

## ADVISORY & FINANCE COMMITTEE

The following meeting of the Advisory & Finance Committee has been posted and will be held

**At:** Plymouth Town Hall  
Mayflower II Meeting Room  
11 Lincoln Street  
Plymouth, MA 02360

**On:** Wednesday, March 30, 2016 at 7:00PM

---

*Items on the agenda will include but are not limited to the following.*

*Other discussion may include items that were not reasonably anticipated by the Chairman 48-hours in advance of the meeting posting.*

### Call to Order

### Public Comment

### Agenda Items

- ATM Article 5 – Collective Bargaining

### Old/New/Other Business

- ATM Article 8 – Departmental Equipment
- ATM Article 9 – Capital
- ATM Article 10 – Environmental Affairs Fund

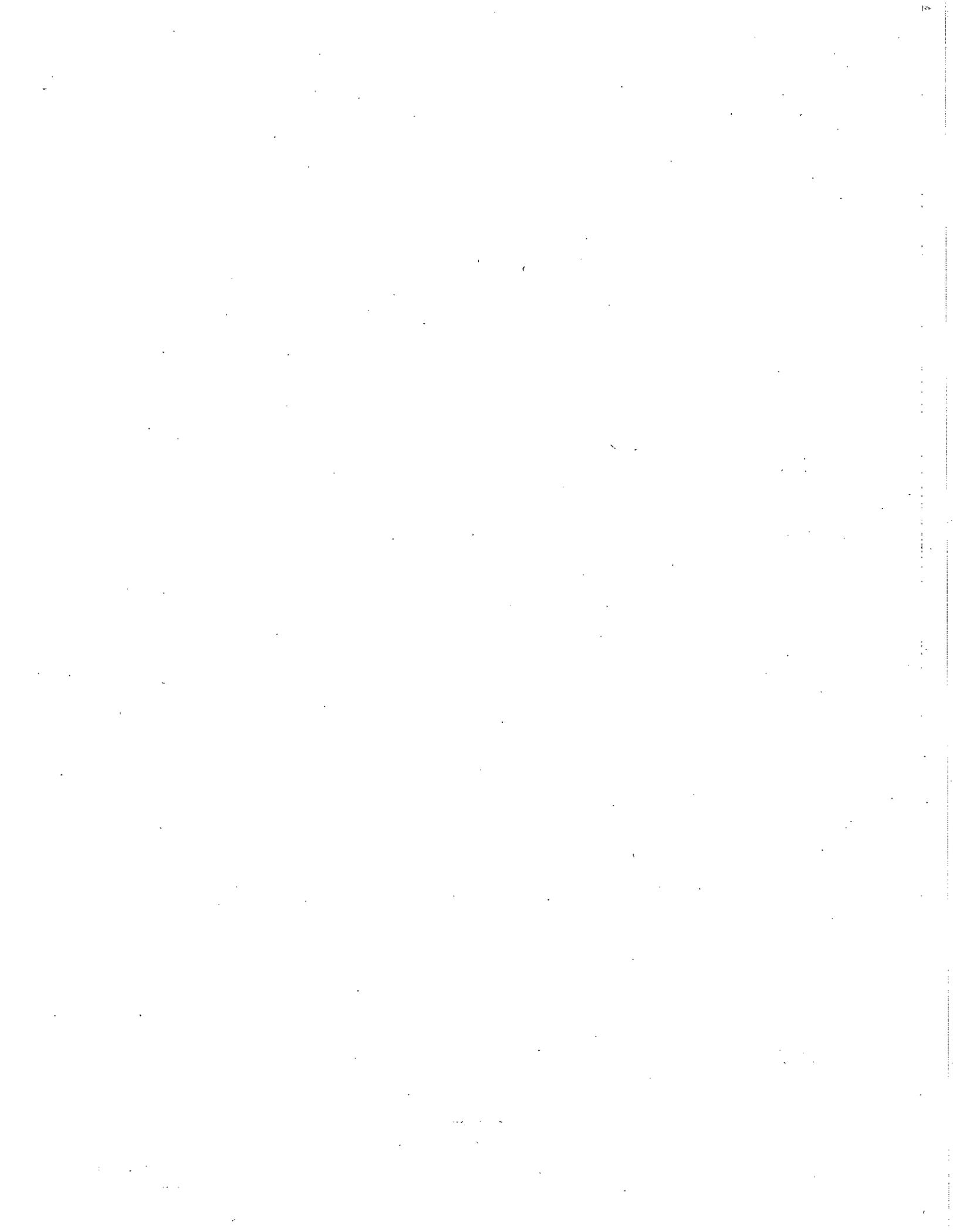
### Public Comment

### Adjournment

---

*Next Meeting: Saturday, April 2, 2016 7:30AM Plymouth North High School – Band Room*

*Followed by 8AM Town Meeting – Plymouth North High School – Performing Arts Center*



## ATM ARTICLE 5:

*This is all new information which the Advisory & Finance Committee heard at their meeting Wednesday, March 30. Their recommendation and roll call voting chart are provided below.*

### ATM ARTICLE 5:

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

BOARD OF SELECTMEN

## MEMORANDUM OF AGREEMENT

March 17, 2016

(NOTICE –Numbers 5, 7, 12, 13 and 18 to take place in Year 2 of new the CBA )

2)

In the event that Advisory and Finance committee fails to comply with section 2-12-2 of the Town Charter, the scheduled Representative Town Meeting shall convene and then adjourn to a date that would allow the Advisory and Finance Committee to make copies of its detailed written report available to Representative Town Meeting members, except that a 2/3 of the Representative Town Meeting members in attendance may vote to waive the 14 day requirement.

Acting subject to ratification by the membership of Plymouth Police Superiors ("the Union") and by the Plymouth Board of Selectmen, representatives of the Union and the Town agree as follows:

1. Life Insurance increased to \$15,000 for active employees (this is not to be incorporated into the new CBA and will take effect as soon as practicable)
2. Pay Date moves to Friday (this is not to be incorporated into the new CBA and will take effect as soon as practicable)
3. Eliminate practice of separate checks (this language will not be incorporated into the new CBA but all references will be removed)
4. Change language in Article III – SENIORITY. ~~Shift bids from every 6 months.~~ Shifts will be up for bidding three (3) times per year, to be effective on the first Sunday in June, October, and February of each year. This shall apply only to the Uniform Ranking Officers Patrol Division. The bidding list will be posted at least 30 days in advance.
5. Change language to Article V- Uniforms and Equipment.  
Effective July 1, 2016, each member of this group will be given ~~Seven Hundred~~ (\$700.00) ~~Eight Hundred- Fifty~~ (\$850) Dollars per year for the replacement, cleaning and/or maintenance of uniforms and equipment. ~~This sum shall be paid to each member of this group in a check separate from their regular payroll check.~~ The check shall be issued during the first pay period in July of each year.
6. Change language in Article XIII – Salaries to reflect COLA increases:  
FY16 (effective July 1, 2015) increase of 2%  
FY17 (effective July 1, 2016) increase of 2.5%  
FY18 (effective July 1, 2017) increase of 3%
7. Change language in Article XIII- HOLIDAYS. Change ~~eleven (11)~~ to "twelve (12) by recognizing the Day after Thanksgiving as the 12<sup>th</sup> Holiday.

WJ  
DB

MM

DP

8. Change language in Article XV- GROUP BUSINESS LEAVE

Up to two ~~(2)~~ (3) members of this group may be granted leave of a period not to exceed three ~~(3)~~ (2) days each to attend meetings of the ~~Massachusetts Police Association~~ Mass COP as provided by ~~Massachusetts~~ General Laws.

9. Add language to Article XXXII – MANAGEMENT RIGHTS

G. Employees will notify the Police Chief immediately upon any civil or criminal action filed against them or any appearance in court for either a misdemeanor or felony in which the officer is a defendant.

H. Employees will notify the Police Chief in writing of any prescription medication they are taking that will impact their work performance, as directed by a pharmacist or physician.

10. ARTICLE XVI - DISCIPLINARY ACTION / PERSONNEL FILES- add and delete language

II. Personnel Files

A. There will be one (1) official personnel file, which will be kept by the ~~Board of Selectmen~~ Human Resource Department at Town Hall. A duplicate may be kept at the Police Station.

E. ~~The personnel board~~ Human Resource Department shall maintain only basic employment records and data.

F. ~~Letters of reprimand against employees will be subject to review and removal from the employee's official personnel files provided the employee has had no further infractions occur during the following specified time periods: Letters of verbal reprimand reduced to writing one year; Letters of written reprimand three years.~~

11. Appendix D- ECONOMIC REOPENER AGREEMENT- delete and add new language)

~~If any other bargaining unit of the Town of Plymouth receives a greater percentage wage increase than that given the employees represented by the Plymouth Police Superior Officers Association, upon request of the Union, the Town agrees to reopen negotiations. This article shall not apply when a greater percentage wage increase is awarded as the result of an arbitrator's decision. Upon completion of the Classification and Compensation study, the Plymouth Police Superior Officers Association may request the Town to reopen contract negotiations. The Town shall agree to reopen negotiations to consider the classification and compensation of the Plymouth Police Superior Officers Association.~~

LB  
DB

MM

DP

12. Article XXVI - Longevity: - Delete existing and add new longevity schedule.

<u>Years of Service</u>	<u>Longevity Payment</u>
15	\$450
20	\$550 \$600
25	\$750 \$800
30	\$1000 \$1050

13. ARTICLE XXV NIGHT SHIFT DIFFERENTIAL- change language

Officers are eligible to be paid compensation in addition to their base salary for working regular shifts between the hours of 3:30 p.m. and 8:00 a.m. All officers who are regularly assigned to a shift between those hours shall be paid additional compensation in the amount of 4% 5.5% of the officers' annual base salary. This differential shall not be used in the calculation of the officers' overtime rate of compensation. This differential shall not be paid for any eligible hours or shift for which the officer does not work or during any eligible hours or shift for which the officer is receiving overtime compensation. All other provisions of the benefit as outlined shall remain intact.

14. ARTICLE XXIII- LEAVE OF ABSENCE WITHOUT PAY- add and change language

Leave of absence for a limited period not to exceed ninety (90) days may be granted for any reasonable purpose to members of the group. ~~Such leave shall be extended or renewed for any reasonable period. Reasonable purpose in each case will be agreed upon by the employee and the employer.~~ The decision to approve the Leave of Absence is determined by the Police Chief and Town Manager

15. ARTICLE XXI- VACATION- Add Language

O. No employee may take consecutive vacation time in excess of two weeks without the specific permission from the Town Manager and Police Chief.

P. Officers must notify the Chief of Police at least 72 hours in advance when requesting a vacation day(s). All vacation requests with less than 72 hours notice shall contact the shift commander for final vacation approval within 8 hours prior to the requested time off.

16. The Town and Superiors Union agree to work with the Patrolmen Union's on a mutually agreeable drug and alcohol testing policy. (this is not to be incorporated into the new CBA and will take effect as soon as practicable)

W  
DB

PD  
MM

17. ARTICLE XI LIMITED DUTY- delete and add language

D. The limited duty tasks to which a Superior Officer may be assigned shall consist only of tasks that are normally performed by Superior Officers in Plymouth. Assignments to limited duty tasks shall be made by the Chief, who also may change the assignments subject to the provision that any such assignment can only be to the tasks that are normally performed by Superior Officers in Plymouth. ~~The Chief shall assign a Superior Officer on limited duty status only to his normally assigned shift unless the officer and the Chief work out a mutually agreed upon alternative schedule.~~ The Chief will make every effort to assign the Superior Officer to the shift they were previously assigned. However, due to staffing needs the Chief may assign the Superior Officer to another shift.

18. ARTICLE XXXIX SPECIAL ASSIGNMENTS- Add and delete language

~~By agreement between the Plymouth Police Superior Officers Union and the Chief of Police for the Town of Plymouth through attrition of the incumbents in the four current specialty assignments, (Detective Supervisor, Prosecutor, Training Supervisor, Manager of Information Systems) the Detective Sergeant's position will become a Detective Lieutenant assignment; the Prosecution Sergeant will become a Lieutenant's position, the Training Sergeant and Manager of Information Systems Sergeant's positions will remain as Sergeant's assignments.~~ The Chief of Police may assign members of the Plymouth Police Superior Officers Union to the following specialty positions: Detective Supervisor, Prosecution Lieutenant, Accreditation Manager, Training Sergeant and Records Sergeant. ~~Specialists will be provided pay of One Hundred Dollars (\$100) per month for the four positions,~~ Superior Officers assigned to Specialty Positions shall be paid at the rate of \$100 per month only for the month's during which the employee is assigned. Superior Officers are eligible for only one monthly credit of \$100 regardless of the number of Specialty Assignments. The Chief retains the right to create new Specialty Assignments or eliminate assignments under the same conditions as the needs of the Department may require. (added to first paragraph and stricken third paragraph last sentence).

19. ARTICLE XIV TEMPORARY SERVICE OUT OF RANK- Delete article

~~Members of this group who are appointed by the governing body to serve in a higher rank for a period in excess of two (2) weeks shall be compensated at a rate of pay in the next higher rank above their existing rank for such further consecutive time as they shall serve in this specific appointment.~~

20. ARTICLE XVII HEALTH AND WELFARE INSURANCE- Change language per the PEC Agreement

The parties agree that effective July 1, 2016 the contribution for employee health, welfare and insurance plans will be based on a rate of a 77.5% 80% contribution by the Town and 22.5% 20% by the employee. Effective June 30, 2018 the contribution will be based on a rate of 75% contribution by the Town and 25% contribution by the employee.

Wk  
DB

27  
MN

21. Add new Article- MEDICAL STIPEND

In recognition of the training and service provided by the members of the Superiors Union in connection with the operation of medical services and devices that are or may be required as part of the members' certification as First Responders, or as required by the Chief, all members of the bargaining unit, except those who fail to earn and maintain certification on the devices in question, shall receive a Medical Stipend of \$250 to be paid in the first pay period in January.

Signed on \_\_\_\_\_

On behalf of the Town:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

On behalf of the Union:

*Don Sp*  
\_\_\_\_\_  
*K. P.*  
\_\_\_\_\_  
*W. J. ...*  
\_\_\_\_\_

*VA*  
*PB*

*(mm)*

*(PP)*

Patrolmen  
(copy)

**MEMORANDUM OF AGREEMENT**

March 28, 2016

**(NOTICE –Numbers 5, 7, 8, 11, 12, 18 and 20 to take place in Year 2 of new the CBA )**

In the event that Advisory and Finance committee fails to comply with section 2-12-2 of the Town Charter, the scheduled Representative Town Meeting shall convene and then adjourn to a date that would allow the Advisory and Finance Committee to make copies of its detailed written report available to Representative Town Meeting members, except that a 2/3 of the Representative Town Meeting members in attendance may vote to waive the 14 day requirement.

Acting subject to ratification by the membership of Plymouth Police Brotherhood (“the Union”) and by the Plymouth Board of Selectmen, representatives of the Union and the Town agree as follows:

1. Life Insurance increased to \$15,000 for active employees. An active employee who selects life insurance will be required to pay 20% of the premium cost with the town paying 80%. The employee cost will be approximately \$0.58 per month for employees. (this is not to be incorporated into the new CBA and will take effect as soon as practicable)
2. Pay Date moves to Friday- Add a section under Article XXIV “Wages” to read the following: (this will take effect as soon as practicable)

Payroll will be direct deposited and available weekly by 10AM every Friday. The town shall make every effort to correct any errors made by the town by close of business Friday, provided such error has been reported to the town prior to 8am on Friday.

3. Direct Deposit- Add a section under Article XXIV “Wages” to read the following: (this will take effect as soon as practicable)

Officers will receive an advice of pay through email and will no longer receive a printed stub. The town will provide a town email account for any Officer who does not have access to receive their advice of pay through a personal or private email service.

4. Delete language from the following paragraphs:

From paragraph 2 of Article XIV “Holidays”:

Each member of the bargaining unit shall receive payment for these holidays in a lump sum in the first payroll week in June. ~~This lump sum to be paid in a check separate from the regular payroll check.~~

DJB  
WLD



From Section 3 of Article VI "Uniforms and Equipment"

Each certified permanent patrolman will be given a five hundred (\$500.00) dollars check during the first pay period in July for the replacement of uniforms, cleaning, maintenance and purchase of associated non-issue police equipment.

5. Change language to Article VI §3- Uniforms and Equipment. effective 07/1/2016  
By inserting after the sentence ending in "seven hundred dollars (\$700)." the following sentences: Effective July 1, 2016, the amount will increase to eight hundred fifty dollars (\$850). Effective June 30<sup>th</sup>, 2018, the amount will increase to nine hundred dollars (\$900).

6. Amend Article XXIV "Wages" as follows:

Strike all language applicable to previous wage increases in Section 1 and replace with the following:

FY 16 (effective 7/1/2015) increase of 2%  
FY 17 (effective 7/1/2016) increase of 2 ½%  
FY 18 (effective 7/1/2017) increase of 3%

7. Remove, add, and amend the following language from Article XIV "Holidays":  
All members of this group will be guaranteed eleven (11) paid holidays, effective 07/01/2016 an additional twelfth paid holiday as follows.

In the list following the first sentence of the article add the following in between the words "Thanksgiving Day" and "Christmas Day":

The day following Thanksgiving Day.

8. Amend Article II Section (E) by striking and adding the following language:

"Two ~~delegates or alternate delegates~~ representatives of the union will be allowed to attend the National and State Convention of the ~~National Association of Police Officers~~ Massachusetts Coalition of Police (MassCOP). This is not to include a loss of pay."

9. Add language to Article XXII – Management Rights

- Officers will notify the Chief of Police immediately upon any arraignment or conviction of a misdemeanor or felony.
- Officers must notify the Chief of Police of any appearance in court for both hearings and arraignments for any criminal or civil matter in which an Officer is a defendant.
- Officers will notify the Chief of Police immediately if taking any prescription medication that would reasonably impair on duty work performance. Any

SB  
7/2/1

disclosures will be kept in strict confidentiality between the Officer and the Chief of Police.

- Officers will notify the Chief of Police immediately after receiving official notification that the Officer's driver's license is restricted by hours, suspended, or revoked.

10. ARTICLE XVI – Disciplinary Action - add and delete language

~~E. Letters of reprimand against employees will be subject to review and removal from the employees official personnel files provided the employee has had no further infractions occur during the following specified time period: Letters of reprimand reduced to writing two (2) years. Letters of discipline will not be used against the employee for promotion, shift assignments and future discipline provided that the employee has had no further disciplinary action occur within 24 months of the last related infraction.~~

11. NEW Article- Longevity Pay: Add language

- a. To encourage longevity in the Plymouth Police Department, the Town agrees to pay an annual reoccurring longevity incentive to be paid at the following rates:

<u>Years of Service</u>	<u>Longevity Payment</u>
10	\$250
15	\$350
20	\$500
25	\$650
30	\$850

- b. The annual longevity payments referenced above are to be paid to those employees who complete the required years of services in the calendar year.
- c. The annual longevity payments referenced above shall be paid to all eligible employees in the last pay period in November.

12. Add to Article XXV "Night Shift Differential" the following language at the end of the second paragraph ending in "July 1, 2004":

The amount will increase to 5% effective July 1<sup>st</sup>, 2016. The amount will increase to 5.5% effective July 1<sup>st</sup>, 2017". The amount will increase to 6% effective June 30<sup>th</sup> 2018.

13. ARTICLE XXIII- Leave of Absence Without Pay - add and change language

Leave of absence for a limited period not to exceed ninety (90) days may be granted for any reasonable purpose to members of the group. ~~Such leave shall be extended or renewed for any reasonable period. Reasonable purpose in each case will be agreed upon by the employee and the employer.~~ The decision to approve the Leave of Absence is

258  
md



determined by the Police Chief and cannot be unreasonably denied. Any and all denials will be in writing outlining specific reason for denial.

#### 14. ARTICLE XIX- Vacation Add Language

- No Officer may take consecutive vacation in excess of two weeks without written approval of the Chief of Police or the Chief of Police's designee.
- Officers must notify the Chief of Police at least 72 hours in advance when requesting a vacation day(s). When an officer requests a vacation with less than 72 hours notice, the requesting officer must contact the shift commander within 1 hour prior to the requested time off, in order to verify voluntary coverage for final approval, for when such coverage is necessary.

15. The Town and Patrolmen Union's agree to work on a mutually agreeable field training officer program. The agreed upon program will be incorporated into the most recent CBA upon completion, as an appendix.

16. The Town and Patrolmen's Union agree to work with the Superior Officer's Union on a mutually agreeable drug and alcohol testing policy and will implement such policy as soon as practicable. The agreed upon policy will be incorporated into the most recent CBA upon completion, as an appendix.

17. Change language per the PEC Amend Article XVII "Blue Cross – Blue Shield" as follows:

a. Add the following subheading under the article title:  
“(See Appendix D)”

i. Attach the signed document dated June 29, 2015 entitled “PUBLIC EMPLOYEE COMMITTEE AGREEMENT BETWEEN THE PUBLIC EMPLOYEE COMMITTEE OF THE TOWN OF PLYMOUTH AND THE TOWN OF PLYMOUTH” to the collective bargaining agreement as “Appendix D”.

b. Amend the first paragraph by inserting the following sentence at the end of said paragraph following the word “employee.:

For all active employees enrolled in health insurance plans, effective July 1, 2016, the Town of Plymouth (“Town”) shall contribute 77.5% (seventy-seven and a half percent) of the premium cost, and the subscriber shall contribute 22.5% (twenty-two and a half percent); effective June 30, 2018, the Town of Plymouth (“Town”) shall contribute 75% (seventy-five percent) of the premium cost, and the subscriber shall contribute 25% (twenty-five percent).

SB  
AK

262

c. Deleted and add to the second paragraph which reads as follows:  
~~“The Town may offer ‘Blue Choice PPO’ to unit members in addition to the current ‘Master Medical’ plan offered;”~~ All plan designs in effect June 30, 2015, are to remain in effect from July 1, 2015 through June 30, 2018 (see Appendix A entitled “PLAN DESIGNS” of attached Appendix D).

d. ~~If the carrier or provider is changed, the Town shall maintain the current levels of benefits offered by Blue Choice PPO (assuming such a plan is in place pursuant to subparagraph 2) above and the Master Medical plans of Blue Cross/Blue Shield.~~

18. Add new Article- Medical Stipend

In recognition of the training and service provided by the members of the Patrolmen’s Union in connection with the operation of medical services and devices that are or may be required as part of the members’ certification as First Responders, or as required by the Chief, all members of the bargaining unit, except those who fail to earn and maintain certification on the devices in question, shall receive a Medical Stipend of \$250 to be paid in the first pay period in January.

19. Add a new section or subsection under Article XXIX “Stability of Agreement” to read as follows:

Any and all Memorandums of Agreement and Memorandums of Understanding will be included in writing in successor agreements or the most recent contract being edited.

20. Strike and replace the last sentence in Article XX “Educational Incentive Pay” Section 6 as follows:

~~Employees hired as full time police officers by the Town of Plymouth after July 1, 2012 shall be eligible for an annual payment of \$5,000 for a bachelor’s degree in law enforcement, and \$7,500 for a master’s degree in law enforcement. All eligibility criteria for C.41, §108L shall be applicable to degrees for this benefit.~~ Employees hired as full-time police officers by the Town of Plymouth after July 1, 2012 shall be eligible for an annual payment of \$5,000 for a bachelor’s degree in law enforcement or criminal justice, and \$7,500 for a master’s degree in law enforcement or criminal justice or a Law degree. In order to receive this benefit, all such degrees pursuant to this section must be received from an accredited institution of higher learning accredited by an accrediting agency listed as nationally recognized by the United States Secretary of Education.

DSB  
WFL

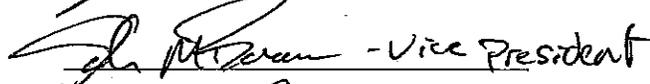
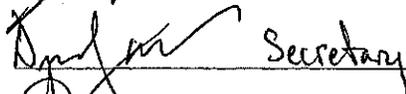
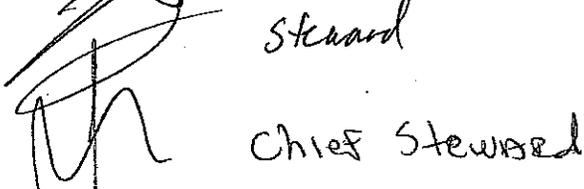


Signed on \_\_\_\_\_

On behalf of the Town:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

On behalf of the Union:

  
\_\_\_\_\_  
 - Vice President  
\_\_\_\_\_  
 Secretary  
\_\_\_\_\_  
 Steward  
\_\_\_\_\_  
Steward  
\_\_\_\_\_  
 Chief Steward  
\_\_\_\_\_  
 Treasure

SB  
7/2

Memorandum of Agreement

COBRA – Department of Public Works

And

The Town of Plymouth

For three year Collective Bargaining Agreement dated July 1, 2015- June 30, 2018

The following constitutes an Agreement between the parties, subject to ratification by the Association and Board of Selectmen, and appropriation by Town Meeting. The information below in this Memorandum of Agreement shall be incorporated into the collective bargaining agreement between the parties after Town Meeting approval.

1. Add the underlined language below to Article XIV – Holidays.

Beginning in 2016, the Town will allow employees to leave at noon on Christmas Eve and pay them for the full day if they are scheduled to work. This does not apply if the employee was already out or approved to be out on vacation time or out sick or on any other paid or unpaid time off status. In those circumstances, the employee will be charged the full number of hours of the workday to their vacation/sick or other time.

2. Update the language in Article XL – Duration – Renewal-Changes by replacing the strike through language with the language that is underlined as follows:

July 1, ~~2013~~ 2015

June 30, ~~2015~~ 2018

December 1, ~~2017~~ 2017

3. Update the language in Article XL –Duration- Cost of Living Adjustment and Senior Step

FY16 2.0% July 1, 2015 through June 30, 2016

FY17 2.5% July 1, 2016 through June 30, 2017

FY18 3.0% July 1, 2017 through June 30, 2018

Commencing on July 1, 2016, a 2% "Tenth Year Senior Step" will be added to the existing wage scale. Employees are eligible for the senior step if they have completed Year 10 of their DPW full time employment with the Town of Plymouth AND if they are maxed out in the existing wage scale.

4. \*Update the language in Article XXIII Longevity- by replacing the strike through language with the language that is underlined as follows:

5 years \$100.00

10 years \$150.00

15 years ~~\$200.00~~ \$300

20 years ~~\$250.00~~ \$550

25 years ~~\$300.00~~ \$750

30 years \$1000

Those employees eligible for longevity shall receive their longevity pay in a separate check during the last pay period of November. Those employees who complete five, ten, fifteen, twenty, or twenty-five years, or thirty years of service will be eligible for the respective amount in the calendar year they complete said number of years of service and each year thereafter until reaching next level or maximum benefit level.

\*this benefit to take place in year 2 of the CBA

5. Update the language in Article XXIX- Miscellaneous Provisions by replacing the strike through language with the language that is underlined as follows:

~~No one outside the bargaining unit shall perform work normally done by those employees within the bargaining unit if able to perform the work; but nothing in this Agreement shall prevent the Employer from contracting for services from an independent outside contractor. The Town will attempt to fulfill work internally, however, the Town reserves the right to contract out work if it deems necessary based on work schedules, timelines of work, emergencies, equipment availability, public safety, or the like.~~  
The provisions of this paragraph are not intended to prevent the Superintendent, and/or Assistant Superintendent or Supervisors from operating pieces of equipment on occasions as the needs of the department require, for testing or moving the equipment.

In the future, all routine/non specialized drainage work in the DPW shall be done by Bargaining Unit Members on regular time, or at the discretion of the Highway Superintendent ~~after consultation with the Association~~, on an overtime basis. If for reasons of lack of appropriate equipment, technology, training, or due to members having been previously assigned to a high priority task(s) that would reasonably prevent their completion of the ~~instant~~ task, a 7-day notification shall be provided to the Association President (unless emergency in nature) in which the parties agree that the job may be assigned through the proper procurement function to an outside contractor.

All routine, non-specialized maintenance work in the Water Division, shall be done by bargaining unit members on regular time, or, at the discretion of the Water Superintendent ~~after consultation~~ 7 day notification to the Union President (unless it is an emergency) with the Association, on an overtime

basis, if for reasons of lack of appropriate equipment, technology, and/or training the unit members cannot complete the task, Management and Association agree the job may be assigned through the proper procurement function to an outside contractor.

6. Update the language in Article XIX- Discipline by deleting the strike through language as follows:

~~The parties agree to remove notices of disciplinary action from the employee personnel file if no further infraction occur within the stated period:~~

~~1) Notice of Oral Reprimand removed after one year;~~

~~2) Written Reprimands removed after three years;~~

~~3) One day suspension removed after five years;~~

~~4) Two day suspension removed after six years;~~

~~5) Three day suspension removed after seven years.~~

7. Add the underlined language to Article XII Vacation (between paragraphs seven and eight) as follows:

Employees requesting vacations longer than two consecutive weeks must have the approval of their Department Head, such approval will not be unreasonably denied.

8. Update XVIII – Bereavement by deleting the strike through language and adding the underlined language as follows:

Bereavement Leave - Each employee in the bargaining unit shall be granted leave without loss of pay in the event of a death in his immediate family. Such leave shall be forty (40) thirty (32) scheduled hours of work, commencing upon the date of death of a spouse, child, or parent, unless other arrangements have been made with the Department Head. If an employee is at work on the date of death, said leave of forty (40) hours would commence the next scheduled work day. For the purposes of this Article, the term "immediate family" shall mean the employee's mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents, grandchildren, and spouse's grandparents. ~~A leave of sixteen (16) work hours shall be granted in the case of the death of a less immediate family member.~~ An Employee shall be granted leave for the day of the funeral services for uncle, aunt, cousin, niece, nephew, including the same for the spouse's side of the family.

9. Add the underlined language to Article XXIX – Miscellaneous Provisions as follows:

Employees will advise their supervisor in writing of any prescription medications they are taking that may reasonably be expected to have an impact on their performance.

Employees will notify Human Resources immediately upon any arraignment or conviction of a misdemeanor or felony.

During Snow and/or Ice Events, all DPW Foreman if working, shall report to the Highway Manager for snow removal/road treatment coordination and/or assignment(s).

10. Update the language in Article XXIV- Classification Plans by replacing the strike through language with the language that is underlined as follows:

The first ~~three-nine~~ months of employment shall be considered a probationary period. In the event that an employee continues employment beyond the probationary period, he or she shall be entitled to all of the rights and benefits under this Agreement retroactive to the first day of employment.

11. Add the underlined language to Article XIX – Discipline as follows: If an employee's driver's license is restricted, suspended, or revoked and the employee has not notified Human Resources and the Department Head, this will be grounds for discipline. (The Union President agrees to contact Management in one year with both parties intention to discuss this language at a Labor Management Meeting).

12. Add the underlined language to Article V Grievance and Arbitration Procedure and delete the strike through language as follows:

All grievances must be filed within ~~seven~~ twelve working days from the date of occurrence of the alleged violation,

13. Add the underlined language Article XX – Health and Welfare per PEC Agreement and delete the strike through language as follows:

~~The parties agree to a 20% employee contribution subject to conditional language attached.~~

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

14. Add the underlined language to Article XIII Safety Committee Code:

For all aerial work in which weather conditions demonstrate unusual safety concern(s), such work shall be suspended, postponed, and/or discontinued per approval of the Division Head, DPW Director or designee.

**NOTE:** Included as part of this agreement and Not Incorporated into the Collective Bargaining Agreement is the following understandings between the parties:

1. As of July 1, 2016, the Special Parks Repairman, currently at OM4 will be changed to OM5.
2. The Union acknowledges and agrees to the OM5 Service Mechanic position and the OM1 Laborer.
3. An employee's pay date is moving to Friday as soon as management finds it practicable.

4. The Union acknowledges the Town's intention to increase the Life Insurance benefit to \$15,000 for all active employees (not retirees) as soon as practicable.

5. The following underlined language to be added to the Policy on Cell Phones During Work Hours and adopted by the Board of Selectmen:

\*In the Department of Public Works only, the use of a "hands free" device for speaking on the phone will be allowed. Those devices shall not be provided by the Town.

Signed on: \_\_\_\_\_

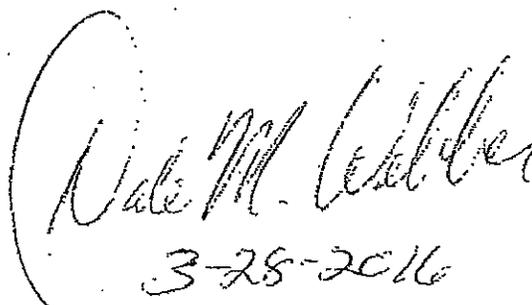
On behalf of the Town:

On behalf of the Union:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
3/20/16

  
3-28-2016

COBRA - METER ENF / CROSSING GUARDS

**Memorandum of Agreement  
COBRA – Meter Enforcement Officer/Crossing Guards  
And  
The Town of Plymouth**

**For a one year CBA dated July 1, 2015- June 30, 2016**

The following constitutes an Agreement between the parties, subject to ratification by the Union and Board of Selectmen, and shall be an amendment to the Collective Bargaining Agreement that expired on June 30, 2015.

- Duration – July 1, 2015 through June 30, 2016
- Parties agree that they will continue to bargain for a successor collective bargaining agreement that shall be for two years (period of July 1, 2016 through June 30, 2018). The intention and commitment to this two year agreement is to ensure that all COBRA units shall have the same contractual end date of June 30, 2018.
- 2% COLA applied to wage schedule effective July 1, 2015
- No other changes made to the collective bargaining agreement between the parties.

This Memorandum of Agreement shall be incorporated into the collective bargaining agreement between the parties after Town Meeting approval.

Signed for the Union: *Robert M. Walker* date 3-25-2016

Signed for the Town: \_\_\_\_\_ date \_\_\_\_\_

*[Handwritten Signature]*  
3/24/16

COBRA-DISPATCHERS

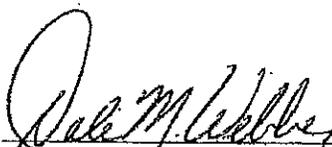
**Memorandum of Agreement  
COBRA - Dispatchers  
And  
The Town of Plymouth**

**For a one year CBA dated July 1, 2015- June 30, 2016**

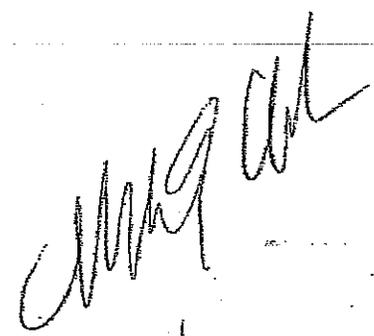
The following constitutes an Agreement between the parties, subject to ratification by the Union and Board of Selectmen, and shall be an amendment to the Collective Bargaining Agreement that expired on June 30, 2015.

- Duration – July 1, 2015 through June 30, 2016
- Parties agree that they will continue to bargain for a successor collective bargaining agreement that shall be for two years (period of July 1, 2016 through June 30, 2018). The intention and commitment to this two year agreement is to ensure that all COBRA units shall have the same contractual end date of June 30, 2018.
- 2% COLA applied to wage schedule effective July 1, 2015
- No other changes made to the collective bargaining agreement between the parties.

This Memorandum of Agreement shall be incorporated into the collective bargaining agreement between the parties after Town Meeting approval.

Signed for the Union:  date 5-25-2016

Signed for the Town: \_\_\_\_\_ date \_\_\_\_\_

  
3/24/16

**Memorandum of Agreement  
COBRA - Library  
And  
The Town of Plymouth**

**For a one year CBA dated July 1, 2015- June 30, 2016**

The following constitutes an Agreement between the parties, subject to ratification by the Union and Board of Selectmen, and shall be an amendment to the Collective Bargaining Agreement that expired on June 30, 2015.

- Duration – July 1, 2015 through June 30, 2016
- Parties agree that they will continue to bargain for a successor collective bargaining agreement that shall be for two years (period of July 1, 2016 through June 30, 2018). The intention and commitment to this two year agreement is to ensure that all COBRA units shall have the same contractual end date of June 30, 2018.
- 2% COLA applied to wage schedule effective July 1, 2015
- No other changes made to the collective bargaining agreement between the parties.

This Memorandum of Agreement shall be incorporated into the collective bargaining agreement between the parties after Town Meeting approval.

Signed for the Union: *Paul M. Walker* date 8-25-2016

Signed for the Town: \_\_\_\_\_ date \_\_\_\_\_

*[Handwritten signature]*  
2/24/16

## ATM ARTICLE 8:

*The only change is to the funding sources as additional unspent article funds were made available.*

ATM ARTICLE 8: To see if the Town will vote to raise and appropriate, transfer from available funds or borrow a sum of money for the repair and/or purchase and/or lease and/or replacement of departmental equipment for the various departments substantially as follows:

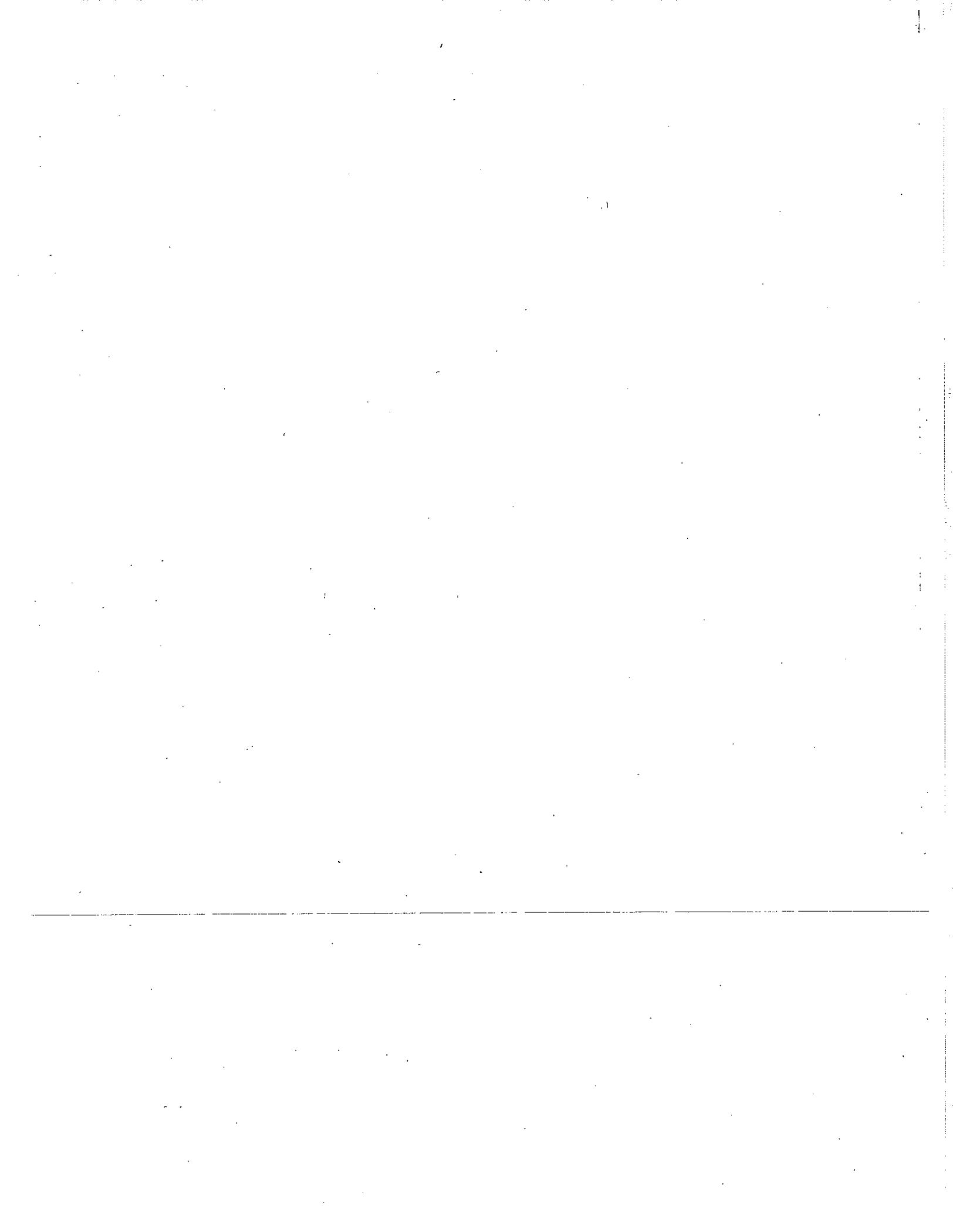
	DEPARTMENT	EQUIPMENT
A	Procurement	Shredder for Town Hall 2nd Floor (*)
B	Information Tech.	Payroll Printer (*)
C	Information Tech.	PCs (*)
D	Information Tech.	Clerk - MUNIS Animal Licensing Program
C	Police	Marked Utility Vehicle (*)
E	Police	Marked Sedan (*)
F	Police	File Storage System
G	Fire	Station Maintenance for 6 Stations (*)
H	Fire	Firefighting Gear (*)
I	Fire	Portable Radio (*)
J	Fire	Upgrades to Dispatch Systems at 7 Stations (*)
K	DPW-Operations	Engr-Magnetic Manhole Cover Lifter
L	DPW-Operations	Hwy-Plate Compactor
M	DPW-Operations	Hwy-9' Sander for Existing Truck
N	DPW-Operations	Hwy-8 Ton Tilt Trailer
O	Marine & Env. Affairs	Dam Inspections
P	Marine & Env. Affairs	Animal Shelter Kennels
Q	Marine & Env. Affairs	Safe Boat Bottom Paint (*)
R	Marine & Env. Affairs	Navigation Electronics 24' ARC (*)
S	DPW-Utilities	Sewer - Portable Area Velocity Flow Meter
T	DPW-Operations	Cemetery - Leaf Vacuum (*)
U	DPW-Operations	Cemetery - Truck Leaf Box
V	DPW-Operations	Cemetery - Mud Tracks
W	DPW-Grounds&Rec	Parks-Morton Park Utility Vehicle
X	DPW-Grounds&Rec	Parks-Morton Park Steel Storage Container
Y	DPW-Grounds&Rec	Parks-Morton Park Infrastructure Improvements
Z	DPW-Grounds&Rec	Parks-Wood Fiber Playground Surfacing (*)
AA	DPW-Grounds&Rec	Rec-MYC Floor Resurfacing (*)
BB	DPW-Grounds&Rec	Rec-Rescue Board (*)
CC	1749 Court House	Fireproof Storage Cabinet
DD	1749 Court House	Museum Vacuum

or take any other action relative thereto.

BOARD OF SELECTMEN

### **RECOMMENDATION: Approval \$487,826 (Unanimous, 14-0-0).**

The Advisory & Finance Committee recommends Town Meeting approve Article 8. Approval of this article will authorize the purchase of the departmental equipment indicated above. The FY2017 Article 8 department requests totaled \$776,823 of which \$487,826 is recommended by the Town Manager. The Advisory & Finance Committee concurs with the Town Manager's recommendation. Funding sources for these items will be \$8,580 from Sewer Enterprise Retained Earnings, \$7,590.76 from Waterways Fund, \$11,636.29 from Cemetery Perpetual Care, \$9,851.39 from Other Unspent Article Funds, and \$450,167.56 will be funded from Raise and Appropriate.





**TOWN OF PLYMOUTH**  
ACCOUNTING & FINANCE DEPARTMENT  
11 LINCOLN STREET, PLYMOUTH, MA 02360  
PHONE (508) 747-1620 EXTENSIONS 177  
FAX (508) 830-4133

TO: TOWN MEETING

FROM: LYNNE A. BARRETT  
DEPARTMENT OF FINANCE

SUBJECT: ATM ARTICLE 8 – DEPARTMENT EQUIPMENT

DATE: REVISED MARCH 30, 2016

---

Article 8 includes all departmental equipment, furnishings, and repairs that don't fall within CIC guidelines and parameters. These requests totaled \$776,823 and were reviewed with Department & Division Heads during the budget process back in December.

The Town Manager is recommending \$487,826 of these requests.

I am recommending that the funding source for these be:

- \$ 8,580.00 from Sewer Enterprise Retained Earnings
- \$ 7,590.76 from Waterways Fund
- \$ 11,636.29 from Cemetery Perpetual Care
- \$ 9,851.39 from Other Unspent Article Funds
- \$ 450,167.56 from Raise and Appropriate

Thank you.

---

**FY17 ARTICLE 8 REQUESTS (REVISED 3/30/16)**

DEPARTMENT	EQUIPMENT	QTY	EACH	REQUEST	RECOMMEND	FUNDING SOURCE
138 Procurement	Shredder for Town Hall 2nd Floor (*)	1	1,200	1,200	1,200	
155 Information Tech	Payroll Printer (*)	2	2,977	5,954	5,954	
155 Information Tech	PCs (*)	30	750	22,500	22,500	
155 Information Tech	Clerk - MUNIS Animal Licensing Program	1	11,900	11,900	11,900	
155 Information Tech	Engr - Laser Jet Office Printer	1	1,000	1,000	0	
161 Town Clerk	Upgrade of Laserfiche (*)	1	3,800	3,800	0	
210 Police	Marked Utility Vehicle (*)	4	43,848	175,392		
210 Police	Marked Sedan (*)	1	39,139	39,139	220,000	
210 Police	Marked K-9 (*)	1	46,982	46,982		
210 Police	Marked 4x4 (*)	1	45,764	45,764		
210 Police	File Storage System	1	10,135	10,135	10,135	
210 Police	PCs (*)	14	1,000	14,000	0	
210 Police	Dual Band APX Radios	2	7,000	14,000	0	
210 Police	Mobile Technology	1	12,000	12,000	0	
210 Police	Laptops (*)	2	4,000	8,000	0	
220 Fire	Station Maintenance for 6 Stations (*)	6	7,000	42,000	25,000	
220 Fire	Firefighting Gear (*)	10	2,140	21,400	21,400	
220 Fire	Portable Radio (*)	12	2,499	29,988	29,988	
220 Fire	Thermal Imaging Camera (*)	1	14,400	14,400	0	
220 Fire	Upgrades to Dispatch Systems at 7 Stations	7	3,700	25,900	25,900	
411 DPW-Operations	Engr-Magnetic Manhole Cover Lifter	1	2,000	2,000	2,000	
420 DPW-Operations	Hwy-Plate Compactor	1	5,500	5,500	5,500	
420 DPW-Operations	Hwy-9' Sander for Existing Truck	1	10,000	10,000	10,000	
420 DPW-Operations	Hwy-8 Ton Tilt Trailer	1	9,700	9,700	9,700	
420 DPW-Operations	Hwy-Repair Fence-Variou Retention Areas	1	15,000	15,000	0	
420 DPW-Operations	Hwy-Confined Spaces Equipment	1	6,500	6,500	0	
420 DPW-Operations	Hwy-Cut Off Saw	1	1,300	1,300	0	
420 DPW-Operations	Hwy-Magnetic Manhole Cover Lifter	1	1,245	1,245	0	
420 DPW-Operations	Hwy-Snowblower for Skid Steere	1	8,880	8,880	0	
427 Marine & Env.	Dam Inspections	3	3,634	10,902	10,902	
427 Marine & Env.	Animal Shelter Kennels	10	1,200	12,000	12,000	
427 Marine & Env.	Safe Boat Bottom Paint (*)	1	5,000	5,000	5,000	Waterways Fund
427 Marine & Env.	Navigation Electronics 24' ARC (*)	1	4,000	4,000	4,000	Waterways Fund
427 Marine & Env.	Hearing Protection/Communication	2	4,000	8,000	0	
427 Marine & Env.	Town Pier Ladder Repair/Replacement (*)	1	10,000	10,000	0	
427 Marine & Env.	OHV Quad	1	8,873	8,873	0	
427 Marine & Env.	Animal Shelter Generator	1	14,850	14,850	0	
427 Marine & Env.	Watershed Study	1	20,000	20,000	0	H.Pond Watershed
440 DPW-Utilities	Sewer - Portable Area Velocity Flow Meter	1	8,580	8,580	8,580	Sewer Enterprise
491 DPW-Operations	Cemetery - Leaf Vacuum (*)	1	7,027	7,027	7,027	Perpetual Care
491 DPW-Operations	Cemetery - Truck Leaf Box	1	2,000	2,000	2,000	Perpetual Care
491 DPW-Operations	Cemetery - Mud Tracks	1	2,850	2,850	2,850	Perpetual Care
492 DPW-Grounds&R Parks-Morton Park	Utility Vehicle	1	10,600	10,600	10,600	
492 DPW-Grounds&R Parks-Morton Park	Steel Storage Container	2	5,145	10,290	10,290	
492 DPW-Grounds&R Parks-Morton Park	Infrastructure Improv	100	28	2,800	2,800	
492 DPW-Grounds&R Parks-Landscape	Trailer (*)	1	3,872	3,872	0	
492 DPW-Grounds&R Parks-Wood Fiber	Playground Surfacing (*)	200	50	10,000	5,000	
492 DPW-Grounds&R Parks-Irrigation	Well Pump (*)	1	3,000	3,000	0	
492 DPW-Grounds&R Parks-Back Pack	Blower (*)	3	500	1,500	0	
492 DPW-Grounds&R Parks-Heftee	Lift (*)	1	9,500	9,500	0	
630 DPW-Grounds&R Rec-MYC	Floor Resurfacing (*)	1	3,600	3,600	3,600	
630 DPW-Grounds&R Rec-Rescue	Board (*)	1	1,200	1,200	1,200	
695 1749 Court Hous	Fireproof Storage Cabinet	1	300	300	300	
695 1749 Court Hous	Museum Vacuum	1	500	500	500	
<b>SUB-TOTAL</b>				<b>776,823</b>	<b>487,826</b>	

\* indicates replacement item

FY16 Appropriation - \$641,835

FUNDING SOURCES:	REQUEST	TOWN MGR RECOMMEN	UNSPENT ARTICLES	TOTAL FUNDING
-100% Perpetual Care	11,877	11,877	240.71	11,636.29
-100% Sewer Enterprise Fund	8,580	8,580	-	8,580.00
-100% Waterways Uses Acct	27,000	9,000	1,409.24	7,590.76
-100% Herring Pond Watershed	20,000	-	-	-
-100% Other Unspent Article Funds	-	-	9,851.39	9,851.39
				<b>37,658.44</b>

**TOTAL TO RAISE ON THE 2017 TAX LEVY:**

**450,167.56**

## ATM ARTICLE 9:

*The only change is to the funding sources as additional unspent article funds were made available.*

ATM ARTICLE 9: 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 as follows:

PROJECT NUMBER	DEPARTMENT OR SPONSOR	
A1	Fire/Police/MEA Departments	Public Safety Radio System Repeaters
A2	Town Clerk	Voting Machine Replacement
A3	DPW Operation-Engineering	Taylor Ave. Roadway Improvements
A4	DPW Operation-Engineering	Water St. Stormwater Remediation Grant Match
A5	DPW Operations-Maintenance	Replace 2000 Pickup Truck C71
A6	DPW Operations-Maintenance	Replace 2000 Trash Packer
A7	DPW Operations-Maintenance	Fleet Fuel Efficiency Replacement Program
A8	DPW Operations-Maintenance	Replace 1996 Backhoe
A9	DPW Operations-Maintenance	Replace 2003 Pickup ME6
A10	DPW Operations-Maintenance	Replace 2005 SUV ME1
A11	DPW Operations-Maintenance	Replace 1996 Truck P61
A12	DPW Operations-Maintenance	Purchase New Pickup Truck
A13	Marine & Environmental	Harbor Master Facility Designer
A14	School Repairs Hedge	Replace Gutters, Downspouts and Fascia Boards
A15	School Repairs Manomet	Replace Gutters, Downspouts and Repaint Fascia Boards
A16	School Repairs Nathaniel Morton	Paint Exterior Trim exterior trim
A17	School Repairs PCIS	Digitize Blake Planetarium
A18	DPW Operations-Maintenance	Replace Floor Drains & Oil/Water Separator at 159 Camelot Dr
A19	DPW Operations-Maintenance	Brick Re-Pointing at Memorial Hall
A20	DPW Operations-Maintenance	Repair Brick Veneer at Memorial Hall
A21	DPW Operations-Maintenance	Masonry Sealing at Memorial Hall
A22	DPW Operations-Maintenance	Replace HVAC Controls at Memorial Hall
A23	DPW Operations-Maintenance	Replace ADA Ramp at Manomet Youth Center
A24	DPW Operations-Maintenance	1749 Court House (repair per facilities assessment report)
A25	DPW Operations-Maintenance	Animal Shelter (repair per facilities assessment report)
A26	DPW Operations-Maintenance	Fresh Pond Bath House (repair per facilities assessment report)
A27	DPW Operations-Maintenance	Morton Park Bath House (repair per facilities assessment report)
A28	DPW Operations-Maintenance	Plymouth Beach Restrooms (repair per facilities assessment report)
A29	Fire Department	Replace and Equipment Command Vehicles C7, C14, and C1
A30	DPW Operation-Engineering	Robotic Surveying Instrument
A31	School Department	Replace 2004 Trash Compacting Truck
A32	School Department	Replace 1999 Dump Truck 946
A33	DPW Grounds & Rec-Parks	Brewster Garden Stair Replacement
A34	DPW Grounds & Rec-Parks	Restroom Trailer
A35	Fire Department	Fire Station Alerting System
A36	Police Department	CAD RMS System
A37	Police Department	Locker Replacement

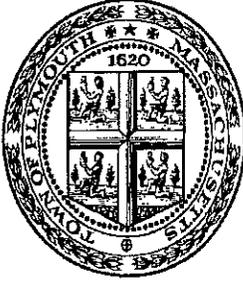
A38	DPW Utilities (Sewer)	Capacity, Management, Operation & Maintenance (CMOM) Plan
A39	DPW Utilities (Sewer)	Sewer System Upgrades
A40	DPW Utilities (Water)	Water Infrastructure
A41	DPW Utilities (Water)	New Mini Excavator
A42	DPW Utilities (Water)	Replace 2007 Utility Truck W44
B1	DPW Admin	Water Street Promenade - South Phase
B2	DPW Operation-Engineering	Newfield St. Bridge Construction
B3	DPW Operation-Engineering	Town Center Sidewalk Rehabilitation (3 phases)
B4	DPW Utilities (Sewer)	Water Street Pump Station Upgrades
B5	DPW Utilities (Water)	Replace Water Mains - Stafford and Town Streets

or take any other action relative thereto.

BOARD OF SELECTMEN

**RECOMMENDATION: Approval \$19,707,591 (Unanimous, 13-0-0).**

The Advisory & Finance Committee recommends Town Meeting approve Article 9. The Advisory & Finance Committee is in agreement with the Town Manager's Recommendation for Capital Projects. Capital requests totaled \$37.1 million for FY17 of which \$19,707,591 is recommended by the Town Manager. The General Fund Capital requests total \$11,487,591 to be funded with \$3,403,972.51 from Free Cash, \$393,791.59 from other available funds, and \$7,689,826.90 from debt. The Enterprise Fund Capital requests total \$8,220,000 to be funded by \$558,769.25 from Sewer Enterprise Retained Earnings, \$191,230.75 from other available sewer funds, \$6,000,000 from Sewer Enterprise Fund debt, \$203,079.50 from Water Enterprise Fund Retained Earnings, \$446,920.50 from other available water funds, and \$820,000 from Water Enterprise Fund debt.



**TOWN OF PLYMOUTH**  
ACCOUNTING & FINANCE DEPARTMENT  
11 LINCOLN STREET, PLYMOUTH, MA 02360  
PHONE (508) 747-1620 EXTENSIONS 177  
FAX (508) 830-4133

TO: TOWN MEETING  
FROM: LYNNE A. BARRETT  
DEPARTMENT OF FINANCE  
SUBJECT: ATM ARTICLE 9 – CAPITAL REQUESTS & RECOMMENDED PROJECTS  
DATE: REVISED MARCH 25, 2016

Capital requests totaled \$37.1 million for FY17.  
The Town Manager is recommending \$19.7 million.

Recommended funding is as follows:

General Fund

Free Cash:	\$ 3,403,972.51
Transfer from Unspent Articles:	\$ 393,791.59
Borrowing:	\$ 7,689,826.90

Sewer Enterprise

Retained Earnings:	\$ 558,769.25
Transfer from Unspent Articles:	\$ 191,230.75
Borrowing:	\$ 6,000,000.00

Water Enterprise

Retained Earnings:	\$ 203,079.50
Transfer from Unspent Articles:	\$ 446,920.50
Borrowing:	\$ 820,000.00

The following spreadsheet lists the project descriptions, costs, rankings by the Capital Improvements Committee, and funding sources.

Thank you for your support of Article 9.



DEPT	DEPARTMENT OR SPONSOR	PROJECT DESCRIPTION	COMPONENT COST	PROJECT COST	FREE CASH	TRANSFER BALANCES	SEWER FUND	WATER FUND	DEBT
	PCIS	Replace IMC Carpet with Vinyl Tile	\$ 59,825						
	PCIS	Replace Classroom Curtains with Vertical Blinds	\$ 15,042						
	PCIS	Field Renovations	\$ 50,125						
422	DPW-Maintenance	Town Building Repair Program:		\$ 2,698,351	\$ 653,281	\$ 534,631.34			\$ 118,649.66
A18		Replace Floor Drains & Oil/Water Separator at 159 Camelot Dr	\$ 264,550						
A19		Brick Re-Pointing at Memorial Hall	\$ 28,407						
A20		Repair Brick Veneer at Memorial Hall	\$ 17,910						
A21		Masonry Sealing at Memorial Hall	\$ 39,714						
A22		Replace HVAC Controls at Memorial Hall	\$ 32,560						
A23		Replace ADA Ramp at Manomet Youth Center	\$ 70,180						
		Repairs to the Following Buildings per Facilities Assessment Report:							
A24		1749 Court House	\$ 118,000						
A25		Animal Shelter	\$ 21,000						
		Camp Denen (Hedges Pond Main Building)	\$ 34,000						
		Cedarville Garage	\$ 43,308						
		DPW Annex	\$ 276,559						
		Fire Station 1 - HQ	\$ 26,927						
		Fire Station 2 - W. Plymouth	\$ 31,127						
		Fire Station 3 - Pine Hills	\$ 2,948						
		Fire Station 4 - Bourne Rd	\$ 11,451						
		Fire Station 5 - Manomet	\$ 48,363						
		Fire Station 6 - Cedarville	\$ 1,716						
A26		Fresh Pond Bath House	\$ 33,007						
		Harbor Master Building	\$ 52,242						
		Highway Building	\$ 108,105						
		Library - Main Branch	\$ 626,503						
		Library - Manomet Branch	\$ 23,959						
		Little Red Schoolhouse	\$ 7,497						
		Manomet Youth Center	\$ 64,508						
		Memorial Hall	\$ 58,284						
A27		Morton Park Bath House	\$ 10,364						
A28		Plymouth Beach Restrooms	\$ 17,589						
		Police Station	\$ 102,300						
		Senior Center	\$ 34,054						
		Stephens Field Concession/Restroom Facility	\$ 15,628						
		Town Hall	\$ 292,888						
		Vine Hills Cemetery Office	\$ 159,151						
		Visitor Center	\$ 23,552						
A29	220 Fire Department	Replace and Equip Command Vehicles C7, C14, and C1		\$ 120,000	\$ 120,000				
A30	411 DPW-Engineering	Robotic Surveying Instrument		\$ 33,000	\$ 33,000				
	300 School Department	School Vehicle & Equipment Replacement Program		\$ 297,633	\$ 170,733				
A31	DW Facilities	Replace 2004 Trash Compacting Truck	\$ 125,133						
A32	DW Facilities	Replace 1999 Dump Truck 946	\$ 45,600						
	DW Facilities	Replace 2006 Utility Truck 945	\$ 45,600						
	DW Food Service	Replace Food Service Box Truck	\$ 40,000						
	Technical Studies	Replace 2001 12-Passenger Van	\$ 41,300						
B1	421 DPW Admin	Water Street Promenade - South Phase		\$ 3,900,000	\$ 3,900,000				\$ 3,789,826.90
B2	411 DPW-Engineering	Newfield St. Bridge Construction		\$ 3,400,000	\$ 3,400,000				\$ 3,400,000
B3	411 DPW-Engineering	Town Center Sidewalk Rehabilitation (3 phases)		\$ 500,000	\$ 500,000				\$ 500,000
	411 DPW-Engineering	Seven Hills Rd. Drainage Improvements		\$ 300,000	\$ 300,000				
A33	482 DPW-Rec-Parks	Brewster Garden Stair Replacement		\$ 69,900	\$ 69,900				\$ 69,900
	411 DPW-Engineering	Wicking Well Manomet Ave.		\$ 180,000	\$ 180,000				

DEPT	DEPARTMENT OR SPONSOR	PROJECT DESCRIPTION	COMPONENT COST	PROJECT COST	N	K	PROJECT FUNDING	FREE CASH	TRANSFER BALANCES	SEWER FUND	WATER FUND	DEBT
A34	492 DPW-Parks	Restroom Trailer	\$ 25,000	\$ 25,000	18		\$ 25,000	\$ 25,000				
	491 DPW-Cem	Hearse House and Entry Renovations	\$ 600,000	\$ 600,000	19							
	492 DPW-Rec-Parks	Veterans Park Design	\$ 45,000	\$ 45,000	20							
	491 DPW-Cem	Replace Entrance Fencing in Oak Grove Cemetery	\$ 18,500	\$ 18,500	21							
A35	220 Fire Department	Fire Station Alerting System	\$ 150,000	\$ 150,000	22		\$ 150,000	\$ 150,000				
A36	210 Police Department	CAD RMS System	\$ 320,537	\$ 320,537	23		\$ 320,537	\$ 320,537				
	220 Fire Department	Replace Thermal Imaging Cameras	\$ 100,800	\$ 100,800	24							
	210 Police Department	Police Scheduling Software System	\$ 34,387	\$ 34,387	25							
A37	210 Police Department	Locker Replacement	\$ 175,755	\$ 175,755	26		\$ 175,755	\$ 175,755				
	210 Police Department	Police Station Access Control System	\$ 101,295	\$ 101,295	27							
	492 DPW-Rec-Parks	Replace Sidewalks at the Training Green	\$ 60,000	\$ 60,000	28							
	411 DPW-Engineering	Bartlett Rd. Bridge Design	\$ 300,000	\$ 300,000	29							
	300 School Dept.-West	Roof Replacement	\$ 1,178,800	\$ 1,178,800	30							
	300 School Dept.-Indian Bl	Roof Replacement	\$ 1,306,803	\$ 1,306,803	31							
	220 Fire Department	Replace Emergency Generator at Station 4, Bourne Road	\$ 53,495	\$ 53,495	32							
	630 DPW-Rec-Parks	Hedges Pond Restroom Roof Replacement	\$ 25,000	\$ 25,000	33							
	411 DPW-Engineering	Bridge & Culvert Inspection	\$ 100,000	\$ 100,000	34							
	492 DPW-Parks	Structural Inspection of Jenney & Billington Foot Bridges	\$ 25,000	\$ 25,000	35							
	411 DPW-Engineering	Town Wide Signal Inspection	\$ 120,000	\$ 120,000	36							
	492 DPW-Parks	Brewster Garden Wood Fence Replacement	\$ 55,000	\$ 55,000	37							
	411 DPW-Engineering	Town Square Public Space Improvements Plan-Engineering Design	\$ 80,000	\$ 80,000	38							
	491 DPW-Cem	Replace Water Line & Paving in Vine Hills Cemetery	\$ 24,000	\$ 24,000	39							
	220 Fire Department	Replace and Equip Brush Breaker 171	\$ 429,000	\$ 429,000	40							
	427 Marine & Environ	Harbor Bulkhead Facility Study	\$ 25,000	\$ 25,000	41							
	491 DPW-Cem	Fence Replacement on Samoset St.	\$ 38,200	\$ 38,200	42							
	411 DPW-Engineering	FFES Sidewalk Design & Construction (5 phases)	\$ 3,000,000	\$ 3,000,000	43							
	411 DPW-Engineering	West Plymouth Sidewalk Construction (5 phases)	\$ 3,000,000	\$ 3,000,000	44							
	421 DPW Admin	Materials Management Plan	\$ 175,000	\$ 175,000	45							
							\$ 11,487,591	\$ 3,403,972.51	\$ 393,791.59	\$ -	\$ -	\$ 7,669,826.90
							TOTAL GENERAL FUND PROJECTS \$ 28,696,315					
B4	60-440 DPW Util (Sewer)	Water Street Pump Station Upgrades	\$ 6,000,000	\$ 6,000,000	1		\$ 6,000,000			\$ 500,000	\$ 6,000,000	
A38	DPW Util (Sewer)	Capacity, Management, Operation & Maintenance (CMOM) Plan	\$ 500,000	\$ 500,000	2		\$ 500,000			\$ 58,769.25	\$ 500,000	
A39	DPW Util (Sewer)	Sewer System Upgrades	\$ 250,000	\$ 250,000	3		\$ 250,000			\$ 191,230.75	\$ 58,769.25	
	DPW Util (Sewer)	Replace 1997 Dump Truck S58	\$ 216,126	\$ 216,126	4					\$ 191,230.75	\$ 558,769.25	
							\$ 6,750,000	\$ -	\$ 191,230.75	\$ 558,769.25	\$ -	\$ 6,000,000.00
							TOTAL FOR SEWER \$ 6,966,126					
A40	61-450 DPW Util (Water)	Water Infrastructure	\$ 500,000	\$ 500,000	1		\$ 500,000			\$ 435,000	\$ 65,000	
A41	DPW Util (Water)	New Mini Excavator	\$ 100,000	\$ 100,000	2		\$ 100,000			\$ 100,000	\$ 100,000	
A42	DPW Util (Water)	Replace 2007 Utility Truck WA4	\$ 50,000	\$ 50,000	3		\$ 50,000			\$ 11,920.50	\$ 38,079.50	
B5	DPW Util (Water)	Replace Water Mains - Stafford and Town Streets	\$ 820,000	\$ 820,000	4		\$ 820,000			\$ -	\$ 203,079.50	\$ 820,000
							\$ 1,470,000	\$ -	\$ 446,920.50	\$ -	\$ 203,079.50	\$ 820,000.00
							TOTAL FOR WATER \$ 1,470,000					
							\$ 8,220,000	\$ -	\$ 638,151.25	\$ 558,769.25	\$ 203,079.50	\$ 6,820,000.00
							TOTAL FOR ENTERPRISE FUNDS \$ 8,436,126					
							\$ 19,707,591	\$ 3,403,972.51	\$ 1,031,942.84	\$ 558,769.25	\$ 203,079.50	\$ 14,509,826.90
							TOTAL PROJECTS FOR FY17 \$ 37,134,441					

## ATM ARTICLE 10:

*The only change is to the percentage of revenues deposited into the Environmental Affairs Fund. It has been changed from 100 percent of revenue from PILOT agreements to 75 percent (with the other 25 percent going to the General Fund).*

**ATM ARTICLE 10:** To see if the Town will vote to authorize the Board of Selectmen to petition the General Court for special legislation to establish an "Environmental Affairs Fund" as follows; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Board of Selectmen approve amendments to the bill before enactment by the General Court, and authorizing the Board of Selectmen to approve amendments which shall be within the scope of the general public objectives of the petition:

### AN ACT AUTHORIZING THE TOWN OF PLYMOUTH TO ESTABLISH A SPECIAL FUND

Section 1. Notwithstanding section 53 of chapter 44 of the General Laws or any other general or special law to the contrary, the town of Plymouth may establish an "environmental affairs fund" into which shall be deposited revenues received pursuant to renewable energy payment-in-lieu-of-taxes agreements. Any income derived from the investment or reinvestment of the special fund shall remain with and become part of the special fund. The special fund shall be available for appropriation by town meeting to meet costs related to environmental projects including but not limited to design and engineering, mitigation, land acquisition, water quality assessments, stormwater control improvement, river restoration, or as a local grant match to other state and/or federal related environmental grant opportunities.

Section 2. The town treasurer/collector shall be the custodian of the special fund and shall make an accounting of the special fund to each annual town meeting.

Section 3. This act shall take effect upon its passage.

Or take any other action relative thereto.

BOARD OF SELECTMEN

### **RECOMMENDATION: Not Approve (0-13-0).**

The Advisory & Finance Committee recommends Town Meeting not approve Article 10. Town Meeting approval of this article requests the Board of Selectmen seek special legislation to permit the Town to earmark renewable energy generation from PILOT receipts (e.g., solar farms) for various environmental projects. The Committee believes that the concept is a good one, but questions the timing of the proposal given the challenges the community is facing at the present time since the proposal would earmark funds for special use at a time when operating budgets have been constrained by several variables. The Committee also believes it may be premature for the Town to commit all of its renewable energy PILOT receipts to a special fund given the early state development of these PILOT arrangements.

