

FALL TOWN MEETING

October 18, 2025

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REPORT & RECOMMENDATIONS

REPORT & RECOMMENDATIONS OF THE ADVISORY & FINANCE COMMITTEE

Fall Annual Town Meeting - Saturday, October 18, 2025

ARTICLE 1: Supplemental Budget – General Fund

To see if the Town will vote to amend the vote taken under Article 5 of the 2025 Spring Annual Town Meeting warrant, and, as necessary, to raise, appropriate, transfer from available funds, or borrow funds for the purpose of supplementing departmental expenses, and/or to reduce certain departmental expenses or otherwise amend said vote, or take any other action relative thereto.

SELECT BOARD

RECOMMENDATION: Approval \$2,056,358 (9-0-3)

The Advisory & Finance Committee recommends Town Meeting approve Article 1. Approval of this article will increase the FY26 General Fund Operating Budget by \$2,056,358 as detailed in the following table:

The committee noted continued efforts to lower postage cost such as the ability to opt-in to receive most tax and utility bills via email via the “ICloud” website.

The committee also learned that although the Town has saved money by in-sourcing counsel for some areas of the law, the Town will continue to hire outside legal counsel for specialty areas.

Article 1 Supplemental Budget Requests:				
Department	Budget Line Item	Line #	Description of Item	A&F Recommendation
Sub-Committee A				
Town Manager	Personal Services	1	Add (1) full time labor attorney & (1) full time para-legal	\$ 115,000.00
Town Manager	All Other Exps	2	Agenda Management Software	\$ 11,900
Town Clerk	All Other Exps	7	Increase Postage	\$ 60,000
			Total Sub-Committee A	\$ 186,900
Sub-Committee B				
Procurement	All Other Exps	19	Furniture, Fixtures & Equipment	\$ 16,621
Member Insurance	All Other Exps	29	Add one full time firefighter position	\$ 5,750
			Total Sub-Committee B	\$ 22,371
Sub-Committee C				
Police	Personal Services	33	Vacancy Factor Cut Restoral	\$ 156,000
Fire	Personal Services	40	Add one full time firefighter position	\$ 18,679
			Total Sub-Committee C	\$ 174,679
Sub-Committee D				
DPW - All Divisions	Personal Services	49	Vacancy Factor Cut Restoral	\$ 157,305
			Total Sub-Committee D	\$ 157,305
Sub-Committee F				
Plymouth Schools	Plymouth Public Schools	61	61% of Additional State Aid Received	\$ 1,515,103
			Total Sub-Committee F	\$ 1,515,103
Total Article 1 Supplemental Budget Appropriation to Town Meeting				\$ 2,056,358.00

ARTICLE 2: Withdrawn

ARTICLE 3: Withdrawn

ARTICLE 4: Capital Recommendations

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 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, and to authorize contracts or lease/purchase agreements for such purposes for terms of three or more years, as follows:

ITEM	DEPARTMENT	PROJECT DESCRIPTION
A1	Water Division	Purchase of a Hydro Excavator
A2	Energy and Environment	WITHDRAWN
A3	Energy and Environment	Coastal Resiliency Pilot Project
A4	Energy and Environment	Great Herring Pond Water Quality Project
A5	Airport	Runway 6/24 Reconstruction
A6	Airport	Gate 3 Taxi Lane Reconstruction Project
A7	Public Works	WITHDRAWN
A8	Public Works	Fire Department Overhead Doors
A9	Public Works	Visitor's Center Addition

or take any other action relative thereto.

SELECT BOARD

RECOMMENDATION: Items A1 to A6 Approval \$1,278,218 (Unanimously 12-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 4 A1-A6 Capital appropriations as listed in the table below:

With regard to item A1, the committee was persuaded to approve the purchase of the basis of analysis performed by the Water Department. The analysis shows:

- the planned high utilization of the Hydro Excavator in support of the mandated Lead Service Line Inventory & Replacement Project,
- the ability of this tool to lower the costs and lessen risks associated with the excavation required for this project and use in other utility excavation work,
- and the lower cost of ownership including operating and maintenance costs versus contracting out for the service at \$2,800 - \$3,000 per day.

ITEM	DEPARTMENT	PROJECT DESCRIPTION	APPROPRIATION
A1	Water Division	Purchase of a Hydro Excavator	\$ 713,603.00
A3	Energy and Environment	Coastal Resiliency Pilot Project	\$ 32,715.00
A4	Energy and Environment	Great Herring Pond Water Quality Project	\$ 11,000.00
A5	Airport	Runway 6/24 Reconstruction	\$ 460,000.00
A6	Airport	Gate 3 Taxi Lane Reconstruction Project	\$ 60,900.00
		Total for Article 4 A1 - A6 Items	\$ 1,278,218.00

RECOMMENDATION: Item A8 Approval \$144,440 (11-1-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 4 A8 Capital appropriations as listed in the table below:

While there was concern about the estimate of cost, the committee was reminded that the final cost will be determined through the procurement process of soliciting multiple bids.

ITEM	DEPARTMENT	PROJECT DESCRIPTION	APPROPRIATION
A8	Public Works	Fire Department Overhead Doors	\$ 144,440.00
		Total for Article 4 A8 Item	\$ 144,440.00

RECOMMENDATION: Item A9 Approval \$378,518 (Unanimously 12-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 4 A9 Capital appropriations for the amended appropriation of up to \$378,518, provided however, that the amount authorized shall be reduced by the amount of grant payments received, as listed in the table below. The committee felt strongly that the Visitor Center is an integral part of the tourism industry and waterfront community. The project has been delayed twice and resulting in higher project costs due to construction escalation. Providing accessibility to the restrooms and lobby and completing the expansion are long overdue.

ITEM	DEPARTMENT	PROJECT DESCRIPTION	APPROPRIATION
A9	Public Works	Visitor's Center Addition	\$ 378,518.00
		Total for Article 4 A9 Item	\$ 378,518.00

ARTICLE 5: Change 2026 Spring Town Meeting Date

To see if the Town will vote to reschedule the 2026 Spring Annual Town Meeting from April 4, 2026, to April 11, 2026, as required by § 173-3 of the General Bylaws, or to take any other action relative thereto.

SELECT BOARD

RECOMMENDATION: Approval (Unanimously, 12-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 5. Approval of this article will change the date of the 2026 Spring Annual Town Meeting from April 4, 2026 to April 11, 2026. The committee noted April 4, 2026 is on a holiday weekend. Set up costs for the meeting will be higher and there is a risk that a quorum may not be achieved for a meeting on that date. If that occurs, costs would at least double because a meeting would need to be scheduled for another date with its own set up expenses.

ARTICLE 6: Establishment of a Land Acquisition Special Revenue Account

To see if the Town will vote to authorize the Select Board to petition the Massachusetts General Court for special legislation to establish a special revenue account utilizing proceeds from Chapter 61 "roll back" taxes for the purposes of municipal land acquisition as written below, provided however, that the General Court may make clerical or editorial changes of form only to the bill, provided further that the Select Board approve amendments to the bill before enactment by the General Court, provided further that the Select Board is hereby authorized to approve amendments which shall be within the scope of the general public objectives of the petition, or take any other action relative thereto.

AN ACT AUTHORIZING THE TOWN OF PLYMOUTH TO ESTABLISH A SPECIAL REVENUE ACCOUNT FOR LAND ACQUISITION

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 the provisions of 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 in the town treasury a special revenue account to be known as the Land Acquisition Fund and may appropriate monies from the fund to acquire interests in land for the purposes of recreation, open space and other municipal purposes. Amounts received by the town pursuant to section 7 of Chapter 61, section 13 of Chapter 61A, and section 8 of Chapter 61B shall be deposited into said fund. Interest earned shall remain with and become part of the fund.

Section 2. This act shall take effect upon its passage.

SELECT BOARD

RECOMMENDATION: Approval (Unanimously, 12-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 6. Approval of this article will authorize the Select Board to petition the General Court to establish a special revenue account for Land Acquisition per the warrant language.

ARTICLE 7: Morton Park Town Brook Culvert Project – Dedication of Town-Owned Land

To see if the Town will vote to dedicate those certain areas of Town-owned land shown as being in the vicinity of Town Brook and Morton Park Road on the plans entitled “Plymouth Morton Park Road Property Plan & Summary Sheet Morton Park Road” dated 4-Sep-2025, prepared by SLR Consulting, on file with the Town of Plymouth Engineering Services Division, as they may be amended (the “Plan”), for the purposes for which they are presently held, and for drainage purposes, and for access purposes, including pedestrian, vehicular and heavy equipment access, to include without limitation, construction, maintenance, repair and replacement of one or more ways, culverts, slopes, and any and all related appurtenances, and further, to authorize the Town’s acquisition by gift, purchase, eminent domain, or otherwise, from James R. Sanderson, Sr., or the owner of record of 68 Morton Park Road, Plymouth, Massachusetts, of (1) a temporary easement shown on the Plan as TE-01, for clearing, grading, removal of a stone wall, and any other purposes described herein, and (2) a permanent easement shown on the Plan as PE-01, for clearing, grading, maintenance, all as may be necessary or convenient to accomplish any and all such purposes in connection with the Morton Park / Town Brook Culvert Project, or take any action relative thereto.

DEPARTMENT OF ENERGY AND ENVIRONMENT

RECOMMENDATION: Approval (Unanimously, 12-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 7. Approval of this article will accept Culvert Easements as shown on “Plymouth Morton Park Road Property Plan & Summary Sheet Morton Park Road” dated 4-Sep-2025, prepared by SLR Consulting, on file with the Town of Plymouth Engineering Services Division, authorized the town a temporary construction easement from James R. Sanderson, Sr., the owner of record of 68 Morton Park Road as shown on the Plan as TE-01 and further to authorize a permanent easement as shown on the Plan as PE-01 designating the area (where the culvert will be replaced) for highway purposes.

ARTICLE 8: Eversource Easement - Spring Lane/Jenney Pond Easement

To see if the Town will vote to authorize the Select Board to grant and convey to NStar Electric Company, d/b/a Eversource Energy, access and utility easements for the installation of a pad mount transformer and equipment, underground wires, underground transmission lines, underground cable and conduit together with lines for control, relay and communication purposes, or take any other action thereto.

DEPARTMENT OF ENERGY AND ENVIRONMENT

RECOMMENDATION: Approval (Unanimously, 12-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 8. Approval of this article will authorize access and utility easements to Eversource over, across, upon and under a portion of Town owned property located at 0 Summer Street (Spring Lane) in the Town of Plymouth, Massachusetts as shown on a plan dated 4/9/25, on file with the Town Clerk.

ARTICLE 9: Assessor/Assistant Assessor Certification Stipend

To see if the Town will vote to accept the provisions of G.L. Ch. 59 §21A, wherein an Assessor or Assistant Assessor who completes the necessary training and receives certification as a Massachusetts Municipal Assessor or Certified Assessment Evaluator is entitled to receive additional compensation in the amount of the 10% of the annual salary, up to a maximum of \$1,000 annually, or take any other action relative thereto.

DEPARTMENT OF FINANCE**RECOMMENDATION: Approval (Unanimously, 12-0-0)**

The Advisory & Finance Committee recommends Town Meeting approve Article 9. Approval of this article will accept the provisions of M.G.L. Ch. 59 §21A, and compensate an Assessor or Assistant Assessor who completes the necessary training and receives certification as a Massachusetts Municipal Assessor or Certified Assessment Evaluator. The additional compensation is 10% of the annual salary, up to a maximum of \$1,000 annually. The committee feels this is important for staff development and retention.

ARTICLE 10: Bylaw Recodification

To see if the Town will vote to renumber and recaption the 1999 General Bylaws of the Town and to adopt the Code of the Town of Plymouth, including the changes detailed in Schedule A and stylization of the text, including:

- (1) Standardizing references to the Massachusetts General Laws in the following format: MGL c. ___, § ____;
- (2) Standard capitalization, including capitalization of “Town” when referring to the Town of Plymouth;
- (3) Standard citation of numbers;
- (4) Correction of spelling errors;

all as set forth in Schedule A and the document on file in the office of the Town Clerk entitled “Final Draft of the Town of Plymouth, Massachusetts,” dated August 2025, prepared by General Code, LLC, or to take any other action relative thereto.

TOWN CLERK**RECOMMENDATION: Approval (Unanimously, 12-0-0)**

The Advisory & Finance Committee recommends Town Meeting approve Article 10. Approval of this article will renumber and recaption the 1999 General Bylaws of the Town and adopt the Code of the Town of Plymouth as detailed in Schedule A, on file in the office of the Town Clerk entitled “Final Draft of the Town of Plymouth, Massachusetts,” dated July 2025, prepared by General Code, LLC.

ARTICLE 11: Historical Commission

To see if the Town will vote to accept the provisions of G.L. Ch. 40 §8D regarding the establishment of a Historical Commission, and to establish a Plymouth Historical Commission or to take any other action relative thereto.

TOWN MANAGER

RECOMMENDATION: Approval (11-2-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 11. Approval of this article will accept the provisions of M.G.L. Ch. 40 §8D and establish a Plymouth Historical Commission.

ARTICLE 12: Withdrawn.

ARTICLE 13: Title V Repair Fund

To see if the Town will vote to raise and appropriate, transfer, or borrow a sum of \$400,000.00, for the purposes of financing the following water pollution abatement facility projects: sewer tie-ins or the repair, replacement and/or upgrade of septic systems, pursuant to agreements between the Board of Health and residential property owners; including without limitation, the payment of all costs thereof as defined in Section 1 of Chapter 29C of the General Laws; and to meet this appropriation the Treasurer with approval of the Select Board is authorized to borrow \$400,000.00 under G.L. c.44 or any other enabling authority, which amount may be borrowed through the Massachusetts Clean Water Trust or otherwise; and that the Select Board is authorized to take any other action necessary to carry out this project, or take any other action relative thereto.

PLANNING AND DEVELOPMENT

RECOMMENDATION: Approval \$400,000 (Unanimously, 13-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 13. Approval of this article will allow the Town to borrow \$400,000 through the Massachusetts Clean Water Trust to fund the Title V Betterment Loan Program. These low-interest loans are available to Town residents meeting certain income criteria on a first-come, first-served basis to fund septic system replacement or repair. Historically, the funding for this program has been refreshed as funds are depleted.

ARTICLE 14: Plymouth Zoning Bylaw, Section 206.6 - Multifamily Overlay District and to amend the Official Zoning Map

To see if the Town will vote to amend the Plymouth Zoning Bylaw, Section 206.6 - Multifamily Overlay District and to amend the Official Zoning Map (Sheet 2) Multifamily Overlay District by adding Lot 28A on Assessors' Map 104 and removing Lots A-319 , 10-418, 10-500, 10-501 and 10-502 on Assessor's Map 77D as well as amend Section 201.3 (definition of "family"), as on file with the Town Clerk, or take any other action relative thereto.

PLANNING BOARD

RECOMMENDATION: Approval (11-2-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 14. Approval of this article will satisfy the compliance requirement that 50% of the total overlay district be contiguous, which the previous plan did not.

ARTICLE 15: Tax Title Property Transfer

To see if the Town will vote to transfer the care, custody, management and control of the parcels listed below as on file with the Town Clerk, from the Town Treasurer for tax title purposes to the Conservation Commission for conservation purposes pursuant to G.L. c. 40, §8C; subject to an existing drainage easement located on Lot 8 of Assessors Map 60, and an access easement for the Plymouth Fire Department to Jakes Pond (Map 114, Lot 000), and to see if the Town will vote to raise and appropriate, transfer from available funds, or borrow a sum of \$12,500.00 for funding of legal title work for said conveyances, and further to authorize the Conservation Commission to execute any and all instruments as may be necessary to effectuate the vote taken hereunder, or take any other action relative thereto.

Parcel ID	Location	Legal Reference	Recording Date
060-000-008-000	4 – 10 Mountain Hill Road	Bk. 26569, Pg. 080	September 19, 2003
076-026-002-000	95 Beaver Dam Road	Bk. 35653, Pg. 11	February 27, 2008
114-000-019-071	Off Spinnaker Drive	Bk. 13379, Pg. 320	January 18, 1995
114-000-019-072	Off Bourne Road	Bk. 13379, Pg. 320	January 18, 1995
114-000-000-000	Off Spinnaker Drive	Bk. 13379, Pg. 320	January 18, 1995
123-001P-1226-000	Off Blueberry Road	Certificate. 107239	May 15, 2009
123-001P-1227-000	Off Blueberry Road	Certificate. 107239	May 15, 2009
124-000-009-112	Off Bourne Road	Certificate 70602	October 31, 2011

OPEN SPACE COMMITTEE

RECOMMENDATION: Approval \$12,500 (Unanimously, 12-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 15. Approval of this article will transfer the listed parcels from the Town Treasurer to the Conservation Commission for conservation purposes. These parcels were taken by the Town through a tax lien proceeding.

ARTICLE 16: CPC – Open Space & Recreation – Dark Orchard Trail

To see if the Town will vote to appropriate \$900,000.00 from the Community Preservation available funds, reserve funds, or fund balance or any other available fund and/or borrow for the creation and/or restoration and rehabilitation of land for open space and recreational use pursuant to the Community Preservation Act, creating Dark Orchard All Persons Trail on underdeveloped Town owned land within commonly known as Jenney Pond and Town Brook Park and Town Brook as shown as Assessors Map 18, Lot 43, Map 21, Lot 78, Map 18, Lot 40A, for the purpose of creating, improvements and enhancements to trails and further that said land be held under the care, custody, and control of the Conservation Commission; based on the recommendation of the Community Preservation Committee pursuant to G.L. Ch.44 or pursuant to any other enabling authority; the Select Board is authorized to grant a conservation restriction in said property in accordance with G.L.c.44B, §12 meeting the requirements of G.L. Ch.184, §31-33; and further that Town officials are authorized to enter into all agreements and execute any and all instruments as may be necessary on behalf of the Town to effect said construction and related projects; or take any other action relative thereto.

COMMUNITY PRESERVATION COMMITTEE

RECOMMENDATION: Approval \$900,000 (Unanimously, 14-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 16. Approval of this Article will create the first public univerally accessible nature trail in Plymouth. The trail will consist of 2,500 linear feet of 100% accessible boardwalks, bridges, and sidewalks. It will include benches/sitting areas, guide ropes & tactile features to aid visually impaired persons utilizing the trail, trail makers, kiosks, interpretive signage and additional handicap parking. The Community Preservation voted in the affirmative contingent upon the Town receiving a grant from the state to reimburse a portion of the cost.

ARTICLE 17: CPC – Open Space & Recreation – Gilmore Land Acquisition

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. Ch. 44B and to accept the deed to the Town of Plymouth, of a fee simple interest of land located off Bogside Drive, Highview Road, Acorn Trail, Hollis Road, Edgewater Drive, and Beaver Dam Road in the Town of Plymouth comprised of 20.8 acres, more or less, shown on Assessors Map 75, Lots 9-29, 9-30, 9-31, 9-32, 9-33, 9-34, 9-35, 9-36, 9-37, 9-38, 9-39, 9-40, and 9-44, and further that said land be held under the care, custody, and control

of the Conservation Commission; and as funding therefor to vote to appropriate a \$729,290.92 for the acquisition and other costs associated therewith from the Community Preservation Fund, fund balance, reserves, and/or borrow or otherwise fund said total sum pursuant to G.L.Ch.44B §11 or G.L.Ch.44 §7 or any other enabling authority; provided, however, that any such borrowing authority shall be reduced by the amount of any grants received by the Town prior to such borrowing; and further, to authorize the Board of Selectmen to grant a conservation restriction in said property in accordance with G.L.Ch.44B §12 meeting the requirements of G.L.c.184 §31-33; and to authorize appropriate Town officials to enter in 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 \$729,290.92 (Unanimously, 14-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 17. Approval of this Article will authorize the Town to purchase 13 parcels of land, totaling 20.8 acres, directly abutting Beaver Dam Conservation Area & Tidmarsh Wildlife Sanctuary. This purchase will also contribute to permanently protecting 97 ± % of Little Island Pond's shoreline. The Community Preservation voted in the affirmative contingent upon the Town receiving \$448,000 in grant reimbursements.

ARTICLE 18: CPC – Affordable Housing – Habitat for Humanity

To see if the Town will vote to raise and appropriate \$70,000.00 from the Community Preservation available funds, reserve funds, or fund balance and any other available fund and/or borrow and grant to the Habitat for Humanity of Greater Plymouth for the purposes of affordable housing and construct a single family home pursuant to G.L. c. 44B, §12 and G.L. c. 184, §31-33 with deed restricted affordable housing on the property located at 31 Strand Avenue, Plymouth, Massachusetts, Lot H28, Assessors Map 046-000H-000H-028 and further to authorize the Select Board to enter into a grant agreement with the Habitat for Humanity of Greater Plymouth for such purposes, and to accept the affordable housing restriction, or take any other action relative thereto.

COMMUNITY PRESERVATION COMMITTEE

RECOMMENDATION: Approval \$70,000 (Unanimously, 14-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 18. Approval of this Article will allow a grant to Habitat for Humanity for the purpose of construction support for a single family home on 31 Strand Avenue with an affordable housing deed restriction in perpetuity. This property will count toward the towns Subsidized Housing Inventory.

ARTICLE 19: CPC - Historic Preservation – Little Red Schoolhouse

To see if the Town will vote to raise and appropriate \$36,000.00 from the Community Preservation available funds, reserve funds, or fund balance and any other available fund and/or borrow for historic preservation purposes, for the purposes of funding a Little Red Schoolhouse Existing Conditions Study based on the recommendation of the Community Preservation

Committee pursuant to G.L. Chapter 44B, or take any other action relative thereto.

COMMUNITY PRESERVATION COMMITTEE

RECOMMENDATION: Approval \$36,000 (12-2-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 19. Approval of this Article will allow for a existing conditions study of the historically significant Little Red Schoolhouse to evaluate the necessary steps to preserve the structure. The committee expressed concerned about the

apparent high cost and noted this is a budget number. The final cost will be determined by the procurement process.

ARTICLE 20: CPC – Historic Preservation – Memorial Hall

To see if the Town will vote to appropriate \$90,000.00, from the Community Preservation Fund reserves, fund balance, any other available fund and/or borrow for the purposes of funding a Historic Structure Report for Memorial Hall for historic purposes pursuant to the Community Preservation Act, to identify significant features, spaces, existing condition report and specifically to further guide the historic restoration of the structure, Memorial Hall, based on the recommendation of the Community Preservation Committee pursuant to G.L. c. 44B, or take any other action related thereto.

COMMUNITY PRESERVATION COMMITTEE

RECOMMENDATION: Approval \$90,000 (Unanimously, 14-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 20. Approval of this Article will allow for a Historic Structure Report to identify significant features and architecture to guide the historic restoration, preservation, and renovations of Memorial Hall.

ARTICLE 21: CPC – Open Space and Recreation – Training Green

To see if the Town will vote to appropriate \$644,000.00 from the Community Preservation Fund reserves, fund balance, any other available fund and/or borrow for the creation and/or restoration and rehabilitation of land for open space and recreational use pursuant to the Community Preservation Act, which land is commonly known as the Training Green, and is shown on Assessors Map 19, Plot 238 as Lots 000 and specifically for the rehabilitation and rebuilding of the Training Green as described in the Cost Summary and Schematic Plan (the “Plan”) designed by SLR, dated July 10, 2025 as presented to the Select Board and Historic District Committee; and as funding therefor, based on the recommendation of the Community Preservation Committee pursuant to G. L. Chapter 44B, or take any other action related thereto.

COMMUNITY PRESERVATION COMMITTEE

RECOMMENDATION: Approval \$644,000 (Unanimously, 14-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 21. Approval of this article will authorize the rehabilitation and rebuilding of the Training Green as described in the Final Schematic Plan by SLR, dated July 2025. The plan is to improve the park by making ADA improvements and upgrades, address safety concerns, and improve the park aesthetically, while preserving the historic beauty of the park’s natural state and maintaining the original design as close as possible.

ARTICLE 22: CPC – Rescind Borrowing Authorization

To see if the Town will vote to rescind the remaining borrowing authority on Article 9B of the 2022 Fall Town Meeting for the Spire Center Restoration and Rehabilitation Project, or take any other action related thereto.

COMMUNITY PRESERVATION COMMITTEE

RECOMMENDATION: Approval (Unanimously, 14-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 22. Approval of this article will rescind the borrowing authority on Article 9B of the 2022 Fall Town Meeting for the Spire Center Rehabilitation Project due to the completion of the project.

ARTICLE 23: CPC – Historic Preservation – Town Records

To see if the Town will vote to raise and appropriate the sum of \$35,000.00 from the Community Preservation available funds, reserve funds, fund balance or any other available fund and/or borrow, for historic preservation purposes, to preserve and protect the Town's permanent records which are historic resources, based on the recommendation of the Community Preservation Committee pursuant to G.L. Chapter 44B, or take any other action relative thereto.

COMMUNITY PRESERVATION COMMITTEE

RECOMMENDATION: Approval \$35,000 (Unanimously, 14-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 23. Approval of this article will preserve and protect the Town's permanent records which will be transcribed and uploaded onto the Town's digital repository. This is the last set of records, 1783 to 1866, to be transcribed and digitized allowing the community complete access to all the Town's records from 1636 to present.

ARTICLE 24: Citizen's Petition: Change to Community Preservation Act Funds Distribution Percentages

To see if the Town will, vote to revise the funding of the Community Preservation Act, that 10% of the total funds go to the Plymouth Redevelopment Authority and the Plymouth Housing Trust to be divided equally (5% per board) for the following purposes; "a sum of money for the acquisition...creation, preservation and support of community housing...funding administrative and operational expenses..."

By Petition: Stephen Michael Palmer, et al.

RECOMMENDATION: No Motion – No Action

ARTICLE 25: Citizen's Petition: Zoning Bylaw Amendment – Temporary Moratorium –Earth Removal

To see if the Town will vote to amend the Town's Zoning Bylaw, Section 203-2(C) by adding a new subsection 203-2(C)13 Temporary Moratorium on the Issuance of Zoning Permits and Special Permits for Earth Removal, that provides as follows:

13. Temporary Moratorium on the Issuance of Zoning Permits and Special Permits for Earth Removal

a) Purpose

The magnitude and impacts of current earth removal practices appear to have damaged natural systems and been harmful to the neighborhoods near the sites of such activities due to excessive noise, and air pollution, and the effects of heavy truck traffic to and from such sites remaining in effect over time periods exceeding months or years. The purpose of the temporary moratorium is to allow sufficient time for the Town to engage in a planning process to review and evaluate the effectiveness of the Earth Removal Regulation of Section 203-2(C) and to determine whether such regulation is implemented and administered in a manner consistent with the expressed intent of such regulation.

b) Moratorium

For the reasons set forth above and notwithstanding any other provision of the Zoning Bylaw to the contrary, and except for the earth removal operations described in subsection 203-2(C)2 a. through f., no zoning permit or special permit may be issued for earth removal under Section 203-2(C), and this temporary moratorium shall take effect as of (the date of adoption of this Article by Town Meeting), and shall continue until that date which is 11 1/2 months after the date such moratorium takes effect.

By Petition: Francis F. Mand, et al.

RECOMMENDATION: No Motion – No Action

The petitioners appeared before the committee to request that the committee take no action.

ARTICLE 26: Citizen's Petition: Plymouth Regional Economic Development Foundation Board of Directors – Prohibit Municipal Employees

To see if the Town will vote to urge the Select Board to prohibit municipal employees from acting as a member of the board of directors of the Plymouth Regional Economic Development Foundation, Inc.

"Municipal employee" shall have the definition in the state Conflict of Interest law, Chapter 268A, Section 1(g):

" Municipal employee ", a person performing services for or holding an office, position, employment or membership in a municipal agency, whether by election, appointment, contract of hire or engagement, whether serving with or without compensation, on a full, regular, part-time, intermittent, or consultant basis, but excluding (1) elected members of a town meeting and (2) members of a charter commission established under Article LXXXIX of the Amendments to the Constitution.

By Petition: Francis F. Mand, et al.

RECOMMENDATION: No Motion – No Action

ROLL CALL VOTING CHARTS

ADVISORY & FINANCE COMMITTEE - ROLL CALL VOTING CHART

Y - For

N - Against

A - Abstain **R** - Recuse

X - Absent

Ch - Chair did not vote

ARTICLES

		Gail Butler	Brian Dunn	Thomas Jacintho, Jr.	Briana Keating	Joseph Lalley	Everett Malagutti	Molly O'Connor	Lorenzo Pizarro	Myles Ramey	Vincent Renault	Christine Richards	Mark Snyder	Emily Tompkins	David Trudell	Scott Vecchi	VOTE TOTAL FOR-AGAINST-ABSTAIN
1	Supplemental Budgets - General Fund	Y	A	Y		Ch	A	X	Y	Y	Y	A	Y	Y	Y		9-0-3
2	WITHDRAWN					Ch											
3	WITHDRAWN					Ch											
4	Capital Recommendations					Ch											
	A1 Purchase of a Hydro Excavator	Y	Y	Y	Y	Ch	Y	Y	Y	Y	X	Y	Y	Y	Y	X	12-0-0
	A3 Coastal Resiliency Pilot Program	Y	Y	Y	Y	Ch	Y	Y	Y	Y	X	Y	Y	Y	Y	X	12-0-0
	A4 Great Herring Pond Water Quality Project	Y	Y	Y	Y	Ch	Y	Y	Y	Y	X	Y	Y	Y	Y	X	12-0-0
	A5 Runway 6/24 Reconstruction	Y	Y	Y	Y	Ch	Y	Y	Y	Y	X	Y	Y	Y	Y	X	12-0-0
	A6 Gate 3 Taxilane Reconstruction	Y	Y	Y	Y	Ch	Y	Y	Y	Y	X	Y	Y	Y	Y	X	12-0-0
	A8 Fire Department Overhead Doors	Y	Y	Y	Y	Ch	Y	Y	Y	Y	X	Y	Y	Y	Y	X	12-0-0
	A9 Visitor's Center Addition	Y	Y	Y	Y	Ch	Y	Y	Y	Y	X	Y	Y	Y	Y	X	12-0-0
5	Change 2026 Spring Town Meeting Date	Y	Y	Y		Ch	Y	X	Y	Y	Y	Y	Y	Y	Y	Y	12-0-0
6	Establish a Land Acquisition Special Revenue Account	Y	Y	Y		Ch	Y	X	Y	Y	Y	Y	Y	Y	Y	Y	12-0-0
7	Morton Park - Dedication of Town Owed Land	Y	Y	Y	Y	Ch	Y	Y	Y	Y	Y	X	Y	Y	Y	X	12-0-0
8	Eversource Easement - Spring Lane/Jenney Pond	Y	Y	Y	Y	Ch	Y	Y	Y	Y	Y	X	Y	Y	Y	X	12-0-0
9	Assessor/Assistant Assessor Certification Stipend	Y	Y	Y		Ch	Y	X	Y	Y	Y	Y	Y	Y	Y	Y	12-0-0
10	Bylaw Recodification	Y	Y	Y		Ch	Y	X	Y	Y	Y	Y	Y	Y	Y	Y	12-0-0
11	Historical Commission	Y	Y	Y	Y	Ch	N	Y	Y	Y	N	Y	Y	Y	Y	X	11-2-0
12	WITHDRAWN					Ch											
13	Title V Repair Fund	Y	Y	Y	Y	Ch	Y	Y	Y	Y	Y	Y	Y	Y	Y	X	13-0-0
14	Zoning Bylaw Amendment -Multifamily Overlay District	Y	Y	Y	Y	Ch	N	Y	Y	Y	Y	Y	N	Y	Y	X	11-2-0
15	Tax Title Property Transfer	Y	X	Y	Y	Ch	Y	Y	Y	Y	Y	Y	Y	Y	Y	X	12-0-0
16	CPC-Open Space & Recreation - Dark Orchard Trail	Y	Y	Y	Y	Ch	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	14-0-0
17	CPC-Open Space & Recreation - Gilmore Land Acquisition	Y	Y	Y	Y	Ch	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	14-0-0
18	CPC-Affordable Housing - Habitat for Humanity	Y	Y	Y	Y	Ch	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	14-0-0
19	CPC-Historic Preservation - Little Red Schoolhouse	N	Y	Y	Y	Ch	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	12-2-0
20	CPC-Historic Preservation - Memorial Hall Historic Structure Report	Y	Y	Y	Y	Ch	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	14-0-0
21	CPC-Open Space & Recreation - Plymouth Training Green	Y	Y	Y	Y	Ch	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	14-0-0
22	CPC - Rescind Borrowing Authorization	Y	Y	Y	Y	Ch	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	14-0-0
23	CPC-Historic Preservation - Town Records	Y	Y	Y	Y	Ch	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	14-0-0

														VOTE TOTAL FOR-AGAINST-ABSTAIN													
														Gail Butler	Brian Dunn	Thomas Jacintho, Jr.	Briana Keating	Joseph Lalley	Everett Malagoti	Lorenzo Pizarro	Myles Ramey	Vincent Renaud	Christine Richards	Mark Snyder	Emily Tompkins	David Trudell	Scott Vecchi
ARTICLES																											
24	Citizen's Petition: Change CPA Funds Distribution Percentages					Ch																		No Motion. No Action.			
25	Citizen's Petition: Zoning Bylaw Amendment - Temporary Moratorium - Earth Removal					Ch																		No Motion. No Action.			
26	Citizen's Petition: Plymouth Regional Economic Development Foundation Board of Directors - Prohibit Municipal Employees					Ch																		No Motion. No Action.			

CAPITAL
IMPROVEMENTS
COMMITTEE



MEMO

TO: Derek Brindisi, Town Manager
FROM: Sandra Strassel, Procurement Officer
cc: Lynne Barrett, Finance Director
DATE: September 5, 2025
RE: Capital Improvements Committee Recommendation

The Town Of Plymouth Capital Improvements Committee met on Thursday, September 4, 2025, to review and rank Capital Improvement Requests for the 2025 Fall Annual Town Meeting. The projects and their rankings are listed below (they are ranked in the order as they relate to the Spring Fiscal 2026 CIC ranking):

Article # at ATM	Department	Dept Priority	Project Title	CIC Rank	Total Project Cost
4	422 - DPW Facility Maintenance	1	Fire Station #1, #3 & #6 Doors	48	\$144,440
4	422 - DPW Facility Maintenance	2	Visitor's Center Expansion	49	\$608,518
4 / 16	427 - Energy & Environment	2	Dark Orchard All Persons Trail – Combination GF and CPC Project	50	\$1,000,000
4	427 - Energy & Environment	5	Great Herring Pond Water Quality Project	51	\$61,655
4	427 - Energy & Environment	4	Coastal Resilience Pilot Project	52	\$327,150

The following Enterprise Fund and Community Preservation projects were also presented:

Article # at ATM	Department	Dept Priority	Project Title	Total Project Cost	Fund
17	427 - Energy & Environment	3	Gilmore Land Acquisition	\$729,291	CPC

4	450 - DPW Water	1	Hydro Excavator	\$713,603	Water Enterprise
4	482 - Airport	1	Runway 6/24 Reconstruction	\$9,200,000	Airport Enterprise, FAA & MassDOT
4	482 - Airport	2	Gate 3 Taxi Line Replacement	\$870,000	Airport Enterprise, FAA & MassDOT
21	492 - DPW Parks & Forestry	1	Training Green Upgrades	\$744,000	CPC

Although the projects were not ranked due to their respective funding sources, the Committee reviewed them and voted unanimously to recommend the projects for further consideration.

If you would like additional information, please let me know.

Thank you.

ARTICLE
SUPPORTING
DOCUMENTATION

ARTICLE 1:

ARTICLE 1: Supplemental Budget – General Fund

To see if the Town will vote to amend the vote taken under Article 5 of the 2025 Spring Annual Town Meeting warrant, and, as necessary, to raise, appropriate, transfer from available funds, or borrow funds for the purpose of supplementing departmental expenses, and/or to reduce certain departmental expenses or otherwise amend said vote, or take any other action relative thereto.

SELECT BOARD

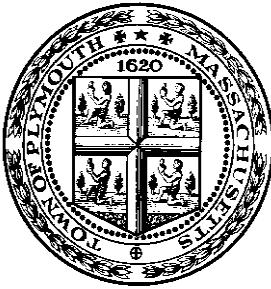
RECOMMENDATION: Approval \$2,056,358 (9-0-3)

The Advisory & Finance Committee recommends Town Meeting approve Article 1. Approval of this article will increase the FY26 General Fund Operating Budget by \$2,056,358 as detailed in the following table:

The committee noted continued efforts to lower postage cost such as the ability to opt-in to receive most tax and utility bills via email via the “ICloud” website.

The committee also learned that although the Town has saved money by in-sourcing counsel for some areas of the law, the Town will continue to hire outside legal counsel for specialty areas.

Article 1 Supplemental Budget Requests:				
Department	Budget Line Item	Line #	Description of Item	A&F Recommendation
Sub-Committee A				
Town Manager	Personal Services	1	Add (1) full time labor attorney & (1) full time para-legal	\$ 115,000.00
Town Manager	All Other Exps	2	Agenda Management Software	\$ 11,900
Town Clerk	All Other Exps	7	Increase Postage	\$ 60,000
			Total Sub-Committee A	\$ 186,900
Sub-Committee B				
Procurement	All Other Exps	19	Furniture, Fixtures & Equipment	\$ 16,621
Member Insurance	All Other Exps	29	Add one full time firefighter position	\$ 5,750
			Total Sub-Committee B	\$ 22,371
Sub-Committee C				
Police	Personal Services	33	Vacancy Factor Cut Restoral	\$ 156,000
Fire	Personal Services	40	Add one full time firefighter position	\$ 18,679
			Total Sub-Committee C	\$ 174,679
Sub-Committee D				
DPW - All Divisions	Personal Services	49	Vacancy Factor Cut Restoral	\$ 157,305
			Total Sub-Committee D	\$ 157,305
Sub-Committee F				
Plymouth Schools	Plymouth Public Schools	61	61% of Additional State Aid Received	\$ 1,515,103
			Total Sub-Committee F	\$ 1,515,103
Total Article 1 Supplemental Budget Appropriation to Town Meeting				\$ 2,056,358.00



TOWN OF PLYMOUTH

FINANCE DEPARTMENT

26 COURT STREET, PLYMOUTH, MA 02360

PHONE (508) 747-1620 EXTENSION 10177

To: SELECT BOARD
ADVISORY & FINANCE
TOWN MEETING MEMBERS

FROM: LYNNE A. BARRETT
DIRECTOR OF FINANCE

SUBJECT: ARTICLE 1 - BUDGET AMENDMENT – GENERAL FUND

DATE: AUGUST 13, 2025

As you know the Town level funded state aid in the budget estimates used for the April town meeting. Since then, the town received final state aid numbers on July 14th, 2025, and there was a net increase of \$2,483,775. It was communicated during the budget process that the additional state aid allocation would be shared with School side 61% (\$1,515,103) and Town side 39% (\$968,672) to address any cuts or amendments to the budget.

The table below identifies the Article and areas of the budget that need funding. There are also additional memos from departments which will provide additional information attached as backup.

Article	Sub-Committee	Department	Type of Exp	Amount	Explanation
1	A	Town Clerk	All Other Exps	\$ 60,000.00	See Memo
1	A	Town Manager	Personal Services	\$ 115,000.00	See Memo
1	A	Town Manager	All Other Exps	\$ 11,900.00	See Memo
1	B	Procurement	All Other Exps	\$ 16,621.00	See Memo
1	B	Member Insurance	All Other Exps	\$ 5,750.00	See Memo
1	C	Police	Personal Services	\$ 156,000.00	Vacancy Factor Cut Restoral
1	C	Fire	Personal Services	\$ 18,679.00	See Memo
1	D	DPW - All Divisions	Personal Services	\$ 157,305.00	Vacancy Factor Cut Restoral
1	F	Plymouth Schools		\$ 1,515,103.00	See Memo
			Total Appropriation	\$ 2,056,358.00	

Article	Sub-Committee	Department	Type of Exp	Amount	Explanation
1		Fire Prevention Revolving Funding Source for Benefits		\$ (5,750.00)	See Memo
15		Open Space	Tax-Title Property Conveyances	\$ 12,500.00	See Memo
		Tax Rate Recap	Recap Adjustment for EAF	\$ 240,667.00	
		Tax Rate Recap	Allowance for Abatements & Exemptions	\$ 180,000.00	Hero Act Increase
			Total Net State Aid	\$ 2,483,775.00	

Tax Rate Recap items do not require town meeting appropriation.

Thank you for your consideration in this matter.

**Town of Plymouth
General Fund Budget
Sources Uses - 2026 FATM Update**

GENERAL FUND REVENUES						
	Final Fiscal 2025 Budget	Budget Estimate 2026	Change	FATM 2026 Update	Dollar Change over Prior Year	% Change over Prior Year
Property Taxes						
Prior Year Tax Levy Limit	217,750,575	227,215,607		227,215,607	9,465,032	
Amended Prior Year New Growth	(1,492)			0	1,492	
2.5% Allowance	5,443,727	5,680,390		5,680,390	236,663	
New Growth	4,022,797	3,000,000		3,000,000	(1,022,797)	
Operational Override				0	0	
Levy Limit	227,215,607	235,895,997	0	235,895,997	8,680,390	
Debt Exclusion	6,670,410	6,469,210		6,469,210	(201,200)	
Other						
Maximum Allowable Levy Limit	233,886,017	242,365,207	0	242,365,207	8,479,190	
Unused Levy Capacity	(3,152,091)	(2,023,791)		(2,023,791)	1,128,300	
Total Property Taxes Raised	230,733,926	240,341,416	0	240,341,416	9,607,491	4.16%
Tax Rate	\$12.69	\$13.22		\$13.22	0.53	4.11%
Values	18,182,342,453	18,182,342,453		18,182,342,453	0	0.00%
State Aid - Cherry Sheet						
Chapter 70	29,055,747	29,055,747	1,107,150	30,162,897	1,107,150	3.81%
Charter School Reimbursement	956,065	956,065	(537,889)	418,176	(537,889)	-56.26%
General Municipal Aid	4,824,871	4,824,871	53,074	4,877,945	53,074	1.10%
Veterans Benefits	282,228	282,228	81,045	363,273	81,045	28.72%
Exemption Reimbursement Total	494,039	494,039	292,769	786,808	292,769	59.26%
State Owned Land	1,304,107	1,304,107	39,956	1,344,063	39,956	3.06%
Public Libraries	161,819	161,819	(787)	161,032	(787)	-0.49%
State Aid Total	37,078,876	37,078,876	1,035,318	38,114,194	1,035,318	2.79%
Local Receipts						
Motor Vehicle Excise	9,855,173	10,347,932		10,347,932	492,759	5.00%
Other Excise	1,850,000	2,000,750		2,000,750	150,750	8.15%
Penalties & Interest	750,000	750,000		750,000	0	0.00%
Payments in Lieu	90,000	94,500		94,500	4,500	5.00%
Fees	590,000	619,500		619,500	29,500	5.00%
Rentals	850,000	892,500		892,500	42,500	5.00%
Departmental Revenue - Recreation	234,000	240,000		240,000	6,000	2.56%
Departmental Revenue - School Medicaid	500,000	525,000		525,000	25,000	5.00%
Departmental Revenue - Cemetery	92,700	97,335		97,335	4,635	5.00%
Departmental Revenue - Crematory	301,000	301,000		301,000	0	0.00%
Other Dept Revenue	306,000	321,300		321,300	15,300	5.00%
Licenses & Permits	3,490,000	3,664,500		3,664,500	174,500	5.00%
Fines & Forfeits	250,000	262,500		262,500	12,500	5.00%
Miscellaneous - Medicare D / Fringe / MOA's	707,443	742,815		742,815	35,372	5.00%
PGDC Parking Deck Reimbursement for Debt	157,050	158,800		158,800	1,750	1.11%
Investment Income	1,208,461	2,500,000		2,500,000	1,291,539	106.87%
Local Receipt Total	21,231,827	23,518,432	0	23,518,432	2,286,605	10.77%
Other Sources						
Sewer Fund Indirect Costs	520,500	511,173		511,173	(9,327)	-1.79%
Water Fund Indirect Costs	1,703,260	1,776,968		1,776,968	73,708	4.33%
Airport Indirect Costs	446,834	433,477		433,477	(13,357)	-2.99%
Solid Waste Fund Indirect Costs	361,756	430,722		430,722	68,966	19.06%
Indirect Total	3,032,350	3,152,340	0	3,152,340	119,990	3.96%

**Town of Plymouth
General Fund Budget
Sources Uses - 2026 FATM Update**

	Final Fiscal 2025 Budget	Budget Estimate 2026	Change	FATM 2026 Update	Dollar Change over Prior Year	% Change over Prior Year
Available Funds						
Title V Loan Program - Debt Service - Art 7	207,927	201,644		201,644	(6,283)	-3.02%
Title V Loan Program - Administration - Art 7	43,814	77,448		77,448	33,634	76.77%
State Boat Ramp Revolving - Art 7	3,972	11,120		11,120	7,148	179.96%
Recreation Revolving - Art 7	32,675	39,921		39,921	7,246	22.18%
Memorial Hall Revolving - Art 7	28,278	29,631		29,631	1,353	4.78%
Plymouth Beach Revolving - Art 7	25,258	19,291		19,291	(5,967)	-23.62%
Fire Safety & Prevention Revolving - Art 7	10,309	0	5,750	5,750	(4,559)	-44.22%
Fire Alarm Maint Revolving - Art 7	9,430	9,578		9,578	148	1.57%
Cemetery Perpetual Care Art 7	10,000	10,000		10,000	0	0.00%
Municipal Waterways - Article 7	130,000	130,000		130,000	0	0.00%
Municipal Waterways - Article 7 - Debt	50,000	55,000		55,000	5,000	10.00%
Environmental Affairs Fund	0	20,000		20,000	20,000	#DIV/0!
Pavement Management Debt Fund	1,193,231	1,158,900		1,158,900	(34,331)	-2.88%
Meals Tax for Town Hall Project	1,799,345	1,796,344		1,796,344	(3,001)	-0.17%
Other Available FundsTotal	3,544,239	3,558,877	5,750	3,564,627	20,388	0.58%
Grand Total	295,621,217	307,649,941	1,041,068	308,691,009	13,069,792	4.42%

GENERAL FUND BUDGETS

	Final Fiscal 2025 Budget	Budget Estimate 2026	Change	FATM 2026 Update	Dollar Change over Prior Year	% Change over Prior Year
Administrative Services						
Administrative Services	3,261,767	3,139,317	186,900	3,326,217	64,450	1.98%
Department of Finance	3,221,708	3,373,014	16,621	3,389,635	167,927	5.21%
Department of Information Technology	3,000,361	3,268,031		3,268,031	267,670	8.92%
Department of Health & Human Services	4,993,021	5,152,342		5,152,342	159,321	3.19%
Department of Inspectional Services	1,109,287	1,241,172		1,241,172	131,885	11.89%
Department of Planning & Development	1,011,810	1,070,642		1,070,642	58,832	5.81%
Department of Public Safety	35,453,797	37,434,013	174,679	37,608,692	2,154,895	6.08%
Department of Energy & Environment	888,265	932,517		932,517	44,252	4.98%
Department of Public Works	12,784,810	12,893,350	157,305	13,050,655	265,845	2.08%
Fixed Costs	75,931,248	77,354,035	5,750	77,359,785	1,428,537	1.88%
Debt Service	18,209,291	18,209,291		18,209,291	0	0.00%
School	121,365,299	127,229,274	1,515,103	128,744,377	7,379,078	6.08%
Total	281,230,664	291,296,998	2,056,358	293,353,356	12,122,692	4.31%
Articles						
Other Articles			12,500	12,500	12,500	#DIV/0!
Nuclear Mitigation Stabilization	500,000	500,000		500,000	0	0.00%
Facility Maintenance Stabilization Fund	500,000	500,000		500,000	0	0.00%
Capital - Roads - Art 13 ATM	1,500,000	2,650,000		2,650,000	1,150,000	76.67%
Total	2,500,000	3,650,000	12,500	3,662,500	1,162,500	0
Other Amounts to be Raised						
Environmental Affairs Fund - PILOTS (1/2)			240,667	240,667	240,667	#DIV/0!
Cherry Sheet Assessments	10,398,127	10,918,033	(1,447,670)	9,470,363	(927,764)	-8.92%
Cherry Sheet Offsets	161,819	161,819	(787)	161,032	(787)	-0.49%
Overlay Reserve	1,330,608	1,623,092	180,000	1,803,092	472,484	35.51%
Total	11,890,553	12,702,944	(1,027,790)	11,675,154	(215,400)	-1.81%
Total	\$295,621,217	\$307,649,942	\$1,041,068	\$308,691,010	\$13,069,792	4.42%
Revenues Over (Under) Expenditures	(0)	(0)	-	(0)	(0)	
Debt Service as % Budget	6.47%	6.25%		6.21%		



TOWN OF PLYMOUTH

26 Court Street
Plymouth, Massachusetts 02360
(508) 747-1620
www.plymouth-ma.gov

July 17, 2025

Lynne Barrett
Finance Director
Town of Plymouth

I am respectfully requesting budget amendment of \$60,000 for postage for FY26 at the Fall Town Meeting in October. As you are aware, the Town Clerk office manages the postage for all Town Departments.

The postage price is now \$0.74 (was \$0.73) per letter to mail.

Below is a summary of costs over the last 2 fiscal years:

Postage FY2024		FY2025	Difference	FY2026
Budget	\$ 210,000.00	\$ 246,493.00		\$ 210,000.00
Elections Budget	\$ 31,852.00	\$ 39,550.00		\$ 28,550.00
	\$ 241,852.00	\$ 286,043.00		\$ 238,550.00
Hobin	\$ 39,000.00	\$ 56,000.00	\$ (17,000.00)	
Kirkwood	\$ 49,192.00	\$ 82,499.39	\$ (33,307.39)	
Recreation	\$ 9,000.00	\$ 12,500.00	\$ (3,500.00)	
Census	\$ 15,000.00	\$ 18,393.00	\$ (3,393.00)	
Quadient	\$ 2,000.00	\$ 1,180.00	\$ 820.00	
Postage Meter	\$ 105,000.00	\$ 88,500.00	\$ 16,500.00	
Elections Postage	\$ 46,000.00	\$ 48,000.00	\$ (2,000.00)	
	\$ 265,192.00	\$ 307,072.39	\$ (41,880.39)	

I have asked the Treasurer/Collector office to review their needs to see if they anticipate more postage needed.

As you can see, I do not believe the amount budgeted for FY2026 will be enough for the fiscal year and funds should be added to avoid a deficit and the need for yearend transfers.

Let me know if you have any additional questions.

Thank you,

Kelly A McElreath
Town Clerk

MEMORANDUM

TO: Advisory and Finance Committee

FROM: Select Board

DATE: August 18, 2025

RE: FY26 Budget Amendment

Legal Office- \$115,000

The Town's legal office is strategically expanding its in-house legal capabilities, a move driven by the clear benefits of efficiency, direct communication, and significant cost savings. By relying less on outside counsel, who charge between \$300 and \$550 per hour, the Town aims to maximize taxpayer value. Town Counsel Kate McKay's reported savings of approximately \$40,000 in legal costs this past year underscore the financial advantages of this approach. While maintaining its established relationship with KP Law, the Town is committed to enhancing its internal legal resources. To further this goal, the Select Board is proposing to add one full-time attorney and one full-time para-legal in Fiscal Year 2026.

This expansion is particularly critical given the increasing complexity of the town's labor relations. With seven unions and approximately 550 employees, coupled with ever-evolving federal and state workplace regulations, the need for an in-house labor attorney has become apparent.

The primary role of the new full-time labor attorney will be multifaceted:

- **Representing the Town:** This attorney will provide crucial advice on union-related matters, including contract negotiations, drafting agreements, and representing the Town in arbitration. They will also ensure compliance with labor laws and regulations to proactively prevent legal issues and handle grievances and disputes.
- **Negotiation and Dispute Resolution:** A significant portion of the attorney's work will involve representing the Town in collective bargaining negotiations, covering vital areas such as wages, benefits, working conditions, and safety standards. They will also be responsible for resolving disputes through arbitration or litigation.
- **Advising on Legal Compliance:** The labor attorney will offer expert legal counsel on a broad spectrum of labor laws, ensuring the Town's actions consistently adhere to these regulations. This includes drafting and reviewing employment policies and contracts for legal soundness.
- **Litigation and Administrative Proceedings:** When negotiations fail to resolve disputes, the labor attorney will represent the Town in court or before administrative bodies like the Department of Labor Relations.
- **Redistribution of work:** Historically, the Assistant Town Manager has dedicated a tremendous amount of time to addressing personnel matters. Consequently, this has prohibited the Assistant Town Manager from assisting in the daily operations of the town. A full-time labor attorney will

allow for the proper distribution of work throughout the Town Manager's Office, thereby allowing the Assistant Town Manager to focus more on developing operational efficiencies throughout town government.

Complementing the legal team, the new full-time paralegal will serve as a vital support system, enabling Town Counsel and the new labor attorney to concentrate on more intricate legal strategies, court appearances, and direct client representation. The paralegal's responsibilities will include:

- **Legal Research:** Conducting in-depth research using various databases and resources to support legal cases, covering laws, regulations, and precedents.
- **Document Drafting:** Preparing a wide range of accurate and properly formatted legal documents, such as pleadings, motions, contracts, and correspondence.
- **Case Management:** Organizing and meticulously maintaining case files, including documents, exhibits, and evidence, which is essential for efficient case progression.
- **Client and Witness Interaction:** Acting as a liaison between attorneys, clients, and witnesses, potentially conducting interviews, gathering facts, and providing case updates.
- **Trial Preparation:** Assisting attorneys in preparing for trials by organizing trial notebooks, preparing exhibits, and coordinating witness schedules. They may also provide in-court support by taking notes.
- **Administrative Tasks:** Handling various administrative duties, such as managing calendars, scheduling meetings, and potentially assisting with billing, particularly in a smaller office setting.

This proposed expansion of the legal office reflects a forward-thinking approach by the Town to enhance its legal self-sufficiency, optimize service delivery, and achieve substantial long-term cost savings for taxpayers.

Agenda Management Software- \$11,900

In line with the Select Board's annual Goals & Priorities, the Town has been researching different programs for agenda management and has identified CivicPlus software as the most suited to meet the Select Board's needs. This software will streamline the process of creating, publishing, and retaining Select Board agendas, packets, and minutes by: allowing internal departments to directly submit items for Select Board review; providing a transparent workflow between the Town Manager's Office, the Select Board, and town departments; facilitating collaboration between departments and the Select Board before, during, and after public meetings; allowing for live minute taking; etc.

The initial term is \$11,900.00 and the recurring annual charge thereafter is \$8,400.00.

Furniture, Fixtures and Equipment - \$16,621

The Legal Office is currently equipped for only one Attorney, so two additional desks, desk chairs, file storage, conference tables, and 6-8 guest chairs will be required. The Procurement Division's budget was cut by Advisory and Finance for FY26, and there is no longer a budget for furniture unless it was requested prior to budget entry.

The estimated cost for furniture is ~\$16,000.00, and does not include any office renovations, technical equipment, or supplies.



**Town of Plymouth
Fire Department
114 Sandwich Street
Plymouth, Massachusetts 02360
508-830-4213
Fax 508-830-4174**

Date: July 23, 2025

To: Derek Brindisi, Town Manager
Cc: Lynne Barrett, Finance Director
Silvio Genao, Asst. Town Manager
From: Neil Foley, Chief of Department

Re: Request to Increase Personnel Services (\$48,858)

I am writing to request a \$48,858 increase to the FY26 personnel services line item to add one Full-Time Equivalent (FTE) firefighter position. This increase will help meet the current and future demand for plan reviews, inspections, and code enforcement investigations within the Fire Prevention/Code Enforcement Division. Additionally, this position will allow us to enhance community outreach and communication through a more robust Community Risk Reduction Program. The Department plans to allocate 25% of the funding needed for this position from the Fire Prevention revolving fund as a funding source. Org. 2624220 Obj. 43400

In recent years, we have experienced a steady increase in the number of required inspections, which frequently leads to delays in time-sensitive inspections. This increase is not only due to population growth, but also to new fire safety regulations that require greater review and oversight, while ensuring we have the staffing to meet the Select Board's goal of implementing a multi-family inspection program. To address this challenge, we need to take action to allow for the time it takes to hire and train a new firefighter and then train a more tenured member to the position of fire inspector.

Investing in the Code Enforcement/Fire Prevention Division provides a significant return in community risk reduction. The National Institute of Standards and Technology (NIST) stated in a recent report that since the passage of the Federal Fire Prevention and Control Act of 1974, annual U.S. fire fatalities have decreased by more than 50%. This is primarily due to the development and enforcement of fire codes and safety standards. Effective fire prevention programs not only save lives but also result in lower property damage costs and decreased demand on emergency response resources.

Approval of this funding will enable the department to continue delivering an effective fire prevention program, enabling us to conduct more thorough inspections, expand our educational programs, and engage with residents to enhance fire safety awareness. Additionally, it will help reduce service delays by allowing us to cross-train inspectors to provide coverage during absences and vacations.

I appreciate your consideration of this request, and I look forward to discussing it further.



Plymouth Public Schools

Administration Building
11 Lincoln Street
Plymouth, MA 02360
Telephone: 508-830-4300
Fax: 508-746-1873
Web: www.plymouth.k12.ma.us

CHRISTOPHER S. CAMPBELL, Ed.D.
Superintendent of Schools

STACEY A. ROGERS, Ed.D.
Assistant Superintendent
Academic Operations

ERIK W. CIOFFI
Assistant Superintendent
Human Resources

ADAM BLAISDELL, Ed.D.
School Business Administrator

TO: Town Meeting Members, Advisory and Finance Committee Members
FROM: Christopher Campbell, Superintendent
Adam Blaisdell, School Business Administrator
SUBJECT: Article 1: Supplemental Budget – General Fund
DATE: August 15, 2025

We respectfully request that Town Meeting vote to amend the budget approved at the 2025 Spring Annual Town Meeting by increasing the Plymouth Public Schools' FY26 General Fund appropriation by **\$1,515,103**. This amount represents **61% of the increase in State Aid** the Town of Plymouth is receiving for FY26.

Background and Context

Over the past three budget cycles (FY24-FY26), Plymouth Public Schools have taken significant steps to reduce costs and minimize the financial impact on the Town. These reductions include:

- **FY24:** 10% reduction in supplies
- **FY25:** 10% reduction in supplies
- **FY25:** Elimination of 29 positions
- **FY26:** Elimination of 6 positions and reduction in hours (FTE) for 2 additional positions

Despite receiving modest additional state aid in a previous fiscal year, those funds were allocated entirely toward covering contractual obligations. **No previously reduced staff positions or supply budgets were restored.** These reductions have affected student services, limited classroom resources, and constrained educational offerings.

Grant Reductions in FY26

We are also facing decreased funding in several federal and state grants that support staffing. While the dollar amounts are relatively small, they support key personnel whose salary and benefits have increased with inflation and contract obligations:

- **IDEA:** ↓ \$7,605
- **Perkins Grant:** ↓ \$3,174
- **Title IIIA:** ↓ \$5,775
- **Title IVA:** ↓ \$3,086

These decreases compound our funding challenges and further limit our flexibility to maintain necessary staffing levels.

DESE Compliance Requirement

In our most recent review by the Department of Elementary and Secondary Education (DESE), the district was cited for insufficient English Language Learner (ELL) teaching staff. Due to budget constraints, we were unable to address this requirement in the current approved budget.

Use of Additional Funds

Should Town Meeting approve this supplemental request, the Plymouth Public Schools will:

- Hire additional ELL teachers to comply with DESE requirements
- Strategically restore critical staff positions that were eliminated in previous years
- Fully fund staff currently supported by reduced grant allocations
- Restore a portion of supply budgets to support classroom instruction

This additional funding will allow us to address both compliance obligations and restore vital educational supports that have been cut in recent years, ensuring we maintain high-quality educational services for all students.

We appreciate your consideration and continued support of Plymouth Public Schools.

Respectfully,

Christopher Campbell
Superintendent

Adam Blaisdell
School Business Administrator

ARTICLE 4:

ARTICLE 4: Capital Recommendations

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 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, and to authorize contracts or lease/purchase agreements for such purposes for terms of three or more years, as follows:

ITEM	DEPARTMENT	PROJECT DESCRIPTION
A1	Water Division	Purchase of a Hydro Excavator
A2	Energy and Environment	WITHDRAWN
A3	Energy and Environment	Coastal Resiliency Pilot Project
A4	Energy and Environment	Great Herring Pond Water Quality Project
A5	Airport	Runway 6/24 Reconstruction
A6	Airport	Gate 3 Taxi Lane Reconstruction Project
A7	Public Works	WITHDRAWN
A8	Public Works	Fire Department Overhead Doors
A9	Public Works	Visitor's Center Addition

or take any other action relative thereto.

SELECT BOARD

RECOMMENDATION: Items A1 to A6 Approval \$1,278,218 (Unanimously 12-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 4 A1-A6 Capital appropriations as listed in the table below:

With regard to item A1, the committee was persuaded to approve the purchase of the basis of analysis performed by the Water Department. The analysis shows:

- the planned high utilization of the Hydro Excavator in support of the mandated Lead Service Line Inventory & Replacement Project,
- the ability of this tool to lower the costs and lessen risks associated with the excavation required for this project and use in other utility excavation work,
- and the lower cost of ownership including operating and maintenance costs versus contracting out for the service at \$2,800 - \$3,000 per day.

ITEM	DEPARTMENT	PROJECT DESCRIPTION	APPROPRIATION
A1	Water Division	Purchase of a Hydro Excavator	\$ 713,603.00
A3	Energy and Environment	Coastal Resiliency Pilot Project	\$ 32,715.00
A4	Energy and Environment	Great Herring Pond Water Quality Project	\$ 11,000.00
A5	Airport	Runway 6/24 Reconstruction	\$ 460,000.00
A6	Airport	Gate 3 Taxi Lane Reconstruction Project	\$ 60,900.00
		Total for Article 4 A1 - A6 Items	\$ 1,278,218.00

RECOMMENDATION: Item A8 Approval \$144,440 (11-1-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 4 A8 Capital appropriations as listed in the table below:

While there was concern about the estimate of cost, the committee was reminded that the final cost will be determined through the procurement process of soliciting multiple bids.

ITEM	DEPARTMENT	PROJECT DESCRIPTION	APPROPRIATION
A8	Public Works	Fire Department Overhead Doors	\$ 144,440.00
		Total for Article 4 A8 Item	\$ 144,440.00

RECOMMENDATION: Item A9 Approval \$378,518 (Unanimously 12-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 4 A9 Capital appropriations for the amended appropriation of up to \$378,518, provided however, that the amount authorized shall be reduced by the amount of grant payments received, as listed in the table below. The committee felt strongly that the Visitor Center is an integral part of the tourism industry and waterfront community. The project has been delayed twice and resulting in higher project costs due to construction escalation. Providing accessibility to the restrooms and lobby and completing the expansion are long overdue.

ITEM	DEPARTMENT	PROJECT DESCRIPTION	APPROPRIATION
A9	Public Works	Visitor's Center Addition	\$ 378,518.00
		Total for Article 4 A9 Item	\$ 378,518.00



MEMO

TO: Derek Brindisi, Town Manager
FROM: Sandra Strassel, Procurement Officer
cc: Lynne Barrett, Finance Director
DATE: September 5, 2025
RE: Capital Improvements Committee Recommendation

The Town Of Plymouth Capital Improvements Committee met on Thursday, September 4, 2025, to review and rank Capital Improvement Requests for the 2025 Fall Annual Town Meeting. The projects and their rankings are listed below (they are ranked in the order as they relate to the Spring Fiscal 2026 CIC ranking):

Article # at ATM	Department	Dept Priority	Project Title	CIC Rank	Total Project Cost
4	422 - DPW Facility Maintenance	1	Fire Station #1, #3 & #6 Doors	48	\$144,440
4	422 - DPW Facility Maintenance	2	Visitor's Center Expansion	49	\$608,518
4 / 16	427 - Energy & Environment	2	Dark Orchard All Persons Trail – Combination GF and CPC Project	50	\$1,000,000
4	427 - Energy & Environment	5	Great Herring Pond Water Quality Project	51	\$61,655
4	427 - Energy & Environment	4	Coastal Resilience Pilot Project	52	\$327,150

The following Enterprise Fund and Community Preservation projects were also presented:

Article # at ATM	Department	Dept Priority	Project Title	Total Project Cost	Fund
17	427 - Energy & Environment	3	Gilmore Land Acquisition	\$729,291	CPC

4	450 - DPW Water	1	Hydro Excavator	\$713,603	Water Enterprise
4	482 - Airport	1	Runway 6/24 Reconstruction	\$9,200,000	Airport Enterprise, FAA & MassDOT
4	482 - Airport	2	Gate 3 Taxi Line Replacement	\$870,000	Airport Enterprise, FAA & MassDOT
21	492 - DPW Parks & Forestry	1	Training Green Upgrades	\$744,000	CPC

Although the projects were not ranked due to their respective funding sources, the Committee reviewed them and voted unanimously to recommend the projects for further consideration.

If you would like additional information, please let me know.

Thank you.

TOWN OF PLYMOUTH CAPITAL IMPROVEMENT PLAN REQUEST FORM
FY26 ANNUAL FALL TOWN MEETING REQUEST FORM

Department:	WATER DIVISION		1
Project Title and Description:	Hydro Excavator	Total Project Cost:	\$713,603.00

Department/Division Head: **Peter Gordon**

Cost estimate was developed: Internally Externally

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>			<i>FY23</i>		
<i>Labor and Materials</i>			<i>FY24</i>		
<i>Administration</i>			<i>FY25</i>		
<i>Land Acquisition</i>			<i>FY26</i>		
<i>Equipment</i>	\$648,730.00		<i>FY27</i>		
<i>Other</i>					
<i>Contingency</i>	\$64,873.00				
Total Capital	\$713,603.00				

Possible sources and amounts of funding, if known: _____

Project Justification and Objective: We are requesting funding for a Hydro Excavator, a vital tool that will improve safety, efficiency, and cost-effectiveness in our daily operations, especially in the repair of water mains, service lines, and the critical task of lead line identification.

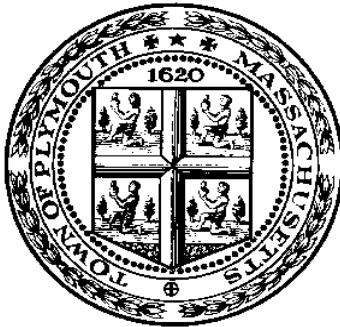
For Capital Project Requests:

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

For Capital Equipment Requests:

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

Attach additional information, estimates, or justification.



TOWN OF PLYMOUTH

**Department of Public Works
Water Division
169 Camelot Drive
Plymouth, Massachusetts 02360**

Priority 1: The Need for a Hydro Excavator for the Water Department

We are requesting funding for a Hydro Excavator, a vital tool that will improve safety, efficiency, and cost-effectiveness in our daily operations, especially in the repair of water mains, service lines, and the critical task of lead line identification.

- Enhanced Safety

The Hydro Excavator uses high-pressure water and a vacuum system to safely excavate around underground utilities, minimizing the risk of damaging vital infrastructure like gas, water, sewer and electrical lines. Unlike traditional excavation methods, which involve heavy machinery and manual labor, Hydro Excavation offers a safer alternative by allowing for precise, controlled digging. This reduces the risk of utility strikes, worker injuries, and disruptions to surrounding areas, ensuring a safer environment for both workers and the public.

- Increased Efficiency and Time Savings

Hydro Excavation is significantly faster than traditional digging methods. It allows us to access and expose water mains, service lines, and other utilities with minimal disruption, which is especially important when responding to emergencies like water main breaks or performing routine maintenance. The ability to quickly expose pipes and begin repairs saves valuable time and allows for more work to be completed each day. For the Water Department, this means faster response times and less downtime, improving overall service delivery.

- Cost Savings

Faster excavation translates to reduced labor and machinery costs. Traditional excavation methods require more time, additional resources, and often lead to more damage to surrounding infrastructure, which in turn results in higher repair costs. Hydro Excavation minimizes these risks by enabling targeted, non-invasive digging. This leads to fewer repairs to disrupted surfaces, such as roads and sidewalks, ultimately saving the department money and reducing project timelines.

- Precision for Water Main, Service Line Repairs, and Lead Line Identification

Hydro Excavation is also an essential tool for our lead line identification efforts. It allows us to "pothole" with precision, safely exposing water service lines to determine whether they are made of lead. This is especially important as we work to replace aging infrastructure and eliminate lead

pipes. The precision and control of Hydro Excavation make it the ideal tool for this task, allowing us to quickly and accurately identify lead lines without unnecessary digging or disruption.

- Conclusion

The Hydro Excavator will greatly benefit the Water Department by improving safety, increasing efficiency, and reducing costs when repairing water mains, service lines, and identifying lead pipes. Its precision and speed are invaluable in both routine maintenance and critical projects like lead line identification. We strongly recommend funding for this equipment to enhance our operations and ensure faster, safer, and more cost-effective service for the community.



Presents a Proposal Summary

of the



HXX

Single Engine Hydro Excavation Machine with Positive Displacement Vacuum System Mounted on a
Heavy-Duty Truck Chassis

For the
Town of Plymouth

June 17, 2025

PRODUCT DESCRIPTION

- Hydro-Excavator - Roots 824-18" Hg. Blower, 12 Yard Debris

STANDARD FEATURES

- DigRight Technology
- Cylindrical Designed Debris Body, 1/4" Ex-Ten Steel
- Flat Style, 3/4 Rear Door w/ Replaceable Neoprene Seal
- Hydraulic Rear Door Locking System
- Hydraulic Rear Door Open/Close System
- 8" Inspection Port w/ Ladder Access
- Rear Door Support for Operator Safety
- Double Acting Dump Hoist Cylinder
- Dual Air Ports w/ Dual 10" Stainless Steel Float Balls
- 1200 Gallon Insulated Polypropylene Water Tank
- Water Tank Separate from Debris Tank
- Water Tank Fill w/ 25' Water Hose and Connectors
- Water Level Sight Gauge, Mark-V Electronic Low Water Warning System
- 5 Year Warranty Against Leaks
- Hydraulic Operated Tri-Plex Piston Water Pump
- Water Pump On/Off Located on Wireless Control and Control Box
- Variable Pressure and Flow Achieved by Electronic-Over-Hydraulic Controls @ Operators Station
- ISO 46 Hydraulic Oil
- Handgun Hose 3/8" x 75' w/ Operating Pressure of 3500 PSI
- Ultra Quiet Inlet and Outlet Silencers Acoustically Matched to Blower
- Direct Drive Omsi Transfer Case w/ Air Shift
- Single Cyclonic Separator w/ 14" Clean Out Door
- Microstrainer Final Filter w/ 3" Camloc Drain
- 8" Vacuum Relief Located in the Inlet of Debris Tank.
- Wireless Remote Control for boom w/Water Pump Control, Throttle, Vacuum Relief and E-Stop. - Hand-held
- Control Panel Located Inside an Aluminum Box for Protection
- 8" I.D Wire Reinforced Rubber Suction hose
- Electric-Over-Hydraulic Boom
- Hydraulically Powered Up/Down/Left/Right/Extend/Retract Boom
- Boom Control Located at Control Panel and Hand Held Wireless Control
- All Boom Inlet Hose and Tubing will be 8" Inside Diameter
- 8" Vacuum Pipe Package with 8" Dig Tube
- Water System Digging Wand Package
- Alum. Hyd. Oil Tank w/ Sight Gauge
- Entire Electrical System Moisture and Vapor Sealed
- Tow Hooks Front and Rear
- Mud Flaps
- Electronic Back-Up Alarm
- Fenders
- Manual hand pump for boom hydraulic override
- Grounding cable to tie debris body, sub frame, and chassis
- Wireless Wrist Strap Emergency Stop w/ Dig Lance Tether
- Toolbox, Driver Side Chassis Frame, 48w x 20h x 30d.
- Factory Training and Start-Up
- Camera System, Rear Only
- 6" Rear Door Knife Valve w/ Camloc, 6:00 position
- Hydraulic Tank Shutoff Valves
- Rear Door Splash Shield
- Remote Corded Pendant

- (2) single jet digging nozzles w/carbide inserts and (1) 3 jet digging nozzles with stainless steel inserts and flow straightener to be supplied
- LED Lights, Clearance, Stop, Tail, Turn, Backup
- (1) 50" x 30" x 30" Aluminum Toolbox Located Behind Cab for Water Pump and/or Hose Reel.
- Toolbox, Passenger Side Subframe in lieu of Tool Tray, 104w x 24h x 22d

ADDITIONAL FEATURES

- Water System Rating is 20 GPM @ 3000 PSI
- Wireless Remote Control for Body Functions - Hand-held
- 7' Telescopic Boom,320 Deg. Rotation with Removable Turret Box
- 8" Dig Tube Handle Assembly
- Cyclone Drain Valve
- Folding Pipe Rack, Curbside
- Folding Pipe Rack, Streetside
- Lube Manifold
- Plastic Lube Chart
- Debris Body Vibrator, Electric
- Air Purge
- Water Heater, 400,000 BTU's
- Cold Weather Package
- Glycol Heated and Foil-Backed Closed Cell Insulated Over Fender Toolbox
- Glycol Heated and Foil-Backed Closed Cell Insulated Right-Hand Rear Toolbox
- Cold Weather Recirculator
- 300 CFM Air Compressor
- 250 PSI and 110 PSI Dual Setting for Digging and Pneumatic Tools
- 1" x 50' Air Hose on Manual Extend/Spring Retract Reel
- Airspade 4000 Digging Lance w/ Application Specific Digging Nozzle
- Rear Mounted, LED Beacon Light
- Front Mounted, LED Beacon Light
- Worklights (2), Boom
- Work Zone Lighting, (8) LED Lights
- Toolbox, Driver Side Chassis Frame, 58w x 48h x 30d, in lieu of STD. Frame Mount Pipe Storage
- Toolbox, Passenger Side Behind Tandem, 18w x 48h x 24d
- Toolbox, Driver Side Behind Tandem, 18w x 48h x 24d
- Toolbox, Driver Side Subframe in lieu of Tool Tray, 104w x 24h x 22d
- Module Paint, Dupont Imron Elite - Sanded Primer Base
- Second Operator Station
- Trash Pump – Rear Door
- (1) 8" x 3' Aluminum Vacuum Tube
- (1) 8" x 5' Aluminum Vacuum Tube
- (1) 8" x 7'-6" Aluminum Vacuum Tube
- (5) 8" Quick Clamp Assembly
- (2) 6" Quick Clamp Assembly
- (1) 8" Adjustable Air Adapter
- (1) 8" to 6" Flanged Reducer
- (1) 8" x 6" Flanged Transition
- TruVac Manual, Partial Manual and USB Version - 1

Chassis: 2024 Western Star 47X SBA, Tandem Axle, 370 HP, Auto, 66,000 GVWR

Module Paint Match Cab - No

Module Paint Color - Grey

Module Paint Color Code - 840976EX

Cab Color - White

Cab Color Code - L0006EY WHITE ELITE EY

Door Stripe Color - None

Chassis Year - 2024

Chassis Make - WESTERN STAR

Chassis Model - 47X 6X4 SBA

Chassis Axle - Tandem

Budget Price: \$648,730.00

Thank you for considering C.N. Wood Enviro, LLC for your equipment needs.

LIMITED WARRANTY

Limited Warranty. Each TRUVAC machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

HXX and HXX2, Prodigy and Paradigm	10 years against stainless steel water tank leakage due to corrosion. 3 years against aluminum water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 years against any factory defect in material or workmanship.
HXX and HXX2, Prodigy and Paradigm	5 years against leakage of debris body, centrifugal compressor or fan housing due to rust-through

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364

MEMO

To: Derek Brindisi, Town Manager
Lynne Barrett, Finance Director

From: Sarah McCormack, Natural Resources and Sustainability Specialist, Department of Energy and Environment

Re: Capital Request – Coastal Resilience Pilot Project

Date: July 29, 2025

Through his Coastal Resilience Pilot Project, the Town will partner with InnSure, a non-profit insurance innovation hub based out of Boston, MA, to design, develop, and implement an AI-driven Total Cost of Risk Simulator. This pilot is specifically focused on 500 residential and commercial properties located from Boundary Lane to the mouth of Eel River. This area has been selected based on the density of development throughout the corridor and the risk of sea level rise/storm surge, extreme precipitation, and stormwater/riverine flooding.

This pilot project will demonstrate the simulator's capabilities in supporting economic development and coastal resilience planning by 1) incorporating insurability metrics into municipal planning and decision-making processes; and 2) assisting in the creation and implementation of a pilot program that provides home and small business focused resilience audits, with the goal of educating residents and businesses about flood risks and potential solutions to enhance both physical and financial resilience.

This publicly available and user-friendly tool will estimate flood risk, economic impacts, and coverage gaps in specific locations. This model will be scalable and able to be implemented in other Plymouth neighborhoods and municipalities. Currently, 1,561 buildings, or 9% of all buildings in Plymouth, are vulnerable to a 100-year flooding event. Moreover, 81% of municipal owned critical facilities are located within a flood zone. Furthermore, data indicates a 24% increase in heavy rainfall events and 2.4 inches of sea level rise by 2050. These coastal hazards will cause failure of infrastructure, negative impacts to utilities, and substantial disruptions to critical emergency services and economic activity. Unfortunately, the insurance industry has largely struggled to adapt – as climate-related risks have increased, so, too, have coverage premiums. Through this project, the Town aims to identify innovative, reliable, and affordable insurance options for residents.

The Town applied for a two-year award from the Coastal Zone Management (CZM) Coastal Resilience Grant Program in the amount of \$327,150. If awarded, the Town will be reimbursed \$294,435. We are respectfully requesting the use of \$32,715 (10% of project cost) from the Environmental Affairs Revolving Fund for match funds for this grant.

**TOWN OF PLYMOUTH CAPITAL IMPROVEMENT PLAN REQUEST
FY26 FALL TOWN MEETING**

Department: Energy and Environment	Priority #: 4
Project Title and Description: Coastal Resilience Pilot Project	Total Project Cost: 327,150

Department/Division Head: David Gould

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

For project re-submittals, list prior year(s):

List any funding sources and amounts already granted: An application to Massachusetts Coastal Zone Management is pending.

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	Operations & Maintenance
<i>Planning and Design</i>	294,435	State grant amount requested	<i>FY27</i>		
<i>Labor and Materials</i>			<i>FY28</i>		
<i>Administration</i>			<i>FY29</i>		
<i>Land Acquisition</i>			<i>FY30</i>		
<i>Equipment</i>			<i>FY31</i>		
<i>Other</i>					
<i>Contingency</i>					
Total Capital	32,715	10% Town Match to Grant			

Project Justification and Objective: The Town will partner with InnSure, a non-profit insurance innovation hub based out of Boston, MA, to design, develop, and implement an AI-driven Total Cost of Risk Simulator.

This pilot is specifically focused on 500 residential and commercial properties located from Boundary Lane to the mouth of Eel River. This area has been selected based on the density of development throughout the corridor and the risk of sea level rise/storm surge, extreme precipitation, and stormwater flooding.

For Capital Project Requests:

Will this project be phased over more than one fiscal year? If yes, enter it on the 5 Year Plan
Can this project be phased over more than one fiscal year?

Yes No
Yes No

For Capital Equipment Requests:

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

--

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

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

Request : \$32,715

- Total Project Cost - \$327,150
- CZM Coastal Resilience Program - \$294,435 (*pending*)
- FAM Capital Request - \$32,715 (10%)



Proposal: AI-Driven Flood Total Cost of Risk Economic Simulator for Community Resilience, Home-hardening & Business Resilience.

Town of Plymouth Pilot Project

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1. PROJECT OVERVIEW

The Contractor will design, develop, and implement an AI-driven Total Cost of Risk Simulator for the Town of Plymouth to support urban planning and climate resilience activities. This pilot project will focus on a selected community of approximately 500 residential and business properties to demonstrate the simulator's capabilities in supporting economic development and coastal resilience planning by

- Incorporating insurability metrics into municipal planning and decision-making processes.
- Assisting in the creation and implementation of a pilot program that provides home and small business focused resilience audits, with the goal of educating residents and businesses about flood risks and potential solutions to enhance both physical and financial resilience.

The simulator will leverage large language model (LLM) technology to create a user-friendly interface that integrates FEMA Hazus flood data, OSM building exposure datasets, and property databases to model flood risk scenarios and estimate economic impacts at the property and community levels.

2. PROJECT OBJECTIVES

1. Develop an AI-driven modeling tool that estimates flood risk and economic impact
 - a. for specific locations in support of a proposed home and business resilience audit pilot initiative
 - b. at a community level in support of town wide economic development planning.
2. Co-create the system with Town of Plymouth stakeholders to ensure practical utility for municipal planning processes.
3. Show how the system can be used to prioritize municipal investments in flood mitigation, including promoting and/or subsidizing home and business-level actions that could be implemented by stakeholders participating in home and business level resilience audits.
4. Catalyze and support innovation in insurance markets that promotes more affordable and accessible private flood insurance through improved risk modeling, quantification of resilience investment value and disruptive procurement practices that leverages the



collective purchasing power of the city and other municipal stakeholders. (*Take back control of insurance markets*)

5. Establish a prototype that can be expanded to other neighborhoods and potentially other municipalities.
6. Develop a scalable prototype that can be implemented in other neighborhoods and potentially other municipalities.
7. Utilize the Contractor's network of partners and related projects to share insights on best practices, innovations, and procurement strategies.

3. SCOPE OF WORK

3.1 Audit Program Development

- Home Resilience Audits
 - Share best practices on home audit designs from other projects (e.g. Salem).
 - Support application and ongoing development of audit practices for Plymouth stakeholders
- Business Resilience
 - Support development of business resilience audit for medium and small business located in the city center

Cost: \$44,550 (198 hrs. @ \$225/hr. blended rate)

3.2 System Architecture Development

- Design and develop the three core components of the system:
 - **Agent Interface:** User-facing component allowing structured and natural language queries
 - **Prompt Execution Engine:** LLM core for processing queries and executing risk assessments
 - **Prompt Library:** Collection of structured prompts for data retrieval, analysis, and report generation

Cost: \$65,250 (290 hrs. @ \$225/hr. blended rate)

3.3 Data Integration

- Identify, collect, and integrate relevant datasets and risk models such as:
 - FEMA flood hazard data and Hazus depth-damage functions
 - Massachusetts Coast Flood Risk Model
 - OpenStreetMap building exposure data
 - Municipal property assessment data



- Insurance market data for the pilot community
- Socioeconomic data for the pilot community
- Digital Elevation Models (DEM) and storm surge projections
- Historical flood claim data (as available)
- Coastal Measures Ocean Data
- Interruption vulnerability of business income models (as available)

Cost: \$57600 (256 hrs. @ \$225/hr. blended rate)

3.4 LLM Based Climate Risk Model Development

- Identify/develop risk assessment models that calculate:
 - Property-level flood exposure based on building characteristics and location
 - Expected damage using FEMA depth-damage curves
 - Economic loss projections including repair costs and property value impacts
 - Community-wide aggregated risk profiles
 - Loss cost reduction of investment in home resilience and/or insurance market interventions.
 - Cascading Impacts of Breach of Plymouth Beach (subject to scope limitations)

Cost: \$50175 (223 hrs. @ \$225/hr. blended rate)

3.5 Pilot Implementation Including LLM Prompt Updates/Releases

- Select a pilot community of approximately 500 residents and businesses within Plymouth City Center
- Tailor the system to address specific resilience challenges in the selected area
- Configure the system with community-specific data and risk parameters
- Conduct training sessions with Town of Plymouth staff on system use and interpretation of results
- Pilot promotion campaign and launch

Cost: \$64575 (287 hrs. @ \$225/hr. blended rate) (\$6075 FY26 + \$58,500 FY27)

3.6 Co-Creation Process

- Conduct workshops with Plymouth city planners, emergency management, economic development, and resilience teams
- Establish feedback mechanisms to iteratively improve the system design



- Incorporate stakeholder input into the agent interface design and prompt library development
- Document user requirements and how they are addressed in the system architecture

Cost: \$21600 (96 hrs. @ \$225/hr. blended rate)

3.7 Documentation, Knowledge Transfer & Community Engagement

- Develop comprehensive system documentation
- Create user guides and training materials
- Document data sources, model assumptions, and limitations
- Community engagement including select board, planning board, advisory & finance, Chamber of Commerce + 2 community workshops.
- Provide recommendations for system expansion beyond the pilot phase

Cost: \$23,400 (104 hrs. @ \$225/hr. blended rate)

Total Cost: \$327,150

4. DELIVERABLES

The following deliverables represent the minimum viable project (MVP) outcomes. As an innovation project, these deliverables may evolve through the co-creation process, with the focus on achieving functional capability rather than comprehensive implementation across all possible use cases.

1. **Program & System Architecture Document:** Detailed technical specification of system components with details on how system supports Plymouth specific resilience audit pilot.
2. **Agent Interface:** Web-based user interface for interacting with the simulator
3. **Prompt Library:** Complete set of structured prompts for the LLM system
4. **Data Integration Report:** Documentation of all data sources and integration methods
5. **Risk Assessment Models:** Implemented models with documentation of methodologies (Need language here that describes to what extent 3p commercial models if needed or desired are included in the price or not)
6. **Pilot Implementation Report:** Results and findings from the pilot community implementation
7. **User Training Materials:** Guides and resources for City staff including 6 community engagement events throughout project



8. **Final Project Report:** Comprehensive documentation of the project, including
 - a. Lessons learned
 - b. Recommendations for system expansion/next steps
 - c. Recommendations for insurance market intervention strategies potentially coordinated with other contractor supported pilot communities (See section 9)

5. PROJECT TIMELINE

The project will be completed within 14 months of contract execution, according to the following timeline:

Phase	Timeframe	Key Activities
Audit Program Design & Development	Months 1-12	Integration of tech and non-tech elements of resilience audit program (e.g. inspections, 3p referrals, etc.)
Community Engagement	Months 1-14	Community Engagement throughout project. 6 Events <ul style="list-style-type: none">o Select Board results presentation (15 minutes)o Planning Board results presentation (15 minutes)o Advisory and Finance results presentation (15 minutes)o Chamber of Commerce results presentation (15 minutes)o Community Workshop prior to the project (1 hour)o Community Workshop results presentation (1hour)
System Architecture Design & Development	Months 2-6	Architecture development, data source identification, co-creation workshops
Data Integration	Months 2-6	Data collection, processing, and integration
Model Development	Months 4-8	Risk assessment model development and testing. Include LLM orchestration model development.
Pilot Implementation	Months 6-10	Agent interface development, prompt library creation, system integration into LLM



Pilot Deployment	Months 9-14	Deployment in pilot community, user training, feedback collection. Promote pilot and need for parallel new insurance innovation to capture the value of investments at insurance industry events to catalyze an industry R&D response.
Evaluation & Reporting	Months 12-14	System refinement, documentation finalization, final reporting

6. RESPONSIBILITIES

6.1 Contractor Responsibilities

- Design and develop all technical components of the system
- Lead the co-creation process with town stakeholders
- Identify and integrate necessary data sources
- Develop risk assessment models and implement them in the system
- Provide training and documentation
- Deliver working prototype system for the pilot community

6.2 Town of Plymouth Responsibilities

- Designate a project manager to serve as primary point of contact
- Facilitate access to relevant town data sources and systems
- Identify and engage key stakeholders for the co-creation process
- Select appropriate pilot community
- Participate in design workshops and provide timely feedback
- Support system testing and evaluation
- Provide venue and coordinate staff participation in training sessions

7. ACCEPTANCE CRITERIA

This project is recognized as an innovation initiative with inherent risks associated with emerging technology development. The following acceptance criteria acknowledge these risks while establishing clear benchmarks for success:



1. System successfully processes user queries related to flood risk and economic impact, contingent upon data availability
2. Risk assessments incorporate FEMA Hazus methodologies and depth-damage functions to the extent that such data can be accessed and modeled effectively
3. Agent interface is accessible and usable by Town of Plymouth staff
4. System demonstrates ability to model multiple flood scenarios (10-year, 50-year, 100-year events), with the understanding that model accuracy depends on quality of available data
5. Economic impact calculations provide actionable insights for planning purposes.
6. All deliverables are completed and approved by the Town of Plymouth project manager.
7. System performance meets agreed-upon specifications

Innovation Risk Factors:

- Data availability or quality limitations may impact certain model capabilities
- Novel AI applications may require iterative refinement beyond initial deployment
- Integration of disparate data sources may present unforeseen technical challenges
- Model accuracy will be dependent on quality of input data and evolving LLM capabilities
- User adoption may require adjustment periods as staff become familiar with AI-driven interfaces

Both parties acknowledge these innovation risks and agree to address them collaboratively throughout the project lifecycle.

8. PROJECT MANAGEMENT

- Bi-weekly status meetings will be conducted throughout the project
- Bi-monthly written progress reports will be submitted
- Change management procedures will be established at project kickoff
- Risks and issues will be tracked and reported in status meetings

9. INSURANCE INNOVATION PRIZE (Optional)

This program element encourages innovation in the private flood insurance market through targeted innovation prize challenges. These challenges will provide financial, technical, and procurement support to innovators that meet selection criteria, which could include closing insurance coverage gaps or supporting underserved communities. Awards could include:

- Financial awards that support R&D
- Procurement access (municipal, embedded in home resilience audits programs, promotion to business community to embed in benefits, etc.)



- Data access
- A suite of acceleration services to support early-stage innovators

9.1 Innovation Prize Design Challenge Management

Contractor would:

- Develop a comprehensive challenge statement focused on flood insurance innovation for underserved markets with an emphasis on capturing the value of investments made into proposed home resilience audit.
- Establish clear eligibility requirements and detailed selection criteria for awards leveraging Total Cost of Risk framework during evaluation process.
- Design multi-stage evaluation process including technical, market, and impact assessments.
- Create and execute program promotion strategy targeting insurtech startups, MGAs, and insurance innovators.
- Manage application submission process, including technical support for applicants.
- Coordinate judging panel activities, including recruitment of subject matter experts.
- Facilitate judging events and deliberations to ensure fair and transparent selection.
- Document and communicate selection decisions and feedback to all participants.

9.2 Accelerator Program and Award Management

Contractor would:

- Implement milestone-based award structure tied to specific development and implementation targets.
- Conduct capabilities needs assessment for each award winner to identify growth opportunities.
- Deliver 6-12 months of structured support services customized to each winner's needs.
- Provide regular progress oversight and performance monitoring against defined milestones.
- Offer specialized training programs on topics such as insurance regulatory compliance, risk modeling, and pricing.
- Provide consulting services on topics such as product design, go-to-market strategy, and capital requirements.
- Facilitate awardee introduction to relevant solution providers, data sources, and technical resources to support awardee success.
- Coordinate engagements between award winners and municipal stakeholders to ensure alignment with resilience goals.



10. TERMS AND CONDITIONS

10.1 Project Costs

The Client agrees to pay the Contractor a fixed fee of \$327,150 (the "Fee") for the complete performance of the Services as defined in section 3. This Fee represents the total compensation for all work, materials, and deliverables required under this Agreement, subject only to properly approved Change Orders agreed to in writing by all parties.

10.2 Payment Schedule

Payment will be made according to the following schedule:

- 30% upon contract execution
- 20% upon completion of system design phase
- 30% upon completion of system implementation phase
- 20% upon project completion and final acceptance

10.3 Intellectual Property

The Contractor will retain ownership of all intellectual property, including software, methodologies, models, and algorithms developed under this contract. The Town of Plymouth will receive a perpetual, non-exclusive license to use the deliverables for municipal insurability planning purposes. The Town retains ownership of all Town-specific data provided during the project.

10.4 Confidentiality

The Contractor agrees to maintain the confidentiality of all Town data and information accessed during the project.

10.5 Termination

Either party may terminate this agreement with 30 days written notice. Payment for work completed and accepted prior to termination will be made according to the payment schedule.

**TOWN OF PLYMOUTH CAPITAL IMPROVEMENT PLAN REQUEST
FY26 FALL TOWN MEETING**

Department: Energy and Environment	Priority #:	5
Project Title and Description: Great Herring Pond Water Quality Project	Total Project Cost:	\$61,655

Department/Division Head:

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

For project re-submittals, list prior year(s):

List any funding sources and amounts already granted:

N/A. Application pending with Massachusetts Coastal Zone Management in the amount of \$50,655 with \$11,000 in town match to the state funding for a total project cost of \$61,655.

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	Operations & Maintenance
<i>Planning and Design</i>			<i>FY27</i>		
<i>Labor and Materials</i>	50,655	State grant request	<i>FY28</i>		
<i>Administration</i>			<i>FY29</i>		
<i>Land Acquisition</i>			<i>FY30</i>		
<i>Equipment</i>			<i>FY31</i>		
<i>Other</i>					
<i>Contingency</i>					
Total Capital	\$11,000	Match to State Grant			

Project Justification and Objective:

The project aims to reduce stormwater impacts to Great Herring Pond to improve water quality.

For Capital Project Requests:

Will this project be phased over more than one fiscal year? If yes, enter it on the 5 Year Plan
Can this project be phased over more than one fiscal year?

Yes No
Yes No

For Capital Equipment Requests:

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

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

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

MEMO

To: Derek Brindisi, Town Manager
Lynne Barrett, Finance Director

From: Sarah McCormack, Natural Resources and Sustainability Specialist, Department of Energy and Environment

Re: Capital Request – Great Herring Pond Water Quality Improvement Project – Innovative Stormwater Filtration Pilot

Date: July 29, 2025

Great Herring Pond (GHP) is impaired by nutrient pollution, organic matter accumulation, and episodic blooms of cyanobacteria. These impairments can be exacerbated by untreated stormwater discharges, which can deliver high loads of organic debris, nutrients, and emerging contaminants (PFAs) into the pond. The excess organic input contributes to eutrophication, promoting harmful algal blooms (HABs) that threaten critical diadromous fish habitat, recreational use, and public health. Despite prior watershed planning efforts, there remains a gap in cost-effective, scalable infrastructure to mitigate these nonpoint source inputs. This pilot project proposes deployment of modular, full-capture filtration systems at key catch basins to address the root causes of cyanobacterial proliferation and broader pollutant loading, directly advancing recommendations from the GHP Management Plan and diagnostic assessment.

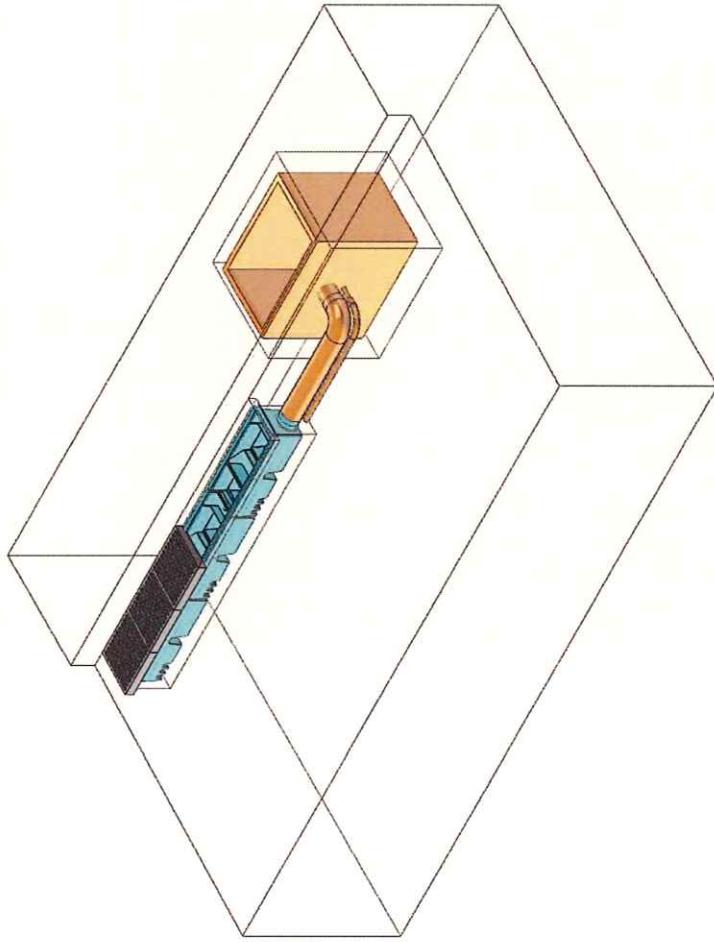
Within this project, Plymouth will partner with Kai Pono Solutions, a clean tech startup out of San Diego, CA, to pilot an innovative stormwater filtration device. This pilot aims to remove $\geq 50\%$ of phosphorous, $\geq 80\%$ of total suspended solids (TSS) and $\geq 20\%$ of nitrogen consistently over the course of a year. DEE staff will collaborate with TMDL Solutions and the Coastal Systems Program at the School of Marine Science and Technology at the University of Massachusetts – Dartmouth to conduct baseline and post-installation monitoring. Through this robust monitoring program, the Town and Kai Pono staff will be able to quantify the efficacy of the device and evaluate installation at other high-priority Plymouth catch basins.

The Town applied for \$61,655 in funding through the Coastal Zone Management (CZM) Coastal Habitat and Water Quality Grant Program. If awarded, the Town will be reimbursed \$50,655 through this grant. We are respectfully requesting the use of \$11,000 (18% of project cost) from the Environmental Affairs Revolving Fund for match funding.

STORMWATER FILTRATION DEVICE

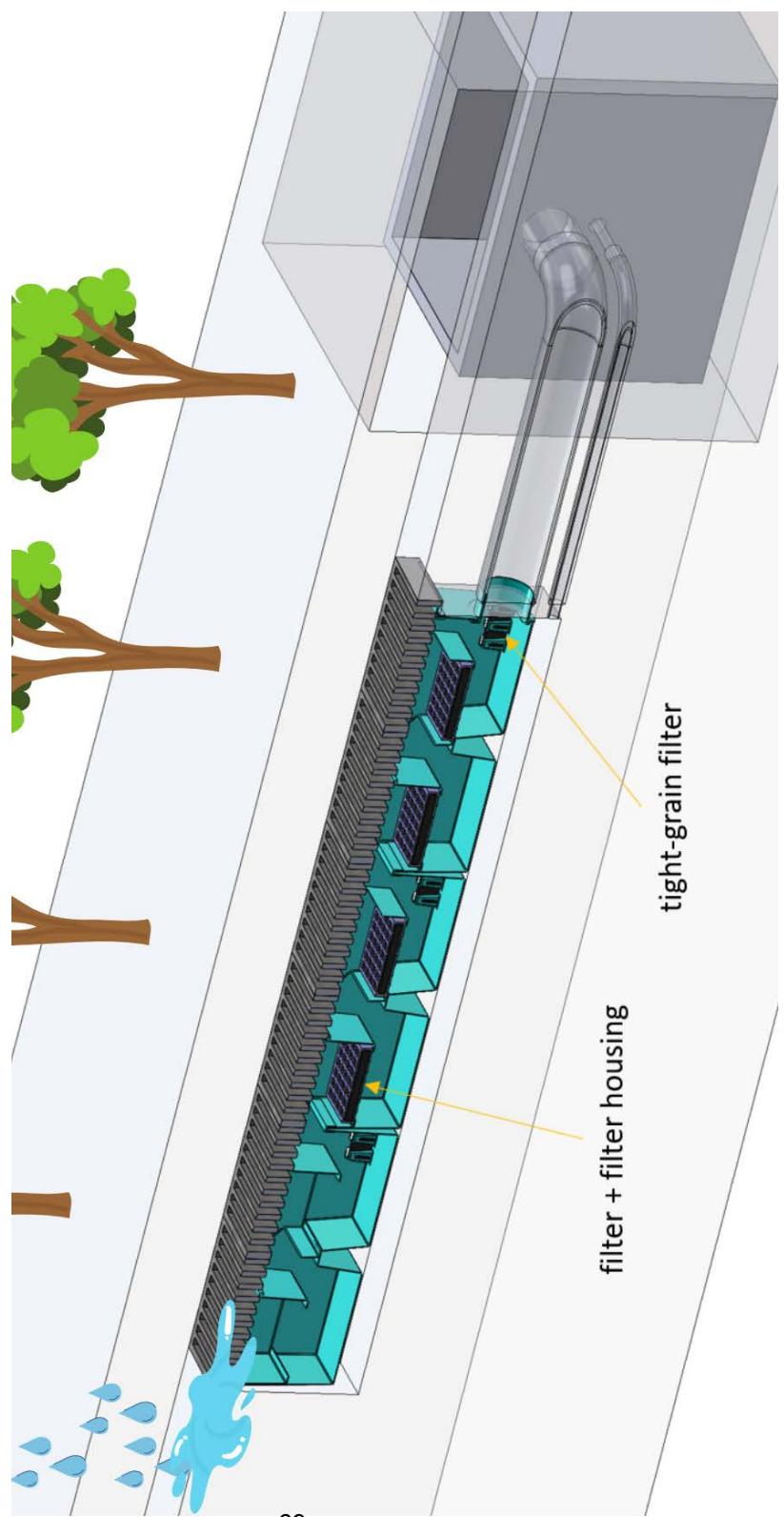
STORMWATER FILTRATION DEVICE

- Low footprint, flood proof, gravity fed and custom to site specific contaminants.
- Fits directly in the curb and gutter line at the street level
- Filters water in a patent pending sequence before reaching the nearest storm drain inlet
- Does not require a power source



ADAPTABLE

- Perfect solution for new or existing construction.
- Can be implemented at the infrastructure phase and left in place during all phases of construction.
- Permanent solution when install is completed.
- Never blocks the existing storm drain and a car can be parked over the entire system.



- Benefits:

- Green infrastructure – modular, full-capture filtration systems at key catch basins to address the root causes of cyanobacterial proliferation and broader pollutant loading
- Improved water quality – preserving ecological and human health within Great Herring Pond
- Decreased maintenance costs – easily removable grates with chambers that can be accessed
- Quantifiable results – collaborating with TMDL Solutions and UMass Dartmouth to conduct baseline and post-installation monitoring

Request : \$11,000

- Total Project Cost - \$61,655
- CZM Coastal Habitat and Water Quality Grant - \$50,655 (*pending*)
- FATH Capital Request - \$11,000 (18%)



Centerville, MA 02632
Tel: 508-737-5991

Scope of Work

Technical Support of the Town of Plymouth Stormwater Technology Assessment

June 5, 2025

Overview

The Town of Plymouth is planning to evaluate a stormwater treatment technology and has asked TMDL Solutions to assist with the assessment. The technology will be installed at the stormwater outlet at the end of Eagle Hill Drive. Stormwater at this outlet was previously measured in 2015, as part of the Great Herring Pond/Little Herring Pond Management Plan¹, and in 2019 to assess the impact of changes in the road.² The Town has requested baseline and post-installation monitoring. TMDL Solutions staff will complete the monitoring and review monitoring results in a summary technical memorandum in the following tasks:

Task 1: Baseline/Pre-Installation and Post-Installation Stormwater Monitoring

TMDL Solutions staff will collect stormwater runoff flow measurements and samples from the outfall pipe at the end of Eagle Hill Drive during three storms prior to the installation of the treatment technology and during three storms after the installation of the treatment technology. Runoff samples will be collected using standard techniques, including “first flush” samples and samples during the course of the storm (3-5 samples/measurements per storm). Runoff samples, including sufficient QA samples, will be assayed at the Coastal Systems Program at the School of Marine Science and Technology (CSP/SMAST), University of Massachusetts Dartmouth for a variety of constituents, including, at a minimum: total phosphorus, ortho-phosphorus, total nitrogen, and total suspended solids (TSS).

TASK 1 Cost: \$8,700

Task 2: Reporting

TMDL Solutions staff will prepare a brief Technical Memorandum summarizing the monitoring results. A draft Technical Memorandum will be submitted to Town staff by April 2026. A Final Technical Memorandum will be submitted two weeks after receipt of comments on the draft Technical Memorandum. No presentation is included.

TASK 2 Cost: \$2,700

TOTAL PROJECT COST (Tasks 1-2): \$11,400

¹ Eichner, E., B. Howes, and D. Schlezinger. 2022. Great Herring and Little Herring Ponds Management Plan and Diagnostic Assessment. Town of Plymouth, Massachusetts. TMDL Solutions LLC and Coastal Systems Program, School for Marine Science and Technology, University of Massachusetts Dartmouth. Centerville, MA and New Bedford, MA. 136 pp.

² TMDL Solutions Technical Memorandum. February 4, 2020. Eagle Hill 2019 Stormwater Monitoring Results. From: E. Eichner. To: K. Tower, Town of Plymouth. 9 pp.

**TOWN OF PLYMOUTH CAPITAL IMPROVEMENT PLAN REQUEST
FY26 FALL ANNUAL TOWN MEETING**

Department: Airport	Priority #:	1
Project Title and Description: Runway 6/24 Reconstruction	Total Project Cost:	9,200,000

Department/Division Head: Matthew Cardillo, Airport Manager

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

For project re-submittals, list prior year(s): _____

List any funding sources and amounts already granted: This project will be 90% funded by the Federal Aviation Administration (FAA) (\$8,280,000), 5% funded by MassDOT Aeronautics (\$460,000), and 5% funded by Airport Enterprise free cash (\$460,000).

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	Operations & Maintenance
<i>Planning and Design</i>	990,000		<i>FY27</i>		
<i>Labor and Materials</i>	8,210,000		<i>FY28</i>		
<i>Administration</i>			<i>FY29</i>		
<i>Land Acquisition</i>			<i>FY30</i>		
<i>Equipment</i>			<i>FY31</i>		
<i>Other</i>					
<i>Contingency</i>					
Total Capital	9,200,000	Airport's share is 5% or \$460,000			

Project Justification and Objective: The runway was last reconstructed in 1998 which makes this current runway almost 28 yrs old.

The current pavement condition index (PCI) for the runway is 53 out of 100. There are portions of the runway that have cracks ranging from 2 inches wide up to 4 inches wide (see the images below).

For Capital Project Requests:

Will this project be phased over more than one fiscal year? If yes, enter it on the 5 Year Plan
Can this project be phased over more than one fiscal year?

Yes No
Yes No

For Capital Equipment Requests:

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

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

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

MEMO



To: **Plymouth Selectboard**

From: **Matthew Cardillo, Airport Manager**

RE: Runway 6/24 Reconstruction

Date: **August 14, 2025**

Dear Selectboard Members,

The Plymouth Airport Commission is requesting the support of the Selectboard with their Runway 6/24 Reconstruction Project.

Project

This project would consist of removing the current asphalt and replacing it with new asphalt. The total length and width of the new asphalt would be 4350ft by 75ft. The runway was last reconstructed in 1998 which makes this current runway almost 28 yrs old. The current pavement condition index (PCI) for the runway is 53 out of 100. There are portions of the runway that have cracks ranging from 2 inches wide up to 4 inches wide (see the images below). MassDOT Aeronautics does have a crack sealing program that we take advantage of every 2-3 years but some of these imperfections are going to be too large to fill with crack seal soon. The project does not lengthen the runway. It is purely a reconstruction of the existing runway where no additional feet of pavement will be added.

Funding:

Like most of the airport's projects this project will be 90% funded by the Federal Aviation Administration (FAA), 5% funded by MassDOT Aeronautics, and 5% funded by Airport Enterprise free cash. The breakdown of that funding is below:

FAA:	\$8,280,000
MassDOT:	\$460,000
<u>Airport:</u>	<u>\$460,000</u>
Total	\$9,200,000

Thank you,

Matthew Cardillo
Airport Manager



An example of one of the 3-inch cracks that has been attempted to be crack filled



An example of a 4-inch crack that has also been crack sealed but is too large to correct the issue.

**TOWN OF PLYMOUTH CAPITAL IMPROVEMENT PLAN REQUEST
FY26 FALL ANNUAL TOWN MEETING**

Department: Airport	Priority #:	2
Project Title and Description: Gate 3 Taxilane Replacement	Total Project Cost:	\$870,000

Department/Division Head: **Matthew Cardillo, Airport Manager**

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

For project re-submittals, list prior year(s):

List any funding sources and amounts already granted: This project will be 86% funded by the Federal Aviation Administration (FAA) though the Bipartisan Infrastructure Law Bill (BIL) funds that they airport received, 7% funded by MassDOT Aeronautics, and 7% funded by Airport Enterprise free cash

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	Operations & Maintenance
<i>Planning and Design</i>	220,000		<i>FY27</i>		
<i>Labor and Materials</i>	650,000		<i>FY28</i>		
<i>Administration</i>			<i>FY29</i>		
<i>Land Acquisition</i>			<i>FY30</i>		
<i>Equipment</i>			<i>FY31</i>		
<i>Other</i>					
<i>Contingency</i>					
Total Capital	870,000	Airport's share is 7% or \$59,000			

Project Justification and Objective: This area currently has a Pavement Condition Index (PCI) of 1 on a scale from 0 to 100. This area of pavement has been repaired on multiple occasions, but it is desperately in need of full replacement. The area has debris from the deterioration of the pavement that could become a liability for the Airport Commission if an aircraft was damaged.

For Capital Project Requests:

Will this project be phased over more than one fiscal year? If yes, enter it on the 5 Year Plan
Can this project be phased over more than one fiscal year?

Yes No
Yes No

For Capital Equipment Requests:

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

--

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

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

MEMO



To: **Plymouth Selectboard**

From: **Matthew Cardillo, Airport Manager**

RE: **Gate 3 Taxilane Reconstruction**

Date: **August 14, 2025**

Dear Selectboard Members,

The Plymouth Airport Commission is requesting the support of the Selectboard with their Gate 3 Taxilane Reconstruction Project

Project

The Taxilane Reconstruction Project will replace a paved area of approximately 50,000 square feet that aircraft use to taxi to and from their hangars. This area currently has a Pavement Condition Index (PCI) of 1 on a scale from 0 to 100. This area of pavement has been repaired on multiple occasions, but it is desperately in need of full replacement. The area has debris from the deterioration of the pavement that could become a liability for the Airport Commission if an aircraft was damaged.

Funding:

Like most of the airport's projects this project will be 86% funded by the Federal Aviation Administration (FAA) though the Bipartisan Infrastructure Law Bill (BIL) funds that they airport received, 7% funded by MassDOT Aeronautics, and 7% funded by Airport Enterprise free cash. The breakdown of that funding is below:

FAA:	\$752,000
MassDOT:	\$59,000
<u>Airport:</u>	<u>\$59,000</u>
Total	\$870,000



Figure 1: The approximate area that would be repaved.



Figure 2: An example of the part of the area that needs to be replaced.

**TOWN OF PLYMOUTH CAPITAL IMPROVEMENT PLAN REQUEST
FY26 SPRING ANNUAL TOWN MEETING**

Department: Facilities	Priority #:	1
Project Title and Description: F/S DOORS #1, #6, #3	Total Project Cost:	\$144,440

Department/Division Head: **K. J. Anderson**

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

For project re-submittals, list prior year(s): **N/A**

List any funding sources and amounts already granted: **N/A**

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	Operations & Maintenance
<i>Planning and Design</i>			<i>FY27</i>		
<i>Labor and Materials</i>	\$125,600		<i>FY28</i>		
<i>Administration</i>			<i>FY29</i>		
<i>Land Acquisition</i>			<i>FY30</i>		
<i>Equipment</i>			<i>FY31</i>		
<i>Other</i>					
<i>Contingency</i>	\$18,840	15% for increases and electrical			
Total Capital	\$144,440				

Project Justification and Objective: **New doors required at Fire STA 1, 3, & 6.**

For Capital Project Requests:

Will this project be phased over more than one fiscal year? If yes, enter it on the 5 Year Plan
Can this project be phased over more than one fiscal year?

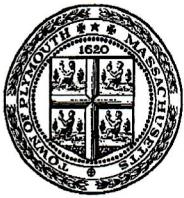
Yes No
Yes No

For Capital Equipment Requests:

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

What is the expected lifespan of this new/replacement equipment: **20 years**

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



TOWN OF PLYMOUTH

Department of Public Works
159 Camelot Drive
Plymouth, Massachusetts 02360
508-830-4162

MEMORANDUM

Date: 06AUG2025

To: L. A. Barrett
Finance Director

From: K. J. Anderson
DPW Facilities Manager

Thru: W. A. Coyle
DPW Director

Subject: FIRE STATIONS #1, #3, #6 FY27 CAPITAL REQUEST

1. Plymouth Fire Stations #1 (1978), #3 (2001), & #6 (1997) have apparatus bay doors that are in need of replacement. The mission of the Plymouth Fire Department is to protect the lives and property within America's Hometown by reducing the effects of fire, assisting with medical emergencies, hazardous materials incidents, special rescues, and disasters.
2. A condition assessment of the overhead doors determined that they are deteriorating and problematic at these locations due to age, frequent usage, and parts availability.
3. Fire Stations must remain in a ready status and any delay in apparatus egress due to a faulty door should be considered unacceptable. Door repair will help preserve and maintain the integrity of an apparatus response time.
4. Facilities Division (422) is requesting funding in the amount of \$144,440 in support of bay door replacement at three aging Fire Stations.
5. Thank you for your consideration.

Overhead Door Co of Boston

300 Weymouth Street
Rockland, MA 02370

John Davis, Sales Manager
john.davis@dhpaces.com
Cell: 508-208-9343
Office: 781-871-3850 Ext 119

The Genuine. The Original.



Proposal #: jd-10532

PROPOSAL SUBMITTED TO: Town of Plymouth				Date 6/23/2025	Attention Gary Goulski				
STREET 26 Court st				Job Name Plymouth Fire					
City Plymouth		State Ma	ZipCode 02360	Job Location 114 Sandwich St					
Phone Number 781/771-8447		Fax Number		Job Phone 781/771-8447					
ITEM #	QTY	SERIES	DOOR WIDTH	DOOR HEIGHT	OPENING WIDTH	OPENING HEIGHT	OPERATION	HEAD ROOM	JAMB TYPE
A	3	SteelForm	13-4	12-3	13-2	12-3	Electric		
B	2	SteelForm	12-2	10-0	12-2	10-0	Electric		

FURNISH AND INSTALL:

SteelForm 24GA Steel insulated doors as manufactured by Raynor

- * Colorwave RAL3020
- * Double endstiles
- * One Aluminum Full Vision glass section 1/8 Clear Tempered Glass
- * 3" track w/ full wall angle
- * 15 R track stanadrd lift
- * High Cycle Springs 50,000
- Raynor Tolley type Operators
- * 115/1/60
- * One remote each / One interior wall station
- * One thru-beam photo -cell

PROPOSAL TO INCLUDE THE FOLLOWING:

- ** One Extra set of torsion spring to leave on site **

All Wire and Wiring Low-voltage and hot by Town of Plymouth
Tax Exempt
Prevailing Wage Labor

Addendum E-2. We have been placed on notice from our supplier partners that the recently announced international trade tariffs may be implemented suddenly and result in material surcharges for all new orders placed in addition to the quoted prices. This proposal is based on current pricing from Seller's suppliers and includes all price increases and surcharges levied by those suppliers and known by Seller as of the date of this proposal. This proposal is valid for acceptance for 30 days. The Seller reserves the right to require an approved change order before the order can be released into production to compensate for any supplier price increases or surcharges announced after the date of this Proposal and prior to the release of materials for fabrication. Seller will provide written documentation of the Supplier increase notice upon request.

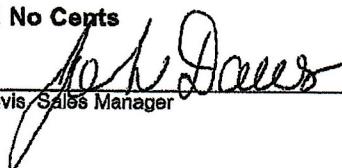
Price Proposal for Town of Plymouth by Overhead Door Co of Boston
Proposal Number jd - 10532
Job Name: Plymouth Fire

We hereby propose to complete in accordance with above specification, for the sum of:

Fifty Four Thousand Six Hundred Dollars and No Cents **\$54,600.00**

Signature

John Davis, Sales Manager



Direct Dial: Phone: 781-871-3850
Ext 112

Overhead Door Co of Boston

300 Weymouth Street
Rockland, MA 02370

John Davis, Sales Manager
john.davis@dhpaces.com
Cell: 508-208-9343
Office: 781-871-3850 Ext 119

The Genuine. The Original.



Proposal #: jd-10530

PROPOSAL SUBMITTED TO: Town of Plymouth				Date 6/23/2025	Attention Gary Goulski				
STREET 26 Court st				Job Name 12 Pine Hills Dr Plymouth Fire					
City Plymouth		State Ma	ZipCode 02360	Job Location					
Phone Number 781/771-8447		Fax Number		Job Phone 781/771-8447					
ITEM #	QTY	SERIES	DOOR WIDTH	DOOR HEIGHT	OPENING WIDTH	OPENING HEIGHT	OPERATION	HEAD ROOM	JAMB TYPE
A	3	SteelForm	14-2	14-1	14-0	14-0	Electric		

FURNISH AND INSTALL:

SteelForm 24GA Steel insulated doors as manufactured by Raynor

- * Colorwave RAL3020
- * Double endstiles
- * One Aluminum Full Vision glass section 1/8 Clear Tempered Glass
- * 3" track w/ full wall angle
- * 15 R track stanadrd lift
- * High Cycle Springs 50,000
- Raynor Trolley type Operators
- * 115/1/60
- * One remote each / One interior wall station
- * One thru-beam photo -cell

PROPOSAL TO INCLUDE THE FOLLOWING:

- ** One Extra set of torsion spring to leave on site **

All Wire and Wiring Low-voltage and hot by Town of Plymouth

Tax Exempt

Prevailing Wage Labor

Addendum E-2. We have been placed on notice from our supplier partners that the recently announced international trade tariffs may be implemented suddenly and result in material surcharges for all new orders placed in addition to the quoted prices. This proposal is based on current pricing from Seller's suppliers and includes all price increases and surcharges levied by those suppliers and known by Seller as of the date of this proposal. This proposal is valid for acceptance for 30 days. The Seller reserves the right to require an approved change order before the order can be released into production to compensate for any supplier price increases or surcharges announced after the date of this Proposal and prior to the release of materials for fabrication. Seller will provide written documentation of the Supplier increase notice upon request.

Price Proposal for Town of Plymouth by Overhead Door Co of Boston

Proposal Number jd - 10530

Job Name: 12 Pine Hills Dr Plymouth Fire

We hereby propose to complete in accordance with above specification, for the sum of:

Thirty Five Thousand Five Hundred Dollars and No Cents

\$35,500.00

Signature

John Davis, Sales Manager



Direct Dial: Phone: 781-871-3850

Ext 112

Overhead Door Co of Boston

300 Weymouth Street
Rockland, MA 02370

John Davis, Sales Manager
john.davis@dhpaces.com
Cell: 508-208-9343
Office: 781-871-3850 Ext 119

The Genuine. The Original.



Proposal #: jd-10531

PROPOSAL SUBMITTED TO: Town of Plymouth				Date 6/23/2025	Attention Gary Goulski				
STREET 26 Court st				Job Name Plymouth Fire					
City Plymouth		State Ma	ZipCode 02360	Job Location 2209 State Rd					
Phone Number 781/771-8447		Fax Number		Job Phone 781/771-8447					
ITEM #	QTY	SERIES	DOOR WIDTH	DOOR HEIGHT	OPENING WIDTH	OPENING HEIGHT	OPERATION	HEAD ROOM	JAMB TYPE
A	3	SteelForm	14-2	14-1	14-0	14-0	Electric		

FURNISH AND INSTALL:

SteelForm 24GA Steel insulated doors as manufactured by Raynor

- * Colorwave RAL3020
- * Double endstiles
- * One Aluminum Full Vision glass section 1/8 Clear Tempered Glass
- * 3" track w/ full wall angle
- * 15 R track stanadrd lift
- * High Cycle Springs 50,000
- Raynor Tolley type Operators
- * 115/1/60
- * One remote each / One interior wall station
- * One thru-beam photo -cell

PROPOSAL TO INCLUDE THE FOLLOWING:

** One Extra set of torsion spring to leave on site **

All Wire and Wiring Low-voltage and hot by Town of Plymouth

Tax Exempt

Prevailing Wage Labor

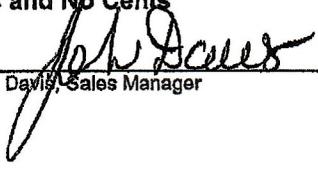
Addendum E-2. We have been placed on notice from our supplier partners that the recently announced international trade tariffs may be implemented suddenly and result in material surcharges for all new orders placed in addition to the quoted prices. This proposal is based on current pricing from Seller's suppliers and includes all price increases and surcharges levied by those suppliers and known by Seller as of the date of this proposal. This proposal is valid for acceptance for 30 days. The Seller reserves the right to require an approved change order before the order can be released into production to compensate for any supplier price increases or surcharges announced after the date of this Proposal and prior to the release of materials for fabrication. Seller will provide written documentation of the Supplier increase notice upon request.

Price Proposal for Town of Plymouth by Overhead Door Co of Boston
Proposal Number jd - 10531
Job Name: Plymouth Fire

We hereby propose to complete in accordance with above specification, for the sum of:

Thirty Five Thousand Five Hundred Dollars and No Cents **\$35,500.00**

Signature


John Davis, Sales Manager

Direct Dial: Phone: 781-871-3850
Ext 112

TERMS AND CONDITIONS

Payment to be made as follows: N/30

Prices subject to change if not accepted in 30 days.

Terms. The products ("Products") described above and the labor necessary to install the Products ("Labor") are herein collectively referred to as the "Work".

Condition Precedent. Buyer and Seller agree that if, following Buyer's acceptance hereof, a contract is to be executed by them, Seller's performance hereunder shall be subject to the condition precedent that the terms and conditions of such contract are acceptable to Seller.

Scope of Work. Seller agrees to perform for Buyer the Work at the Project. Buyer acknowledges and agrees that: (i) the prices quoted by Seller for the Products are based upon plans, specifications, verbal information or sketches as indicated herein and the addenda hereto; and (ii) that the Work contemplated under this Proposal is fully and correctly described herein. Unless included in the description of and prices quoted for Products, glass, glazing, painting and electrical wiring is excluded under this Proposal and will be provided only upon receipt of a supplemental order signed by Buyer. This quotation is based upon a visual inspection; it does not take into account concealed deficiencies in the substrate. Immediately upon discovery of said deficiencies the customer will be notified of additional cost before corrective work is performed. If this estimate includes cutting into existing concrete/asphalt structure, it is the responsibility of the customer to advise OHD Co of Atlanta of any concealed utilities or other hazards prior to the start of work. All testing to locate or determine location of said utilities or hazards by others.

Proposal Price. Conditional upon Seller's prior approval of Buyer's credit, Buyer will pay Seller the unpaid balance for performance of the Work within 30 days of the date of Seller's invoice. If performance of the Work extends over 30 days, Buyer agrees to pay Seller progress payments under Seller's regular billing terms and if Products have been delivered to the Project or stored in a mutually agreed location, Buyer agrees to pay an amount not to exceed 90% of the Proposal Price in payment of the cost of such Products. If payment of any sum is not made when and as due under this Proposal, Buyer shall pay interest on such delinquent sums at the rate of 1.50% per month or, the highest contract rate allowed under applicable law. If Buyer's check is dishonored or returned for any reason, Buyer's account will be electronically debited for the amount of the check plus the state maximum processing fee. If following Buyer's default Seller refers this account to an attorney for collection, Buyer agrees to pay all attorney's fees and all other costs of collection and litigation incurred by Seller whether or not a lawsuit for collection is instituted.

Contract Time. Installation dates are estimates only and Seller cannot guarantee commencement of Work or completion thereof on any given date. Completion dates cannot be given until Seller has been furnished with complete approved drawings and any additional information it may request. Seller shall not be liable for total or partial failure to complete or for any delay in delivering Products or Labor under this Proposal. Seller shall not be liable in any event for any special or consequential damages on account of failure or delay in performance, regardless of cause. Quoted price contingent upon customer having opening(s) clear of all obstructions and available during the day of work. Excessive wait time to clear opening will result in hourly charges being added to the work order.

Recurring Services. The following terms and conditions apply only to recurring service transactions and modify the terms set out above accordingly: [1] Although Seller agrees as a courtesy to contact Buyer at such times as or with the frequency requested by Buyer, Buyer agrees that Buyer retains sole responsibility for scheduling the Work that Buyer desires Seller to perform hereunder. [2] Following the initial one-year term of this agreement this contract shall automatically renew for successive one-year terms up to a total of five years from the date of the initial order, unless either party hereto provides the other party no less than sixty (60) days notice of termination in advance of any such renewal date. [3] Annually as of the renewal date, Seller shall have the right to increase the rates provided herein, either by an amount up to the percentage change in the Consumer Price Index over the previous 12 months or 5%, whichever is greater.

Work Performance. Performance of the Work will be made by Seller in a prompt manner but Seller cannot be responsible for damage or delay due to acts of God, accidents, civil disturbances, delays in transportation by common carrier, strikes, war, unavailability of material or other cause beyond the reasonable control of Seller. If Products are installed before a finished floor is completed, warranty is limited and Seller assumes no responsibility for fitting the Product to the floor. An additional charge may be made to Buyer for returning to the Project for adjustments to the Product. Seller assumes no responsibilities for failure of installation of the Product due to structural deficiencies in an existing building. Buyer shall prepare the Project for installation in accordance with requirements of Seller. If special work, requiring additional material and labor is required to meet conditions other than those specifically described in this Proposal, Buyer agrees to pay an additional charge therefore. Seller shall be allowed uninterrupted and exclusive access to the Project during performance of the Work. No Product may be returned without Seller's prior written approval. All Product returned is subject to a minimum of 25% restocking fee.

Cancellation. In the event Buyer cancels this Proposal after the Seller has commenced Work, Buyer shall forfeit the amount of the down payment given to Seller at the time of the execution of this Proposal, and in addition, shall pay to the Seller such proportion of the total Proposal Price as the amount of Work bears to the total amount of Work agreed upon to be furnished under this

Proposal, plus a sum equal to 25% of the total Proposal Price as liquidated damages, which amount is to be paid within 30 days from the date of such cancellation. In the event of Buyer's insolvency this Proposal shall be cancelled and Seller shall have no further obligations to Buyer hereunder.

Insurance. Seller shall carry workmen's compensation and public liability insurance to cover the Work. Seller shall not be liable to indemnify, hold harmless or protect in any way the Buyer, or any other party involved in the Work, whether an employee of Seller or Buyer or any third party, except to the extent of the workmen's compensation and public liability insurance maintained by Seller. Buyer shall keep the Project adequately insured against any loss to Seller by reason of damage to Seller's Product or Work or Seller's vehicles, equipment and tools by vandalism, fire, water, windstorm and any other occurrence during the course of Work.

Alterations. Any alterations or modifications initiated by Buyer must be agreed upon between the parties and the price fixed by them before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made at the time of the completion of the Work.

Permits and Licenses. Buyer shall be responsible for securing the necessary permits and licenses for the Work at Buyer's own cost and expense.

Limited Warranty on Defective Products, Parts or Services. In addition to any warranty offered by the manufacturer, Seller offers the following exclusive **LIMITED WARRANTY** on products, parts and services: Seller warrants that any complete door unit installed or supplied during original construction shall be free from defects in material and workmanship for a period of one (1) year after such unit is supplied to Buyer. Wood products are warranted only if properly protected by Buyer no later than ten (10) days after delivery, and per the manufacturer's instructions, with prime and finish coats of the manufacturer's recommended paint. Seller warrants that all parts and equipment replaced by Seller or its authorized representative shall be free from defects for a period of ninety (90) days after replacement. For a period of thirty (30) days after service, Seller warrants that its services were performed in a professional and workmanlike manner. Buyer must notify Seller of any problem within the warranty period. This **LIMITED WARRANTY** does not apply to any part or equipment which has been tampered with or subjected to misuse or abuse, or which has been repaired by anyone other than persons authorized by Seller. **ALL WARRANTIES FOR THESE PRODUCTS AND SERVICES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE ONLY VALID FOR THE TIME PERIODS SPECIFIED HEREIN, AND IN NO EVENT FOR LONGER THAN ONE (1) YEAR FROM THE DATE OF PURCHASE.** IN CASE OF BREACH OF ANY OF THESE WARRANTIES, SELLER'S OBLIGATIONS SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE WORKMANSHIP OR PART WITHOUT CHARGE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LIABILITY FOR BUYER'S EXPENSES OR LOSS OF INCOME WHILE PRODUCTS OR EQUIPMENT ARE OUT OF OPERATION) IN CONNECTION WITH THE EQUIPMENT, PRODUCTS, SERVICES, PARTS AND LABOR PROVIDED HEREUNDER, OR THE BREACH OF ANY RELATED IMPLIED OR EXPRESS WARRANTY, EXCEPT THAT DAMAGES FOR PERSONAL INJURY SHALL NOT BE PRECLUDED. THIS EXCLUSION OF DAMAGES DOES NOT APPLY IN KANSAS.

Modification of Proposal. Any modification of this Proposal or additional obligation assumed by either party in connection with this Proposal shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Governing Law. It is agreed that this Proposal shall be governed by, construed and enforced in accordance with the laws of the state in which the Project is located.

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSM. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

ACCEPTANCE: Terms, Price, and specifications on all pages of this proposal are hereby accepted and the work authorized.

Purchaser: _____

Signature

Title

Date of Acceptance

**TOWN OF PLYMOUTH CAPITAL IMPROVEMENT PLAN REQUEST
FY26 SPRING ANNUAL TOWN MEETING**

Department: Facilities	Priority #: 2
Project Title and Description: Visitor's Center Expansion	Total Project Cost: \$608,518

Department/Division Head: **K. J. Anderson**

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

For project re-submittals, list prior year(s): **N/A**

List any funding sources and amounts already granted:

Visitor's Services Bureau \$230K, Mass Office of Travel and Tourism (MOTT) Grant (pending approval) of \$200K or lesser denomination if any funding is awarded.

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	Operations & Maintenance
<i>Planning and Design</i>	\$59,200		<i>FY27</i>		
<i>Labor and Materials</i>	\$422,500	Estimated	<i>FY28</i>		
<i>Administration</i>	\$30,400		<i>FY29</i>		
<i>Land Acquisition</i>			<i>FY30</i>		
<i>Equipment</i>			<i>FY31</i>		
<i>Other</i>	\$42,250	10% escalation			
<i>Contingency</i>	\$54,168	10% contingency			
Total Capital	\$378,518	\$608,518 less \$230,000 in hand			

Project Justification and Objective: VC is inadequately sized for the amount of foot traffic visiting during peak season.

Total CAP request is contingent on receipt of MOTT Grant in the amount of \$200K. Receipt of any amount of funding thru MOTT will reduce the request for Total Capital.

For Capital Project Requests:

Will this project be phased over more than one fiscal year? If yes, enter it on the 5 Year Plan
Can this project be phased over more than one fiscal year?

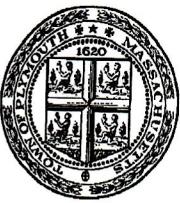
Yes No
Yes No

For Capital Equipment Requests:

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

What is the expected lifespan of this new/replacement equipment: **20 years**

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



TOWN OF PLYMOUTH

Department of Public Works
159 Camelot Drive
Plymouth, Massachusetts 02360
508-830-4162

MEMORANDUM

Date: 06AUG2025

To: L. A. Barrett
Finance Director

From: K. J. Anderson
DPW Facilities Manager

Thru: W. A. Coyle
DPW Director

Subject: VISITORS CENTER EXPANSION PROJECT

1. Built in 1992, the Plymouth Visitor's Information Center at 130 Water St has welcomed thousands of visitors to the town and surrounding environs for more than thirty years. At just 836sqft and with the Town attracting more tourists, the tourism industry has outgrown the ideally situated building.
2. The expansion project will allow more room at the front for tourist inquiries and conversation while allowing access to the public restrooms through an exterior door. In the current configuration, visitors needing the restroom must pass through the front lobby which disrupts the flow of information seekers and over crowds the space. The project will be ADA compliant and includes a ramp providing accessibility to the restrooms and lobby.
3. The amount of the Capital request is contingent on receipt of funds through a Mass Office of Travel and Tourism (MOTT) grant. The request was for \$200k which would be added to the existing funds, totaling approximately \$230k, previously secured by the President and CEO of See Plymouth. This request will be reduced by the amount received through MOTT. If MOTT grants See Plymouth \$200k, then the Capital request will be reduced to \$178,518.
4. Facilities Division (422) is requesting funding support in the amount of \$378,518 to complete renovations to the Visitor Center to support the increased level of tourism in America's Hometown.
5. Thank you for your consideration.

March 11, 2025

Town of Plymouth
Department of Public Works
159 Camelot Drive
Plymouth, MA 02360

Attn: Karl J. Anderson, Facilities Manager

Subject: Scope and Fee - Expansion of Waterfront Visitors Center

Dear Mr. Anderson:

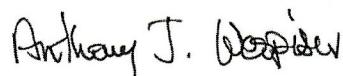
Enclosed please find our proposed Scope and Fee for services in support of the expansion of the Waterfront Visitors Center located at 130 Water Street in Plymouth.

Note that the scope and fee are included as exhibits so that, if accepted by the Town, they can be incorporated into a formal agreement.

Let us know if you have any questions.

Sincerely,

WESTON & SAMPSON ENGINEERS, INC.



Anthony J. Wespiser, PE
Associate | Senior Team Leader

Enclosures

March 11, 2025

55 Walkers Brook Drive, Suite 100, Reading, MA 01867
Tel: 978.532.1900

Town of Plymouth
Visitors Center Expansion
Contract for Designer Services
Scope of Services
Exhibit A

DESIGNER SERVICES

The following scope of services is based on the Schematic Design and Cost Estimating completed previously.

Phase 1 - Design Development, Construction Documents, and Bidding Assistance

Design Development

- 1.1 The Consultant shall utilize the approved schematic design sketch to prepare design development documents consisting of plans, and other documents to fix and describe the size and character of the project as to architectural, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate to enable the Town to understand the progress and development of the Project. Such plans shall be subject to the written approval of the Town. The Consultant shall submit to the Town for approval an electronic copy of said design development documents on or before the date or time for submission specified in the Notice to Proceed or any supplement thereto, unless the Consultant shall have obtained from the Town an extension of time in writing.

- 1.2 Assist the Town in obtaining the necessary permits/approvals for the project. The following is a list of the permits / approvals which may be necessary for the project:
 - Planning / Zoning Approval
 - Water Connection (by Contractor - to be included in specifications)
 - Street Opening Permit (by Contractor - to be included in specifications)
 - DEP Stormwater Discharge/Management Permit (by Contractor - to be included in specifications)
 - Conservation Commission Notice of Intent

It is assumed that all permit fees will be waived or paid for by the Town.

Construction Documents

- 1.3 The Consultant shall utilize the approved Design Development documents to complete working plans and specifications in sufficient detail to permit solicitation of firm bids in open

competition for construction of the project, and a detailed cost estimate. Said plans and specifications shall be based on the approved design development, outline specifications and construction cost estimate. The detailed estimate of the cost of the Project shall include quantities of all materials and unit prices of labor and materials as well as cost estimates for each item of work. Such working plans and specifications and cost estimates shall be subject to the written approval of the Town. The Consultant shall furnish to the Town for approval electronic PDF copies of the said plans, specifications and construction cost estimates.

- 1.4 Prepare a final design cost estimate based on the 80% progress of the overall design documents. The cost estimate shall be a full and complete cost estimate for the project including, but not be limited to, information technology, telecommunications, furniture, fixtures, and equipment. The Consultant shall compare its cost estimate to the cost estimate prepared at the completion of previous phase and recommend appropriate actions to modify, correct, or value engineer ("VE") the design in order to avoid potential cost overruns. The Consultant shall implement all such actions approved by the Owner and shall modify the design and all associated plans, specifications, and other contract documents as necessary until such time as the cost estimates for the current phase are equal to or less than the last cost estimate approved by the Owner unless the owner agrees to a revised cost for the project.
- 1.5 Following the approval of the plans, specifications and construction cost estimates, the Consultant shall incorporate all changes required by the Town in the working drawings and specifications.

Bidding Assistance

- 1.6 Upon approval of Construction Contract Documents, the Consultant shall assemble the final Construction Contract Documents, including bid documents and advertisements for receipt of bids for construction contractors, shall provide the electronic bid documents for publishing the documents online, and shall prepare and transmit all addenda. It is assumed that the front end (Division 0 and 1) documents will be prepared using the Consultants standard front-end documents. The Consultant shall attend a pre-bid conference with potential bidders, and shall assist in obtaining bids, conduct a review of the low bidder and transmit the Consultant's recommendations as to the award of the construction contract to the Town. It is assumed the Town will utilize the services of an online bid document distribution service for bidding of the project.
- 1.7 If the bid of the lowest responsible and eligible bidder exceeds the Fixed Limit of Construction Cost, if any, the Town shall have the option to (a) give written approval of an increase in such Fixed Limit, (b) re-bid the Contract within a reasonable period of time, or (c) instruct the Consultant in writing to provide such revised Construction Contract Documents as the Town may require to bring the cost within the Fixed Limit. In the case of (c), the Consultant may, in connection, with such revisions make reasonable adjustments in the scope of the Construction Contract or quality of the work allowed therein subject to the written approval of the Town,

which approval shall not be unreasonably withheld. The Consultant shall be entitled to any additional compensation for such services.

Phase 2 – Construction Administration

Upon receiving approval from the Town to proceed to Construction, the Consultant shall provide the following basic services for the project for an anticipated construction schedule of 10 months. The 10-month schedule shall begin when the Town issues a Notice to Proceed to the most responsible and responsive general contractor or executes a contract with said general contractor, whichever comes first. Additional construction duration beyond the period stated above will be billed at a fee of \$5,000 per month.

- 2.1 Attend pre-construction conference to discuss the general project requirements with the Contractor and the Town.
- 2.2 Attend regularly scheduled construction meetings with the contractor and Town on a weekly basis and prepare and distribute minutes of each meeting. Meeting minutes shall contain a brief outline of issues discussed, an update on the progress of work, and a record of suggestions / recommendations / decisions of the meeting. For the purpose of this proposal, the Consultant's services are budgeted over a xx-month construction duration. If the contractor fails to complete the project within this time frame, the Consultant shall be entitled to additional compensation for the continuation of the services listed above.
- 2.3 Review and approve contractor shop drawings, product submittals, and samples. Review of the shop drawings, product submittals, and samples shall be for the submitted items only and such reviews shall be to determine if the submitted items is in general conformance with the design intent of the contract documents. The Consultant will review submittals two times: once upon original submission and a second time if the Consultant requires a revision or corrections. The Consultant shall be reimbursed the amounts charged by the Consultant for performing any review of a submittal for the third time or greater. Language will be included in the specifications advising the Contractor that they are responsible for reimbursing the Town for these additional charges.
- 2.4 Review and respond to project requests for information during construction.
- 2.5 Review contractor payment requisitions and advise the Town if the payment request is representative of the progress of work.
- 2.6 Review change order requests or issue construction change directives as necessary. All formal approvals of change orders or construction change directives are subject to Town approval.
- 2.7 Conduct periodic observation for each major discipline including geotechnical, civil, structural, architectural, industrial equipment, mechanical, electrical, and plumbing to become generally familiar with the progress and quality of the Work. The Consultant shall report in writing to the

Town any deviations observed at the time the periodic observation was conducted. The following is a summary of the anticipated periodic observations:

- Geotechnical (Two (2) field visits)
 - Observe subgrade below foundation elements prior to backfill (anticipate one (1) field visits)
 - Observe subgrade below slab-on-grade prior to slab placement (anticipate one (1) field visits)
- Civil (two (2) field visits)
 - Observe limits of erosion / sedimentation control elements prior to site clearing/grading
 - Observe subgrade limits upon completion of grading activities
 - Observe drainage installation
 - Observe subgrade prior to installation of MHA pavement
- Landscape Architecture (one (1) field visits)
 - Site visit to stake locations with the landscape contractor
- Structural (three (3) field visits)
 - Observe footing reinforcement prior to concrete placement
 - Observe foundation wall reinforcement prior to concrete placement
 - Observe subgrade preparation (including vapor barrier, wire mesh reinforcement, and construction/control joint dowels) prior to slab concrete placement.
- Architectural (five (5) field visits)
 - Anticipate monthly field visits beginning once structure has been erected
- MEP/FP (five (5) field visits to be conducted by MEP/FP construction administration representative)
 - Observe work at completion of underground work
 - Observe work during rough installation
 - Observe work at completion of rough installation
 - Observe work prior to installation of ceiling tiles
 - Observe progress of work between rough and final

2.8 Conduct substantial completion and final inspections. Issue final construction affidavits indicating that the work has been generally completed in accordance with the contract documents to the best of the Consultant's knowledge, information, and belief based on periodic observations of the Work.

2.9 Monitor submission of close-out documentation from the contractor including operation & maintenance manuals, warranties, as-built drawings (prepared by the contractor), and final certificate of completion.

Phase 3 – Geotechnical Investigations

3.1 Geotechnical work shall include hiring a drilling contractor and advancing soil borings over a one-day period to identify soil conditions for construction of the expansion. Work shall also include digging test pits to visually observe subsurface conditions on the site. This item includes the cost of the drilling contractor. The scope is based upon the Town providing the equipment and operator to dig the test pits. The consultant shall provide a field representative to document observations of the subsurface conditions at the test pits for up to one (1) days.

ASSUMPTIONS

- Any uncovered environmental conditions encountered during design or construction will be addressed as a separate additional service, if necessary.
- This scope of work does not include MassDEP notifications and/or remedial activities to address any surface or subsurface contamination at the site. A separate scope and fee can be provided to prepare reports and/or conduct remedial activities if contamination is identified.
- This scope of work excludes design of specialty sustainable design components (e.g. photovoltaics, geothermal, etc.).
- This scope assumes that the subsurface conditions are suitable for standard shallow foundations / slab-on-grade construction and that specialty foundation design, over-excavation of undocumented fill, and/or ground improvements are not required.
- This scope of work excludes full time on-site geotechnical field observations during construction for the installation of specialty foundations, over-excavation of undocumented fill, and/or ground improvements for standard foundation elements.
- It is assumed that all permit fees will be waived or paid for by the Town.
- This scope does not include filing an Environmental Notification Form (ENF) associated with the Massachusetts Environmental Policy Act (MEPA).
- Durations for each phase do not include time for Town review of documents. The schedule will be adjusted as required to support time for the associated reviews if necessary.
- The permitting tasks will be initiated during the Design Development Phase. These tasks will conclude at varying times during the design period based on particular regulatory agency requirements.
- If the contractor fails to complete construction within this time frame stated above, the Consultant shall be entitled to additional compensation for the continuation of the services listed above.

- It is assumed that the Town will hire a Commissioning Agent for the mechanical systems. Commissioning Agent shall be selected during the design phase of the project to provide input to the design team during design. The agent shall provide commissioning specifications to be included in the final bid package.
- Selection of furnishings for the new facility are excluded from this scope of services. The Consultant will assist the Town with the coordination of furnishings for the new facility. Assistance shall include meeting with the Town and a furniture vendor to review furnishings for the facility. The Consultant shall include a furnishings plan in the Contract Documents for informational purposes. It is assumed that the furnishing vendor will provide layout drawings during construction administration.
- The Consultant's design services shall include designing infrastructure wiring and raceways for telecommunications/data system. Headend telecommunications and data equipment, fiber network, cable television, etc. will be designed and supplied by separate Town vendors and are not included in this scope and fee.
- The Engineer's design services shall include designing infrastructure raceways for the building security system. Security devices, cameras, access control components, and specialty low-voltage wiring shall be designed and supplied by separate Town vendors and are not included in this scope and fee.

SCHEDULE

Task	Duration
Phase 1 – Design Development and Construction Documents <ul style="list-style-type: none"> • Design Development (DD) • Construction Documents (CD) • Bidding Assistance 	2 months 3 months 2 months
Phase 2 – Construction Administration	10 months
Phase 3 – Geotechnical Investigations	Concurrent with DD and early CD

Durations identified above do not include time for Town reviews and approvals for each phase.

March 11, 2025

Town of Plymouth
Visitors Center Expansion
Contract for Designer Services
Scope of Services
Exhibit B

FEE OF SERVICES

The following is a summary of the proposed lump sum fees associated with the scope of services identified above. The final manhours, staff, hourly rates, and fee distribution among disciplines may vary based on staff availability, schedule, and conditions and design tasks identified through the normal design development process of the project. The total fee will not exceed the fee schedule below unless written authorization is granted by the Town.

TASK	FEE
Phase 1 - Design Development, Construction Documents, & Bidding Assistance	\$ 42,200
Phase 2 – Construction Administration	\$ 30,400
Phase 3 – Geotechnical Investigations	\$ 17,000
TOTAL	\$ 89,600



Revisions:		
No.	Date	Description

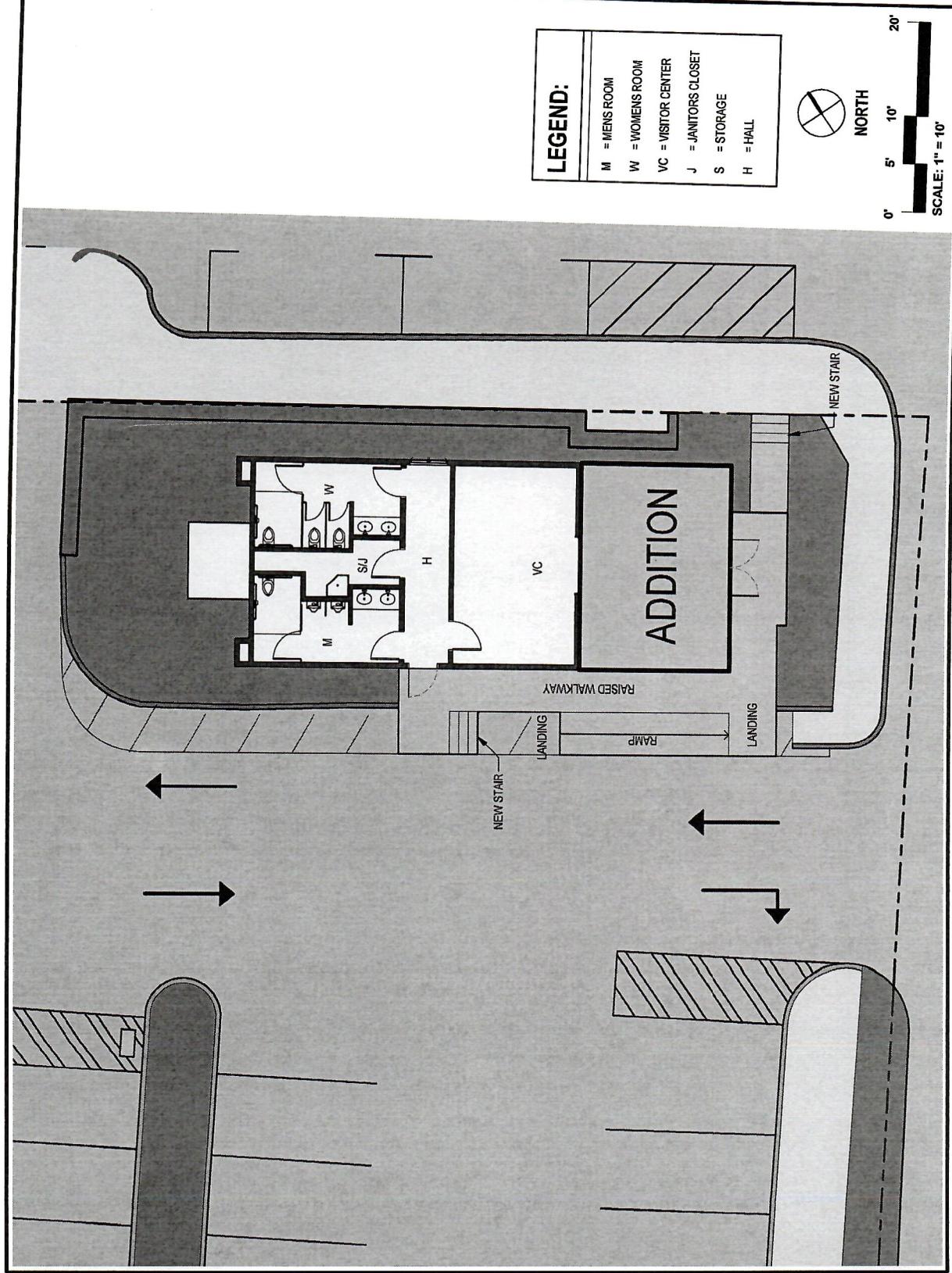
Issued For:

Scale: As indicated

Date: 5/01/24
Draw By: MJD
Reviewed By: DGT
Approved By: DGT

W&S Project No.: ENG22-1229
W&S File No.:

Drawing Title: SCHEMATIC PLAN - RAMP OPTION 2
Sheet Number: SD-2



CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Karl and Bill,

We have prepared four drafts of concepts for renovation of the Plymouth Visitor Center. Please note that ADA requirements for access (e.g., ramps) are a somewhat significant factor for this project. As such, we have developed four different options for exterior ramp layout – see attached.

In addition, we did very preliminary, high level cost estimate, as follows:

16' addition (360sf at \$900/sf)		\$324,000
New exterior double doors at main entrance		\$8,500
Convert area behind counter to a hallway		\$15,000
New exterior door on west side (for new access to bathrooms)		\$5,000
Relocate vertical duct		\$7,500
Replace interior door (access for staff from main visitors center)		\$2,500
New concrete ramp and stairs to access new main entrance		\$35,000
New concrete ramp to access new side entrance to bathrooms		\$25,000
	subtotal	\$422,500
Escalate to 2025	7.0%	\$29,575
	total	\$452,075

Let us know if you have any questions.

Thanks, Tony

Anthony J. Wespiser, PE
SENIOR PROJECT MANAGER
direct: 978-548-4615



Weston & Sampson
55 Walkers Brook Drive, Suite 100 | Reading, MA 01867 (HQ)
tel: 978-532-1900
westonandsampson.com

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ARTICLE 5:

ARTICLE 5: Change 2026 Spring Town Meeting Date

To see if the Town will vote to reschedule the 2026 Spring Annual Town Meeting from April 4, 2026, to April 11, 2026, as required by § 173-3 of the General Bylaws, or to take any other action relative thereto.

SELECT BOARD

RECOMMENDATION: Approval (Unanimously, 12-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 5. Approval of this article will change the date of the 2026 Spring Annual Town Meeting from April 4, 2026 to April 11, 2026. The committee noted April 4, 2026 is on a holiday weekend. Set up costs for the meeting will be higher and there is a risk that a quorum may not be achieved for a meeting on that date. If that occurs, costs would at least double because a meeting would need to be scheduled for another date with its own set up expenses.

To: Silvio Genao, Assistant Town Manager
From: Select Board
Subject: Change 2026 Spring Town Meeting Date
Date: August 8, 2025

The Select Board is putting forward a Town Meeting article for consideration concerning a proposed change to the 2026 Spring Town Meeting date. The current 2026 Spring Annual Town Meeting date is Saturday April 4, 2026, the day before the Easter Holiday. The proposed new date would be Saturday April 11, 2026.

To see if the Town will vote to reschedule the 2026 Spring Annual Town Meeting from April 4, 2026, to April 11, 2026, as required by § 173-3 of the General Bylaws, or to take any other action relative thereto.

Best Regards,

Jade Anderton
Executive Assistant to the Select Board & Town Manager

ARTICLE 6:

ARTICLE 6: Establishment of a Land Acquisition Special Revenue Account

To see if the Town will vote to authorize the Select Board to petition the Massachusetts General Court for special legislation to establish a special revenue account utilizing proceeds from Chapter 61 “roll back” taxes for the purposes of municipal land acquisition as written below, provided however, that the General Court may make clerical or editorial changes of form only to the bill, provided further that the Select Board approve amendments to the bill before enactment by the General Court, provided further that the Select Board is hereby authorized to approve amendments which shall be within the scope of the general public objectives of the petition, or take any other action relative thereto.

AN ACT AUTHORIZING THE TOWN OF PLYMOUTH TO ESTABLISH A SPECIAL REVENUE ACCOUNT FOR LAND ACQUISITION

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 the provisions of 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 in the town treasury a special revenue account to be known as the Land Acquisition Fund and may appropriate monies from the fund to acquire interests in land for the purposes of recreation, open space and other municipal purposes. Amounts received by the town pursuant to section 7 of Chapter 61, section 13 of Chapter 61A, and section 8 of Chapter 61B shall be deposited into said fund. Interest earned shall remain with and become part of the fund.

Section 2. This act shall take effect upon its passage.

SELECT BOARD

RECOMMENDATION: Approval (Unanimously, 12-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 6. Approval of this article will authorize the Select Board to petition the General Court to establish a special revenue account for Land Acquisition per the warrant language.

To see if the Town will vote to authorize the Select Board to petition the General Court to establish a special revenue account utilizing proceeds from Chapter 61 “roll back” taxes for the purposes of municipal land acquisition as written below, provided however that the General Court may make clerical or editorial changes of form only to the bill, provided further that the Select Board approve amendments to the bill before enactment by the General Court, provided further that the Select Board is hereby authorized to approve amendments which shall be within the scope of the general public objectives of the petition, or take any other action relative thereto.

AN ACT AUTHORIZING THE TOWN OF PLYMOUTH TO ESTABLISH A SPECIAL REVENUE ACCOUNT FOR LAND ACQUISITION

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 the provisions of 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 in the town treasury a special revenue account to be known as the Land Acquisition Fund and may appropriate monies from the fund to acquire interests in land for the purposes of recreation, open space and other municipal purposes. Amounts received by the town pursuant to section 7 of Chapter 61, section 13 of Chapter 61A, and section 8 of Chapter 61B shall be deposited into said fund. Interest earned shall remain with and become part of the fund.

Section 2. This act shall take effect upon its passage.

ARTICLE 7:

ARTICLE 7: Morton Park Town Brook Culvert Project – Dedication of Town-Owned Land

To see if the Town will vote to dedicate those certain areas of Town-owned land shown as being in the vicinity of Town Brook and Morton Park Road on the plans entitled “Plymouth Morton Park Road Property Plan & Summary Sheet Morton Park Road” dated 4-Sep-2025, prepared by SLR Consulting, on file with the Town of Plymouth Engineering Services Division, as they may be amended (the “Plan”), for the purposes for which they are presently held, and for drainage purposes, and for access purposes, including pedestrian, vehicular and heavy equipment access, to include without limitation, construction, maintenance, repair and replacement of one or more ways, culverts, slopes, and any and all related appurtenances, and further, to authorize the Town’s acquisition by gift, purchase, eminent domain, or otherwise, from James R. Sanderson, Sr., or the owner of record of 68 Morton Park Road, Plymouth, Massachusetts, of (1) a temporary easement shown on the Plan as TE-01, for clearing, grading, removal of a stone wall, and any other purposes described herein, and (2) a permanent easement shown on the Plan as PE-01, for clearing, grading, maintenance, all as may be necessary or convenient to accomplish any and all such purposes in connection with the Morton Park / Town Brook Culvert Project, or take any action relative thereto.

DEPARTMENT OF ENERGY AND ENVIRONMENT

RECOMMENDATION: Approval (Unanimously, 12-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 7. Approval of this article will accept Culvert Easements as shown on “Plymouth Morton Park Road Property Plan & Summary Sheet Morton Park Road” dated 4-Sep-2025, prepared by SLR Consulting, on file with the Town of Plymouth Engineering Services Division, authorized the town a temporary construction easement from James R. Sanderson, Sr., the owner of record of 68 Morton Park Road as shown on the Plan as TE-01 and further to authorize a permanent easement as shown on the Plan as PE-01 designating the area (where the culvert will be replaced) for highway purposes.

MEMO

To: Derek Brindisi, Town Manager
From: David Gould, Director of Energy and Environment
Re: **Morton Park Culvert Easement**
Date: July 17, 2025

The Department of Energy and Environment (DEE) requests that Town Meeting approve easements associated with the reconstruction of the stone arch bridge in Morton Park. Easements are required by the Federal Highway Administration (FHA) and Mass DOT per the \$2,000,000 in funding the Town will be receiving to replace said culvert.

The first easement is to designate the bridge area for highway purposes on existing town land. There is an existing culvert in this location and the new culvert will be constructed in the same location. There is no change in land use however FHA and MassDOT require an easement be placed for the work to proceed.

A second easement is for a temporary easement on a small portion of private property to perform stream bank stabilization and some in-stream habitat improvements. The landowner is willing to provide the temporary easement at no cost.

Should you have any questions regarding this matter please contact me at your earliest convenience. Thank you.

ARTICLE 8:

ARTICLE 8: Eversource Easement - Spring Lane/Jenney Pond Easement

To see if the Town will vote to authorize the Select Board to grant and convey to NStar Electric Company, d/b/a Eversource Energy, access and utility easements for the installation of a pad mount transformer and equipment, underground wires, underground transmission lines, underground cable and conduit together with lines for control, relay and communication purposes, or take any other action thereto.

DEPARTMENT OF ENERGY AND ENVIRONMENT

RECOMMENDATION: Approval (Unanimously, 12-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 8. Approval of this article will authorize access and utility easements to Eversource over, across, upon and under a portion of Town owned property located at 0 Summer Street (Spring Lane) in the Town of Plymouth, Massachusetts as shown on a plan dated 4/9/25, on file with the Town Clerk.

MEMO

To: Derek Brindisi, Town Manager
From: David Gould, Director of Energy and Environment
Re: **Backup to FATM – Spring Lane Eversource Easement**
Date: August 5, 2025

Please consider this memorandum as backup to the proposed Spring Lane Eversource easement. This work is part of the Jenney Pond Dam Repairs, Nature-Like Fishway and Trail Improvement Project. As part of the dam repair work the existing overhead utility pole and transformer are relocated outside of the flood zone and new electrical lines, handholds, pull boxes, etc. are installed to power the lights along Spring Lane. The easement provides Eversource with the legal ability to access the electrical equipment for installation and maintenance going forward since all of the land is town owned property.

**EASEMENT FOR ELECTRIC SERVICE
0 SUMMER STREET, PLYMOUTH
PAD MOUNT TRANSFORMER 8000/62, HANDHOLE 8000/62A & UG 8000
WO 20391963**

KNOW ALL MEN BY THESE PRESENTS, that:

TOWN OF PLYMOUTH, acting by and through its Select Board, having its principal place of business at 26 Court Street, Plymouth, Massachusetts 02360,

hereinafter referred to as the Grantor, for the nominal consideration of One Dollar (\$1.00), grants to

NSTAR ELECTRIC COMPANY, d/b/a Eversource Energy a Massachusetts corporation, having its principal place of business at 800 Boylston Street, Boston, Massachusetts 02199, its successors, assigns and licensees, hereinafter referred to as the Grantee,

with quitclaim covenants, the right and easements (as more particularly described below) for overhead lines for distribution of electricity, and lines for control, relay and communication purposes over, under, across and upon a certain parcel of land owned by Grantor (the "Premises") located at 0 Summer Street in Plymouth, Massachusetts.

The Premises are more particularly described in the Deed filed in the Plymouth County Registry of Deeds in Book 3589, Page 197.

The Premises are shown in The Town of Plymouth's January 1, 2025, Assessor as Parcel ID 019-000-000P-003.

The easement rights granted herein are more particularly described as the right, from time to time and within the Premises, to install, construct, reconstruct, alter, extend, operate, inspect, maintain, repair, replace and remove (a) utility poles and associated overhead wires, cables, insulators, fittings and fixtures, and all necessary cross-arms, guys, braces, foundations, anchors, and other supporting appurtenances deemed necessary by Grantee for the purposes specified above (b) underground wires, cables, conduit, insulators, fittings and fixtures, and other supporting appurtenances deemed necessary by Grantee for the purposes specified above; and (c) pedestals, concrete pads, transformers, manholes, cabinets, foundations, switchgear and apparatus cabinets with the necessary wires, cables, terminals, fixtures and appurtenances deemed necessary by Grantee for the purposes specified above (hereinafter (a) (b) and (c) are collectively referred to as "Equipment"), and (d) together with the right and easement to enter upon the Premises, including vehicular access for construction and maintenance purposes, as may be necessary from time to time for all of the foregoing purposes, utilizing existing paved ways and parking areas on the Premises to the extent practicable.

All Equipment shall be installed in conformance with Grantee's "Information & Requirements for Electric Service," as issued by Grantee from time to time. Any Equipment installed by the

Grantor shall be maintained by the Grantor, and if Grantor fails to repair or maintain such Equipment, Grantee reserves the right to do so at Grantor's sole cost and expense.

All Equipment shall be installed in locations mutually agreed upon by Grantor and Grantee, and shall initially be approximately as shown on a sketch dated 4/9/2025 which is attached hereto and incorporated herein as Exhibit A. To the extent that no location is determined in advance, the location of the easement shall be fixed by the actual installation of the Equipment, and, unless specified otherwise, shall be 15 feet in width, centered on the Equipment as installed.

Grantor may at any time, at its sole cost and expense, prepare and submit to Grantee for review and approval an "as built" plan of the Equipment in recordable form. Upon approval of such plan, and concurrently with the recording of such plan, the parties shall execute and record an amendment to this instrument, fixing the location of the easements granted hereunder to the locations and dimensions shown on such plan; provided, that Grantee shall have the right of access over the remainder of the Premises for all purposes contemplated by this agreement.

Grantor will not erect or permit any structures or obstructions which in the reasonable judgment of the Grantee might interfere with the safe operation and maintenance of the Equipment. Grantee shall have the right to cut down and keep trimmed all trees, bushes, underbrush and growth as the Grantee may from time to time deem reasonably necessary for the safe operation and maintenance of the Equipment.

All work by Grantor or Grantee under this Easement shall be done in a good and workmanlike manner by competent personnel or contractors, in conformity with all applicable permits, licenses, ordinances, laws and regulations, and free from any liens for labor or materials. The party performing the work shall be responsible for obtaining all applicable permits.

Except in the event of emergency, prior to commencing any work at the Premises, Grantee shall endeavor to provide Grantor with such notice as may be practicable under the circumstances, which may consist of telephone or other verbal notification.

The Grantee shall restore the surface of the Premises (by grading, paving or reseeding) wherever damaged by the Grantee by reason of its work as closely as reasonably practicable to the condition of such surface before such work.

In the conduct of all work, neither party shall unreasonably interfere with the business, operations or access of the other party, its employees, invitees or contractors, or any other person having an interest in the Premises.

Grantee shall have the right to connect the Equipment with its facilities located or which may be placed in private or public ways adjacent to the Premises. Grantee shall have the right to extend the lines from time to time, and the right to use the Equipment, to serve other customers of Grantee who may conveniently be served thereby.

Grantee shall indemnify, defend and hold harmless the Grantor, its successors and assigns, from and against any claim, cost, loss or liability incurred by Grantor for physical damage or injury

resulting from the negligence or willful misconduct of the Grantee, its employees, agents and contractors in the conduct of the work at the Premises pursuant to this easement. Nothing herein shall be construed to impose on the Grantee any liability for indirect, consequential, punitive or other special damages.

Grantor may request that Grantee relocate any of the Equipment installed by the Grantee to another location on the Premises acceptable to the Grantee. Such relocation shall be at the sole cost and expense of the Grantor.

Grantor shall have the right to use the Premises, and the right to grant to others the right to use the Premises, for all purposes that do not unreasonably interfere with the rights granted to the Grantee hereby.

All Equipment installed within the Premises pursuant to this easement shall remain the property of the Grantee and Grantee shall pay all taxes assessed thereon.

This easement is executed pursuant to, and shall be subject to, the Grantee's Terms and Conditions of Service, as filed with and approved by the Massachusetts Department of Public Utilities from time to time.

EXECUTED as an instrument under seal this _____ day of _____, 2025.

TOWN OF PLYMOUTH
By Its Select Board

Kevin B. Carty, Chair

David M. Golden, Jr., Vice Chair

Richard J. Quintal, Jr., Member

Deborah Iaquinto, Member

Bill J. Keohan, Member

LICENSE AGREEMENT

This LICENSE AGREEMENT (hereinafter "License") is executed this _____ day of _____, 2025 by and between THE TOWN OF PLYMOUTH acting by and through its Select Board, a Massachusetts municipal corporation, having its principal place of business at 26 Court Street, Plymouth, Massachusetts (hereinafter referred to as the "TOWN"), and NSTAR ELECTRIC COMPANY d/b/a Eversource Energy, a Massachusetts corporation having a principal place of business at 800 Boylston Street, Boston, Massachusetts 02110 ("LICENSEE").

The TOWN is owner of record of land situated at 0 Summer Street, Plymouth, Massachusetts, by virtue of Deeds recorded at the Plymouth County Registry of Deeds in Book 3589, Page 197, hereinafter referred to as the "License Premises."

The premises are more particularly shown The Town of Plymouth's January 1, 2025 Assessor Tax Map as Parcel 019-000-000P-003.

This license is for electric service facilities located at 0 Summer Road, Plymouth, Massachusetts, for upgrade of lightning and add EV Charging Station.

The TOWN hereby grants a right of entry and license to use the License Premises to LICENSEE, subject to the following terms and conditions:

I. USE, PURPOSE, TERM

The TOWN hereby grants LICENSEE a license to locate, relocate, erect, construct, install, operate, maintain, patrol, inspect, repair, replace, alter, change the location of, extend or remove poles, wires, conduit, transformers, manholes and handholes, together with service conductors and other necessary equipment and apparatus ("equipment"), along, upon, under, across and over that certain parcels of land for the transmission and/or distribution of electricity for light, heat, power, the distribution of intelligence by electricity, or other purpose, together with any and all necessary and proper equipment and fixtures (collectively, the "Facilities") necessary for the purposes specified above, as the LICENSEE may from time to time determine, along, upon, under, across and over the License Premises, as illustrated in the attached "Exhibit A". The type of equipment needed is to be determined by the LICENSEE. All improvements constructed on the License Premises pursuant to

this License shall be in accordance with the Plan, as agreed upon by the TOWN and the LICENSEE.

Entry and use are specifically, but not exclusively, granted to the LICENSEE, its contractors, agents, representatives, employees, invitees, and permittees, solely for the above-stated purposes and for all purposes and uses incidental to the purposes stated herein, within, along, under and across the License Premises. All improvements installed on the License Premises by the LICENSEE shall be and remain the LICENSEE's property.

Such entry and use by the LICENSEE, its contractors, agents, representatives, employees, invitees, permittees, and licensees, shall be exercised from the date of the execution of this License and shall continue until the TOWN and the LICENSEE have executed an Easement Agreement to allow for the continuation of the use authorized herein, unless sooner terminated in accordance with the provisions of Section VII below. Such entry and use shall be further limited by the provisions of Section VI. The LICENSEE expressly agrees to restore the Premises disturbed by the construction permitted under this License to its original condition, as nearly as possible, following completion of such construction activity. The LICENSEE further expressly agrees to restore the Premises to its original condition, as nearly as possible, upon the termination of the rights granted hereunder.

II. CONSIDERATION

The consideration for this License shall be a fee of \$1.00, the payment of all costs and expenses associated with the exercise of the rights granted hereunder, together with the observation and performance by the LICENSEE of all the obligations and covenants set forth herein.

III. INSURANCE

LICENSEE shall maintain, during the full term of this License and at its sole cost and expense, comprehensive public liability insurance, including coverage for bodily injury, wrongful death, and property damage, in amounts acceptable to the TOWN and sufficient to satisfy the obligations of LICENSEE under the terms of this License to indemnify, defend and hold harmless the TOWN.

LICENSEE shall provide the TOWN with a certificate of insurance showing compliance with the foregoing provisions and indicating that the TOWN is an additional insured. Failure to obtain and keep in force the required insurance, as evidenced by a certificate of insurance, shall automatically terminate this License and any rights granted herein. LICENSEE is permitted to satisfy the foregoing obligations through a program of self-insurance and shall provide a description thereof to the TOWN.

IV. INDEMNIFICATION

LICENSEE agrees, for itself and its successors and assigns, to indemnify, defend and hold harmless the Town, its agents, employees, successors or assigns, from and against any and all claims, demands, suits, actions, costs, and judgments whatsoever, including reasonable attorneys' fees, which may be imposed upon, incurred by, or asserted against the TOWN, its agents, employees, successors or assigns, by reason of, or in consequence of: 1) LICENSEE's work at the License Premises and exercise of rights under this License; 2) issuance or revocation of this License; 3) any failure on the part of LICENSEE to comply with any provision or term required to be performed or complied with by LICENSEE under this License. The obligations of this Section shall survive the expiration or termination of this License.

V. RISK OF LOSS

LICENSEE acknowledges and agrees that it accepts the License Premises in "AS IS" condition for the purpose of this License, and that the TOWN has made no representation or warranty regarding the fitness of the License Premises. LICENSEE agrees that it shall use and occupy the License Premises at its own risk, and the TOWN shall not be liable to LICENSEE for any injury or death to persons entering the License Premises pursuant to the License, or loss or damage to vehicles, equipment or other personal property of any nature whatsoever of LICENSEE, or of anyone claiming by or through LICENSEE, that are brought upon the License Premises pursuant to the License. The provisions of this Section shall survive the expiration or termination of this License.

VI. CONDUCT

During the exercise of the rights hereby granted, the LICENSEE shall at all times conduct itself so as not to unreasonably interfere with the operations of the TOWN, and observe and obey applicable federal, state, and local laws, statutes, ordinances, regulations and permitting or licensing requirements.

VII. TERMINATION and REVOCATION

This License may be revoked by the TOWN or terminated by LICENSEE, without liability or recourse to the other therefore, at any time and for any reason upon written notice given at least ninety (90) days prior to the termination date stated within said notice.

In the event that this License is terminated or revoked, LICENSEE shall, at its own expense, remove all its Facilities installed or constructed on the License Premises and restore the License Premises to its original condition as at the commencement of this License, as nearly as possible. This obligation shall survive the termination of this License.

VIII. RIGHTS OF THE TOWN TO ENTER

The TOWN reserves the right and the LICENSEE shall permit the TOWN to enter upon and use the License Premises at any time and for all purposes at the TOWN's sole discretion, provided that the TOWN does not unreasonably interfere with LICENSEE's use of the License Premises.

IX. MODIFICATIONS and AMENDMENTS

Modifications or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

X. NOTICE

For purposes of this License, the parties shall be deemed duly notified in accordance with the terms and provisions hereof, if written notices are mailed to the following addresses:

Town: Select Board
Town of Plymouth
Plymouth Town Hall
26 Court Street
Plymouth, MA 02360

Licensee: NSTAR Electric Company d/b/a Eversource Energy
800 Boylston Street, 17th Floor
Boston, MA 02110
Attn: Legal Department

These addresses are subject to change, and the parties hereto agree to inform each other of such changes as soon as practicable.

XI. NO ESTATE CREATED

This License shall not be construed as creating or vesting in the LICENSEE any estate in the License Premises, but only the limited right of possession as hereinabove stated.

XII. EXHIBITS and ATTACHMENTS

Any and all exhibits and attachments referenced herein or attached hereto, are duly incorporated within this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as a sealed instrument and signed in duplicate by their duly authorized representatives, on the date first indicated above.

TOWN OF PLYMOUTH

By Its Select Board

Date: _____

Kevin B. Canty, Chair

David M. Golden, Jr., Vice Chair

Richard J. Quintal, Jr., Member

Deborah Iaquinto, Member

Bill J. Keohan, Member

NSTAR ELECTRIC COMPANY (D/BA EVERSOURCE ENERGY)

Date: _____

Feuersanger, Theresa M

New 8000/62B
H2O Sec H-H

Eversource to install, own, & maintain:

- (re-stencil) existing secondary hand-hole 8000/60 as 8000/62C.
- 2 sets of 3-500kcmil Cu UG secondary cable new xfmr 8000/62 to new H-H 8000/62A. DL = 5'+/-ea.
- 1 set of 3-500kcmil Cu secondary cable from 8000/62A to 8000/62B (DL = 410'+/-) & from 8000/62A to 8000/62C (DL = 135'+/-).
- 3x4/0 AL UG secondary cable from 8000/62C to new 8000/62D. DL = 105'+/-.
- (make) secondary terminations at new pm xfmr & in secondary hand-holes (customer to provide terminations for hand-holes).

Eversource to cut & remove:

- existing UG secondary cable from secondary H-H 8000/62C to P965/1. DL = 25'+/-.
- 3X#2AL OH secondary service from P965/1 to #46 Summer St. L = 100'+/-.

SUMMER ST

see page 1 for conduit & page 2 for primary cable details.

Customer to install, own, & maintain:
UG Secondary service cable from 8000/62B to electrical cabinet & from 8000/62D
to #46 Summer St. DL's = ?

EVERSOURCE		Customer Name: Town of Plymouth	Service Address: Spring Lane	Circuit: 3-12-12	TLM #: 336280
Distribution Engineering – Customer Design		Electrician/Phone: Jose Pagen/203-230-9007	City/Town: Plymouth	Designer/Date:	
Work Order: 20391963		ES Customer Care Rep: Brian Mello	Work Center: Plymouth	Page: 3 of 3	SKETCH NOT TO SCALE
					N 

ARTICLE 9:

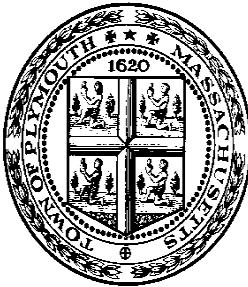
ARTICLE 9: Assessor/Assistant Assessor Certification Stipend

To see if the Town will vote to accept the provisions of G.L. Ch. 59 §21A, wherein an Assessor or Assistant Assessor who completes the necessary training and receives certification as a Massachusetts Municipal Assessor or Certified Assessment Evaluator is entitled to receive additional compensation in the amount of the 10% of the annual salary, up to a maximum of \$1,000 annually, or take any other action relative thereto.

DEPARTMENT OF FINANCE

RECOMMENDATION: Approval (Unanimously, 12-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 9. Approval of this article will accept the provisions of M.G.L. Ch. 59 §21A, and compensate an Assessor or Assistant Assessor who completes the necessary training and receives certification as a Massachusetts Municipal Assessor or Certified Assessment Evaluator. The additional compensation is 10% of the annual salary, up to a maximum of \$1,000 annually. The committee feels this is important for staff development and retention.



TOWN OF PLYMOUTH
ACCOUNTING & FINANCE DEPARTMENT
26 COURT STREET, PLYMOUTH, MA 02360
PHONE (508) 747-1620 EXTENSION 10177

TO: SELECT BOARD
 ADVISORY & FINANCE COMMITTEE
 TOWN MEETING MEMBERS

FROM: LYNNE A. BARRETT
 DEPARTMENT OF FINANCE

SUBJECT: ACCEPTANCE OF M.G.L. CH. 59 SECTION 21A
 MASSACHUSETTS CERTIFIED ASSESSOR OR CERTIFIED ASSESSMENT
 EVALUATOR

DATE: AUGUST 4, 2025

Please accept this request to reserve an article on the Fall Annual Town Meeting warrant:

“To see if the Town will vote to accept the provisions of Ch. 59 § 21A, an Assessor or Assistant Assessor who completes the necessary training and receives certification as a Massachusetts Municipal Assessor or Certified Assessment Evaluator is entitled to receive additional compensation in the amount of the 10% of the annual salary, up to a maximum of \$1,000 annually, or take any other action relative thereto.”

Please support me in the recommendation to accept this section of the law to provide additional compensation for the Director of Assessing or Assistant Assessor that has received their Massachusetts Municipal Assessor Certification or Certified Assessment Evaluator. I would like to request the acceptance of this section to be effective immediately after the town meeting. Please see pertinent section below:

Massachusetts General Law Chapter 59:

Section 21A: Additional compensation of assessors for courses of study

[Print Page](#) [« Prev](#) [Next »](#)

Section 21A. In any city or town which accepts this section, an assessor or assistant assessor who has completed the necessary courses of study and training and has been awarded a certificate by the International Association of Assessing Officers as a certified assessment evaluator or who has been awarded a certificate by the Association of Massachusetts Assessors as a certified Massachusetts assessor shall receive as compensation from such city or town, in addition to the regular compensation paid by such city or town for services in such office, an amount equal to ten per cent of such regular compensation; provided, however, that in no event shall such additional compensation exceed one thousand dollars annually, if such assessor or assistant assessor is employed on a full-time basis, or five hundred dollars, if such assessor or assistant assessor is employed on a part-time basis. An assessor who has been awarded both certificates referred to above shall receive such additional compensation for only one of such certificates. In order to qualify for such additional compensation, an assessor or assistant assessor shall submit proof that he has been awarded either or both of the aforesaid certificates to the mayor or the board of selectmen of such city or town. The additional compensation herein provided shall be prorated for any twelve month period in which an eligible person does not hold the office of assessor or assistant assessor for twelve consecutive months.

To encourage the education and certification of our existing staff and use as a recruitment tool for future employees, I believe strongly that the town should adopt this, like what we have done for the Treasurer / Collector.

Thank you for your support!

ARTICLE 10:

ARTICLE 10: Bylaw Recodification

To see if the Town will vote to renumber and recaption the 1999 General Bylaws of the Town and to adopt the Code of the Town of Plymouth, including the changes detailed in Schedule A and stylization of the text, including:

- (1) Standardizing references to the Massachusetts General Laws in the following format: MGL c. ___, § __;
- (2) Standard capitalization, including capitalization of “Town” when referring to the Town of Plymouth;
- (3) Standard citation of numbers;
- (4) Correction of spelling errors;

all as set forth in Schedule A and the document on file in the office of the Town Clerk entitled “Final Draft of the Town of Plymouth, Massachusetts,” dated August 2025, prepared by General Code, LLC, or to take any other action relative thereto.

TOWN CLERK

RECOMMENDATION: Approval (Unanimously, 12-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 10. Approval of this article will renumber and recaption the 1999 General Bylaws of the Town and adopt the Code of the Town of Plymouth as detailed in Schedule A, on file in the office of the Town Clerk entitled “Final Draft of the Town of Plymouth, Massachusetts,” dated July 2025, prepared by General Code, LLC.



TOWN OF PLYMOUTH

Town Clerk

26 Court Street
Plymouth, Massachusetts 02360
(508) 747-1620
www.plymouth-ma.gov

July 28, 2025

Silvio Genao
Assistant Town Manager

I would like to submit an article for the October Fall Town Meeting for approval of the codification for the Town of Plymouth's General Bylaws.

WARRANT ARTICLE LANGUAGE:

Article ___: To see if the Town will vote to renumber and recaption the 1999 General Bylaws of the Town and to adopt the Code of the Town of Plymouth, including the changes detailed in Schedule A and stylization of the text, including:

- (1) Standardizing references to the Massachusetts General Laws in the following format: MGL c. ___, § ___;
- (2) Standard capitalization, including capitalization of "Town" when referring to the Town of Plymouth;
- (3) Standard citation of numbers;
- (4) Correction of spelling errors;

all as set forth in Schedule A and the document on file in the office of the Town Clerk entitled "Final Draft of the Town of Plymouth, Massachusetts," dated July 2025, prepared by General Code, LLC, or to take any other action relative thereto.

Justification: In April 2023, Town Meeting approved the funds to codify the Town of Plymouth's Charter and General Bylaws. Since that time, the staff has worked with the vendor to update the General Bylaws to ensure they are still in compliance with State Law and are relevant. This review included all legislation of a general and permanent nature through present. The vendor provided an index; a redline document outlining the changes made to the General Bylaws and a disposition list to document the final disposition of all Code-relevant legislation. Attached is a redlined document of the changes made to the bylaw for Town Meeting.

Sincerely,

Kelly A. McElreath
Town Clerk

Specifically Repealed

Former Chapter 177, Town Property, Article I, Town Vehicles, referencing the identification of Town vehicles, is specifically repealed with the adoption of the 2025 Town Code.

General Changes

Throughout the General Bylaws:

- “Board of Selectmen” or “Selectmen” is changed to “Select Board.”
- “By-law” is changed to “bylaw.”

Chapter 1, General Provisions

Article II, Definitions; Penalties

1. Section 1-3 is amended as follows: *Any person who shall violate any provision of these bylaws, in cases not otherwise provided for herein or by law, shall pay a penalty not exceeding \$50 \$300 for each offense.*
2. Section 1-4B is amended as follows: *"Enforcing person," as used in this section, shall mean any police officer of the Town of Plymouth with respect to any offense and the Airport Manager and his or her their designees, Building Inspector and his or her Director of Inspectional Services and their designees, the members of the Conservation Commission and its designees, the Harbor Master and his or her their designees, the Health Director and his or her their designees, the Sealer of Weights and Measures and his or her their designees, Director of Public Works or their designee, Fire Chief or their designee, and such other officials as the Board of Selectmen Select Board may from time to time designate, each with respect to violation of bylaws and rules and regulations within their respective jurisdictions. If more than one official has jurisdiction in a given case, any such official may be an enforcing person with respect thereto.*
3. Section 1-5, Fine schedule, is amended as follows:

Section	Subject	Fine
§ 1-3	<i>General penalty for bylaw violations, each offense</i>	\$50
§ 110-6A	<i>False alarm service, per calendar year</i>	
	<i>First 3 offenses</i>	<i>No fine</i>
	<i>Fourth offense</i>	\$50
	<i>Fifth offense</i>	\$125
	<i>Subsequent offenses</i>	\$200
§ 110-6C	<i>Alarm systems, per calendar year</i>	\$20

Section	Subject	Fine
<u>§ 110-14</u>	<u>False fire alarms, per 12-month period:</u>	
	<u>1st through 3rd false alarm</u>	<u>No fine</u>
	<u>4th through 6th false alarm</u>	<u>\$50</u>
	<u>7th through 11th false alarm</u>	<u>\$100</u>
	<u>Each false alarm after 11th</u>	<u>\$200</u>
§ 115-2	<u>Alcoholic beverages, each offense</u>	<u>\$50</u>
<u>23-4B</u>	<u>Dog control</u>	
	<u>First offense</u>	<u>\$25</u>
	<u>Second offense</u>	<u>\$50</u>
	<u>Succeeding offense</u>	<u>\$75</u>
<u>23-7</u>	<u>Unlicensed dogs</u>	
<u>23-13</u>	<u>Kennel Licenses</u>	
	<u>First offense</u>	<u>\$50</u>
	<u>Second and subsequent offenses</u>	<u>\$75</u>
<u>23-14D</u>	<u>Canine waste removal, each offense</u>	<u>\$20</u>
<u>23-14A</u>	<u>Dogs Banned or Removed, each offense</u>	<u>\$50</u>
<u>§ 120-5</u>	<u>Allowing dog to roam at large:</u>	
	<u>First offense</u>	<u>\$50</u>
	<u>Second offense</u>	<u>\$100</u>
	<u>Third offense</u>	<u>\$300</u>
	<u>Fourth and subsequent offenses</u>	<u>\$500</u>
<u>§ 120-6</u>	<u>Violation of order to restrain nuisance or dangerous dog:</u>	
	<u>First offense</u>	<u>\$100</u>
	<u>Second offense</u>	<u>\$200</u>
	<u>Third and subsequent offenses</u>	<u>\$500</u>

Section	Subject	Fine
§ 120-14A	<i>Migratory waterfowl, each offense</i>	\$20
§ 120-24	<i>Keeping of wild animals, each offense</i>	\$100
<u>§ 129-5</u>	<u>Littering at Town beaches and parks</u>	<u>\$50</u>
	<u>Dumping at Town beaches and parks:</u>	
	<u>First offense</u>	<u>\$100</u>
	<u>Subsequent offenses</u>	<u>\$500</u>
§ 129-22	<i>Plymouth beaches, each offense</i>	\$100
§ 129-24B	<i>Swimming and bathing, each offense</i>	\$50
<u>§ 134-13</u>	<u>Bodywork violations:</u>	
	<u>First offense</u>	<u>\$100</u>
	<u>Second offense</u>	<u>\$200</u>
	<u>Third and subsequent offenses</u>	<u>\$300</u>
§ 142-1	<i>Disorderly conduct and obstruction by people, each offense</i>	\$100
§ 170-12A	<i>Harbor, each offense</i>	\$50
§ 175-1	<i>Hawkers, Peddlers and Transient Vendors, each offense</i>	\$50
<u>Chapter 180, Article II</u>	<u>Historic Preservation: Demolition Delay Bylaw</u>	<u>See § 180-11.</u>
§ 188-4	<i>Junk Collectors</i>	\$50
<u>§ 198-2</u>	<u>Loitering:</u>	
	<u>First violation</u>	<u>\$50</u>
	<u>Second violation</u>	<u>\$100</u>
	<u>Third and subsequent violations</u>	<u>\$300</u>
<u>§ 202-4</u>	<u>Licensing of marijuana establishments:</u>	
	<u>First violation</u>	<u>\$100</u>
	<u>Second violation</u>	<u>\$200</u>

Section	Subject	Fine
	<u>Third and subsequent violations</u>	<u>\$300</u>
§ 209-1	<i>Noise, each offense</i>	\$50
§ 209-2	<i>Persons present at location where noise originates</i>	\$50
<u>§ 209-3</u>	<u>Noise from commercial construction</u>	<u>\$300</u>
§ 215-2	<u>Riding bicycles, skateboards and similar devices in special event areas</u> <i>Bicycling, skateboarding, roller blading or skating in pedestrian area or area designated for special event</i>	\$50
<u>§ 220-13</u>	<u>Pawnbrokers:</u>	
	<u>First violation</u>	<u>\$100</u>
	<u>Second violation</u>	<u>\$200</u>
	<u>Third and subsequent violations</u>	<u>\$300</u>
<u>§ 225-4</u>	<u>Plastic bag ban</u>	
	<u>First offense</u>	<u>Written warning</u>
	<u>Second offense</u>	<u>\$50</u>
	<u>Third offense</u>	<u>\$100</u>
	<u>Subsequent offenses</u>	<u>\$200</u>
§ 230-8	<i>Ponds, each offense</i>	\$50
<u>§ 235-2</u>	<u>Property maintenance</u>	<u>\$300</u>
§ 250-2	<i>Sewer connection, each offense per day</i>	\$300
<u>154-3</u>	<u>Soil removal, each offense</u>	<u>\$100</u>
<u>§ 255-4</u>	<u>Smoking prohibitions and restrictions</u>	<u>\$100</u>
§ 260-2	<i>Dumping of waste materials on public or private land without a permit:</i>	
	<i>First Offense</i>	\$100
	<i>Second Offense</i>	\$200
	<i>Third Offense</i>	\$300

Section	Subject	Fine
<u>§ 265-7</u>	<u>Stormwater management</u>	
	<u>First violation</u>	<u>Warning</u>
	<u>Second violation</u>	<u>\$100</u>
	<u>Third and subsequent violations</u>	<u>\$300</u>
§ 310-8B	Water and hydrant usage violation, each	\$200
§ 310-15	Water supply emergency:	
	First offense	No fine
	Second offense	\$50
	Succeeding offense	\$100
§ 315-11D	Wetlands protection, each offense, daily	\$50

Chapter 5, Boards, Commissions and Committees

Article I, Advisory and Finance Committee

Section 5-8 is amended as follows: *The report of the Committee to the Annual Town Meeting shall be in print and shall contain a list of the regular annual departmental budget recommendations, subdivided to whatever extent seems advisable to the Committee for a vote by the Town, provided that salaries and personal personnel services shall be segregated from other expenses and that any contemplated outlay for departmental equipment in the amount of \$600 or more, but not meeting the definition of "capital projects and improvements" as defined in Chapter 10, Capital Improvements, § 10-2, of this Code, shall be set forth in a consolidated departmental equipment article and subject to a separate vote. Reports of the Committee ~~on~~^{to} all other Town Meetings shall be in such form as the Committee shall deem advisable. Such report of the Committee shall also contain the recommendations of the Committee on all other Town Meeting Warrant Articles.*

Article II, Council on Aging

1. Section 5-11 is amended as follows: *The Select Board shall appoint a Council on Aging for the purpose of coordinating or carrying out programs designed to meet the problems of the aging in cooperation with programs of the Department of Elder Affairs Aging and Independence established under MGL c. 19A, § 1.*
2. Section 5-12 is amended as follows: *The Board of Selectmen Select Board shall appoint the Council on Aging consisting of nine members serving staggered terms of three years. Upon acceptance of this chapter, the Board shall appoint three members for three years, three members for two years and three members for a one year term. Members may be reappointed for successive terms. The members of the Council shall serve without pay.*

3. Section 5-15 is amended as follows: *The Council shall prepare and submit an annual report of its activities to the Town and shall send a copy thereof to the Department of Elder Affairs Aging and Independence.*
4. Section 5-17 is added as follows: *The names, addresses, telephone numbers or other identifying information about elderly persons in the possession of the Council shall not be public records, but the use of these records shall comply with MGL c. 19A, §§ 14 to 24, inclusive, as a condition of receiving a government contract, program grant or other benefit, or as otherwise required by law.*

Article IV, Community Preservation Committee

1. Section 5-19, Subsection B, is amended as follows: *Initially, each member designated by the Conservation Commission, Historical Commission and Planning Board will serve a three year term, the members designated by the Housing Authority and the Board of Selectmen and one of the members appointed by the Board of Selectmen will serve a two year term, and the other three members appointed by the Board of Selectmen will serve a one year term, or until the member no longer serves in the position or on the Board or committee as set forth above, whichever is earlier. Thereafter, each Member of the Committee shall serve for ~~a term staggered terms~~ of three years or until the person no longer serves in the position or on the board or committee ~~as set forth above by which they were appointed~~, whichever is earlier.*
2. Section 5-20, Duties, Subsection A, is amended as follows: *The Community Preservation Committee shall study the needs, possibilities and resources of the Town regarding community preservation, including the consideration of regional projects for community preservation. The Committee shall consult with existing municipal boards, including the Conservation Commission, the Historical Commission, the Planning Board, the Department of Public Works, and the Housing Authority, or persons acting in those capacities or performing like duties, in conducting such studies. As part of its study, the Committee shall hold one annual public informational hearing, or more at its discretion, on the needs, possibilities and resources of the Town regarding community preservation possibilities and resources, notice of which shall be posted publicly and published for each of two weeks preceding a hearing in a newspaper of general circulation in the Town.*
3. Section 5-20, Subsection B, is amended as follows: *The Community Preservation Committee shall make recommendations to the Town Meeting for the acquisition, creation and preservation of open space, for the acquisition, ~~and~~ preservation, ~~rehabilitation and restoration~~ of historic resources, for the acquisition, creation, ~~and~~ preservation, ~~rehabilitation and restoration~~ of land for recreational use, for the ~~acquisition~~, creation, preservation and support of community housing and for ~~the~~ rehabilitation or restoration of such open space, ~~historic resources, land for recreational use~~ and community housing that is acquired or created as provided in this section: ~~provided, however, that funds expended shall not be used for maintenance~~. With respect to community housing, the Community Preservation Committee shall recommend, wherever possible, the reuse of existing buildings or construction of new buildings on previously developed sites. ~~With respect to recreational use, the acquisition of artificial turf for athletic fields shall be prohibited.~~*
4. Section 5-20 is amended to add the following Subsection E: *The Community Preservation Committee may recommend and Town may approve appropriations from the fund to acquire land, or real property interests therein, held for railroad purposes to be used by the Town for recreational use as a rail trail as defined in MGL c. 82, § 35A. Notwithstanding Subsection (a) of MGL c. 44B, §§ 12, land, or real property interests therein, acquired pursuant to this subsection shall remain subject to any property interest, including restrictions or reversionary interests, required to be held by the grantor or the United*

States pursuant to the federal National Trails System Act of 1968, as amended. Notwithstanding the definition of "real property interest" in MGL c. 44B, § 2, land, or real property interests therein, acquired pursuant to this subsection shall be considered a real property interest for purposes of this chapter, and a conservation restriction that meets the requirements of MGL c. 184, §§ 31 to 33, inclusive, shall be required.

5. Section 5-21 is amended as follows: *The Community Preservation Committee shall comply with the provisions of the Open Meeting Law, ~~G.L. c.39, § 23B~~ MGL c. 30A, §§ 18 through 25. The Committee shall not meet or conduct business without the presence of a majority of the members of the Community Preservation Committee. The Community Preservation Committee shall approve its actions by majority vote. Recommendations to the Town Meeting shall include the Committee's anticipated costs.*

Chapter 10, Capital Improvements

Section 10-1, Subsection B, is amended as follows: *Said Committee shall be composed of seven ~~citizens~~ registered voters of the Town. . . .*

Chapter 18, Eminent Domain Takings

Section 18-2, Subsection A(5), is amended as follows: *Lot identification. Such plot plan or map shall show every lot in the taking area covered by such plot or map, without omissions or additions, and to that end the Assessor's Maps may be used, corrected if necessary, as a basis.*

Chapter 24, Financial Affairs

Article I, General Provisions

1. Original § 71-8 of the 1999 Code, Reports on articles that required funding and appropriations, is repealed.
2. Section 24-2 is amended as follows:

The ~~Board of Selectmen~~ Select Board is authorized to sell property taken by the Town under tax title procedure, provided that the ~~Selectmen~~ Select Board or whomsoever they may authorize to hold such public auction may reject any bid which they deem inadequate.

A. Such sales shall be held only after first giving notice of the time and place by posting such notice of sale and listing of property or parcels in at least ~~three~~-two convenient and public places and by publication posting of such notice and listing ~~in at least one weekly issue of the newspaper published in Plymouth~~ on the Town of Plymouth's website two weeks before such sale.

B. This section shall not be construed to prevent the Town from disposing of such property under MGL c. 40, § 3, or in any other manner authorized by law. ~~(Note: Under Article 55 of the Annual Town Meeting of 1972 it was voted that there be no disposition of Town owned tax title land until action is taken at a subsequent Town Meeting with respect to the recommendations of the Land Use Study Committee.)~~

3. Section 24-3 is amended as follows: *The Board of Selectmen Select Board is authorized to sell and otherwise dispose of any equipment or material in the hands of any department which is deemed by said department to be obsolete and/or of no further use by the Town. The Selectmen Select Board shall determine if the equipment or material is of sufficient value to sell. No sale or disposition of such equipment or material of sufficient value to sell shall be made until after posting of notices in ~~three~~~~two~~ public places, together with one publication ~~in a newspaper published in Plymouth on the Town of Plymouth website~~, of the time and place of such sale with a descriptive listing of articles involved at least two weeks prior thereto. A public hearing may be held preceding such sale or disposition. The Selectmen Select Board may reject any bid which they deem inadequate.*
4. Section 24-4, Subsection A, is amended as follows: *All contracts entered into by the Town or any department thereof involving ~~the expenditure of \$1,000 or more amounts that require a procurement process as designated by state procurement law~~ shall, prior to execution, be presented to the Town Counsel for approval as to form and legality.*
5. Section 24-6 is amended as follows: *The heads of all departments and other offices of the Town authorized by the law to expend money shall submit to the Town ~~Accountant Manager or designee~~, no later than 120 days prior to the scheduled date of the Annual Town Meeting, detailed estimates of the amounts necessary for the proper maintenance of the departments under their jurisdiction for the ensuing year, with explanatory statements as to any changes from the amounts appropriated for the same purposes in the preceding year, and an estimate of amounts necessary for outlays or permanent improvements.*

Article II, Departmental Revolving Funds

6. Section 24-10, Subsection C, is amended as follows: *The total amount spent during a fiscal year shall not exceed the amount authorized by Town meeting on or before July 1 of that fiscal year, or any increased amount of that authorization that is later approved during that fiscal year by the Select Board and ~~Advisory and~~ Finance Committee.*
7. Section 24-13, Subsection E, is amended as follows: *The fiscal years each fund shall operate under this bylaw ~~ordinance~~.*
8. The table of revolving funds in § 24-13 is amended as follows:

A Revolving Fund	B Department, Board, Committee, Agency or Officer Authorized to Spend from Fund	C Fees, Charges or Other Receipts Credited to Fund	D Program or Activity Expenses Payable from Fund	E Fiscal Years
Plymouth Beach Fund	Director of Energy and Environment Director of Marine and Environmental Affairs	Those identified as 75% of nonresident parking receipts at Plymouth Beach, in addition to 100% of Plymouth Long Beach 4x4 sticker fees	This fund shall be used for salaries and benefits of full-time staff, part-time salaries of seasonal NROs, police details, and for capital expenses and other expenses incurred for the purposes of providing maintenance and public safety of Plymouth Long Beach and repairs to the seawall.	Fiscal Year 2019 and subsequent years

Chapter 50, Town Meeting

1. Original § 173-6, Attendance record, and § 173-11, Number of Town Meeting members; terms of office, of the 1999 Code, are repealed.
2. Section 50-1 is amended as follows:

§ 50-1. *Ballot voting Calculation of votes.*

A. The Town Meeting shall always operate in open session. Secret ballots shall be used on any questions only by a two-thirds vote of those present and voting. (Contained in the Town Charter.)

B. The Moderator may take all votes requiring a two-thirds majority in the same manner in which he or she conducts the taking of a vote when a majority is required.

3. Section 50-3 is amended as follows: *The Town Meeting shall meet annually on the first Saturday in April and at such other times as may be determined by vote of the Town Meeting. The regular election for all Town offices shall be by official ballot held on the third Saturday in May of each year. (Contained in the Town Charter.) in accordance with the Town Charter.* The Fall Annual Town Meeting shall convene on the third Saturday in October; provided, however, that the *Board of Selectmen Select Board* may, consistent with MGL c. 39, § 9, delay the date of said Fall Annual Town Meeting to a date no later than November 30.
4. Section 50-5 is amended as follows: *At any Annual or Special Town Meeting, a recess shall be called within every two-hour period of a session.*
5. Section 50-7 is amended as follows: *A copy of the Town Charter, Town of Plymouth Bylaws and any specific rules and regulations that pertain to Town Meeting and adopted by the Town of Plymouth shall be mailed by the Town Clerk to available on the Town of Plymouth's website for review by every newly elected Town Meeting member with the notice of his or her election.*
6. Section 50-9 is amended as follows: *Notice of the time and place at which any adjourned session of a Town Meeting is to be held shall be posted on the public notice bulletin board at the Town Office Building by 9:30 a.m. of Town of Plymouth's website on or before the day of the adjourned meeting.*
7. Section 50-10, Subsection A, is amended as follows: *Voting process. The Moderator shall take all votes by voice, raising of hands or use of an electronic tally and display system, except as may otherwise be voted by Town Meeting under § 50-1.*

Chapter 55, Town Property

Article I, Inventory

Section 55-1 is amended as follows: *The heads of all departments Town Manager or their designee, exclusive of schools, shall compile and maintain a current inventory of all Town property to be determined by the Selectmen Select Board under their control, said inventory to be audited at the end of each fiscal year by the Board of Selectmen Select Board or its designees.*

Chapter 110, Alarm Systems

1. In § 110-1, Definitions, is amended to change “BURGLAR ALARM SYSTEM” to “BURGLAR ALARM SYSTEM or ALARM SYSTEM.”
2. Section 110-2 is amended as follows: *Every alarm user shall submit to the Police Chief the names and telephone numbers of at least two other persons who are authorized to respond to an emergency signal transmitted by an alarm system and who can open the premises wherein the alarm system is installed. It shall be incumbent upon the owner of said premises to immediately notify the Plymouth Police Department of any changes in the list of authorized ~~employees~~persons so named in the business listing to respond to alarms.*
3. Section 110-6, Violations and penalties per calendar year, Subsection C, is amended as follows: *Any user, owner or installer found to be in violation of any provision of this ~~chapter~~article for which no other penalty is specified shall be punished by a fine of no less than \$20.*
4. Section 110-6 is amended to add a new Subsection D: *This article may be enforced by any available means in law or equity, including but not limited to enforcement by noncriminal disposition pursuant to MGL c. 40, § 21D, and §§ 1-4 and 1-5 of the Town Code.*
5. Section 110-11 is amended as follows: *Any alarm system emitting a continuous and uninterrupted ~~exterior~~ signal for more than 15 minutes, after the arrival of the Fire Department, ~~which signal and~~ has been determined to be a false alarm, which cannot be shut off or otherwise curtailed due to the absence or unavailability of the alarm user or those persons designated by him or her under § 110-9 of this article and which disturbs the peace, comfort or repose of a community, a neighborhood or a considerable number of inhabitants of the area where the alarm system is located shall constitute a public nuisance.*
6. Section 110-12 is amended as follows: *No alarm system which is designed to transmit emergency messages or signals of fire ~~alarm~~ system activation to the Fire Department will be tested until the Fire Dispatcher has been notified.*
7. Section 110-13 is amended as follows:
 - A. *All fire ~~warning~~alarm systems which are designed to transmit emergency messages or signals of fire ~~alarm~~ system activation to the Fire Department will be of a type approved by the Fire Chief.*
 - B. *Restrictions on tape dialers and similar automatic telephone devices. No fire alarm system shall be equipped with a tape dialer or similar automatic telephone device which will transmit an alarm message to any telephone lines of the Plymouth Fire Department. If a fire alarm system is equipped with such a tape dialer or similar automatic telephone device, the fire alarm system owner shall have 60 days to disconnect such tape dialer or similar automatic telephone device. If a fire alarm system owner fails to comply with this section, the Fire Chief may assess a fine of no less than \$50.*
8. Section 110-14 is amended to add a new Subsection D: *This article may be enforced by any available means in law or equity, including but not limited to enforcement by noncriminal disposition pursuant to MGL c. 40, § 21D, and §§ 1-4 and 1-5 of the Town Code.*
9. Section 110-15 is amended as follows: *Any fire alarm system owner who is aggrieved by an action taken by the Fire Chief under this bylaw may, within 10 days of such action, file an appeal, in writing, to the*

~~Assistant Town Manager who serves as the Municipal Hearings Appeals Officer (the Appeals Officer).~~
After notice, the Municipal Appeals Officer shall hold a hearing, after which it shall issue a decision in which it affirms, annuls or modifies the action taken by the Fire Chief, giving its reasons ~~thereof~~ therefor. The Municipal Appeals Officer shall send ~~her/his its~~ decision to the owner by first class mail with 10 days after the hearing. The decision of the Municipal Appeals Officer shall be a final administrative decision.

Chapter 115, Alcoholic Beverages

Section 115-2 is amended as follows: *Any person violating this chapter shall be fined not more than \$50 for each offense. This chapter may be enforced by any available means in law or equity, including but not limited to enforcement by noncriminal disposition pursuant to MGL c. 40, § 21D, and §§ 1-4 and 1-5 of the Town Code.*

Chapter 120, Animals

Article I, Dog Control

1. Section 120-8, Subsection A, is amended as follows: *All dogs over the age of six months or over must be licensed and tagged. The registering, numbering, and licensing of dogs, if kept in the Town of Plymouth, shall be conducted in the office of the Town Clerk.*
2. Section 120-10 is amended as follows:

§ 120-10. Enforcement and penalties.

A. Allowing dog to roam at large.

(1) In addition to the remedy of impoundment as set forth therein, § 120-5 of this bylaw may be enforced by the Animal Control Officer or any police officer of the Town through any means available in law or equity, including but not limited to criminal indictment in accordance with MGL c. 40, § 21, and noncriminal disposition in accordance with MGL c. 40, § 21D, and § 1-5, Noncriminal disposition, of this Code. When enforced in accordance with MGL c. 40, § 21, the maximum penalty shall be \$300 and each day a violation exists shall constitute a separate violation.

(2) When enforced through noncriminal disposition, the penalties shall be as follows:

- (a) First offense: fine of \$50.*
- (b) Second offense: fine of \$100.*
- (c) Third offense: fine of \$300.*
- (d) Fourth and subsequent offense: fine of \$500.*

(23) For purposes of enforcement through noncriminal disposition, any violation of the provisions of this bylaw occurring more than 12 months after a first offense shall constitute a new and separate violation.

B. Violation of order to restrain nuisance or dangerous dog.

(1) In addition to the remedies set forth therein, § 120-6 of this bylaw may be enforced by the Animal Control Officer or any police officer of the Town through any means available in law or equity, including but not limited to criminal indictment in accordance with MGL c. 140, § 157A, as may be amended from time to time, and noncriminal disposition in accordance with MGL c. 40, § 21D, and § 1-5, Noncriminal disposition, of this Code. When enforced in accordance with MGL c. 140, § 157A, an owner or keeper of a dog who fails to comply with an order of the Selectmen or District Court shall be punished, for a first offense, by a fine of not more than \$500 or imprisonment for not more than 60 days in a jail or house of correction, or both, and for a second or subsequent offense by a fine of not more than \$1,000 or imprisonment for not more than 90 days in a jail or house of correction.

(2) ~~When enforced through noncriminal disposition, the penalties shall be as follows:~~

(a) ~~First offense: \$100 fine.~~

(b) ~~Second offense: \$200 fine.~~

(c) ~~Third and subsequent offense: \$500 fine.~~

(32) For purposes of enforcement through noncriminal disposition, any violation of the provisions of this bylaw occurring more than 12 months after a first offense shall constitute a new and separate violation. The Animal Control Officer or any Town of Plymouth police officer shall seize and impound any dangerous dog found outside of its enclosure in violation of this bylaw or any order issued by the Animal Control Officer, the Select Board or the Court.

C. Other. The Plymouth Select Board may enforce this bylaw or enjoin violations thereof through any lawful process, and the election of one remedy by the Select Board shall not preclude enforcement through any other lawful means.

Article II, Horses, Cattle and Swine

Section 120-12 is amended as follows: No horse or other grazing cattle or swine shall be suffered to run at large within the ~~principal inhabited parts of this~~ Town limits or to remain or loiter by the roadside or the roadside of any railroad corporation, or to feed upon or root up the herbage therein, either with or without a keeper, and no person shall voluntarily permit the same to go upon any sidewalk, harnessed or unharnessed.

Article III, Migratory Waterfowl

1. Section 120-14, Violations and penalties; enforcement, is amended to add the following Subsection C:
This article may be enforced by any available means in law or equity, including but not limited to enforcement by noncriminal disposition pursuant to MGL c. 40, § 21D, and §§ 1-4 and 1-5 of the Town Code.
2. Original § 23-18, Copies to state officers, of the 1999 Code, is repealed.

Article IV, Wild Animals

1. Section 120-17, Definitions, is amended to:
 - a. Revise the definition of “DANGEROUS ANIMALS” as follows: *Includes any wild mammal, reptile or fowl of a species which is not naturally tame or gentle but is of a wild nature or disposition and which, because of its size, breeding, vicious nature or other characteristics, would constitute a danger or threat to human life or property if it is not kept or maintained in a safe manner or in secure quarters. The term “dangerous animal” includes any domestic mammal, reptile or fowl which, because of its size, breeding or vicious propensity or other characteristics, would constitute a danger to human life or property if it is not kept or maintained in a safe manner or in secure quarters.*
 - b. Delete the definition of “DANGEROUS DOMESTICATED ANIMAL.”
2. Section 120-24, Violations and penalties, is amended as follows: *Any person, corporation or otherwise violating any provision of this article shall be fined not less than \$100 and not more than \$300 for each offense, with each day during which a violation occurs or continues deemed to be a separate offense. Unless otherwise provided herein, the fine for each offense under noncriminal disposition shall be \$100. This article may be enforced by noncriminal disposition pursuant to MGL c. 40, § 21D, and §§ 1-4 and 1-5 of the Town Code.*

Chapter 129, Beaches and Parks

1. Section 129-2 is amended as follows: *No motorcycles, minibikes or minicars or all-terrain vehicles shall be allowed on any public beach or in any park at any time except on designated travelways set maintained and monitored by the Energy and Environmental Department, Parks and Forestry Division, and Police Department. by the Park Department.* No horses shall be allowed on any public beach or in any public park picnic area between Memorial Day and Labor Day.
2. Section 129-5, Dumping and littering, is amended to add a new Subsection C: *This section may be enforced by any available means in law or equity, including but not limited to enforcement by noncriminal disposition pursuant to MGL c. 40, § 21D, and §§ 1-4 and 1-5 of the Town Code.*
3. Section 129-10 is amended as follows: *Overnight camping within any Town beach or park is prohibited without a permit issued by the Parks Division, based on policies approved by the Board of Selectmen Select Board.* Overnight camping on Plymouth Long Beach shall be restricted to Plymouth residents and Plymouth taxpayers and their guests, but only by a permit issued by the Parks Division Energy and Environmental Department based on policies approved by the Board of Selectmen Select Board.
4. Section 129-13 is amended as follows: *No open fires (fires not contained in grills, hibachis or similar devices) will be allowed on any public beach or park without permits from both the Park Division Energy and Environmental Department and Plymouth Fire Department.* No open fires will be allowed on a private beach unless the consent of the landowner is documented to the satisfaction of and without permit issued by the Fire Department.
5. Section 129-22 is amended to add a new Subsection D: *This section may be enforced by any available means in law or equity, including but not limited to enforcement by noncriminal disposition pursuant to MGL c. 40, § 21D, and §§ 1-4 and 1-5 of the Town Code.*

Chapter 134, Bodywork

1. Section 134-8, Subsection O, is amended as follows: *Conducting of bodywork therapy shall be limited between to the hours of between 7:00 a.m. and 10:00 p.m.*
2. Section 134-9, Subsection A, is amended as follows: *The purpose of inspections is to verify the compliance of this by-law with this bylaw.*
3. Section 132-12, Subsection F, is amended as follows: *All criminal acts or violations of G.L. the General Laws will be enforced by the Plymouth Police Department. In addition, the Plymouth Police Department or Plymouth Health Department may issue fines per this ordinance bylaw on top of penalties assessed assessed by the appropriate criminal court.*
4. Section 134-13, Subsection B, is amended as follows: *Enforcement via noncriminal disposition, in accordance with M.G.L. c. 40, section 21D, shall be punishable by a fine of \$100 for a first offense, \$200 for a second offense, and \$300 for a third or subsequent offense. This chapter may be enforced by any available means in law or equity, including but not limited to enforcement by noncriminal disposition pursuant to MGL c. 40, § 21D, and §§ 1-4 and 1-5 of the Town Code.*

Chapter 137, Buildings and Building Construction

Article I, Demolition of Industrial Buildings

Section 137-1 is amended as follows: *The purpose of this bylaw is to review demolition activities related to large-scale industrial buildings that are of such scale that special conditioning may be necessary in order to avoid possible objectionable negative effects (such as heavy equipment noise, vibration, dust or vehicular traffic) to Town ways, abutting properties, the environment and the Town in general.*

Chapter 142, Disorderly Conduct

1. Section 142-1, Subsection B, is amended as follows:
 - A. It shall be unlawful for a person to conduct himself or herself in a disorderly manner.*
 - B. A person shall be guilty of conducting himself or herself in a disorderly manner if, with intent to cause public inconvenience, annoyance or alarm or recklessly creating a risk therefor thereof, he or she:*
 - (1) Engages in fighting or in violent, tumultuous or threatening behavior; or*
 - (2) Obstructs vehicular or pedestrian traffic.*
2. Section 142-2 is amended as follows: *Whoever violates this section shall be liable to a penalty of \$100 for each violation. This bylaw may be enforced by any available means in law or equity, including but not limited to enforcement by noncriminal disposition pursuant to MGL c. 40, § 21D, and §§ 1-4 and 1-5 of the Town Code.*

Chapter 151, Fees

Article II, Sealer of Weights and Measures

Section 151-2 is amended as follows:

<i>Device/Description</i>	<i>Ply - 05</i>
<i>Scales and Balances</i>	
Scale capacity over 10,000 lbs.	\$200 <ins>\$250</ins>
Scale capacity 5,000 - 10,000 lbs.	\$100 <ins>\$200</ins>
Scale capacity 100 - 5,000 lbs.	\$75 <ins>\$150</ins>
Scale capacity - less than 100 lbs.	\$30 <ins>\$35</ins>
Apothecary scale	\$25 <ins>\$50</ins>
Apothecary (each)	\$5 <ins>\$2</ins>
Avoirdupois (each)	\$5 <ins>\$2</ins>
Metric (each)	\$5 <ins>\$2</ins>
Troy (each)	\$5 <ins>\$2</ins>
<i>Liquid Measuring Meters</i>	
Liquid measures (misc. non meter)	\$25
Lubricant meter (less 1/2 inch) grease/oil	\$25
Liquid measure (1/2 "ful") gasoline meter	\$30 <ins>\$40</ins>
Vehicle tank pump - meter	\$100 <ins>\$150</ins>
Vehicle tank gravity - meter	\$100 <ins>\$150</ins>
Bulk storage tank - meter	\$100 <ins>\$150</ins>
*Mechanical pumps - each stop n/a	
<i>Other Devices</i>	
Rope/wire/chain measurements	\$25
Fabric measurements and yard stick	\$25
Counting device	\$100
Scanner(s)/price verification	\$75/\$150/\$250

Chapter 156, Fire Prevention and Protection

Article I, Fire Lanes

1. Section 156-1, Subsection A, is amended as follows: *Under the authority of MGL c. 148, §§ 10 and 28, and 527 CMR, the Board of Fire Prevention Regulations, sections 1 and 10.03:* the Fire Chief or his designated representative is authorized to establish fire lanes to be located on private and public property devoted to or used in whole or part by the public in the Town of Plymouth, or on such other property where the establishment of fire lanes shall be determined by the Fire Chief to be necessary to allow access of fire apparatus or emergency equipment for the protection of public safety.
2. Section 156-4 is amended as follows: *The Fire Chief or his designated representative shall give written notice of the establishment of a fire lane to the owner of the property which is the subject of such establishment and direct the owner to post fire lanes at the owner's expense. The property owner shall erect post fire lanes as established in accordance with § 156-3 within 60 days of the giving of the notice of such establishment. The signs shall be erected at the location established and shall conform to the specifications designated by the Fire Chief.*
3. Section 156-6 is amended as follows:
 - A. *Fines for violations of* § 156-4. Whoever violates § 156-4 of this bylaw shall be liable to a fine of not more than \$50 for each offense. Each day that any violation continues shall constitute and be a separate offense.
 - B. *Fines for violations of* § 156-5. Whoever violates § 156-5 of ~~the By law this bylaw~~ shall be liable to a fine established in accordance with the provisions of ~~Section 204 1/2 of Chapter 90 of the Massachusetts General Laws MGL c. 90, § 20A 1/2~~. Fire Department and Police Department personnel are hereby authorized to cause motor vehicles which are parked in violation of § 156-5 to be towed or otherwise removed pursuant to the provisions of ~~Section 120D of Chapter 255 of the Massachusetts General Laws MGL c. 40, § 22D~~.

Article II, Fire Codes

Section 156-7 is amended as follows:

§ 156-7. Applicable codes.

The following specialized fire codes published by the National Fire Protection Association, as such codes may be amended from time to time, shall be applicable in the Town of Plymouth:

- A. NFPA 140, "Standard on Motion Picture and Television Production Studio Soundstages, Approved Production Facilities and Production Locations," ~~2008 or~~ most recent edition.
- B. NFPA 160, "Standard for the Use of Flame Effects Before an Audience," ~~2006 or~~ most recent edition.

Chapter 163, Graffiti and Litter

1. Section 163-3, Subsection A, is amended as follows: *Duty. People may report the discovery of graffiti anytime by calling contacting the Office of Community Development (508 747 1620 X148). Removal of graffiti from public property is the responsibility of the Town. Removal of graffiti from private property is the responsibility of the owner. Notwithstanding the foregoing, however, the perpetrator shall remain*

~~liable under § 52-3.~~ Upon receipt of notification of the existence of graffiti on public property or private property, the Office of Community Development is authorized to forward to the Police Chief a copy of the completed "Initial Graffiti Removal Request- Site Information" form for purposes of potential criminal proceedings against the perpetrator.

2. Section 163-3, Subsection C(2), is amended as follows: *Assessed cost graffiti removal. If the Agreement and Release form is not signed and returned by the owner within said 30 days, and if the graffiti has not been removed by said date, the Office of Community Development is authorized to so advise the Town Manager or his designee, who is thereupon authorized to notify the owner by certified mail and by first class mail that if the Agreement and Release is not signed and returned by the owner within 15 days, and if the graffiti has not been removed by said date, the Town Manager or his designee is thereupon authorized to assess to the owner an initial fine of \$250-\$300 and additional fines of \$100-\$300 per month until the graffiti has been removed. Said fines include interest at the rate of 8% per annum from the date said fines were assessed.*

Chapter 170, Harbor

1. Section 170-1, Definitions, is amended as follows:

MOORINGS –

A. The place where buoyant vessels are secured, other than a pier.

B. The equipment and/or process used to secure a vessel, other than by anchoring, consisting of a ~~block of anchor placed on cement block, steel weight, or mooring auger or anchor placed on, or affixed to, the~~ bed of a body of water, to which is affixed ~~a buoy or float, to which is affixed a pennant mooring tackle consisting of chain or mooring rope attached to a buoy or float, to which is affixed a mooring line pennant.~~

MOTORBOAT -- Any vessel propelled by machinery, whether or not such machinery is the principal source of propulsion, but not a vessel which has a valid marine document issued by the Bureau of Customs of the United States Government or any federal agency successor thereto.

PERSONAL WATERCRAFT -- A vessel propelled by a water jet pump or other machinery as its primary source of motor propulsion which is designed to be operated by a person sitting, standing or kneeling on the vessel rather than being operated in the conventional manner by a person sitting or standing inside the vessel.

2. Section 170-2, Subsection A, is amended as follows: ~~Y~~All vessel operators are responsible for ~~your~~their wake at all times when operating within Plymouth Harbor and for all damage to public or private property which may be caused by the vessel operator's excessive wake ~~coming from your vessel~~.
3. Section 170-8, Fees, is amended as follows:

A. Commercial interests, party boats, fishing boats, associations or companies using the Town pier for permanent moorings, float access or gangways will pay an annual fee ~~fairly determined by the Board of Selectmen~~ set by the Select Board.

B. All persons tying tenders at the Town pier shall be charged an annual fee ~~to be fairly determined by the Board of Selectmen~~ set by the Select Board.

4. Section 170-11, Subsection B, is amended as follows: *Owners with defective moorings shall be allowed seven days after receiving notice from the Harbormaster to correct defective conditions. If the defect is not corrected after this time, the owner will be subject to a penalty in conformance as set forth in § 170-12 of this chapter.*
5. Section 170-12, Subsection A, is amended as follows: *A fine not to exceed \$50 may be imposed for offense infractions of or disobedience of to this chapter when state or federal penalties do not apply. Each day that any violation continues shall constitute and be a separate offense. This chapter may be enforced by any available means in law or equity, including but not limited to enforcement by noncriminal disposition pursuant to MGL c. 40, § 21D, and §§ 1-4 and 1-5 of the Town Code.*

Chapter 175, Hawkers, Peddlers and Transient Vendors

1. A new definitions section is added to this chapter as follows:

§ 175-1. Definitions.

The terms used in this chapter shall be as defined in MGL c. 101, Transient Vendors, Hawkers and Peddlers.

2. Section 175-2, License required, is amended as follows:

A. All hawkers and peddlers of meats, butter, cheese, fish or fresh fruits and vegetables in this Town shall be licensed by the Selectmen Select Board, unless otherwise duly licensed by the Director Commissioner of Standards in the Executive Office of Consumer Affairs and Business Regulation or exempt by law.

B. No person, whether hawker, peddler or transient vendor, shall sell, barter, carry for sale or barter or expose therefor any goods, wares or merchandise, the sale of which is licensed by the Director Commissioner of Standards, unless such person shall have been so licensed.

C. Whoever violates this section shall be liable to a penalty of \$50 for each offense. This section may be enforced by any available means in law or equity, including but not limited to enforcement by noncriminal disposition pursuant to MGL c. 40, § 21D, and §§ 1-4 and 1-5 of the Town Code.

Chapter 180, Historic District and Historic Preservation

Article I, Historic District

1. Section 180-3, Historic District Commission, is amended as follows:

A. There is hereby established the Plymouth Historic District Commission, which shall consist of seven members, including one member from two nominees submitted by the Society for the Preservation of New England Antiquities Historic New England, one member from two nominees submitted by the Chapter of the American Institute of Architects covering the Town of Plymouth, one member from two nominees of the Board of Realtors, one property owner resident in the Plymouth Historic District, two registered voters of the Town of Plymouth and one Town of Plymouth resident interested in the preservation and protection of places of significance in the history of the Town of Plymouth. The Board of Selectmen Select Board shall appoint two alternate members to the Commission. In the case of the absence, inability to act or unwillingness to act because of a conflict of interest on the part of a member of the Commission,

his/her place shall be taken by an alternate member designated by the Chairman of the Historic District Commission. Said alternate members shall be appointed initially for two-year and three-year terms, with subsequent terms to be for three years.

B. All members shall be appointed by the ~~Board of Selectmen for Select Board~~ of the Town of Plymouth.

C. If within 30 days after submission of a written request for nominees to any of the organizations herein named no such nominations have been made, the ~~Selectmen-Select Board~~ may proceed to make their appointments without nominations by such organization.

D. Wherever possible, all members shall be ~~citizens registered voters~~ of the Town of Plymouth.

E. Each term shall be for three years, ~~except for the terms for the original members, which shall be as follows:~~

(1) ~~New England Antiquities nominee: three years.~~

(2) ~~American Institute of Architects nominee: three years.~~

(3) ~~Board of Realtors nominee: two years.~~

(4) ~~Resident property owner: two years.~~

(5) ~~Interested Plymouth resident: one year.~~

(6) ~~One registered voter of Plymouth for two years, and one registered voter of Plymouth for three years.~~

F. In the event that an appointment is made without nominations as aforesaid, the term of the member appointed shall be the same as if nominations had been made.

2. Section 180-4, Powers and duties of Commission, is amended as follows:

- a. The following text is deleted: ~~The Commission shall have the powers and duties of an Historical Commission as provided in MGL c. 40, § 8D.~~
- b. Subsection D is amended as follows: ~~The Commission shall administer the preservation of historically significant buildings as set forth in Article II of this chapter.~~

Article II, Demolition Delay

3. Section 180-5, Intent and purpose, is amended as follows: *The Demolition Delay Bylaw is enacted for the purpose of preserving and protecting significant buildings and other structures . . . To achieve these purposes, the Plymouth Historic District Commission is authorized to advise the Building Commissioner with respect to demolition ~~zoning~~ permit applications. The issuance of demolition ~~zoning~~ permits is regulated as provided by this bylaw.*
4. In § 180-6, the definition of “BUILDING COMMISSIONER” is amended as follows: *The person occupying the Office of Building Commissioner or otherwise authorized to issue ~~demolition zoning~~, demolition and building permits.*
5. Section 180-7, Procedure, Subsection G, is amended as follows: *The Commission shall make a final determination at the public hearing or within 14 days thereafter the public hearing whether the*

significant building is preferably preserved or not preferably preserved. If agreed to in writing by the applicant, the determination of the Commission may be postponed for the convenience of the applicant or owner or for additional time necessary to obtain additional pertinent information.

Chapter 188, Junk Dealers and Collectors

1. Section 188-4, Junk collectors, is amended as follows:

A. All junk collectors who collect, by purchase or otherwise, junk, old metals or secondhand articles from place to place in this Town shall be licensed by the Selectmen Select Board.

B. Whoever violates this section shall be liable to a penalty of \$100 for each offense. This section may be enforced by any available means in law or equity, including but not limited to enforcement by noncriminal disposition pursuant to MGL c. 40, § 21D, and §§ 1-4 and 1-5 of the Town Code.

2. Section 188-5, Identification of items and sellers, is amended as follows:

A. For all jewelry transactions, the licensee shall take a color photograph of each individual item in as much detail as possible. The licensee shall note any personal inscriptions, identification of weight or any other permanent markings. The licensee shall photograph, in color, any person selling articles and keep the photographs with said books as part of his records.

B. The licensee shall obtain positive identification, make a color copy of, and record the full name, address, date of birth, and who shall be required to sign documentation avowing to the accuracy of the information listed, and ownership of said items being sold.

Chapter 196, Licenses and Permits

Article II, Civil Fingerprinting

Section 196-12, Fee, is amended as follows: *The fee for conducting a fingerprint-based criminal history check shall be \$100 for each check set by the Select Board. That portion of the fee specified in MGL c. 6, § 172B 1/2 shall be deposited into the Commonwealth of Massachusetts Firearms Fingerprint Identity Verification Trust Fund. The remainder of the fee is to be applied by the Town for costs associated with the administration of the fingerprinting program.*

Chapter 198, Loitering

Section 198-2, Violations and penalties, is amended as follows:

A. Violators of this bylaw may be subject to a fine of \$50 per violation for a first-time offense. A second violation shall be punished by a fine of \$100. Third and subsequent violations shall be subject to a \$150 fine.

B. This bylaw may be enforced by any available means in law or equity, including but not limited to enforcement by noncriminal disposition pursuant to MGL c. 40, § 21D, and §§ 1-4 and 1-5 of the Town Code.

Chapter 202, Marijuana

Article I, Nonmedical Marijuana Establishments

Section 202-4 is amended as follows:

A. The provisions of this ~~chapter~~~~article~~, and any regulation of the ~~Board of Selectmen~~ ~~Select Board~~ adopted hereunder, may be enforced by the ~~Board of Selectmen~~ ~~Select Board~~, or any police officer of the Town of Plymouth, by any available means in law or equity, including but not limited to enforcement by noncriminal disposition pursuant to ~~G.L.~~MGL c. 40, § 21D and Chapter 1, § 1-3 of this Code. Each day a violation exists shall constitute a separate violation.

B. When enforced through noncriminal disposition, the penalties shall be as follows:

- (1) First violation: \$100.*
- (2) Second violation: \$200.*
- (3) Third and subsequent violations: \$300.*

Chapter 209, Noise

1. Section 209-1, Subsection A, is amended as follows: *It shall be unlawful for any person or persons occupying or having charge of any building, structure, vehicle or premises or any part thereof in the Town to cause or suffer or allow any unnecessary, loud, excessive or unusual noises in the operation of any radio, phonograph or other mechanical sound-making device or instrument, or sound-reproducing device or instrument, or in the playing of any band, orchestra, musician or group of musicians, or in the use of any device to amplify the aforesaid, or the making of loud outcries, exclamations or other loud or boisterous noise or loud and boisterous singing by any person or group of persons, or in the use of any device to amplify the aforesaid noise, where the noise is plainly audible at a distance of 150 feet from the building, structure, vehicle or premises in which or from which it is produced.*
2. Section 209-1, Subsection C, is amended as follows: *Any person violating this section shall be punished by a fine of \$50 for each offense. This section may be enforced by any available means in law or equity, including but not limited to enforcement by noncriminal disposition pursuant to MGL c. 40, § 21D, and §§ 1-4 and 1-5 of the Town Code.*
3. Section 209-2, Subsection A, is amended as follows: *It shall be unlawful for any person or persons being present in or about any building, dwelling, premises, shelter, boat or conveyance, or any part thereof, to cause or suffer or countenance any loud, unnecessary, excessive or unusual noises in the operation of any radio, phonograph or other mechanical sound-making device or instrument, or sound-reproducing device or instrument, or in the playing of any band, orchestra, musician or group of musicians or the making of loud outcries, exclamations or other loud or boisterous noise or loud and boisterous singing by any person or group of persons, or in the use of any device to amplify the aforesaid noise, where the aforesaid*

noise is plainly audible at a distance of 150 feet from the building, dwelling, premises, shelter, boat or conveyance in which or from which it is produced.

4. Section 209-2, Subsection D, is amended as follows: *Any person violating this section shall be punished by a fine of \$50 for each offense. This section may be enforced by any available means in law or equity, including but not limited to enforcement by noncriminal disposition pursuant to MGL c. 40, § 21D, and §§ 1-4 and 1-5 of the Town Code.*

Chapter 215, Parades and Special Events

Section 215-2 is amended as follows:

- A. *No person shall ride a bicycle, or skateboard, or roller-blades, or skates, hoverboards, powered or motorized scooters or bicycles, and similar devices, not necessary for the access of disabled persons, in any pedestrian area within an area designated as a special event by the Board of Selectmen Select Board. An area shall be designated as a special event by the Board of Selectmen Select Board when issuing permits for parades, marches or demonstrations under § 215-1 or when approving permits for street closing to accommodate public events, including but not limited to concerts, street races and other public exhibitions. This section shall not be applicable to performers associated with or the subject of the special event. Any person violating this section shall be subject to a fine of \$50.*
- B. *This section may be enforced by any available means in law or equity, including but not limited to enforcement by noncriminal disposition pursuant to MGL c. 40, § 21D, and §§ 1-4 and 1-5 of the Town Code.*

Chapter 220, Pawnbrokers

1. Section 220-11 is amended as follows:

A. No licensed pawnbroker shall make a loan directly or indirectly to a minor, knowing or having reason to believe the person to be a minor.

B. No licensed pawnbroker shall loan money secured by deposit or pledge of a firearm, rifle, shotgun or machine gun.

C. No pawnbroker shall hold a license to sell, rent, or lease a firearm, rifles, shotguns or machine guns.

2. Section 220-13 is amended as follows:

A. The provisions of this chapter, and any regulation of the Board of Selectmen Select Board adopted thereunder, may be enforced by the Board of Selectmen Select Board, any police officer of the Town of Plymouth, by any available means in law or equity, including but not limited to enforcement by noncriminal disposition pursuant to MGL c. 40, § 21D and Chapter 1, § 1-3 of this Code. Each day a violation exists shall constitute separate violation.

B. When enforced through noncriminal disposition, the penalties shall be as follows:

(1) First violation: \$100.

~~(2) Second violation: \$200.~~

~~(3) Third and subsequent violations: \$300.~~

Chapter 225, Plastic Bag Ban

Section 225-4, Enforcement, is amended as follows:

The provisions of this bylaw may be enforced by any police officer of the Town of Plymouth or agent of the Board of Health by any means available in law or in equity, including, but limited to, non-criminal disposition pursuant to MGL c. 40, § 21D and Chapter 1, § 1-3 of ~~the~~ this Code. Each day a violation exists shall constitute a separate violation. ~~When enforced through noncriminal disposition, the penalties shall be as follows:~~

A. First offense: Written Warning.

B. Second offense: \$50 fine.

C. Third offense: \$100 fine.

D. Subsequent offenses: \$200 fine.

Chapter 230, Ponds

1. Section 230-3, Headway speed, is amended as follows: *Between the hours of 3:00 p.m. and 9:00 a.m., weekends and holidays, and between the hours of 7:30 p.m. and 9:00 a.m. weekdays, all motorboats may proceed at maximum of headway speed, with the exception of Great Herring and Billington Sea Ponds. On these Great Ponds, motorboats are restricted to headway speed between the hours of sunset or 7:30 p.m., whichever comes first, and 9:00 a.m. seven days a week. "Headway speed" is defined as six knots shall mean the slowest speed at which a vessel may be operated and still maintain steering.*
2. Section 230-8 is amended as follows: *A fine not to exceed \$50 may be imposed for first offense infractions or disobedience to this chapter when state or federal penalties do not apply. All other fines that are applicable are defined in MGL c. 40. This chapter may be enforced by any available means in law or equity, including but not limited to enforcement by noncriminal disposition pursuant to MGL c. 40, § 21D, and §§ 1-4 and 1-5 of the Town Code.*

Chapter 235, Property Maintenance

Chapter 235 is amended to add the following § 235-2:

§ 235-2. Violations and penalties.

This chapter may be enforced by any available means in law or equity, including but not limited to enforcement by noncriminal disposition pursuant to MGL c. 40, § 21D, and §§ 1-4 and 1-5 of the Town Code.

Chapter 243, Right to Farm

Section 243-5 is amended as follows: *Any person having a complaint about a farm or farming activity or practice about a farm or farming activity or practice is encouraged to seek an amicable solution through resolution directly with the owner or operator of the farm at issue. Such person may also, notwithstanding the pursuit of other available remedies, file such complaint with the Select Board. The Select Board will forward the complaint to the Agricultural Commission, or other appropriate board or officer, and request that recommendations for resolution be provided within an agreed-upon time frame.*

Chapter 255, Smoking

Original Subsection E, Noncriminal disposition, is repealed, and the reference to noncriminal disposition in § 255-4, Subsection C, is amended as follows:

- A. Any person who smokes in a bar, food service establishment, lounge/bar area, or restaurant, shall be subject to a fine of \$100 for each violation.*
- B. Any proprietor(s) or other person(s) in charge of a bar, food service establishment, lounge/ bar area, or restaurant who fail(s) to comply with this by-law shall be subject to a fine of \$100 for each violation.*
- C. As an alternative to initiating criminal proceedings, this bylaw may be enforced by any available means in law or equity, including but not limited to enforcement by noncriminal disposition pursuant to MGL c. 40, § 21D, and §§ 1-4 and 1-5 of the Town Code violations of this by-law may be enforced in the manner provided in Massachusetts General Law, Chapter 40, Section 21D, by the Board of Health or its agents or the Plymouth Police Department.*
- D. Any fines imposed under the provisions of Subsection A or B shall inure to the Town of Plymouth for such use as the Town may direct.*
- E. One method of enforcement may be periodic, unannounced inspections of those establishments subject to this regulation.*

E—NON CRIMINAL DISPOSITION

Whoever violates any provision of this regulation, the violation of which is subject to a specific penalty, may be penalized by the non-criminal method of disposition as provided in Massachusetts General Laws, Chapter 40, Section 21D or by the filing of a criminal complaint at the appropriate venue.

Each day on which any violation exists shall be deemed to be a separate offense.

Penalty: \$100 for each separate offense.

Enforcing persons: Plymouth Board of Health and its designees Plymouth Police Department.

Chapter 260, Solid Waste

Article I, Disposal Permit

Article I is amended as follows:

§ 260-1. Dumping of waste materials on public or private land without a permit.

A. No person, unless authorized by permit issued by the Department of Public Works and except in accordance with the terms and conditions of such permit, shall dump, leave or dispose of any waste or refuse, including garbage, rubbish, household or other waste in any place within the Town and then only at such sites or at such facilities and in such receptacles as may be designated for such waste by the Director of Public Works.

B. It shall constitute a violation of this section for any person to deposit household refuse in any Town receptacle maintained on any street, park or other public place. It shall constitute a violation of this section for the owner or person in control of any private land to allow any person to unlawfully deposit waste of any kind on such private property, or to allow such waste material to remain on such private property.

C. The fee for a waste disposal permit shall be established by the ~~Board of Selectmen~~ Select Board following a public hearing.

D. Any person who violates any provision of this section may be punished by a fine of \$100 for the first violation, \$200 for the second violation, and \$300 for the third violation. Each unauthorized deposit and each day of violation or continued violation shall be deemed a separate violation for the purpose of the calculation of any fine.

§ 260-2. Violations and penalties.

Dumping of waste materials on public or private land without a permit.

A. First offense: \$100.

B. Second offense: \$200.

C. Third offense: \$300.

A. Any person who violates any provision of this article may be punished by a fine of \$100 for the first violation, \$200 for the second violation, and \$300 for the third violation. Each unauthorized deposit and each day of violation or continued violation shall be deemed a separate violation for the purpose of the calculation of any fine.

B. This article may be enforced by any available means in law or equity, including but not limited to enforcement by noncriminal disposition pursuant to MGL c. 40, § 21D, and §§ 1-4 and 1-5 of the Town Code.

Article II, Radioactive Material

Section 260-4 is amended as follows: *To the extent allowed by federal or Massachusetts state law, it shall be unlawful to import any form of high-level radioactive waste into the Town of Plymouth for storage at ~~Pilgrim Nuclear Power Station~~ or any other facility within the boundaries of the Town of Plymouth.*

Chapter 265, Stormwater Management

1. Section 265-4D is amended as follows:

D. Exemptions. The following are exempt from the restrictions and prohibitions of this bylaw:

(1) Discharge or flow resulting from fire-fighting activities; . . .

2. Section 265-7C is amended as follows: *Noncriminal disposition. As an alternative to criminal prosecution or civil action, the Town may elect to utilize the noncriminal disposition procedure set forth in MGL c. 40, § 21D and ~~Code of the Town of Plymouth~~ Chapter 1, General Provisions, Article II, § 1-4 and § 1-5, of the Code of the Town of Plymouth ~~General Bylaws~~, in which case the authorized enforcement agency shall be the enforcing person. The penalty for the first violation shall be a warning. The penalty for the second violation shall be \$100. The penalty for the third and subsequent violations shall be \$300. Each day or part thereof that such violation occurs or continues shall constitute a separate offense.*
3. Section 265-8 is amended as follows: *The authorized enforcement agency may promulgate rules and regulations to effectuate the purposes of this ~~By Law bylaw~~ after conducting a public hearing to receive comments. Such hearing shall be advertised ~~in a newspaper of general local circulation on the Town website~~ at least 14 days prior to the hearing date. Failure by the authorized enforcement agency to promulgate such rules and regulations shall not have the effect of suspending or invalidating this ~~By law bylaw~~.*

Chapter 270, Streets and Sidewalks

Article I, General Provisions

1. Original § 162-1 of the 1999 Code, Coasting and other street games, is repealed.
2. Section 270-1B is amended as follows: *Powers of the Tree Warden. The Tree Warden may appoint and remove Deputy Tree Wardens, and each shall receive such compensation as the Town determines or, in default thereof, as the ~~selectmen~~ Select Board allow. The Tree Warden shall have the care and control of all public shade trees, shrubs and growths in the Town, except those within a state highway, and shall have care and control of the latter, and shall enforce all the provisions of law for the preservation of such trees, shrubs and growths. He shall expend all money appropriated for the setting out and maintenance of such trees, shrubs and growths, and no tree shall be planted within a public way without the approval of the Tree Warden, until a location therefor has been obtained from the ~~selectmen~~ Select Board. The Tree Warden may make regulations for the care and preservation of public shade trees and establish fines and forfeitures of not more than ~~\$20~~ \$500 in any one case for violation thereof; which, when posted in one or more public places, and when approved by the ~~selectmen~~ Select Board, shall have the effect of Town by-laws.*
3. Section 270-3 is amended as follows:

A. Any person who intends to erect, repair or take down any building on land abutting on any way which the Town is obliged to keep in repair and desires to make use of any portion of said way for the purpose

of placing thereon building materials or rubbish shall give notice thereof to the ~~Selectmen~~ Select Board, and thereupon the ~~Selectmen~~ Select Board may grant a permit to occupy such a portion of said way to be used for such purpose as in their judgment the necessity of the case demands and the security of the public allows, such permit in no case to be in force longer than 90 days and to be on such conditions as the ~~Selectmen~~ Select Board may require, and especially, in every case, upon condition that during the whole of every night, from twilight in the evening until sunrise in the morning, ~~lighted lanterns~~ lights shall be so placed as effectually to secure all travelers from liability to come in contact with such building materials or rubbish.

B. In case any person shall use any portion of such way for the purposes mentioned in Subsection A without the permit, in writing, of the ~~Selectmen~~ Select Board, as therein provided, or for a longer time than so permitted or shall fail to comply with the ~~requisitions~~ requirements of Subsection A, the party so in default shall reimburse the Town all expenses, by way of damages or otherwise, which the Town may be compelled to pay by reason of the way being encumbered.

Article II, Repairs to Private Roads

3. In § 270-8, Definitions, the definition of ‘TEMPORARY REPAIR OF PRIVATE ROAD’ is amended as follows: *Minor corrective or restorative work done on a private road, such as grading, partial base reconstruction or minor drainage improvement.*
4. Section 270-11B(1) is amended as follows:

B. Road review process.

(1) Matters subject to the road review process may be generated by:

- (a) A petition to the ~~Board of~~ Selectmen Select Board from 75% of abutters;*
- (b) The ~~Board of~~ Selectmen Select Board;*
- (c) The Planning Board; and or*
- (d) The Director of Public Works.*

Chapter 300, Vehicles and Traffic

Article I, Parking and Towing

Section 300-3 is amended as follows:

§ 300-3. Handicapped parking.

It shall be unlawful for any person to park or leave standing any vehicle not bearing a distinguished registration plate bearing a handicapped symbol or disabled veteran symbol in any space reserved for the use of such persons.

A. The provisions of this section shall apply to all parking spaces and facilities owned by the Town and to all parking spaces located in privately owned or operated parking lots.

B. Any person, firm or corporation violating this section may be fined \$50-\$200 for each offense, and a separate offense shall be deemed committed on each day or part thereof during which or on which a violation occurs or continues. Vehicles parking in violation of this section shall be removed in accordance with MGL c. 40, § 22d.

Chapter 310, Water

Article II, Water System and Hydrant Usage

Section 310-7 is amended as follows: *The Select Board shall make such regulations for the implementation as it may deem necessary or reasonable to put into effect the purpose of this article.*

Chapter 315, Wetlands Protection

1. Section 315-1, Subsection C, is amended as follows: *Protection of fisheries, shellfish, wildlife habitats and endangered plant species (as specified by the Massachusetts Natural Heritage and Endangered Species Program), agricultural and aquacultural values and aesthetic and recreational values, to assure a stable quality of life.*
2. Section 315-3, Definitions. The definition of “NORMAL MAINTENANCE AND IMPROVEMENT” is amended as follows: *As this may change from time to time for agricultural and aquacultural use, a specific definition shall be promulgated in the regulations using information provided by the University of Massachusetts Cooperative Extension Service and the United States Department of Agriculture Soil Natural Resources Conservation Service.*
3. Section 315-8, Notice of intent; public hearing; action by Commission.
 - a. Subsection E is amended as follows: *The Commission shall commence the public hearing within 30-21 days from receipt of the complete notice and list of abutters.*
 - b. Subsection F is amended as follows: *The Commission, in an appropriate case, may combine its hearing under this chapter with the hearing conducted under the Wetlands Protection Act, MGL c. 131, § 40, unless otherwise promulgated set forth in the regulations adopted under § 315-5 of this chapter.*
 - c. Subsection H is amended as follows: *The Commission shall issue its decision, in writing, within 30-21 days of the close of the public hearing thereon. Failure of the Commission to act within 30 21 days of the close of the public hearing, or failure of the Commission to commence the public hearing within 30-21 days of a completed notice of submission, shall be deemed an approval of the notice.*
 - d. Subsection J is amended as follows: *The Commission shall be authorized to make a determination as to whether or not this chapter applies to a specific situation, prior to the filing of a written notice of intent under the provisions hereof, within 30-21 days of the receipt of a written request from any person desiring such determination sent by certified mail or hand delivered. Failure to act within 30-21 days of the request for determination shall be deemed as a nonsignificant determination.*

4. Section 315-10A is amended as follows: *Wetlands replication in order to make lands buildable, such as by fulfilling septic system setbacks, flood elevation requirements, drainage systems or other construction setbacks, or to achieve lot area requirements is prohibited. Replication is prohibited in areas providing habitat for existing rare or endangered wildlife and plant species as listed by the Massachusetts Natural Heritage and Endangered Species Program.*
5. Section 315-11 is amended as follows:

§ 315-11. Enforcement; violations and penalties.

A. The Commission may have authority to enforce this chapter, its regulations and permits issued thereunder by violation notices, administrative orders and civil and criminal court actions. Upon the request of the Commission, the Board of Selectmen Select Board and Town Counsel will take appropriate action for enforcement under civil law. Upon request of the Commission, the Chief of Police may take legal action for enforcement under criminal law.

B. Municipal boards and officers, including any police officer or other officer having police powers, shall have authority to assist the Commission in enforcement.

C. Any person who violates any provision of this chapter, regulations thereunder or permits issued thereunder shall be punished by a fine as provided for in MGL c. 40, § 21. Each provision of the chapter, regulations or permit violated shall constitute a separate offense. This fine may be in addition to any levied under the Wetlands Protection Act, MGL c. 131, § 40. ~~The fine for each offense under noncriminal disposition shall be \$50 per day.~~

D. In the alternative to criminal prosecution, the Commission may elect to utilize the noncriminal disposition procedure set forth in MGL c. 40, § 21D and §§ 1-4 and 1-5 of the Town Code.

E. Preacquisition violation. Any person who purchases, inherits or otherwise acquires real estate upon which work has been done in violation of the provisions of this chapter or in violation of any permit issued pursuant to this chapter shall forthwith comply with any such order or restore such land to its condition prior to any such violation; provided, however, that no action, civil or criminal, shall be brought against such person unless commenced within three years following the date of acquisition of the real estate by such person.

Disposition List for the Town of Plymouth

Prepared by General Code

The bylaws listed below were received and reviewed as part of the 2023-2025 recodification project, and have been included in the new Town Code as indicated. Bylaws included in the Town Code after the Fall 2025 ATM will be included on the Disposition List included in the 2025 Town Code.

Article Number	Adoption Date	Meeting Type	Subject	Disposition
20	8-10-2020	ATM	Buildings and Building Construction: Demolition of Industrial Buildings	Ch. 137, Art. I
10	10-17-2020	ATM	Boards, Commissions and Committees: Advisory and Finance Committee	Ch. 5, Art. I
14	4-3-2021	ATM	Financial Affairs: Departmental Revolving Funds Amendment	Ch. 24, Art. II
20	4-3-2021	ATM	Buildings and Building Construction: Stretch Energy Code	Ch. 137, Art. II
23	4-3-2021	ATM	Animals Amendment	Ch. 120 (Art. V)
14	10-16-2021	ATM	Financial Affairs: Departmental Revolving Funds Amendment	Ch. 24, Art. II
16	10-16-2021	ATM	Financial Affairs: Departmental Revolving Funds Amendment	Ch. 24, Art. II
25	10-16-2021	ATM	Disorderly Conduct Amendment	Ch. 142
14	4-2-2022	ATM	Right to Farm Amendment	Ch. 243
20	4-2-2022	ATM	Animals Amendment (Fur Products)	Ch. 120 (Art. VI)
12	10-15-2022	ATM	Financial Affairs: Departmental Revolving Funds Amendment	Ch. 24, Art. II
16	10-15-2022	ATM	Plastic Bag Ban Amendment	Ch. 225
17	4-1-2023	ATM	Fine Schedule Amendment	Ch. 1, Art. II
18	4-1-2023	ATM	Animals: Dog Control Amendment	Ch. 120, Art. I
19	4-1-2023	ATM	Town Meeting Amendment	Ch. 50
6	10-21-2023	ATM	Swimming Pools Bylaw Repealed	Repealer only
15	10-21-2023	ATM	Ban on Sale of Miniature Single-Use Containers for Alcoholic Beverages	Submitted for ballot vote; not approved
7	4-6-2024	STM	Capital Improvements Amendment	Ch. 10
9A	4-6-2024	STM	GLA: MGL c. 59, § 5, cl. 17E	Ch. A400
9B	4-6-2024	STM	GLA: MGL c. 59, § 5, cl. 17F	Ch. A400
9C	4-6-2024	STM	GLA: MGL c. 59, § 5, cl. 41A	Ch. A400
9D	4-6-2024	STM	GLA: MGL c. 59, § 5, cl. 41D	Ch. A400
10	4-6-2024	STM	Financial Affairs: Departmental Revolving Funds Amendment	Ch. 24, Art. II

Disposition List for the Town of Plymouth

Prepared by General Code

Article Number	Adoption Date	Meeting Type	Subject	Disposition
11	4-6-2024	STM	Loitering	Ch. 198
15	4-6-2024	ATM	Historic District and Historic Preservation Amendment	Ch. 180
17	4-8-2024	ATM	Animals Amendment	Ch. 120
19	4-8-2024	ATM	Historic District and Historic Preservation Amendment	Ch. 180
8	10-19-2024	FATM	Wetlands Protection Amendment	Ch. 315
16	10-19-2024	FATM	Zoning Amendment	NI
19-29	10-19-2024	FATM	Charter Amendments	Codification pending state action
8	4-5-2025	STM	Financial Affairs: Departmental Revolving Funds Amendment	Ch. 24, Art. II
9	4-5-2025	STM	Financial Affairs: Departmental Revolving Funds Amendment	Ch. 24, Art. II
11	4-5-2025	STM	Financial Affairs: General Provisions Amendment	Ch. 24, Art. I
28	4-5-2025	ATM	Town Meeting Amendment	Ch. 50 (AG approval pending)

ARTICLE 11:

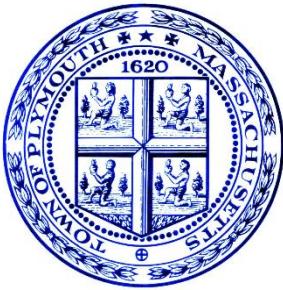
ARTICLE 11: Historical Commission

To see if the Town will vote to accept the provisions of G.L. Ch. 40 §8D regarding the establishment of a Historical Commission, and to establish a Plymouth Historical Commission or to take any other action relative thereto.

TOWN MANAGER

RECOMMENDATION: Approval (11-2-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 11. Approval of this article will accept the provisions of M.G.L. Ch. 40 §8D and establish a Plymouth Historical Commission.



TOWN OF PLYMOUTH
EXECUTIVE OFFICE OF THE SELECT BOARD & TOWN MANAGER
26 COURT STREET, PLYMOUTH, MA 02360
PHONE: (508) 747-1620 x 10213
WWW.PLYMOUTH-MA.GOV

MEMORANDUM

TO: SILVIO GENAO, ASSISTANT TOWN MANAGER

FROM: CONNOR ANDERSON, HISTORIC RESOURCE COORDINATOR

CC: DEREK BRINDISI, TOWN MANAGER

SUBJECT: REVISED 2025 FALL TOWN MEETING WARRANT ARTICLES-HISTORIC PRESERVATION

DATE: AUGUST 7, 2025

Dear Silvio Genao,

The Executive Office of the Select Board & Town Manager is putting forward one Town Meeting article for consideration concerning Historic Preservation. This proposed article is supported by the Town's Historic District Commission.

Article I. Acceptance of M.G.L. Chapter 40, Section 8D

Article 67 of the 1973 Annual Town Meeting established Plymouth's Historic District and adopted a Historic District Bylaw. Section Three of this bylaw established the Historic District Commission and gave the Commission "the powers and duties of an historical commission as provided in Section 8D of Chapter 40 of the General Laws". This bylaw has been amended three times since 1973, but the language giving the Historic District Commission the powers and duties as provided in Section 8D of Chapter 40 of the General Laws remains. The issue, however, is that there is no record of the Town accepting the provisions of Section 8D of Chapter 40 of the General Laws.

The proposed Town Meeting Article is to accept the provisions of M.G.L. Chapter 40, Section 8D

The acceptance of M.G.L. Chapter 40, Section 8D will allow the Town to establish a Historical Commission. The establishment of a Historical Commission will provide the following for the Town:

1. Identify and catalog historically significant properties, structures, and sites in Plymouth
2. Advise town boards and departments on matters involving historic preservation;

3. Promote awareness and education about the town's historical and cultural heritage;
4. Act as a local partner to state and federal preservation initiatives and grant programs;
5. Begin development of a Historic Preservation Plan for the Town;
6. Serve as a resource for residents and property owners interested in preservation.
7. Recommend the formation of Historic District Study Committees to the Select Board
8. Act as the stewards of the Town's historically significant artifacts and records, excluding departmental artifacts and records that document the day-to-day operations of the Town.

Approval of this article will position Plymouth to take a proactive role in preserving its historical identity. The acceptance of M.G.L. Chapter 40, Section 8D is an essential step toward honoring and safeguarding our town's remarkable heritage for future generations.

We respectfully recommend favorable action on this article.

Thank you for your consideration and support.

Connor Anderson
Historic Resource Coordinator

Attachments:

Proposed Article Language
MGL Chapter 40, Section 8D
Historic District Commission Letter of Support

Article #1: Historical Commission

To see if the Town will vote to accept the provisions of MGL c. 40 §8D

Justification: Acceptance of MGL c. 40 §8D will allow the Town to establish a Historical Commission. Establishment of a Historical Commission will result in the promotion, preservation, and development of the historical and archeological assets of the Town.

Part I**ADMINISTRATION OF THE GOVERNMENT****Title VII****CITIES, TOWNS AND DISTRICTS****Chapter 40****POWERS AND DUTIES OF CITIES AND TOWNS****Section 8D****HISTORICAL COMMISSION; ESTABLISHMENT; POWERS AND DUTIES**

Section 8D. A city or town which accepts this section may establish an historical commission, hereinafter called the commission, for the preservation, protection and development of the historical or archeological assets of such city or town. Such commission shall conduct researches for places of historic or archeological value, shall cooperate with the state archeologist in conducting such researches or other surveys, and shall seek to coordinate the activities of unofficial bodies organized for similar purposes, and may advertise, prepare, print and distribute books, maps, charts, plans and pamphlets which it deems necessary for its work. For the purpose of protecting and preserving such places, it may make such recommendations as it deems necessary to the city council or the selectmen and, subject to the approval of the city council or the selectmen, to the Massachusetts historical commission, that any such place be certified as an historical or archeological landmark. It shall report to the state archeologist the existence of any archeological, paleontological or historical site or object discovered in accordance with section twenty-seven C of chapter nine, and shall apply for permits

necessary pursuant to said section twenty-seven C. Any information received by a local historical commission with respect to the location of sites and specimens, as defined in section twenty-six B of chapter nine, shall not be a public record. The commission may hold hearings, may enter into contracts with individuals, organizations and institutions for services furthering the objectives of the commission's program; may enter into contracts with local or regional associations for cooperative endeavors furthering the commission's program; may accept gifts, contributions and bequests of funds from individuals, foundations and from federal, state or other governmental bodies for the purpose of furthering the commission's program; may make and sign any agreements and may do and perform any and all acts which may be necessary or desirable to carry out the purposes of this section. It shall keep accurate records of its meetings and actions and shall file an annual report which shall be printed in the case of towns in the annual town report. The commission may appoint such clerks and other employees as it may from time to time require. The commission shall consist of not less than three nor more than seven members. In cities the members shall be appointed by the mayor, subject to the provisions of the city charter, except that in cities having a city manager form of government, said appointments shall be by the city manager, subject to the provisions of the charter; and in towns they shall be appointed by the selectmen, excepting towns having a town manager form of government, in which towns appointments shall be made by the town manager, subject to the approval of the selectmen. Alternate members may be appointed in like manner as provided for in this section not exceeding in number the principal members. In the case of the absence or inability to act on the part of a principal member, the place of the principal member shall be taken by an alternate member

designated by the chairman. When a commission is first established, the terms of the members and alternate members shall be for one, two or three years, and so arranged that the terms of approximately one third of the members and alternate members will expire each year, and their successors shall be appointed for terms of three years each. Any member or alternate member of a commission so appointed may, after a public hearing if requested, be removed for cause by the appointing authority. A vacancy occurring otherwise than by expiration of a term shall in a city or town be filled for the unexpired term in the same manner as an original appointment. Said commission may acquire in the name of the city or town by gift, purchase, grant, bequest, devise, lease or otherwise the fee or lesser interest in real or personal property of significant historical value and may manage the same.



TOWN OF PLYMOUTH

11 Lincoln Street
Plymouth, Massachusetts 02360
FAX (508) 830-4062
(508) 747-1620

To Whom it May Concern,

At the July 9, 2025 Plymouth Historic District Commission meeting, the commission voted unanimously to support the article that is proposing the establishment of a Historical Commission, and to establish the Historic Preservation Bylaw. This would combine the current historic district bylaw, the demolition delay bylaw, and a new historical commission Bylaw under one umbrella.

Thank you,

Michael J Tubin
Chair, Plymouth Historic District Commission



Printed 173 on recycled paper.

ARTICLE 13:

ARTICLE 13: Title V Repair Fund

To see if the Town will vote to raise and appropriate, transfer, or borrow a sum of \$400,000.00, for the purposes of financing the following water pollution abatement facility projects: sewer tie-ins or the repair, replacement and/or upgrade of septic systems, pursuant to agreements between the Board of Health and residential property owners; including without limitation, the payment of all costs thereof as defined in Section 1 of Chapter 29C of the General Laws; and to meet this appropriation the Treasurer with approval of the Select Board is authorized to borrow \$400,000.00 under G.L. c.44 or any other enabling authority, which amount may be borrowed through the Massachusetts Clean Water Trust or otherwise; and that the Select Board is authorized to take any other action necessary to carry out this project, or take any other action relative thereto.

PLANNING AND DEVELOPMENT

RECOMMENDATION: Approval \$400,000 (Unanimously, 13-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 13. Approval of this article will allow the Town to borrow \$400,000 through the Massachusetts Clean Water Trust to fund the Title V Betterment Loan Program. These low-interest loans are available to Town residents meeting certain income criteria on a first-come, first-served basis to fund septic system replacement or repair. Historically, the funding for this program has been refreshed as funds are depleted.

Memo

To: Town Manager
Board of Selectmen
Advisory and Finance Committee

From: Lee Hartmann, Dir. of Planning & Development

Date: August 8, 2025

Re: Septic System Repair Program – 2025 Fall Annual Town Meeting

To see if the Town will vote to raise and appropriate, transfer or borrow \$400,000, for the purposes of financing the following water pollution abatement facility projects: sewer tie-ins or the repair, replacement and/or upgrade of septic systems, pursuant to agreements between the Board of Health and residential property owners; including without limitation, the payment of all costs thereof as defined in Section 1 of Chapter 29C of the General Laws; and to meet this appropriation the Treasurer with approval of the Board of Selectmen is authorized to borrow \$400,000 under G.L. c.44 or any other enabling authority, which amount may be borrowed through the Massachusetts Water Pollution Abatement Trust or otherwise; and that the Board of Selectmen is authorized to take any other action necessary to carry out this project.

TITLE V BETTERMENT LOAN PROGRAM

Town Meeting has approved sixteen prior rounds (ten at \$200,000 three at \$300,000 and two at \$400,000) for this greatly needed and successful septic system improvement program. Due to the popularity of the program, the funds are expended quickly (all current funds have been allocated). The Department of Planning and Development is recommending that the Town Treasurer borrow \$400,000 from the Massachusetts Water Pollution Abatement Trust. The state provides these funds to the Town at a 2% interest rate. The funds are made available to local homeowners for sewer hook-ups, septic system repair or replacement (systems must be failed to qualify). In cases where Town sewer is available, these funds can also be used to cover the costs associated with sewer connections. Loans up to \$35,000 are available per household at 5% interest (interest charge covers the Town's cost of administering the program). Loans are recorded as liens on the property and are billed by the Assessors' Office as a tax bill attachment. Terms of the loan range from five to fifteen years.

To date, this program has enabled 328 homeowners to repair/replace their failed systems. This program is administered by the Office of Community Development on behalf of the Town.

ARTICLE 14:

ARTICLE 14: Plymouth Zoning Bylaw, Section 206.6 - Multifamily Overlay District and to amend the Official Zoning Map

To see if the Town will vote to amend the Plymouth Zoning Bylaw, Section 206.6 - Multifamily Overlay District and to amend the Official Zoning Map (Sheet 2) Multifamily Overlay District by adding Lot 28A on Assessors' Map 104 and removing Lots A-319 , 10-418, 10-500, 10-501 and 10-502 on Assessor's Map 77D as well as amend Section 201.3 (definition of "family"), as on file with the Town Clerk, or take any other action relative thereto.

PLANNING BOARD

RECOMMENDATION: Approval (11-2-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 14. Approval of this article will satisfy the compliance requirement that 50% of the total overlay district be contiguous, which the previous plan did not.

FINAL REPORT AND RECOMMENDATION TO AMEND
SECTION 206.6 - MULTIFAMILY OVERLAY DISTRICT

DATE OF PUBLICATION OF PUBLIC HEARING:	August 7, 2025
	August 14, 2025
DATE OF PUBLIC HEARING:	August 27, 2025

VOTE: On August 27, 2025, the Planning Board voted (4-0) **to find** that the amended Multifamily Overlay District remains “eligible locations” by virtue of their supporting infrastructure, transportation access and **to further find** that these locations are highly suitable for residential development for families with children and **to support** the following amendment to the Zoning Bylaw.

NEED AND JUSTIFICATION FOR THE AMENDMENT:

The State has mandated that communities such as Plymouth comply with the Commonwealth of Massachusetts Housing Choice Initiative. In 2021, the Massachusetts Legislature enacted this law requiring all 177 cities and towns in the MBTA service area to adopt zoning that encourages multifamily housing. Plymouth is designated an “Adjacent Community” and is required to create zoning that allows for the creation of 2,807 as-of-right multi-family dwelling units.

The Town, with the assistance of the Barrett Planning Group, prepared a Zoning Bylaw and a Zoning Overlay District to comply with the state’s MBTA Communities Law. The process included entering a number of variables (total acres, lot sizes, units per acre, wetlands, etc.) into an Excel compliance model prepared by the State. The compliance model found Plymouth’s overlay district be in compliance with the requirements of the MBTA Communities Law. The Attorney General approved the bylaw, however, a year after submitting Plymouth’s bylaw, we were notified of a separate compliance requirement not included in the compliance model requiring 50% of the total overlay district be contiguous. The State Executive Office of Housing and Livable Communities (EOHLC) has requested that the Town adjust the overlay district to meet this additional requirement.

To address this issue, the Pinehills overlay district has been reduced and the Plaza Way overlay district has been expanded to include the already developed Westwood Village 55+ community.

Staff met with the directors and residents of the Westwood Village community and no objections were raised.

In addition, the state has asked for minor changes to the bylaw as well as modifying Plymouth’s outdated and legally unenforceable definition of family.

As with the previous zoning change presented to Town Meeting in 2024, the revised Overlay District is placed in areas where higher density multi-family development is already permitted or constructed thereby limiting the potential for a significant amount of new development in a community already experiences significant residential growth pressures.

It is important to note that the initiative **DOES NOT** require that any units actually be built it **ONLY** requires that zoning be put in place.

If the Town fails to comply with this law, Plymouth:

- Will be ineligible for certain State funds;
- Will be ineligible for a number of State grants;
- Will not be as competitive for a variety of other state grants;
- May be subject to other penalties; and
- May face potential fair housing enforcement actions and litigation.

For Plymouth, the law requires:

- Multifamily “as of right (i.e. no special permits) development at 15 units/acre
- No age restrictions or limits on unit sizes, number or size of bedrooms, or number of occupants are permitted
- Where possible; the zoning district to be located within ½ mile of a commuter rail station
- District must be “of a reasonable size”

INTENT OF THE PROPOSED AMENDMENT:

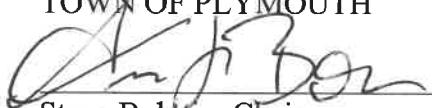
To revise the Town’s Multi-family Bylaw and Overlay District to comply with the Commonwealth of Massachusetts Housing Choice Initiative.

PROPOSED AMENDMENT:

See Attached Map

See Attached Amendments

TOWN OF PLYMOUTH



Steve Bolotin, Chair

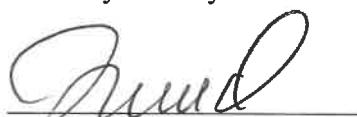


Carl Donaldson



Tim Bennett

Timothy Grandy



Frank Mand

BEING A MAJORITY OF THE PLANNING BOARD

DATE SIGNED BY THE PLANNING BOARD: _____

DATE FILED WITH TOWN CLERK: _____

c:

Town Clerk
Select Board
Advisory and Finance Committee

Underline to be inserted

~~Strikethrough to be deleted~~

Section 201-3. Definitions.

FAMILY – A residential housekeeping unit consisting of one or more persons, occupying a dwelling unit and living as a single, non-profit housekeeping unit. ~~a person living alone or any of the following groups of people living together as a single housekeeping unit and sharing common living, cooking and eating facilities: 1. persons related by blood, marriage or adoption; 2. up to 5 unrelated persons and other persons related by blood, marriage or adoption to any of the related persons; and/or 3. persons in foster care or legal guardianship living within the residence of a Family. A Family shall not include lodgers, boarders or paying guests.~~

Section 206-6. Multifamily Overlay District

A. Purposes

The purpose of the Multifamily Overlay District (MOD) is to provide for multifamily housing development in accordance with G.L. c. 40A, § 3A and the Section 3A Compliance Guidelines of the Executive Office of Housing and Livable Communities (HLC), as may be amended from time to time. In addition, Section 206.6 is intended to achieve the following purposes:

1. Encourage the production of a variety of housing sizes and types to provide access to new housing for people with a variety of needs and income levels;
2. Locate housing in walkable areas to promote public health and meet the community's environmental goals, including reducing greenhouse gases and improving air quality;
3. Implement the Plymouth Housing Production Plan; and
4. Locate new and/or redeveloped housing in or near existing developed areas and infrastructure.

B. Establishment of District

The MOD is shown on the map entitled, Multifamily Overlay District, and dated April 4, 2024, on file with the Town Clerk. The MOD contains the following sub-districts, all of which are shown on the map of the Multifamily Overlay District:

Subdistrict 1/Cordage
Subdistrict 2/Home Depot Drive
Subdistrict 3/Plaza Way
Subdistrict 4/ Pinehills

C. Applicability

At the option of the Applicant, development of land within the MOD may be undertaken subject to the requirements of this Section 206.6 or by complying with all applicable requirements of the

underlying district. Developments proceeding under this Section 206.6 shall be governed solely by the provisions herein. Uses and dimensional controls of the MOD are not subject to any special permit requirements of the underlying district or applicable overlay districts, and the standards or procedures of the underlying districts shall not apply. Unless otherwise regulated within this section, all use, dimension, and all other provisions of the Zoning Bylaw shall remain in full force. Where the MOD authorizes uses not otherwise allowed in the underlying district or any applicable overlay district, the provisions of the MOD shall control.

Residential development serviced by a municipal water supply and a municipal wastewater system shall be exempt from the provisions of Section 206-1, Aquifer Protection Overlay District (APOS).

D. Use Regulations

The following use regulations shall apply in the MOD.

Use	Cordage	Home Depot Drive	Plaza Way	Pinehills	Sec. 206.6 Development Plan Approval Required?
Multifamily dwelling	Yes	Yes	Yes	Yes	R

For purposes of this Section 206.6, “multifamily dwelling” shall mean a residential structure with three or more dwelling units or two or more structures on a lot, each of which has two or more dwelling units. R=required; NR = not required.

E. Density and Dimensional Regulations

Basic Standards

	Cordage	Home Depot Drive	Plaza Way	Pinehills
Minimum lot area	20,000	5,000	60,000	80,000
Maximum lot coverage	50%	30%	30%	30%
Maximum height*				
Stories (maximum)	3	3	3	3
Feet (maximum)	45	45	45	45

*Exceptions.

Vertical projections or roof structures that house elevators, stairways, tanks, ventilating fans, or similar equipment required to operate and maintain the building, or to fire or parapet walls, skylights, towers, steeples, flagpoles, chimneys, smokestacks, water tanks, wireless, radio or television masts, silos, energy generation and conservation apparatus, or similar unoccupied features, may be erected above the height limits in this Section 206.6 provided the structures are in no way used for living purposes and do not constitute more than 25% of the ground floor area of the building.

Additional Standards

	Cordage	Home Depot Drive	Plaza Way	Pinehills
Minimum frontage	50	50	50	50
Minimum setbacks:				
Front	25	25	25	25
Side	10	10	10	10
Rear	10	10	10	20
Maximum units per acre	20	15	20	22

F. Affordable Housing

Any residential or mixed-use development in the MOD shall provide affordable dwelling units in accordance with Section 207-7, except as follows.

1. Developments in the MOD shall be exempt from the provisions of Sections 207.7(C) and 207.7(D).
2. Applicability.
 - a. This Section 206.6 applies to the construction of ten or more dwelling units in any Development Project created under the provisions of the MOD. In any such development, at least 10% of the units shall be affordable dwelling units.
 - b. If, when applying the percentage to the total number of units to determine the number of affordable units, the number of affordable dwelling units results in a fraction, the number shall be rounded down to the nearest whole number.
3. Local Preference for Affordable Units. The applicant shall comply with local preference requirements, if any, established by the Board of Selectmen or the Director of the Office of Community Development, subject to an affirmative fair housing marketing plan approved by the Executive Office of Housing and Livable Communities (EOHLC) Local Action Unit (LAU) Program.
4. Affordable Unit Location and Standards.
 - a. Affordable units shall be built on the same site as the remainder of the project.
 - b. Affordable units shall be dispersed throughout a project and be comparable in construction quality and exterior design to the market rate units. The affordable units must have access to all on-site amenities.
 - c. All affordable units must be constructed and occupied concurrently with or prior to the construction and occupancy of market rate units or development. In phased developments, affordable units may be constructed and occupied in proportion to the number of units in each phase of the project.
5. Term of Affordability.

- a. Affordable Units must qualify to be placed on the Town's Subsidized Housing Inventory (SHI).
 - b. Affordable units shall remain affordable in perpetuity, as documented through an affordable housing agreement that conforms to the requirements of Section 207.7(C)(8).
 - c. The affordable housing agreement shall be a condition of zoning compliance and shall be incorporated within the Planning Board's MOD Plan Approval decision.
 - d. The affordable housing agreement shall be recorded with the Plymouth County Registry of Deeds or Land Court Registry District of Plymouth County prior to issuance of a building permit.
6. Submission Requirements and Procedures. Information required to demonstrate that the applicant complies with this Section 206.6 shall be in accordance with the Planning Board's MOD Plan Approval regulations.
7. Administration. The Planning Board shall review and act on any proposed affordable dwelling units as part of the MOD Development Plan Approval Process.
8. Any inconsistency between Section 206.6 and the applicable provisions of Section 207.7 shall be resolved in favor of Section 206.6.

G. Site Development Standards

1. Developments in the MOD shall conform to the standards in this §206-6 and the following:
 - a. §203-3, Signs;
 - b. §207-4, Prevention of Light Pollution
 - c. §203-2, Landscaping
2. Off-Street Parking. Development in the MOD shall comply with §203-7 and the following additional provisions. Any conflict between §203-7 and this §206-6 shall be resolved in favor of this §206-6.
 - a. The minimum number of off-street parking spaces for a multifamily dwelling shall be 1.5 spaces per unit.
 - b. Surface parking shall be located to the rear or side of the principal building. No parking shall be located in the setback between the building and any lot line adjacent to the street or internal access drive.
 - c. Parking shall be subordinate in design and location to the principal building

façade.

- d. Structured parking on the same lot as one or more multi-family buildings shall be subordinate in design and placement to the multi-family building(s) on the lot.
- e. The vehicular entry into the garage shall be subordinate in design and placement to the principal pedestrian entry into the building.

3. Bicycle Parking. For multifamily developments with 10 or more units, there shall be a minimum of one covered bicycle storage space per two dwelling units.

4. Buildings.

- a. In developments with multiple buildings, a paved pedestrian network shall connect parking to the entries to all buildings and the buildings to each other.
- b. The orientation of multiple buildings on a lot should reinforce the relationships among the buildings. All building façade(s) shall be treated with the same care and attention in terms of entries, fenestration, and materials.
- c. Building(s) adjacent to a principal access drive shall have a pedestrian entry facing that access drive.
- d. To encourage clustering of buildings and preservation of open space, no building may be more than 80 feet from the nearest adjacent building unless approved by the Planning Board.

5. Shared outdoor space. Multi-family housing shall have common outdoor space that all residents can access. The outdoor space may be located in any combination of ground floor, courtyard, rooftop, or terrace.

6. Waivers. Upon the request of the Applicant, the Planning Board may waive by majority vote the requirements of this Section 206.6 in the interests of design flexibility, and overall project quality, and upon a finding that the proposed variation is consistent with the overall purpose and objectives of the MOD.

H. MOD Development Plan Approval

Development within the MOD shall be subject to Site Plan Review under §203-15 of this Bylaw and must comply with the above Section E and G.

I. Rules and Regulations

The Planning Board shall adopt administrative rules and regulations relative to MOD Development Plan Application requirements and contents and shall file the rules with the Town

Clerk. The Board's rules and regulations may include filing fees and procedures for the Board to engage outside consultants under G.L. c. 44, § 53G.

J. Development Phasing

As a condition of MOD Development Plan Approval, the Planning Board may allow a Development to be constructed in one or more phases.

K. Modifications to Approved Development Plans

1. Minor Change. After MOD Development Plan Approval, an Applicant may apply to make minor changes involving minor utility or building orientation adjustments, or minor adjustments to parking or other site details that do not affect the overall buildout of the site, or provision of open space, number of housing units, or affordable housing. A change of 5 percent or less in the number of housing units in a Development shall constitute a minor change. Minor changes must be submitted to the Planning Board in accordance with the Planning Board's Multifamily Overlay District Rules and Regulations and shall include redlined prints of the Approved Plan. The Planning Board may authorize the proposed changes at any regularly scheduled meeting without the need to hold a public hearing. The Planning Board issue a written decision to approve or deny the minor changes and provide a copy to the Applicant for filing with the Town Clerk.
2. Major Change. Changes deemed by the Planning Board to constitute a major change in an Approved Development because of the nature of the change or because the change cannot be appropriately characterized as a minor change under subsection L(1) above shall be processed by the Planning Board as a new Application for MOD Development Plan Approval under §206.6.

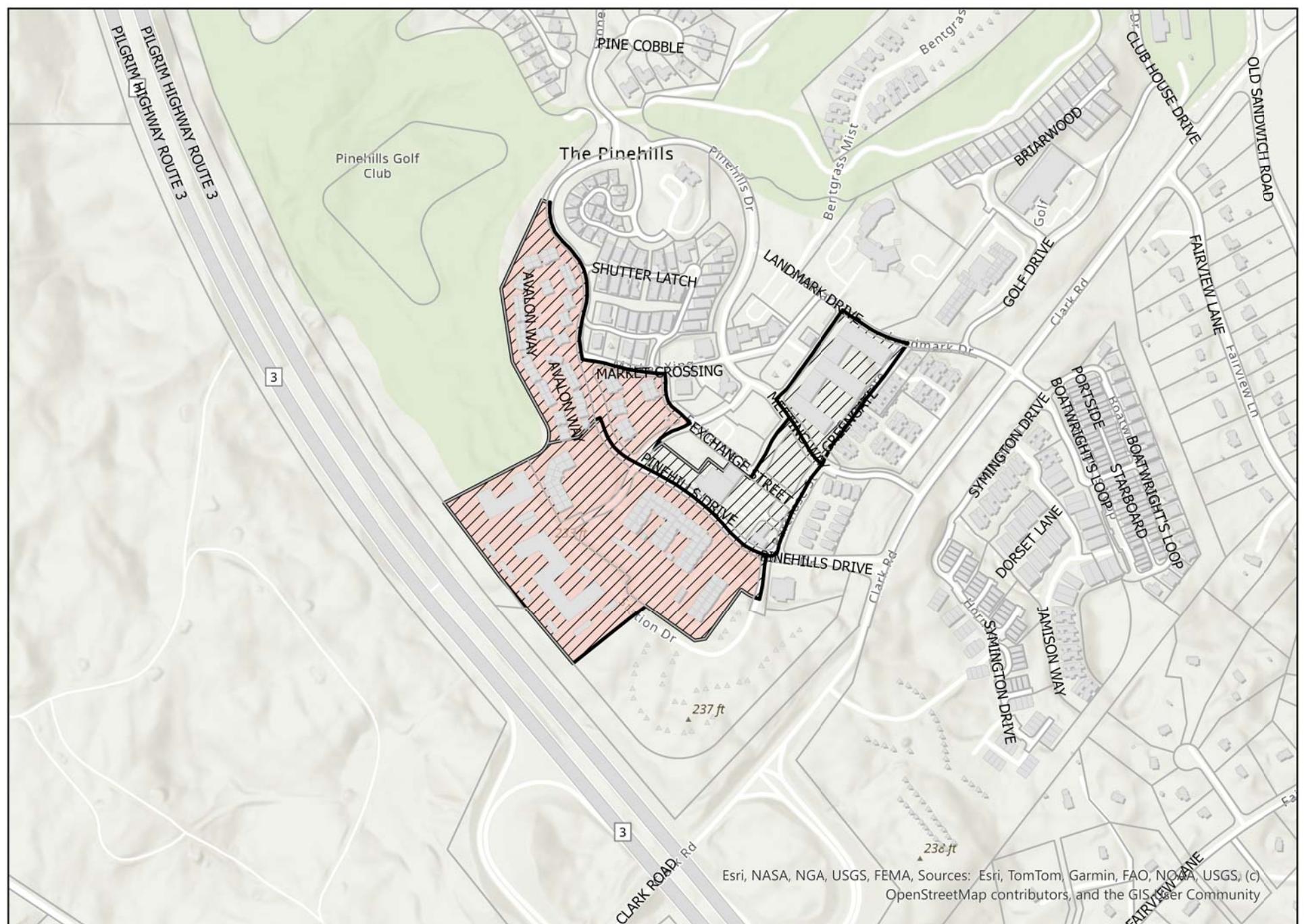
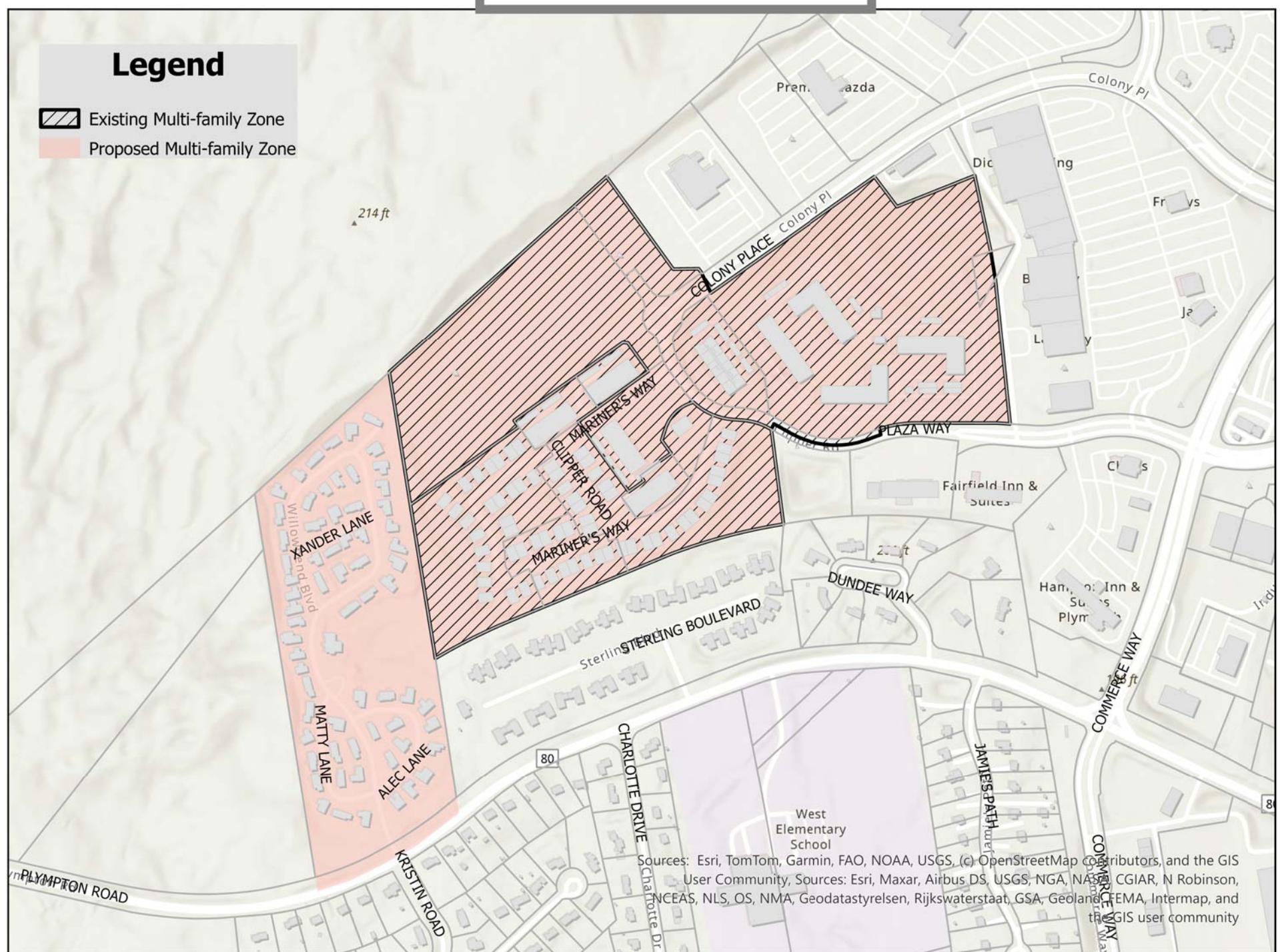
L. Design Guidelines

The Planning Board may adopt Design Guidelines for Development in the MOD and shall file a copy with the Town Clerk. The purpose of the Design Guidelines is to communicate, through text and graphics, the Board's preferences for developments in the MOD and any of its subdistricts. During its review of a proposed Development in the MOD, the Planning Board may request building and site design modifications to incorporate the Design Guidelines. In the event of any conflict between §206.6 and the Design Guidelines, §206.6 shall control.

MBTA Zoning Fall 2025

Legend

- Existing Multi-family Zone
- Proposed Multi-family Zone



ARTICLE 15:

ARTICLE 15: Tax Title Property Transfer

To see if the Town will vote to transfer the care, custody, management and control of the parcels listed below as on file with the Town Clerk, from the Town Treasurer for tax title purposes to the Conservation Commission for conservation purposes pursuant to G.L. c. 40, §8C; subject to an existing drainage easement located on Lot 8 of Assessors Map 60, and an access easement for the Plymouth Fire Department to Jakes Pond (Map 114, Lot 000), and to see if the Town will vote to raise and appropriate, transfer from available funds, or borrow a sum of \$12,500.00 for funding of legal title work for said conveyances, and further to authorize the Conservation Commission to execute any and all instruments as may be necessary to effectuate the vote taken hereunder, or take any other action relative thereto.

Parcel ID	Location	Legal Reference	Recording Date
060-000-008-000	4 – 10 Mountain Hill Road	Bk. 26569, Pg. 080	September 19, 2003
076-026-002-000	95 Beaver Dam Road	Bk. 35653, Pg. 11	February 27, 2008
114-000-019-071	Off Spinnaker Drive	Bk. 13379, Pg. 320	January 18, 1995
114-000-019-072	Off Bourne Road	Bk. 13379, Pg. 320	January 18, 1995
114-000-000-000	Off Spinnaker Drive	Bk. 13379, Pg. 320	January 18, 1995
123-001P-1226-000	Off Blueberry Road	Certificate. 107239	May 15, 2009
123-001P-1227-000	Off Blueberry Road	Certificate. 107239	May 15, 2009
124-000-009-112	Off Bourne Road	Certificate 70602	October 31, 2011

OPEN SPACE COMMITTEE

RECOMMENDATION: Approval \$12,500 (Unanimously, 12-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 15. Approval of this article will transfer the listed parcels from the Town Treasurer to the Conservation Commission for conservation purposes. These parcels were taken by the Town through a tax lien proceeding.

Memo

To: Plymouth Advisory & Finance Committee
From: Plymouth Open Space Committee
Date: August 21, 2025
Re: 2025 Fall Town Meeting, Article 15: Tax Title Property Conveyance

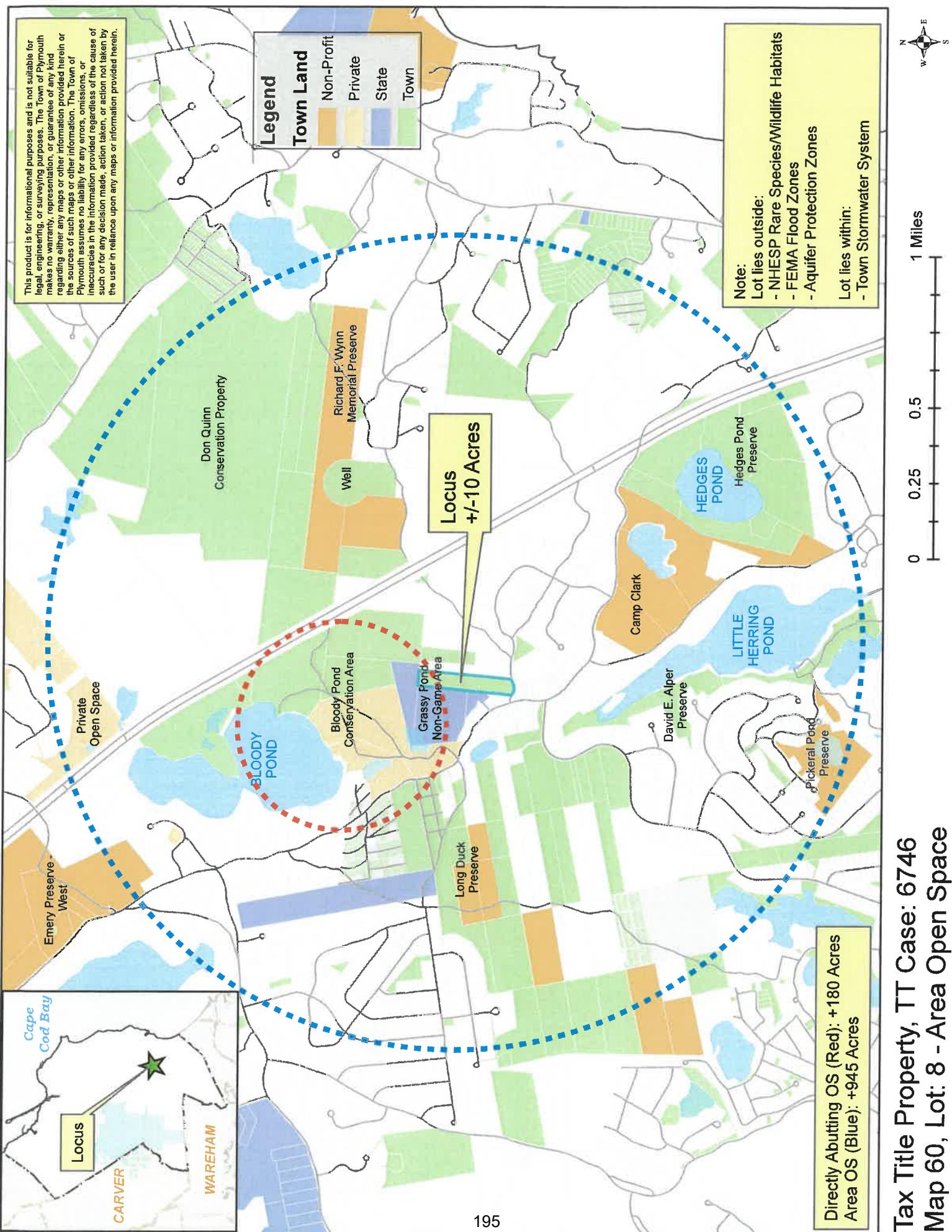
The Open Space Committee is seeking a favorable vote from the Select Board to support Article 15 for the care, custody, management and control of the parcels listed below as on file with the Town Clerk, from the Town Treasurer for tax title purposes to the Conservation Commission for conservation/open space purposes. As part of this article, the Committee is seeking for applicable funding for legal fees/title work for said conveyances in the amount of \$2,500.00/conveyance, for a total of \$12,500.00. This is based on five (5) separate existing foreclosures, as shown in the table below.

Please note that the current Town policy for all tax title property conveyances, including auction sales, are subject to a Deed Restriction, such that no primary structure shall be constructed (such as a dwelling). Ancillary structures (septic systems, pools, sheds, etc.) would be allowed.

Parcel ID	Location	Legal Reference	Recording Date
060-000-008-000	4 – 10 Mountain Hill Road	(1)Bk. 26569, Pg. 080	September 19, 2003
076-000-026-002	95 Beaver Dam Road	(2)Bk. 35653, Pg. 11	February 27, 2008
076-000-026-003	95 Beaver Dam Road	(2)Bk. 35653, Pg. 11	February 27, 2008
076-000-026-004	95 Beaver Dam Road	(2)Bk. 35653, Pg. 11	February 27, 2008
114-000-019-071	Off Spinnaker Drive	(3)Bk. 13379, Pg. 320	January 18, 1995
114-000-019-072	Off Bourne Road	(3)Bk. 13379, Pg. 320	January 18, 1995
114-000-000-000	Off Spinnaker Drive	(3)Bk. 13379, Pg. 320	January 18, 1995
123-001P-1226-000	Off Blueberry Road	(4)Certificate. 107239	May 15, 2009
123-001P-1227-000	Off Blueberry Road	(4)Certificate. 107239	May 15, 2009
124-000-009-112	Off Bourne Road	(5)Document. 683464	October 31, 2011

Parcel ID: 060-000-008-000 (Mountain Hill Road)

Lot 60 lies within the Rural Residential (RR) Zone and is located off Mountain Hill Road, along Long Pond Road and just north of Lunn's Way, and consists of +/-10 acres of primarily forested vegetation. As noted above, Lot 60 was foreclosed back in 2003. This property would provide excellent public access to the Bloody Pond Conservation and Grassy Pond Non-Game Areas, encompassing approximately 180 acres of existing protected open space. A drainage easement located at the southern end of the property will be provided to the Town for stormwater system maintenance and repair. Current assessment is: \$479,000.



(SEAL)

202847
Received & Recorded
PLYMOUTH COUNTY
REGISTRY OF DEEDS
19 SEP 2003 09:04AM
JOHN R. BUCKLEY, JR.
REGISTER
Bk 26569 Pg 80

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

Case No. T.L. 99580

FINAL JUDGMENT IN TAX LIEN CASE

TOWN OF PLYMOUTH
vs.
JAMES A. DEPAOLO

JUDGMENT

This case came on to be heard and was argued by counsel, and thereupon, upon consideration thereof, it is ADJUDGED and ORDERED that all rights of redemption are forever foreclosed and barred under the deed given by the Collector of Taxes for the TOWN OF PLYMOUTH in the County of Plymouth and said Commonwealth, dated June 26, 1992 and duly recorded in Book 11074, Page 144.

By the Court (Breuer, Dep. Rec.)

Attest:

Ann-Marie J. Breuer
Deputy Recorder

Dated: May 29, 2003

mb

A TRUE COPY
ATTEST:

John Charles F. Brower
DEPUTY RECORDER

I, Edward D. Borgatti, Collector of Taxes for
the City of Plymouth, pursuant and subject to the provisions
of General Laws, Chapter 60, Sections 53 and 54, hereby take for said ~~city~~ town the following
described land:

DESCRIPTION OF LAND

[The description must be sufficiently accurate to identify the premises and must agree with the notice of taking. In the case of registered land, the Certificate of Title Number and the Registry Volume and Page must be given.]

Land in said Plymouth on Long Pond Road, shown as Lot 8 on Assessors' Plat 60,
described in Ply. Deeds, B. 9284, P. 305. Supposed subsequent owner:

James A. DePaolo

Received & Recorded
PLYMOUTH COUNTY
REGISTRY OF DEEDS
26 JUN 1992 11:21AM
JOHN D. RYORDAN
REGISTER

Said land is taken for non-payment of taxes as defined in Section 43 of said Chapter 60
assessed thereon to.....
Northeast Housing Concepts, Inc.

for the year 19.90..., which were not paid within fourteen days after demand therefor made upon
Northeast Housing Concepts, Inc. on November 1, 19.90..., and now
remain unpaid together with interest and incidental expenses and costs to the date of taking in the
amounts hereinafter specified, after notice of intention to take said land given as required by law.

19.90 TAXES REMAINING UNPAID	(Bal.)	708.24
INTEREST TO THE DATE OF TAKING		221.78
INCIDENTAL EXPENSES AND COSTS TO THE DAY OF TAKING		96.33
SUM FOR WHICH LAND IS TAKEN		1,026.35

WITNESS my hand and seal this 26th day of June 19.92.

(DATE OF TAKING)

Edward D. Borgatti, Collector of Taxes for the City of Plymouth
Town of Plymouth

THE COMMONWEALTH OF MASSACHUSETTS

Plymouth, MA 02360
....., ss. June 26, 19.92.

Then personally appeared the above named Edward D. Borgatti
and acknowledged the foregoing instrument to be his free act and deed as Collector of Taxes,

before me James E. Coppola, Jr. - Notary Public -
My commission expires April 24, 19.98 James E. Coppola, Jr. - Notary Public -
107

Northeast Housing Concepts, Inc.,
 a corporation duly established under the laws of the Commonwealth of Massachusetts
 and having its usual place of business at 1275 Main Street, Waltham, Middlesex
 County, Massachusetts

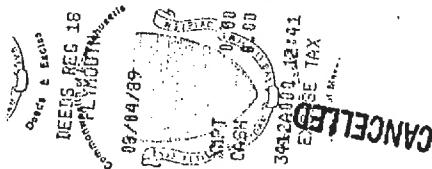
for consideration paid, and in full consideration of \$1.00
 grants to James A. DePaolo
 of P.O. Box 448, Wakefield, Middlesex County, Massachusetts
 with quitclaim covenants

the land in Plymouth, Plymouth County, Massachusetts, at Indian Land Division shown as
 Lot 8 on Assessors' Plat 60, described in Plymouth County Registry of Deeds,
 Book 3552, Page 193. *(Description under seal)*

Meaning and intending to convey all that land which was taken by the Town of Plymouth
 by instrument dated November 20, 1970, recorded in Book 4575, Page 406, except that,
 if any, which has been conveyed.

For title see deed recorded in Book 6665 at Page 20.

Said premises are neither all nor substantially all of the assets of the grantor.



In witness whereof, the said Northeast Housing Concepts, Inc.
 has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered
 in its name and behalf by Emilio V. Spagnuolo
 its President & Treasurer hereto duly authorized, this 18th
 day of July in the year one thousand nine hundred and eight-nine.
 Signed and sealed in presence of

NORTHEAST HOUSING CONCEPTS, INC.

Emilio V. Spagnuolo
 President and Treasurer

The Commonwealth of Massachusetts

Middlesex, ss. July 18, 1989

Then personally appeared the above named Emilio V. Spagnuolo
 and acknowledged the foregoing instrument to be the free act and deed of the Northeast Housing
 Concepts, Inc. before me

Notary Pub.

May 21

My commission expires

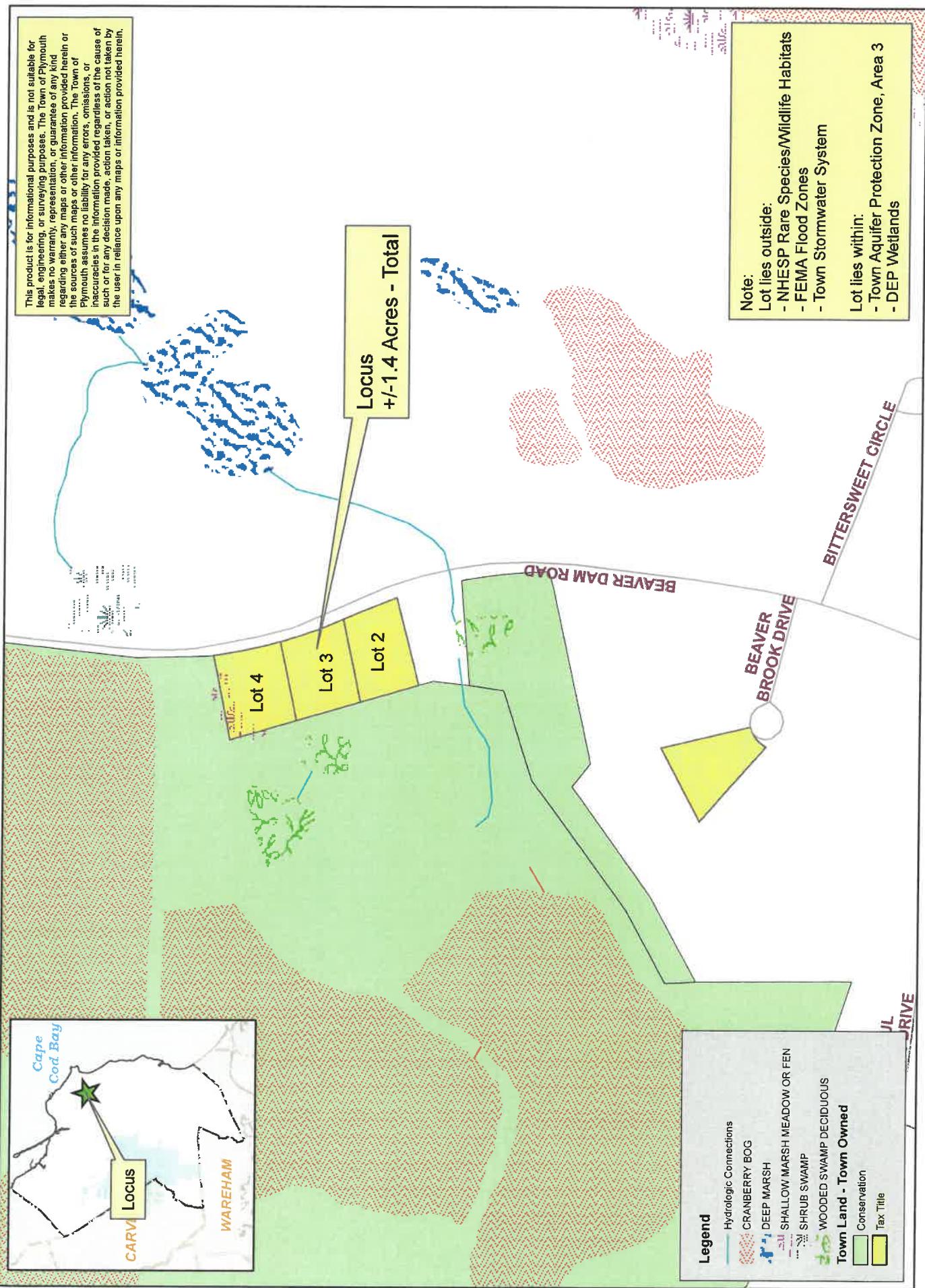
CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 497 OF 1969

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

REC'D AUG 4 1989 AT 12 45 PM AND RECORDED
 198

Parcel ID: 076-000-026-002, 076-000-026-003 & 076-000-026-004 (Beaver Dam Road)

Lots 26-2,3 and 4 are located within the R25 Zone and lie along Beaver Dam Road, abutting the Foothills Preserve, and consist of +/-1.4 combined acreage. A portion of these partially wooded lots contain DEP mapped wetland features (Shallow Marsh Meadow) and fall within Plymouth's Aquifer Protection Zone – Area 3 (Contributing Area of Significant Recreational Water Bodies). Final Judgement foreclosure was recorded on February 2008. Conveyance of these properties would substantially add to the ecological value of the Foothills Preserve by providing a permanently protected green buffer between it and Beaver Dam Road. The combined assessment for the three parcels are: \$31,400.



**Tax Title Property
Map 76, Lot.26-2 through 4 - Wetlands Map**

[SEAL]

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

Case No.: 07 TL 135966

15723
Received & Recorded
PLYMOUTH COUNTY
REGISTRY OF DEEDS
27 FEB 2008 03:34PM
JOHN R. BUCKLEY, JR.
REGISTER
Bk 35653 Pg 11

JUDGMENT IN TAX LIEN CASE

Town of Plymouth

vs.

Stanley J. DeCoste and John S. DeCoste

This case came on to be heard and was argued by counsel, and thereupon, upon consideration thereof, it is

ADJUDGED and ORDERED that all rights of redemption are forever foreclosed and barred under the following deed(s) given by and/or the tax taking(s) made by the Collector of Taxes for the Town of Plymouth in Plymouth County and said Commonwealth:

<u>Land Type</u>	<u>Tax Taking Date</u>	<u>Book No.</u>	<u>Page No.</u>	<u>Document No.</u>	<u>Certificate of Title No.</u>
Recorded	01/16/2007	33976	93		

By the Court: Deborah J. Patterson

Attest:

Deborah J. Patterson
Recorder

A TRUE COPY
ATTEST:

Deborah J. Patterson
RECORDE

Entered: January 18, 2008

Return to: Coppola and Coppola, 40 South St.,
Marblehead, MA 01945

(THIS INSTRUMENT NOT VALID UNLESS RECORDED WITHIN 60 DAYS OF THE * DATE OF TAKING)
STATE TAX-FORM 301

THE COMMONWEALTH OF MASSACHUSETTS
Town of Plymouth

.....
NAME OF CITY OR TOWN

OFFICE OF THE COLLECTOR OF TAXES

Edward B. Maccaferri, Jr.

I,....., Collector of Taxes for the
Plymouth
Town of....., pursuant and subject to the provisions of
General Laws, Chapter 60, Sections 53 and 54, hereby take for said Town the following described land.

DESCRIPTION OF LAND

(The description must be sufficiently accurate to identify the premises and must agree with the notice of taking.
In the case of registered land, the Certificate of Title Number and Registry Volume and Page must be given.)

Land in said Plymouth at 95 Beaver Dam Road, shown as Lot 26-2 on Assessors' Plat 76, described in Ply. Deeds, B. 4951, P. 247.

Said land is taken for non-payment of taxes as defined in Section 43 of said Chapter 60 assessed thereon to Stanley J. DeCoste and John S. DeCoste and Bruce A. DeCoste, for the year 2006, which were not paid within fourteen days after demand therefor made upon Stanley J. DeCoste and John S. DeCoste and Bruce A. DeCoste, on June 07, 2006 and now remain unpaid together with interest and incidental expenses and costs to the date of taking in the amounts hereinafter specified, after notice of intention to take said land given as required by law.

Received & Recorded
PLYMOUTH COUNTY
REGISTRY OF DEEDS
16 JAN 2007 02:45PM
JOHN R. BUCKLEY, JR.
REGISTER
Bk 33976 Pg 93

2006 tax **REMAINING UNPAID** \$257.87
INTEREST to the date of taking..... \$38.53 _____

2006 CPA tax _____
\$3.87

INCIDENTAL EXPENSES AND COSTS to the day of taking \$322.66

SUM FOR WHICH LAND IS TAKEN..... \$622.93

WITNESS my hand and seal this..... day of....., 2007
(*date of taking)
....., Collector of Taxes for the Town of.....
Edward B. Maccaferri, Jr.

THE COMMONWEALTH OF MASSACHUSETTS

Plymouth ss. January 16, 2007

Edward B. Maccaferri, Jr.

Then personally appeared the above named.....

and acknowledged the foregoing instrument to be his free act and deed as Collector of Taxes,

My Commission expires April 13, 2012 before me, James E. Coppola Jr. - Notary Public

Return to:
Collector of Taxes
Town Office Building
11 Lincoln St.
Plymouth, MA 02360

THIS FORM APPROVED BY THE DEPARTMENT OF REVENUE

I, THOMAS W. DOHERTY,
of Billerica,

Middlesex

County, Massachusetts

~~do hereby~~, for consideration paid, and in full consideration of SIX THOUSAND AND NO/100 DOLLARS
(\$6,000.00) grants to STANLEY J. DECOSTE, JOHN S. DeCOSTE, and BRUCE A. DeCOSTE, * as joint tenants, of

of 70 Dalby Street, Newton, Massachusetts, 02158, with quitclaim ~~inventuraria~~

the land in Plymouth, Plymouth County, Massachusetts, being shown as Lots 2, 3, and 4 on a plan of Land of Thomas W. Doherty of 16 Pine Way Billerica Mass., dated March 1970, ~~Recorded in the County Registry of Deeds as Plan No. 430 of 1970.~~ recorded at Plymouth Registry of Deeds as Plan No. 430 of 1970. Said Lots 2, 3, and 4 are together bounded and described according to said plan as follows:

NORTHEASTERLY by Beaver Dam Road, by five lines, measuring respectively, 44.96 feet, 71.32 feet, 10.00 feet, 131.07 feet, and 142.12 feet;

NORTHWESTERLY by land of S. Mendall Briggs et al, 146.52 feet;

SOUTHWESTERLY by land of the said S. Mendall Briggs et al, by three lines, measuring respectively, 141.00 feet, 141.00 feet, and 122.00 feet; and

SOTHEASTERLY by Lot 1 as shown on said plan, 175.14 feet.

Said Lot 2 contains 20,000 square feet of land, said Lot 3 contains 20,304 square feet of land, and said Lot 4 contains 20,000 square feet of land, all as according to said plan.

Subject to an Order of Taking made by the County Commissioners of Plymouth County, dated September 27, 1960, and recorded in Book 2805, Page 164 at said Deeds.

Being a portion of the premises: conveyed to the said Thomas W. Doherty by deed of Michael J. Bresnahan and Catherine C. Bresnahan, dated December 3, 1968, and recorded at said Deeds, Book 3493, Page 237.

Address of Property: Lots 2, 3, and 4 Beaver Dam Road, Plymouth, Massachusetts

Witness my hand and seal this fourth day of February 19 81

J. P. Doherty with
Sir of T.S.D.

Thomas W. Doherty

THOMAS W. DOHERTY

CA
ILED



The Commonwealth of Massachusetts

Middlesex, ss.

February 4, 19 81

Then personally appeared the above named Thomas W. Doherty

and acknowledged the foregoing instrument to be

his free act and deed, before me

JAMES P.D. WATERS, Notary Public — MASSACHUSETTS

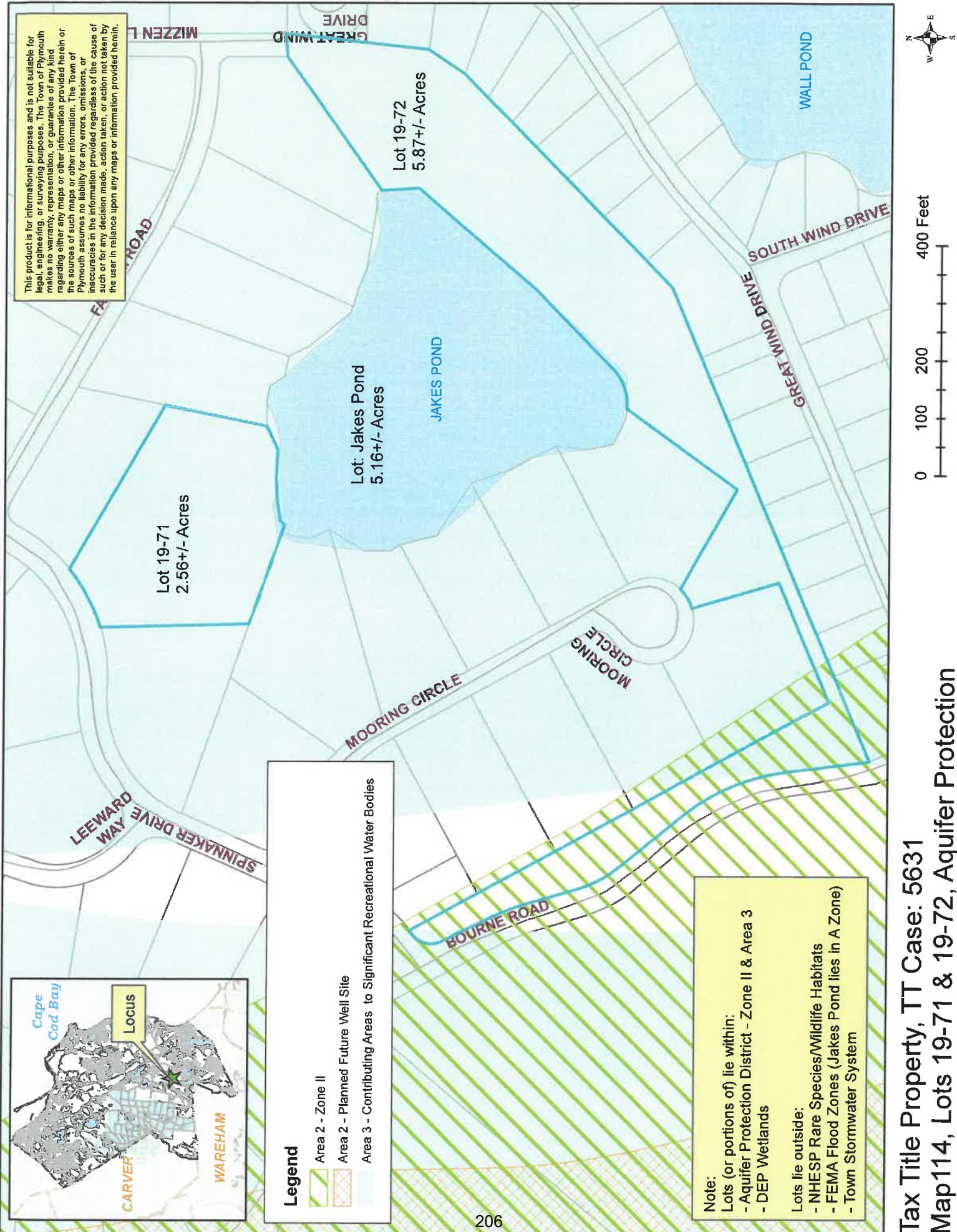
My Commission Expires February 1, 19 85

RECD FEB 6 1981 AT 2-00 PM AND RECORDED

Parcel ID: 114-000-019-071, 114-000-019-072 & 114-000-000-000 (Jakes Pond & Spinnaker Drive)

Lots 19-71, 19-72 and 000 are located within the R25 and Rural Residential (RR) Zones and lie within the Landmark Estates Subdivision, off Bourne Road and Spinnaker Lane. These lots were initially created as common open space for the development, which included Jake's Pond along with a beach area and green buffer from Bourne Road and the abutting subdivision. Portions of these lots lie with Plymouth's Aquifer Protection Zone II, as well as Area 3 (Contributing Area of Significant Recreational Water Bodies). A Final Judgement was recorded back in January 1995. Conveyance of these +/-13.5 acres into Conservation status will help protect the existing rural character of the subdivision while maintaining a legacy of passive recreation to the area. Please note that an access easement for the Fire Department to Jake's Pond (Lot 000) will be noted on the deed. Please note that the Assessors Office has not assigned a current assessment for these three properties.

This product is for informational purposes and is not suitable for legal, engineering, or surveying purposes. The Town of Plymouth makes no warranty, representation, or guarantee of any kind regarding either any maps or other information provided herein or the sources of such maps or other information. The Town of Plymouth assumes no liability for any errors, omissions, or inaccuracies in the information provided regardless of the cause of such or for any decision made, action taken, or action not taken by the user in reliance upon any maps or information provided herein.



Received & Recorded
 PLYMOUTH COUNTY
 REGISTRY OF DEEDS
 18 JAN 1995 11:04AM
 JOHN D. RIORDAN
 REGISTER
 Bk 13379 Pg 320

COMMONWEALTH OF MASSACHUSETTS

(SEAL)

LAND COURT
 DEPARTMENT OF THE TRIAL COURT

Case No. 85157 TL.

FINAL JUDGMENT IN TAX LIEN CASE

Town of Plymouth

vs.

Willard A. Rhodes, Trustee of The Ravenbrook Trust
 Captain's Country Home Owners Association, Inc.

JUDGMENT

This case came on to be heard and was argued by counsel, and thereupon, upon consideration thereof, it is
 ADJUDGED and ORDERED that all rights of redemption are forever foreclosed and barred under the deed
 given by the Collector of Taxes for the Town
 of Plymouth in the County of Plymouth
 and said Commonwealth, dated March 3, 1986 and duly recorded in
 Book 6612 Page 216

By the Court (Trombly, Recorder)

Attest:

A TRUE COPY
 ATTEST: *Jeanne M. Maloney*

Dated December 1, 1994

sb

DEPUTY Recorder
Jeanne M. Maloney

DEPUTY RECORDER

4
 ← END OF INSTRUMENT →

9023
342

BOOK 6612 PAGE 216

[THIS INSTRUMENT NOT VALID UNLESS RECORDED WITHIN 60 DAYS OF THE * DATE OF TAKING]
STATE TAX FORM 301

INSTRUMENT OF TAKING

THE COMMONWEALTH OF MASSACHUSETTS

Town of Plymouth
NAME OF CITY OR TOWN

OFFICE OF THE COLLECTOR OF TAXES

Edward D. Borgatti, Collector of Taxes for
the Town of Plymouth, pursuant and subject to the provisions
of General Laws, Chapter 60, Sections 53 and 54, hereby take for said town the following
described land:

DESCRIPTION OF LAND

(The description given is sufficiently accurate to identify the premises and must agree with the notice of taking. In the case of
registered land, the Certificate of Title Number and the Registry Volume and Page must be given.)

Land in said Plymouth on Bourne Road, shown as lot 19 304

on Assessors' Plat 114, described in Ply. Deeds, B. 3802, P. 334.

Supposed subsequent owner of part: Captain's Country Home Owners
Association, Inc.

Said land is taken for non-payment of taxes as defined in Section 43 of said Chapter 60
assessed thereon to.....

The Ravenbrook Trust, Willard A. Rhodes, Trustee

for the year 1984, which were not paid within fourteen days after demand therefor made upon
The Ravenbrook Trust,
Willard A. Rhodes, Trustee.....on November 14, 1984, and now
remain unpaid together with interest and incidental expenses and costs to the date of taking in the
amounts hereinafter specified, after notice of intention to take said land given as required by law.

1984 TAXES REMAINING UNPAID	1,343.32
INTEREST TO THE DATE OF TAKING	408.53
INCIDENTAL EXPENSES AND COSTS TO THE DAY OF TAKING	14.02
SUM FOR WHICH LAND IS TAKEN	1,765.87

WITNESS my hand and seal this.....3rd.....day of.....March.....1986

Edward D. Borgatti, Collector of Taxes for the Town of.....Plymouth,

Edward D. Borgatti

THE COMMONWEALTH OF MASSACHUSETTS

Plymouth, B.R. March 3, 1986

Then personally appeared the above named.....Edward D. Borgatti
and acknowledged the foregoing instrument to be his free act and deed as Collector of Taxes.

before me.....James E. Coppola
My commission expires.....August 14, 1992
Notary Public.....State of Massachusetts

19....., at.....o'clock and.....minutes.....M.
Received and entered with.....Registry of Deeds,
Book....., Page....., Document No....., Certificate of Title No.....

Attest: _____ Register: _____

THIS FORM APPROVED BY THE DEPARTMENT OF REVENUE
FORM 172A HOBBS & WARREN, INC., PUBLISHERS
REC'D MAR 5 1986 AT 10-24 AM AND RECORDED

COMMONWEALTH OF MASSACHUSETTS
DEEDS & EXCISE

CANCELLED

239.40

I, FLETCHER CLARK, Jr., EXECUTOR under the WILL of
FLETCHER CLARK, late of Sandwich, Barnstable County, Massachusetts,
by the power conferred by said will and every other power,

for - - - - - One Hundred Five Thousand - - - - - Dollars,

paid, grant to WILLARD A. RHODES of Middleborough, Plymouth
County, Massachusetts, TRUSTEE of THE RAVENBROOK TRUST under a
Declaration of Trust dated March 4, 1964, recorded in Plymouth
County Registry of Deeds, Book 3093, Page 1, as such Trust is
amended by instrument dated March 30, 1966, and recorded in said
Registry of Deeds, Book 3284, Page 33, and further amended by
instrument dated July 2, 1969, and recorded in said Registry of
Deeds, Book 3533, Page 152, and further amended by instrument
dated May 2, 1972, and recorded in said Registry of Deeds, Book
3793, Page 210, by the power conferred by said Trust and every other
power,

the land in Plymouth, Plymouth County, Massachusetts, on
the Easterly side of Bourne Road, bounded and described as follows:

Address of
Grantee:
52 Fuller Street,
Middleboro, Mass.

Beginning at a point in the Easterly line of the Bourne
Road at the Southwest corner of land of New Bedford Gas & Edison
Light Co., thence South $73^{\circ} 38' 30''$ East in their line 100 feet
to a cement bound; thence in the same course by land now or for-
merly of Saad Z. Kodsi 1896.68 feet to a bound;

thence South $0^{\circ} 33' 15''$ West 973.34 feet by land now or
formerly of Mary A. Webquish, Nathan Herrup et al to a corner;

thence North $89^{\circ} 24' 46''$ West 195.27 feet to a cement
bound by Great Wind Drive;

thence South $6^{\circ} 18' 35''$ West 250.16 feet by said Great
Wind Drive and land now or formerly of Avon B. Alden et ux to a
cement bound;

thence South $33^{\circ} 12' 10''$ West 74.96 feet by land now or
formerly of Arthur Romboli et ux to a cement bound;

thence South $45^{\circ} 35' 49''$ West 519.99 feet by land now or
formerly of George V. Abraham et ux, Anthony H. Thomas et ux, Paul
R. McGrath, Wallace C. Booth, Jr. et ux, Grace W. and Mildred L.
Schutt, Nicholas Orlando, and Harold G. Rice et ux to a cement
bound;

thence South $67^{\circ} 13' 10''$ West 893.80 feet by land now or
formerly of said Rice, Nicholas Orlando, Gismondo A. Silvestrone
et ux, John C. Chamberland et ux, Ralph A. Leone et ux, Richard J.
Muldoon et ux, Alexander Phillips et ux and Bernard H. Jezierski
et ux to a cement bound in the Easterly side of said road;

thence by said road in a general Northwesterly and Northerly
direction 3041.82 feet, more or less, to the point of beginning.

Being a portion of the premises acquired by the late Fletcher
Clark of Sandwich by Foreclosure Deed against John Kennard, dated
September 15, 1934, and recorded with Plymouth County Registry of
Deeds, Book 1677, Page 52.

Said premises are shown on "Plan of Land in Plymouth, Mass.,
Fletcher Clark: Owner, Scale 1" = 100', Mar. 17, 1972, Malcolm T.
Shaw Co. Inc., Survey Consultants, 590 Monponsett St.-Rte 58,
Halifax, Mass.", to be herewith recorded.

Said premises are conveyed subject to the taxes assessed as
of January 1, 1972, which the grantee assumes and agrees to pay.

See Plan
Book 16
Page 506

Witness my hand and seal this

31st

day of

July 1972.

Fletcher Clark Jr.
Executor u/w Fletcher Clark

THE COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss.

July 31 1972

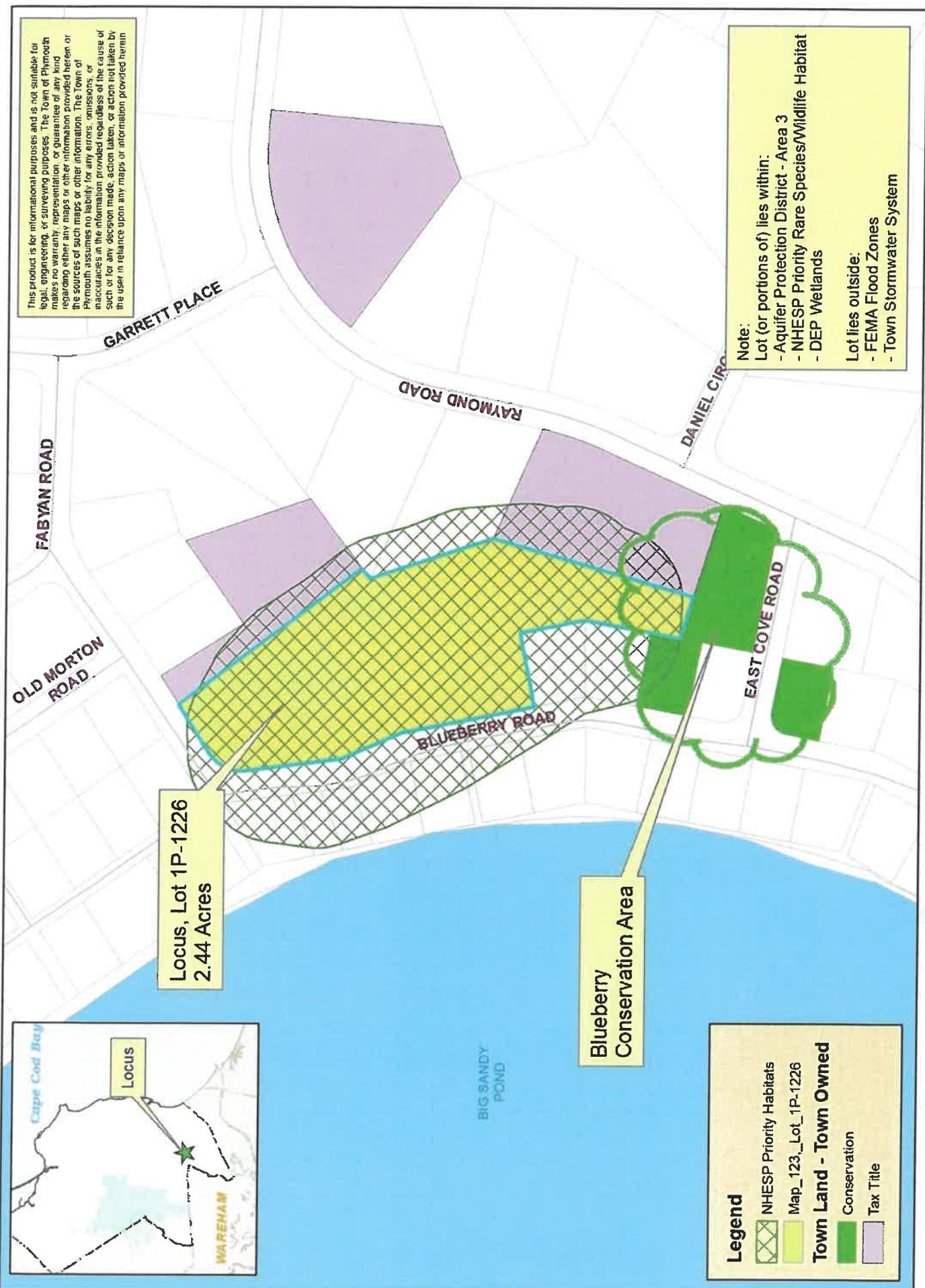
Then personally appeared the above named Fletcher Clark, Jr.,
Executor under the will of Fletcher Clark, and acknowledged the fore-
going instrument to be his free act and deed, before me

Buril V. Howard
Notary Public

My commission expires March 5, 1976.
REC'D JUL 31 1972 AT 3-35 PM AND INDEXED

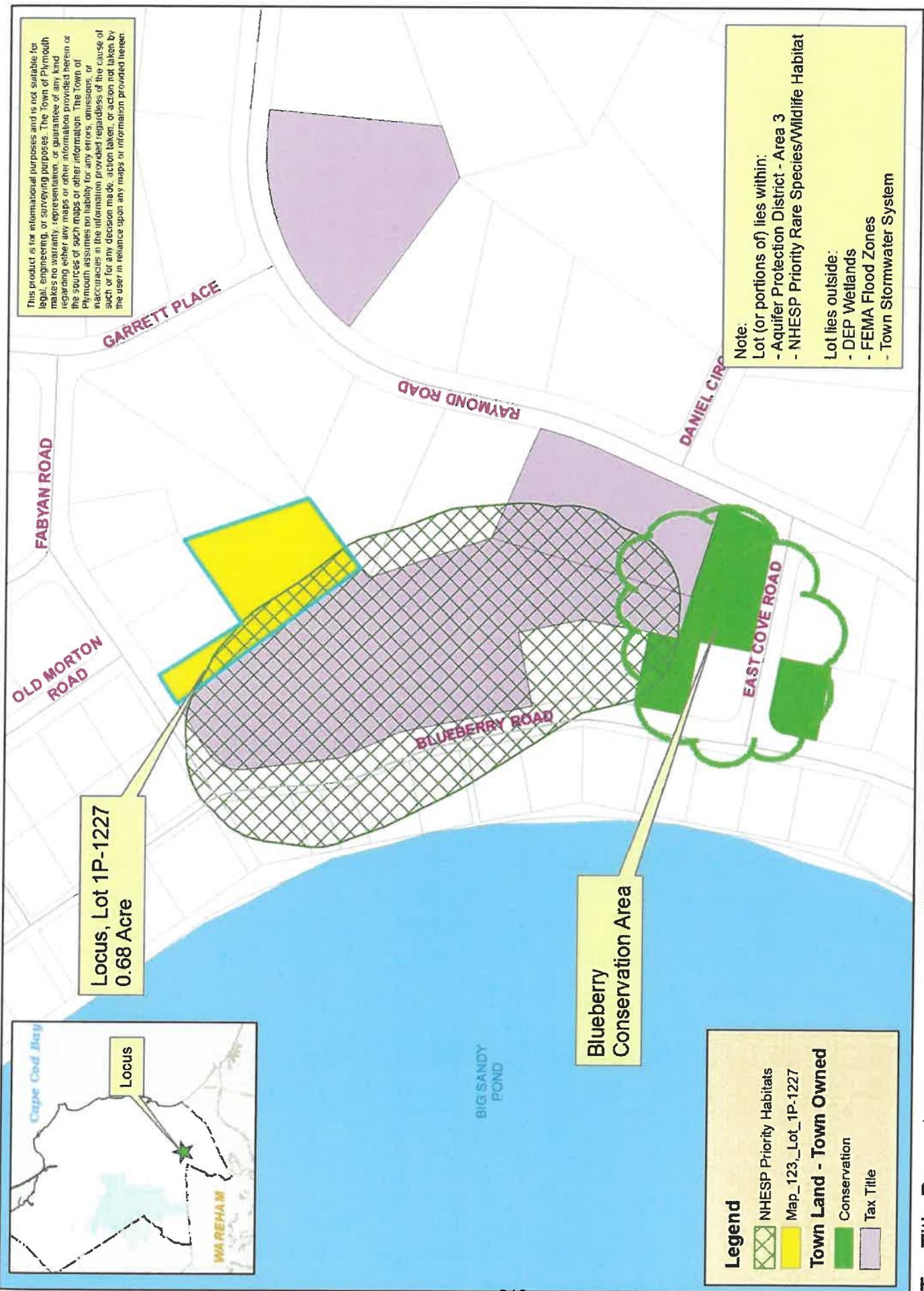
Parcel ID: 123-001P-1226-000 & 123-001P-1227-000 (Blueberry Road)

Lots 1P-1226 and 1P-1227 lie within the R25 Zone and are located along Blueberry Road and Fabyan Road, near Big Sandy Pond. A significant portion of these two properties, consisting of a combined +3 acres, lie within Natural Heritage Priority Habitats of Rare Species, as well as Area 3 (Contributing Area of Significant Recreational Water Bodies) of Plymouth's Aquifer Protection District. A small, but important, cluster of lots directly abutting to the south are currently under Conservation protection. The addition of these two parcels would enhance this ecologically fragile habitat. The current assessment for these two properties is: \$46,700.



Tax Title Property
NHESP Map
123-001P-1226-000

Map created by: The Plymouth Office
 of Planning & Development
 March 7, 2024



[SEAL]

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

Case No.: 07 TL 136010

JUDGMENT IN TAX LIEN CASE

Town of Plymouth

vs.

S. P. Realty Investment Company L. L. C.

This case came on to be heard and was argued by counsel, and thereupon, upon consideration thereof, it is

ADJUDGED and ORDERED that all rights of redemption are forever foreclosed and barred under the following deed(s) given by and/or the tax taking(s) made by the Collector of Taxes for the Town of Plymouth in Plymouth County and said Commonwealth:

<u>Land Type</u>	<u>Tax Taking Date</u>	<u>Book No.</u>	<u>Page No.</u>	<u>Document No.</u>	<u>Certificate of Title No.</u>
Registered	01/16/2007			616821	107239
Registered	01/16/2007			616822	107239
Registered	01/16/2007			616841	107239
Registered	01/16/2007			616840	107239

By the Court: Deborah J. Patterson

Attest:

Deborah J. Patterson
Recorder

Entered: April 6, 2009

A TRUE COPY
ATTEST:

Deborah J. Patterson

RECODER

(THIS INSTRUMENT NOT VALID UNLESS RECORDED WITHIN 60 DAYS OF THE * DATE OF TAKING)
STATE TAX-FORM 301
INSTRUMENT OF TAKING

THE COMMONWEALTH OF MASSACHUSETTS
Town of Plymouth

NAME OF CITY OR TOWN

OFFICE OF THE COLLECTOR OF TAXES

Edward B. Maccaferri, Jr.

I, , Collector of Taxes for the
Plymouth
Town of , pursuant and subject to the provisions of
General Laws, Chapter 60, Sections 53 and 54, hereby take for said Town the following described land.

DESCRIPTION OF LAND

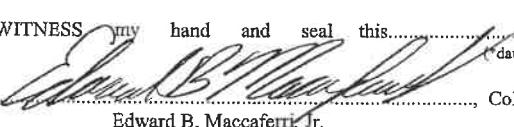
(The description must be sufficiently accurate to identify the premises and must agree with the notice of taking.
In the case of registered land, the Certificate of Title Number and Registry Volume and Page must be given.)

Land in said Plymouth on 22 Fabyan Way, shown as Lot 1P1226 on Assessors' Plat 123, being Lot 1226 on Ld. Ct. Pl. 6931-20, described in Ply. Reg. Dist. Cert. of Title 107239, B. 536, P. 39, outstanding in the name of S.P. Realty Investment Company L.L.C. 1W/2698%

Said land is taken for non-payment of taxes as defined in Section 43 of said Chapter 60 assessed thereon to LeBlanc Homes of Massachusetts, Inc. for the year 2006, which were not paid within fourteen days after demand therefor made upon LeBlanc Homes of Massachusetts, Inc. on June 07, 2006 and now remain unpaid together with interest and incidental expenses and costs to the date of taking in the amounts hereinafter specified, after notice of intention to take said land given as required by law.

2006 tax REMAINING UNPAID	<u>\$187.72</u>
INTEREST to the date of taking	<u>\$27.16</u>
2006 CPA tax	<u>\$2.82</u>

INCIDENTAL EXPENSES AND COSTS to the day of taking	<u>\$322.66</u>
SUM FOR WHICH LAND IS TAKEN	<u>\$540.36</u>

WITNESS my hand and seal this day of , 2007
(date of taking)

Edward B. Maccaferri, Jr., Collector of Taxes for the Town of
Plymouth

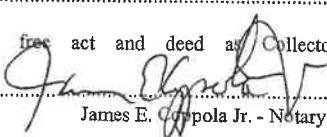
THE COMMONWEALTH OF MASSACHUSETTS

Plymouth , ss.

January 16, 2007

Edward B. Maccaferri, Jr.

Then personally appeared the above named
and acknowledged the foregoing instrument to be his free act and deed as Collector of Taxes,

My Commission expires April 13, 2012 before me James E. Copola Jr. - Notary Public


Return to:
Collector of Taxes
Town Office Building
11 Lincoln St.
Plymouth, MA 02360

THIS FORM APPROVED BY THE DEPARTMENT OF REVENUE

Transfer Certificate of Title

Cert. No. 107239
Book 536 Page 39
Doc. No. 585902

From Certificate No. 88546
Originally Registered 12 SEP 1995
in Registration Book 442
Page 146
for the Registry District of Plymouth County.

This is to Certify that S P REALTY INVESTMENT COMPANY LLC a limited liability company

at Swansea in the County of Bristol and Commonwealth of Massachusetts, is the owner in fee simple, of that certain parcel of land situate in Plymouth in the County of Plymouth and said Commonwealth, described as follows:

Being Lots 610 and 611 on sheets 1 and 2 of subdivision plan #6931W, drawn by Bradford Saivetz & Associates, Inc., Surveyors, dated December 6, 1985; Lots 677 and 720 on sheets 1 and 3 of subdivision plan #6931X, drawn by Bradford Saivetz & Associates, Inc., Surveyors, dated February 14, 1986; Lot 737 on subdivision plan #6931Z, drawn by Norwood Engineering Co., Inc., Surveyors, dated May 14, 1987; Lots 857, 866, 869, 870 on sheets 5, 8 and 9 of subdivision plan #6931-6, drawn by Bradford Saivetz & Associates, Inc., Surveyors, dated January 23, 1987; Lots 891 and 893 on subdivision plan #6931-9, drawn by Norwood Engineering Co., Inc., Surveyors, dated August 21, 1989; Lot 901 on subdivision plan #6931-12, drawn by Norwood Engineering Co., Inc., Surveyors, dated December 1, 1989; Lots 920 on sheet 3 of subdivision plan #6931-13, drawn by Norwood Engineering Co., Inc., Surveyors, dated October 23, 1989; Lot 923 on subdivision plan #6931-14, drawn by Norwood Engineering Co., Inc., Surveyors, dated October 10, 1989; Lots 1017, 1018, 1019, 1020, 1021, 1022, and 1023 on sheets 2, 5, 7, 9 and 10 of subdivision plan #6931-15, drawn by Bradford Saivetz & Associates, Inc., Surveyors, dated August 31, 1987 and Sept 21, 1987; Lot 1074 on subdivision plan #6931-17, drawn by Bradford Saivetz & Associates, Inc., Surveyors, dated July 8, 1990; Lots 1219, 1220, 1221, 1222, 1223, 1224, 1226, 1227, 1228 on sheets 3, 4, 5, 6, 7, 8, 12, 14, 15, 16, 17, 18, and 19 of subdivision plan #6931-20, drawn by Bradford Saivetz & Associates, Inc., Surveyors, dated May 31, 1997; Lots 1279, and 1280 on sheet 1 of subdivision plan #6931-21, drawn by Bradford Saivetz & Associates, Inc., Surveyors, dated July 28, 1995 and Lots 1286 and 1289 on subdivision plan #6931-24, drawn by Bradford Saivetz & Associates, Inc., Surveyors, dated April 18, 1997 all filed with Certificate of Title No. 69892, except the water lines, as determined by the Court to be located as shown on said plans.

There is excepted and excluded from the land the fee in Kirk's Circle, Joyce Drive, Raymond Road, Dickson Drive, Lunn's Way, Garrett Place, Blueberry Road, Fabyan Road and Marshall Drive abutting said lots.

Said lots are subject to an easement from Frank G. Raymond to the Plymouth County Electric Company et al, dated August 27, 1952, filed and registered as document #42226.

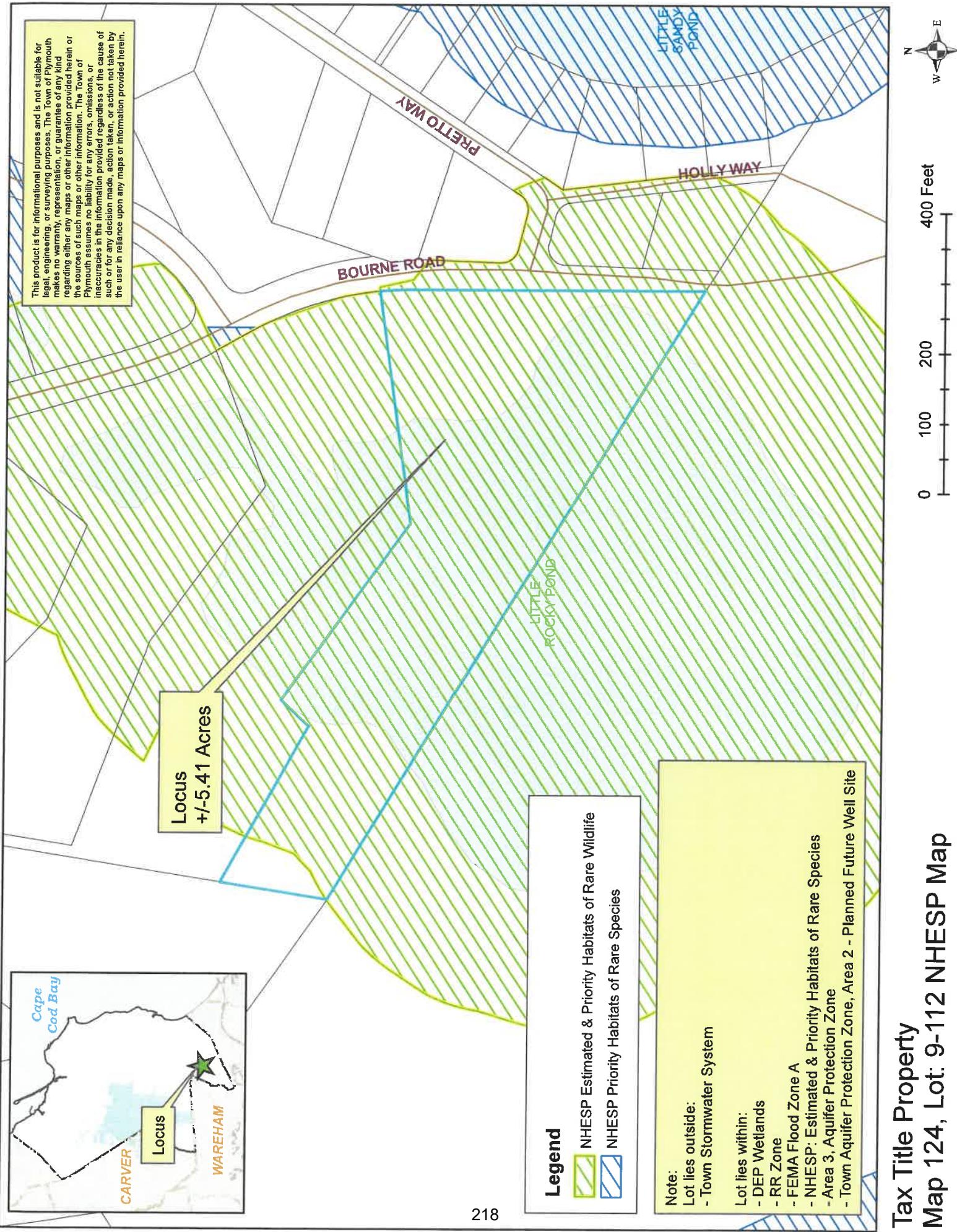
Said lots are also subject to the easements set forth in a deed given by Levi Swift to Sylvester P. Nightengale et al, dated January 21, 1885, duly recorded in Book 517, Page 301, and in a deed given by Francis Wright Fabyan to Margaret A. Raymond, dated November 15, 1918, duly recorded in Book 1332, Page 465.

So much of said land as is included within the limits of the road as approximately shown on plan #6931-15 is also subject to the rights of all persons lawfully entitled thereto in and over the same; there is appurtenant to said land a right of way over the land of said Raymond lying southerly of said land and extending in a general southerly direction from the land over said Raymond land and over land of Joseph E. Doherty to "Carter's Bridge" as approximately shown on plan #6931B.

Parcel ID: 124-000-009-112 (Bourne Road)

Lot 9-112 is located within the Rural Residential (RR) Zone and located directly west of the intersection of Bourne Road and Pretto Way. A significant portion of this 5+ acre parcel consists of Little Rocky Pond, as well as Natural Heritage Estimated and Priority Habitats of Rare Species and Wildlife. Additionally, Lot 9-112 falls within Plymouth's Aquifer Protection Zone II, Area 2 (Planned Future Well Site) and Area 3 (Contributing Area of Significant Recreational Water Bodies). This parcel will allow for public access to Little Rocky Pond and expand the existing trail connectivity, while enhancing the existing protected open space within the Bournewoods Subdivision. Please note that this lot directly abuts the northern edge of the 1,000 Acre Site. The current assessment for Lot 9-112 is: \$119,000.

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COMMONWEALTH OF MASSACHUSETTS
 LAND COURT
 DEPARTMENT OF THE TRIAL COURT

Case No.: 09 TL 139717



2011 00683484

Bk: 00353 Pg: 2 Cert: 70602

Doc: JGMT 10/31/2011 09:26 AM

ATTEST: John R. Buckley, Jr. Register
 Plymouth County Registry of Deeds

JUDGMENT IN TAX LIEN CASE

Town of Plymouth

vs.

Donald F. Grassi

This case came on to be heard and was argued by counsel, and thereupon, upon consideration thereof, it is

ADJUDGED and ORDERED that all rights of redemption are forever foreclosed and barred under the following deed(s) given by and/or the tax taking(s) made by the Collector of Taxes for the Town of Plymouth in Plymouth County and said Commonwealth:

<u>Land Type</u>	<u>Tax Taking Date</u>	<u>Book No.</u>	<u>Page No.</u>	<u>Document No.</u>	<u>Certificate of</u>
Registered	04/01/2009			647633	Title No.

70602

By the Court: Deborah J. Patterson

Attest:

A TRUE COPY
 ATTEST:

Deborah J. Patterson
 RECORDER

Deborah J. Patterson
 Recorder

Entered: September 13, 2011

THE COMMONWEALTH OF MASSACHUSETTS

Plymouth Registry I
647635
INSTRUMENT OF TAKING

Received for Regist
02 APR 2
11 : 204
ESTATE OF

Transaction:
Fee:
Affected Cert(s):
TO
Pages:

Town of Plymouth,
NAME OF CITY OR TOWN

OFFICE OF THE COLLECTOR OF TAXES

Edward B. Maccaferri, Jr.

I,....., Collector of Taxes for
Plymouth

Town of....., pursuant and subject to the provisions of General Laws,
Chapter 60, Sections 53 and 54, hereby take for said Town the following described land.

DESCRIPTION OF LAND

(The description must be sufficiently accurate to identify the premises and must agree with the notice of taking.
In the case of registered land, the Certificate of Title Number and Registry Volume and Page must be given.)

Land in said Plymouth on Bourne Road, shown as Lot 9-112 on Assessors' Plat 124, being Lot 112 on Ld.Ct.Pl.2340-3, filed with
Cert. of Title 23762, described in Ply. Reg. Dist. Cert. of Title 70602, B. 353, P.2.

Said land is taken for non-payment of taxes as defined in Section 43 of said Chapter 60 assessed thereon
to Donald F. Grassi for the year(s) 2008, which were not paid within fourteen days after demand therefor
made upon Donald F. Grassi on October 06, 2008 and now remain unpaid together with interest and incidental
expenses and costs to the date of taking in the amounts hereinafter specified, after notice of intention to take
said land given as required by law.

\$1,117.71

2008 tax **REMAINING UNPAID**

\$197.11

INTEREST to the date of taking.....

2008 CPA tax

\$16.77

\$292.55

INCIDENTAL EXPENSES AND COSTS to the day of taking

\$1,624.14

SUM FOR WHICH LAND IS TAKEN.....

WITNESS my hand and seal this..... day of....., 2009

(*date of taking)

Plymouth

....., Collector of Taxes for the Town of

Edward B. Maccaferri, Jr.

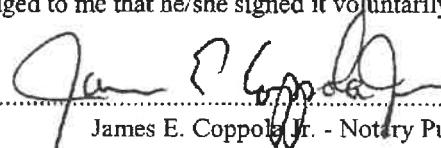
THE COMMONWEALTH OF MASSACHUSETTS

Plymouth

April 01, 2009

On this 1st day of April 2009, before me, the undersigned notary public, personally appeared Edward B. Maccaferri, Jr.
proved to me through satisfactory evidence of identification which were driver's license and personal knowledge, to be the person whose
name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose,
as Collector of Taxes for the City/Town of Plymouth

My Commission expires April 13, 2012 before me, James E. Coppola Jr. - Notary Public
Return to:


.....
James E. Coppola Jr. - Notary Public

ARTICLE 16:

ARTICLE 16: CPC – Open Space & Recreation – Dark Orchard Trail

To see if the Town will vote to appropriate \$900,000.00 from the Community Preservation available funds, reserve funds, or fund balance or any other available fund and/or borrow for the creation and/or restoration and rehabilitation of land for open space and recreational use pursuant to the Community Preservation Act, creating Dark Orchard All Persons Trail on underdeveloped Town owned land within commonly known as Jenney Pond and Town Brook Park and Town Brook as shown as Assessors Map 18, Lot 43, Map 21, Lot 78, Map 18, Lot 40A, for the purpose of creating, improvements and enhancements to trails and further that said land be held under the care, custody, and control of the Conservation Commission; based on the recommendation of the Community Preservation Committee pursuant to G.L. Ch.44 or pursuant to any other enabling authority; the Select Board is authorized to grant a conservation restriction in said property in accordance with G.L.c.44B, §12 meeting the requirements of G.L. Ch.184, §31-33; and further that Town officials are authorized to enter into all agreements and execute any and all instruments as may be necessary on behalf of the Town to effect said construction and related projects; or take any other action relative thereto.

COMMUNITY PRESERVATION COMMITTEE

RECOMMENDATION: Approval \$900,000 (Unanimously, 14-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 16. Approval of this Article will create the first public univerally accessible nature trail in Plymouth. The trail will consist of 2,500 linear feet of 100% accessible boardwalks, bridges, and sidewalks. It will include benches/sitting areas, guide ropes & tactile features to aid visually impaired persons utilizing the trail, trail makers, kiosks, interpretive signage and additional handicap parking. The Community Preservation voted in the affirmative contingent upon the Town receiving a grant from the state to reimburse a portion of the cost.

REFER TO CPC BOOK FOR FULL DETAILS



TOWN OF PLYMOUTH COMMUNITY PRESERVATION COMMITTEE

MEMO

TO: Town Meeting, Board of Selectmen, and the Advisory & Finance Committee
From: The Community Preservation Committee
Date: August 8, 2025
Re: Fall Town Meeting 2025: CPA Article # 16 Dark Orchard All Persons Trail

ARTICLE #16 : Open Space and Recreation, Dark Orchard All Persons Trail

To see if the Town will vote to appropriate \$900,000.00 from the Community Preservation available funds, reserve funds, or fund balance or any other available fund and/or borrow for the creation and/or restoration and rehabilitation of land for open space and recreational use pursuant to the Community Preservation Act, creating Dark Orchard All Persons Trail on underdeveloped Town owned land within commonly known as Jenney Pond and Town Brook Park and Town Brook as shown as Assessors Map 18, Lot 43, Map 21, Lot 78, Map 18, Lot 40A, to grant the Department of Energy & Environment for the purpose of creating, improvements and enhancements to trails and further that said land be held under the care, custody, and control of the Conservation Commission; based on the recommendation of the Community Preservation Committee pursuant to M.G.L.c.44 or pursuant to any other enabling authority; the Select Board is authorized 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, section 31-33; and further that Town officials are authorized to enter into all agreements and execute any and all instruments as may be necessary on behalf of the Town to effect said construction and related projects; or take any other action relative thereto.

COMMUNITY PRESERVATION COMMITTEE

CPC RECOMMENDATION: Approval (8-0-0)

The Community Preservation Committee voted unanimously in the affirmative for this article at its meeting held Thursday, July 31, 2025.

SUMMARY & INTENT:

The Community Preservation Committee recommended Article # 16 for the Fall Town Meeting 2025 for the appropriation of \$900,000.00 for the creation of ADA accessible trails within the underdeveloped portion of land within Jenney Park for those who cannot physically access Plymouth's natural resources safely, due to inaccessibility of traditional walking hiking trails. The funding for this article is \$500,000 from CPA available funds, \$300,000 from the Environmental Affairs Fund and \$100,000 from a Mass Trails Grant. The vote is contingent upon the Town receiving a grant from the state to reimburse a portion of the cost.

ARTICLE 17:

ARTICLE 17: CPC – Open Space & Recreation – Gilmore Land Acquisition

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. Ch. 44B and to accept the deed to the Town of Plymouth, of a fee simple interest of land located off Bogside Drive, Highview Road, Acorn Trail, Hollis Road, Edgewater Drive, and Beaver Dam Road in the Town of Plymouth comprised of 20.8 acres, more or less, shown on Assessors Map 75, Lots 9-29, 9-30, 9-31, 9-32, 9-33, 9-34, 9-35, 9-36, 9-37, 9-38, 9-39, 9-40, and 9-44, and further that said land be held under the care, custody, and control of the Conservation Commission; and as funding therefor to vote to appropriate a \$729,290.92 for the acquisition and other costs associated therewith from the Community Preservation Fund, fund balance, reserves, and/or borrow or otherwise fund said total sum pursuant to G.L.Ch.44B §11 or G.L.Ch.44 §7 or any other enabling authority; provided, however, that any such borrowing authority shall be reduced by the amount of any grants received by the Town prior to such borrowing; and further, to authorize the Board of Selectmen to grant a conservation restriction in said property in accordance with G.L.Ch.44B §12 meeting the requirements of G.L.c.184 §31-33; and to authorize appropriate Town officials to enter in 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 \$729,290.92 (Unanimously, 14-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 17. Approval of this Article will authorize the Town to purchase 13 parcels of land, totaling 20.8 acres, directly abutting Beaver Dam Conservation Area & Tidmarsh Wildlife Sanctuary. This purchase will also contribute to permanently protecting 97 ± % of Little Island Pond's shoreline. The Community Preservation voted in the affirmative contingent upon the Town receiving \$448,000 in grant reimbursements.

REFER TO CPC BOOK FOR FULL DETAILS



TOWN OF PLYMOUTH COMMUNITY PRESERVATION COMMITTEE

MEMO

TO: Town Meeting, Board of Selectmen, and the Advisory & Finance Committee
From: The Community Preservation Committee
Date: August 8, 2025
Re: Fall Town Meeting 2025: CPA Article #17 Gilmore Land Purchase

ARTICLE #17: Open Space and Recreation, Gilmore Land Purchase

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, or of a fee simple interest of land located off Bogside Drive, Highview Road, Acorn Trail, Hollis Road, Edgewater Drive, and Beaver Dam Road in the Town of Plymouth comprised of 20.8 acres, more or less, shown on Assessors Map 75, Lots 9-29, 9-30, 9-31, 9-32, 9-33, 9-34, 9-35, 9-36, 9-37, 9-38, 9-39, 9-40, and 9-44, and further that said land be held under the care, custody, and control of the Conservation Commission; and as funding therefor to vote to appropriate a \$729,290.92 for the acquisition and other costs associated therewith from the Community Preservation Fund, fund balance, reserves, and/or borrow or otherwise fund said total sum pursuant to G.L.c.44B §11 or G.L.c.44 §7 or any other enabling authority; provided, however, that any such borrowing authority shall be reduced by the amount of any grants received by the Town prior to such borrowing; and further to authorize the Board of Selectmen to grant a conservation restriction in said property in accordance with G.L.c.44B §12 meeting the requirements of G.L.c.184 §31-33; and to authorize appropriate Town officials to enter in 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 (8-0-0)

The Community Preservation Committee voted unanimous if the affirmative for this article at its meeting held Thursday, July 31, 2025.

SUMMARY & INTENT:

The Community Preservation Committee recommended Article #17 for the Fall Town Meeting 2025 for the purchase of thirteen parcels of land, totaling 20.80 acres, to benefit the Town three ways. 1. Providing open space, 2. Removing the land from present degrading practices, and 3. Ecosystem benefits resulting from the major change in land use. Purchasing this land will result in connectivity to abutting tracts of open space Town-owned Beaver Dam Conservation Area and non-profit Mass Audubon-owned Tidmarsh Wildlife Sanctuary. Parking is already established as well as trails to Little Island Pond. The vote is contingent upon the Town receiving \$448,000.00 in grant reimbursements.

ARTICLE 18:

ARTICLE 18: CPC – Affordable Housing – Habitat for Humanity

To see if the Town will vote to raise and appropriate \$70,000.00 from the Community Preservation available funds, reserve funds, or fund balance and any other available fund and/or borrow and grant to the Habitat for Humanity of Greater Plymouth for the purposes of affordable housing and construct a single family home pursuant to G.L. c. 44B, §12 and G.L. c. 184, §31-33 with deed restricted affordable housing on the property located at 31 Strand Avenue, Plymouth, Massachusetts, Lot H28, Assessors Map 046-000H-000H-028 and further to authorize the Select Board to enter into a grant agreement with the Habitat for Humanity of Greater Plymouth for such purposes, and to accept the affordable housing restriction, or take any other action relative thereto.

COMMUNITY PRESERVATION COMMITTEE

RECOMMENDATION: Approval \$70,000 (Unanimously, 14-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 18. Approval of this Article will allow a grant to Habitat for Humanity for the purpose of construction support for a single family home on 31 Strand Avenue with an affordable housing deed restriction in perpetuity. This property will count toward the towns Subsidized Housing Inventory.

REFER TO CPC BOOK FOR FULL DETAILS



TOWN OF PLYMOUTH COMMUNITY PRESERVATION COMMITTEE

MEMO

TO: Town Meeting, Board of Selectmen, and the Advisory & Finance Committee
From: The Community Preservation Committee
Date: August 8, 2025
Re: Fall Town Meeting 2025: CPA Article #18 Habitat for Humanity

ARTICLE 18 : Affordable Housing, Habitat for Humanity

To see if the Town will vote to raise and appropriate \$70,000.00 from the Community Preservation available funds, reserve funds, or fund balance and any other available fund and/or borrow and grant to the Habitat for Humanity of Greater Plymouth for the purposes of affordable housing and construct a single family home pursuant to G.L. c. 44B, §12 and G.L. c. 184, §§ 31-33 with deed restricted affordable housing on the property located at 31 Strand Avenue, Plymouth, Massachusetts, Lot H28, Assessors Map 046-000H-000H-280 and further to authorize the Select Board to enter into a grant agreement with the Habitat for Humanity of Greater Plymouth for such purposes, and to accept the affordable housing restriction, or take any other action relative thereto.

COMMUNITY PRESERVATION COMMITTEE

CPC RECOMMENDATION: Approval 5-3-0

The Community Preservation Committee voted 5 affirmatively 3 negatively for this article at its meeting held Thursday, July 31, 2025.

SUMMARY & INTENT:

The Community Preservation Committee recommended Article # for the Fall Town Meeting 2025 for the appropriation of \$70,000.00 to Habitat for Humanity of Greater Plymouth for the purpose of constructing a single-family home at 31 Strand Avenue, with an affordable housing deed restriction to count on the Subsidized Housing Inventory in perpetuity.

ARTICLE 19:

ARTICLE 19: CPC - Historic Preservation – Little Red Schoolhouse

To see if the Town will vote to raise and appropriate \$36,000.00 from the Community Preservation available funds, reserve funds, or fund balance and any other available fund and/or borrow for historic preservation purposes, for the purposes of funding a Little Red Schoolhouse Existing Conditions Study based on the recommendation of the Community Preservation

Committee pursuant to G.L. Chapter 44B, or take any other action relative thereto.

COMMUNITY PRESERVATION COMMITTEE

RECOMMENDATION: Approval \$36,000 (12-2-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 19. Approval of this Article will allow for a existing conditions study of the historically significant Little Red Schoolhouse to evaluate the necessary steps to preserve the structure. The committee expressed concerned about the apparent high cost and noted this is a budget number. The final cost will be determined by the procurement process.

REFER TO CPC BOOK FOR FULL DETAILS



TOWN OF PLYMOUTH COMMUNITY PRESERVATION COMMITTEE

MEMO

TO: Town Meeting, Board of Selectmen, and the Advisory & Finance Committee
From: The Community Preservation Committee
Date: August 8, 2025
Re: Fall Town Meeting 2025: CPA Article #19 Little Red Schoolhouse

ARTICLE 19: Historic Preservation, Little Red Schoolhouse

To see if the Town will vote to raise and appropriate \$36,000.00 from the Community Preservation available funds, reserves funds, or fund balance and any other available fund and/or borrow for historic preservation purposes, Little Red Schoolhouse Existing Conditions Study based on the recommendation of the Community Preservation Committee pursuant to G.L. Chapter 44B, or take any other action relative thereto.

COMMUNITY PRESERVATION COMMITTEE

CPC RECOMMENDATION: Approval 7-1-0

The Community Preservation Committee voted 7 affirmatively - 1 negatively to recommend this Article ## at its meeting held Thursday, July 31, 2025.

SUMMARY & INTENT:

The Community Preservation Committee recommended Article # 19 for the Fall Town Meeting 2025 for the appropriation of \$36,000.00 for the existing conditions study of the historically significant Little Red Schoolhouse built in 1830 as to further evaluate the necessary steps to preserve the structure.

ARTICLE 20:

ARTICLE 20: CPC – Historic Preservation – Memorial Hall

To see if the Town will vote to appropriate \$90,000.00, from the Community Preservation Fund reserves, fund balance, any other available fund and/or borrow for the purposes of funding a Historic Structure Report for Memorial Hall for historic purposes pursuant to the Community Preservation Act, to identify significant features, spaces, existing condition report and specifically to further guide the historic restoration of the structure, Memorial Hall, based on the recommendation of the Community Preservation Committee pursuant to G.L. c. 44B, or take any other action related thereto.

COMMUNITY PRESERVATION COMMITTEE

RECOMMENDATION: Approval \$90,000 (Unanimously, 14-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 20. Approval of this Article will allow for a Historic Structure Report to identify significant features and architecture to guide the historic restoration, preservation, and renovations of Memorial Hall.

REFER TO CPC BOOK FOR FULL DETAILS



TOWN OF PLYMOUTH COMMUNITY PRESERVATION COMMITTEE

MEMO

TO: Town Meeting, Board of Selectmen, and the Advisory & Finance Committee
From: The Community Preservation Committee
Date: August 8, 2025
Re: Fall Town Meeting 2025: CPA Article #20 Memorial Hall Historic Structure Report

ARTICLE 20: Historic Preservation, Memorial Hall Historic Structure Report

To see if the Town will vote to appropriate \$90,000.00, from the Community Preservation Fund reserves, fund balance, any other available fund and/or borrow for the purposes of funding a Historic Structure Report for Memorial Hall for historic purposes pursuant to the Community Preservation Act, to identify significant features, spaces, existing condition report and specifically to further guide the historic restoration of the structure, Memorial Hall, based on the recommendation of the Community Preservation Committee pursuant to G.L. c. 44B; or take any other action related thereto.

COMMUNITY PRESERVATION COMMITTEE

CPC RECOMMENDATION: Approval (5-2-0)

The Community Preservation Committee voted 5 in the affirmative and 2 negatively for this article at its meeting held Thursday, August 7, 2025.

SUMMARY & INTENT:

The Community Preservation Committee recommended Article #20 for the Fall Town Meeting 2025 for the appropriation of \$90,000.00 for a Historic Structure Report to contribute to the preservation, restoration, and improvements to the historic building.

ARTICLE 21:

ARTICLE 21: CPC – Open Space and Recreation – Training Green

To see if the Town will vote to appropriate \$644,000.00 from the Community Preservation Fund reserves, fund balance, any other available fund and/or borrow for the creation and/or restoration and rehabilitation of land for open space and recreational use pursuant to the Community Preservation Act, which land is commonly known as the Training Green, and is shown on Assessors Map 19, Plot 238 as Lots 000 and specifically for the rehabilitation and rebuilding of the Training Green as described in the Cost Summary and Schematic Plan (the “Plan”) designed by SLR, dated July 10, 2025 as presented to the Select Board and Historic District Committee; and as funding therefor, based on the recommendation of the Community Preservation Committee pursuant to G. L. Chapter 44B, or take any other action related thereto.

COMMUNITY PRESERVATION COMMITTEE

RECOMMENDATION: Approval \$644,000 (Unanimously, 14-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 21. Approval of this article will authorize the rehabilitation and rebuilding of the Training Green as described in the Final Schematic Plan by SLR, dated July 2025. The plan is to improve the park by making ADA improvements and upgrades, address safety concerns, and improve the park aesthetically, while preserving the historic beauty of the park’s natural state and maintaining the original design as close as possible.

REFER TO CPC BOOK FOR FULL DETAILS



TOWN OF PLYMOUTH COMMUNITY PRESERVATION COMMITTEE

MEMO

TO: Town Meeting, Board of Selectmen, and the Advisory & Finance Committee
From: The Community Preservation Committee
Date: August 8, 2025
Re: Fall Town Meeting 2025: CPA Article #21 Plymouth Training Green

ARTICLE 21: Open Space and Recreation, Plymouth Training Green

To see if the Town will vote to appropriate \$644,000.00 sum from the Community Preservation Fund reserves, fund balance, any other available fund and/or borrow for the creation and/or restoration and rehabilitation of land for open space and recreational use pursuant to the Community Preservation Act, which land is commonly known as the Training Green, and is shown on Assessors Map 19, Plot 238 as Lots 000 and specifically for the rehabilitation and rebuilding of the Training Green as described in the Final Schematic Plan (the "Plan") designed by SLR, dated July 2025 as presented to the Select Board and Historic District Committee; and as funding therefor, based on the recommendation of the Community Preservation Committee pursuant to G. L. Chapter 44B; or take any other action related thereto.

COMMUNITY PRESERVATION COMMITTEE

CPC RECOMMENDATION: Approval (8-0-0)

The Community Preservation Committee voted unanimously in the affirmative for this article at its meeting held Thursday, July 31, 2025.

SUMMARY & INTENT:

The Community Preservation Committee recommended Article #21 for the Fall Town Meeting 2025 for the appropriation of \$644,000 to rehabilitate and preserve the Historic Training Green, c.1711 designed by the famous landscape architect known as Federick Law Olmstead. The park is known to be one of the oldest continuously used parks in the country. The rehabilitation will address safety issues, ADA compliant entries and walkways, MAAB compliant stairway entrances, lighting and flagpole, irrigation system all while being sensitive to its original historic design.

ARTICLE 22:

ARTICLE 22: CPC – Rescind Borrowing Authorization

To see if the Town will vote to rescind the remaining borrowing authority on Article 9B of the 2022 Fall Town Meeting for the Spire Center Restoration and Rehabilitation Project, or take any other action related thereto.

COMMUNITY PRESERVATION COMMITTEE

RECOMMENDATION: Approval (Unanimously, 14-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 22. Approval of this article will rescind the borrowing authority on Article 9B of the 2022 Fall Town Meeting for the Spire Center Rehabilitation Project due to the completion of the project.

REFER TO CPC BOOK FOR FULL DETAILS



TOWN OF PLYMOUTH COMMUNITY PRESERVATION COMMITTEE

MEMO

TO: Town Meeting, Board of Selectmen, and the Advisory & Finance Committee
From: The Community Preservation Committee
Date: August 8, 2025
Re: Fall Town Meeting 2025: CPA Article #22 Rescind Borrowing Authorization

ARTICLE 22: Rescind Borrowing Authorization

To see if the Town will vote to rescind the remaining borrowing authority on Article 9B of the 2022 Fall Town Meeting for the Spire Center Restoration and Rehabilitation Project or take any other action related thereto.

COMMUNITY PRESERVATION COMMITTEE

CPC RECOMMENDATION: Approval (8-0-0)

The Community Preservation Committee voted unanimously in the affirmative for this article at its meeting held Thursday, June 26, 2025.

SUMMARY & INTENT:

The Community Preservation Committee recommended Article #22 for the Fall Town Meeting to rescind borrowing authority due to the project being complete.

ARTICLE 23:

ARTICLE 23: CPC – Historic Preservation – Town Records

To see if the Town will vote to raise and appropriate the sum of \$35,000.00 from the Community Preservation available funds, reserve funds, fund balance or any other available fund and/or borrow, for historic preservation purposes, to preserve and protect the Town's permanent records which are historic resources, based on the recommendation of the Community Preservation Committee pursuant to G.L. Chapter 44B, or take any other action relative thereto.

COMMUNITY PRESERVATION COMMITTEE

RECOMMENDATION: Approval \$35,000 (Unanimously, 14-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 23. Approval of this article will preserve and protect the Towns permanent records which will be transcribed and uploaded onto the Town's digital repository. This is the last set of records, 1783 to 1866, to be transcribed and digitized allowing the community complete access to all the Towns records from 1636 to present.

REFER TO CPC BOOK FOR FULL DETAILS



TOWN OF PLYMOUTH COMMUNITY PRESERVATION COMMITTEE

MEMO

TO: Town Meeting, Board of Selectmen, and the Advisory & Finance Committee
From: The Community Preservation Committee
Date: August 8, 2025
Re: Fall Town Meeting 2025: CPA Article #23 Town Records Transcription, 1783-1866

ARTICLE 23: Historic Preservation, Town Records Transcription, 1783-1866

To see if the Town will vote to raise and appropriate the sum of \$35,000.00 from the Community Preservation available funds, reserve funds, fund balance or any other available fund and/or borrow, for historic preservation purposes, to preserve and protect the Towns permanent records which are historic resources, based on the recommendation of the Community Preservation Committee pursuant to M.G.L. Chapter 44B, or take any other action relative thereto.

COMMUNITY PRESERVATION COMMITTEE

CPC RECOMMENDATION: Approval (8-0-0)

The Community Preservation Committee voted unanimously in the affirmative for this article at its meeting held Thursday, July 31, 2025.

SUMMARY & INTENT:

The Community Preservation Committee recommended Article # 23 for the Fall Town meeting 2025 for the appropriation of \$35,000. for the transcribing of the Town of Plymouth's historically significant records dated 1783-1866. Once transcribed the files will be uploaded onto the Town's digital repository where they will be in a searchable format. This project will fill in gaps and provide the Town with a complete set of transcribed, searchable records from 1636 to present.

ARTICLE 24:

ARTICLE 24: Citizen's Petition: Change to Community Preservation Act Funds Distribution Percentages

To see if the Town will, vote to revise the funding of the Community Preservation Act, that 10% of the total funds go to the Plymouth Redevelopment Authority and the Plymouth Housing Trust to be divided equally (5% per board) for the following purposes; “a sum of money for the acquisition...creation, preservation and support of community housing...funding administrative and operational expenses...”

By Petition: Stephen Michael Palmer, et al.

RECOMMENDATION: No Motion – No Action

ARTICLE 25:

ARTICLE 25: Citizen's Petition: Zoning Bylaw Amendment – Temporary Moratorium – Earth Removal

To see if the Town will vote to amend the Town's Zoning Bylaw, Section 203-2(C) by adding a new subsection 203-2(C)13 Temporary Moratorium on the Issuance of Zoning Permits and Special Permits for Earth Removal, that provides as follows:

13. Temporary Moratorium on the Issuance of Zoning Permits and Special Permits for Earth Removal

a) Purpose

The magnitude and impacts of current earth removal practices appear to have damaged natural systems and been harmful to the neighborhoods near the sites of such activities due to excessive noise, and air pollution, and the effects of heavy truck traffic to and from such sites remaining in effect over time periods exceeding months or years. The purpose of the temporary moratorium is to allow sufficient time for the Town to engage in a planning process to review and evaluate the effectiveness of the Earth Removal Regulation of Section 203-2(C) and to determine whether such regulation is implemented and administered in a manner consistent with the expressed intent of such regulation.

b) Moratorium

For the reasons set forth above and notwithstanding any other provision of the Zoning Bylaw to the contrary, and except for the earth removal operations described in subsection 203-2(C)2 a. through f., no zoning permit or special permit may be issued for earth removal under Section 203-2(C), and this temporary moratorium shall take effect as of (the date of adoption of this Article by Town Meeting), and shall continue until that date which is 11 1/2 months after the date such moratorium takes effect.

By Petition: Francis F. Mand, et al.

RECOMMENDATION: No Motion – No Action

The petitioners appeared before the committee to request that the committee take no action.

ARTICLE 26:

ARTICLE 26: Citizen's Petition: Plymouth Regional Economic Development Foundation Board of Directors – Prohibit Municipal Employees

To see if the Town will vote to urge the Select Board to prohibit municipal employees from acting as a member of the board of directors of the Plymouth Regional Economic Development Foundation, Inc.

"Municipal employee" shall have the definition in the state Conflict of Interest law, Chapter 268A, Section 1(g):

" Municipal employee ", a person performing services for or holding an office, position, employment or membership in a municipal agency, whether by election, appointment, contract of hire or engagement, whether serving with or without compensation, on a full, regular, part-time, intermittent, or consultant basis, but excluding (1) elected members of a town meeting and (2) members of a charter commission established under Article LXXXIX of the Amendments to the Constitution.

By Petition: Francis F. Mand, et al.

RECOMMENDATION: No Motion – No Action

