above, the Panel should conclude that Plymouth does not have the ability to pay the Union's extreme proposal to adjust the Patrol Officers' wages.

## **Discussion**

The Town relied on the Union's ability to pay evidence except for TX17, a cost of the Union's proposal as compared to Plymouth's proposal. The Panel took TX17 and UX8A-UX8S into consideration and determined again that the Town has the ability to pay a reasonable compensation adjustment. Our determination follows the rationale we set forth in the Superior Officers' Award as reiterated below.

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<sup>5</sup> Town Brief, p. 11.

Clearly, the S & P Notes of May 24, 2018 and May 9, 2019 overwhelming support the Town has the ability to pay. This information is discussed in detail above so it will not be reiterated here but the Panel highlights the following points to back up our determination Plymouth has the ability to pay. One, the Town has a strong economy despite the fact that the Power Station, which is the largest taxpayer, will be steadily decreasing payments to Plymouth. Two, Plymouth was also proactive to lessen the impact of decommissioning the Power Station by establishing a Special Purpose Mitigation Fund of \$4.89 million. Three, the Town has a strong management structure that provides good financial policies and procedures and follows recommended guidelines to maintain that good financial standing. Four, Plymouth has a strong budgetary performance in FY2018 by having a balanced operating result in the general fund of 0.1% of the expenditures and a slight surplus across all governmental funds of 1.1% of expenditures. Five, real estate and personal property taxes generated 68.8% of the general fund revenue and property tax collections have averaged 98% for the last three years. Six, financial officers are predicting there will be another surplus in FY2019.

Seven, Plymouth's budgetary flexibility is very strong because of available FY 2018 fund balances of 15% of the operating expenditures or \$37 million. Eight, the Town is maintaining a 3.8 million unused levy capacity in FY2019, which is about 1.5% of the general funds expenditures. Per the S & P Note, unused levy capacity is viewed as additional operating flexibility because the levy cap can be raised without an operating override. Nine, Plymouth's liquidity is very strong considering that available cash is 18.8% of the total governmental-fund expenditures and 2.9x governmental debt service in FY2018. Ten, the S & P Note expressed concern over the Town's weak debt-and-contingent-liability profile and specifically it sees the large pension and OPEB obligations as a credit weakness because Plymouth does not have a plan to address the obligation. Despite this concern, S & P does not expect to change the AA+/Stable rating during FY2020 and FY2021.

Although, the Panel understands that portions of available cash should not be used for recurring expenditures such as wage adjustments, the Panel determined given

the Town has an S & P AA+/Stable rating, a strong economy, a FY 2018 and FY2019 surplus and available cash then Plymouth has the ability to pay a reasonable compensation adjustment, if it is determined by the Panel that is appropriate.

**ISSUE #1**

**ARTICLE XXXII – DURATION CLAUSE**

The Parties' proposals called for the duration of the Agreement to be July 1, 2018 to June 30, 2021.

**Award**

**The Panel awards the duration of the Agreement shall be July 1, 2018 to June 30, 2021.**

**ISSUE #2**

**ARTICLE XXIV – WAGES**

**COLA Increases & Step Increases**

**Current Language**

Section 1: The parties agree to the following wage increases

FY 16 (effective 7/1/15)      increase of 2%

FY 17 (effective 7/1/16)      increase of 2.5%

FY 18 (effective 7/1/17)      increase of 3%

**Union Proposal**

The Union proposed the following at the 3(a) hearing:

Annual wage increases effective:

July 1, 2018      3%

July 1, 2019      3%

July 1, 2020      3%

Step Increases – additional step raises at year ten, 3% above current top step and at year fifteen, 3% above the new ten step.

After the Superior Officers were awarded a 3.5% across-the-board increase effective July 1, 2017, in addition to the 3% COLA increase previously negotiated by the Parties, the PPB altered their proposal:

1. The Union will accepted the Town's proposal of a 2% COLA increases on July 1, 2018, July 1, 2019 and July 1, 2020.

2. Based on the results of the wage Study and the Superior Officers' Award, the PPB proposed that the Patrol Officers receive a 3.5% across-the-board increase retroactive July 1, 2018, which is the same increase as the Superior Officers received effective July 1, 2017 but one year later.
3. The Union would withdraw their Step Increase proposal cited above.

### **Town Proposal**

The Town proposed the following wage package at the 3(a) hearing:

- 1) July 1, 2018 2%
- 2) July 1, 2019 2%
- 3) July 1, 2020 2%

### **Union Position**

PPB argued that the Study and the Superior Officers' Award support their proposal. The Study found that police salaries were lower when compared to the comparables communities and the Study did not make a distinction between Patrol and Superior Officers. The Study recommended an eight step salary matrix with a maximum salary increase over and above the current maximum by 6.3%. When the Study was released the Union would have requested a reopen on the 2015-2018 contract but they did not have an economic wage reopen like the Superior Officers. However, President Kelly stated that the former president had discussed with the Town's Assistant Town Manager that the results of the Study would be dealt with in the next round of negotiations.

During negotiations, the Union submitted various proposals requesting a 15% wage increase to make up for the disparity highlighted in the Study; therefore, contrary to the Town's argument their proposal for 5.5%, 2% and 2% is not regressive because it is only 9.5%. The Town's pattern wage package for other bargaining units in Plymouth of 2% for FY19, FY20 and FY21 does not acknowledge the disparity because it does not provide the compensation needed to create parity between the Patrol Officers and the Superior Officers or address the lag between Patrol Officers' total compensation to compete with the comparables in the Study. Parity with other employees in Plymouth who perform similar services, i.e. Superior Officers, and public and private employees in comparable communities are two of the factors to be given weight in the JLMC statute. The Superior Officer's Arbitration Panel found based on the result of the Study that Sergeants and Lieutenants lagged behind the comparables 4.8% and 5.9% respectively. Accordingly, the Panel awarded a 3.5% across-the-board increase effective July 1, 2017, in addition to the 3% COLA already negotiated by the parties on the same date.

The Union maintains that the Patrol Officers' total compensation, excluding Charlton, lags 14% behind, which is even further behind the comparables than the

Superior Officers. Also, the comparable communities have been receiving wage increases beyond FY18 and other economic benefits, e.g. Taunton received a substantial increase in night shift differential; Weymouth received a 5% hazardous duty stipend, etc., while Plymouth's Patrol Officers have not. PPB contends that even if Plymouth's maximum education incentive column in the Study is raised to \$12,500 and Charlton is excluded the total compensation for Patrol Officers would still be 6.9% behind the comparables' total compensation. Therefore, no matter which way the study is manipulated it is evident Patrol Officers' wages should be raised by at least the 3.5% received by the Superior Officers. In addition, the Study supports the increase because "[A] competitive pay structure will allow the Town of Plymouth to be an effective recruiter in the market place, contribute to a reduction in employee turnover, and set the precedence to offer comparable base salaries for positions".<sup>6</sup>

PPB argued that increasing the Patrol Officers' base wage by 3.5% does not cause a ripple effect with other Town bargaining units. One, the Study found the total compensation of Plymouth's firefighters was competitive with the comparables given the average compensation of the comparables was \$4075 less than the Town's firefighters. Two, the Town's top step teachers were paid above the average comparable communities. Three, all but one of the Unions agreed in their Memorandums of Agreement that the wages they received covering July 1, 2018 to June 30, 2021 and with no change in health care would settle "any additional action and/or salary adjustment made as a result of the Study".<sup>7</sup> Given that the other Unions agreed to this language and the 3.5% across-the-board wage increase for the Patrol Officers is based on the results of the Study, none of the Unions can come back at the end of their Agreements and request a similar increase. Four, each of the bargaining units received additional benefits, e.g. more personal days, less working days, increased call back pay, longevity increases, etc. to resolve any issues the Unions had with the results of the Study.

Based on the above, the Panel should award the 3.5% across-the-board increase effective July 1, 2018 and the 2% COLA increases for FY19, FY20 and FY 21.

### **Town Position**

The Town requests that the Panel award the wage package, 2% COLA increase in FY19, FY20, FY21, received by all of Plymouth's bargaining units and not award the 3.5% across-the-board increase or the step increases. One, this is the second time in the past three contracts that the Patrol Officers have gone to JLMC to resolve their Agreement instead of negotiating a settlement. The Town argued by awarding the 3.5% across-the-board increase the Patrol Officers will have no reason to actually bargain to settlement in the future. Two, the Superior Officers had economic reopening language in their 2015-2018 Agreement and the Patrol Officers did not. Therefore, the factors

<sup>6</sup> UX4F, p.16

<sup>7</sup> UX7D, UX7F, UX7G, UX7H, and UX7I.

that allowed the Superior Officers to receive a market adjustment based on the Study's comparables are not present for the Patrol Officers. Three, the Panels should give substantial weight that all the other Town bargaining units, except for the Superior Officers who received more through the JLMC Award, agreed to 6% over three years. Consequently, awarding the 6% would maintain wage parity among the bargaining units. Four, the Union's proposal is regressive and was given in bad faith. Five, the cost of the proposal is unsustainable for the Town.

Plymouth maintains PPB cannot change its position on wage increases after the 3(a) because it violates JLMC Rule III (1). "To allow a party to change its position in such a significant manner after the JLMC has certified the issues for arbitration undermines the fundamental purposes and processes of the JLMC process and JLMC Statute, and cannot be permitted".<sup>8</sup> The cost of the 5.5% wage increase or establishing a new Hazardous Duty Pay benefit of 3.5% into the base salary in year one of the agreement and its impact on subsequent year is more than double what the Town and the JLMC were anticipating based on the 3(a) hearing.

The Town contends the Union's new proposal is regressive, made in bad faith, a prohibited practice under Chapter 150E, Section 10(b) (3) and contrary to Section 9 of the JLMC statute, which provides procedures to resolve impasses. Accordingly, the Panel should heed findings in JLMC awards and other forums to resist validating regressive proposals and bad faith bargaining.<sup>9</sup> PPB had the Study at the 3(a) hearing and submitted annual wage increases of 3% in FY19, FY20 and FY21 and a \$1200 Hazardous Duty Stipend. However, after the Superior Officers' Award was released their position changed significantly to a 5.5% increase in FY19 plus 2% in FY20 and FY21. The Parties never discussed this proposal and the Panel should not consider it.

Plymouth maintains the Union has presented internally inconsistent and unreliable information to show Plymouth's wages do not compete with comparable communities. PPB has given base salary figures that are not supported by evidence, i.e. Billerica, elevated Barnstable and Bourne's base salaries, had an incorrect maximum education incentive amount of \$7,500 for Plymouth when it is \$12,500 and did not take into account that Plymouth's Patrol Officers received a 3% wage increase in FY18 while the majority of the comparables received 2%. When these errors are corrected, the Town's total compensation is closer to the comparables than the Union portrays.

Finally, the JLMC statute identifies the factors to be given weight in determining an award, one of which is internal parity among other bargaining units within Plymouth. The Town argued that their proposal is fair and consistent with the wage increases of

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<sup>8</sup> Town Brief, p. 11.

<sup>9</sup> Arbitrator Lawrence Holden, JLMC #12-2078 – City of Boston and Boston Police Benevolent Society (December 2015); MUP-5602 – County of Norfolk and Norfolk County Agricultural Federation of Teachers, Local 2335, AFT, AFL-CIO (January 1985); 4 MLC 1809 – Framingham School Committee (1978);

other bargaining units given they received 6% over the same three year period. By awarding Plymouth's proposal parity among the majority of employees will be maintained. "The principle of parity has been applied not only to and between a municipality's public safety units, but also among a town's other bargaining units in circumstances where there is no justification to deviate from the terms of already-accepted wage settlements."<sup>10</sup> The Town presented three JLMC decisions to support their argument.<sup>11</sup>

## **Discussion**

The Panel acknowledges the Town's frustration with the changes the Union made to their proposal since the 3(a) hearing in November 2019 up to and including the date of the hearing. However, the Panel disagrees that the changes were regressive, made in bad faith, a prohibited practice under Chapter 150E, Section 10(b) (3) and/or violated the JLMC statute, Section 9. PPB stated their original total wage and compensation proposal was a 15% increase over what Patrol Officers were earning in FY18 and we did not receive evidence that the Union's proposals presented at the 3(a) hearing went above 15%. If this had happened then the Panel would agree PPB's proposal changes were regressive and made in bad faith. However, given it did not occur, the Panel has the authority to craft an award that takes into account all the evidence and the Parties' arguments to resolve the Parties' disputes.

The Town argued because the circumstances between the Superior Officers and the Patrol Officers were different, given the Superior Officers had an Economic Wage Reopener in their Agreement when the Study was released and the Patrol Officers did not, then a market adjustment is not applicable to the Patrol Officers. The Panel finds this argument to be unsubstantiated because the Study found in Recommendation 8.4:

*In particular wages for police officers . . . appear to be somewhat lower as compared to the overall market. This is the case when looking at total other compensation for police officer. . . Continually paying below market could be problematic for recruitment, retention and moral of employees. At a minimum, these positions should match the market benchmarked. (Emphasis added)*

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<sup>10</sup> Town Brief, pp. 16-17.

<sup>11</sup> Arbitrator Richard Boulanger, JLMC #1135F – City of Chelsea and Chelsea Firefighters, IAFF Local 937 (2013); Arbitrator Marc Greenbaum, JMLC #98-4F - City of Medford and IAFF, Local 1032 (1999); Arbitrator Sarah Garraty, JLMC #11-24F – City of Woburn and Woburn Firefighters Association, IAFF Local 971 (2013)

Also, the Study did not differentiate between Patrol Officers and Superior Officers; therefore, wages for all the police officers were lower when compared to the comparable communities. President Kelly testified without rebuttal that the Parties would discuss the results of the wage and benefit Study in the next round of negotiations, which is the July 1, 2018 to June 30, 2021 Agreement. The Panel understands that wage parity with other bargaining units in cities and towns can be taken into account when the facts arising from the wage dispute call for it; as Arbitrator Richard Boulanger, Arbitrator Marc Greenbaum and Arbitrator Sarah Garraty found in the three JLMC awards submitted by the Town.<sup>12</sup> However, based on the above, the facts here negate the need for internal wage parity for the Patrol and Superior Officers because of the Study.

Although the Town's argument that the Union presented inconsistent and unreliable information to show Plymouth's wage do not compete with the comparables may be true, the Panel believes it was not done intentionally. PPB used only the information that was provided to them in the Study. As was noted in the Superior Officers' Award if the Town has an issue with the FY17 maximum annual base salaries or school education maximum pay for new hires being incorrect the answer lies with the Study's HRS consultants who researched and acquired the rates. There is no evidence that Union purposely left the incorrect amounts to prove Plymouth's wages did not compete with the comparable communities. The only information the Superior Officers wanted changed<sup>13</sup> was the maximum education incentive column because the amounts in the Study were not comparing apples to apples. The PPSOA did not change any other figures in the comparable wage and benefits charts on UX4, pages 82 and 83.

That being said, the Panel did check the Town's salary amounts for the FY17 base salaries for Barnstable and Bourne and corrected the chart. The Panel also increased the Patrol Officers' education incentive rate to \$12,500 pursuant to Arbitrator

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<sup>12</sup> Ibid.

<sup>13</sup> UX5A

Loretta Attardo arbitration award.<sup>14</sup> The Panel did not change the FY17 base salary for Billerica even though the Town contended the figure was incorrect for two reasons. One, the Study, which was commissioned by Plymouth, stated \$67,964 was the FY17 base salary for Billerica and the Town did not correct the figure. Two, the Union submitted Billerica's 2013-2016 Police Officers' Agreement, and there was no evidence that the base salary was not the most current base salary. With regards to Plymouth's contention that PPB did not take into account that the Patrol Officers received a 3% in FY17 when the other comparables received a 2% is irrelevant given that all the base salaries were FY17 amounts, except for Billerica, which was FY16.

The Panel took the revised chart and recalculated the average figures and found, even though the Town's total compensation was closer to the comparables than the Union portrayed the Patrol Officers still lag behind the comparable communities by 5.5%. This percentage is more than the Sergeants and a little less than the Lieutenants, who also lagged behind the comparables and this Panel awarded the Superior Officers a 3.5% across-the-board increase retroactive to July 1, 2017.

Based on the Study's findings, the corrected data, the evidence and arguments submitted during the hearing proceedings and the Panel's determination that Plymouth has the ability to pay, the Panel awards a 3.5% across-the-board increase for Patrol Officer retroactive to July 1, 2018. The 3.5% increase is awarded to bring the Patrol Officer's maximum annual base salary up, which essentially eliminate the lag between Plymouth's Patrol Officer and the comparable communities. Furthermore, the increase maintains the wage parity between the Superior and Patrol Officers. It is the Panel's expectation that as a result of this increase and the remaining aspects of this award that in the next round of negotiations the Parties will not find themselves at the JLMC again but will settled their disputes at the bargaining table because the Patrol Officers' total compensation is now competitive with the comparable communities.

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<sup>14</sup> AAA #01-17-005-8809, Plymouth Police Brotherhood, MCOP Local 453 and Town of Plymouth (June 2018)

**Award**

**Effective July 1, 2018 a retroactive 3.5% across-the-board increase and a 2% COLA increase for a total of 5.5% shall be implemented. Effective July 1, 2019 and July 1, 2020 respectively a 2% COLA shall be implemented.**

**ISSUE #3**

**ARTICLE IV – SPECIAL LEAVE**

**Current Language**

Each employee in the bargaining unit may be granted special leave with pay for a day on which he is able to secure another employee to work in his place, said leave to be for an unusual occurrence or for some purpose not in the normal course of events. This leave will be allowed providing:

\* \* \*

F. All shift swaps shall be repaid within sixty (60) days.

**Town Proposal**

The Town proposes that Article IV be amended to read as follows:

F. All shift swaps shall be repaid within sixty (60) days.

1) The 60-day time period for payback of a swap begins on the day the first swap is worked.

2) If an officer participating in a swap is unable to repay the swap due to injury or illness lasting over 2 weeks, which has rendered one of the officers involved in the swap incapable of participating in a swap, then the 60-day payback period will resume once the injured or ill officer returns to work in a capacity where the officer can participate in swaps.

3) Officers who participate in a swap which is not repaid within the 60 day time period will be sanctioned by being barred from participating in any new swaps (either the sanctioned officer working in place of another officer or having another officer work in place of the sanctioned officer) for a period of 60 days from the date the SWAP is repaid.

4) Any officer who is sanctioned according to Section 3, will only be barred from participating in new swaps during the sanction period. Officers who are in a sanction period will not be barred from repaying swaps which were initially worked prior to the beginning of the sanction period or having owed swaps repaid.

5) The chief of police, at his/her discretion, may extend the 60-day payback period if unusual circumstances arise.

### **Union Proposal**

Current contract language.

### **Town Position**

The Union acknowledged they were agreeable to the Chief's new language subject to further discussion on adding detailed procedural swap language. The Town offered the cited language back in July 2018 and maintains that PPB has had enough time to review it and identify any problems. Therefore, the Panel should award the Chief's language.

### **Union Position**

The Union contends if an agreement was reached on wages during negotiations then the Chief's new language regarding the procedure to limit swaps to 60 days would have been acceptable to PPB with the proviso that the details be worked out by the parties.

### **Discussion**

In Issue #2 – Wages, the Panel has awarded the 3.5% across-the-board increase as proposed by the Union. PPB has had time to review and comment on the language; therefore, the Chief's language is awarded.

### **Award**

**The following language shall be added to Article IV – Special Leave, Section F:**

- 1) The 60-day time period for payback of a swap begins on the day the first swap is worked.
- 2) If an officer participating in a swap is unable to repay the swap due to injury or illness lasting over 2 weeks, which has rendered one of the officers involved in the swap incapable of participating in a swap, then the 60-day payback period will resume once the injured or ill officer returns to work in a capacity where the officer can participate in swaps.
- 3) Officers who participate in a swap which is not repaid within the 60 day time period will be sanctioned by being barred from participating in any new swaps (either the sanctioned officer working in place of another officer or having another officer work in place of the sanctioned officer) for a period of 60 days from the date the SWAP is repaid.

4) Any officer who is sanctioned according to Section 3, will only be barred from participating in new swaps during the sanction period. Officers who are in a sanction period will not be barred from repaying swaps which were initially worked prior to the beginning of the sanction period or having owed swaps repaid.

5) The chief of police, at his/her discretion, may extend the 60-day payback period if unusual circumstances arise.

#### **ISSUE #4**

#### **ARTICLE IX – SICK LEAVE**

##### **Limiting Days for Family Illness**

##### **Current Language**

Section 1. Sick leave shall be limited to absence from duty without loss of pay when an employee or a member of his immediate family as defined in Article XIII, is sick, injured, or disabled, or is required to undergo emergency medical, optical or dental treatment, when such treatment cannot be accomplished during off duty hours.

Sick leave may not be used for any other purpose except illness, injury or disability which prevents the employee from performing his/her normal duties. With regard to an employee's use of sick leave arising out of a family member's illness, injury or disability, the reporting and notice requirements of this Article will still apply.

##### **Town Proposal**

The Town proposed the following changes to the current language:

Sick leave may not be used for any other purpose except illness, injury or disability which prevents the employee from performing his/her normal duties. ~~With regard to an employee's use of sick leave arising out of a family member's illness, injury or disability, the reporting and notice requirements of this Article will still apply.~~ Employees may use a maximum of five (5) days of sick leave for the illness of a member of the household or family member each fiscal year.

##### **Union Proposal**

Current contract language.

##### **Town Position**

The majority of Plymouth's bargaining unit limits the number of sick days employees can use for family illness. The purpose of this proposal is to establish parity with the other bargaining units.

### **Union Position**

The Union is not opposed to the limitation if the Town agrees to include an exception for long term illness. Based on discussions during the parties' negotiations PPB believes Plymouth would agree to an exception based on the definition of "serious health condition" in the Family Medical Leave Act.

### **Discussion**

The Panel found the Town's proposal to limited the number of family sick days for parity purposes is reasonable as is the Union's proposal to have an exception for long term illness. Therefore, the Panel merged the Parties' proposals by adding the following language to Article IX – Sick Leave, Section 1:

Section 1. Sick leave shall be limited to absence from duty without loss of pay when an employee is sick, injured, or disabled, or is required to undergo emergency medical, optical or dental treatment, when such treatment cannot be accomplished during off duty hours. Sick leave may not be used for any other purpose except illness, injury or disability which prevents the employee from performing his/her normal duties.

Employees may use a maximum of five (5) days of sick leave for the illness of a member of the household or family member defined in Article XIII each fiscal year. Upon an employee's request, the Chief of Police may approve additional sick leave for the employee when a member of the household or family member has a long term illnesses.

### **Award**

**The Panel awards a combination of both Parties' proposals by deleting the first two paragraphs in Article IX – Sick Leave, Section 1 and replacing it with the following language:**

Section 1. Sick leave shall be limited to absence from duty without loss of pay when an employee is sick, injured, or disabled, or is required to undergo emergency medical, optical or dental treatment, when such treatment cannot be accomplished during off duty hours. Sick leave may not be used for any other purpose except illness, injury or disability which prevents the employee from performing his/her normal duties.

Employees may use a maximum of five (5) days of sick leave for the illness of a member of the household or family member defined in Article XIII each fiscal year. Upon an employee's request, the Chief of Police may approve additional sick leave for the employee when a member of the household or family member has a long term illnesses.

## **ISSUE #5**

### **ARTICLE IX – SICK LEAVE & ARTICLE XIX - VACATION**

#### **New Language - Leave With Out Pay - No Sick Leave and Vacation Accrual**

##### **Current Language**

No current language in Article IX – Sick Leave or Article XIX – Vacation.

##### **Town Proposal**

The Town proposes that employees shall not earn or accrue sick leave or vacation time while they are on unpaid status effective 7/1/18. The following language will be added to Article IX and Article XIX respectively:

Employees shall not earn or accrue sick leave while they are on unpaid status.

Employees shall not earn or accrue vacation time while they are on unpaid status.

##### **Union Proposal**

No change from current language in Article XXVI – Pro-Rated Benefits.

##### **Town Position**

The Town stated that “the purpose of [the proposal] is not intended to limit accrual of paid time off for any employee absence, merely those absences under circumstances where state law, Town policy or the CBA dictate that said employee should not be compensated while retaining employment status”.<sup>15</sup> Plymouth argued employees who are on unpaid leave and not available to work should not accrue benefits because the Town’s cost double. One, the cost doubles when Plymouth has to pay another employee overtime to fill the vacant shift when the employee is on unpaid leave and two, when the employee uses the accrued leave in the future given the Town has to pay overtime again to fill the vacant shift. By the Panel awarding the proposed language, employees will only receive benefits when they are actually working. This would result in increasing efficiency while reducing costs.

##### **Union Position**

President Kelley stated that the proposal was vague as it was unclear what the Town was seeking to accomplish. PPB believed the proposal meant to eliminate a long term benefit for employees who are sick or on injured-on-duty leave. In addition, Article XXVI – Pro-Rated Benefits already reduces the amount of sick and vacation leave, as well as clothing allowance, that employees receive because they are absent from work whether they are paid or not. The Union contends the evidence was insufficient to

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<sup>15</sup> Town Brief, p. 23.

establish there was a problem with the current language or why the language was inadequate; therefore, the Panel should reject the proposal.

### **Discussion**

Due to the vagueness of the proposal and that only one Town bargaining unit, SEIU, has agreed to the language, the Panel does not award it. If the Town is seeking to remove a long term benefit for employees who are sick or on injured-on-duty leave then the Panel concurs with the Arbitration Panel in JMLC #14-4174 - City of Somerville and Somerville Police Employees Association (December 22, 2016) that:

. . . large gains or major concessions are not achieved in the format of arbitration. An arbitrator is reluctant to modify contract provisions where the parties, in past years, have already reached agreement, the contract article has been in the contract for a considerable period of time, and there has been no ascertainable problem with the contract language.<sup>16</sup>

### **Award**

**The Panel does not award the Town's proposal that employees do not receive sick leave or vacation accrual when an employee is on leave without pay.**

### **ISSUE #7**

#### **ARTICLE XII – COURT TIME**

**(See Appendix B)**

### **Current Language**

Any employee who is required to attend Court after his regular shift or on his day off for matters which arise out of the performance of his/her duty for or on behalf of the Town of Plymouth, or as a result of being sent to another town to provide mutual aide, will be paid at a rate of time and one-half for such time in Court, and shall be guaranteed a minimum of three (3) hours of pay at this rate.

### **Union Proposal**

Change current 3 hour minimum to 4 hours minimum.

### **Town Proposal**

No change to the current contract language of a three (3) hour minimum.

### **Union Position**

The Study showed all the comparables communities receive a four (4) hour minimum. Accordingly, for external parity purposes the Panel should award the Patrol

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<sup>16</sup> JLMC #14-7174, p. 2.

Officers a one (1) hour increase from three (3) hours to four (4) hours for time spent in court.

### **Town Position**

Plymouth argued neither the Superior Officers nor the Town's firefighters have a four (4) hour minimum for Court Time. Patrol Officer seek parity in wages with the Superior Officers; and the Superior Officers only get three (3) hours. Internal parity is consistent now and should remain intact. If Patrol Officers receive the additional hours it will be difficult for Superior Officers to work with the Patrol Officers and perform the same duties but not receive the same court time pay.

### **Discussion**

The Study's comparable communities evidence supports the Panel to award the Union's proposal to increase the three (3) hours Court time to four (4) hours even though the Superior Officers and firefighters only receive three (3) hours.

### **Award**

**The Panel awards the Union's proposal of increasing the court time hours from three (3) to four (4) hours.**

### **Issue #7**

#### **Article XX – Educational Incentive Pay**

##### **Current Language**

\* \* \*

Section 6. Effective upon ratification only permanent full-time police officers hired prior to July 1, 2012, shall be eligible for benefits under sections 1 through 5 above. Employees hired as full-time police officers by the Town of Plymouth after July 1, 2012 shall be eligible for annual payment of \$5,000 for a bachelor's degree in law enforcement or criminal justice, and \$7,500 for a master's degree in law enforcement or criminal justice or a Law degree. In order to receive this benefit, all such degrees pursuant to this section must be received from an accredited institution of higher learning accredited by an accrediting agency listed as nationally recognized by the United States Secretary of Education.

##### **Union Proposal**

Effective July 1, 2018 change flat rates for Non-Quinn to 10% for a Bachelor's Degree and 20% for a Master's Degree.

##### **Town Proposal**

No change from current contract language.

### **Union Position**

The Union argued the proposal corrects a parity issue with the Superior Officers receiving Quinn Bill educational benefits. More than 2/3 of Patrol Officers or 63 members received the lower flat rate of \$5000 for a Bachelor's Degree (BA) as opposed to the 20% that Superior Officers receive. Consequently, Plymouth is not attracting educated officers because total compensation is low when compared to the comparables.

To award the proposal there would not be an undue economic cost on the Town because only 15 of the 63 Patrol Officers who are eligible for education incentive receive it. There are five members who receive \$12,500 (BA + MA), nine that receive \$5000 and one member who receives \$7,500. In addition, the Study confirmed that the Town's understanding that the low wages in Plymouth were hurting the recruitment and retention of employees. If the Town wants to attract good candidates then it needs to pay more for educational incentives. Finally, the proposal is supported by the internal comparables, beyond the Superior Officers, because all the other bargaining units received additional benefits beyond the pattern wage package.

### **Town Position**

Plymouth acknowledges that 66% of the Patrol Officers are too new and recently completed school to obtain the same benefit Superior Officers receive. However, the parties negotiated a flat rate, not a percentage at a cost to the Town. Rather than seek the percentages Superior Officers receive that results in a substantial cost to Plymouth in this Agreement and subsequent Agreements, PPB could have proposed an increase in the flat dollar rates. The parties negotiated a flat dollar education incentive and as a result, the Town can predict future cost where percentages will change based on COLA increase and other negotiated benefits. Accordingly, the Panel request that the Panel retain the current benefit.

### **Discussion**

The Panel awarded the 3.5% across-the-board increase and increase the minimum Court Hours retroactive to July 1, 2018 to raise the Patrol Officers' total compensation and eliminate the wage disparity between Plymouth and the external comparables in the Study. Accordingly, the Panel sees no compelling reasons to award PPB's proposal. If the Union seeks an increase in the current education incentive this must be done at the bargaining table through the give and take of negotiations and not though a JLMC Interest Arbitration Award. New Patrol Officers received the current benefit at the bargaining table and any changes should occur there in the future.

**Award**

**The Panel does not award the Union's proposal to change the flat dollar educational incentive pay to percentages.**

**ISSUE #8**

**ARTICLE XXV – NIGHT SHIFT DIFFERENTIAL**

**Current Language**

Officers are eligible to be paid compensation in addition to their base salary for scheduled regular shifts between the hours of 3:30PM and 8:00AM.

All officers who are regularly assigned to a shift between those hours shall be paid additional compensation in the amount of 2 ½% of the officer's annual a base salary. Amount will increase to 3% effective July 1, 2004. Amount will increase to 4% effective January 1, 2015. The amount will increased to 5% effective July 1, 2016. The amount will increase to 5.5% effective July 1, 2017. The amount will increase to 6% effective June 30, 2018.

The differential shall not be used in the calculation of any overtime rate of compensation

**Union Proposal**

The Night Shift Differential shall increase:

July 1, 2018 increase from 6% to 6.5%

July 1, 2019 increase from 6.5% to 7%

July 1, 2021 increase from 7% to 8%

**Town Proposal**

No change to current contract language.

**Union Position**

The Panel should award the proposed increases for several reasons. One, the current night differential rates are significantly behind Weymouth, Barnstable, and Billerica. In addition, Patrol Officers rates are now behind Taunton based on their recent July 1, 2017 to June 30, 2020 Agreement where Patrol Officers' night shift differential increased from 3% to 7% to 9%. Two, night shift differentials stem from the base salary rate and the base salary of the comparable communities have been increasing while Plymouth's wages have been stagnant. Finally, all of the other bargaining units in the Town have settled their Agreements and each of the units received additional benefits over the pattern wage package. The fact that this occurred

justifies the proposed increased in the Patrol Officers' night shift differential and the Panel should award PPB' proposal.

### **Town Position**

Plymouth argued that the Union did not present significant evidence to support their proposed increase to night shift differential. Currently, Patrol Officers' differential is higher than the Superior Officers and the firefighters by .5% and 3.5% respectively. When looking at the comparables the Town's rate of 6% is higher than the majority of the communities. The proposal equates to a substantial wage increase for the majority of the bargaining unit at a cost of \$62/week that is not justified; therefore, the Panel should not award PPB's proposal.

### **Discussion**

As discussed above, the Panel awarded the 3.5% across-the-board increase in the first year of the Agreement so the Patrol Officers' total compensation competes with the Study's comparable communities. Based on the evidence and arguments of the Parties, the Panel finds no compelling reason to award the Union's proposal and the current night shift differential shall remain at 6%.

### **Award**

**The Panel does not award the Union's proposal to increase the Patrol Officers' night shift differential.**

### **Issue #9**

#### **Article XL – Medical Stipend**

#### **New – Hazardous Duty Stipend**

### **Current Language**

None

### **Union Proposal**

Add a 3.5% Hazardous Duty Stipend into the base salary effective July 1, 2018.

### **Union Position**

The Union stated they would bypass this proposal if the Panel awarded the 3.5% across-the-board wage increase retroactive to July 1, 2018 in addition to the 2% COLA increase effective the same date.

### **Town Position**

The Union's proposal has fluctuated over the course of negotiation, during mediation and at the arbitration hearing. PPB's current proposal to add a new 3.5 Hazardous Duty Stipend into the base salary effective July 1, 2018 is unreasonable and more than the majority of the comparables. Consequently, the Panel should denied the Union's proposal.

### **Discussion**

The Panel has awarded the 3.5% across-the board increase retroactive to July 1, 2018 in addition to the 2% COLA increase effective the same date. Accordingly, the PPB's proposal has been withdrawn.

### **Award**

**The Panel does not award the Union's Hazardous Duty Stipend proposal because it has been withdrawn.**

## **ISSUE #10** **IMPLEMENTING A BI-WEEKLY PAYROLL**

### **Current Language**

None

### **Town Proposal**

The Town proposes changing to a bi-weekly payroll rather than a weekly payroll.

### **Union Proposal**

No change to current weekly payroll period.

### **Town Position**

The purpose of the Town's proposal is to increase efficiency and reduce administrative cost. In discussion with the Union, they are not opposed to the change if there can be a reasonable period to adequately notify and prepare Patrol Officers that the biweekly payroll is going to occur. PPB believes this is necessary because members may have to financially adjust to receiving their paychecks every other week. PPB has not defined what the reasonable period is and the Town wants to implement the biweekly payroll period as soon as practicable and seeks a brief notice period.

Given the Union is not opposed to the change the Panel should award the proposal with a brief notice period.

### **Union Position**

The Town will receive significant financial and administrative savings with the award of this proposal. PPB would agree if they received a significant wage package, employees are given reasonable notice and all other unions in Plymouth must agree to the change.

### **Discussion**

The Panel awards the Town's bi-weekly payroll period proposal, which shall be implemented 12 weeks after the Patrol Officers and the Union have been notified of the change.

### **Award**

**The Panel awards the Town's biweekly payroll period proposal, which shall be implemented 12 weeks after the Patrol Officers and the Union have been notified of the change.**

## SUMMARY OF AWARD

### Issue #1: Article XXXII – Duration Clause

The Panel awards the duration of the Agreement shall be July 1, 2018 to June 30, 2021.

### Issue #2: Article XXIV – Wages - COLA Increases & Step Increases

Effective July 1, 2018 a retroactive 3.5% across-the-board increase and a 2% COLA increase for a total of 5.5% shall be implemented. Effective July 1, 2019 and July 1, 2020 respectively a 2% COLA shall be implemented.

### Issue #3: Article IV – Special Leave

The following language shall be added to Article IV – Special Leave, Section F:

- 1) The 60-day time period for payback of a swap begins on the day the first swap is worked.
- 2) If an officer participating in a swap is unable to repay the swap due to injury or illness lasting over 2 weeks, which has rendered one of the officers involved in the swap incapable of participating in a swap, then the 60-day payback period will resume once the injured or ill officer returns to work in a capacity where the officer can participate in swaps.
- 3) Officers who participate in a swap which is not repaid within the 60 day time period will be sanctioned by being barred from participating in any new swaps (either the sanctioned officer working in place of another officer or having another officer work in place of the sanctioned officer) for a period of 60 days from the date the SWAP is repaid.
- 4) Any officer who is sanctioned according to Section 3, will only be barred from participating in new swaps during the sanction period. Officers who are in a sanction period will not be barred from repaying swaps which were initially worked prior to the beginning of the sanction period or having owed swaps repaid.
- 5) The chief of police, at his/her discretion, may extend the 60-day payback period if unusual circumstances arise.

### Issue #4: Article IX – Sick Leave – Limiting Days for Family Illness

The Panel awards a combination of both Parties' proposals by deleting the first two paragraphs in Article IX – Sick Leave, Section 1 and replacing it with the following language:

**Section 1. Sick leave shall be limited to absence from duty without loss of pay when an employee is sick, injured, or disabled, or is required to undergo emergency medical, optical or dental treatment, when such treatment cannot be accomplished during off duty hours. Sick leave may not be used for any other purpose except illness, injury or disability which prevents the employee from performing his/her normal duties.**

Employees may use a maximum of five (5) days of sick leave for the illness of a member of the household or family member defined in Article XIII each fiscal year. Upon an employee's request, the Chief of Police may approve additional sick leave for the employee when a member of the household or family member has a long term illnesses.

**Issue #5: Article IX – Sick Leave – LWOP No Sick Leave Accrual and Article XIX–Vacation–LWOP No Vacation Accrual**

The Panel does not award the Town's proposal that employees do not receive sick leave or vacation accrual when an employee is on leave without pay.

**Issue #6: Article XII–Court Time**

The Panel awards the Union's proposal of increasing the court time hours from three (3) to four (4) hours.

**Issue #7: Article XX–Educational Incentive Pay**

The Panel does not award the Union's proposal to change the flat dollar educational incentive pay to percentages.

**Issue #8: Article XXV–Night Shift Differential**

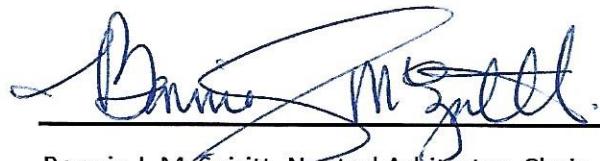
The Panel does not award the Union's proposal to increase the Patrol Officers' night shift differential.

**Issue #9: Article XL–Medical Stipend- New-Hazardous Duty Stipend**

The Panel does not award the Union's Hazardous Duty Stipend proposal because it has been withdrawn.

**Issue #10: New-Bi-Weekly Payroll**

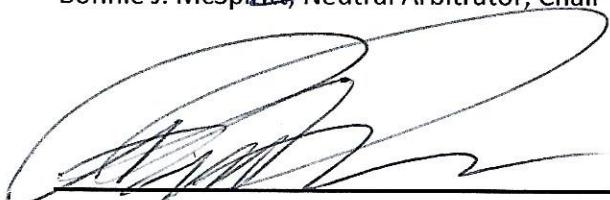
The Panel awards the Town's biweekly payroll period proposal, which shall be implemented 12 weeks after the Patrol Officers have been notified of the change.



Bonnie J. McSpiritt, Neutral Arbitrator, Chair

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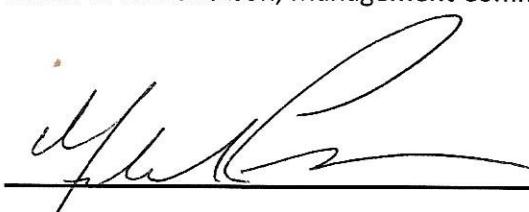
Date



Frank G. Frederickson, Management Committee Member

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Date



Michael Perreira, Labor Committee Member

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Date

**Memorandum of Agreement**  
**Plymouth Dispatchers Union, MassCOP AFL-CIO**  
**And**  
**The Town of Plymouth**  
**For the Collective Bargaining Agreement**  
**Dated July 1, 2018 – June 30, 2021**

The following constitutes an agreement between the parties, subject to ratification by the Board of Selectmen and the Union and subject to appropriation by Town Meeting. The information below in this Memorandum of Agreement shall be incorporated into the Collective Bargaining Agreement (CBA), unless specifically outlined otherwise, only after Town Meeting approval.

1. Remove Agency Service Fee Language (Article II §B).
2. Duration: 3 years (July 1, 2018 – June 30, 2021).
3. Wages:
  - FY19 2% COLA to be processed as soon as practicable upon ratification
  - FY20 2% COLA to be processed as soon as practicable upon ratification
  - FY21 2% COLA

Modify Article XXVIII – Classification Plan – Rates by adding new Subsection G.

**G. Effective July 1, 2020, employees maintaining all certifications required by the Police Chief, including but not limited to: Southeast District Frequency, B.A.P.E.R.N. Frequency, CJIS Certified, 911 Certified, Texting 911 Certified, and Emergency Fob Monitoring, shall receive a training and certification stipend of \$1200 annually to be incorporated into every regular pay period. The stipend will be included in the calculation of each employee's overtime rate.**

4. Modify Article XXXVII Training of New Dispatchers as follows:
  3. Dispatchers who are assigned to train will be compensated with two (2) hours of **Compensatory Time Training Time Earned** for each shift they are designated to train. **Training Time Earned** Experience will be considered; however, dispatchers will be designated to train at the Chief's discretion. **Training Time Earned shall not be included in the Compensatory Time Cap.**

This shall be implemented in year 2 of the CBA.

5. Modify Article XVIII Overtime as follows:

Employees will be permitted to accrue and use within the same fiscal year compensatory time in lieu of overtime pay for up to five (5) overtime shifts worked each year. **An employee may carry over a balance of up to 25.5 hours into the following fiscal year; any carried over balance must be used in the following fiscal year, and will not count or be combined with that fiscal year's accrual of compensatory time.**

This shall be implemented in year 2 of the CBA.

6. Modify Article XXIV Sick Leave as follows:

**M. An employee shall be granted the ability to utilize 40 hours accumulated sick leave per year due to illness of employee's spouse, children, or parent. The use of sick leave will be allowed past the five (5) days when in compliance with FMLA or Parental Leave.**

This shall be implemented in year 3 of the CBA.

7. Modify Article IX – Association Representatives to include the following language:

**Up to two (2) members of the bargaining unit will be allowed to attend the National or State Convention of the Massachusetts Coalition of Police (MassCOP) without loss of pay.**

8. New Article- “Outsourcing” that contains the following language:

The Town agrees to provide at least 6 months' notice over any proposed outsourcing of the Plymouth Public Safety Dispatch Service. The purpose of the notice is to provide an opportunity for the parties to bargain over the terms and conditions governing any proposed transition plan within the above 6-month timeframe.

9. Modify Article XVIII Overtime:

**Unless an emergency exists, as determined by the Chief of Police, bargaining Unit members shall not work more than seventeen consecutive hours in a twenty-four hour period (including regular shift).**

**The intent of this agreement is that, if a bargaining unit member works seventeen consecutive hours in a twenty-four hour period, s/he shall be allowed seven hours of rest before returning to work.**

10. Modify Article XXXIV Family and Medical Leave:

XXXIV

FAMILY AND MEDICAL LEAVE

**In compliance with the Family and Medical Leave Act of 1993, the Town of Plymouth will provide FMLA leave for eligible employees.**

**Family and Medical Leave may be taken only for the following reasons:**

1. the birth, placement for adoption, or foster care of a child;
2. the serious health condition of a spouse, child, or parent or;
3. the employee's own serious health condition.

**All eligible employees are entitled to take up to twelve (12) weeks of unpaid Family and Medical Leave during a twelve month period under the following definitions and procedures**

1. Eligible Employees: An employee who has worked for the Town for at least twelve months and who has provided at least 1250 hours of service during the twelve months preceding the start of the leave. Eligible part-time employee's leave will be prorated.

2. Twelve-month period: The Town of Plymouth uses A rolling 12 month period measured backward from the date an employee uses any Family Medical Leave.

3. Accrued Leave: An employee is required to use appropriate accrued leave before going on unpaid status. According to FMLA regulations, compensatory time is not considered accrued time and cannot be designated as Family Medical Leave.

4. Serious Health Condition: An illness, injury, impairment or physical or mental condition that involves:

- a) incapacity or treatment as an in-patient in a hospital, hospice, or residential medical care facility, or incapacity requiring absence from work or other activities
- b) incapacity requiring absence from work or other activities for more than three calendar days and involving continuing treatment by a health care provider;
- c) or continuing treatment by a health care provider for a chronic or long-term health condition which is incurable or if left untreated would result in incapacity for more than three calendar days.

5. Health Care Provider: A doctor of medicine or osteopathy authorized to practice in accordance with state regulations, or any person determined by the Secretary of Labor, or others capable of providing health care services as defined by the Department of Labor Family and Medical Leave Act rules.

#### 6. Intermittent Leave/Reduced Leave

Schedule: Time away from the job taken in separate blocks of time due to a single illness or injury/reduction in the number of hours per workday or workweek. The Town may require a temporary transfer to an alternative position to better accommodate the re-occurring periods of leave.

7. Workers' Compensation: An employee who is absent due to work-related illness or injury which is considered a serious health condition will be designated by the Town onto Family and Medical Leave. The employee may elect to either receive only workers' compensation benefits at a rate of 60% of pay or to supplement the workers' compensation pay by an additional 40% of pay which must be drawn from earned time and, if after five days of earned is used, from the employee's long term illness account. Any time absent from work due to a work-related illness or injury which is considered a serious health condition will count against an employee's FMLA leave entitlement.

All other provisions of the Family and Medical Leave Act will apply. The Association acknowledges that the Association and the Town are subject to the provisions of the Family and Medical Leave Act (FMLA). The FMLA shall not increase or decrease the length of leave available to eligible employees under this

Agreement. Where an employee takes leave under one of the aforementioned Articles for a reason which would entitle an employee to leave under the FMLA, such leave will also be considered FMLA leave and will be deducted from the employee's statutory FMLA leave entitlement.

FMLA leave is not cumulative and is not in addition to leaves currently available to the extent such leaves are for reasons covered by the FMLA. Alleged violations of the FMLA are not subject to Article III (grievance article) of this Agreement.

#### 11. Modify Article XXIII – Maternity Leave

#### ARTICLE XXIII

#### MATERNITY PARENTAL LEAVE

**In compliance with an Act Relative to Parental Leave expanding the maternity leave law MGL Ch. 149, Sec. 105D, the Town of Plymouth will provide parental leave for eligible employees.**

1. ~~An employee who is absent from work, during which period of time she bears a child, shall be deemed to be on a maternity leave under the terms of either Option (A) or Option (B), as provided herein.~~
2. ~~A leave of absence shall be granted for maternity purposes to female employees on the terms and conditions set forth in this Article.~~
3. ~~As soon as the employee determines she is pregnant, she shall notify her Department Head and the Town Manager for the Town of Plymouth, in writing, of her pregnancy. The employee shall give at least two weeks notice of the date she wishes to commence her leave of absence. At the time of the latter notification, the employee will select one of the following two options:~~

~~Option A – Extended leave without pay with entitlement to sick leave benefits for certified disability for childbirth and recovery therefrom during the period of this leave.~~

~~Option B – Unpaid Massachusetts Statutory Maternity Leave (M.G.L., Ch. 149, Section 105D) with guarantee of sick leave benefits for certified disability for childbirth and recovery therefrom during the period of this leave.~~

#### 4. The provisions of Option A are as follows:

- a. ~~The maximum length of such leave will not extend beyond six (6) months from the actual date of delivery of the child.~~
- b. ~~An employee may continue to work so long as her physician certifies that she is able to do so, however, the leave without pay shall commence with cessation of actual work.~~
- c. ~~Any extension of maternity leave must be requested in writing from the employee to the Town Manager. The Town Manager may grant extended leave based upon the specific conditions of the request~~
- d. ~~The employee shall give the Department Head a notice of her intent to return to work at least thirty (30) days prior to the date she desires to return to work. She shall be able to return to work if there is an available position, or one that becomes available for which the employee is qualified. An available position is defined to be one that is not being held by a permanent full time employee.~~

~~If the employee fails to so notify the Department Head in writing, or does furnish said written notice and fails to return to work at the expiration of her leave, she shall be deemed to have resigned, and the obligation of the Town to provide a position for her shall cease.~~

5. The provisions of Option B are as follows:

- a. ~~A female employee who has been employed for at least three (3) consecutive months as a full time employee, who is absent from such employment for a period not exceeding eight (8) weeks for the purpose of giving birth, said period to be hereinafter called "Maternity Leave", and who shall give at least two (2) weeks' notice to her employer of her anticipated date of departure and intention to return, shall be restored to her original position with the same status, pay, length of service credit, and seniority, wherever applicable, as of the date of her leave.~~
6. ~~The parties agree that sick leave benefits for disability due to childbirth and recovery therefrom will not be allowed for an employee who is on any other kind of approved extended leave of absence. In addition, employees will not be entitled to sick leave benefits for any other illnesses and/or disabilities incurred while on maternity leave, except as provided in this Article.~~
7. ~~The Association recognizes that any temporary employee hired to cover a maternity leave will remain a temporary employee for the duration of the maternity leave and that the employee does not become a permanent employee of the Town as a result of working to cover a maternity leave for a permanent employee~~

12. Modify Article XXXVI – Small Necessities Leave

ARTICLE XXXVI

SMALL NECESSITIES LEAVE

In compliance with the Small Necessities Leave Act MGL Ch. 149, Sec. 52D, the Town of Plymouth will provide appropriate leave to eligible employees. An employee is required to use appropriate accrued leave before going on unpaid status.

1. Purpose:

~~Entitles eligible employees to take twenty four (24) hours of leave, in addition to the leave provided under the federal Family and Medical Leave Act of 1993 (FMLA), during any twelve (12) month period to attend children's schools activities and to attend to certain medical and other care needs such as:~~

- a) ~~Participation in school activities directly related to the educational advancement of the employee's son/daughter. (i.e., attending parent teacher conferences; enrolling child in school; interviewing for a new school).~~
- b) ~~To accompany employee's son/daughter to routine medical appointments, including visits for check-ups, vaccinations, etc.~~
- c) ~~To accompany an "elderly" relative of the employee (i.e., a person at least 60 years of age, related by blood or marriage to the employee, including the employee's parents) to routine medical/dental appointments, appointments for other professional services related to the elder's care (i.e., interviews at nursing or group homes).~~

2. Policy Guidelines:

~~If need for leave is foreseeable, the employee must give seven (7) days notice before the date the leave is to begin.~~

~~If need for the leave is unforeseeable, the employee must give as much notice as is practicable under the circumstances.~~

~~Eligible employees are required to substitute any accrued vacation or personal leave they may have for leave under this policy. Sick leave may be used in any situation where the provisions of collective bargaining agreements or the Personnel By Law apply. If an employee does not have accrued leave, the leave will be unpaid.~~

~~Leave may be taken intermittently or on a reduced leave schedule.~~

~~Employees may be required to provide certification pursuant to regulations from the Attorney General's office.~~

**3. Applicability:**

~~Any employee who has worked for the Town of Plymouth for at least twelve (12) months and has worked at least 1,250 hours over the previous twelve (12) months.~~

~~c. Eligible employees shall be entitled to take 24 hours of leave in addition to the 12 weeks of leave allowed by the Family and Medical Leave Act for certain reasons such as parent teacher conferences and taking children and elderly relatives to routine medical appointments as provided by the "Small Necessities Leave Act". In compliance with the Small Necessities Leave Act MGL Ch. 149, Sec. 52D, the Town of Plymouth will provide appropriate leave to eligible employees. An employee is required to use appropriate accrued leave before going on unpaid status.~~

**13. New Article – "Swaps" that contains the following language:**

Employees shall be allowed to swap shifts in accordance with the provisions below:

1. All shift swaps shall be repaid within sixty (60) days.
  - a) The 60-day time period for payback of a swap begins on the day the first swap is worked.
  - b) If an employee participating in a swap is unable to repay the swap due to injury or illness lasting over 2 weeks, which has rendered one of the employees involved in the swap incapable of participating in a swap, then the 60-day payback period will resume once the injured or ill employee returns to work in a capacity where the employee can participate in swaps.
  - c) Employees who participate in a swap which is not repaid within the 60 day time period will be sanctioned by being barred from participating in any new swaps (either the sanctioned employee working in place of another employee or having another employee work in place of the sanctioned employee) for a period of 60 days from the date the SWAP is repaid.
  - d) Any employee who is sanctioned according to Section 3, will only be barred from participating in new swaps during the sanction period. Employees who are in a sanction period will not be

barred from repaying swaps which were initially worked prior to the beginning of the sanction period or having owed swaps repaid.

e) The chief of police, at his/her discretion, may extend the 60-day payback period if unusual circumstances arise.

14. In recognition of the Dispatcher Group's position that there is a priority on preserving current health insurance benefits over salary increases, the Dispatchers and the Town agree the HRS Compensation and Benefits Study (Study) is satisfied upon the signing of this agreement. The parties acknowledge that this agreement is completed by making no changes to health insurance benefits for active employees, retirees and/or future employees through June 30, 2021. The Dispatchers and the Town also agree that by making no changes to health insurance benefits until after June 30, 2021, there will be no additional actions and/or salary adjustments made as a result of the Study through the timeframe of this agreement. This shall not be incorporated into the CBA, but listed in this MOA.

15. Modify – Article XXXIII – Personal Leave – by adding new Subsection d.

e. Effective for the 3<sup>rd</sup> year of this contract only – Fiscal Year 2021 – employees shall be granted an additional 8-hours of personal leave, to be used in accordance with the conditions listed above. This additional leave shall automatically expire at the end of the July 1, 2018 - June 30, 2021 contract term.

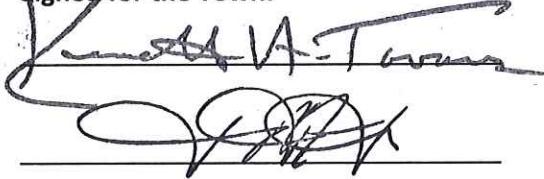
**Signed for the Union:**

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Date

**Signed for the Town:**



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3-10-20

Date

## ARTICLE 2:

**ARTICLE 2:** To see if the Town will vote to transfer from available funds a sum of money to be added to funds already appropriated under Articles 7A through 7E of the 2019 Spring Annual Town Meeting for the purpose of supplementing departmental expenses, or otherwise amend said votes, or take any other action relative thereto.

### BOARD OF SELECTMEN

#### 2A -Veterans Department

**RECOMMENDATION:** Approval \$100,000 (Unanimous, 10-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 2A. The Veterans Department experienced a budget shortfall due to unexpected costs in FY20 related to funeral expenses, dental care, and the rising cost of hearing aids, prescriptions drugs, and supplemental insurance expenses. They are requesting \$100,000 to supplement the FY20 budget. Approval of Article 2A will ensure that the Department has funds to continue offering services to Veterans for these expenses. It should be noted that the Town of Plymouth is reimbursed 75% of these expenses, typically in the next fiscal year.

#### 2B - Board of Health

**RECOMMENDATION:** Approval \$23,500 (9-0-1)

The Advisory & Finance Committee recommends Town Meeting approve Article 2B. Approval of the article will assist The Board of Health in addressing their FY20 deficit and related costs totaling \$23,500 associated with Contract Title V services and training and certifications for two new employees.

#### 2C - Town Clerk

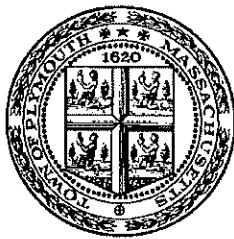
**RECOMMENDATION:** Approval \$18,517 (Unanimous, 10-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 2C. Approval of this article is necessary to fund a Special Election due to the resignation of Vinny DeMacedo as State Senator. The special election will require staff and equipment programming at a cost of \$18,517.

#### 2D - Human Resources

**RECOMMENDATION:** Approval \$75,000 (Unanimous, 9-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 2D. Approval of this Article will increase FY20 funding for Medical Services by \$75,000 for asbestos screening tests for 300 current and former employees that worked in buildings identified to have asbestos.



## Town of Plymouth

Veterans' Services

26 Court Street  
Plymouth, MA 02360  
508-747-1620 ext 10172/10173  
FAX 508-830-4062

1/28/2020

From: Roxanne Whitbeck, Director of Veteran Services  
To: Lynne Barrett, Director of Finance

Subj: Shortage in budget for line item Veteran's Benefits

I am predicting a shortage in Veteran's Benefits for approximately 100,000.00. Unfortunately, this year, we had many more expenses that we had not incurred the previous year. Some expenses that we did not see coming was 2 funerals @ 4000.00 each, total cost \$8,000.00. Dental expenses since July are @ \$8,555.00. The rising costs of hearing aids and prescriptions and reimbursement of Medicare parts B, D and supplemental insurances @ \$127,793. Our monthly expenses are broken down by the VSMIS system that we use statewide as a means of reimbursement by the Department of Veteran Services as follows:

Ordinary Benefit (housing costs)

Fuel

Doctor

Medications

Hospital

Dental

Miscellaneous

Below is a total Veteran Benefits of the last six months:

July = \$57,699.37

August = \$56,635.03

September = \$58,570.91

October = \$60,382.47

November = \$55,948.11

December = \$58,234.95

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\$347,470.84 (averaging a monthly expense of \$57,9110.81)

I am asking for an additional \$100,000. I arrived as this number by multiplying \$58,000 x 5 = \$290,000 - \$210,000 (current balance) = \$80,000 with the additional \$20,000 available for our 15 clients that have yet to be certified January - June 2020.

Please keep in mind that the Town of Plymouth is reimbursed 75% of all expenses in this line item.

*Respectfully submitted,  
Roxanne R. Whitbeck*

Public Health  
Department

# Memo

**To:** Finance

**From:** Karen Keane, Public Health Director

**Date:** February 20, 2020

**Re:** Supplemental Budget Request

---

The Public Health Department is requesting an additional \$23,500. Please see below for the breakdown.

Description	Object	Amount	Reason
Training/Certifications	530101	\$500	2 new employees - will need certifications and trainings to fulfill job requirements
Title 5 Inspector	520006	\$19,000 + \$4000 \$23,000	Needed for Title 5 inspections and perc tests to cover for Director and until new employees are certified and to cover existing deficit (\$4000)

## Town Clerk

# Memo

**To:** Advisory and Finance Committee

**From:** Laurence R. Pizer

**cc:**

**Date:** February 11, 2020

**Re:** Supplemental Budget Request

---

Because of the resignation of Senator Vinny deMacedo, the Town must conduct an election on March 31, 2020 to choose a new State Senator. It is possible that the state will reimburse the Town for part of the cost of that election, but there is no guarantee, and the amount is based on unpaid salary for the position spread among the six towns in the Plymouth and Barnstable District. It is not clear that payment will arrive in this fiscal year. Therefore, the Town Clerk's Office is requesting a supplement to its budget to cover the expenses of the election.

00101616-53004 Technical Services – FY20 \$6,750      Requested \$2,125

This encompasses programming of voting equipment

00101615-512000 Salaries & Wages Temp. FY 20 \$38,699 Requested \$16,375

Poll Workers \$12.75/hr x 15 precincts x 4 poll workers per precinct x 16 hours = \$12,240

Wardens \$17.30 /hr X 15 precincts x 16 hours = \$4,152

Total request = \$18,517



# TOWN OF PLYMOUTH

26 Court Street  
Plymouth, Massachusetts 02360  
(508) 747-1620

DATE: February 12, 2020

TO: Board of Selectmen  
Advisory and Finance Committee  
Melissa Arrighi, Town Manager  
Lynne Barrett, Director of Finance

FROM: Marie Brinkmann, Director of Human Resources

RE: FY20 Supplemental Budget Request

CC: Marlene McCollum, Assistant Town Manager

A handwritten signature in black ink that reads "Marie Brinkmann".

I am requesting funding in the event of a shortage in the Medical Services line of the Human Resources budget for FY20 of \$75,000.

Funds in the Medical Services line are used for pre-employment physicals and drug tests, as well as return to work physicals and police pre-employment psychological screenings.

During FY20 an unanticipated expense of large-scale asbestos screening is also being paid from this budget line.

We have extended the offer of asbestos screening to nearly 300 current and former employees, with approximately 100 screenings completed to date. When done locally, these screenings are \$250 per screening. However, we also have many individuals living out of state, and the out of state costs for asbestos screening can vary. To date we have incurred approximately \$25,000 in unanticipated expenses.

100 screenings performed to date x \$250/screening = \$25,000.

Although it is unlikely that every individual will participate in the offer to be screened, it is important that we fund these screenings in that event.

200 possible additional screenings x \$250/screening = \$50,000.

Thank you for your consideration.

## ARTICLE 3:

**ARTICLE 3:** To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to pay certain unpaid bills of a prior fiscal year, or take any other action relative thereto.

### BOARD OF SELECTMEN

#### **RECOMMENDATION:** Approval \$3,747.56

The Advisory & Finance Committee recommends Town Meeting approve Article 3. At the 2/19/20 meeting the Committee voted to authorize the Finance Department to process the outstanding invoices from FY19 to Home Depot totaling \$117.56 on behalf of the Water Department (Unanimous, 10-0-0). At the 3/11/20 meeting the Committee voted to authorize the Finance Department to process the outstanding invoices from FY19 to Envirotech Laboratories, Inc. totaling \$3,630 on behalf of the Water Department (Unanimous, 13-0-0).

VENDOR	DEPARTMENT	AMOUNT
Home Depot	Water Dept	\$117.56
Envirotech Laboratories, Inc.	Water Dept	\$3,630.00
Total		\$3,747.56



**TOWN OF PLYMOUTH**  
**DEPARTMENT OF PUBLIC WORKS**

159 Camelot Drive  
Plymouth, Massachusetts 02360

FAX: (508) 830-4165

# MEMO

Date: March 2, 2020

To: Kevin Canty, Chairman Advisory & Finance Committee

cc: Lynne Barrett, Finance Director  
Melissa Arrighi, Town Manager  
Marlene McCollem, Asst. Town Manager

From: Jonathan Beder, Director of Public Works

**Re: DPW Water-FY19 Unpaid Bills**

DPW Water Division has 14 unpaid bills for water testing due to Envirotech Labs in the amount of \$3,630.00

Envirotech is a state certified laboratory that tests our drinking water for primary and secondary contaminants which is an essential regulatory function of water operations. The Town of Plymouth's Water Division has been utilizing the services of this lab for many years. The Lab sends the Division invoices as these essential services are performed weekly.

The nature and types of water quality sampling can be sporadic and inconsistent making it difficult to anticipate and track the multiple invoices that are received. During FY 2019, two events occurred in which we believe lead to these invoices not being paid. Envirotech, had previously mailed paper copies of invoices to all their clients, to begin a software-based billing system in which digital copies of invoices as well as lab analysis were delivered directly to customers via e-mail. The roll out of this program was relatively smooth, but not without problems.

DPW also had some staffing changes within the Water Division which may have contributed to the confusion with the bills. Envirotech is now billing us using an entirely digital platform and is working out quite nicely. All Water Division staff is aware of the concern and has been instructed to police all bills for work performed. Should you have any questions or require additional information, please let us know.



## ARTICLE 4:

**ARTICLE 4:** To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow a sum of money for the construction and/or repair and/or purchase and/or lease of buildings and/or replacement of departmental buildings, and/or equipment and/or capital facilities for various departments of the Town and/or for feasibility and other types of studies or professional consulting services, including any related and incidental costs and expenses, as follows:

- Asbestos Management Plan – DPW Facilities
- Brook Road bridge design and construction – DPW Engineering
- Manoment and Pinehills pressure zone upgrades – Water Enterprise
- Public safety communications tower – Fire
- Vehicle for use at Long Beach – DMEA

Or take any other action relative thereto.

### BOARD OF SELECTMEN

**RECOMMENDATION:** Approval \$2,780,000 (Unanimous, 12-0-0).

The Advisory & Finance Committee recommends Town Meeting approve Article 4. Approval of this Article will authorize:

- \$80,000 for an Asbestos Management Plan that will be conducted by a licensed environmental consulting agency. The plan will provide a detailed report for each of the 32 public buildings indicating the locations, quantities and condition of each type of Asbestos Containing Materials (ACM) and recommendations for abatement and response actions for identified ACM's. The Capital Improvement Committee (CIC) ranked this project 35a.
- \$2,200,000 for design and construction of the Brook Road bridge. The functionality of the current structure is limited by issues with the bridge's capacity, width, and channel/floodway constriction. The Police, Fire and School departments support this project. The Town received a \$500,000 award from the MassDOT Municipal Small Bridge Program. The CIC ranked this project 4a.
- \$500,000 for the construction of a new Fire Department Communications Tower and installation of the communication systems. The communications tower is critical to the Fire, Police and EMS communications and operations. The CIC ranked this project 3a.



**TOWN OF PLYMOUTH**  
**DEPARTMENT OF PUBLIC WORKS**

159 Camelot Drive  
Plymouth, Massachusetts 02360

FAX: (508) 830-4165

# MEMO

Date: February 27, 2020

To: Select Board  
Advisory & Finance Committee

cc: Melissa Arrighi, Town Manager  
Marlene McCollem, Asst. Town Manager  
Lynne Barrett, Finance Director

From: Jonathan Beder, Director of Public Works

**Re: Special Annual Town Meeting  
Article 4-DPW Facilities Capital Request**

### DPW Facilities Special ATM-Asbestos Management Plan (\$80,000)

This request of \$80,000 includes labor, sample analysis, equipment, and miscellaneous costs to provide the Town with an inventory of accessible asbestos containing materials (ACMs) in all 32 public buildings. Although the Town is not obligated to fund such a plan (schools are), we feel that having such a proactive planning tool will allow for quicker response and repair times, while providing the safest work environment. These funds will provide an inspection that will adhere to the Environmental Protection Agency's (EPA) Asbestos Hazard Emergency Response Act (AHERA) protocol by a qualified and licensed environmental consulting agency.

The investigation will be performed by a Massachusetts licensed Asbestos Inspector by collecting bulk samples of suspected materials in accordance to EPA guidelines. Bulk samples will be delivered to a Massachusetts licensed laboratory to determine the type and content of asbestos.

The firm will prepare survey reports for each building surveyed, and will include the locations, quantities and condition of each type of ACM in specified locations. Additionally, the report will present the findings, conclusions, and recommendations for abatement of ACM's identified. Recommended response actions to identified ACMs will also be provided for each location.

**TOWN OF PLYMOUTH CAPITAL IMPROVEMENT PLAN REQUEST FORM**  
**FY20 SPECIAL ANNUAL TOWN MEETING REQUEST FORM**

Department:	DPW-ENGINEERING DIV.	Priority #:	1
Project Title and Description:	Brook Road Bridge Design and Construction	Total Project Cost:	\$2,200,000

Department/Division Head: **Sid Kashi, Town Engineer**

Check if project is:  New  Resubmitted  Cost estimate was developed: Internally  Externally

For project re-submittals, list prior year(s): **FY16 FY17. FY18. FY19 & FY20**

List any funding sources and amounts already granted: **\$500,000.00**

Basis of Estimated Costs (attach additional information if available)			If project has impact on 5 Year Plan and future operating budgets, insert estimated amounts.		
Capital:	Cost	Comments	Fiscal Year:	Capital	O & M
<i>Planning and Design</i>	\$150,000.00		<i>FY21</i>	\$2,200,000.00	
<i>Labor and Materials</i>	\$1,800,000.00		<i>FY22</i>		
<i>Construction Inspection and Administration</i>	\$200,000		<i>FY23</i>		
<i>Land Acquisition</i>	\$50,000		<i>FY24</i>		
<i>Equipment</i>			<i>FY25</i>		
<i>Other</i>					
<i>Contingency</i>					
<b>Total Capital</b>	<b>\$2,200,000.00</b>				

Possible sources and amounts of funding, if known: **\$500,000.00 MASSDOT**

Project Justification and Objective: **The Bridge is located on Brook Road spanning the Beaver Dam Brook, has been inspected and posted to limit heavy vehicle traffic. The Town received \$500,000.00 from State (MassDOT).**

**For Capital Project Requests:**

Will this project be phased over more than one fiscal year? If yes, enter it on the 5 Year Plan  Yes  No  X  
 Can this project be phased over more than one fiscal year?  Yes  No  X

**For Capital Equipment Requests:**

Check if equipment requested is replacement and enter the year, make & model, VIN and present condition of existing equipment

Check here if additional information or justification is attached.

What is the expected lifespan of this new/replacement equipment: \_\_\_\_\_

Attach backup information, estimates, or justification to support this request.



Charles D. Baker, Governor  
Karyn E. Polito, Lieutenant Governor  
Stephanie Pollack, Secretary & CEO  
Jonathan L. Gulliver, Highway Administrator



AGREEMENT  
NOTICE TO PROCEED

May 23, 2019

Town of Plymouth  
26 Court Street  
Plymouth, MA 02360

Agreement Number: 107479

Action Item #: 40

Action Item Date: May 22, 2019

Dear Sid Kashi:

Enclosed is a signed copy of your agreement with the Massachusetts Department of Transportation, Highway Division.

This agreement is relative in the amount of \$500,000.00 with regards to the Municipal Bridge Improvement Program in Plymouth.

In accordance with the terms of this agreement, you are hereby notified to commence work on May 17, 2019. The work is scheduled to be completed on June 30, 2021.

Thank you,

Leo F. Mooney IV  
Director of Contracts & Records

LFM/mrm

cc:

Fiscal  
Contracts & Records

E-Mail:

Michael Schwartz, Project Management  
Alex Bardow, Director of Bridges and Structures  
Maria Conti, Budget  
Shane Sousa, D5  
John Mallios, CCU Administrator



Charles D. Baker, Governor  
Karyn E. Polito, Lieutenant Governor  
Stephanie Pollack, Secretary & CEO  
Jonathan L. Gulliver, Highway Administrator



February 5, 2019

RECEIVED

FEB 19 2019

ENGINEERING DIV.  
PLYMOUTH, MA

Sid Kashi  
Town Engineer  
Town of Plymouth  
26 Court Street  
Plymouth, MA 02360

Re: Beaver Dam Brook Bridge(9KM)

Dear Mr. Kashi:

We are pleased to inform you that your Municipal Small Bridge Program Application has been approved for \$500,000.

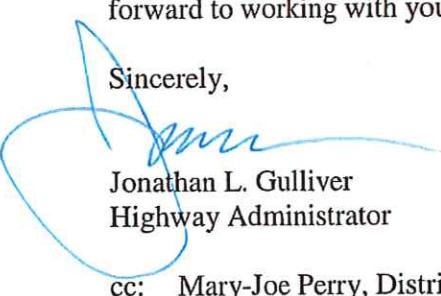
To execute an Agreement, MassDOT needs the following pre-contract information sent to your District Bridge Engineer:

1. The name of your DESIGN ENGINEER;
2. If the Municipality is seeking reimbursement of the Design Cost, please submit the fee proposal (either Lump Sum or Cost Plus Net Fee);
3. The Preliminary Construction Costs of the proposed PROJECT (the total design and/or construction costs for reimbursement should match your award amount);
4. The Scope of Work for the proposed bridge PROJECT;
5. The estimated time it will take to do the said Design Work for the proposed PROJECT;
6. The estimated time it will take to do the Construction Work for the proposed PROJECT.

MassDOT's District Bridge Engineer will initiate the contracting process once the above information is received and reviewed. MassDOT requests that the 25% Design be submitted to your District office within six months of your Notice-To-Proceed (NTP) and that you regularly update your District Bridge Engineer on the design and construction progress.

Please contact your District Bridge Engineer if you have any questions. MassDOT looks forward to working with you on this critical bridge project.

Sincerely,

  
Jonathan L. Gulliver  
Highway Administrator

cc: Mary-Joe Perry, District Highway Director, District 5  
Shane Sousa, MassDOT Bridge Engineer, District 5  
Eileen Gunn, MassDOT Municipal Grant Programs Administrator

**R-20MD**

**R-25**

**GC**

**CUSHING DRIVE**

**MANOMET POINT**

113

46



### Bridge P-13-011 (9KM) Project Overview

Bridge P-13-011 (9KM) is a single 11.5-foot span steel stringer/ reinforced concrete deck bridge located in the Town of Plymouth that carries Brook Road over the Beaver Dam Brook. The abutments and wingwalls are stone masonry gravity walls. The bridge clear width is 16+/- feet and carries a single lane of traffic. The bridge construction date is unknown, however, based on similar construction methods, it is estimated that the construction date is circa 1925. The bridge is currently posted at H = 3 tons; Type 3 = 5 tons; 3S2 = 8 tons. An initial routine bridge inspection was performed by Bayside Engineering on August 8, 2016.



### Key Issues

During our site visit, bridge deficiencies were examined and traffic operations were observed. Based on our inspection, the bridge is generally in satisfactory condition. However, current functionality of the structure are limited by the key issues identified as: **bridge capacity, bridge width and channel/floodway constriction.**

The bridge posting precludes most commercial vehicles from using the bridge to access the residences on Brook Road and Bulrush Lane. As such, access must be from the southerly Brook Road intersection with route 3A (State Road). Despite this restriction, Bayside observed a refuse truck, telecommunications vehicle and package delivery truck crossing the bridge during our inspection.



The 16-foot clear width of the bridge and roadway approaches (45 feet in each direction) restricts roadway use to a single lane for a total of 100 feet. Additionally, the roadway approaches are constructed in the floodway of the Beaver Dam Brook. This has resulted in significant upstream flooding under all flood profiles analyzed in the Plymouth County Flood Study.



TOWN OF PLYMOUTH  
FIRE DEPARTMENT

114 Sandwich Street  
Plymouth, Massachusetts 02360-2453

FAX (508) 830-4174  
(508) 830-4213

October 24, 2016

Sid Kashi, PE, MPS  
Town Engineer  
Town of Plymouth  
11 Lincoln Street  
Plymouth, Massachusetts 02360

RECEIVED

OCT 24 2016

ENGINEERING DIV.  
PLYMOUTH, MA

Dear Sid,

The Plymouth Fire Department is pleased to provide a letter of support for the funding of repairs to the Brook Road Bridge.

The Fire Department has had to deal with weight limits placed on numerous bridges in Plymouth. Over the years, many of the bridges have been replaced or repaired however the bridges on Taylor Avenue, Bartlett Road and Brook Road still present challenges to the Department while delivering emergency Fire and EMS services to residents in these areas.

The Brook Road Bridge is especially challenging as its weight limit is less than any of our apparatus, support vehicles and ambulances (the 2 axle vehicle limit is at 3,000 pounds). This has required the Department to make changes in our computer aided dispatch system to ensure vehicles do not cross over the Brook Road Bridge. Exact addresses must be known prior to dispatching any emergency vehicles and the route for the response is dependent upon which side of the bridge the incident is located. On a number of occasions the exact address was not known to the 911 caller, requiring multiple stations to be dispatched each responding to the emergency from opposite ends of Brook Road. This wastes valuable resources that can be needed at other locations.

Rerouting emergency vehicles (fire pumper and ambulances) to avoid crossing this bridge often results in longer response times, crucial minutes that many times change the outcome of the emergency.

Brook Road is also serves as an alternate detour route for emergency responders to detour traffic while working emergency incidents along State Road (Rte. 3A) such as fires and traffic accidents. The bridge limit negates our ability to use this detour option.

Plymouth Fire fully supports your application for funding; this project will enhance emergency services to our residents.

G. Edward Bradley, Chief  
Town of Plymouth Fire Department  
114 Sandwich Street  
Plymouth Massachusetts



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**TOWN OF PLYMOUTH  
POLICE DEPARTMENT**

20 Long Pond Road  
Plymouth, Massachusetts 02360

(508) 830-4218  
FAX: (508) 830-4227

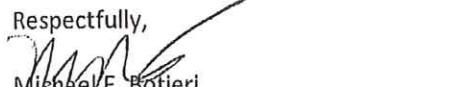
To: Sid Kashi, Engineering Department  
From: Chief Michael E. Botieri  
Date: October 25, 2016  
Re: Brook Road Bridge

Sir,

This letter is in response to your inquiry concerning the condition of the Brook Road Bridge that crosses the Beaver Dam Brook and the impact it would create on Public Safety should the bridge become unusable.

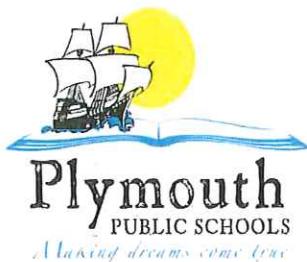
Brook Road is a narrow, barely two lane residential roadway that runs north and south and is only accessible from State Road (Route 3A) at either end. In addition Bull Rush Road is only accessible from Brook Rd. In the event the bridge became unusable there would be significant impact on police emergency response time. Officers would need to know which end of the road to enter from in order to respond to the appropriate address.

I hope that this information is helpful. Please feel free to contact me with any questions.

Respectfully,  
  
Michael E. Botieri  
Chief of Police



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## PLYMOUTH PUBLIC SCHOOLS

Administration Building

253 South Meadow Road

Plymouth, MA 02360

PHONE (508)-830-4300

FAX (508)-746-1873

Gary L. Costin, R.S.B.A.

Business Administrator

October 20, 2016

**RECEIVED**

**OCT 24 2016**

**ENGINEERING DIV.  
PLYMOUTH, MA**

Sid Kashi, PE, MPS  
Town Engineer  
Town of Plymouth  
11 Lincoln Street  
Plymouth, Massachusetts 02360

Dear Sid,

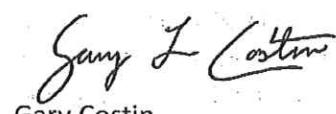
I am happy to comment on the impact that bridges within the Town of Plymouth, with allowable weight limitations that prohibit the travel of school buses, have on the routes and services that are provided to our students.

The Plymouth School District operates 69 full-size, 71 passenger school buses on a daily basis that travel the 400 plus miles in Plymouth. Most buses operate on a three tier system; each bus will run three distinct routes, one for each grade level (Elementary, Middle and High). Yearly, when the district plans each route, we are forced to deal with a number of bridges whose maximum allowable weight is not rated to accommodate a school bus. Specifically, I am aware of bridges on Brook Road, Taylor Avenue, and Bartlett Road that fall into this category. The school district has been forced to face this dilemma for many years. For necessity, we have made route adjustments that either add time and mileage to our routes, cause students to walk a farther distance to their bus stops, or require the transportation vendor to redirect two buses to cover areas at either end of the bridge.

Should these bridges be redesigned and constructed to handle the weight of a school bus, the district would experience no restrictions on the routes that service these areas. The result would be a favorable revision of bus routes that would benefit students who reside in these neighborhoods.

Please let us know if we can provide any information.

Thank you,

  
Gary Costin



The Plymouth Area  
CHAMBER OF COMMERCE  
LEARN • CONNECT • SUCCEED

RECEIVED

OCT 24 2016

ENGINEERING DIV.  
PLYMOUTH, MA

October 20, 2016

Mr. Sid Kashi  
Plymouth Department of Public Works  
Plymouth Town Hall  
11 Lincoln Street  
Plymouth, MA 02360

Dear Mr. Kashi:

The Plymouth Area Chamber of Commerce, representing over 700 businesses and organizations across the lower South Shore is pleased to provide this letter of support for funding from the Municipal Small Bridge Program to repair the Brook Road Bridge in Manomet.

Loss of the Brook Road bridge would create a number of public safety issues and lead to disruptions to the many residents and businesses in South Plymouth who utilize Brook Road. As you are no doubt aware, in addition to being an important north/south link for residents, it also serves a primary alternative to State Road.

For these reasons and more, the Chamber fully supports your application. Please feel free to contact me if there is anything else we can do to provide additional support.

Sincerely,

Kevin O'Reilly  
Executive Director

134 Court Street Plymouth, MA 02360  
508.830.1620 • Fax 508.830.1621  
info@plymouthchamber.com • www.plymouthchamber.com

# MEMO

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Date: February 26, 2020

To: Capital Improvement Committee

cc: Pam Hagler, Procurement Officer  
Lynne Barrett, Finance Director  
Jeanette White FINCOM,  
Melissa Arrighi, Town Manager  
Marlene McCollem, Asst. Town Manager

From: Edward Bradley, Chief of Department *EGB*

**Re: Special Annual Town Meeting  
Fire Department Capital Request**

## Fire Department Special ATM (Article 4)

This request is to address the issues facing the Fire Headquarters communications tower. This tower is critical to Fire Department, Police and EMS communications and operations. The existing tower was damaged in a windstorm in the spring of 2018 which caused torsional damage to the structure. This damage has weakened the antenna to an extent that continued exposure to wind related storms could cause a collapse. In addition, because of its geographic location, the base of the tower, which was installed on the roof, has corrosion issues due to the salt air. Currently, the collapse zone encompasses residential homes adjacent to the station. An engineer's report from the town's insurer and FEMA have condemned the tower based upon inspection and its 40 years since construction.

A new location at Headquarters would not be feasible for four reasons: 1 – current land at Headquarters does not provide for an adequate collapse zone, 2- installing it on the ground is problematic as the contaminated soil may cause a release during excavation, 3- installing on the roof compromises the roof structure, the Engineer from the Town's insurance company has determined the roof cannot provide adequate support, 4- proximity to the ocean will subject it to salt air induced corrosion.

Time is critical due to its damage and must be taken down, however, before demolition land for a new tower must be located, the tower constructed, and communications systems installed and operational.

Approximate cost for the new tower is \$500,000. Partial funding from the town's insured settlement of \$240,160 can be used towards this project.

The Fire Department is using an expert in the field to help us determine a suitable site that has the following criteria: Town Owned, is close to or has fiber on site (for cost reduction reasons), that has a higher elevation, is subjected to less salt air exposure, and has an adequate collapse zone.

## **ARTICLE 5:**

**ARTICLE 5:** To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow a sum of money for the purpose of schematic design, feasibility and owner's project manager services for renovation or new construction at Fire Headquarters (Station #1), and renovations to West Plymouth (Station #2), Manomet (Station #5), and Bourne Road (Station #4), including any related and incidental costs and expenses, or take any other action relative thereto.

### **BOARD OF SELECTMEN**

**RECOMMENDATION:** Approval \$500,000 (Unanimous, 13-0-0).

The Advisory & Finance Committee recommends Town Meeting approve Article 5. Approval of Article 5 will authorize \$500,000 in funding to complete an extensive analysis of the existing conditions, identify all the areas that are in need of repair, and begin development of a design for each of the four (4) properties (Headquarters #1, West Plymouth #2, Manomet #5 and Bourne Road #5) to renovate the aging buildings, address compliance with building/OSHA codes, and ensure that the Fire Department continues to work out of an adequate, safe, and functional space.



# TOWN OF PLYMOUTH

## DEPARTMENT OF PUBLIC WORKS

159 Camelot Drive  
Plymouth, Massachusetts 02360

FAX: (508) 830-4165

# MEMO

Date: February 27, 2020

To: Select Board  
Advisory & Finance Committee

cc: Melissa Arrighi, Town Manager  
Marlene McCollem, Asst. Town Manager  
Lynne Barrett, Finance Director  
Ed Bradley, Fire Chief

From: Jonathan Beder, Director of Public Works

**Re: Special Annual Town Meeting  
Article's 5&6-DPW Facilities Capital Requests**

### DPW Facilities Special ATM-Article 5 (\$500,000.00)

This request will allow us to secure a design team including an architect, engineers and an Owner's Project Manager (OPM), among other specialized professionals. and allow the Town to begin comprehensively addressing deficiencies at four of the Fire Station buildings: Headquarters (#1), West (#2), Manomet (#5), and Bourne Road (#4). These funds will be utilized to complete an extensive analysis of the existing conditions, identify all the areas that are in need of repair, and begin developing a design for each property not only to renovate the aging buildings, but to address compliance with all building/OSHA codes, and ensure that the Fire Department continues to work out of adequate and functional spaces..

Designs will be developed for substantial interior and exterior renovations at three of Plymouth's substations – West Plymouth (Station #2), Manomet (Station #5), and Bourne Road (Station #4). Critical repair work is currently underway or anticipated at all these stations, including new roofs at West and Manomet and new windows at Bourne Road. Proceeding with the schematic design and OPM services for the remaining repairs at these stations is the first step in preparing plans, specifications and cost estimates that will result in a well-thought-out comprehensive plan that can be used for bidding the future projects at each of the locations.

A portion of these funds will also be used for designer and OPM services at Fire Headquarters – either for a substantial renovation to the current Station #1 at 114 Sandwich Street, or a newly constructed Station #1 at 91 Long Pond Road. Article 7 of the April Special Warrant is a request for funds to renovate the

current Headquarters-\$15M. Article 8 of the April Special Warrant is a request for funds to construct a new Headquarters on Long Pond Road-\$30M. Proceeding with either of these projects requires capital override approval from the voters on the May ballot. If Article 5 is passed by Town Meeting on April 4, 2020, none of the funds will be spent on design or OPM services for Fire Headquarters until it is confirmed that the voters have approved a capital override question.

The \$500,000 requested for schematic design, feasibility, and OPM services, is the first step in developing the scope of work at each of these stations. Additional funds will be requested at the October 2020 Town Meeting to complete the final designs and to prepare bidding and construction documents. After schematic design is complete, the DPW and design team will have a much better understanding of the level effort required to adequately renovate the substations, and either renovate or replace Headquarters. At that time the Town will return to the CIC and Town Meeting for additional funds for completing the design and competitively bidding the work.

#### DPW Facilities Special ATM-Article 6 (\$3M)

Article 6 is an initial request of \$3,000,000 to begin renovation work at three Fire Substations - West (#2), Manomet (#5), and Bourne Road (#4). Having an allocation of construction funds set aside in advance of completing design will allow work to begin at one or more of the stations as soon as design is ready, rather than waiting for a future Town Meeting, and possibly losing a construction season.

It is anticipated that the design work at each of the substations will proceed at a different pace. Therefore, if these construction funds are already allocated, bidding and construction can proceed immediately at which ever substation is first to be fully designed. The intent is to have funding available and be able to sign a contract immediately after the design is complete and begin upgrading the substations without having to suspend progress to wait for a Town Meeting vote. This will allow the work to proceed as quickly as possible and provide the design team with flexibility with scheduling the bids to hopefully realize the best prices in the construction market.

As final specifications, plans and cost estimates are developed for the remaining Substations, it is anticipated that additional construction funds may need to be requested from a future Town Meeting to complete the renovations to all three substations. This \$3,000,000 request is anticipated to be borrowed; however, no actual borrowing costs will be incurred until the project is fully contracted and underway.

## **ARTICLE 6:**

**ARTICLE 6:** To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow a sum of money for the purpose of construction, demolition, renovation, equipping and furnishing of the following fire stations: West Plymouth (Station #2), shown as Assessor's Map 103 Lot 41A Manomet (Station #5), shown as Assessor's Map 48 Lot 6D and Bourne Road (Station #4), shown as Assessor's Map 121 Lot 4B including but not limited to site preparation, and all other costs and expenses incidental and related thereto; or take any other action relative thereto.

### **BOARD OF SELECTMEN**

**RECOMMENDATION:** Approval \$3,000,000 (12-0-1).

The Advisory & Finance Committee recommends Town Meeting approve Article 6. The intent of Article 6 is to have \$3,000,000 of construction funding available in advance of design completion so bidding and construction can proceed immediately at whichever Fire Substation (West Plymouth #2, Manomet #5 and Bourne Road #4) is first to be fully designed. This will allow the work to proceed as quickly as possible and provide the design team with flexibility for scheduling bids to hopefully realize the best prices in the ever-changing construction market.

## **ARTICLE 7:**

**ARTICLE 7:** To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow a sum of money for the purpose of construction, demolition, renovation, equipping and furnishing of the existing Fire Headquarters (Station #1) located at 114 Sandwich Street, shown as Assessor's Map 23 Lot 19, including but not limited to site preparation, and all other costs and expenses incidental and related thereto; or take any other action relative thereto.

### **BOARD OF SELECTMEN**

**RECOMMENDATION:** Not Approve (Unanimously, 0-13-0).

The Advisory & Finance Committee is not recommending Town Meeting approve Article 7. The current site is plagued with contamination concerns, an active waterway that runs beneath it, ADA and other regulatory compliance issues, and the overall poor condition and suitability of the building. The Fire Chief and town management are also not seeking approval of this article.

# MEMO

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Date: February 26, 2020

To: Capital Improvement Committee

cc: Pam Hagler, Procurement Officer  
Lynne Barrett, Finance Director  
Jeanette White FINCOM,  
Melissa Arrighi, Town Manager  
Marlene McCollem, Asst. Town Manager

From: Edward Bradley, Chief of Department *GEB*

**Re: Special Annual Town Meeting  
Fire Department Capital Request**

## **DPW Facilities Special ATM (Article #7)**

Article 7 of the April Special Warrant is a request for 15 million dollars to renovate and expand the current Fire Headquarters at 114 Sandwich Street. While this was one of the original plans discussed, further developments over the last several months have proven this plan less desirable.

There is a limited area to expand on the site however it is more likely that the taking of land will be required to increase the business office size, improve the structural firefighting gear storage/decontamination area, expand the parking lot, and to meet the current ADA (Americans with Disabilities Act) standards we will have to add an elevator.

It has also become apparent that the underground water present at this location is worse than originally suspected. We are now installing our third sump pump well and it would be expected that expanding the footprint of this facility will continue to make things worse.

Recent work at the 114 Sandwich Street site has uncovered contaminated soils and the contaminated water run-off that has now entered adjacent properties, as a result, the DEP has listed the site as contaminated and delivered to the Town a Notice of Responsibility for the contaminates. Any excavation for expansion or to install an elevator will require DEP approval and considerable expense for proper removal of any soils. This site could be marked as “unrepairable” by the DEP necessitating the relocation of Fire Headquarters to another town owned site that is within an area that will provide for proper response times, 91 Long Pond Road meets these requirements.

## **ARTICLE 8:**

**ARTICLE 8:** To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow a sum of money for construction, demolition, equipping and furnishing of a new Fire Headquarters to be located at 91 Long Pond Road, shown as Assessor's Map 89A Lot 1-3, including but not limited to site preparation, demolition of existing buildings, and all other costs and expenses incidental and related thereto; or take any other action relative thereto.

### **BOARD OF SELECTMEN**

#### **RECOMMENDATION:** Approval \$30,000,000 (12-1-0).

The Advisory & Finance Committee recommends Town Meeting approve Article 8. Approval of Article 8 will authorize \$30,000,000 in funds for a new Fire Headquarters at 91 Long Pond Road. The current headquarters has numerous problems that would be expensive, and potentially impossible, to remedy. A new headquarters is therefore necessary. Despite supporting the article, the lack of any specific proposals or plans for the structure was lamented. However, the cost is an estimate the Town is confident in obtained from experts that assisted in the new North Plymouth Fire Station. This, plus the obvious need for a new headquarters, persuaded the Committee to recommend the article. Approval of this article would necessitate a debt exclusion override at the ballot box.

# MEMO

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Date: February 26, 2020

To: Capital Improvement Committee

cc: Pam Hagler, Procurement Officer  
Lynne Barrett, Finance Director  
Jeanette White FINCOM,  
Melissa Arrighi, Town Manager  
Marlene McCollem, Asst. Town Manager

From: Edward Bradley, Chief of Department *GEB*

**Re: Special Annual Town Meeting  
Fire Department Capital Request**

## DPW Facilities Special ATM (Article 8)

Article 8 of the April Special Warrant is a request for \$30 million to construct a new Fire Headquarters on Long Pond Road. The 91 Long Pond Road site was originally the Town Barn, most recently it was used by the Water Division as their garage and office space. This land was carved out of the Town Forest lot was “carved out” in the 1970s to build a new Town Barn. The Town has owned and controlled this site for decades, we are confident there will be no issues building a new Fire Headquarters on the site.

For more than forty years, the Plymouth Fire Department Headquarters has been at its current location at 114 Sandwich Street. This location was not selected because of an in-depth study of needs or location rather it was a matter of opportunity and convenience. In the '70s the Plymouth Development and Industrial Commission (PDIC) received a Federal Grant to assist in the buildup of the Plymouth industrial park in West Plymouth. With this grant money was an agreement between the Town, the PDIC and The Plymouth-Brockton Street Railway Company (P&B Bus) for the town to purchase the P&B Bus depot at 114 Sandwich Street and a new Bus depot could be built in the industrial park. In turn, the town was awarded \$1,075,856 to build a new Headquarters Station at 114 Sandwich Street. The Fire Chief at the time was Arthur Lamb, Fire Headquarters was located at 51 Main Street at that time. The department was in desperate need of a new Headquarters as the apparatus bay floors were built from wood that had deteriorated beyond repair and could no longer support the engines and ladders of that time. Through speaking to his son retired Deputy Chief Lamb, we discovered that the Chief was not in agreement with the site location on Sandwich Street. He was aware that several underground diesel and oil tanks were buried on the site and were probably leaking. He also was concerned

about the underground water that flowed through the site and that the building would always be plagued with water problems.

While the Fire Department Headquarters has served the community well, there has been a growing list of deficiencies as the building has aged and maintenance was deferred. The roof has been replaced however, it still requires a complete envelope repair (windows, doors, exterior walls, and front support columns.) It is very likely we could find ACMs (asbestos-containing materials) around these areas, significantly increasing repair costs. Groundwater issues will continue to be a challenge while we occupy this location. Several pumps are required to operate 24 hours a day just to keep the basement area from flooding. The building systems will need to be removed and upgraded to current code standards. (electrical, plumbing, HVAC, etc.)

The size of Fire Headquarters is challenging and many of the functional areas are undersized to support its daily operations. The department's public business office houses our fire prevention division as well as the Business Office and space is well below industry standards. Our front office staff works in an area that is under 300 sq. feet, has 3 workstations, with no designated reception or file area. Using industry recommendations of anywhere between 125 and 225 Square feet per person and another 125 Square Ft for a reception area, the current business office is severely undersized with no room for expansion. This is just one example of undersized offices; the same comparison can be made for most of the other offices at Headquarters. To compound the issue with the building's business office, the ADA (Americans with Disabilities Act) stipulate that any alterations to facilities, spaces or elements (including renovations) on or after January 26, 1992, must comply with the ADA Standards. This will mean installing an elevator or constructing an office with ground floor parking somewhere on the property. The current standard for apparatus bay door size is 14' x 14' to accommodate the size of modern firefighting equipment. The doors at Headquarters are 12' x 12' and there is no feasible way to increase the bay or door size. It should also be considered that NFPA (National Fire Protection Association) and OSHA (Occupational Safety and Health Administration) requires structural firefighting gear storage be in an area that is well ventilated and a separate decontamination area is designated to clean off toxins from building fires, hazardous material calls, bloodborne pathogens and other harmful substances encountered daily by firefighters. Currently, we do not have an area suitable for either. The gear storage we do have is overcrowded and not designed to accommodate the amount of gear needed by our personnel. The firefighters are exposed to the contaminates as well as the visitors to the business office.

Recent work at the 114 Sandwich Street site has uncovered contaminated soils and the contaminated water run-off that has now entered adjacent properties, as a result, the DEP has listed the site as contaminated and delivered to the Town a Notice of Responsibility for the contaminates. Any excavation for expansion or to install an elevator will require DEP approval and considerable expense for proper removal of any soils. This site could be marked as "unrepairable" by the DEP necessitating the relocation of Fire Headquarters to another town-owned site that is within an area that will provide for proper response times, 91 Long Pond Road meets these requirements.

## **ARTICLE 9A:**

**ARTICLE 9A:** To see if the Town will vote to appropriate a sum of money for the purpose of renovating and improving for open space and recreation purposes the property known as Jenney Pond Park, shown on Assessors Map 18 as lots 40A and 43, also Map 21 as Lot 78, including all costs and expenses incidental or related thereto; and to meet this appropriation transfer such sum of money from Community Preservation Act Fund Reserves or other available funds; and further to authorize Town officials to file on behalf of the Town any and all applications deemed necessary for grants and/or reimbursements from the Commonwealth of Massachusetts deemed necessary under the Urban Self-Help Act (301 CMR 5.00) and/or any other programs in any way connected with the scope of this Article; and the Town be authorized to enter into all agreements and execute any and all instruments as may be necessary on behalf of the Town to affect said renovations; or take any other action relative thereto.

### **COMMUNITY PRESERVATION COMMITTEE**

#### **RECOMMENDATION:** Approval \$751,500 (10-2-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 9A. Approval of this Article will appropriate \$751,500 from the Community Preservation Fund for the purpose of renovating and improving Jenney Pond Park. A PARC Grant for \$337,270 has been secured and will be applied to the project cost after completion and submission for the reimbursable grant will bring the cost to the Town down to \$414,230.



## TOWN OF PLYMOUTH COMMUNITY PRESERVATION COMMITTEE

# MEMO

TO: Town Meeting, Board of Selectmen, and the Advisory & Finance Committee  
From: The Community Preservation Committee  
Date: Friday February 7, 2020  
Re: SPECIAL TM 2020: CPA Article 9A Recreational Fund

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**ARTICLE 9A:** To see if the Town will vote to appropriate a sum of money for the purpose of renovating and improving for open space and recreation purposes the property known as Jenney Pond Park, shown on Assessors Map 18 as lots 40A and 43, also Map 21 as Lot 78, including all costs and expenses incidental or related thereto; and to meet this appropriation transfer such sum of money from Community Preservation Act Fund Reserves or other available funds; and further to authorize Town officials to file on behalf of the Town any and all applications deemed necessary for grants and/or reimbursements from the Commonwealth of Massachusetts deemed necessary under the Urban Self-Help Act (301 CMR 5.00) and/or any other programs in any way connected with the scope of this Article; and the Town be authorized to enter into all agreements and execute any and all instruments as may be necessary on behalf of the Town to affect said renovations; or take any other action relative thereto.

### **COMMUNITY PRESERVATION COMMITTEE**

#### CPC RECOMMENDATION: Approval (unanimous)

The Community Preservation Committee voted unanimously in favor of Article 9A at its meeting held Thursday, January 9, 2020

#### SUMMARY & INTENT:

The Community Preservation Committee is recommending Article 9a to Spring Town Meeting 2020 to utilize CPA Open Space Recreational Fund for the renovations to Jenney Pond Park. The amount of CPA funding allocated by Town Meeting will be used as a match to secure a PARC Grant of an additional \$337,270.00. Total project cost is \$751,500. The PARC Grant will be applied to project cost bringing the cost to the Town down to \$414,230.00. The PARC Grant is a reimbursement grant. The Finance Department, request in the language of the Article for the full amount. As a result of this CPA expenditure there will be a restriction on the Jenney Pond Park protecting under Massachusetts general law.

## **ARTICLE 9B:**

**ARTICLE 9B:** To see if the Town will vote to authorize the Board of Selectmen to acquire by purchase, gift, eminent domain or otherwise, 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 in land located off Mayflower Street abutting Frawley Mountain and Watsons Hill in the Town of Plymouth composed of 1.2 acres more or less being shown on a plan of land entitled, "Plan of Land in Plymouth, MA, Prepared for The 37 ½ Mayflower Street Realty Trust," dated February 6, 2020, prepared by Flaherty and Stefani, Inc. the new lot being a portion of Assessors Map 22, lot 142-9, parcel ID 022-0000-142-009, said land to be held under the care, custody and control of the Conservation Commission; and further, to appropriate a sum of money to undertake such acquisition; and to meet this appropriation to transfer a sum of money from Community Preservation Act Fund Reserves or other available funds; and further to authorize the Board of Selectmen to grant a conservation restriction in said property in accordance with G.L. c. 44B, Section 12 meeting the requirements of G.L. c. 184, Sections 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; or take any other action relative thereto.

### **COMMUNITY PRESERVATION COMMITTEE**

#### **RECOMMENDATION:** Approval \$130,000 (11-0-1)

The Advisory & Finance Committee recommends Town Meeting approve Article 9B. Town Meeting approval of this article will appropriate \$130,000 from the Community Preservation Fund for the purchase of approximately 1.2 acres off Mayflower St. with the new lot being a portion of Assessors Map 22, lot 142-5, shown on plan dated February 6, 2020 prepared by Flaherty and Stefani, Inc. as lot 142-9. This purchase is part of the ongoing Town effort to improve and protect Jenney Pond Park and the Town Brook, which this parcel abuts.



## TOWN OF PLYMOUTH COMMUNITY PRESERVATION COMMITTEE

# MEMO

TO: Town Meeting, Board of Selectmen, and the Advisory & Finance Committee  
From: The Community Preservation Committee  
Date: Friday January 28, 2020  
Re: SPRING ATM 2020: CPA Article 9B

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**ARTICLE 9B:** To see if the Town will vote to authorize the Board of Selectmen to acquire by purchase, gift, eminent domain or otherwise, 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 in land located off Mayflower Street abutting Frawley Mountain and Watsons Hill in the Town of Plymouth composed of 1.2 acres more or less being shown on a plan of land entitled, "Plan of Land in Plymouth, MA, Prepared for The 37 ½ Mayflower Street Realty Trust," dated February 6, 2020, prepared by Flaherty and Stefani, Inc. the new lot being a portion of Assessors Map 22, lot 142-9, parcel ID 022-0000-142-009, said land to be held under the care, custody and control of the Conservation Commission; and further, to appropriate a sum of money to undertake such acquisition; and to meet this appropriation to transfer a sum of money from Community Preservation Act Fund Reserves or other available funds; and further to authorize the Board of Selectmen to grant a conservation restriction in said property in accordance with G.L. c. 44B, Section 12 meeting the requirements of G.L. c. 184, Sections 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; or take any other action relative thereto.

### **COMMUNITY PRESERVATION COMMITTEE**

#### CPC RECOMMENDATION: Approval (unanimous)

The Community Preservation Committee voted unanimously to support Article 9B at its meeting held Thursday February 27, 2020

#### SUMMARY & INTENT:

The Community Preservation Committee is recommending the purchase of property off Mayflower St abutting Jenney Pond Park as an ongoing Town effort to improve, protect and land around Jenney Pond Park and the Town Brook. Over the last 18 years the Town Meeting has utilize the CPA Fund to protect land along Town Brook. This acquisition will joint two Town owned properties, Frawleys Mountain and Watsons Hill. Both are environmentally and historical significant.



- Watson's Hill
- Frawley's Mountain
- Huntley Lane
- Subject property

## **ARTICLE 9C:**

**ARTICLE 9C:** To see if the Town will vote to appropriate a sum of money to preserve, restore, rehabilitate and frame two Town-owned historical maps; one map of Plymouth County and second map of Costal Plymouth, both maps to be displayed in the Town Hall, and to meet this appropriation transfer a sum of money from Community Preservation Act Fund Reserves or other available funds, or take any other action relative thereto.

### **COMMUINITY PRESERVATION COMMITTEE**

#### **RECOMMENDATION:** Not Approve (6-7)

The Advisory & Finance Committee is not recommending Town Meeting approve Article 9C. The Committee did not feel they were presented with enough information to appropriate \$22,085 to restore and frame two maps as no estimates, proposals, or other such back up material was provided.



## TOWN OF PLYMOUTH COMMUNITY PRESERVATION COMMITTEE

### MEMO

TO: Board of Selectmen and the Finance and Advisory Committee  
From: The Community Preservation Committee  
Date: Friday January 25, 2020  
Re: SPECIAL TOWN MEETING 2020 CPA Article 9C

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**ARTICLE 9C:** To see if the Town will vote to appropriate a sum of money to preserve, restore, rehabilitate and frame two Town-owned historical maps; one map of Plymouth County and second map of Costal Plymouth, both maps to be displayed in the Town Hall, and to meet this appropriation transfer a sum of money from Community Preservation Act Fund Reserves or other available funds, or take any other action relative thereto

### COMMUNITY PRESERVATION COMMITTEE

#### CPC RECOMMENDATION: APPROVAL (unanimous)

The Community Preservation Committee voted unanimously in favor of Article 9c on Thursday January 24, 2020

SUMMARY & INTENT: The Community Preservation Committee recommendation to restoration, preserve, rehabilitate and two historical Plymouth Maps which will be displayed at the Town Hall. The cost \$22,085.00 from the Historical CPA Fund.

## **ARTICLE 9D:**

**ARTICLE 9D:** To see if the Town will vote to authorize the Board of Selectmen to acquire by purchase, gift, eminent domain or otherwise, 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 in land located off Morgan Road in the Town of Plymouth composed of 9.1 acres more or less being shown on Assessors Map 69 lot 86A, parcel ID 069-000-086A-0000, said land to be held under the care, custody and control of the Conservation Commission; and further, to appropriate a sum of money to undertake such acquisition; and to meet this appropriation to transfer a sum of money from Community Preservation Act Fund Reserves or other available funds; and further to authorize the Board of Selectmen to grant a conservation restriction in said property in accordance with G.L.c.44B, Section 12 meeting the requirements of G.L. c. 184, Sections 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, or take any other action relative thereto.

### **COMMUNITY PRESERVATION COMMITTEE**

#### **RECOMMENDATION:** Approval \$80,000 (10-2-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 9D. Town Meeting approval of this article will appropriate \$80,000 from the Community Preservation Fund for the purchase of approximately 9.1 acres shown on Assessors Map 69 as lots 86A and 86B. This acquisition would expand the Six Ponds Preserve.



## TOWN OF PLYMOUTH COMMUNITY PRESERVATION COMMITTEE

# MEMO

TO: Town Meeting, Board of Selectmen, and the Advisory & Finance Committee  
From: The Community Preservation Committee  
Date: Friday February 28, 2020  
Re: SPRING ATM 2020: CPA Article 9D

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**ARTICLE 9D:** To see if the Town will vote to authorize the Board of Selectmen to acquire by purchase, gift, eminent domain or otherwise, 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 in land located off Morgan Road in the Town of Plymouth composed of 9.1 acres more or less being shown on Assessors Map 69 lot 86A, parcel ID 069-000-086A-0000, said land to be held under the care, custody and control of the Conservation Commission; and further, to appropriate a sum of money to undertake such acquisition; and to meet this appropriation to transfer a sum of money from Community Preservation Act Fund Reserves or other available funds; and further to authorize the Board of Selectmen to grant a conservation restriction in said property in accordance with G.L.c.44B, Section 12 meeting the requirements of G.L. c. 184, Sections 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, or take any other action relative thereto.

### **COMMUNITY PRESERVATION COMMITTEE**

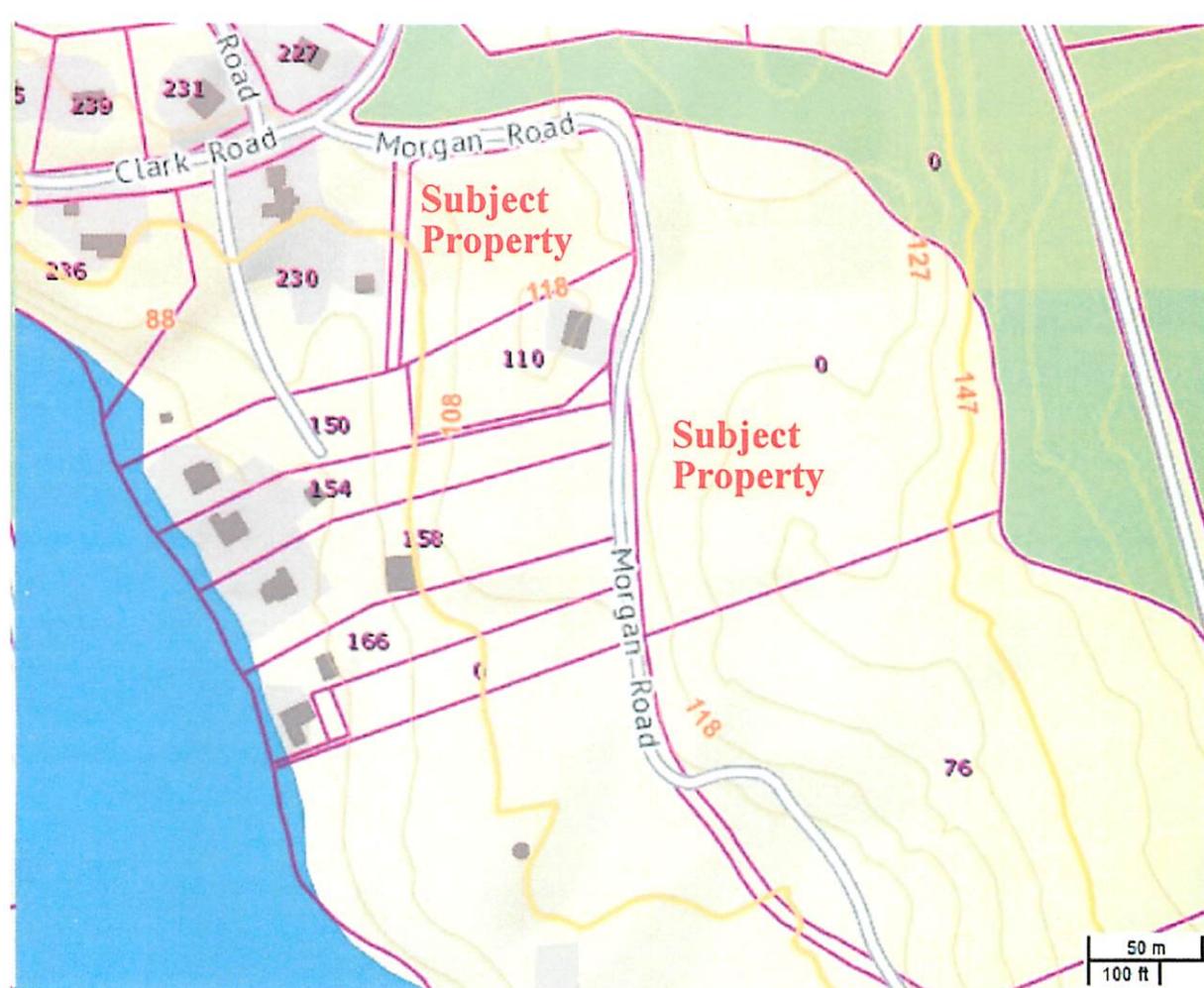
#### CPC RECOMMENDATION: Approval (unanimous)

The Community Preservation Committee voted unanimously to support Article 9D at its meeting held Thursday February 27, 2020

#### SUMMARY & INTENT:

The Community Preservation Committee is recommending the purchase of property off Morgan Road. The property is between Long Pond and the trail head located at the Wildlands Trust Davis-Douglas Trail Head visitor center.

**Site Description**  
**Topographic Map**  
*(as presented in the MassGIS Online Data Viewer)*



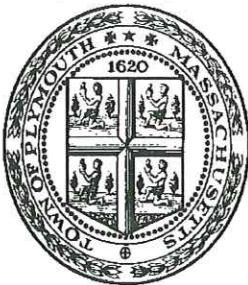
## **ARTICLE 10:**

**ARTICLE 10:** To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to the Nuclear Plant Mitigation Stabilization Fund, as authorized by the provisions of G.L. c. 40, §5B as amended, or take any other action relative thereto.

### **BOARD OF SELECTMEN**

**RECOMMENDATION:** Approval \$1,000,000 (Unanimous, 13-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 10. Town Meeting approval of Article 10 will transfer \$610,000 from the Overlay Surplus, recently voted as excess by the Board of Assessors, and transfer \$390,000 from Free Cash for a total of \$1 Million dollars to the Nuclear Plant Mitigation Fund. The current balance in the fund is approximately \$6.8 Million. These funds are being set aside for future use as it relates to the effect that the closure of the Pilgrim Nuclear Power Station will have on the Town's budget, tax rate, and economic development.



**TOWN OF PLYMOUTH**  
ACCOUNTING & FINANCE DEPARTMENT  
26 COURT STREET, PLYMOUTH, MA 02360  
PHONE (508) 747-1620 EXTENSIONS 10177

To: ADVISORY & FINANCE COMMITTEE  
BOARD OF SELECTMEN

FROM: LYNNE A. BARRETT  
DEPARTMENT OF FINANCE

SUBJECT: STM ARTICLE 10 – NUCLEAR PLANT MITIGATION  
STABILIZATION FUND

DATE: MARCH 4, 2020

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The Town has made a commitment to continually set aside available funds for the Nuclear Plant Mitigation fund; this is very important considering Pilgrims closure in May of 2019 and its decommissioning state. The Town currently has a negotiated PILOT agreement for a Tax Payment that transferred from Entergy to HOLTEC in the sale of the property for fiscal years 2020, \$7 Million, and 2021, \$6.5 Million.

These funds are being set aside for future use as it relates to the Entergy Nuclear Power Plant and the effect that closure would have on the Town's budget, Tax Rate and Economic Development.

Possible future effects could include the following but are not limited to:

1. Significant decreases in the tax payment from Entergy because of closure and discontinued operations or changes in their tax payment that were not planned or budgeted for.
2. Loss of funding from Entergy for the annual operations of the town's Emergency Management Operation or any other funding that they provide to the Town that we don't provide for ourselves.
3. Other costs associated with the Town's efforts to protect itself during the closing and decommissioning process.
4. Possible future use of the Entergy Site and / or economic development of the site and property surrounding it.

Keep note that any future spending from this account would require a 2/3rds vote of town meeting.

The recommendation is to transfer \$610,000 from the Overlay Surplus, recently voted as excess by the Board of Assessors, and to transfer \$390,000 from Free Cash for a total of

\$1 Million dollars to reserve in the Nuclear Plant Mitigation Fund. The current balance in the fund is approximately \$6.8 Million.

Thank you for your consideration.

## **ARTICLE 11:**

**ARTICLE 11:** To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow a sum of money for the purpose of updating the Plymouth Historic District Commission Handbook and the Commission's rules and regulations, or take any other action relative thereto.

### **BOARD OF SELECTMEN**

**RECOMMENDATION:** Approval \$12,000 (Unanimous, 10-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 11. Approval of this article will authorize up to \$12,000 in funding to update the Plymouth Historic District Commission Handbook, which was last updated 12 years ago.

# Memo

To: Select Board  
Advisory and Finance Committee

From: Michael Tubin, Chair  
Historic District Commission

Date: February 11, 2020

Re: Article 11 STM

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The Historic District Commission is seeking \$12,000 in funds for purpose of updating the Plymouth Historic District Commission Handbook and the Commission's rules and regulations.

The Historic District consists of the downtown and waterfront area. It was established in 1974, expanded in 1977 and again in 1990. It is one of the oldest historic districts in the Commonwealth and includes 286 properties. The purpose of an Historic District is to promote the welfare of the public "through the preservation and protection of the distinctive characteristics of buildings and places significant in the history of the commonwealth and its cities and towns or their architecture, and through the maintenance and improvement of settings for such buildings and places and the encouragement of design compatible therewith."

The current handbook was prepared by a professional historic preservationist 12 years ago. These guidelines have been a valuable tool in helping to maintain and preserve the Plymouth Historic District and has enabled the Commission to be more consistent in its enforcement of Massachusetts Historic District Act (Chapter 40C). The Massachusetts Historical Commission has used Plymouth's guidelines as a model for other communities.

Over the last 12 years a number of new building techniques and construction materials have been introduced into the construction industry. It is now critical that the Commission be able to again retain a professional historic preservationist to assist in the updating of the Commission's guidelines.

We look forward to your support of this article and towards your assistance in protecting one of Plymouth's greatest assets, its history.

Thank you.

## ARTICLE 12:

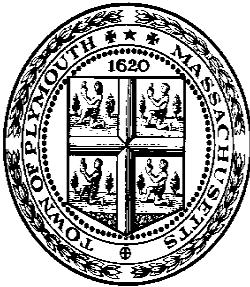
**ARTICLE 12:** To see if the Town will vote to rescind various authorized, but unissued borrowing balances, as such amounts are no longer necessary to complete the projects for which they were initially approved, or to take any other action relative thereto.

### BOARD OF SELECTMEN

**RECOMMENDATION:** Approval (Unanimous, 10-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 12. Approval of this Article will rescind the borrowing authorizations that remain on the chart below as they are no longer needed due to the respective project having been completed or otherwise terminated.

Purpose	Date	Article	Balance to Rescind
Town (T) Wharf Project	10/17/2015 FATM	Art 5	80,000
Rehab Holmes Park	10/21/2017 FATM	Art 4F	348,000
2 Schools and Senior Center	4/1/2017 STM	Art 13	924,475
Warren Ave Sewer Extension	4/5/2014 ATM	Art 9B5	90,000
Taylor Ave Water Main	4/1/2017 STM	Art 4	500,000
Water Meter Replacement Program	4/11/2015 ATM	Art 9C5	240,200



**TOWN OF PLYMOUTH**  
ACCOUNTING & FINANCE DEPARTMENT  
11 LINCOLN STREET, PLYMOUTH, MA 02360  
PHONE (508) 747-1620 EXTENSION 177  
FAX (508) 830-4133

To: **BOARD OF SELECTMEN  
ADVISORY & FINANCE COMMITTEE**

FROM: **LYNNE A. BARRETT  
DEPARTMENT OF FINANCE**

SUBJECT: **STM ARTICLE 12 – RESCIND UNUSED BORROWING  
AUTHORIZATIONS**

DATE: **FEBRUARY 11, 2020**

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Based on a review of the Town's current borrowing authorizations and completed projects I am recommending that the borrowing authorizations that remain on the following items highlighted and bolded on the attached spreadsheet and listed below be rescinded as they are no longer needed and the project has been completed or abandoned.

Purpose	Date	Article	Balance to Rescind
Town (T) Wharf Project	10/17/2015 FATM	Art 5	80,000
Rehab Holmes Park	10/21/2017 FATM	Art 4F	348,000
2 Schools and Senior Center	4/1/2017 STM	Art 13	924,475
Warren Ave Sewer Extension	4/5/2014 ATM	Art 9B5	90,000
Taylor Ave Water Main	4/1/2017 STM	Art 4	500,000
Water Meter Replacement Program	4/11/2015 ATM	Art 9C5	240,200

Thank you for your support with this article.

<u>Purpose</u>	<u>Date</u>	<u>Funding Source</u>	<u>Inside / Outside</u>	<u>Article</u>	<u>Authorization</u>	<u>7/1/2019</u>	<u>Additions</u>	<u>BONDS Issued</u>	<u>Rescissions / MSBA Reimb.</u>	<u>/ Bond Premium Received</u>	<u>6/30/2020</u>
General Society of Mayflower Descendants - National Memorial Meeting House Town Square	10/21/2018	CPA	Inside	Art 9D	1,990,000	1,990,000			(1,000,000)	990,000	
Stephens Field Renovation Project	4/11/2015 ATM	CPA	Inside	Art 16B	2,000,000	1,800,000				1,800,000	
1820 Courthouse Reconstruction	4/5/2014 ATM & Several	CPA	Inside	Art 16A	5,000,000	2,000,000			(1,500,000)	500,000	
		<b>CPA Total</b>				5,790,000	-	-	(2,500,000)	3,290,000	
Beach Nourishment	6/10/1996	GF	Inside	10	3,200,000	2,546,000				2,546,000	
North Plymouth Fire Station	4/7/2018	GF	Inside	Art10	7,500,000	7,500,000				7,500,000	
Title V Septic Program with MCWT #13	10/21/2018	GF	Outside	Art 11	200,000	200,000				200,000	
Rehab Plymouth Beach Revetment	10/15/2016 FATM	GF	Inside	Art 4E	815,000	815,000				815,000	
Rehab Plymouth Beach Seawall	10/15/2016 FATM	GF	Inside	Art 4F	1,100,000	1,100,000				1,100,000	
<b>Town (T) Wharf Project</b>	<b>10/17/2015 FATM</b>	<b>GF</b>	<b>Inside</b>	<b>Art 5</b>	<b>750,000</b>	<b>80,000</b>				<b>80,000</b>	
<b>Rehab Holmes Park</b>	<b>10/21/2017 FATM</b>	<b>GF</b>	<b>Inside</b>	<b>Art 4F</b>	<b>348,000</b>	<b>348,000</b>				<b>348,000</b>	
Library Roof / Chillers / Ducts / Drains	4/1/2017 ATM & 4/7/2018 STM & 10/21/2018 FATM	GF	Inside	Art 9BC & Art17 & Art 5	2,042,077	400,077				400,077	
School Street Retaining Wall	4/11/2015 ATM	GF	Inside	Art 9B1	1,250,000	988,000				988,000	
Newfield St. Bridge Construction	4/2/2016 ATM	GF	Inside	Art 9B2	3,400,000	200,000				<b>200,000</b>	
Maritime Facility Construction	4/7/2018 ATM & 4/6/2019 STM	GF	Inside	Art 9B2 & Art 13	4,500,000	4,500,000				4,500,000	
<b>2 Schools and Senior Center</b>	<b>6/26/2006 &amp; 4/1/2017 STM</b>	<b>GF</b>	<b>Outside</b>	<b>Arts 1 &amp; 13</b>	<b>201,000,000</b>	<b>3,450,243</b>			<b>(2,525,768)</b>	<b>924,475</b>	
Plymouth Harbor Dredging	4/6/2019 ATM	GF	Inside	Art 9B1	2,500,000	2,500,000				2,500,000	
Market St Bridge Repair & Rail Painting	4/6/2019 ATM	GF	Inside	Art 9B2	200,000	200,000				200,000	
Hedge Road Culvert Relocation	4/6/2019 ATM	GF	Inside	Art 9B3	750,000	750,000				750,000	
Road Pavement Preservation Plan - Phase II	4/6/2019	GF	Inside	Art 11	5,000,000	5,000,000				5,000,000	
Pumping Engine #4	10/19/2019	GF	Inside	Art 4F			675,000			675,000	
MCWT Title V Loan Program #14	10/19/2019	GF	Inside	Art 11			300,000			300,000	
		<b>GF Total</b>				30,577,320	975,000	-	(2,525,768)	29,026,552	
Collection system rehabilitation	4/6/2019 ATM	Sewer	Inside	Art 9B4	1,000,000	1,000,000				1,000,000	
Cordage gravity interceptor relocation	4/6/2019 ATM	Sewer	Inside	Art 9B5	1,300,000	1,300,000				1,300,000	
Collection System Rehabilitation & Repair	4/7/2018	Sewer	Inside	Art 9B3	484,000	284,000				284,000	
Sewer Line Repair & Construction	4/2/2016 ATM	Sewer	Inside	Art 8	48,200,000	36,066,046				36,066,046	
<b>Warren Ave Sewer Extension</b>	<b>4/5/2014 ATM</b>	<b>Sewer</b>	<b>Inside</b>	<b>Art 9B5</b>	<b>190,000</b>	<b>90,000</b>				<b>90,000</b>	
		<b>Sewer Total</b>				38,740,046	-	-	-	38,740,046	

<u>Purpose</u>	<u>Date</u>	<u>Funding Source</u>	<u>Inside / Outside</u>	<u>Article</u>	<u>Authorization</u>	<u>7/1/2019</u>	<u>Additions</u>	<u>BONDS Issued</u>	<u>Rescissions / MSBA Reimb.</u>	<u>/ Bond Premium Received</u>	<u>6/30/2020</u>
Stafford water storage tank restoration	4/6/2019 ATM	Water	Outside	Art 9B6	1,750,000	1,750,000					1,750,000
Forges Field Well & System Expansion	4/7/2018	Water	Outside	Art9B4	7,905,000	1,605,000					1,605,000
<b>Taylor Ave Water Main</b>	<b>4/1/2017 STM</b>	<b>Water</b>	<b>Outside</b>	<b>Art 4</b>	<b>2,200,000</b>	<b>500,000</b>					<b>500,000</b>
<b>Water Meter Replacement Program</b>	<b>4/11/2015 ATM</b>	<b>Water</b>	<b>Outside</b>	<b>Art 9C5</b>	<b>4,500,000</b>	<b>240,200</b>					<b>240,200</b>
				<b>Water Total</b>			4,095,200	-	-	-	4,095,200
				<b>Grand Total</b>			79,202,566	975,000	-	(5,025,768)	75,151,798

## **ARTICLE 13:**

**ARTICLE 13:** To see if the Town will vote to authorize the Board of Selectmen to petition the General Court for special legislation to amend Section 2 of AN ACT AUTHORIZING THE TOWN OF PLYMOUTH TO ESTABLISH AN ENVIRONMENTAL AFFAIRS FUND, enacted on January 5, 2017, as provided below, with strikethrough language to be deleted as shown, provided, however, that the General Court may make clerical and editorial changes of form only to the bill unless the Board of Selectmen approves amendments to the bill prior to enactment by the General Court, and to authorize the Board of Selectmen to approve such amendments which shall be within the scope of the general public objectives of the petition:

SECTION 2. The treasurer-collector of the town of Plymouth shall be the custodian of the Environmental Affairs Fund and shall make an accounting of the fund to each annual town meeting.

~~This act shall expire 5 years after its effective date~~

or take any other action relative thereto.

### **BOARD OF SELECTMEN**

**RECOMMENDATION:** Approval (Unanimous, 10-0-0).

The Advisory & Finance Committee recommends Town Meeting approve Article 13. Town Meeting approval of this Article will amend the Act to remove the sunset clause. The Environmental Affairs Fund would then continue to receive fifty percent of revenues generated from payment-in-lieu-of-tax agreements with various renewable energy entities in perpetuity. This fund is used for environmental projects. To date the Environmental Affairs Fund has realized \$492,020 in revenue from this Act.

**TOWN OF PLYMOUTH**  
**TOWN MANAGER's OFFICE**

**MEMORANDUM**

TO:           BOARD OF SELECTMEN  
                  FINANCE AND ADVISORY COMMITTEE

FROM:          MELISSA ARRIGHI, TOWN MANAGER

SUBJECT:       SPECIAL TOWN MEETING ARTICLE – AMEND ENVIRONMENTAL AFFAIRS FUND

DATE:          FEBRUARY 11, 2020

At the April 2016 Town Meeting, the Town approved Article 10 that authorized the Select Board to petition the Commonwealth to establish an Environmental Affairs Fund for the Town of Plymouth. Establishment of such a fund would provide that fifty percent of revenues generated from payment-in-lieu-of-tax agreements with various renewable energy firms would be placed in this account to be used for environmental projects. After passage at Town Meeting, the Act was sponsored by Representative Matt Muratore and became law in January 2017. The Act has an expiration date of January 2022 and in order to remove that expiration, Town Meeting must vote to amend the Act. That is the action before you in this Special Town Meeting article.

I have included in the backup materials the language of the Special Act, an article from the Old Colony Memorial, and a report from the Dept. of Marine and Environmental Affairs on the use of the environmental fund to date.

We believe this report makes a compelling case to continue the fund indefinitely. Thank you for your consideration.

**AN ACT AUTHORIZING THE TOWN OF PLYMOUTH TO ESTABLISH AN ENVIRONMENTAL AFFAIRS FUND.**

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:*

SECTION 1. Notwithstanding section 53 of chapter 44 of the General Laws or any other general or special law to the contrary, the town of Plymouth may establish an Environmental Affairs Fund. Fifty per cent of the revenues from renewable energy payments-in-lieu-of-taxes agreements shall be placed in the General Fund and 50 per cent of such revenues shall be placed in the Environmental Affairs Fund. Any income derived from the investment or reinvestment of the Environmental Affairs Fund shall remain with and become part of the fund. The fund shall be available for appropriation by town meeting to meet costs related to environmental projects including, but not limited to, design and engineering, mitigation, land acquisition, water quality

assessments, stormwater control improvement and river restoration or as a local grant match to other state or federal environmental grant opportunities.

SECTION 2. The treasurer-collector of the town of Plymouth shall be the custodian of the Environmental Affairs Fund and shall make an accounting of the fund to each annual town meeting.

SECTION 3. This act shall take effect upon its passage.

SECTION 4. This act shall expire 5 years after its effective date.

*Approved, January 5, 2017*

(from the Old Colony Memorial)

State Rep. Mathew Muratore, R-Plymouth, has announced that one of his key proposals establishing an environmental affairs fund for the town of Plymouth has been signed into law by Gov. Baker.

BOSTON – State Rep. Mathew Muratore, R-Plymouth, has announced that one of his key proposals establishing an environmental affairs fund for the town of Plymouth has been signed into law by Gov. Baker.

Signed into law as Chapter 358 of the Acts of 2016, the environmental affairs fund took effect upon its passage. Money in the fund will come from revenue from renewable energy payments-in-lieu-of-taxes. Fifty percent of the payments will be allocated to the environmental affairs fund while the remaining 50 percent will be placed in Plymouth's general fund.

"I want to thank Governor Baker for approving this important fund for Plymouth," Muratore said in a press release. "The money in the environmental affairs fund will help the town to meet costs for environmental projects in the town that will improve infrastructure and the ecosystem."

Money from the fund will be available for appropriation by town meeting to meet costs related to environmental projects including design and engineering, mitigation, land acquisition, water quality assessments, stormwater control improvement and river restoration. The funds can also be used as a local grant match to other state or federal environmental grant opportunities.

The environmental affairs fund was approved by Town Meeting Vote and was filed by Representative Muratore as a home rule petition. It is set to expire five years after its implementation.

## **ARTICLE 14:**

**ARTICLE 14:** To see if the Town will vote to authorize the Select Board to accept perpetual easements for public way purposes over the properties located on Carver Road, Plymouth MA and shown as Plymouth Assessor's parcels 105-000-002D-000, and 105-000-002A-000, and further to accept and allow the layout of the Town way, Carver Road, as laid out by the Select Board and reported to the Town as shown on plans on file with the Town Clerk, and further to authorize the Select Board to acquire by gift, purchase, eminent domain or otherwise, and upon such terms and conditions as it deems appropriate, such interests in land within said Carver Road sufficient to use said way for all purposes for which public ways are used in the Town of Plymouth, or take any other action relative thereto.

### **BOARD OF SELECTMEN**

**RECOMMENDATION:** Approval (Unanimous, 14-0-0) The Advisory & Finance Committee recommends Town Meeting approve Article 14. Approval of this Article will accept the layout of Carver Road and grant the Town a permanent easement, as described in the Warrant language above, for Highway purposes as required by the Planning Board.



**TOWN OF PLYMOUTH**  
Department of Public Works – Engineering Division  
26 Court Street  
Plymouth, Massachusetts 02360

**TO:** Select Board  
Advisory and Finance Committee

**FROM:** Sid Kashi, P.E., Town Engineer *S.K.*

**Through:** Jonathan Beder, Director of Public Works

**CC:** Melissa Arrighi, Town Manager  
Marlene McCollem, Asst. Town Manager

**DATE:** January 16, 2020

**SUBJECT: 2020 SPRING SPECIAL TOWN MEETING ARTICLE EXPLANATION**  
**CARVER ROAD -CARVER LANDING SUBDIVISION**  
**ACCEPTANCE OF EASEMENT FOR HIGHWAY PURPOSES**

The property owner of Carver Landing has gone before the Planning Board and received approval for the subdivision plan. The Planning Board required the developer to grant an easement for road widening.

The owner of the property is willing to grant the Town a permanent easement for Highway purposes. The Planning Board's condition is requiring the applicant to grant an easement.

The granting of this easement requires town meeting action for authorizing the Board of Selectmen to accept the easement.

The Town intends to include the acquired easement in the layout.

The representative of the Engineering Division will be available at the meeting to present the materials and answer any questions that you may have.

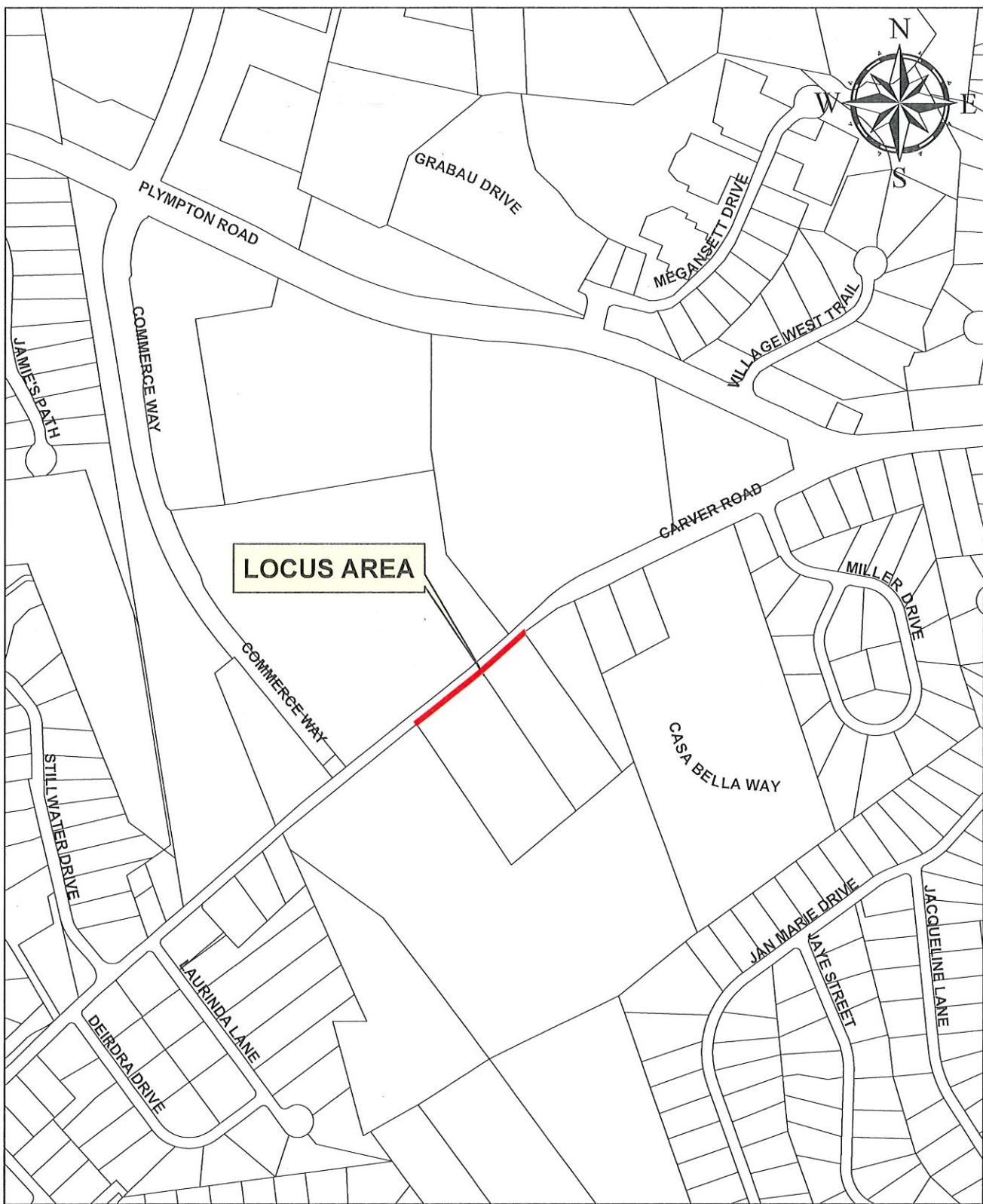
The D.P.W. recommends a positive vote to support the Article as presented.

**Enclosures:** 1. Locus Map

# 2020 ANNUAL TOWN MEETING LOCUS MAP

ARTICLE  
DPW ENGINEERING - CARVER ROAD

PLAT 105



PREPARED BY THE PLYMOUTH ENGINEERING DIVISION

500 0 500 1,000  
SCALE IN FEET