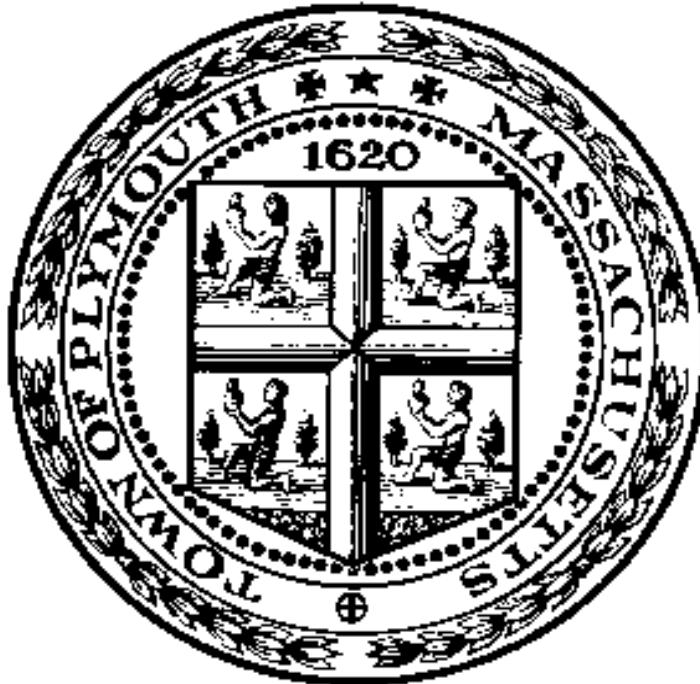


TOWN OF PLYMOUTH

REPORT
& RECOMMENDATIONS
OF THE
ADVISORY AND FINANCE
COMMITTEE



Presented at the
April 6, 2019

SPRING SPECIAL
TOWN MEETING

SPECIAL TOWN MEETING
April 6, 2019
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REPORT &
RECOMMENDATIONS

REPORT & RECOMMENDATIONS OF THE ADVISORY & FINANCE COMMITTEE

Spring Special Town Meeting – April 6, 2019

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

BOARD OF SELECTMEN

Miscellaneous D Non-Union Wage Proposal

RECOMMENDATION: Approval (Unanimous, 10-0-0). The Advisory & Finance Committee recommends Town Meeting approve Article 1 Miscellaneous D Non-Union Wage Proposal. Approval of this article will establish a new wage rate chart for Misc. D Non-Union personnel. The minimum wage law does not apply to municipalities but the Town feels that it is imperative that the Town's wages increase proportionally with the State to attract qualified candidates. These employees do not receive benefits from the Town so their compensation is based solely on their hourly wage. The proposed wage rates are included in the article back-up.

Memorandum of Agreement (MOA) – Collective Bargaining – Fire Fighters (IAFF)

RECOMMENDATION: Approval (Unanimous, 10-0-0). The Advisory & Finance Committee recommends Town Meeting approve Article 1 MOA with Fire Fighters. Details of the Fire Fighters agreement are summarized in the MOA dated February 5, 2019 included in the article back-up. The MOA is supported by the Selectmen, Town Manager, Fire Chief, IAFF Union President and the Chairman of the Fire Fighters Bargaining Committee.

ARTICLE 2: To see if the Town will vote to transfer from available funds a sum of money to be added to funds already appropriated under Articles 7A through 7E of the 2018 Spring Annual Town Meeting for the purpose of supplementing departmental expenses, or otherwise amend said votes, or take any other action relative thereto.

BOARD OF SELECTMEN

RECOMMENDATION: Approval (Unanimous, 12-0-0). The Advisory & Finance Committee recommends Town Meeting approve Article 2. Town Meeting approval of the article will increase the bond issuance line item by \$14,200 and decrease the Personal Services - Overtime budget by \$14,200 for the Sewer Enterprise Fund therefore there is a net \$0 increase. The sewer department entered into a Bond agreement with the DEP Clean Water Trust and had not done a bond review like this before and underestimated the bond issuance costs.

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

BOARD OF SELECTMEN

RECOMMENDATION: Approval \$5,781.92 (Unanimous, 12-0-0). The Advisory & Finance Committee recommends Town Meeting approve Article 3. Approval of this Article will authorize payment of four (4) FY18 outstanding invoices totalling \$5,781.92. Often these types of bills, which cannot be anticipated, are received well after the close of the fiscal year.

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

- A1 – Russell Pond Dam Repairs/Emergency Action Plan
- A2 - Beach Vehicle

Or take any other action relative thereto.

BOARD OF SELECTMEN

4-A1 RECOMMENDATION: Approval \$354,500 (Unanimous, 11-0-0) The Advisory & Finance Committee recommends Town Meeting approve Article 4-A1. Approval of this Article will authorize \$340,000 for Rehabilitation of the Russell Pond Dam and \$14,500 for an Emergency Action Plan (EAP). The Town has received a Notice on Noncompliance (NON) from DCR for Russell Pond Dam. The NON includes a date of July 31, 2019 for repair work to be complete or daily penalties of \$5,000 per day can be issued. The DCR has agreed to suspend the fines so long as the Town can demonstrate progress. This is an important project for the Town and the Capital Improvement Committee ranked this project 9b.

4-A2 RECOMMENDATION: Approval \$20,000 (Unanimous, 12-0-0) The Advisory & Finance Committee recommends Town Meeting approve Article 4-A2. Approval of this Article will authorize the Department of Marine & Environmental Affairs to purchase a used beach vehicle utilizing funds from the Plymouth Long Beach Revolving Fund. Their current vehicle is in need of replacement.

ARTICLE 5: To see if the Town will vote to authorize the Board of Selectmen to petition the General Court for special legislation as set forth below; provided, however, that the General Court may make clerical and editorial changes of form only to the bill unless the Board of Selectmen approves amendments to the bill prior to enactment by the General Court, and to authorize the Board of Selectmen to approve such amendments which shall be within the scope of the general public objectives of the petition, or take any other action relative thereto.

An Act Authorizing the Town of Plymouth to Continue Employment of G. Edward Bradley

Section 1. Notwithstanding any general or special law to the contrary, G. Edward Bradley, a member of the fire department of the town of Plymouth, may continue to serve in such position until the age of 67, or until the date of his retirement, non-reappointment, or the date he is relieved of his duties by the town, whichever occurs first; provided, however, that he is mentally and physically capable of performing the duties of his office. Provided further, that the town may, at its own expense, require that G. Edward Bradley be examined by an impartial physician designated by the town to determine such capability; and provided further, that no deductions shall be made from the regular compensation of G. Edward Bradley pursuant to chapter 32 of the General Laws for any service subsequent to his reaching the age of 65 in connection with his service to the town for retirement or pension purposes, and, upon retirement, G. Edward Bradley shall receive a superannuation retirement allowance equal to that which he would have been entitled had he retired at age 65.

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

BOARD OF SELECTMEN

RECOMMENDATION: Approval (Unanimous, 10-0-0) The Advisory & Finance Committee recommends Town Meeting approve Article 5. Approval of this article authorize the Board of Selectmen to petition the General Court for special legislation to Continue Employment of G. Edward Bradley, a member of the fire department of the town of Plymouth, until the age of 67, or until the date of his retirement, non-reappointment, or the date he is relieved of his duties by the town, whichever occurs first; provided, however, that he is mentally and physically capable of performing the duties of his office.

ARTICLE 6: To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow the sum of \$20,000 for the purposes of buying-out the lease at 23 Town Wharf with Plymouth Water Sports, Inc., including any related and incidental costs and expenses, or take any other action relative thereto.

BOARD OF SELECTMEN

NO MOTION, NO ACTION

ARTICLE 7: To see if the Town will vote to adopt a community impact fee, effective July 1, 2019, on the transfer of occupancy of certain short term rentals, as follows:

- (A) Accept the provisions of G.L. c.64G, §3D(a), authorizing the imposition of a community impact fee on the transfer of occupancy of a short term rental in a “professionally-managed unit”, defined as a unit owned by an operator who owns two or more short-term rental units in the same municipality not located within an owner-occupied single-family, two-family or three-family dwelling, at the rate of 3% of the total value of such occupancy; and,
- (B) Accept the provisions of G.L. c.64G, §3D(b), authorizing the imposition of a community impact fee on the transfer of occupancy of a room in a short-term rental located within an owner-occupied two- or three-family dwelling, at the rate of 3% of the total value of such occupancy;

or take any other relative action thereto.

BOARD OF SELECTMEN

RECOMMENDATION: Approval (10-2-0) The Advisory & Finance Committee recommends Town Meeting approve Article 7. Approval of this article will accept provisions of Massachusetts General Laws allowing the town to impose a community impact fee of 3% on short term rental as detailed in G.L. c.64G, §3D.

ARTICLE 8: To see if the Town will adopt a new General Bylaw, Chapter 160, entitled, “Regulation of Short Term Rentals”, as on file with the Town Clerk, or take any other relative action thereto.

BOARD OF SELECTMEN

NO MOTION, NO ACTION

ARTICLE 9: To see if the Town will vote to appropriate the sum of \$564,861 for the creation and/or restoration and rehabilitation of land for open space and recreational use, including improvements to comply with, Americans with Disabilities Act and Massachusetts Architectural Access Board access standards at various public playgrounds, including Nelson Park shown on Assessors Map 12, Lot 57 and Elmer Raymond, Jr. Playground located in Plymouth, MA and shown on Assessors Map 55, Lot 12A pursuant to the Community Preservation Program, and specifically for the design, acquisition and installation of recreational play equipment for such land, including but not limited to site preparation and permitting costs; and as funding therefor to appropriate said sum from the Community Preservation Fund estimated annual reserves, fund balance, or reserves, and/or borrow pursuant to G.L. c.44B or any other enabling authority, or take any other action relative thereto.

COMMUNITY PRESERVATION COMMITTEE

RECOMMENDATION: Approval \$476,529 (10-1-1) The Advisory & Finance Committee recommends Town Meeting approve Article 9. Approval of this article will appropriate \$476,529 from the Community Preservation Fund to build and replace ADA & AAB compliant play structures at both Nelson Field and Elmer Raymond playgrounds. If this is not addressed by the summer of 2019 the Town will be at risk of incurring substantial fines due to violations.

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

BOARD OF SELECTMEN

RECOMMENDATION: Approval \$421,941.17 (Unanimous, 10-0-0) The Advisory & Finance Committee recommends Town Meeting approve Article 10. Approval of this article will authorize the Town to transfer \$250,000 from Free Cash and \$171,941.17 from Article 10 2014 FATM, Appraisal and Legal funding to the Nuclear Plant Mitigation Stabilization fund. Funds are being set aside for future use as it relates to the Entergy Nuclear Power Plant and the effect that its closure will have on the town’s budget, tax rate and economic development. The current balance of the Nuclear Plant Mitigation Stabilization Fund is \$5.8 million; this will increase it to \$6.2 million. As with all Stabilization Funds, a 2/3rds vote of Town Meeting would be required for withdrawals from the stabilization fund.

ARTICLE 11: To see if the Town will vote to approve a payment in lieu of taxes agreement between the Town and Entergy Nuclear Generation Company for the property known as the Pilgrim Nuclear Generation Station, as on file with the Town Clerk, or take any other action relative thereto.

BOARD OF SELECTMEN

RECOMMENDATION: Approval (Unanimous 10-0-0). The Advisory & Finance Committee recommends Town Meeting approve Article 11. Town Meeting approval of this article will legally bind the tax agreement with Entergy Nuclear Generation Company for \$7 million for FY20 and \$6.5 million for FY21 thus eliminating the possibility of Entergy filing for an abatement on a Town assessed value of the property.

ARTICLE 12: To see if the Town will vote pursuant to G.L. c.44, §53E ½ to establish a new revolving fund, to be known as the Plymouth County Outreach Initiative; and further, to amend General Bylaws Chapter 143: Departmental Revolving Funds, particularly §143-5, by inserting a new row at the end of the Table of authorized revolving funds, as follows, and, further, to establish a fiscal year expenditure limit of \$100,000 for such fund, to be applicable from fiscal year to fiscal year unless amended by Town Meeting prior to July 1 in any fiscal year:

<u>A</u> Revolving Fund	<u>B</u> Department, Board, Committee, Agency or Officer Authorized to spend from Fund	<u>C</u> Fees, Charges or other Receipts Credited to Fund	<u>D</u> Program or Activity Expenses Payable from Fund	<u>E</u> Fiscal Years
Plymouth County Outreach (PCO)	Chief of Police	Annual dues collected from PCO member departments.	PCO Initiative to assist those struggling with substance abuse disorders, mental health disorders, and/or behavioral health disorders.	FY2020 and subsequent years.

or take any other action relative thereto.

BOARD OF SELECTMEN

RECOMMENDATION: Approval (Unanimous 10-0-0). The Advisory & Finance Committee recommends Town Meeting approve Article 12. Approval of this Article will establish a new revolving fund, Plymouth County Outreach (PCO). The Town of Plymouth will act as the fiduciary for the PCO revolving account but the 27 collaborative members of Plymouth County municipal police departments will fund the account through annual dues from PCO member departments, grants, gifts and donations. This initiative will enable the PCO to assist those struggling with substance abuse and any number of disorders.

ARTICLE 13: To see if the Town will vote to amend the vote taken under Article 9-Item B2 of the April 7th Annual Town Meeting (Maritime Facility) and appropriate the additional amount of \$1,000,000 to pay costs of the design, construction, and equipping of the Maritime Facility, located on Town-owned property shown as Lot 21A on Plymouth Assessors' Map 14A, and for all incidental and related costs and expenses, thereby increasing the total amount appropriated for such purposes from \$3,500,000 to \$4,500,000; and that to meet this additional appropriation, to authorize the Treasurer, with the approval of the Board of Selectmen, to borrow the additional amount appropriated hereunder pursuant to G.L. c.44, §7(1), or pursuant to any other enabling authority, and issue bond or notes of the Town therefor, or take any other action relative thereto.

BOARD OF SELECTMEN

RECOMMENDATION: Approval \$1,000,000 (11-0-1). The Advisory & Finance Committee recommends Town Meeting approve Article 13. Approval of this Article will allow the Town to solicit new bids for the construction of a new Maritime Facility. The originals bids exceeded the previous approved amount of \$3,500,000 under Article 9-Item B2 of the April 7th ATM. The current facility is in deplorable condition, lacks a bathroom facility, does not meet ADA requirements and removal of the existing building and construction of a new building is recommended.

ARTICLE 14: Withdrawn.

ARTICLE15 : To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow the sum of \$185,000 for the management and oversight of the wastewater treatent plant and related facilities and infrastructure, including preparation of a Sewer Operations Request For Proposals for such services and all other incidental and related costs and expenses, and to authorize the Board of Selectmen to enter into a contract for such services for a period up to or in excess of three years on such terms as the Board determines to be in the best interest of the Town, or take any other relative action thereto.

BOARD OF SELECTMEN

RECOMMENDATION: Approval \$185,000 (11-0-1). The Advisory & Finance Committee recommends Town Meeting approve Article 15. Approval of this Article will allow the Town to develop a new contract for interim operations prior to the expiration of the Veolia contract in June of 2021. Timing is critical to develop and bid a new Operation and Management (O&M) contract no less than 6 months prior to June 2021. This is needed for the transitional period irrespective of how the plant will be ultimately operated.

ARTICLE16: To see if the Town will vote to amend the General Bylaws by adding a new Ch. 159, Stormwater Pollution Abatement, as set forth below:

§ 159-1 Purpose.

Increased and contaminated Stormwater runoff is a major cause of impairment of water quality and flows in lakes, ponds, streams, rivers, wetlands and groundwater; contamination of drinking water supplies; alteration or destruction of aquatic and wildlife habitat; and flooding.

Regulation of illicit connections and discharges to the municipal storm drain system and watercourses is necessary for the protection of the Town of Plymouth's water bodies and groundwater, and to safeguard the public health, safety, welfare, and the environment.

The objectives of this by-law are:

1. to prevent pollutants from entering the Town of Plymouth municipal separate storm sewer system(MS4) or watercourses;
2. to prohibit illicit connections and unauthorized discharges to the MS4 and watercourses;
3. to comply with state and federal statutes and regulations relating to Stormwater discharges; and
4. to establish the legal authority to ensure compliance with the provisions of this by-law through inspection, monitoring, and enforcement through the Department of Public Works Engineering Division.

§ 159-2 Definitions.

For the purposes of this by-law, the following shall mean:

AUTHORIZED ENFORCEMENT AGENCY: The Plymouth Department of Public Works, its employees or any agents designated by the Plymouth Department of Public Works to enforce this by-law.

CLEAN WATER ACT: The Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) as hereafter amended.

DISCHARGE OF POLLUTANTS: The addition from any source of any pollutant or combination of pollutants into the municipal storm drain system or into the waters of the United States or Commonwealth from any source.

GROUNDWATER: Water beneath the surface of the ground.

ILLICIT CONNECTION: A surface or subsurface drain or conveyance, which allows an illicit discharge into the municipal storm drain system or a watercourse, including without limitation sewage, process wastewater, or wash water and any connections from indoor drains, sinks, or toilets, regardless of whether said connection was previously allowed, permitted, or approved before the effective date of this by-law

ILLICIT DISCHARGE: Direct or indirect discharge to the municipal storm drain system or a watercourse that is not composed entirely of Stormwater, except as exempted in Section 3 of this by-law.

IMPERVIOUS SURFACE: Any material or structure on or above the ground that prevents water from infiltrating the underlying soil. The term impervious surface includes without limitation roads, paved parking lots, sidewalks, and rooftops.

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) or MUNICIPAL STORM DRAIN SYSTEM: The system of conveyances designed or used for collecting or conveying Stormwater, including any road with a drainage system, street, gutter, curb, inlet, piped storm drain, pumping facility, retention or detention basin, natural or man-made or altered drainage channel, reservoir, and other drainage structure that together comprise the storm drainage system owned or operated by the Town of Plymouth.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORM WATER DISCHARGE PERMIT: A permit issued by the United States Environmental Protection Agency or jointly with the State that authorizes the discharge of pollutants to waters of the United States.

NON-STORMWATER DISCHARGE: Discharge to the municipal storm drain system not composed entirely of Stormwater.

PERSON: An individual, partnership, association, firm, company, trust, corporation, agency, authority, department or political subdivision of the Commonwealth or the federal government, to the extent permitted by law, and any officer, employee, or agent of such person.

POLLUTANT: Any element or property of sewage, agricultural, industrial or commercial waste, runoff, leachate, heated effluent, or other matter whether originating at a point or nonpoint source, that is or may be introduced into any sewage treatment works or waters of the Commonwealth. Pollutants shall include without limitation:

- (1) paints, varnishes, and solvents;
- (2) oil and other automotive fluids;
- (3) non-hazardous liquid and solid wastes and yard wastes;
- (4) refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordnances, accumulations, and floatables;
- (5) pesticides, herbicides, and fertilizers;
- (6) hazardous materials and wastes; sewage, fecal coliform, and pathogens;
- (7) dissolved and particulate metals;
- (8) animal wastes;
- (9) rock, sand, salt, soils;
- (10) construction wastes and residues; and
- (11) noxious or offensive matter of any kind.

PROCESS WASTEWATER: Water which, during manufacturing or processing, comes into direct contact with or results from the production or use of any material, intermediate product, finished product, or waste product.

STORMWATER: Runoff from precipitation or snow melt, and surface water runoff and drainage which does not contain pollutants or wastewater.

SURFACE WATER DISCHARGE PERMIT. A permit issued by the Department of Environmental Protection (DEP) pursuant to 314 CMR 3.00 that authorizes the discharge of pollutants to waters of the Commonwealth of Massachusetts.

TOXIC OR HAZARDOUS MATERIAL or WASTE: Any material, which because of its quantity, concentration, chemical, corrosive, flammable, reactive, toxic, infectious or radioactive characteristics, either separately or in combination with any substance or substances, constitutes a present or potential threat to human health, safety, welfare, or to the environment. Toxic or hazardous materials include any synthetic organic chemical, petroleum product, heavy metal, radioactive or infectious waste, acid and alkali, and any substance defined as Toxic or Hazardous under G.L. Ch.21C and Ch.21E, and the regulations at 310 CMR 30.000 and 310 CMR 40.0000.

WATERCOURSE: A natural or man-made channel through which water flows or a stream of water, including a river, brook or underground stream.

WATERS OF THE COMMONWEALTH: All waters within the jurisdiction of the Commonwealth, including, without limitation, rivers, streams, lakes, ponds, springs, impoundments, estuaries, wetlands, coastal waters, and groundwater.

WASTEWATER: Any sanitary waste, sludge, or septic tank or cesspool overflow, and water that during manufacturing, cleaning or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, byproduct or waste product.

§ 159-3 Applicability.

This by-law shall apply to all liquid and other matters entering the municipal storm drain system or going, directly or indirectly, into a watercourse or waters of the Commonwealth, that will be generated on any developed or undeveloped lands except as explicitly exempted in this by-law.

§ 159-4 Prohibited Activities and Exemptions.

- A. **Illicit Discharges.** No person shall dump, discharge, spill, cause or allow to be discharged any pollutant or non-Stormwater discharge into the municipal separate storm sewer system (MS4), onto an impervious surface directly connected to the MS4, or directly or indirectly, into a watercourse or waters of the Commonwealth.
- B. **Illicit connections.** No person shall construct, use, allow, maintain or continue any illicit connection to the municipal storm drain system, regardless of whether the connection was permissible under applicable law, regulation or custom at the time of connection.
- C. **Obstruction of the municipal storm drain system.** No person shall obstruct or interfere with the normal flow of Stormwater into or out of the municipal storm drain system without prior consent from the Authorized Enforcement Agency.
- D. **Exemptions.**
 - (1) Discharge or flow resulting from fire-fighting activities;
 - (2) The following non-Stormwater discharges or flows are exempt from the prohibitions of non-Stormwater provided that the source is not a significant contributor of a pollutant to the municipal storm drain system or, directly or indirectly, to a watercourse or waters of the Commonwealth:
 - a. Waterline flushing;
 - b. Flow from potable water sources;
 - c. Springs;
 - d. Natural flow from riparian habitats and wetlands;
 - e. Diverted stream flow;
 - f. Rising groundwater;
 - g. Uncontaminated groundwater infiltration as defined in 40 CFR 35.2005(20), or uncontaminated pumped groundwater (e.g. sump pump), provided that where a pump intake exists inside a structure, the operator seeks a permit from the Authorized Enforcement Agency prior to

discharge and thereafter discharges in accordance with the requirements of the permit and applicable laws and regulations to be issued by the Authorized Enforcement Agency;

- h. Water from exterior foundation drains, footing drains (not including active groundwater dewatering systems-separate discharge permit required), crawl space pumps, or air-conditioning condensation;
- i. Discharge from dechlorinated swimming pool water (less than one ppm chlorine) provided the water is allowed to stand for one week prior to draining and the pool is drained in such a way as not to cause a nuisance;
- j. Discharge from street sweeping;
- k. Dye testing provided verbal notification is given to the Authorized Enforcement Agency prior to the time of the test;
- l. Non-Stormwater discharge permitted under an NPDES permit (including the latest The Dewatering General Permit and Construction General Permit for the Commonwealth of Massachusetts), waiver, or waste discharge order administered under the authority of the United States Environmental Protection Agency, provided that the discharge is in full compliance with the requirements of the permit, waiver, or order and applicable laws and regulations, and that a copy of such permit is provided to the Town at least seven (7) workdays prior to the discharge; and
- m. Discharge for which advanced written approval is received from the Authorized Enforcement Agency as necessary to protect public health, safety, welfare or the environment.

§ 159-5 Emergency Suspension of Storm Drainage System Access.

The Authorized Enforcement Agency may suspend municipal storm drain system access to any person or property without prior written notice when such suspension is necessary to stop an actual or threatened discharge of pollutants that presents an imminent risk of harm to the public health, safety, welfare or the environment. In the event any person fails to comply with an emergency suspension order, the Authorized Enforcement Agency may take all reasonable steps to prevent or minimize harm to the public health, safety, welfare or the environment.

§ 159-6 Notification of Spills.

Notwithstanding other requirements of local, state or federal law, as soon as a person responsible for a facility or operation, or responsible for emergency response for a facility or operation, has information of or suspects a release of materials at that facility or operation resulting in or which may result in discharge of pollutants to the municipal drainage system or waters of the Commonwealth, the person shall take all necessary steps to ensure containment and cleanup of the release. In the event of a release of oil or hazardous materials, the person shall immediately notify the Municipal Fire and Police Departments. In the event of a release of nonhazardous material, the reporting person shall notify the Authorized Enforcement Agency no later than the next business day. The reporting person shall provide written confirmation of all telephone, facsimile or in-person notifications within three business days thereafter. If the discharge of prohibited materials is from a commercial or industrial facility, the facility owner or operator of the facility shall retain on-site a written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

§159-7 Enforcement.

The Authorized Enforcement Agency shall enforce this by-law, and any associated regulations, orders, violation notices, and enforcement orders and may pursue all civil and criminal remedies for such violations.

- A. Civil relief. If a person violates the provisions of this by-law, or any associated regulations, permit, notice, or order issued thereunder, the Authorized Enforcement Agency may seek injunctive relief in a court of competent jurisdiction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.
- B. Orders.

- (1) The Authorized Enforcement Agency may issue a written order to enforce the provisions of this by-law or any regulations thereunder, which may include:
 - a. Elimination of illicit connections or discharges to the MS4;
 - b. Elimination of discharges to the MS4 or, directly or indirectly, into a watercourse or into the waters of the Commonwealth.
 - c. Performance of monitoring, analyses, and reporting;
 - d. That unlawful discharges, practices, or operations shall cease and desist;
 - e. That measures shall be taken to minimize the discharge of pollutants until the illicit connection shall be eliminated; and
 - f. Remediation of contamination in connection therewith.
- (2) If the Authorized Enforcement Agency determines that abatement or remediation of contamination is required, the order shall set forth a deadline by which such abatement or remediation must be completed. Said order shall further advise that, should the violator or property owner fail to abate or perform remediation within the specified deadline, the Town may, at its option, undertake such work, and expenses thereof shall be charged to the violator.
- (3) Within 30 days after completing all measures necessary to abate the violation or to perform remediation, the violator and the property owner will be notified of the costs incurred by the Town, including administrative costs. The violator or property owner may file a written protest objecting to the amount or basis of costs with the Authorized Enforcement Agency within 30 days of receipt of the notification of the costs incurred. If the amount due is not received by the expiration of the time in which to file a protest or within 30 days following a decision of the Authorized Enforcement Agency affirming or reducing the costs, or from a final decision of a court of competent jurisdiction, the costs shall become a special assessment against the property owner and shall constitute a lien on the owner's property for the amount of said costs. Interest shall begin to accrue on any unpaid costs at the statutory rate provided in MGL c. 59, § 57 after the 31st day at which the costs first become due.

C. 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 I, General I, Article II, § 1-1 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.

D. Entry to perform duties under this by-law. To the extent permitted by state law, or if authorized by the owner or other party in control of the property, the Authorized Enforcement Agency, its agents, officers, and employees may enter upon privately owned property for the purpose of performing their duties under this by-law and regulations and may make or cause to be made such examinations, surveys or sampling as the Authorized Enforcement Agency deems reasonably necessary.

E. Appeals. The decisions or orders of the Authorized Enforcement Agency shall be final. Further relief shall be to a court of competent jurisdiction.

F. Remedies not exclusive. The remedies listed in this section are not exclusive of any other remedies available under any applicable federal, state or local law.

§ 159-8 Regulations and Guidance.

Authorized Enforcement Agency may promulgate rules and regulations to effectuate the purposes of this By-Law after conducting a public hearing to receive comments. Such hearing shall be advertised in a newspaper of general local circulation, at least fourteen (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.

§ 159-9 Transitional Provisions.

Residential property owners shall have ninety 90 days from the effective date of this bylaw to comply with its provisions provided good cause is shown for the failure to comply with the bylaw during that period.

§ 159-10 Severability.

The provisions of this bylaw are hereby declared to be severable. If any provision, paragraph, sentence, or clause of this bylaw or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this bylaw.

or take any other relative action thereto.

BOARD OF SELECTMEN

RECOMMENDATION: Approval (11-1-0). The Advisory & Finance Committee recommends Town Meeting approve Article 16. Approval of this Article will amend the General Bylaws by adding a new Ch. 159, Stormwater Pollution Abatement. By adding Ch. 159, Stormwater Pollution Abatement the Town is satisfy the EPA requirement to adopt regulations to prohibit illicit connections and unauthorized discharges to the MS4 system.

ARTICLE 17: Withdrawn.

ARTICLE18: To see if the Town will vote to transfer the care, custody, management, and control of a piece of land shown on Assessor's Map 014-000-027B-000 off Plympton Street commonly known as "Parting Ways" from the Board of Selectmen for future cemetary purposes to the Boad of Selectmen acting as Water Commissioners for public water supply purposes, or take any other relative action thereto.

BOARD OF SELECTMEN

NO MOTION, NO ACTION

ROLL CALL
VOTING CHARTS

ADVISORY & FINANCE COMMITTEE - ROLL CALL VOTING CHART - SPECIAL SPRING ARTICLES
Y - For

N - Against

A - Abstain **R** - Recuse

X - Absent

Ch - Chair did not vote

ARTICLES

		Andrew Burgess	Kevin Carty	Beth Davis	Brian Dunn	Harry Helm	Roz Jones	Stephen Karam	Ethan Kusmin	John Moody	Harry Salerno	Ashley Shaw	Sheila Sheridan	Marc Sirrico	Scott Stephenson	Evelyn Strawn	VOTE TOTAL FOR-AGAINST-ABSTAIN
1	Contracts/Personnel By-law	Y	Y		Y	Y	Y	X	X	Y	Ch	Y	Y	Y	X	Y	10-0-0
2	Supplemental Budgets	Y	Y	Y	X	Y	Y	Y	Y	Y	Ch	Y	Y	Y	Y	X	12-0-0
3	Prior Year Unpaid Bills	Y	Y	X	Y	Y	Y	Y	Y	Y	Ch	Y	Y	Y	X	Y	12-0-0
4A	Russel Pond Dam/Emergency Action Plan	Y	Y	X	Y	Y	Y	Y	Y			Y	Y	X	X	Y	11-0-0
4B	Capital	Y	Y	X	Y	Y	Y	Y	Y	Y	Ch	Y	Y	Y	X	Y	12-0-0
5	Increase Retirement Age/Fire Chief	X	Y	Y	Y	Y	X	Y	X	Y	Ch	Y	Y	Y	Y	X	10-0-0
7	Short Term Rental Levy	Y	N	X	Y	Y	Y	Y	N	Y	Ch	Y	Y	Y	X	Y	10-2-0
9	CPC- Parks	Y	Y		X	Y	Y	Y	A	Y	Ch	N	Y	Y	Y	Y	10-1-1
10	Nuclear Mitigation	X	Y	Y	Y	Y	X	Y	X	Y	Ch	Y	Y	Y	Y	X	10-0-0
11	Entergy PILOT	X	Y	Y	Y	Y	X	Y	X	Y	Ch	Y	Y	Y	Y	X	10-0-0
12	Establish PCO Revolving Fund	X	Y	Y	Y	Y	X	Y	X	Y	Ch	Y	Y	Y	Y	X	10-0-0
13	Maritime Facility/Increase	Y	Y	X	Y	Y	Y	A	Y	Y	Ch	Y	Y	Y	X	Y	11-0-1
15	Sewer RFP	Y	Y	Y	X	Y	Y	Y	Y	A	Ch	Y	Y	Y	Y	X	11-0-1
16	Stormwater Pollution Abatement	Y	Y	X	Y	Y	Y	Y	Y	N	Ch	Y	Y	Y	X	Y	11-1-0

CAPITAL
IMPROVEMENTS
COMMITTEE



TOWN OF PLYMOUTH

26 Court Street
Plymouth, Massachusetts 02360
(508) 747-1620
FAX (508) 830-4133

TO: Board of Selectmen
Advisory and Finance Committee
Town Meeting

FROM: Pamela D. Hagler

DATE: February 15, 2019

RE: STM Capital Improvements Committee Recommendation

As required by Bylaw 38, Capital Improvements, the Capital Improvements Committee met on February 11, 2019 to review the following funding requests for Town Meeting consideration:

Article 4 – Marine & Environmental Affairs:

Additional Funds for Maritime Facility Construction
Repairs to Russell Pond Dam/EAP's
Purchase Used Pickup Truck for Long Beach

The Capital Improvements Committee evaluated these requests then prioritized and incorporated them into the existing Capital Improvements Plan using their established ranking criteria. Attached to this memo is the revised Capital Improvement Plan with the three projects highlighted.

Please contact me if you have any questions. Thank you.

FY19 CIP REQUESTS PRIORITIZED BY THE CAPITAL IMPROVEMENTS COMMITTEE ON 1/12/18, WITH STM REQUESTS VOTED BY CIC ON 3/15/18, FATM REQUESTS VOTED BY CIC ON 9/12/18, AND STM REQUESTS VOTED BY CIC ON 2/11/19

DIV. PRI- ORITY	DEPARTMENT OR SPONSOR	PROJECT DESCRIPTION	COMPONENT COST	PROJECT COST	R	TOWN MANAGER RECOMMENDED	FREE CASH	DEBT	OTHER
					A	N			
1	Fire Department	New Station 7 in North Plymouth		7,500,000	1	7,500,000		7,500,000	
2	Fire Department	Purchase and Equip 100' Aerial Truck		1,100,000	2	1,100,000		1,100,000	
	Public Health	+Art. 35 - Bartlett Pond Assessment		180,000	2a				
	DPW Op-Maintenance	Town Building Repair Program:		4,088,937	3	272,250	272,250		
1		AC Units for Computer & Comm Room at Police Dept	38,500						
		+Art. 4 - COA HVAC Repairs	29,325						
		+Art. 4 - Memorial Hall Chiller Unit	363,000						
2		Replace Overhead Doors at DPW Facility	151,250						
3		Generator Replacement at DPW Facility	82,500						
		Repairs to the Following Buildings per Facilities Assessment Report:							
4		Hedges Pond Main Building	36,133						
4		Cedarville Garage	43,308						
4		Crematory	8,363						
4		DPW Annex	308,960						
4		Fire Station 1 - HQ	117,550						
4		Fire Station 2 - W. Plymouth	111,013						
4		Fire Station 3 - Pine Hills	57,745						
4		Fire Station 4 - Bourne Rd	61,545						
4		Fire Station 5 - Manomet	228,654						
4		Fire Station 6 - Cedarville	131,809						
4		Harbor Master Building	55,745						
4		Highway Building	275,000						
4		Little Red Schoolhouse	69,367						
4		Library - Main Branch	884,870						
4		Library - Manomet Branch	38,889						
4		Manomet Youth Center	85,581						
4		Memorial Hall	500,000						
4		Police Station	132,008						
4		Senior Center	65,247						

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DIV. PRI-ORITY	DEPARTMENT OR SPONSOR	PROJECT DESCRIPTION	COMPONENT COST	PROJECT COST	R A N K	TOWN MANAGER RECOMMENDED PROJECT FUNDING	FREE CASH	DEBT	OTHER
4		Stephens Field Concession/Restroom Facility	18,150						
4		Vine Hills Cemetery Office	160,827						
4		Visitor Center	33,598						
	DPW Op-Maintenance	+Art. 5 - Add'l Funds for Library Roof/Chiller/Skylight		1,200,000	3a				
	School Department	School Building Repair Program:							
1.01	West	Replace Windows-1 Pod Per Year	36,000						
1.02	Nathaniel Morton	Brick Remediation	126,500						
1.03	South	Replace Intercom	49,740						
1.04	West	Create Additional Parking	31,000						
1.05	Hedge	Paint Exterior Trim	72,555						
1.06	PCIS	Replace IMC Carpet with Vinyl Tile	61,732						
1.07	PSMS	Sidewalk Asphalt Repairs	60,650						
1.08	Indian Brook/South	Gym Dividers	21,554						
1.09	Cold Spring	Restoration of Play Area	23,644						
1.10	PCIS	Fence	148,290						
1.11	Hedge	Area	134,200						
1.12	PCIS	Replace Public Address System	25,751						
1.13	Federal Furnace	Replace Windows-1 Pod Per Year	90,000						
1.14	Federal Furnace	Replace Skylights	64,610						
1.15	Cold Spring	ACM Tile Removal and Install VCT Tile	95,000						
1.16	Indian Brook	Resurface Gym Floor	32,500						
1.17	PCIS	Replace Gym Floor	108,353						
1.18	South	Resurface Gym Floor	38,192						
1.19	Federal Furnace	Resurface Gym Floor	38,192						
1.20	PCIS	Add Additional Card Readers to Exterior Doors	24,756						
1.21	PCIS	Blinds	15,957						
1	Procurement/Town Cler	Municipal Document Management System - Phase 1		300,000	5				
	DPW Op-Maintenance	Town Vehicle & Equipment Replacement Program:		2,507,426	6				

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DIV. PRI- ORITY	DEPARTMENT OR SPONSOR	PROJECT DESCRIPTION	COMPONENT COST	PROJECT COST	R A N K	TOWN MANAGER RECOMMENDED PROJECT FUNDING	FREE CASH	DEBT	OTHER
4	CEM	Replace 2009 Dump Truck C72 with Sander	108,957			108,957	108,957		
1	FLT	Purchase Facility Maintenance Pickup Truck	59,687			147,411	147,411		
2	FLT	Fleet Fuel Efficiency Program	87,724						
1	HY	Replace 1995 Dump Truck H330	286,000			286,000	286,000		
2	HY	Replace 2000 6 Wheel Truck H32	220,000						
3	HY	Replace 1999 6 Wheel Truck H36	226,600						
4	HY	Replace 1988 Holder Mower/Sidewalk Plow H3:	225,720						
5	HY	Replace 2007 Sweeper H304	305,250						
6	HY	Replace 2002 Truck H355	108,900						
7	HY	Purchase New Compact Skidsteere Loader	39,215						
8	HY	Replace 1995 Holder H325	225,720						
9	HY	Replace 5 Ton Roller	91,839						
10	HY	Replace 2006 Dump Truck H346	108,900						
11	HY	Replace 2006 Dump Truck H347	108,900						
12	HY	Replace 2006 Dump Truck H348	108,900						
2	PK	Replace 1999 Truck P25	108,957			108,957	108,957		
3	PK	Purchase New Pickup Truck	41,121						
7	PK	Replace 1997 Tractor	58,567						
2	MEA	Replace Animal Control Vehicle	47,426			47,426	47,426		
3	MEA	Replace Harbor Master Pickup Truck ME5	48,000						
1	Marine & Environmenta	+Art. 4 - Dredge Permitting/Sampling Requirements	200,000	6a					
3	Marine & Environment	@Art. 4 - Purchase Used Pickup Truck for Long Beach	20,000	6b					
1	Public Health	Sterilis Medical Waste Device	42,229	7		42,229	32,729		9,500 Grants
1	Information Technology	Strategic Plan	60,000	8		60,000	60,000		
DPW-Parks & Forestry		+Art. 10 - Accessibility Compliance at Three Parks	200,000	8a					
1	DPW-Parks & Forestry	Nelson Park Play Structure Repairs	18,000	9		18,000	18,000		
2	Marine & Environmenta	+Art. 4 - Capping & Reconstructing Water St. Parking Lot	737,000	9a					

FY19 CIP REQUESTS PRIORITIZED BY THE CAPITAL IMPROVEMENTS COMMITTEE ON 1/12/18, WITH STM REQUESTS VOTED BY CIC ON 3/15/18, FATM REQUESTS VOTED BY CIC ON 9/12/18, AND STM REQUESTS VOTED BY CIC ON 2/11/19

DIV. PRI- ORITY	DEPARTMENT OR SPONSOR	PROJECT DESCRIPTION	COMPONENT COST	PROJECT COST	R A N K	TOWN MANAGER RECOMMENDED PROJECT FUNDING	FREE CASH	DEBT	OTHER
2	Marine & Environment @Art. 4 - Repairs to Russell Pond Dam/EAP's			355,000	9b				
5	Marine & Environmenta Town Forest Red Pine Cutting			37,000	10	37,000		24,500 Grants 12,500 Environmental Affairs Fund	
1	Marine & Environmenta Maritime Facility Construction			3,500,000	11	3,500,000		2,000,000 Grants	1,500,000
1	Marine & Environment @Art. 4 - Additional Funds for Maritime Facility Construction			1,000,000	11a				
3	Fire Department	Replace and Equip Pumping Engine		650,000	12				
3	Fire Department	+Art. 4 - Replace and Equip Pumping Engine		675,000	12a				
School Department	School Vehicle & Equipment Replacement Program:			454,495	13	128,500			
2.01	PSHS	Equipment for New Building		131,495					
2.02	DW Facilities	Replace 2003 Food Service Truck		45,000			128,500		
2.03	DW Facilities	Purchase One Diesel Bus		83,500					
2.04	DW Facilities	Replace 2006 Utility Truck		52,000					
2.05	DW Facilities	Replace 2002 Utility Truck		49,500					
2.06	DW Facilities	Replace 2002 Rack Truck		63,000					
2.07	DW Facilities	Replace 2000 Pickup Truck		30,000					
3	Marine & Environmenta +Art. 4 - Engr/Permitting Reparis to Russell Mill Dam			69,500	13a				
5	DPW-Parks & Forestry Jenny Grist Mill Improvements			750,000	14	750,000	750,000		
5	Fire Department	Public Safety Radio System Upgrades		87,000	15				
1	Police Department	Analog CCTV Camera Upgrade		112,336	16	112,336	112,336		
School Dept/Bldg Cmte	Infrastructure Management:			4,791,476	17				
3.01	Nathaniel Morton	Brick Remediation		2,025,000					
3.02	West	Roof Replacement		1,312,004					

FY19 CIP REQUESTS PRIORITIZED BY THE CAPITAL IMPROVEMENTS COMMITTEE ON 1/12/18, WITH STM REQUESTS VOTED BY CIC ON 3/15/18, FATM REQUESTS VOTED BY CIC ON 9/12/18, AND STM REQUESTS VOTED BY CIC ON 2/11/19

DIV. PRI- ORITY	DEPARTMENT OR SPONSOR	PROJECT DESCRIPTION	COMPONENT COST	PROJECT COST	R	TOWN MANAGER	FREE CASH	DEBT	OTHER
					A	N			
3.03	Indian Brook	Roof Replacement	1,454,472						
8	DPW-Engineering	Wicking Well Manomet Ave.		180,000	18		180,000	180,000	
5	DPW-Engineering	Seven Hills Rd. Drainage Improvements		550,000	19				
2	DPW-Engineering	Allerton Street Roadway Improvements		500,000	20				
1	DPW-Engineering	Manomet Pt. Revetment Design		120,000	21				
5	Marine & Environmenta +Art. 4 - Purchase New Floats			65,000	21a				
8	DPW-Parks & Forestry	Training Green Sidewalks		150,000	22				
1	DPW-Cemetery	Parting Ways Cemetery Expansion Design		75,000	23				
6	DPW-Parks & Forestry	Manomet Recreation Area Parking Lot Improvements		80,000	24				
2	DPW-Cemetery	Replace Waterline & Paving in Vine Hills Cemetery		70,000	25				
3	DPW-Cemetery	Hearse House and Entry Renovations		300,000	26				
4	DPW-Engineering	Brook Road Bridge Design and Construction		1,000,000	27				
6	DPW-Engineering	Bartlett Rd. Bridge Design		200,000	28				
9	DPW-Parks & Forestry	Deisgn for Billington St. Covered Bridge Repairs		40,000	29				
4	Marine & Environmenta +Art. 4 - Mooring Plan			69,747	29a				
3	DPW-Engineering	Town Wide Signal Inspection		250,000	30				

FY19 CIP REQUESTS PRIORITYZED BY THE CAPITAL IMPROVEMENTS COMMITTEE ON 1/12/18, WITH STM REQUESTS VOTED BY CIC ON 3/15/18, FATM REQUESTS VOTED BY CIC ON 9/12/18, AND STM REQUESTS VOTED BY CIC ON 2/11/19

DIV. PRI- ORITY	DEPARTMENT OR SPONSOR	PROJECT DESCRIPTION	COMPONENT COST	PROJECT COST	R A N K	TOWN MANAGER RECOMMENDED PROJECT FUNDING	FREE CASH	DEBT	OTHER
4	Fire Department	Purchase and Equip Tow Vehicles		36,000	31				
4	Marine & Environmenta	Feasibility for Jenney Pond By-Pass		36,680	32	36,680		36,680	Environmental Affairs Fund
2	Police Department	Replace Emergency Response Vehicle		99,051	33				
4	DPW-Parks & Forestry	Veterans Park Construction		450,000	34				
10	DPW-Parks & Forestry	Design for Two Multi-Purpose Fields at Forges Field		150,000	35				
7	DPW-Engineering	Federal Furnace Elem. School Sidewalks		3,000,000	36				
5	DPW-Cemetery	Burial Hill Cannon Surround Fence		55,000	37				
TOTAL FOR GENERAL FUND PROJECTS				39,411,053		14,647,986	2,464,806	10,600,000	1,583,180
1	DPW Utilities (Sewer)	Collection System Rehabilitation and Repair		1,000,000	1	1,000,000		1,000,000	
1	DPW Utilities (Sewer)	+Art. 6 - Add'l Funds for Water St. Pump Station Upgrades		1,500,000	1a				
2	DPW Utilities (Sewer)	+Art. 4 - Hedge Rd. Pump Station Upgrades		809,000	1b				
2	DPW Utilities (Sewer)	SCADA Upgrades		55,000	2	55,000		55,000	
4	DPW Utilities (Sewer)	Trailer Mounted Bypass Pump		73,886	3	73,886		73,886	
3	DPW Utilities (Sewer)	Hedge Rd Pump Station Screen Design and Installation		150,000	4	150,000		150,000	
5	DPW Utilities (Sewer)	Replace Six-Wheel Dump Truck w/Plow & Sander S58		206,000	5				Sewer Retained
6	DPW Utilities (Sewer)	Replace 2003 Utility Truck S51		68,000	6				Earnings
TOTAL FOR SEWER				3,861,886		1,278,886		1,000,000	278,886
1	DPW Utilities (Water)	Forges Field Well & System Expansion		8,000,000	1	8,000,000		8,000,000	
2	DPW Utilities (Water)	Water System Master Plan		305,800	2	305,800		305,800	
3	DPW Utilities (Water)	Stafford Water Storage Tank Restoration		1,550,000	3				Water Retained
4	DPW Utilities (Water)	Water Infrastructure		500,000	4				Earnings
5	DPW Utilities (Water)	N. Pine Hill Booster Station and Pressure Zone Improvements		1,150,000	5				

FY19 CIP REQUESTS PRIORITYZED BY THE CAPITAL IMPROVEMENTS COMMITTEE ON 1/12/18, WITH STM REQUESTS VOTED BY CIC ON 3/15/18, FATM REQUESTS VOTED BY CIC ON 9/12/18, AND STM REQUESTS VOTED BY CIC ON 2/11/19

DIV. PRI- ORITY	DEPARTMENT OR SPONSOR	PROJECT DESCRIPTION	COMPONENT COST	PROJECT COST	R A N K	TOWN MANAGER RECOMMENDED PROJECT FUNDING	FREE CASH	DEBT	OTHER
	DPW Utilities (Water)	*Purchase Map 107, Lot 72		325,000	5a				
6	DPW Utilities (Water)	Replace 2001 6-Wheel Dump Truck		206,000	6				
7	DPW Utilities (Water)	Replace 2007 Utility Truck W43		63,000	7				
8	DPW Utilities (Water)	Replace 2005 Pickup Truck W441		28,000	8				
		TOTAL FOR WATER		12,127,800		8,305,800		8,000,000	305,800
1	Solid Waste	+Art 4 - Upgrade Sticker/Tracker Equipment and Software Program		37,089	1				
		TOTAL FOR SOLID WASTE		37,089					
1	Airport	+Art. 4 - Add'l Funds for Airport Admin. Building Construction		85,000	1				
		TOTAL FOR AIRPORT		85,000					
		TOTAL FOR ENTERPRISE FUNDS		16,111,775		9,584,686		9,000,000	584,686
1	Com. Pres. Cmte	+Art. 9 - Rehabilitation/Restoration of 1749 Court House		380,000					
		TOTAL FOR COMMUNITY PRESERVATION COMMITTEE		380,000					
		TOTAL PROJECTS FOR FY19		55,523,046		24,232,672	2,464,806	19,600,000	2,167,866

*ATM Article 15A - Prioritized by Town Meeting March 15, 2018

+FATM Articles - Prioritized by CIC Spetember 17, 2018

@STM Articles - Prioritized by CIC February 11, 2019

ARTICLE
SUPPORTING
DOCUMENTATION

ARTICLE 1:

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

BOARD OF SELECTMEN

Miscellaneous D Non-Union Wage Proposal

RECOMMENDATION: Approval (Unanimous, 10-0-0). The Advisory & Finance Committee recommends Town Meeting approve Article 1 Miscellaneous D Non-Union Wage Proposal. Approval of this article will establish a new wage rate chart for Misc. D Non-Union personnel. The minimum wage law does not apply to municipalities but the Town feels that it is imperative that the Town's wages increase proportionally with the State to attract qualified candidates. These employees do not receive benefits from the Town so their compensation is based solely on their hourly wage. The proposed wage rates are included in the article back-up.

Memorandum of Agreement (MOA) – Collective Bargaining – Fire Fighter (IAFF)

RECOMMENDATION: Approval (Unanimous, 10-0-0). The Advisory & Finance Committee recommends Town Meeting approve Article 1 MOA with Fire Fighters. Details of the Fire Fighters agreement are summarized in the MOA dated February 5, 2019 included in the article back-up. The MOA is supported by the Selectmen, Town Manager, Fire Chief, IAFF Union President and the Chairman of the Fire Fighters Bargaining Committee.



TOWN OF PLYMOUTH

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

DATE: February 22, 2019

TO: Melissa Arrighi, Town Manager

FROM: Marie Brinkmann, Director of Human Resources

RE: Miscellaneous D Non-Union Wage Proposal

CC: Marlene McCollum, Assistant Town Manager

Lynne Barrett, Finance Director

Advisory and Finance Committee

Marie Brinkmann
This memorandum provides backup information regarding the request to increase the hourly rates of Miscellaneous D Non-Union positions.

As you may know, the Commonwealth of Massachusetts is implementing an increase to its minimum wage over the next five years. Although the Massachusetts minimum wage law does not apply to public employees, most municipalities in Massachusetts implement Massachusetts minimum wage hourly rates.

Massachusetts Minimum Wage Schedule

1/1/2017	\$11.00/hr
1/1/2019	\$12.00/hr
1/1/2020	\$12.75/hr
1/1/2021	\$13.50/hr
1/1/2022	\$14.25/hr
1/1/2023	\$15.00/hr

Over the last several years we have found that the Town is losing qualified candidates for these Miscellaneous D Non-Union positions to surrounding towns. It is imperative that the Town's wages increase proportionally with the Massachusetts minimum wage increases. The Town relies heavily upon the performance of these employees to provide valuable services to the citizens, as well as visitors, to the Town. Without this wage adjustment, filling these important positions with qualified candidates will only become more difficult.

Please keep in mind that the employees who occupy these positions do not receive benefits from the Town, as a result their compensation is based solely on their hourly wage.

In preparing for this proposal, each hiring department has anticipated their proposed wage increases when creating their current budget and/or revolving fund proposals.

We are also requesting several new seasonal job titles be added to the Miscellaneous Schedule D-Non-Union Titles in the Personnel ByLaw. This would be considered a "housekeeping" item. Adding these titles would not create the need for additional staff, but would be more descriptive and correctly classify the functions of the employees we currently hire. Being more descriptive with job titles should assist with the Town's annual state seasonal application and clarify which positions are not "year round" positions.

In order to remain competitive in an extremely tight seasonal job market, and enable the Town to attract and retain quality candidates to continue to provide the services we all rely on, please support the attached schedule of hourly rate increases for Miscellaneous D Non-Union positions.

Miscellaneous Schedule D – Non Union Titles

P	Animal Inspector
S	Basketball Official
S	Basketball Program Director
P	Building Department Substitutes
S	Caretaker (Less Value of Concession)
P	Council on Aging Matron
P	Election Worker
P/OC	Event Production Assistant at Memorial Hall
S	Harbormaster's Assistant
S	Head Lifeguard
S	Hedges Playground Instructor
S	Hedges Playground Supervisor
S	Information Aide
P	Library Page
S	Lifeguard
S	Lifeguard Coordinator
S	Matron
S	Museum Director
S	Natural Resource Assistant
S	Beach Parking Attendant
S	Playground Instructor
S	Playground Supervisor
P	Police Matron
S	Recreation Instructor
P	Recreation Supervisor
S	Recreation Supervisor Beaches and Ponds
S	Seasonal Laborer
S	Seasonal Repairman
P	Specialty Sports Instructor
P	Sports Clinic Director
P	Sports Clinic Assistant
P	Sports Official
S	Summer Sports Clinic Director
S	Swimming Instructor
S	Warden (Election)
S	Water Safety Instructor
S	Water Safety Program Director
P	Youth Center Attendant

Titles that are no longer used

Titles that exist in Payroll however have not been updated in Personnel ByLaws

Titles that do not currently exist in Payroll, but would be more descriptive of the function of position

MA Minimum Wage			1/1/2017	1/1/2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023
			\$11.00	\$12.00	\$12.75	\$13.50	\$14.25	\$15.00
MISC D NON-UNION WAGE PROPOSAL								
Position	Division	Department	Current	Proposed	Proposed	Proposed	Proposed	Proposed
			Hourly Range	1/1/2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023
COA Matron	COA	Community Resources	\$11.00-\$12.50	\$12.00-\$13.50	\$12.75-\$14.25	\$13.50-\$15.00	\$14.25-\$15.75	\$15.00-\$16.50
Library Page	Library	Community Resources	\$11.61	\$12.66	\$13.45	\$14.24	\$15.03	\$15.83
Head Lifeguard	Recreation	Community Resources	\$13.00-\$14.50	\$15.00-\$16.50	\$15.75-\$17.25	\$16.50-\$18.00	\$17.25-\$18.75	\$18.00-\$19.50
Lifeguard	Recreation	Community Resources	\$12.50-\$14.00	\$14.00-\$15.50	\$14.75-\$16.25	\$15.50-\$17.00	\$16.25-\$17.75	\$17.00-\$18.50
Lifeguard Coordinator	Recreation	Community Resources	\$17.50-\$19.50	\$21.00-\$24.00	\$21.75-\$24.75	\$22.50-\$25.50	\$23.25-\$26.25	\$24.00-\$27.00
Hedges Playground Instructor	Recreation	Community Resources	N/A	\$12.00-\$13.50	\$12.75-\$14.25	\$13.50-\$15.00	\$14.25-\$15.75	\$15.00-\$16.50
Hedges Playground Supervisor	Recreation	Community Resources	N/A	\$14.00-\$15.50	\$14.75-\$16.25	\$15.50-\$17.00	\$16.25-\$17.75	\$17.00-\$18.50
Playground Instructor	Recreation	Community Resources	N/A	\$12.00-\$13.50	\$12.75-\$14.25	\$13.50-\$15.00	\$14.25-\$15.75	\$15.00-\$16.50
Playground Supervisor	Recreation	Community Resources	N/A	\$14.00-\$15.50	\$14.75-\$16.25	\$15.50-\$17.00	\$16.25-\$17.75	\$17.00-\$18.50
Recreation Beach PD Day	Recreation	Community Resources	\$11.00-\$12.51	\$12.00-\$13.50	\$12.75-\$14.25	\$13.50-\$15.00	\$14.25-\$15.75	\$15.00-\$16.50
Recreation Instructor	Recreation	Community Resources	\$11.00-\$12.51	\$12.00-\$13.50	\$12.75-\$14.25	\$13.50-\$15.00	\$14.25-\$15.75	\$15.00-\$16.50
Recreation Supervisor	Recreation	Community Resources	N/A	\$14.00-\$15.50	\$14.75-\$16.25	\$15.50-\$17.00	\$16.25-\$17.75	\$17.00-\$18.50
Recreation Supervisor Beach Pond	Recreation	Community Resources	\$13.50-\$15.00	\$15.50-\$17.00	\$16.25-\$17.75	\$17.00-\$18.50	\$17.75-\$19.25	\$18.50-\$20.00
Specialty Sports Instructor	Recreation	Community Resources	\$11.69-\$14.75	\$12.75-\$15.75	\$13.50-\$16.50	\$14.25-\$17.25	\$15.00-\$18.00	\$15.75-\$18.75
Sports Clinic Director	Recreation	Community Resources	\$29.00-\$33.00	\$33.00-\$38.00	\$33.75-\$38.75	\$34.50-\$39.50	\$35.25-\$40.25	\$36.00-\$41.00
Sports Referee	Recreation	Community Resources	\$14.50-\$28.00	\$15.50-\$30.00	\$16.25-\$30.75	\$17.00-\$31.50	\$17.75-\$32.25	\$18.50-\$33.00
Summer Sports Clinic Director	Recreation	Community Resources	N/A	\$33.00-\$38.00	\$33.75-\$38.75	\$34.50-\$39.50	\$35.25-\$40.25	\$36.00-\$41.00

Water Safety Instructor	Recreation	Community Resources	\$13.00-\$14.50	\$15.00-\$16.50	\$15.75-\$17.25	\$16.50-\$18.00	\$17.25-\$18.75	\$18.00-\$19.50
Water Safety Program Supervisor	Recreation	Community Resources	\$15.00-\$16.50	\$17.00	\$17.75	\$18.50	\$19.25	\$20.00
Youth Center Attendant	Recreation	Community Resources	\$11.00-\$12.51	\$12.00-\$13.50	\$12.75-\$14.25	\$13.50-\$15.00	\$14.25-\$15.75	\$15.00-\$16.50
Museum Director		Community Resources	\$11.00-\$12.50	\$12.00-\$13.50	\$12.75-\$14.25	\$13.50-\$15.00	\$14.25-\$15.75	\$15.00-\$16.50
Seasonal Laborer		DPW	\$11.00-\$12.51	\$12.00-\$13.50	\$12.75-\$14.25	\$13.50-\$15.00	\$14.25-\$15.75	\$15.00-\$16.50
Harbormaster Assistant	Harbormaster	Marine & Env.	\$13.22-\$14.62	\$15.00-\$19.00	\$15.00-\$19.00	\$15.30-\$19.38	\$15.61-\$19.77	\$15.92-\$20.16
Natural Resource Officer		Marine & Env.	\$17.30	\$18.62	\$19.37	\$20.12	\$20.87	\$21.62
Natural Resource Technician		Marine & Env.	\$11.18-\$12.69	\$12.50-\$14.01	\$13.25-\$14.76	\$14.00-\$15.51	\$14.75-\$16.26	\$15.50-\$17.01
Matron		Police	\$11.51-\$12.51	\$12.60-\$13.60	\$13.39-\$14.39	\$14.18-\$15.18	\$14.96-\$15.96	\$15.75-\$16.75
Poll Warden	Clerk	Town Manager	\$15.50	\$16.55	\$17.30	\$18.05	\$18.80	\$19.55
Poll Worker	Clerk	Town Manager	\$11.00	\$12.00	\$12.75	\$13.50	\$14.25	\$15.00
Seasonal Repair		Fire Department	\$11.00-\$12.16	\$12.00-\$13.16	\$12.75-\$13.91	\$13.50-\$14.66	\$14.25-\$15.41	\$15.00-\$16.16
Town Meeting TE	Clerk	Town Manager	\$11.00	\$12.00	\$12.75	\$13.50	\$14.25	\$15.00

Memorandum of Agreement
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS - IAFF
and
The Town of Plymouth
for Collective Bargaining Agreement
dated July 1, 2018 - June 30, 2021

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

1. Update Article XXIX – Duration to reflect July 1, 2018 through June 30, 2021.
2. Adjust Article XII to reflect FY19, FY20, and FY21 with 2% COLA for each year.
3. In recognition of IAFF's position that there is a priority on preserving current health insurance benefits over salary increases, IAFF and the Town agree the HRS Compensation and Benefits Study (Study) is satisfied upon the signing of this agreement. The parties acknowledge that this agreement is completed by making no changes to health insurance benefits for active employees, retirees and/or future employees through June 30, 2021. IAFF and the Town also agree that by making no changes to health insurance benefits until after June 30, 2021, there will be no additional actions and/or salary adjustments made as a result of the Study through the timeframe of this agreement. This shall not be incorporated into the CBA, but listed in this MOA.
4. Update Article IV – Vacations. Rewrite to reflect a reduction in vacation time by 24 hours in the beginning of year 2 of this agreement (FY20) and a reduction in vacation time by 24 hours in the beginning of year 3 of this agreement (FY21) throughout the article. This will change the language in A, B C, D, E, L, and M. (See Appendix A)
5. Update Article IV – Personal Time - Rewrite to reflect a 24 hour increase in personal time in the beginning of year 2 this agreement (FY20) and an additional 24 hours in the beginning of year 3 of this agreement (FY21). This will change the language in A, B, and L. (See Appendix A)
6. Update section D on Compensatory Time to: Once an employee *obtains a combined 96 hours (2 weeks) of personal time and vacation time* they are no longer eligible to earn compensatory time.
7. Add the following paragraph C to Section Article XXVI - Transfers:
Members who are in their 25th years of service or more shall only be transferred to another job assignment and/or location if the Chief determines, as it pertains to the member being transferred, any of the following has occurred or is needed:
 - Promotion of the member
 - Conflict resolution involving the member

(A)

- Long term absence beyond thirty calendar days or can be reasonably anticipated to extend beyond 30 calendar days (in this case, the member will be returned to previous assignment upon return to work)
- If the member has more than 15 unexcused sick absences in a calendar year

The Chief's decision as it applies to this Section (C) is not grievable or arbitrable.

8. Delete the first sentence of Section B of Article VII – Sick Leave and replace with the following: “Members of the bargaining unit shall be permitted to use up to six (6) shift segments of their annual sick leave entitlement or their sick leave accumulation in the case of a serious illness in their immediate family consisting of their spouse, child or other relative who lives in the same household as the employee, or in the case of a serious illness of an individual residing in the same household as the employee.”
9. Add the following new Section L in Article XV -Association Business Leave to read: “The President of the Association or his designee must approve all Association Business Leave prior to leave being granted”.
10. In Article XV Section(s) B, C, and D after the phrase “The President of the Association” add “or his designee”
11. Update Article XII, E – change \$250 to \$300 to take effect in the 2nd year of the Contract (not retroactive).
12. In exchange for eliminating the MOA dated December 16, 2010 regarding Battalion Chief and MUP 10-5899 and AAA 11-390-01748-10, the parties agree that starting on July 1st, 2019 the Civil Service written test will be the process for filling the Battalion Chief position. If four Captains are not taking the test, pursuant to Civil Service policy, the Town agrees to open the test to Lieutenants. If this does not result in enough candidates to take the test, or if the test does not produce a list consistent with the rules and policies of Civil Service, the Town reserves the right to conduct an assessment center to fill the Battalion Chief position. If that does not result in filling the job, the Town will start the process over with the Civil Service written test.
This shall not be incorporated into the CBA, but listed in this MOA.
13. Make the following changes to the Drug and Alcohol Policy:
If an employee tests positive for marijuana and the MRO confirms that the employee has a Physician or Advanced Practice Provider’s card of medical necessity the test will be handled as outlined in the first paragraph in Section V
If no Physician or Advanced Practice Provider’s card of medical necessity exists prior to the date of the urine test then the positive test will be handled as outlined in Section V, “Illicit and related items”. As it pertains to this part of the policy, any positive test history for marijuana existing prior to this agreement shall be reset. This language will be reflected in Appendix G of the CBA.
14. Create new article "Professional Development" (P.D.) to be effective in the 2nd year of the Contract as follows:
 - a. Members will be granted 20 hours' time off with pay per fiscal year for P.D.
 - b. Members shall be permitted to take P.D. in segments of four (4) hours or more in order to attend classes, courses, workshops, training sessions or seminars that qualify under Article XIX.

- c. A maximum of 8 members per shift may be allowed to use P.D. at the same time, depending on the ability to backfill the vacancy created by the usage of P.D.
- d. When more than 8 members request P.D., the Chief may at his discretion, grant additional members leave. If leave for additional members is not granted, P.D. will be granted based on seniority within the department.
- e. Certifications listed in Section XIX are inclusive as P.D.
- f. Any EMT/Paramedic classes/continuing education required to obtain/keep certifications are inclusive as P.D.
- g. College courses as outlined in Section XIX are inclusive as P.D.
- h. Classes held by DFS are inclusive as P.D.
- i. P.D. is not inclusive of classes, drills, or continuing education already sponsored by the department as outlined in Article XX.
- j. P.D. may be granted by the Chief to attend classes, courses, workshops, training sessions or seminars not outlined in this Article. The Chief's decision as it applies to the Section (j) is not grievable or arbitrable.
- k. A minimum of 24 hrs of notice shall be given when P.D. is requested, calls for coverage will begin 24 hours in advance of the class/ course/ seminar.

Signed for the Union:

J. S. Brown

Date

Signed for the Town:

K. M. T.
Sherry L. Harvey
Deborah M. Joyce
J. S. Brown

March 16, 2019

Date

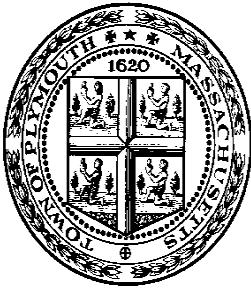


ARTICLE 2:

ARTICLE 2: To see if the Town will vote to transfer from available funds a sum of money to be added to funds already appropriated under Articles 7A through 7E of the 2018 Spring Annual Town Meeting for the purpose of supplementing departmental expenses, or otherwise amend said votes, or take any other action relative thereto.

BOARD OF SELECTMEN

RECOMMENDATION: **Approval (Unanimous, 12-0-0).** The Advisory & Finance Committee recommends Town Meeting approve Article 2. Town Meeting approval of the article will increase the bond issuance line item by \$14,200 and decrease the Personal Services - Overtime budget by \$14,200 for the Sewer Enterprise Fund therefore there is a net \$0 increase. The sewer department entered into a Bond agreement with the DEP Clean Water Trust and had not done a bond review like this before and underestimated the bond issuance costs.



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

To: ADVISORY & FINANCE COMMITTEE
BOARD OF SELECTMEN

FROM: LYNNE A. BARRETT
DEPARTMENT OF FINANCE

SUBJECT: STM ARTICLE 2B – SEWER BUDGET AMENDMENT – BOND
ISSUANCE COSTS

DATE: FEBRUARY 4, 2019

The Town through its Sewer Enterprise fund – Debt Budget has entered into a Bond agreement with the DEP Massachusetts Clean Water Trust; for the first of potentially 4 bonds over a 4-year period for the \$48.2 million-dollar sewer force main emergency project. As part of that bond review and compliance we incur bond issuance costs with bond counsel, Locke Lord and we only budgeted \$5,000. The services provided by them cost \$19,200; therefore, we need to add to that budget \$14,200.

Upon reaching out to the Sewer Superintendent and staff it has been determined that a decrease in the Personal Services - Overtime line item can support the increase in the debt service – bond issuance line of \$14,200.

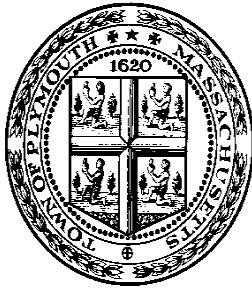
Thank you for your consideration in this matter.

ARTICLE 3:

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

BOARD OF SELECTMEN

RECOMMENDATION: Approval \$5,781.92 (Unanimous, 12-0-0). The Advisory & Finance Committee recommends Town Meeting approve Article 3. Approval of this Article will authorize payment of four (4) FY18 outstanding invoices totalling \$5,781.92. Often these types of bills, which cannot be anticipated, are received well after the close of the fiscal year.



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

To: ADVISORY & FINANCE COMMITTEE
BOARD OF SELECTMEN

FROM: LYNNE A. BARRETT
DEPARTMENT OF FINANCE

SUBJECT: AMENDED (2/19/19) STM ARTICLE 3 – FY18 UNPAID BILLS -
\$5,781.92

DATE: FEBRUARY 6, 2019

On behalf of the following Departments the Finance Department is requesting that the Advisory & Finance Committee approve the following FY18 unpaid bills totaling \$5,781.92. Often these types of bills, which cannot be anticipated, are received well after the close of the fiscal year for many reasons. This is a housekeeping item.

VENDOR	DEPARTMENT	AMOUNT
Carver Police Dept	Fleet Maintenance – DPW	\$413.60
Applus Technologies	DPW	\$1,341.00
3Phase Elevator Corp	Facilities Maint. -DPW	\$1,189.32
SJ Services, Inc.	Facilities Maint. – DPW	\$2,838.00
Total		\$5,781.92

Thank you for your consideration.

ARTICLE 4:

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

- A1 – Russell Pond Dam Repairs/Emergency Action Plan
- A2 - Beach Vehicle

Or take any other action relative thereto.

BOARD OF SELECTMEN

4-A1 RECOMMENDATION: Approval \$354,500 (Unanimous, 11-0-0) The Advisory & Finance Committee recommends Town Meeting approve Article 4-A1. Approval of this Article will authorize \$340,000 for Rehabilitation of the Russell Pond Dam and \$14,500 for an Emergency Action Plan (EAP). The Town has received a Notice on Noncompliance (NON) from DCR for Russell Pond Dam. The NON includes a date of July 31, 2019 for repair work to be complete or daily penalties of \$5,000 per day can be issued. The DCR has agreed to suspend the fines so long as the Town can demonstrate progress. This is an important project for the Town and the Capital Improvement Committee ranked this project 9b.

4-A2 RECOMMENDATION: Approval \$20,000 (Unanimous, 12-0-0) The Advisory & Finance Committee recommends Town Meeting approve Article 4-A2. Approval of this Article will authorize the Department of Marine & Environmental Affairs to purchase a used beach vehicle utilizing funds from the Plymouth Long Beach Revolving Fund. Their current vehicle is in need of replacement.

TOWN OF PLYMOUTH CAPITAL IMPROVEMENT PLAN REQUEST FORM
FY19 SPECIAL TOWN MEETING REQUEST FORM

Department: Marine and Environmental Affairs		2
Project Title and Description: Repairs to Russell Pond Dam/EAP's	Total Project Cost:	\$414,500

Department/Division Head: **David Gould**

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>FY19</i>		
<i>Labor and Materials</i>			<i>FY20</i>		
<i>Administration</i>			<i>FY21</i>		
<i>Land Acquisition</i>			<i>FY22</i>		
<i>Equipment</i>			<i>FY23</i>		
<i>Other</i>					
<i>Contingency</i>					
Total Capital					

Possible sources and amounts of funding, if known: _____

Project Justification and Objective: The repairs to the Russell Pond dam were detailed in a NON issued to the Town of Plymouth. To date, the Town has complied with the NON that includes a date for repair work to be completed by July 31, 2019 or daily penalties of \$5,000 per day can be issued. The EAP's are now required for all Significant Hazard dams as of December 2018.

Justification for Request at Special Town Meeting: This request allows us to meet the timelines imposed within the NON.

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.

**RUSSELL POND DAM
 REHABILITATION PROJECT**
 City of Plymouth
 Massachusetts

02/08/19
 MMI# 1982-10
 BY: DRM

CONCEPTUAL DESIGN OPINION OF PROBABLE CONSTRUCTION COSTS

Original: June 22, 2018 - Revised: February 8, 2019
Cost Opinion Based on Conceptual Design Plans, Dated June 26, 2018

No. Item	Unit	Quantity	Unit Cost	Cost
1. Construction Site Preparation and Maintenance				
a. Site Preparation / Mobilization	L.S.	1	\$16,500.00	\$16,500.00
b. Maintenance of Sediment & Erosion Controls	L.S.	1	\$5,500.00	\$5,500.00
c. Clear and Grub Site	L.S.	1	\$27,500.00	\$27,500.00
2. Water Control				
a. Water Control / Cofferdamming / Pumping	L.S.	1	\$5,500.00	\$5,500.00
3. Site Improvements				
a. Repair Spalled Concrete Spillway	L.S.	1	\$16,500.00	\$16,500.00
b. Replace Wood Beam	L.S.	1	\$110.00	\$110.00
c. 4" Dia. HDPE Slotted, Corrugated Pipe	L.F.	75	\$11.00	\$825.00
d. 12" Minus Riprap	C.Y.	450	\$110.00	\$49,500.00
e. Grout	C.Y.	150	\$220.00	\$33,000.00
f. Repair and Repoint Masonry Wall	L.S.	1	\$11,000.00	\$11,000.00
4. Roadway Improvements				
a. Base Course Material	C.Y.	120	\$55.00	\$6,600.00
b. Hot Bituminous Pavement	TN	75	\$90.00	\$6,750.00
c. Guardrail	L.F.	275	\$40.00	\$11,000.00
d. Geotextile Fabric	S.Y.	6000	\$10.00	\$60,000.00
			Subtotal =	\$250,285.00
			+25% Contingency	\$62,571.00
			+10% Testing & Inspection Services	\$25,029.00
			Project Subtotal	\$340,000.00

RECEIVED

FEB 20 2018

CONSERVATION COMMISSION
PLYMOUTH, MA





January 29, 2018
Certified Mail No. 7014 0150 0002 1648 5475
Return Receipt Requested

Town of Plymouth
c/o Melissa Arrighi, Town Manager
26 Court Street
Plymouth, MA 02360

Subject: CERTIFICATE OF NON-COMPLIANCE and DAM SAFETY ORDER

Dam Name:	Russell Pond Dam
Location:	Plymouth
National ID No:	MA02461
Known Condition:	Poor
Hazard Potential:	Significant

Dear Ms. Arrighi:

In accordance with 302 CMR 10.08, the Department of Conservation and Recreation (DCR), Office of Dam Safety (ODS) has determined that Russell Pond Dam does not meet accepted dam safety standards and is a potential threat to public safety. Therefore, DCR hereby issues a **CERTIFICATE OF NON-COMPLIANCE and DAM SAFETY ORDER**.

ODS records indicate that the Town of Plymouth is the Owner of the Russell Pond Dam, National Inventory of Dams No. MA02461. ODS classifies the dam as a **Small Size, Significant Hazard Potential** Structure. Significant Hazard Potential Dams are dams that may cause the loss of life and property damage in the event of dam failure.

COMMONWEALTH OF MASSACHUSETTS • EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS

Department of Conservation and Recreation
251 Causeway Street, Suite 600
Boston MA 02114-2119
617-626-1250 617-626-1351 Fax
www.mass.gov/dcr



Charles D. Baker Governor	Matthew A. Beaton, Secretary Executive Office of Energy & Environmental Affairs
Karyn Polito Lt. Governor	Leo Roy, Commissioner Department of Conservation & Recreation

On August 28, 2012, and more recently on October 18, 2017, inspections of the Russell Pond Dam were performed by engineering consultants Tighe & Bond. As a result of this inspection, the dam was determined to be **STRUCTURALLY DEFICIENT** and in **POOR** condition. The dam has been found to be in need of repair, breaching or removal to bring the dam into compliance with dam safety regulations.

The CERTIFICATE OF NON-COMPLIANCE is based on the above-referenced inspection report results which listed the observance of many deficiencies, including but not limited to:

- Trees and brush were growing on the embankment and the abutments within 20 feet of the dam. The trees and brush limited observation of and access to the embankment slopes. A large downed tree was observed on the downstream slope. There appeared to be a hole in the downstream slope that was several feet in diameter as a result of the tree's root ball pulling out.
- There were areas of erosion around the spillway structure, above the right stone masonry wall, and on the abutments. There were several areas of rutting and erosion, and several large depressions on the embankment crest that were collecting runoff.
- The upstream and downstream slopes were overly steep, and there was no slope protection on the upstream slope.
- The upstream stone masonry walls were in poor condition. The left wall was partially collapsed at the left end, and there was some loss of mortar on both walls.
- The concrete spillway was generally in fair condition. There were some concrete spalls and erosion. There was some trash and tree debris on the trash rack.
- The dam cannot likely pass the spillway design flood without overtopping.
- There is no low level outlet at the dam.
- There is no formal Operations and Maintenance Manual.

These foregoing deficiencies compromise the structural integrity of the dam and present a potential threat to public safety. ODS has determined that the dam needs to be repaired, breached or removed in order to bring the dam into compliance with dam safety regulations.

As stated in the August 28, 2012 report, Russell Pond Dam is located upstream of residences along the downstream channel, Standish Avenue is approximately 800 feet downstream. It appears that a failure of the dam at maximum pool may cause loss of life and damage to homes.

G.L. c. 253, Sections 44-48 and 302 CMR 10.00 set forth the jurisdiction for ODS and its authority to take action and order actions to be taken. For your information a copy of the Dam Safety Regulations, 302 CMR 10.00 Dam Safety, can be found on the ODS website.

DAM SAFETY ORDER:

In accordance with the authority of G.L. c. 253, Section 47, 302 CMR 10.07 and 10.08 you are hereby **ORDERED** to comply with the following:

- 1) **Conduct Follow-up Inspections:** You shall complete follow-up visual inspections at six (6)-month intervals, conducted by a registered professional civil engineer qualified to conduct dam inspections, at your cost, until adequate repairs are made or the dam is adequately breached. ODS notes that the most recent Follow-Up inspection was conducted on October 18, 2017 at the department's expense. Therefore, you shall submit the next Follow-up inspection to ODS no later than **April 18, 2018**.

Follow-up inspections are to be summary in format and shall provide a written description, including photographs, of any changes in condition. Your engineer is to use the attached ODS Poor Condition Dam Follow-up Inspection Form to report follow-up inspection findings. The form is also available electronically on the ODS web site. Your engineer shall include a cover letter on engineering firm letterhead that briefly summarizes the current follow-up inspection and findings.

You shall submit one (1) hard copy printed double-sided and one (1) electronic pdf copy of all completed follow-up visual inspection reports to ODS within thirty (30) days of the date of follow-up inspection field work.

Please be advised that a Phase I Inspection, being more comprehensive than a Follow-Up inspection, satisfies the Follow-Up Inspection requirement for one cycle, with the next Follow-Up inspection being due 6 months from the date of the Phase I inspection.

- 2) **Conduct Phase II Inspection and Investigations.** You shall hire at your cost, a qualified registered professional engineer with dam engineering experience (engineer) to conduct a Phase II Inspection and Investigation of the dam to evaluate the structural integrity and spillway hydraulic adequacy of your dam and to develop/implement a plan to bring the dam into compliance with dam safety regulations by adequately repairing, breaching or removing the dam (see attached Phase II Investigation Outline).
 - a. You shall commence the Phase II Inspection and Investigation no later than **April 30, 2018**. The Phase II Inspection and Investigation is to conform to the attached Phase II Investigation Outline. You are to, in a letter to ODS, no later than **April 16, 2018**, identify your selected engineer and inform ODS of the start date of the Phase II work.
 - b. The Phase II Inspection and Investigation is to be completed, signed and stamped by your engineer and copies of the Phase II final report are to be delivered to ODS no later than **July 31, 2018**.

You shall include a cover letter with the submitted Phase II report which describes your selected alternative to bring the dam into compliance with dam safety regulations. The owner shall submit a statement of your intent to implement inspection report recommendations to address structural and operational deficiencies to ODS upon submission of the required Phase II Inspection and Investigation completed by your engineer.

- 3) **Bring the dam into compliance and complete all repair, breach or removal work no later than July 31, 2019.** With your Phase II submittal, you must also provide a proposed timeline to design, permit and construct the selected alternative to repair, breach or remove the dam. The selected alternative must be completed, and the dam brought into compliance with Dam Safety regulations, by July 31, 2019.
- 4) **Additional Requirements:**
 - a. You shall furnish copies of all required submittals listed above via certified mail.
 - b. In order to maintain compliance with the Commonwealth's Wetlands Protection Laws you may have to seek requisite approval from your local Conservation Commission in accordance with G.L. c. 131, §40. You are obligated to contact and maintain communication with the Plymouth Conservation Commission and any other local, state or federal permitting agency to ensure compliance with the Wetlands Protection Act and any other regulatory requirements.
 - c. You must inform the following parties about the condition of the dam and your developing plans to bring the dam into compliance with dam safety regulations: all abutters of the impoundment upstream; property owners within one-half mile downstream of the Russell Pond Dam; District Manager, Southeast District, Division of Fisheries & Wildlife, 195 Bournedale Rd, Buzzards Bay, MA 02532; Department of Environmental Protection, Southeast Region, 20 Riverside Dr, Lakeville, MA 02347; Plymouth Board of Selectmen, 26 Court St, Plymouth, MA 02360; Plymouth Conservation Commission, 26 Court St, Plymouth, MA 02360; Emergency Management Director, 2209 State Rd, Plymouth, MA 02360.

Please be advised that in accordance with G.L. c. 253, § 47, "any person who fails to comply with the provisions of this chapter or of any order, regulation or requirement of the department relative to dam safety, shall be fined an amount not to exceed \$5,000 for each offense, to be fixed by the court." Furthermore, each violation shall be regarded as a separate and distinct offense and, in case of a continuing violation, each day's continuance thereof shall be deemed to be a separate and distinct offense.

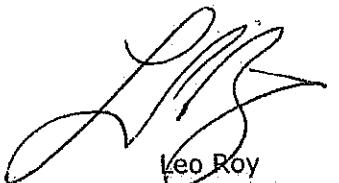
Nothing in this order releases the owner from the requirements of any prior Dam Safety Order issued for this dam.

In accordance with 302 CMR 10.08, this CERTIFICATE OF NON-COMPLIANCE and DAM SAFETY ORDER will be recorded by the DCR at the Registry of Deeds in the county where the dam lies. Issuance of a Certificate of Compliance following adequate repair or breaching of the dam will be required to discharge the CERTIFICATE OF NON-COMPLIANCE and DAM SAFETY ORDER.

Please direct any technical questions, correspondence, or submittals to Emily Caruso, Department of Conservation and Recreation, Office of Dam Safety, 180 Beaman Street, West Boylston, MA 01583 or Emily.Caruso@state.ma.us. Other questions regarding process and administration of Dam Safety regulations should be directed to Bill Salomaa, Director of Office of Dam Safety, at William.Salomaa@state.ma.us. Additional dam safety information can be found at the DCR-ODS website: <http://www.mass.gov/eea/agencies/dcr/conservation/dam-safety/>.

Thank you for your cooperation.

Sincerely,



Leo Roy
Commissioner

CC: Senator Viriato M. deMacedo
Representative Thomas J. Calter
Plymouth Board of Selectmen
Plymouth Emergency Management Director
Plymouth Conservation Commission
Barbara Newman, U.S. Army Corps
Southeast Regional Director, DEP
Deirdre Buckley, MEPA
Southeast District Manager, DFW
Rob Lowell, DCR
William Salomaa, DCR
Ariana Johnson, Esq., DCR
Nick Wildman, DER

**Department of Conservation and Recreation
Office of Dam Safety
Phase II Inspection and Investigation Outline**

I.	Review of existing information.....
II.	Updated Detailed Phase I surface inspection in compliance with Office of Dam Safety Phase I Inspection format.....
III.	Subsurface Investigations – borings, sampling, analysis.....
IV.	Topographic Survey, wetlands flagging/delineation, of sufficient detail to support not only the Phase II effort, but sufficient for the future implementation of design phase.....
V.	Stability and seepage analyses – Seismic and static stability evaluation of dam (upstream and downstream slopes, internal materials), seepage potential, internal erosion potential, piping potential.....
VI.	Hydrologic/Hydraulic Analysis and spillway inadequacy resolution.....
VII.	Alternatives analysis and presentation of conceptual designs and associated estimated design, permitting and construction costs to bring the dam structure into compliance with Chapter 253 Section 44-48 and 302 CMR 10.00 Dam Safety Regulations by either executing selected repair plan or breach plan.....
VIII.	Final Report Presented to the Office of Dam Safety.....

**Commonwealth of Massachusetts
Department of Conservation and Recreation
Office of Dam Safety Poor Condition Dam Follow-up Inspection Form**

(Complete this inspection form and provide a cover letter on consulting firm letterhead that briefly summarizes the current follow-up inspection and findings. The cover letter shall be signed and stamped by the Registered Professional Engineer in charge of the inspection)

Dam Name:

Dam Owner:

Nat. ID Number:

Hazard Potential:

Location of Dam (town):

Coordinate location (lat, long):

Date of Inspection:

Weather:

Consultant Inspector(s): firm name and name of Registered Professional Engineer in charge of inspection.

Others in Attendance at Field Inspection: include list of names, affiliation and phone numbers.

Attachments: Updated site sketch with photo locations, Updated photos, and copy of locus map from Phase I report and other applicable attachments.

I. Previous Inspection date/Overall Condition:

- Date of most recent formal Phase I Inspection Report:
- List the overall condition reported in most recent Phase I Inspection Report:

II. Previous Inspection Deficiencies:

- List identified deficiencies in the most recent Phase I Inspection Report:

III. Overall Condition of Dam at the Time of the Current Follow-up Inspection:

- a. State the current condition
- b. Have conditions changed since the previous inspection? Yes or no.

IV. Comparison of Current Conditions to Condition Listed in Previous Phase I Inspection Report:

- a. Have any of the deficiencies listed in the previous Phase I Inspection Report worsened?
- b. If yes, list the changes.
- c. Are there any additional deficiencies that have been identified in the current inspection?

d. If yes, list the deficiencies and describe.

V. Dam Safety Orders:

- List dam safety orders that have been issued to the dam owner pertaining to this dam.

VI. Maintenance:

1. Indicate if there exists an operation and maintenance plan for the dam.
2. Indicate if it appears the dam is being maintained.

VII. Recommendations:

VIII. Other Comments or Observations:

IX. Updated Site Sketch with Photo Locations:

X. Updated Photos:

XI. Copy of Locus Map from Phase I Report:

XII. Other applicable attachment:

TOWN OF PLYMOUTH CAPITAL IMPROVEMENT PLAN REQUEST FORM
FY19 SPECIAL TOWN MEETING REQUEST FORM

Department:	Marine & Environmental Affairs		3
Project Title and Description:	Used Pickup Truck for Long Beach	Total Project Cost:	\$20,000

Department/Division Head: **David Gould**

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>FY19</i>		
<i>Labor and Materials</i>			<i>FY20</i>		
<i>Administration</i>			<i>FY21</i>		
<i>Land Acquisition</i>			<i>FY22</i>		
<i>Equipment</i>	\$20,000.00		<i>FY23</i>		
<i>Other</i>					
<i>Contingency</i>					
Total Capital	\$20,000.00				

Possible sources and amounts of funding, if known: Plymouth Long Beach revolving fund (\$20,000.00)

Project Justification and Objective:

The 4 wheel drive pickup truck used by the Long Beach seasonal staff is aging and needs frequent repairs. Purchase of a used pickup truck will provide a more reliable vehicle for the Town staff to use at Long Beach. Because of the wear and tear as well as salt damage to a vehicle driven on a daily basis on Long Beach, there is a greater value in purchasing a used vehicle for this purpose.

Justification for Request at Special Town Meeting:

Approval of this request at Special Town Meeting would allow purchase of a vehicle prior to the beginning of the 2019 beach season.

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

2006 GMC Sierra 1GTEK19BX6Z196205 Poor OR 2009 Chevrolet Silverado 1GCEK14X59Z181330 Poor

Attach additional information, estimates, or justification.

ARTICLE 5:

ARTICLE 5: To see if the Town will vote to authorize the Board of Selectmen to petition the General Court for special legislation as set forth below; provided, however, that the General Court may make clerical and editorial changes of form only to the bill unless the Board of Selectmen approves amendments to the bill prior to enactment by the General Court, and to authorize the Board of Selectmen to approve such amendments which shall be within the scope of the general public objectives of the petition, or take any other action relative thereto.

An Act Authorizing the Town of Plymouth to Continue Employment of G. Edward Bradley

Section 1. Notwithstanding any general or special law to the contrary, G. Edward Bradley, a member of the fire department of the town of Plymouth, may continue to serve in such position until the age of 67, or until the date of his retirement, non-reappointment, or the date he is relieved of his duties by the town, whichever occurs first; provided, however, that he is mentally and physically capable of performing the duties of his office. Provided further, that the town may, at its own expense, require that G. Edward Bradley be examined by an impartial physician designated by the town to determine such capability; and provided further, that no deductions shall be made from the regular compensation of G. Edward Bradley pursuant to chapter 32 of the General Laws for any service subsequent to his reaching the age of 65 in connection with his service to the town for retirement or pension purposes, and, upon retirement, G. Edward Bradley shall receive a superannuation retirement allowance equal to that which he would have been entitled had he retired at age 65.

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

BOARD OF SELECTMEN

RECOMMENDATION: Approval (Unanimous, 10-0-0) The Advisory & Finance Committee recommends Town Meeting approve Article 5. Approval of this article authorize the Board of Selectmen to petition the General Court for special legislation to Continue Employment of G. Edward Bradley, a member of the fire department of the town of Plymouth, until the age of 67, or until the date of his retirement, non-reappointment, or the date he is relieved of his duties by the town, whichever occurs first; provided, however, that he is mentally and physically capable of performing the duties of his office.

TOWN OF PLYMOUTH
26 Court Street
Plymouth, MA 02360
(508) 747-1620

OFFICE OF TOWN MANAGER
MEMORANDUM

To: Board of Selectmen
Advisory and Finance Committee Members
From: Melissa G. Arrighi, Town Manager
Date: January 30, 2019
Re: Special Town Meeting, Fire Chief Special Act

To see if the Town will vote to authorize the Board of Selectmen to petition the General Court for special legislation to allow Edward Bradley, a Town of Plymouth firefighter, notwithstanding the provisions of any general or special law to the contrary, to serve in such position through the age of 67, or until the date of his retirement or non-reappointment, whichever occurs first; provided, however that no deductions from the regular compensation of Edward Bradley shall be made under chapter 32 of the General Laws subsequent to his reaching the age of 65 in connection with his service to the Town for retirement or pension purposes; provided, however, that the General Court may make clerical and editorial changes of form only to the bill unless the Board of Selectmen approves amendments to the bill prior to enactment by the General Court, and to authorize the Board of Selectmen to approve such amendments which shall be within the scope of the general public objectives of the petition, or take any vote or votes in relation thereto.

The Fire Chief has brought to my attention that there is language in MGL Chapter 32 that outlines a mandatory retirement age for all uniformed members of a police and fire department that are paid. Chief Bradley will fall within this category upon his 65th birthday in April 2020 and would be required to retire. However, there is the ability to extend that mandatory retirement age if a Town desires to do so.

I am recommending that we retain Chief Bradley's services for an additional two years beyond the mandatory retirement age. His fire expertise, overall municipal skill set, knowledge of the Town, operational experience, and overall excellent administration, continues to be an asset in one of the largest departments on the town side of government. In addition, his energy, enthusiasm, and commitment level are exemplary.

Currently, the Town has filled the second Deputy Chief position and anticipates other promotions to the higher ranks in the Fire Department. Chief Bradley can work closely with these employees, over the next couple of years, to mentor them and prepare them for future executive roles at the highest levels.

Please support this article so that we may retain Fire Chief Bradley's services for an additional two years.

Thank you.

ARTICLE 6:

ARTICLE 6: To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow the sum of \$20,000 for the purposes of buying-out the lease at 23 Town Wharf with Plymouth Water Sports, Inc., including any related and incidental costs and expenses, or take any other action relative thereto.

BOARD OF SELECTMEN

NO MOTION, NO ACTION

ARTICLE 7:

ARTICLE 7: To see if the Town will vote to adopt a community impact fee, effective July 1, 2019, on the transfer of occupancy of certain short term rentals, as follows:

- (A) Accept the provisions of G.L. c.64G, §3D(a), authorizing the imposition of a community impact fee on the transfer of occupancy of a short term rental in a “professionally-managed unit”, defined as a unit owned by an operator who owns two or more short-term rental units in the same municipality not located within an owner-occupied single-family, two-family or three-family dwelling, at the rate of 3% of the total value of such occupancy; and,
- (B) Accept the provisions of G.L. c.64G, §3D(b), authorizing the imposition of a community impact fee on the transfer of occupancy of a room in a short-term rental located within an owner-occupied two- or three-family dwelling, at the rate of 3% of the total value of such occupancy;

or take any other relative action thereto.

BOARD OF SELECTMEN

RECOMMENDATION: Approval (10-2-0) The Advisory & Finance Committee recommends Town Meeting approve Article 7. Approval of this article will accept provisions of Massachusetts General Laws allowing the town to impose a community impact fee of 3% on short term rental as detailed in G.L. c.64G, §3D.

Municipal Alert
February 2019

**Important New Legislation Helps Municipalities Address Growing
Short-Term Rental Industry**

For a discussion of these and other legal issues, please visit our website at www.mhtl.com/law. To receive legal updates via e-mail, contact information@mhtl.com.

In recent years local officials have grappled with the proliferation of short-term rentals arranged through internet platforms such as Airbnb, HomeAway and VRBO. The newly adopted state law, Chapter 337 of the Acts of 2018 (the “Act,” approved by the Governor on December 28, 2018), effects important changes relative to this issue. Below we summarize some of the Act’s salient provisions.

I. Local Room Occupancy Excise Tax

The Act amends local option statute G.L. c. 64G, § 3A to include short-term rentals among those that are subject to a local room occupancy excise tax of up to 6% of total rent. A municipality that previously accepted Section 3A may begin taxing any short-term rentals that both: (a) occur on/after July 1, 2019; and (b) are booked under “contracts with occupants [that] were entered into on or after January 1, 2019.” Municipalities that wish prospectively to accept Section 3A, or to modify their tax rate thereunder, may do so via the applicable acceptance procedure. MHTL clients considering acceptance should contact the attorney assigned to their account for guidance regarding voting procedures, timing and other relevant particulars. Upon imposition of the tax, and as with local room occupancy excise taxes generally under Section 3A, operators of short-term rentals must pay local excise taxes directly to the Department of Revenue, for distribution to the municipality.

II. Community Impact Fee

The Act also authorizes municipalities that have accepted Section 3A to, in addition and via separate local option votes, impose a “community impact fee” of up to 3% on two categories of short-term rentals, namely:

1. “[A] professionally managed unit,” defined as “1 of 2 or more short-term rental units that are located in the same city or town, operated by the same operator and are not located within a single-family, two-family or three-family dwelling that includes the operator’s primary residence;” and

**Municipal Alert
February 2019**

2. Municipalities that have accepted a community impact fee for professionally managed units may, in addition and via a further local option vote, impose a community impact fee upon “a short-term rental unit that is located within a two-family or three-family dwelling that includes the operator’s primary residence.”

Unlike for local room occupancy excise taxes, operators must pay community impact fees directly to the municipality. Further, while local room occupancy excise receipts constitute general fund revenue that may be appropriated for any municipal purpose, the Act requires that municipalities dedicate a minimum of 35% of their community impact fee revenues to “affordable housing or local infrastructure projects.” In initial guidance the DOR has advised that the restricted portion of community impact fee revenues “must be accounted for as a ‘receipts reserved for appropriation’ account,” while the remaining maximum of 65% shall constitute general fund revenue. See “Short-term rentals frequently asked questions,” available at: <https://www.mass.gov/info-details/short-term-rentals-frequently-asked-questions>.

III. Bylaws/Ordinances

The Act expressly recognizes a municipality’s authority to adopt bylaws/ordinances to regulate short-term rentals in various enumerated ways, including by, among other things:

1. Regulating “the existence or location of operators,” . . . including, e.g., the “class of operators,” the “number of local licenses or permits issued to operators,” and “the number of days a person may operate and rent out an accommodation in a calendar year;”
2. Imposing licensing or registration requirements;
3. Requiring proof of compliance with building, zoning, health and other legal requirements; and
4. Establishing “a reasonable fee to cover” the municipality’s associated “administration and enforcement” costs.

In formulating bylaws or ordinances it is prudent to consider not only the Act, but also the potential implications of recent state and federal court litigation challenging local regulation of short-term rentals, such as *Airbnb, Inc. v. City of Boston* (involving Airbnb’s November, 2018 lawsuit in Federal District Court seeking to enjoin the



MURPHY HESSE
TOOMEY & LEHANE LLP

— Attorneys at Law

Municipal Alert February 2019

application of various provisions of Boston's ordinance, on constitutional and other grounds) and *Styller v. Lynnfield ZBA* (appeal of Land Court ruling that short-term rental was prohibited and not entitled to protection as a pre-existing non-conforming use). We are monitoring these cases closely and will apprise clients promptly of any relevant developments.

This Alert was prepared by Peter Mello who recently joined MHTL – Peter has spent a great part of his professional career representing and dealing with government agencies and subdivisions. Peter is a 15 year experienced litigator in a variety of areas including construction, land use, environmental, employment and others.

We look forward to Peter providing our present and future clients with first class representation.

This alert is for informational purposes only and may be considered advertising.

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ARTICLE 8:

ARTICLE 8: To see if the Town will adopt a new General Bylaw, Chapter 160, entitled, “Regulation of Short Term Rentals”, as on file with the Town Clerk, or take any other relative action thereto.

BOARD OF SELECTMEN

NO MOTION, NO ACTION

ARTICLE 9:

ARTICLE 9: To see if the Town will vote to appropriate the sum of \$564,861 for the creation and/or restoration and rehabilitation of land for open space and recreational use, including improvements to comply with, Americans with Disabilities Act and Massachusetts Architectural Access Board access standards at various public playgrounds, including Nelson Park shown on Assessors Map 12, Lot 57 and Elmer Raymond, Jr. Playground located in Plymouth, MA and shown on Assessors Map 55, Lot 12A pursuant to the Community Preservation Program, and specifically for the design, acquisition and installation of recreational play equipment for such land, including but not limited to site preparation and permitting costs; and as funding therefor to appropriate said sum from the Community Preservation Fund estimated annual reserves, fund balance, or reserves, and/or borrow pursuant to G.L. c.44B or any other enabling authority, or take any other action relative thereto.

COMMUNITY PRESERVATION COMMITTEE

RECOMMENDATION: Approval \$476,529 (10-1-1) The Advisory & Finance Committee recommends Town Meeting approve Article 9. Approval of this article will appropriate \$476,529 from the Community Preservation Fund to build and replace ADA & AAB compliant play structures at both Nelson Field and Elmer Raymond playgrounds. If this is not addressed by the summer of 2019 the Town will be at risk of incurring substantial fines due to violations.



TOWN OF PLYMOUTH COMMUNITY PRESERVATION COMMITTEE

MEMO

TO: Town Meeting, Board of Selectmen, and the Advisory & Finance Committee
From: The Community Preservation Committee
Date: Friday February 8, 2019
Re: Spring Special TM 2019: CPA Article 9

ARTICLE 9: To see if the Town will vote to appropriate the sum of \$564,861 for the creation and/or restoration and rehabilitation of land for open space and recreational use, including improvements to comply with, Americans with Disabilities Act and Massachusetts Architectural Access Board access standards at various public playgrounds, including Nelson Park shown on Assessors Map 12, Lot 57 and Elmer Raymond, Jr. Playground located in Plymouth, MA and shown on Assessors Map 55, Lot 12A pursuant to the Community Preservation Program, and specifically for the design, acquisition and installation of recreational play equipment for such land, including but not limited to site preparation and permitting costs; and as funding therefor to appropriate said sum from the Community Preservation Fund estimated annual reserves, fund balance, or reserves, and/or borrow pursuant to G.L. c.44B or any other enabling authority, or take any other action relative thereto.

COMMUNITY PRESEVERATION COMMITTEE

CPC RECOMMENDATION: Approval (unanimous)

The Community Preservation Committee voted unanimously in favor of Article 9 for Special Town Meeting at its meeting held Thursday February 7, 2019.

SUMMARY & INTENT: The intent of the CPC is to appropriate \$564,861 from the Community Preservation Act Fund from Open Space Recreational, for the building and replacing ADA & AAB compliant paly structures at both Nelson Park, and the Elmer Raymond Playground. The CPC voted to recommend the application as submitted by the Town of Plymouth Recreational & Park Department, along with a cautionary note, not to use CPA funds for maintenance activities around improvement of sidewalks or pathways. The CPA understands that the Town is in a unique situation as it relates to ADA & AAB compliance in three (3) of its fifteen (15) parks. The Massachusetts Architectural Board has cited the Town for violations for not meeting accessibility requirements. If not addressed by the summer of 2019 the Town will be at risk for incurring substantial fines due to the violations. The CPC would like to accommodate the Parks and Recreational Department by making the play equipment ADA and AAB compliant, in order to avoid the added cost of State fines. The CPC also recommends to the Town that they follow the State ruling on the use of CPA funds as outlined in a court decision regarding the Town Hanover. In addition the CPC would like to extend the option to the Town for assistance in creating an ADA & AAB Self Evaluation and Transition Plan for the remaining twelve (12) parks. With this current active application CPA administrative funds could be utilized to further ADA & AAB status research for the parks as outlined in the application.

21/21/2018

Playground Accessibility Project

The Plymouth Parks Department is requesting \$564,861 in CPC funding to complete its \$764,861 Playground Accessibility Project. The goal of this project is to make three of its existing 15 Playgrounds fully accessible to individuals with disabilities. In order for them to be ADA & AAB compliant these playgrounds must have accessible pathways to all of the play structures, including a compliant pathway around the perimeter of the play area. These renovations will bring three strategically selected playgrounds up to current ADA standards and will meet the new standards about to be rolled out by the Massachusetts Architectural Access Board (MAAB). These 3 playgrounds have been selected for two reasons. They are geographically spread out across Plymouth and are located in the North (Nelson), South (Elmer Raymond) & Central (Forges Field) parts of the town, making at least one them conveniently located to all parts of the community. The second reason is that they have been recently cited by MAAB with violations for not meeting accessibility requirements. Waiting to move forward on this project is not an option, it must be addressed by the summer of 2019 or risk incurring substantial fines due to the violations.

The Plymouth Park Department understands that it is necessary for all of the town's recreation & park facilities to be accessible to every resident & visitor. It will be our goal to include further ADA & AAB improvements into our future capitol and master plans.

The Town of Plymouth is currently engaged in an ADA & AAB Self Evaluation and Transition Plan for all town run public buildings and parks. Once completed this comprehensive document will provide the town with a working plan to address all of the accessibility issues that exist throughout our community.

Scope of Project:

Step one -Make all necessary safety repairs to the existing 15 playgrounds in town (see attachments)

Cost of this project is approximately \$88,000.

Step two- Retrofit two existing playgrounds (Forges & Elmer Raymond) with accessible pathways to all play structures including solid surface landing areas. Add additional play components to meet new AAB standards. The play structures at Nelson Park will be completely replaced (due to current condition) and will have fully accessible pathways and solid surface landing areas will be added.

The total cost of this project is \$764,861. At Fall Town meeting 2018 the Parks Department received \$200,000 in funding to complete the Forges Field portion of the project, leaving a \$564,861 balance needed to finish Nelson & Elmer Raymond. Given the large diverse group that will be served by this project, we feel CPC would be an excellent source for funding.

Plymouth Community Preservation Committee

FISCAL YEAR 2018-2019 APPLICATION



THANK YOU FOR YOUR INTEREST IN PLYMOUTH'S COMMUNITY PRESERVATION ACT (CPA)

Attached is the Fiscal Year 2018-2019 Application for CPA funding. Please check with the Clerk's office at Town Hall or the Town web site for Town Meeting dates. The deadline for submission of applications to the Community Preservation Committee (CPC) is the last Friday in January for Spring Town Meeting and last Friday in June for Fall Town Meeting.

These deadlines are designed to provide the CPC and Town Departments sufficient time to review and discuss applications and supporting documentation, and to vote on recommendations for Town Meeting prior to the deadlines required under the Town's warrant process. The CPC reserves the right to accept or refuse an application submitted after the above deadlines.

IN THIS PACKET YOU WILL FIND THE FOLLOWING:

1. The one-page application form with instructions.
2. A Memorandum of Understanding describing the funding process and the responsibilities of those who receive CPA funding. Please read this document carefully, sign, and return with your application to confirm that you understand the process, and what your responsibilities will be if your application is approved by Town Meeting.
3. Information on eligibility for CPA funding, the proposal review and award process, and the CPC's goals and criteria for each of the three application categories—Open Space, Community Housing, and Historic Preservation.
4. Flowcharts showing the steps involved for each application category are found starting on page 10.
5. The appraisal process. If application is for consideration of an interest in real estate, an appraisal is required. Please review appraisal process.

Applications are accepted throughout the year. The CPC carefully reviews all applications before voting on which projects to recommend to Town Meeting. Any application not recommended to or approved at Town Meeting may be re-filed by the applicant to be considered for a future funding cycle.

IT IS IMPORTANT TO NOTE THAT WHILE THE CPC IS AN INDEPENDENT FUNDING ENTITY, ALL FUNDING DECISIONS ARE ULTIMATELY DECIDED BY VOTE OF TOWN MEETING.

- Application materials are revised annually by the CPC and presented to the citizens of Plymouth for review at an open forum.
- The application provides all necessary information about the CPA and the application process.
- The CPC may or may not choose to interview applicants.
- Applicants may be notified if questions arise before the CPC can vote on whether or not to present a project to Town Meeting.
- Once an application has been submitted to the CPC for consideration, all communication from the applicant, including questions, status inquires, and addenda must be made in writing to the CPC.
- The CPC attempts to clearly outline the scope of the project at Town Meeting in order to define the project and educate Town Meeting members about benefits to the Town.
- After the Town Meeting vote, the applicant will be required to adhere to the language of the Article, as well as the presentation and supporting documents presented to Town Meeting.
- CPC oversight thereafter is only to approve invoices to ensure that expenses for a project are disbursed in accordance with the vote of Town Meeting.
- Applicants for CPA funding should include a financial and operational budget, and a preventive maintenance plan to ensure that future burdens will not be placed upon the taxpayers for a CPA funded project.
- The CPC reserves the right to rescind funding for projects.

TB



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Plymouth Community Preservation Committee
FISCAL YEAR 2018-2019 APPLICATION



- To ensure progress on CPA funded projects, the CPC requires a signed grant agreement prior to release of any CPA funds.
- The grant agreement may include provisions for a liaison to be added to the directors and/or management team for the project. The term of the liaison will end when the CPA appropriation has been expended.
- On certain projects the CPC may require the applicant to accept a designee appointed by the Town to the applicant's governing body. Third party oversight is beneficial for long term projects where changes in management can lead to shifting objectives and stalled progress.
- Applicants must demonstrate how the project will be fully funded prior to approval of the application, or demonstrate that other funding sources are immediately available to complete the project.
- The CPC strongly encourages applicants to seek other funding sources through grants from government agencies and private foundations, and as well as contributions from advocacy groups and public organizations.
- The CPA should be recognized in any property signs, media coverage, or interviews involving funded projects. Suggested acknowledgment may be as follows: *This project was made possible by the residents of the Town of Plymouth, through their contribution of CPA funds and vote of Town Meeting.*
- An application for a project that will require alterations to a building for adaptive reuse must include a report from a licensed architect regarding state and local building codes, ADA and safety issues, fire department inspection, and expected costs for any changes that must be made to the building.

In 2012 an addendum was attached to the Community Preservation Act legislation that allows towns to use CPA funds for renewal of existing town-owned parks and open spaces. The CPC is careful in its deliberations with this new potential use of funds to ensure that the Town does not depend upon CPA funding for projects that were previously in a Town budget. As the CPA changes and evolves at the state level, the Plymouth CPC works to respond to the changes. The CPC therefore is reaching out to residents to involve them in the decision making process. For example, the steering committees for village centers where the projects are located can provide valuable input into the design of a project.

As the Town prepares for the 400th anniversary of the arrival of *Mayflower II*, the CPC will continue to look favorably, as it has since its inception, on applications that enhance Plymouth's economic viability and historic significance. It is important to note that since 2002, CPA funds have generated more than \$10-million dollars for some of the most significant historic restoration projects in the Town.

Your questions are welcomed. The Plymouth Community Preservation Committee meets at 7 pm on the 2nd and 4th Thursday of each month at Plymouth Town Hall, 26 Court Street, Plymouth. If you prefer, you can reach the CPC at 508 789-5012.

COMMUNITY PRESERVATION COMMITTEE

Bill Keohan, Chair – Member at large

Joan Bartlett, Vice Chair – Member at large

Allen Hemberger, Clerk – Member at large

Frank Drollett – Representative from Conservation Commission

John Mahoney – Representative from Board of Selectmen

TBA – Representative from Planning Board

Jeff Metcalfe – Representative from Housing Authority

Michael Tubin – Representative from Historic District Commission

Christine Pratt – Member at large



TB

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Plymouth Community Preservation Committee
FISCAL YEAR 2018-2019 APPLICATION

FISCAL YEAR 2018-2019 APPLICATION

Project Name: Playground Accessibility Project

CPA Funding requested: \$ 565,000 If the amount is unknown, will an appraisal be needed?

Y N (If yes see page 14 of the appraisal process)

Total project cost: \$ 765,000

Category—check all that apply: Open Space/Recreation Historic Housing

Lot and Plot: Nelson & Elmer Raymond

Assessor's Map #: _____

Number of acres in parcel: 3.9 & 17 acres

Number of proposed housing units: 0

Are there any existing deed restrictions on this property? No Don't know Yes/DESCRIBE

Describe restrictions below:

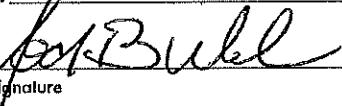
No deed restrictions, Town owned Public Parks

Project Sponsor/Organization: Town Of Plymouth Parks Department

Contact Name: Ted Bubbins or Jonathan Beder

Address: 159 Camelot Dr. Plymouth MA

Phone #: 508-830-4162 x12116 E-mail: jbeder@townhall.plymouth.ma.us

Applicant Signature: 

12/18/18

Date submitted

APPLICATION REQUIREMENTS:

A complete application consists of this application page (the specific amount of CPA funding is required), along with the following:

- A detailed description of the project explaining how your proposal benefits the Town of Plymouth and how it meets CPA goals and selection criteria outlined at the end of this application packet.
- Are there any special permit, variance or other approvals required? Are there any legal ramifications or impediments to this project?
- A detailed project budget including any additional revenue sources. Will there be any annual costs to the town once the project is operational?
- A project timeline.
- Additional supporting information such as photographs, plot plans, and maps (if applicable).
- Applicant must provide all title information for the property.
- Applicant must initial each page in the space provided.



TB

initial here

Plymouth Community Preservation Committee
FISCAL YEAR 2018-2019 APPLICATION



PLEASE SEND 11 COPIES (DOUBLE-SIDED) OF YOUR APPLICATION TO:
The Community Preservation Committee, Plymouth Town Hall
26 Court Street, Plymouth, MA 02360

Applications may also be dropped off at the Town Clerk's office.
or in the CPC mailbox at Plymouth Town Hall.

The deadline for submitting an application is last Friday in February for Spring Town Meeting,
and last Friday in June for Fall Town Meeting.

MEMORANDUM OF UNDERSTANDING

Project Name: Playground Accessibility Project

Applicant Name: Town Of Plymouth Parks Department

Address: 159 Camelot Dr. Plymouth MA

Phone #: 508-830-4162 x12116 E-mail: jbeder@townhall.plymouth.ma.us

I understand that there are certain conditions and responsibilities involved in receiving CPA funding.
My signature below indicates that I have read the following conditions and agree to follow them if my
application is recommended to and approved by Town Meeting:

1. I understand that the funding process follows procedures described in the Community Preservation Act, M.G.L. Ch. 44B and that this places certain restrictions on how payments may be made.
2. In order to acknowledge the Community Preservation Act, and thus the contributions of the Plymouth taxpayers, I will:
 - Order, pay for and place a temporary "Community Preservation Works" sign or banner in front of the project. The Community Preservation Committee will provide the approved design. Approximate cost for the banner is generally \$250-\$300.
 - Acknowledge the contributions of the Community Preservation Act in all press releases, newsletters, and other publicity.
 - Include recognition of the Community Preservation Act if a permanent plaque or sign is placed on the project.
3. If requested I will supply the Community Preservation Committee with quarterly financial up-dates the project.
4. As needed, I will assist in the process of obtaining the required deed restriction to help protect the property in perpetuity.
5. The Applicant agrees to adhere to the intent and the spirit of the presentation made to Town Meeting.

Ted Bubbins

Print Name

Signature

12/26/18

Date



TB

initial here

Supporting project Documentation

Playground	Cost of Playground safety repairs		
	Cost	Labor	Total Cost
Hedges Pond	\$116.78	650	\$766.78
Forges Field	\$8,492.00	3000	\$11,492.00
Allerton	\$1,246.09	925	\$2,171.09
Manomet Recreation Area	\$8,265.62	3500	\$11,765.62
Brook	\$1,782.33	850	\$2,632.33
Elmer Raymond	\$14.43	650	\$664.43
Huntley	\$5,166.00	2500	\$7,666.00
Sirrico	\$4,791.64	2200	\$6,991.64
Stephens	\$14,137.49	6000	\$20,137.49
Veterans	\$12,513.00	6000	\$18,513.00
Siever	\$1,913.00	850	\$2,763.00
West Recreation	\$1,919.00	850	\$2,769.00
	\$60,357.38	\$27,975.00	\$88,332.38

CPC Playground Accessibility Project

Forges Field
 Nelson Park
 Elmer Raymond

\$200,000.00 Already funded at Fall Town Meeting 2018

\$339,029
 \$137,500.00

Total Funding requested through CPC application

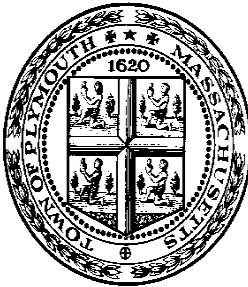
\$564,861.38

ARTICLE 10

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

BOARD OF SELECTMEN

RECOMMENDATION: Approval \$421,941.17 (Unanimous, 10-0-0) The Advisory & Finance Committee recommends Town Meeting approve Article 10. Approval of this article will authorize the Town to transfer \$250,000 from Free Cash and \$171,941.17 from Article 10 2014 FATM, Appraisal and Legal funding to the Nuclear Plant Mitigation Stabilization fund. Funds are being set aside for future use as it relates to the Entergy Nuclear Power Plant and the effect that its closure will have on the town's budget, tax rate and economic development. The current balance of the Nuclear Plant Mitigation Stabilization Fund is \$5.8 million; this will increase it to \$6.2 million. As with all Stabilization Funds, a 2/3rds vote of Town Meeting would be required for withdrawals from the stabilization fund.



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

To: ADVISORY & FINANCE COMMITTEE
BOARD OF SELECTMEN

FROM: LYNNE A. BARRETT
DEPARTMENT OF FINANCE

SUBJECT: STM ARTICLE 10 – NUCLEAR PLANT MITIGATION
STABILIZATION FUND

DATE: JANUARY 29, 2019

The Town has made a commitment to continually set aside available funds for the Nuclear Plant Mitigation fund; this is very important considering Entergy's closure in May of 2019. These funds are being set aside for future use as it relates to the Entergy Nuclear Power Plant and the effect that closure would have on the Town's budget, Tax Rate and Economic Development.

Possible future effects could include the following but are not limited to:

1. Decreases in the tax payment from Entergy because of closure or discontinued operations or changes in their tax payment that were not planned or budgeted for.
2. Loss of funding from Entergy for the annual operations of the town's Emergency Management Operation or any other funding that they provide to the Town that we don't provide for ourselves.
3. Other costs associated with the Town's efforts to protect itself during the closing and decommissioning process.
4. Possible future use of the Entergy Site and / or economic development of the site and property surrounding it.

Keep note that any future spending from this account would require a 2/3rds vote of town meeting.

The recommendation currently is to transfer \$250,000 from Free Cash and \$171,941.17 from Article 10 2014 FATM, Appraisal and Legal funding for the Entergy PILOT to the Nuclear Plant Mitigation Stabilization Fund. The current balance in this account is \$5.8 million; this will increase it to \$6.2 million.

Thank you for your consideration.

ARTICLE 11

ARTICLE 11: To see if the Town will vote to approve a payment in lieu of taxes agreement between the Town and Entergy Nuclear Generation Company for the property known as the Pilgrim Nuclear Generation Station, as on file with the Town Clerk, or take any other action relative thereto.

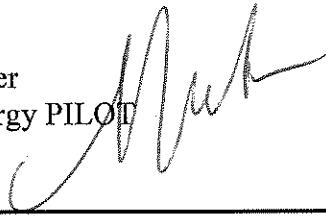
BOARD OF SELECTMEN

RECOMMENDATION: Approval (Unanimous 10-0-0). The Advisory & Finance Committee recommends Town Meeting approve Article 11. Town Meeting approval of this article will legally bind the tax agreement with Entergy Nuclear Generation Company for \$7 million for FY20 and \$6.5 million for FY21 thus eliminating the possibility of Entergy filing for an abatement on a Town assessed value of the property.

TOWN OF PLYMOUTH
11 Lincoln Street
Plymouth, MA 02360
(508) 747-1620
Fax (508) 830-4140

OFFICE OF TOWN MANAGER

TO: Board of Selectmen
FR: Melissa Arrighi, Town Manager
RE: Special Town Meeting – Entergy PILOT
DT: January 30, 2019



ARTICLE : To see if the Town will vote to approve a payment in lieu of taxes agreement between the Town and Entergy Nuclear Generation Company for the property known as the Pilgrim Nuclear Generation Station, as on file with the Town Clerk, or take any other action relative thereto.

BOARD OF SELECTMEN

The Town has been negotiating with Entergy on a successor Payment in Lieu of Tax Agreement that has been approved by the Board of Selectmen. This article on the warrant requests that Town meeting approve a two year legally binding tax agreement with Entergy Nuclear Generation company for \$7M for FY20 and \$6.5M for FY21. As we have reported for the past ten+ years, issues outside of the tax payment are beyond the scope of a PILOT agreement. However, the Town has retained previous language regarding the Right of First Refusal option on the Entergy 1500 acres, also known as the “burdened parcel”, so that we could reserve some ability for the Town to weigh in on the future of that property.

History:

- In 2002, the Town approved a 10-year Payment in Lieu of Tax (PILOT) Agreement with Entergy Nuclear Generation Company negotiated pursuant to G.L. c.59. The tax payments averaged approximately \$1.3 million/year from Fiscal Year 2003 through Fiscal Year 2007. However, the duration of this PILOT agreement was reduced when, in 2007, the Town invoked their right to opt out of the agreement and begin successor negotiations based on the fact that Entergy was seeking an extension of its operating license;
- In 2007, Town Meeting approved a PILOT with Entergy for Fiscal Years 2008 through 2012 that yielded approximately \$46.9 million over the 5-year agreement;
- In 2012, Town Meeting approved a 1-year extension that resulted in a \$10.1 million dollar payment;
- In 2013, Town Meeting, the Town approved a 3-year agreement for a fixed dollar amount of \$28,750,000 in tax revenue over FY14, FY15, and FY16.
- In 2016, Town Meeting approved a 2-year extension for FY18 for \$9M, and FY19 for \$8.6M.

Now, in 2019, we have negotiated a two year agreement for FY20 for \$7M and FY21 for \$6.5M.

In addition, approval of this article will eliminate the possibility of Entergy filing for an abatement on a Town assessed value of the property. The abatement process is lengthy and may take upwards 12 – 18 months. During that time, the Town would not be able to include this tax revenue amount in the budget and would have to set aside a portion of the revenue into overlay reserve for the abatement process. Without question, this would leave a hole in the budget that would have to be made up with cuts or raising more taxes.

Action: The Department of Revenue, State Bureau of Local Assessment, requires that after an agreement has been negotiated, it must be approved by the legislative body in order to be binding. Thus the obligations of the Town and Entergy under the PILOT agreement are conditioned on Town Meeting approval. For that reason, we respectfully request that you support the Payment in Lieu of Tax Agreement, for the period of July 1, 2019 through June 30, 2021, as attached.

Thank you.

THIRD AMENDMENT TO PAYMENT IN LIEU OF TAX AGREEMENT

This Third Amendment (this "Third Amendment"), dated as of Jan 15, 19, is by and between the Town of Plymouth, a municipal corporation and political subdivision of the Commonwealth of Massachusetts, with offices at 26 Court Street Plymouth, Massachusetts 02360 ("Town") and Entergy Nuclear Generation Company, a Massachusetts corporation, with its principal place of business at the Pilgrim Nuclear Generation Station, Rocky Hill Road, Plymouth, Massachusetts 02360 ("Entergy"), each individually, a "Party" and collectively, the "Parties."

WHEREAS, the Town and Entergy are Parties to the Payment In Lieu of Tax Agreement, dated as of August 13, 2013 (the "PILOT Agreement"), and capitalized terms used but not otherwise defined in this Third Amendment shall have the meaning given them in the PILOT Agreement; and

WHEREAS, the Town and Entergy are Parties to a First Amendment to PILOT Agreement dated December 17, 2014 that extended the PILOT Agreement through Fiscal Year 2017; and

WHEREAS, the Town and Entergy are Parties to a Second Amendment to PILOT Agreement dated October 16, 2016, that extended the PILOT Agreement through Fiscal Year 2019; and

WHEREAS, Entergy has announced its intention to permanently cease all nuclear power generating operations at the Plant by June 1, 2019, at which time the Plant will enter into a period of post-shutdown decommissioning activities ("Post-Shutdown Plant") to manage the transition of spent nuclear fuel to the Independent Spent Fuel Storage Installation (the "ISFSI"); and

WHEREAS, in accordance with Section 11 of the PILOT Agreement, the Town and Entergy now wish to amend the PILOT Agreement for payments after cessation of operations through Fiscal Year 2021, amending certain sections of the PILOT Agreement accordingly.

NOW THEREFORE, the Town and Entergy, in accordance with Section 22 of the PILOT Agreement, in consideration of mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Except as expressly set forth in this Third Amendment, the terms of the PILOT Agreement shall be extended to and inclusive of June 30, 2021.
2. The Annual Payment for Fiscal Year 2020 shall be \$7,000,000 subject to limitations set forth in Section 10 of the PILOT Agreement and the Annual Payment for Fiscal Year 2021 shall be \$6,500,000 also subject to the limitations set forth in Section 10 of the PILOT Agreement. The sixth "Whereas" clause, Section 8, and Section 10 are each amended accordingly by striking the phrase "through 2019" and inserting in its place the phrase "through 2021"; and Section 1 is amended by adding "2020" and "\$7,000,000" and "2021" and "\$6,500,000" to the bottom of the existing columns for "Fiscal Year" and "Payment," respectively.
3. Section 2 of the PILOT Agreement is amended by striking the existing language in full and inserting in its place the following:

Property. Entergy and the Town agree that the Annual Payments for Fiscal Years 2020 and 2021 shall be for the Plant, including any additions for Post Shut Down Plant. For the avoidance of doubt, the Plant includes all personal property and additions

required for decommissioning activities, spent nuclear fuel storage activities, and preparation and development of the ISFSI.

4. Section 6 of the PILOT Agreement is amended by striking the existing text in full and inserting in its place the following:

Mutual Benefits. The Parties acknowledge that this PILOT Agreement is fair and beneficial to them because it resolves all tax issues between them, including any litigation which might otherwise ensue concerning Fiscal Years 2014 through 2021, with resulting substantial costs. Moreover, both Parties value the tax and economic stability achieved by this PILOT Agreement at a time of uncertainty as to the fair cash value of property used in decommissioning activities to manage the transition of spent nuclear fuel to the ISFSI.

5. Section 11 of the PILOT Agreement is amended by striking the phrase “This PILOT Agreement shall terminate” and inserting in its place “The Parties, by mutual agreement, may terminate or amend the PILOT Agreement”.
6. Section 14 of the PILOT Agreement is amended by inserting the following as the second paragraph thereof:

The obligations of the Parties under any amendments made to the PILOT Agreement by this Third Amendment thereto are conditioned upon (i) the Town promptly submitting this Third Amendment to the Massachusetts Department of Revenue (“DOR”), and DOR having no objection within the thirty (30) day period, and (ii) approval of the Third Amendment by the Town acting by vote of its Town Meeting no later than April 6, 2019. In the event that DOR objects to the Third Amendment or the Third Amendment is not approved by Town Meeting, the Third Amendment shall

become null and void and of no further effect unless otherwise agreed by the Parties in writing.

7. Section 20 of the PILOT Agreement is amended by striking the existing text in full and inserting in its place the following:

Right of First Refusal / Option. The Parties agree that in addition to the rights provided under G.L. c. 61, § 8 that the provisions of G.L. c. 61, § 8, as appearing therein as of the effective date of this Third Amendment, shall be binding upon the Parties and their successors and assigns in contract for the term of the Third Amendment regardless of the continued applicability of said chapter and section with respect to the approximately 1542.717 acres of forestry land ("Forestry Lands") that are the subject of the Forestry Lands Declaration of Restrictive Covenant attached as Exhibit 2 to the PILOT Agreement.

8. The Parties agree that this Third Amendment does not extend the terms of the Declaration of Restrictive Covenant (Exhibit 2 of the PILOT Agreement, recorded with the Plymouth County Registry of Deeds at Book 43946, Page 36 pursuant to Section 20 of the PILOT Agreement), and that the Declaration of Restrictive Covenant expired on June 30, 2017 in accordance with the terms of the First Amendment to the PILOT Agreement.
9. The terms of this Third Amendment, upon satisfying the conditions set forth in Section 14 of the PILOT Agreement, as amended by paragraph 6 of this Third Amendment, shall become effective on July 1, 2019.
10. The Parties shall commence the process of negotiating another Payment in Lieu of Tax Agreement for the Plant for Fiscal Year 2022, and possibly future years, not later than March 31, 2020.

IN WITNESS WHEREOF, THE Town and Entergy have executed this Third Amendment as of
the date first above written.

BOARD OF SELECTMEN OF THE TOWN OF PLYMOUTH

By: Kurtis
By: Matthew Raymond
By: John R
By: Julia M. Doye
By: _____

TOWN MANAGER OF THE TOWN OF PLYMOUTH

By: MMG
Date: 1-15-2019

ENTERGY NUCLEAR GENERATION COMPANY

By: Copy L
Date: 1-25-19

ARTICLE 12

ARTICLE 12: To see if the Town will vote pursuant to G.L. c.44, §53E ½ to establish a new revolving fund, to be known as the Plymouth County Outreach Initiative; and further, to amend General Bylaws Chapter 143: Departmental Revolving Funds, particularly §143-5, by inserting a new row at the end of the Table of authorized revolving funds, as follows, and, further, to establish a fiscal year expenditure limit of \$100,000 for such fund, to be applicable from fiscal year to fiscal year unless amended by Town Meeting prior to July 1 in any fiscal year:

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 County Outreach (PCO)	Chief of Police	Annual dues collected from PCO member departments.	PCO Initiative to assist those struggling with substance abuse disorders, mental health disorders, and/or behavioral health disorders.	FY2020 and subsequent years.

or take any other action relative thereto.

BOARD OF SELECTMEN

RECOMMENDATION: Approval (Unanimous 10-0-0). The Advisory & Finance Committee recommends Town Meeting approve Article 12. Approval of this Article will establish a new revolving fund, Plymouth County Outreach (PCO). The Town of Plymouth will act as the fiduciary for the PCO revolving account but the 27 collaborative members of Plymouth County municipal police departments will fund the account through annual dues from PCO member departments, grants, gifts and donations. This initiative will enable the PCO to assist those struggling with substance abuse and any number of disorders.



PLYMOUTH POLICE DEPARTMENT



20 Long Pond Road, Plymouth, MA 02360
Phone (508) 830-4218 - Fax (508) 830-4217
www.plymouthpolice.com

Michael E. Botieri
Chief of Police

To: Marlene McCollem, Assistant Town Manager
From: Chief Michael E. Botieri
Date: December 12, 2018
Rea: Revolving Fund Request - Plymouth County Outreach (PCO)

I would like to request the Town of Plymouth establish a Revolving Fund Account for the operations of the Plymouth County Outreach Initiative. Plymouth County Outreach (PCO) is a collaboration of all 27 municipal police departments in Plymouth County, along with Bridgewater State University PD, who work under an inter-agency agreement with each other through their departments to assist those struggling with substance use disorders, mental health disorders and/or related issues within Behavioral Health.

Each Plymouth County Police Chief and his/her department, through a Memorandum of Understanding (MOU), agree to commit department resources and/or department personnel to the PCO Initiative. Direction and governance for PCO is managed through a PCO Chiefs Advisory Board, which is comprised of PCO Police Chiefs. The Advisory Board may assign non-voting members to assist as advisors, including non-law enforcement members. These advisors may include professionals in public health, healthcare, treatment, recovery, etc. who can assist in matters of PCO by bringing an expertise that warrants their expertise for PCO matters and/or chief executives of member agencies. All 28 Chiefs are eligible to participate in the Advisory Board.

The PCO Chiefs Advisory Board will hold at least quarterly meetings to manage and/or oversee the PCO infrastructure and collaboration with the various hospitals, healthcare, treatment, recovery and/or other partner organizations. Partner organizations will commit resources and/or personnel to the PCO model through a signed MOU.

PCO member agencies will be assessed dues each fiscal year. The current dues schedule will be assessed at \$350.00 per year. All dues and/or funds deposited for PCO initiatives will be maintained in a municipal revolving account. I would request, the Town of Plymouth act as the fiduciary for PCO and maintain a town meeting authorized PCO revolving account.

This municipal PCO account may be utilized to accept not only PCO municipal funds in the form of fees or other town approved funds, but also to be utilized for the receipt of local donations, state and/or federal grant funds for PCO Behavioral Health purposes.

The PCO Revolving account is expected to raise and appropriate at least \$10,000.00 in annual agency dues. PCO departments may also deposit other town approved funds to support PCO related services. The PCO revolving account threshold should be \$100,000.00.

The PCO Revolving fund will support the PCO infrastructure and day to day operations, which may include, PCO subscriptions, web hosting and media support, PCO related office supplies, PCO training-related costs, PCO information technology programs and support, Narcan and/or Substance Use Disorder tools and/or equipment, other equipment, tools and/or resources in support of the PCO Behavioral Health model. I appreciate your consideration.



Michael E. Botieri

Chief of Police

cc: Lynne Barrett, Director of Finance

ARTICLE 13

ARTICLE 13: To see if the Town will vote to amend the vote taken under Article 9-Item B2 of the April 7th Annual Town Meeting (Maritime Facility) and appropriate the additional amount of \$1,000,000 to pay costs of the design, construction, and equipping of the Maritime Facility, located on Town-owned property shown as Lot 21A on Plymouth Assessors' Map 14A, and for all incidental and related costs and expenses, thereby increasing the total amount appropriated for such purposes from \$3,500,000 to \$4,500,000; and that to meet this additional appropriation, to authorize the Treasurer, with the approval of the Board of Selectmen, to borrow the additional amount appropriated hereunder pursuant to G.L. c.44, §7(1), or pursuant to any other enabling authority, and issue bond or notes of the Town therefor, or take any other action relative thereto.

BOARD OF SELECTMEN

RECOMMENDATION: Approval \$1,000,000 (11-0-1). The Advisory & Finance Committee recommends Town Meeting approve Article 13. Approval of this Article will allow the Town to solicit new bids for the construction of a new Maritime Facility. The original bids exceeded the previous approved amount of \$3,500,000 under Article 9-Item B2 of the April 7th ATM. The current facility is in deplorable condition, lacks a bathroom facility, does not meet ADA requirements and removal of the existing building and construction of a new building is recommended.

TOWN OF PLYMOUTH CAPITAL IMPROVEMENT PLAN REQUEST FORM
FY19 SPRING ANNUAL TOWN MEETING REQUEST FORM

Department: DMEA	Priority #: 1
Project Title and Description: Maritime Facility	Total Project Cost: \$4,500,000

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): **FY10**

List any funding sources and amounts already granted: Massachusetts Seaport Grant - \$1,000,000

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>			<i>FY18</i>		
<i>Labor and Materials</i>	\$4,500,000		<i>FY19</i>		
<i>Administration</i>			<i>FY20</i>		
<i>Land Acquisition</i>			<i>FY21</i>		
<i>Equipment</i>			<i>FY22</i>		
<i>Other</i>					
<i>Contingency</i>					
Total Capital	\$4,500,000				

Project Justification and Objective: The 2014 Facility Condition Assessment of the structure states that it is in “fair to poor overall condition.” It lacks a bathroom facility and does not meet ADA requirements. The report concludes that “a cost allowance for completely removing the existing building and construction of a new building is recommended.” This request will provide the up-front funds to cover the additional \$1,000,000 from the Seaport Council, which is a reimbursement grant, and allow us to expend the previously approved \$3,500,000 in order to complete the project based upon the current cost of construction.

For Capital Project Requests:

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

Yes No

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

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

ARTICLE 15

ARTICLE15 : To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow the sum of \$185,000 for the management and oversight of the wastewater treatent plant and related facilities and infrastructure, including preparation of a Sewer Operations Request For Proposals for such services and all other incidental and related costs and expenses, and to authorize the Board of Selectmen to enter into a contract for such services for a period up to or in excess of three years on such terms as the Board determines to be in the best interest of the Town, or take any other relative action thereto.

BOARD OF SELECTMEN

RECOMMENDATION: Approval \$185,000 (11-0-1). The Advisory & Finance Committee recommends Town Meeting approve Article 15. Approval of this Article will allow the Town to develop a new contract for interim operations prior to the expiration of the Veolia contract in June of 2021. Timing is critical to develop and bid a new Operation and Management (O&M) contract no less than 6 months prior to June 2021. This is needed for the transitional period irrespective of how the plant will be ultimately operated.

TOWN OF PLYMOUTH CAPITAL IMPROVEMENT PLAN REQUEST FORM
FY19 SPECIAL TOWN MEETING REQUEST FORM

Department: Sewer Division		
Project Title and Description: RFP funding request for Wastewater Operations Transition and Contract Development	Total Project Cost:	\$185,000

Department/Division Head: Gary P. Frizzell, Wastewater Manager

Cost estimate was developed: Internally Externally

Basis of Estimated Costs (attach additional information if available) See attached Proposal from Kleinfelder Engineering			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>	185,000		FY19		
<i>Labor and Materials</i>			FY20		
<i>Administration</i>			FY21		
<i>Land Acquisition</i>			FY22		
<i>Equipment</i>			FY23		
<i>Other</i>					
<i>Contingency</i>					
Total Capital					

Possible sources and amounts of funding, if known: Sewer Enterprise

Project Justification and Objective: See attached Budget Recommendation for WWTP Operator Request for Proposals and Contract Development, outlined in Task 1 through Task 5 provided by Kleinfelder Engineering.

Justification for Request at Special Town Meeting: Timing the current O&M contract with Veolia ends in June 2021, the transition planning and execution period is estimated to take 24 months. Consultant recommended Town take immediate action to begin RFP and transition planning.

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
Sewer Division
131 Camelot Drive
Plymouth, Massachusetts 02360
Office: (508) 830-4159
Fax: (508) 830-4062

Article 15: Request for Funding to Develop an RFP for Wastewater Operations

The Plymouth Sewer Division is working with consulting engineers, Klienfelder to develop a new O&M contract and RFP for wastewater operations. The sewer division is requesting \$185,000 be approved at the 2019 Special Town meeting. This will allow the Town to develop a new contract for interim operations prior to the expiration of the Veolia contract in June of 2021. The reason for this request at the 2019 Special Town meeting is timing of this project is critical to continuity of operations of the Town's wastewater system. The new O&M contract must be developed and bid six months prior to June 2021. Timing is critical to complete the work ahead of this already constrained schedule. Please see the attached scope of services from Klienfelder outlining the work to be done.



November 30, 2018

Mr. Chad Whiting
Assistant Wastewater Manager
131 Camelot Drive
Plymouth, MA 02360

**SUBJECT: UPDATED BUDGET RECOMMENDATION FOR
WWTP OPERATOR REQUEST FOR PROPOSALS AND CONTRACT
DEVELOPMENT**

Dear Mr. Whiting,

This letter is provided to update our previous budget recommendation (dated November 7, 2018) to develop a Request for Proposals (RFP) for contract operations of the Town's wastewater treatment plant (WWTP). Since the date of our original budget recommendation, we have learned that the Town is interested in potentially combining the proposed operations contract with the design, build, commission, operate, own and finance of a new anaerobic digestion (AD) and combined heat and power (CHP) facility.

Combining the WWTP operations contract and AD/CHP project into a single procurement requires revision to the original scope of work and budget. We recommend that the Town carry a budget of \$185,000 for this purpose. The revised budget includes an additional Task to develop and issue a Request for Information (RFI) to prospective bidders of the project to gauge the level of interest in a procurement for the combined project described above. This budget also includes technical assistance to the Town's Legal Counsel, who will be responsible for developing the legal terms and conditions of the proposed Contract.

The attached scope of work includes the following primary Tasks:

- Task 1 – Project Administration
- Task 2 – Issue Request for Information to potential bidders
- Task 3 – Develop Request of Proposals
- Task 4 – Develop Operations Contract Language
- Task 5 – Procurement Assistance

We hope that you find this letter meets your present need. Please do not hesitate to contact me if you have any questions.

Sincerely,

KLEINFELDER

A handwritten signature in black ink, appearing to read "David T. Peterson, P.E." The signature is fluid and cursive, with a stylized "D" and "T".

David T. Peterson, P.E.
Project Manager III

cc: Jonathan Beder, Gary Frizzell – Town of Plymouth
Mark Thompson; Dingfang Liu – Kleinfelder

**BUDGET RECOMMENDATION FOR
WWTP OPERATOR REQUEST FOR PROPOSALS AND
CONTRACT DEVELOPMENT**

Plymouth, MA

SCOPE OF WORK

TASK 1 Project Administration

- Develop Contract
- Monthly Invoices
- Client Kick Off Meeting / Workshop
- Internal Meetings (6)

TASK 2 Issue Request for Information to Potential Bidders

- Develop RFI Outline and Contents and submit to Town
- Update Outline and develop draft RFI
- Submit draft RFI to Town
- Finalize RFI
- Issue RFI to marketplace
- Collect/Review RFI responses
- Develop Letter Report for Town
- Meet with Town to review RFP contents

TASK 3 RFP Development

- Collect/Review existing/sample RFP, including former AD/CHP RFP
- Internal workshop to review RFP contents
- Develop Scope Outline, Responsibility Matrix, Schedule
- Workshop No. 1 with Town
- Draft RFP Sections
- Update previous AD/CHP RFP
- Legal Review
- Submit to Town
- Workshop No. 2 with Town
- Update RFP
- QA/QC
- Finalize RFP

TASK 4 - Operations Contract Development

- Obtain & review sample contracts
- Develop the following sections of the contract:
 - i. Upfront definitions
 - ii. Cover roles and responsibilities of the Operator and the Town
 - iii. Scope of O&M services responsibility
 - iv. Scope of Capital investment responsibility

- v. Term of contract
- vi. Insurance requirements
- vii. Provisions for changes to contract
- viii. Transition provisions
- ix. Provisions for sunsetting / terminating contract
- x. Review of Legal Terms and Conditions
- QA/QC

TASK 5 - Procurement Assistance

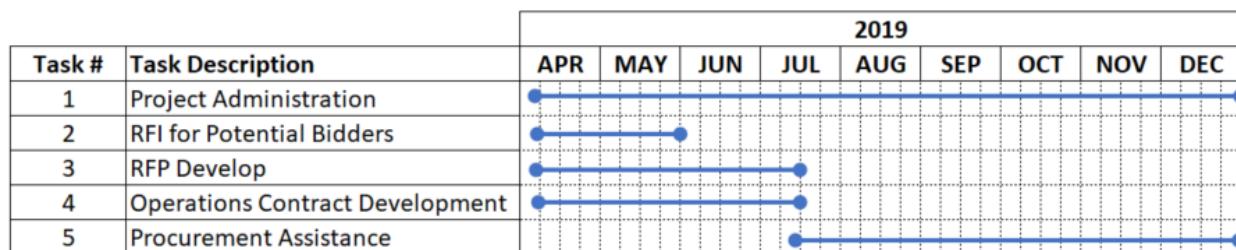
- Assist with answering questions
- Assist with developing Addenda
- Obtain and review proposals
- Participate in selection meetings with Town personnel (up to 3 meetings)
- Provide written recommendation

CLARIFICATIONS

1. It is assumed that Town Counsel will develop the legal terms and conditions of the Contractor and provide an overall review of the RFP and draft Contract.

SCHEDULE

The schedule for WWTP Operations RFP is illustrated below. This schedule assumes the project will start on April 1, 2019. The RFP would be issued in July, with responses due in September. The RFP responses would establish a budget range from which the Town can use to start planning its FY2021 budgets.





**OPERATION AND MAINTENANCE
ALTERNATIVES EVALUATION OF THE
TOWN OF PLYMOUTH WASTEWATER
TREATMENT PLANT AND COLLECTION
SYSTEM**

TOWN OF PLYMOUTH, MA

December 4, 2018

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PROJECT FOR WHICH THIS REPORT WAS PREPARED.

A Report Prepared for:

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**OPERATION AND MAINTENANCE ALTERNATIVE STUDY
PLYMOUTH WASTEWATER TREATMENT PLANT AND COLLECTION SYSTEM**

TOWN OF PLYMOUTH, MA

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December 4, 2018
Kleinfelder Project No. 20190563.001A

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- A Cost Reference Sheets
- B Alternative Responsibility Matrices
- C Community Staffing Plan Comparison

**OPERATION AND MAINTENANCE ALTERNATIVE EVALUATION STUDY
PLYMOUTH WASTEWATER TREATMENT PLANT**

TOWN OF PLYMOUTH, MA

1 EXECUTIVE SUMMARY

The Town of Plymouth's Wastewater Treatment Plant (WWTP) was built as a part of a 20-year Design Build Operate (DBO) Contract entered between the Town and Veolia (formerly U.S. Filter), whose current contract expires June 30, 2021. The Town is exploring options for future operation and maintenance of its wastewater treatment plant (WWTP), pumping stations, and sewer collection system once the existing contract for private operations has expired. The goal of this evaluation is to:

- identify options available to the Town for the operation of Plymouth WWTP and identify advantages and disadvantages of the alternatives: **provided in Section 3.**
- evaluate the operation and maintenance alternatives including the use of a qualitative risk analysis, based on division of roles and responsibilities: **provided in Section 4.**
- conduct a financial analysis of the alternatives considering fixed labor costs and variable costs (chemicals, electricity, solids disposal, and spare parts inventory): **provided in Section 5.**
- summarize the recommended alternative and outline the major considerations associated with the preferred course of action, as well as a preliminary schedule: **provided in Section 6.**

Kleinfelder conducted two separate workshops: one with the Town's DPW staff members, and one with Veolia representatives and Town DPW staff members. At both workshops, risk and performance factors were discussed, and financial information was gathered.

Comparison of cost and risks (non-cost factors) are summarized in Tables ES-1 and ES-2.

Table ES-1: Alternative Total Costs

Cost category	Existing Contract ¹	Alternative 1: Contract Operation		Alternative 2: Combination Contract/Municipal		Alternative 3: Municipalization	
		Low	High	Low	High	Low	High
Labor Costs							
Indirect Labor	\$ 420,301	\$ 771,000	\$ 964,000	\$ 778,000	\$ 972,000	\$ 765,000	\$ 956,000
Direct Labor	\$ 568,552	\$ 1,162,000	\$ 1,427,000	\$ 1,155,000	\$ 1,408,000	\$ 1,197,000	\$ 1,462,000
Labor Cost Subtotal	\$ 988,853	\$ 1,933,000	\$ 2,391,000	\$ 1,933,000	\$ 2,380,000	\$ 1,962,000	\$ 2,418,000
Variable Costs							
Energy (Fuel Oil and Electricity)	\$ 2,057,460	\$ 539,000	\$ 735,000	\$ 547,000	\$ 740,000	\$ 700,000	\$ 832,000
Chemicals		\$ 354,000	\$ 465,000	\$ 372,000	\$ 489,000	\$ 391,000	\$ 514,000
Laboratory Fees		\$ 21,000	\$ 27,000	\$ 22,000	\$ 31,000	\$ 22,000	\$ 31,000
Preventative and Corrective Maintenance		\$ 363,000	\$ 418,000	\$ 363,000	\$ 436,000	\$ 418,000	\$ 439,000
Solids Disposal		\$ 315,000	\$ 576,000	\$ 315,000	\$ 576,000	\$ 347,000	\$ 634,000
Telecommunications		\$ 15,000	\$ 17,000	\$ 15,000	\$ 17,000	\$ 15,000	\$ 17,000
Variable Cost Subtotal		\$ 1,607,000	\$ 2,238,000	\$ 1,634,000	\$ 2,289,000	\$ 1,893,000	\$ 2,467,000
Total Annual Expenses	\$ 3,046,313	\$ 3,540,000	\$ 4,629,000	\$ 3,567,000	\$ 4,669,000	\$ 3,855,000	\$ 4,885,000
Current Contract Discount	14%				1%		9%
Percent Increase from Alt. 1							

Notes:

1. Based on Town FY19 Adopted Operating Budget for Sewer Department. Labor Costs calculated from Sewer Budget Operating Personnel Services and Departmental Overhead. Variable Costs is projected Veolia Contract Annual Cost for FY 2021. CIP/Debt Services not included.

Table ES-2: Alternative Risk (Non-Cost Factors)

Factor #	Risk Factor	Alternative 1	Alternative 2	Alternative 3
1	Exposure to Environmental Quality Fines or Lawsuits	Low	Moderate	Moderate
2	Exposure to Solids Handling and Disposal Fines or Lawsuits	Moderate	Moderate	High
3	Availability of Talented Workforce	Moderate	Moderate	Moderate
4	Adequately Trained Staff and Quality Performance	Moderate	Moderate	Moderate
5	Lack of Accountability between Collection System and WWTP Staff	Moderate	High	Moderate
6	Facility Performance and Asset Condition	High	High	Moderate
7	Acceptable Level of Service and Tracking of Key Asset Management Metrics	Moderate	High	Moderate
8	Energy Efficiency and Resource Optimization	Low	Moderate	Low
9	Cost Containment and Technical Expertise in Solving Problems Efficiently and Effectively	Moderate	Moderate	Moderate
10	Effective Budgeting and Capital Improvement Allocations	High	High	Moderate
11	Stakeholder Collaboration and Responsiveness	Moderate	High	Low
		High Risk Count	2	5
		Moderate Risk Count	7	6
		Low Risk Count	2	0
		Overall Risk Rating	Moderate	Moderate-High
				Moderate

Considering both cost and non-cost factors, Alternative 3, municipal operation of the wastewater treatment system, is recommended based on the following:

- Operation service revenues from the Town's satellite treatment facilities and septage revenues could offset the increased expense costs for Alternative 3.
- Financially, Alternative 1 (Contract Operations) currently has the lowest annual cost over the short term when only O&M costs are considered. However, the Alternative 1 costs are artificially low and don't take into consideration:
 - Maintaining the WWTF in the manner necessary to sustain it over the long term;
 - The Town's desire to provide a higher level of service to the community;
 - The Town's asset value erosion due to the prevalent "run-to-fail" operation philosophy by private operators.
 - Revenues associated with WWTF operation.
- It is imperative to maintain the service reliability of the Town's wastewater system assets, and their value, to safe guard the Town interests as well as optimal allocation of future investments
- Cost savings can likely be achieved via consolidation of the entire wastewater system operation and management into the Town's processes and systems. These include IT, financial, asset management, human resources and other administrative processes and systems.
- To mitigate future regulatory risk of more stringent effluent nitrogen limit for ocean outfall, it is recommended the Town to conduct a feasibility study of utilization of infiltration bed as primary effluent disposal method while maintaining ocean outfall as secondary discharge location for disposal of effluent flow exceeding infiltration bed capacity.

Based on the current contract expiration date of June 2021, the transition planning and execution period to municipal operation is estimated to be about 18 months. Figure ES-1 is an implementation timeline for the recommended course of action, municipal operation. Key milestones in this plan are:

- - Obtain approval of Transition to Municipal Operation
- - Request funding for Transition Planning Process
- - Prepare Staffing and Transition Plans

To leave sufficient time to prepare transition plans, it is recommended that the Town take immediate action to begin transition planning.



Figure ES-1: Alternative 3 Proposed Transition Timeline

2 BACKGROUND

The Town of Plymouth's Wastewater Treatment Plant (WWTP) at 131 Camelot Drive, was built between 2000 and 2002 as a part of a 20-year Design Build Operate (DBO) Contract between the Town and Veolia (formerly U.S. Filter). Veolia is responsible for operating and maintaining the WWTP, the preliminary treatment, chemical dosing, and pumping systems at the Water Street Pump Station, as well as the following collection system pump stations:

- Hedge Road PS
- Industrial Park PS
- Long Pond PS
- Holmes Point PS
- Winter Street PS

The Town is responsible for the remaining two pump stations, New Long Pond Road and Samoset Street. In total there are eight pump stations in the collection system.

The Water Street Pump Station is part of the overall WWTP operation since it is essentially the "headworks" for the WWTP, as it contains the preliminary wastewater treatment steps for the WWTP. References to the "WWTP" in the remainder include the Water Street Pump Station. The Water Street Pump Station is currently undergoing a major upgrade following replacement of the original force main.

The Town is seeking to evaluate its options for future operation of its WWTP and pumping stations in anticipation of the contract expiration on June 30, 2021. The preferred option for future operation of the WWTP will be the one that best satisfies the need to balance financial costs and revenues, risks associated with owning and operating the WWTP, and getting the most reliable long-term treatment performance from the WWTP. The following four (4) alternatives have been considered:

1. Contract operation for the WWTP including all Pump Stations
2. Contract operation for the WWTP, and municipal operation of the remaining seven Pump Stations
3. Municipal operation of the WWTP and all seven Pump Stations
4. Sell the WWTP to a private company/party

2.1 WWTP PROCESS DESCRIPTION

Figure 2-1 illustrates the liquid stream and solid stream management of the WWTP. The Water Street PS is included in the figure because preliminary treatment occurs within that facility. Following preliminary treatment, wastewater enters the WWTP through an influent meter manhole and a chemical feed manhole. Several chemicals can be added to the wastewater at the chemical feed manhole, including sodium hypochlorite, sodium bisulfite, and/or soda ash. Wastewater flows from the chemical feed manhole, through the two (2) parallel influent equalization (EQ) tanks, and into the three (3) Sequencing Batch Reactors (SBRs). Wastewater decanted from the SBRs is discharged to the two (2) Chlorine Contact Tanks for disinfection. Sodium hypochlorite is used for disinfection and sodium bisulfite is used for dechlorination prior to discharge to one of two locations – Plymouth Harbor (up to 1.75 MGD) or five (5) infiltration basins.

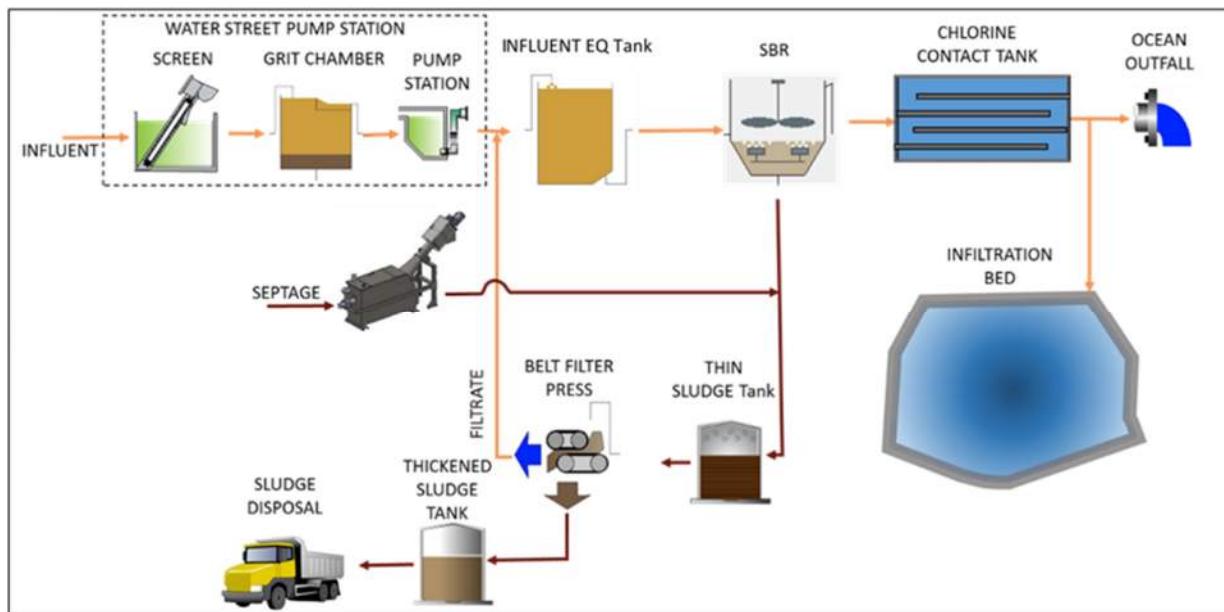


Figure 2-1: Process Flow Diagram

The solids handling stream of the plant consists of a waste activated sludge (WAS) storage tank (on Figure 2-1 as Thin Sludge Tank), a gravity belt filter press (GBFP) for sludge dewatering, and a Thickened Sludge Tank. Activated sludge produced in the SBRs is pumped to the Thin Sludge Tank for storage prior to thickening.

The WWTF also has a Septage Receiving Station, which accepts and pre-treats septage from septic hauling trucks. The Septage Receiving Station is designed for removal of rocks, screenings, grit, and grease. Effluent from the Septage Receiving Station is pumped to the Thin Tank.

Additionally, odorous air from the Influent EQ Tanks, Thin and Thickened Sludge Storage Tanks, Septage Receiving Station, Filtrate pump station, and sludge loading and dewatering rooms is transported to four (4) Biofilters for treatment (not shown in Figure 2-1).

2.2 SUMMARY OF O&M CONTRACT

The original contract signed with Veolia in 2002, and amended in 2009, expires on June 30, 2021. Major provisions of the Agreement include:

- Operation performance to meet NPDES and groundwater permit requirements
- WWTP maintenance and repair (including the Water Street Pump Station)
- Sludge handling, transportation and disposal
- Septage receiving, treatment and revenue sharing
- Industrial Pretreatment sampling and analysis
- Operation and maintenance of five sewage pump stations
- Annual Service Fee escalations based on the Consumer Price Index (CPI)
- Reimbursement to Veolia for equipment repair or replacement costs over and above the escalated capital value (for collection system and pump stations only)
- The Town has the sole discretion to renew the contract for up to 5-years

The Town/Veolia Agreement provides for payment to Veolia of \$1,904,592 for Fiscal Year (FY) 2018. It is anticipated there will be additional escalations to their Service Fees annually, expecting the last year of their contract on June 30, 2021 to be \$2,057,460. Table 2-1 shows historic payments made to Veolia and future projected payments through the end of the contract.

Table 2-1: Historic and Projected Veolia Service Fees, per Current Contract

Fee Breakdown, per Current Contract	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Service Fee Facility	\$ 1,230,139	\$ 1,251,408	\$ 1,254,524	\$ 1,268,700	\$ 1,290,953	\$ 1,330,147	\$ 1,370,530
Service Fee Collection System Element	\$ 465,074	\$ 473,115	\$ 474,293	\$ 479,653	\$ 488,066	\$ 502,884	\$ 518,151
C&CS Capital Repair and Replacement	\$ 151,490	\$ 154,109	\$ 154,493	\$ 156,239	\$ 158,979	\$ 163,806	\$ 168,779
Totals	\$ 1,846,703	\$ 1,878,633	\$ 1,883,311	\$ 1,904,592	\$ 1,937,998	\$ 1,996,836	\$ 2,057,460
Percent Change from Previous Year	2%	1.73%	0.25%	1.13%	1.75%	3.04%	3.04%

3 OPERATION AND MAINTENANCE ALTERNATIVES

To operate the WWTP, collection system and wastewater pump stations, the Town must provide staffing, planning, engineering, operation, and maintenance functions. These functions may be provided by the Town, through contracting with a private party, or a combination of the two. For the purposes of this report, the following four (4) alternatives were investigated:

1. Contract operation for the WWTP including all Pump Stations
2. Contract operation for the WWTP, and municipal operation of the remaining seven Pump Stations and collection system
3. Municipal operation of the WWTP and all seven Pump Stations and collection system
4. Sell the WWTP to a private company/party

3.1 CONTRACT OPERATION

The contract operation option would require that: the Town procure operation and maintenance (O&M) services through a public bidding process; negotiate a service contract with the selected firm to provide O&M services for an extended period of time; and transfer facility operations to the contracted firm. Similar to the Town's current arrangement, the contracted firm would be responsible for the operation of the wastewater facilities to meet all State and Federal regulations while providing reliable service to the Town's sewer users. Under such an arrangement, the Town's primary role is to provide oversight and ensure the contracted firm meets all obligations listed in the contract.

There are several advantages that are associated with contract operations through a private partner. First, being a for-profit organization means that there is an incentive for the private partner to operate efficiently with respect to labor, power consumption, chemical usage, maintenance and technical support. Annual operating costs can many times be reduced by leveraging bulk-purchasing and service contracts, while incorporating new technologies, and improving asset efficiency.¹ Municipalities could adopt similar agreements, but in general, public entities are constrained by engrained work practices and lack-of in-house expertise.²

¹ *Water Partnership Council.* (2003). Establishing Public-Private Partnerships for Water and Wastewater Systems. Washington DC: Water Partnership Council.

² *Water Partnership Council* (2003).

Second, contract operators generally have access to a company-wide staff of technical experts who are available to help resolve O&M issues, performance issues, and to assist with evaluating capital needs. In contrast, a municipality is typically more limited in its resources and may need to contract separately for assistance with technical support as the need arises.

Finally, private firms are legally bound to produce results in terms of operational improvements, quality of service and environmental compliance. If the private company fails to meet the contractual obligations, the public partner can take actions to the extent practicable as outlined in the contract.

3.1.1 Alternative 1 – New Contract Operation for WWTP and all Pump Stations and Collection System

This alternative assumes the division of responsibility for operations would mirror the existing operation with the following exceptions:

- Lessons learned from the current contract structure (i.e. escalation mechanism, appropriate financial incentives and capital improvement budget) would be incorporated into future contracts to safeguard long-term performance of the treatment systems;
- Two additional pump stations (New Long Pond Road PS and Samoset PS) would be added to contract operations for consistent O&M across all pump stations.

Alternative 1 utilizes 20 full time equivalent (FTE) staff, outlined by organization in Figure 3-1. These numbers were adjusted after reaching out to regional wastewater treatment facilities for feedback on staffing breakdown. The results from this survey are included in Appendix D. The color of each box differentiates which organization is filling which role in the staffing plan. Blue is used to designate the Town of Plymouth and orange is used to designate the contract operator. Table 3-1 summarizes the qualitative advantages and disadvantages of Alternative 1.

Table 3-1: Advantages and Disadvantages of Alternative 1

Advantages	Disadvantages
<ul style="list-style-type: none">• Procurement process that is stable, reliable, and predictable• Drivers are in place for cost-effective management and performance• Specific methodology for evaluating performance• Typically, experienced, and highly-trained personnel	<ul style="list-style-type: none">• Loss of control over day-to-day operation practices• Loss of local expertise with hiring outside firm• Contradiction between short-term profit maximization and long-term needs to protect infrastructure (i.e. “operate to failure” mentality)• Loss of septage receiving revenues• Potentially higher solids processing costs due to new marketing agreements

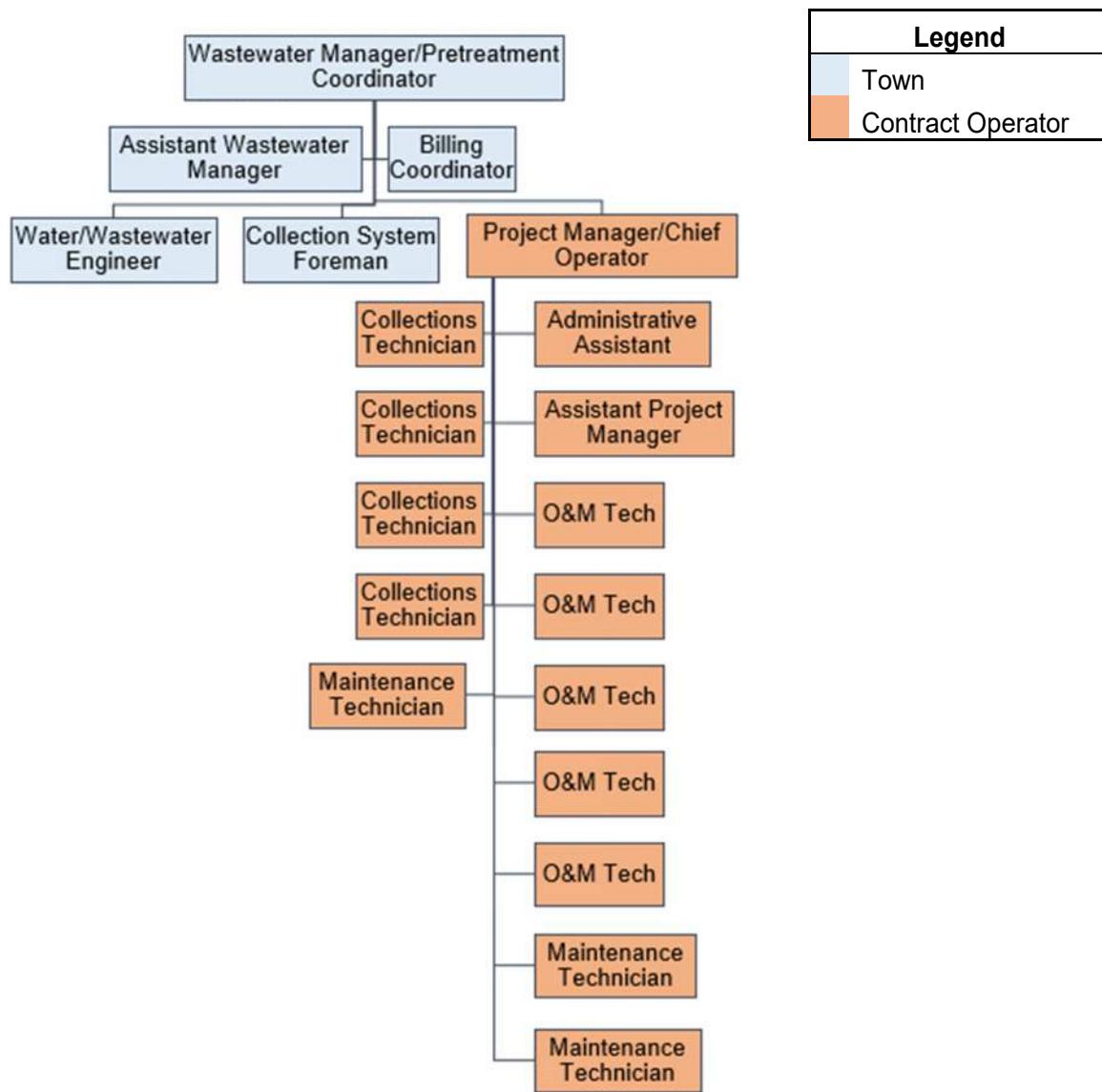


Figure 3-1: Example of Alternative 1 Staffing Plan

3.1.2 Alternative 2 – Contract operation for the WWTP, and municipal operation of the remaining seven Pump Stations and Collection System

This scenario assumes that the WWTP will be continue to be operated by a contract operator, and the Town would take over operation of the five pump stations that are now privately operated. The proposed staffing for this alternative is illustrated in Figure 3-2. In this scenario there would be approximately 10 full time contract operations equivalent staff, and 10 full time Town employees. Consideration was made for increasing full-time staffing for septage receiving, as well as an additional support person for the collections staff.

Table 3-2 summarizes the qualitative advantages and disadvantages of Alternative 2.

Table 3-2: Advantages and Disadvantages of Alternative 2

Advantages	Disadvantages
<ul style="list-style-type: none">• Procurement process that is stable, reliable, and predictable• Drivers are in place for cost-effective management and performance• Typically, experienced, and highly-trained personnel• Specific methodology for evaluating performance	<ul style="list-style-type: none">• Loss of control over day-to-day operation practices of WWTP• Loss of local expertise with hiring outside firm• Loss of septage receiving revenue• Potentially higher solids processing costs due to new marketing agreements• Town gains additional responsibilities and needs to coordinate with contractor for management of collections system• Contradiction between short-term profit maximization and long-term needs to protect infrastructure (i.e. “operate to failure” mentality) at WWTP

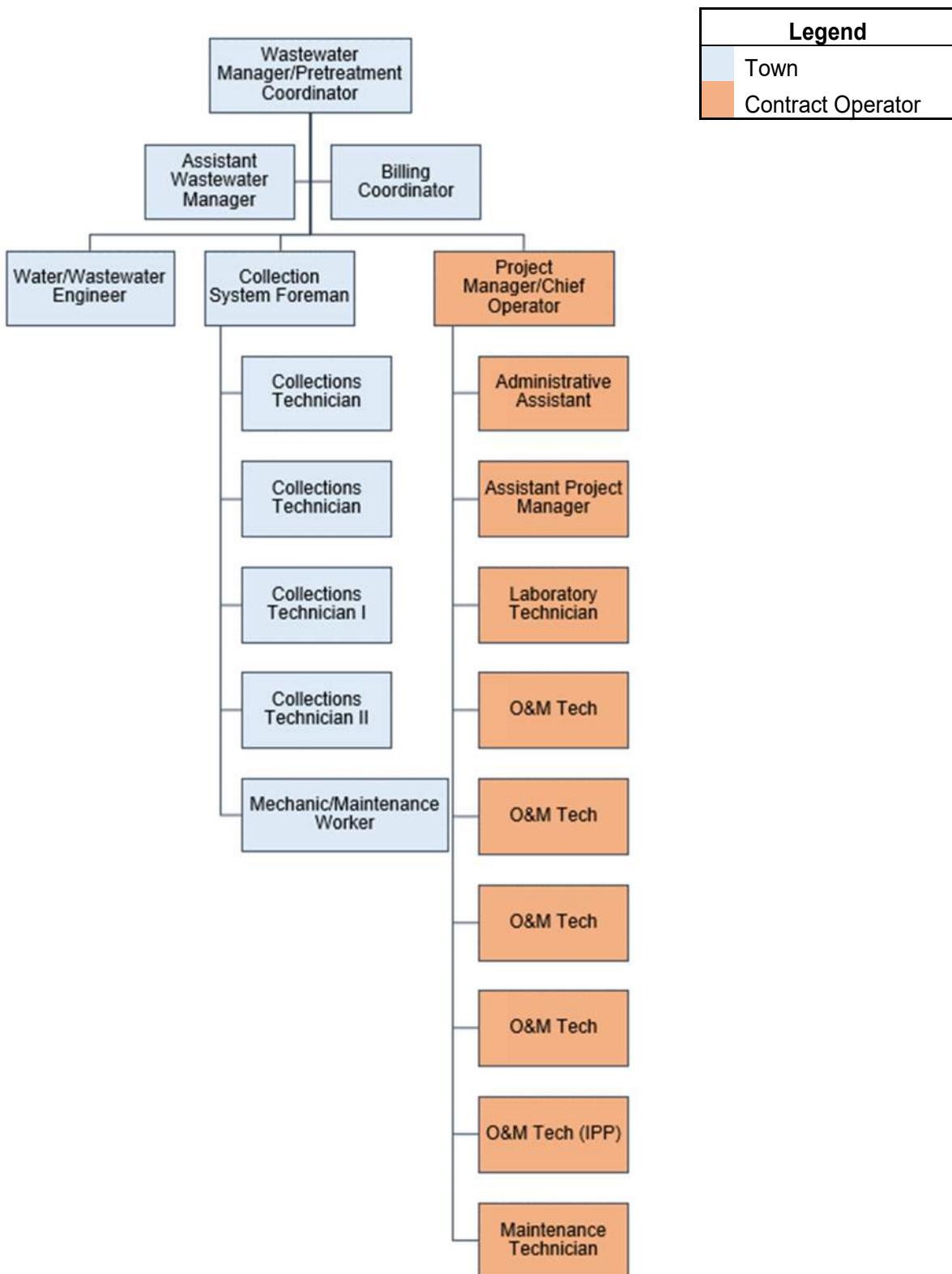


Figure 3-2: Example of Alternative 2 Staffing Plan

3.2 ALTERNATIVE 3 - MUNICIPAL OPERATION AND MAINTENANCE

Alternative 3 requires the Town to hire qualified staffs and take over the operation of the WWTP and pump stations. Municipal operation of the wastewater treatment facilities will involve significant changes to the Town's workforce, roles and responsibilities and offers several advantages for long-term asset management. First, over the last decade, public water agencies have engaged in self-improvement programs such as establishing performance benchmarks, modifying work practices, implementing staff education and certification improvement, and accelerating investments in new technologies.³ Several training resources are available to help municipalities develop staffing and training plans, gain understanding of asset management practices and connect with other communities.

Second, the operation of assets would be maintained for longer term use (greater than a typical contract operation contract) which provides better returns for ratepayers in the community. There is more control over day-to-day activities and ability to modify practices as observations are made.

Lastly, municipal operations would allow for more transparency in the financial reporting process and allow for better forecasting of capital costs to be incurred for the plant. By maintaining public records for chemicals, energy consumption and staffing, there will be a better understanding of the true cost to run the wastewater utility.

The proposed staffing for this alternative is illustrated in Figure 3-3. In this scenario there are approximately 19 full time equivalent staff. Consideration was again made for increasing full-time staffing for septage receiving, as well as additional support person for the collections staff. These numbers were calibrated with the regional wastewater treatment facility survey as mentioned in previous sections. Municipally operated facilities are also included in the results in Appendix D. Table 3-3 summarizes the qualitative advantages and disadvantages of Alternative 3.

³ "Privatization of Water Services in the United States: An Assessment of Issues and Experience." Committee on Privatization of Water Services in the United States, National Research Council. 2002. Print.

Table 3-3 Advantages and Disadvantages of Alternative 3

Advantages	Disadvantages
<ul style="list-style-type: none"> • Direct control of operation, maintenance, financial and personnel decisions, all in the best interest of the ratepayers. • Flexibility to implement WWTP operational changes • No payment of profit margins or corporate overhead fees • Streamlined resources to service Town systems, operations, maintenance and planning efforts, as well as a long-range vision. This is particularly beneficial for the asset management program. • Elimination of double payment of insurance and risk for onsite assets and vehicles. • Long-term cost saving by investing any cost savings into asset repair and refurbishment projects that extend the life of assets. • Staff sharing with other Town staffs as a team during periods of increased workloads or emergencies. 	<ul style="list-style-type: none"> • Increased workload as the Town would now coordinate all the operation, maintenance and management work at the WWTP • Liability for NPDES permit compliance would shift to the Town. • Increased Town management and supervision responsibility • Increased internal support services impacts for human resources, payroll, benefits, purchasing, etc.

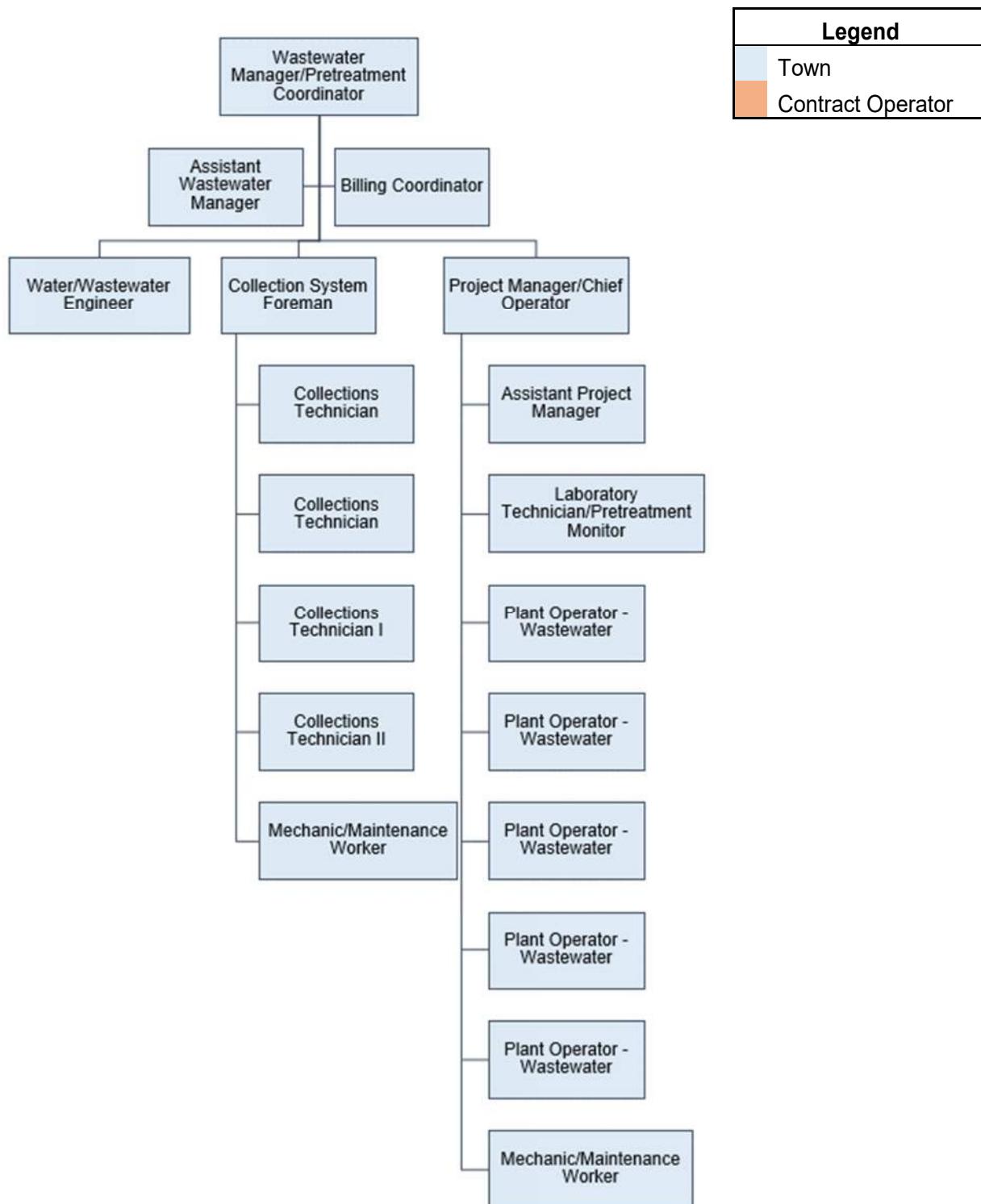


Figure 3-3: Example of Alternative 3 Staffing Plan

3.3 ALTERNATIVE 4 - ASSET SALE TO PRIVATE COMPANY/PARTY

This alternative includes transfer of ownership of all publicly operated treatment works (including WWTP and collection system assets) to a private company (either publicly or privately held).

This is the only option that fully transfers risks and responsibilities of asset ownership, operation, maintenance and replacement to the private sector, but carries risk to the community (as described below for drinking water system) and is considered outdated by industry standards.⁴ In addition, sewer systems (including conveyance and treatment facilities) serving municipalities are rarely owned by private entities in United States. There is a lack of such arrangements in the U.S. probably due to elevated risks of financial and service uncertainties.

Investor-owned *water supply* utilities accounted for 14% total water revenues and 11% of total water system assets in the United States in 1995. Ownership of wastewater utilities is much more limited due to high federal subsidies to municipalities post-World War II and regulatory risk of owning public utilities. In Massachusetts, investor owned water supply and wastewater utilities are subject to economic regulation that oversees rates charged, evaluates infrastructure investments and controls profits. Private operation and management under public ownership (i.e. contract operations) are not subject to this regulation.

Regionally, drinking water enterprises are most likely to use this model, but with varying outcomes. In Nashua, NH, the water system was privately owned from 1852 to 2012 when the City of Nashua purchased all stakeholder shares in the private company, and now operates under a private-public model. This merger was one of the first in its kind to return to a municipally regulated system.

In Massachusetts, the Town of Hingham incorporated a private water company in 1879 and remains an investor-owned utility. The current owner, Aquarion Water Company (“Aquarion”) has been purchased several times and is currently owned by Eversource, a gas and electric utility company. Over the years, Hingham residents have reported water rate increases, and want to regain more control over decision making within their water utility. In New England, Aquarion supplies water to 42 cities and towns throughout Connecticut, New Hampshire, and Massachusetts.⁵ Since July 2013, the Town of Hingham has been in litigation with Aquarion to determine the appropriate value for the Town’s water assets. As of April 2018, costs of the

⁴ National Research Council 2002.

⁵ “Water Company Acquisition Feasibility Study.” Town of Hingham, Massachusetts. Government Committee – Water Company Acquisition Study Committee. Accessed 2 July 2018. Web. <https://www.hingham-ma.gov/475/Water-Company-Acquisition-Feasibility-St>

ongoing litigation had reached over \$1.5 million as the Town continues to assess the feasibility of purchasing the privately-owned assets.⁶

The Town has stated in workshop discussions that public input and control is a priority in maintaining wastewater operations into the future. Therefore, this alternative has been eliminated from additional study at this time.

⁶“Hingham Conversation about Aquarion Purchase Continues.” Accessed 2 July 2018. Web. <http://hingham.wickedlocal.com/news/20180404/hingham-conversation-about-aquarion-purchase-continues>

4 PERFORMANCE AND RISK CONSIDERATIONS

After elimination of the private utility sale alternative, the remaining three alternatives were compared using a series of criteria to assess their advantages and disadvantages. The evaluation matrix includes a review of:

- Division of responsibilities for the operation and maintenance of the wastewater assets
- Costs including labor costs and variable costs
- NPDES permit compliance performance
- Asset management for maintaining proper asset condition
- Integration with Town staff
- Ability to adapt to future conditions

Regardless of the terms of contractual arrangements for operation, the ultimate responsibility for providing wastewater treatment service and for complying with regulatory requirements, ultimately rests with the Town.

4.1 DEVELOPMENT OF EVALUATION CRITERIA

Two workshops were held with the Town staff and Veolia to review staffing, roles, and responsibilities, as well as to obtain feedback on the current performance of operations. Information on the current budgets, vendors, staffing plans, operational procedures, maintenance records and variable costs were collected from both the Town and Veolia.

These meetings resulted in the creation of two evaluation tools utilized for this study, including the Responsibility Matrix and the Performance Score Evaluation. These results were combined to determine risk categories, rated by low, medium and high risk to the Town, to compare across the evaluated alternatives.

4.1.1 Responsibility Matrix

To gather information about the current responsibilities, and to help translate to proposed options, a “RACI Table” was created with the current contract responsibilities. RACI stands for the following categories:

- **Responsible** – role who performs task
- **Accountable** – role who is ultimately accountable and is decision maker
- **Consulted** – entity with valuable information or input necessary to complete the task
- **Informed** – role that needs to know the decision or action

For purposes of this operational evaluation, responsibilities from the current contract were outlined and the stakeholders were identified. At both the Town and Veolia workshops, the responsibilities were reviewed and feedback was gathered on how the current contract could be improved for next time to include clarity for various roles. Based on this feedback, the RACI Tables demonstrate how responsibilities would change for each Alternative discussed.

For example, under the current contract, the contract operator is responsible and held accountable for SCADA monitoring and maintenance at the WWTF. Under Alternative 1, the rule would be the same: contract operator is responsible and accountable for SCADA monitoring and maintenance. For Alternative 2, the duties would be split, as SCADA for the WWTF would fall under contract operator responsibility and accountability, while SCADA for the pump stations falls under Town responsibility and accountability. RACI tables for Alternatives 1 – 3 are included in Appendix B.

4.1.2 Performance Scoring

In the Town Workshops, a performance evaluation was recorded for several major elements of current wastewater management practices including responsibility sharing, communication with stakeholders, level of service and asset management, ability to maintain budgets and capital expenditures, and meeting water quality standards through NPDES permit compliance. The complete listing of performance factors is listed in Table 4-1 below:

Table 4-1: Example Performance Score Elements

#	Key Elements	Town's Rating
1	Contract Compliance	4
2	Regulatory Compliance	1
3	Budget and performance against budget	3
4	Cost containment	3
5	Effluent Quality	1
6	ps & collection operational performance	4
7	Plant operational performance	1
8	WWTP Asset Management Systems: Status & Accomplishments, Plans & Schedule	1
9	PS Asset Management Systems: Status & Accomplishments, Plans & Schedule	4
10	WWTP O&M	1
11	PS O&M	4
12	Systems Development and Implementation	3
13	Usage of Automation & SCADA System	4
14	Maintenance Management Systems (MMS)	1
15	Laboratory Management/Performance (usage of LIMS)	1
16	Current O&M Manual and SOP's	4
17	Solids Handling Program	1
18	Provision of off-site expertise and technical specialist	1
19	Incentives earned, if any	1
20	Awards & Recognitions	1
21	Value Added Contributions	1
22	Interactions with Town Staff: Information sharing, cooperation, initiatives	4
23	Interactions with Customers: Courteous, timely, cooperative	1
24	Participation in facility improvements and upgrades	3
25	Staffing & Organizational support of Special Programs	2
26	Employee Programs: Training, Certifications, Safety & Cross-Training	1
27	Formalized Staff Training Programs with HR records and reviews	1
28	New Hire Orientation and training for consistent usage of SOPs, etc.	1
29	Effective Management of repair and replacement funds	4
30	Systems for energy efficiency and optimal chemical usage	2
31	Usage of energy efficiency and green energy systems	1
32	Effectiveness & reliability of Septage System	2
33	Utility visibility with professional community	1
34	Safety program and Lost Time Accidents	2
	Average Rating	2.1
Key 5 =Requires Upgrade, 4 = Needs Improvement, 3 = Average, 2 =Above Average, 1 = Best		

Based on the Town's rating of performance, grades provided by the Town and Veolia, the O&M performance metrics are generally in the Above Average category. Based on the Town's self-performance assessment results, there are several areas in which the Town would like to improve in the future, if the Town decides to continue with contract operation. These include:

- Transparency in budgeting
- Streamlined capital improvement approval process
- Ability to optimize treatment processes
- Receive more of the septage fees
- Maintain pump stations at a higher level of service

These items were carried forward as priority categories to rate the Town's overall risk in comparing the three alternative scenarios.

4.2 RISK ASSESSMENT

The information gathered through the workshops, and the subsequent development of the Responsibility Matrices and Performance Scoring Sheets, was used to evaluate the relative risk of each alternative studied. The information from these resources were distilled down to 11 primary risk factors based on grouping of similar items with regard to risk evaluation. For example, pump station and treatment plant asset management tracking and/or maintenance had their own categories for performance assessment, but for a high-level risk assessment, these categories were combined into Facility Performance and Asset Condition. Descriptions of risk assessment categories are listed as follows:

- 1 Exposure to Environmental Quality Fines or Lawsuits:** Non-compliance with effluent quality and regulatory permits (NPDES or other) opens the Town to the risk of fines or lawsuits by environmental entities. Therefore, this category assesses potential risk of regulatory non-compliance or worst-case scenario water quality violations. It can be mitigated with performance bonds and/or environmental liability insurance.
- 2 Exposure to Solids Handling and Disposal Fines or Lawsuits:** Similar to water quality compliance, there is risk of fine or lawsuit with non-compliance with solids handling regulations. This category assesses potential risk to non-compliance or worst-case scenario of violation of solids handling. It can be mitigated with performance bonds and/or environmental liability insurance.
- 3 Availability of Talented Workforce:** Since competition for workforce talent is high; availability of filling enough full-time positions may vary depending on market

availability. This alternative held similar risk across all categories as it is felt regionally. It can be mitigated by using outside staffing resources, and cross-training employees from other departments to fulfill needs., which would require bargaining as necessary.

- 4 **Adequately Trained Staff and Quality Performance:** Training and experience of potential candidates may need additional support to fulfill WWTP and Collection System needs. This alternative held similar risk across all categories as it is felt regionally. It can be mitigated by implementing a specific skill needs assessment and subsequent training plan.
- 5 **Lack of Accountability between Collection System and WWTP Staff:** Operations amongst multiple departments has risk of miscommunication if clear structures are not identified. This risk assumes miscommunication and its associated potential damages. It can be mitigated by outlining standard format for daily, weekly and monthly reporting as well as Chain-of-Commands for each operating entity.
- 6 **Facility Performance and Asset Condition:** Category considers level of asset service if maintained by different operating entities. For example, if operating WWTP in “run to failure” mindset, the level of service is different than a reliability-centered maintenance philosophy. It can be mitigated by defining utility level of service goals and setting performance benchmarking metrics for key assets.
- 7 **Acceptable Level of Service and Tracking of Key Asset Management Metrics:** The risk associated with this category depends on the asset level of service, or quality control, to be maintained during the contract operation and how the contract operator is to communicate progress or concerns. This would also be applicable to municipal operation, and how asset condition is being communicated to decision makers. It can be mitigated by building levels of service, or expectations for maintenance, into the contract and setting up regular meetings to address any discrepancies. Current examples of this asset-level tracking include Computer Maintenance Management Software (CMMS) programming and/or regular capital improvement meetings.
- 8 **Energy Efficiency and Resource Optimization:** This category considers power use and delivery, shared service contracts and overall supply purchase/utilization. For single entities using bulk purchasing agreements, product and delivery costs can be cheaper. However, if resources are chosen solely on basis of cost, they may be inefficiently used (e.g. chemical substitutions) or restricted based on price (i.e. not replacing equipment to save power costs, potentially causing safety hazards). It can be mitigated

by developing single asset tracking system to be used by both entities, if needed (i.e. tracking who/how much is being used, to help eliminate waste).

9 Cost Containment and Technical Expertise in Solving Problems Efficiently and Effectively:

Similar to Category 8, if multiple entities are sharing cost resources, there may be competing needs. For the Town, specific technical resources to solve a problem may need to be contracted, while an operations firm may have expertise available in-house. This risk can be mitigated by using on-call services or by training personnel to serve specific needs. While there may be more transparency in a Town operation of budgeting parameters, the ultimate cost savings or management of money may not be guaranteed to be spent effectively depending on the application.

10 Effective Budgeting and Capital Improvement Allocations: Based on past contract

experience, a flexible, transparent budgeting process needs to be in place for effective communication between contract operation firm and the Town to maintain asset's long-term value for providing reliable performance. It can be mitigated by implementing quarterly financial reporting and capturing proactive asset maintenance needs for capital expenditure planning.

11 Stakeholder Collaboration and Responsiveness: Based on past contract experience,

frequent, honest stakeholder communication leads to best results. With the introduction of a new operation firm, there will be a need to put a new system of trust and communication in place. The risk can be mitigated by setting regular check-ins and open lines of communication.

Based on information provided by the performance scores, and workshop discussions with the Town, the results of the risk assessment are summarized in Table 4-2. Alternative 2 had the highest risk rating of the three with a Moderately-High rating, while Alternative 1 and Alternative 3 were the same with Moderate rating.

Table 4-2: Alternatives Risk Assessment

Factor #	Risk Factor	Alternative 1	Alternative 2	Alternative 3
1	Exposure to Environmental Quality Fines or Lawsuits	Low	Moderate	Moderate
2	Exposure to Solids Handling and Disposal Fines or Lawsuits	Moderate	Moderate	High
3	Availability of Talented Workforce	Moderate	Moderate	Moderate
4	Adequately Trained Staff and Quality Performance	Moderate	Moderate	Moderate
5	Lack of Accountability between Collection System and WWTP Staff	Moderate	High	Moderate
6	Facility Performance and Asset Condition	High	High	Moderate
7	Acceptable Level of Service and Tracking of Key Asset Management Metrics	Moderate	High	Moderate
8	Energy Efficiency and Resource Optimization	Low	Moderate	Low
9	Cost Containment and Technical Expertise in Solving Problems Efficiently and Effectively	Moderate	Moderate	Moderate
10	Effective Budgeting and Capital Improvement Allocations	High	High	Moderate
11	Stakeholder Collaboration and Responsiveness	Moderate	High	Low
		<i>High Risk Count</i>	2	5
		<i>Moderate Risk Count</i>	7	6
		<i>Low Risk Count</i>	2	0
		Overall Risk Rating	Moderate	Moderate-High
				Moderate

5 FINANCIAL ANALYSIS

The financial analysis is based on the review of operation and maintenance cost information provided by the Town and interviews with key staff involved with financial aspects of plant related costs. For some costs, where information was not available, vendors were contacted to help develop estimates. The organization of the costs associated with operations and maintenance includes the set of categories listed below:

- Labor (Fixed) Costs: costs associated with maintaining employees including salaries, overtime pay, benefits, retirement, pension obligations, etc.
- Variable Costs:
 - Chemicals: cost of treatment chemicals including transportation costs
 - Energy Costs: costs of electricity, natural gas, and heating fuel oil consumed at the facilities
 - Solids Disposal Costs: costs of transportation, equipment, tipping fees, or other costs associated with disposal of produced solids
 - Spare Parts and Inventory: costs of items purchased for repairs (consumables) and the price per piece of items stocked at the WWTP
- One-Time Fees: short-term costs associated with transitioning between contract operators or from contract operations to self- performed operations.

The cost estimates are presented in a range from low estimated costs to high estimated costs, since precise cost data is not available for many of the cost categories. When the cost information was not available, data from other sources (vendor and/or other municipalities) was used for this analysis.

5.1 LABOR COSTS

Labor costs include indirect and direct labor costs associated with operating the utility. Direct costs include hourly wages for employees between the Town and approximate contract operation firm rates. As shown in Table 5-1, indirect sewer related costs were estimated for the Town of Plymouth using FY 2018 budget reports, provided by the Town. Indirect costs included items such as:

- Interdepartmental costs

- Benefits, including health, dental, and other insurance
- Pension or retirement contributions

**Table 5-1: Summary of Indirect Costs to Town
of Plymouth (baseline, FY 2018)**

Indirect Costs	Sewer
Town Manager	\$ 36,877
Human Resources	\$ 3,466
Town Clerk	\$ 8,750
Finance Director & Accountant	\$ 28,910
Procurement	\$ 3,997
Treasurer & Collector	\$ 15,716
Information Technology	\$ 17,245
DPW Administration	\$ 39,978
Engineering	\$ 20,203
Highway	\$ 21,544
Natural Resources	\$ 89,474
Maintenance - Buildings	\$ 1,618
Maintenance - Fleet	\$ 6,902
Subtotal Departmental	\$ 294,680
Health, Life & Dental Insurance	\$ 35,726
Medicare	\$ 1,505
Deferred Comp.	\$ 147
Retirement	\$ 55,713
Property Insurance	\$ 15,770
Vehicle Insurance	\$ 8,752
General Liability	\$ -
Boiler & Machinery	\$ 1,403
Inland Marine	\$ 1,769
Umbrella Liability	\$ 475
Worker's Compensation Insurance	\$ 4,361
Subtotal Insurance & Expenses	\$ 125,621
Total Indirect Costs	\$ 420,301

For costs to be carried in estimates, a per employee rate of \$33,272 was carried per person, in order to account for future increases to fringe benefits. Each alternative indirect cost was based on the departmental and employee overhead, and adjusted to the staffing plans. For example, the Town indirect overhead rate was applied for all Town employees in the staffing plan, and a reduced indirect rate was applied for all contract operator employees in the staffing plan, as it's assumed indirect overhead would be lower while the direct labor cost would be greater for Contract Operations. Other costs indirectly associated with employees, such as office space

rental, computer hardware, etc. was not considered as a part of this high level financial analysis. Table 5-2 summarizes labor cost for each alternative, and detailed reference sheets are included in Appendix A.

Table 5-2: Estimate of Labor Costs, by Alternative

	Alternative 1: Contract Operation		Alternative 2: Combination Contract/Municipal		Alternative 3: Municipalization	
Full Time Equivalent (FTE) Employees	20		20		19	
Cost of Labor	Low estimate (\$/yr)	High estimate (\$/yr)	Low estimate (\$/yr)	High estimate (\$/yr)	Low estimate (\$/yr)	High estimate (\$/yr)
Indirect Labor	\$ 771,000	\$ 964,000	\$ 778,000	\$ 972,000	\$ 765,000	\$ 956,000
Direct Labor	\$ 1,162,000	\$ 1,427,000	\$ 1,155,000	\$ 1,408,000	\$ 1,197,000	\$ 1,462,000
Labor Total	\$ 1,933,000	\$ 2,391,000	\$ 1,933,000	\$ 2,380,000	\$ 1,962,000	\$ 2,418,000

5.2 VARIABLE COSTS

Variable costs include purchases of consumables and services needed for operation and maintenance of the facilities. Usage is recorded in annual reports, but due to bulk purchasing agreements, Veolia did not provide the unit prices. Therefore, the cost categories summarized in Table 5-3 were based on staff interviews, vendor quotes and other regional studies. Due to the assumption of bulk purchasing discounts, several of the costs are estimated to be lower for Alternative 1 and 2 compared to Alternative 3. Alternative 1 shows the lowest estimated variable costs, and Alternatives 2 and 3 are higher. Table 5-3 below shows a summary of the Variable Costs, and details for each section are included in Appendix A.

Table 5-3: Summary of Variable Cost Alternatives

Cost category	Alternative 1: New Contract Operation		Alternative 2: Combo Contract/Municipal		Alternative 3: Municipalization	
	Low estimate (\$/yr)	High estimate (\$/yr)	Low estimate (\$/yr)	High estimate (\$/yr)	Low estimate (\$/yr)	High estimate (\$/yr)
Energy (Fuel Oil and Electricity)	\$ 539,000	\$ 735,000	\$ 547,000	\$ 740,000	\$ 700,000	\$ 832,000
Chemicals	\$ 354,000	\$ 465,000	\$ 372,000	\$ 489,000	\$ 391,000	\$ 514,000
Laboratory Fees	\$ 21,000	\$ 26,350	\$ 22,000	\$ 31,000	\$ 22,000	\$ 31,000
Preventative and Corrective Maintenance	\$ 363,000	\$ 417,450	\$ 363,000	\$ 435,600	\$ 418,000	\$ 438,900
Solids Disposal	\$ 315,000	\$ 576,000	\$ 315,000	\$ 576,000	\$ 347,000	\$ 634,000
Telecommunications	\$ 15,000	\$ 17,000	\$ 15,000	\$ 17,000	\$ 15,000	\$ 17,000
Variable Total	\$ 1,607,000	\$ 2,237,000	\$ 1,634,000	\$ 2,289,000	\$ 1,893,000	\$ 2,467,000

5.2.1 Chemical Costs

Several chemicals are used at the WWTP and collection system. For the current operations contract, bulk pricing was not provided by Veolia due to proprietary agreements. Vendor quote ranges were obtained for the following chemicals based on current usage.

- Bioxide -hydrogen sulfide reduction and odor control
- Emulsion Polymer - sludge dewatering
- Magnesium Oxide – odor control and pH balance
- Sodium Hypochlorite - chlorination
- Sodium Bisulfite – dechlorination

The unit price ranges obtained were used as the basis of Alternative 3, and adjusted for Alternatives 1 and 2 to assume some cost savings for bulk services agreements. Bioxide chemical use has increased substantially since August 2018, so the usage values reflect the average usage from September 2018 for the year. As stated in Section 3.1, bulk service agreements can typically leverage between 10-40% in cost savings, but for this analysis, a conservative value of 5-10% reduction was used.

5.2.2 Energy Cost

The cost of energy typically includes the cost of electricity, natural gas, and other fuels used to operate process equipment and heat and cool buildings or equipment. Veolia has negotiated with power suppliers to receive a discount range per kWh for the WWTP and five operated pump stations. Table 5-4 below shows the different variable rates for power usage:

Table 5-4: Comparison of Electricity Rates by Service Contract

Power Cost per kWh	Low	High
Current Town of Plymouth Drinking Water Facility Rate	\$0.19	\$0.23
Current Veolia Power Rate	\$0.14	\$0.20

The respective utility rates were carried for the municipal and non-municipal alternatives, but can be adjusted if the Town chooses to renegotiate power consumption agreements.

5.2.3 Solids Disposal Cost

Under the current Operations Contract for the WWTP, Veolia has responsibility to arrange off-site, third party biosolids disposal/reuse. This is currently subcontracted to JP Noonan, and biosolids are typically processed at a Veolia operated incinerator facility in Cranston, RI. There

have been some cases where solids are not being accepted in Cranston, and alternative means of processing solids were required. In these cases, solids were brought to either the Upper Blackstone WWTP or Synagro's Woonsocket, RI facility. For the purposes of this cost estimate, a general rate range was used for both hauling and liquid sludge processing based on historic variations in unit disposal cost.

5.2.4 Preventive and Corrective Maintenance Cost

Based on the current operation of the facility, this cost includes costs to perform preventive and corrective maintenance on facility equipment and structures, excluding labor costs. Because many of these costs occur unexpectedly and intermittently (especially corrective maintenance costs), they are budgeted with the expectation of fluctuation from year to year. The range of costs are based on the most recent three years of record provided by the Town and Veolia.

5.3 COST SUMMARY

Table 5-6 below shows the summary of evaluated costs by alternative, over a low to high range. The total annual costs of the three alternatives are within 10% of each other. Given the planning level accuracy of the cost estimates, the overall cost differentials between the alternatives are relatively small. It should be noted that the costs presented in Table 5-5 are expenses only and revenues from various sources (septage, service fee for satellite treatment facilities, etc.) are excluded.

Table 5-5: Summary of Alternative Cost Projections

Cost category	Existing Contract ¹	Alternative 1: Contract Operation		Alternative 2: Combination Contract/Municipal		Alternative 3: Municipalization	
		Low	High	Low	High	Low	High
Labor Costs							
Indirect Labor	\$ 420,301	\$ 771,000	\$ 964,000	\$ 778,000	\$ 972,000	\$ 765,000	\$ 956,000
Direct Labor	\$ 568,552	\$ 1,162,000	\$ 1,427,000	\$ 1,155,000	\$ 1,408,000	\$ 1,197,000	\$ 1,462,000
Labor Cost Subtotal	\$ 988,853	\$ 1,933,000	\$ 2,391,000	\$ 1,933,000	\$ 2,380,000	\$ 1,962,000	\$ 2,418,000
Variable Costs							
Energy (Fuel Oil and Electricity)		\$ 539,000	\$ 735,000	\$ 547,000	\$ 740,000	\$ 700,000	\$ 832,000
Chemicals		\$ 354,000	\$ 465,000	\$ 372,000	\$ 489,000	\$ 391,000	\$ 514,000
Laboratory Fees		\$ 21,000	\$ 27,000	\$ 22,000	\$ 31,000	\$ 22,000	\$ 31,000
Preventative and Corrective Maintenance	\$ 2,057,460	\$ 363,000	\$ 418,000	\$ 363,000	\$ 436,000	\$ 418,000	\$ 439,000
Solids Disposal		\$ 315,000	\$ 576,000	\$ 315,000	\$ 576,000	\$ 347,000	\$ 634,000
Telecommunications		\$ 15,000	\$ 17,000	\$ 15,000	\$ 17,000	\$ 15,000	\$ 17,000
Variable Cost Subtotal	\$ 2,057,460	\$ 1,607,000	\$ 2,238,000	\$ 1,634,000	\$ 2,289,000	\$ 1,893,000	\$ 2,467,000
Total Annual Expenses	\$ 3,046,313	\$ 3,540,000	\$ 4,629,000	\$ 3,567,000	\$ 4,669,000	\$ 3,855,000	\$ 4,885,000
Current Contract Discount	14%				1%		9%
Percent Increase from Alt. 1							

Notes:

1. Based on Town FY19 Adopted Operating Budget for Sewer Department. Labor Costs calculated from Sewer Budget Operating Personnel Services and Departmental Overhead. Variable Costs is projected Veolia Contract Annual Cost for FY 2021. CIP/Debt Services not included.

5.4 POTENTIAL REVENUE

The sewer revenues independent of the alternatives, such as permit, connection and sewer extension fees, are not included in the analysis. The revenues evaluated for this report are those considered as variables among the alternatives and could potentially offset the cost differences between the Alternatives summarized in Table 5-6. These potential revenues may include the following:

- Operation service fees for the satellite treatment facilities at Plymouth Municipal Airport and Plymouth Public High School;
- Septage receiving fees at the WWTP (variable)

These potential revenue sources could result in the Town receiving additional revenue in the range of \$100,000 - \$150,000 per year for Alternative 3 as shown in Table 5-6 below.

Table 5-6: Potential Revenue Sources for Alt. 3 – Transition to Municipal Operation

Source	Estimated Annual Revenue
Plymouth Airport WWTF Operation*	\$50,000
Plymouth High School WWTF Operation*	\$100,000
Total	\$150,000

*Estimated based on current operating services agreement between the Town and Veolia for Airport and High School only; contract expires at same time as the main WWTF.

5.5 ONE-TIME TRANSITION COSTS

Transition costs are costs incurred over a relatively short-term period associated with a change in responsibility for operations at a facility. Some examples might include:

- Penalties or fees owed to a vendor or service provider as part of contract termination
- Costs to implement new or replacement computer hardware or software
- Costs associated with hiring and training new or replacement staff
- Costs to acquire new or replacement vehicles or equipment
- Costs of initial technical assistance for operation and compliance needs.

The specific costs to be incurred during transition of a facility from contract operations to self-performance will vary according to the terms of the contract. In the case of the Town, the expected timing of any transition would coincide with the expiration of the contract and would therefore avoid any sort of contract termination penalty. Table 5-7 summarizes estimates of the expected one-time transition costs for the Town of Plymouth, including contingency, to be approximately \$760,500.

**Table 5-7: Estimated One-Time Transition Costs
for Alt. 3 – Transition to Municipal**

Category	Approximate Cost
2 Vehicles	\$ 100,000
Operational Software Packages/Computers	\$ 30,000
Hiring Costs (Internal HR)	\$ 70,000
Overlapping Labor Costs*	\$ 215,000
Initial Training/Certifications	\$ 20,000
Consultant Support	\$ 150,000
Subtotal	\$ 585,000
Contingency (30%)	\$ 175,500
Total	\$ 760,500

*Overlapping labor costs are estimated by assuming fully staffed operation crew will be in place three months prior to termination of Veolia contract.

For inclusion of a short-term, transition contract, the estimated contract value is expected to be in the range of costs presented for Alternative 1 annual cost. However, detailed cost estimates cannot be determined until a request for proposal (RFP) process is completed. Town staff hired to June 2021 will offset the level of support needed by the Transition Contract Operator.

6 RECOMMENDATIONS

Alternative 3, municipal operation of the entire wastewater treatment and collection system is recommended based on the following

- Operation service revenues from the Town's satellite treatment facilities and septage revenues could offset the increased expense costs for Alternative 3 and make it comparable or more favorable in terms of cost of service to the Town.
- Financially, Alternative 1 (Contract Operations) currently has the lowest annual cost over the short term when only O&M costs are considered. However, the Alternative 1 costs are artificially low and don't take into consideration:
 - Maintaining the WWTF in the manner necessary to sustain it over the long term;
 - The Town's desire to provide a higher level of service to the community;
 - The Town's asset value erosion due to the prevalent "run-to-fail" operation philosophy by private operators.¹
 - Revenues associated with WWTF operation.
- It is imperative to maintain the service reliability of the Town's wastewater system assets, and their value, to safe guard the Town interests as well as optimal allocation of future investments
- Cost savings can likely be achieved via consolidation of the entire wastewater system operation and management into the Town's processes and systems. These include IT, financial, asset management, human resources and other administrative processes and systems.
- Execution of full turnover from private to public operation takes time. A Transition Contract is recommended for a shorter-term contract operator to help maintain operations during the turnover period.

6.1 NEXT STEPS

Attached in Figure 6-1 is an implementation timeline for the recommended course of action, transition to municipal operation. Key milestones in this plan are:

- Approval for Funding of RFP Process for Transition Contractor

¹ *Proactive maintenance could potentially reduce maintenance cost by 10 to 40 percent by fostering better maintenance, according to McKinsey Global Institute. It also reduces downtime by 50 percent, and lowers equipment and capital investment by 3 to 5 percent by extending machine life.*

- Transition Contract Negotiations
- Transition Contract Turnover Period and Start Date

Based on the current contract expiration in June 2021, the transition planning and execution period is estimated to be about 18 months. To leave sufficient time to prepare transition plans, it is recommended that the Town take immediate action to begin transition planning.



Figure 6-1: Alternative 3 Proposed Transition Timeline

APPENDIX A
Cost Reference Sheets

Line #	Town of Plymouth FY18 Indirect Costs	
	Category	Sewer
1	Town Manager	\$ 36,877
2	Human Resources	\$ 3,466
3	Town Clerk	\$ 8,750
4	Finance Director & Accountant	\$ 28,910
5	Procurement	\$ 3,997
6	Treasurer & Collector	\$ 15,716
7	Information Technology	\$ 17,245
8	DPW Administration	\$ 39,978
9	Engineering	\$ 20,203
10	Highway	\$ 21,544
11	Natural Resources	\$ 89,474
12	Maintenance - Buildings	\$ 1,618
13	Maintenance - Fleet	\$ 6,902
14	Subtotal Departmental	\$ 294,680
15	Health, Life & Dental Insurance	\$ 35,726
16	Medicare	\$ 1,505
17	Deferred Comp.	\$ 147
18	Retirement	\$ 55,713
19	Property Insurance	\$ 15,770
20	Vehicle Insurance	\$ 8,752
21	General Liability	\$ -
22	Boiler & Machinery	\$ 1,403
23	Inland Marine	\$ 1,769
24	Umbrella Liability	\$ 475
25	Worker's Compensation Insurance	\$ 4,361
26	Subtotal Insurance & Expenses	\$ 125,621
27	Total Indirect Costs	\$ 420,301
28	Employee Benefit Total, per year	\$ 97,452
29	Current employee approx. annual indirect cost	\$ 24,363
30	Estimate per Employee for Evaluation Purposes	\$ 33,272

Source: Town provided

Notes:

Employee Benefit Total is insurance, medicare, retirement and Worker's Compensation Insurance.

The Current Employee indirect cost assumes the 4 full-time Sewer Dept. employees

Alternative Indirect Labor Cost Estimate			
	Alt. 1	Alt. 2	Alt. 3
Baseline Departmental Overhead Costs ¹	\$ 322,849	\$ 322,849	\$ 322,849
Labor Indirect Costs - Town Baseline ²	\$ 166,360	\$ 332,720	\$ 632,168
Veolia Estimated Indirect Costs ³	\$ 474,200	\$ 316,100	\$ -
Total	\$ 963,409	\$ 971,669	\$ 955,017

1. Baseline Departmental Costs includes costs to Town Department, not including individual employee benefits.

2. Town baseline value from Town Indirect Cost per Employee multiplied by total Town employees in proposed staffing plan.

3. 95% of Town baseline value from Town Indirect Cost per Employee multiplied by number of Contract Operations Staff in proposed staffing plan.

Alternative 1: Contract Operations Direct Labor Estimate								
Position / Title	I/M/C	Grade	Other Certifications	Schedule	Municipal Grade Equiv.	Low Rate	High Rate	
Wastewater Manager/Pretreatment Coordinator	C-Full	7	NASSCO	Mon - Fri	E4	\$ 32.04	\$ 40.51	
Assistant Wastewater Manager	M-Full	3	NASSCO; Class D Driver's License	Mon - Fri	E6	\$ 37.02	\$ 46.81	
Collection System Foreman	M-OIT	3	CDL - B with Tanker Endorsement; Hydraulics & Hoisting Licesnses; Collection Systems Operator Grade 2	Mon - Fri	OM7	\$ 26.57	\$ 30.66	
Billing Coordinator	N/A	N/A	B.S.	Mon - Fri	A5	\$ 23.12	\$ 29.23	
Water/Wastewater Engineer	N/A	N/A	NASSCO	Mon - Fri	E5	\$ 34.60	\$ 43.75	
Project Manager / Chief Operator	C-Full	6	2A-1C Hydraulic/Hoisting Lic.	Mon - Fri	T7	\$ 50.00	\$ 60.00	
Assistant Project Manager	C-Full	7	Collection Systems Operator - Grade 3; NASSCO	Mon - Fri	#N/A	\$ 40.00	\$ 50.00	
Administrative Assistant	N/A	N/A	N/A	Mon - Fri	C4	\$ 20.00	\$ 25.00	
Laboratory Technician	C-Full	5	CDL - B with Tanker Endorsement	Mon - Fri	#N/A	\$ 20.00	\$ 30.00	
O&M Tech	C-Full	5	CDL - B with Tanker Endorsement	Mon - Fri	#N/A	\$ 25.00	\$ 30.00	
O&M Tech	C-Full	5	CDL - B with Tanker Endorsement	Mon - Fri	#N/A	\$ 25.00	\$ 30.00	
O&M Tech	C-Full	5		Tue - Sat	#N/A	\$ 25.00	\$ 30.00	
O&M Tech	C-Full	5	CDL - A (Minimum CDL-B); Plymouth South HS Plant	Sun - Thurs	#N/A	\$ 25.00	\$ 30.00	
O&M Tech (IPP)	C-OIT	5	Industrial Pretreatment Program; Assistant Plymouth South HS Plant	Mon - Fri	#N/A	\$ 25.00	\$ 30.00	
Collections Technician I	N/A	N/A	CDL - B with Tanker Endorsement; Collections Tech I (Vol. Cert.); 2A-1C Hydraulics & Hoisting Licenses	Mon - Fri	OM6	\$ 25.00	\$ 30.00	
Collections Technician	PROPOSED			Mon - Fri	OM6	\$ 25.00	\$ 30.00	
Collections Technician	OPEN	N/A	CDL - B with Tanker Endorsement	Mon - Fri	OM6	\$ 25.00	\$ 30.00	
Maintenance Technician	M-Full	4	MA Electrical License; Collection Systems Operator - Grade 1; 2A-1C Hoisting/Hydraulics	Mon - Fri	#N/A	\$ 25.00	\$ 30.00	
Maintenance Technician	PROPOSED			Mon - Fri	#N/A	\$ 25.00	\$ 30.00	
Collections Technician II	M-Full	4	CDL - B ; Hydraulics & Hoisting Licesnses; Collection Systems Op 1 or 2	Mon - Fri	OM6	\$ 25.00	\$ 30.00	
							Annual Total	\$ 1,162,000
								\$ 1,427,000

Alternative 2: Split Operations Direct Labor Estimates

Position / Title	I/M/C	Grade	Other Certifications	Schedule	Municipal Grade Equiv.	Low Rate	High Rate
Wastewater Manager/Pretreatment Coordinator	C-Full	7	NASSCO	Mon - Fri	E4	\$ 32.04	\$ 40.51
Assistant Wastewater Manager	C-Full	7	NASSCO	Mon - Fri	E6	\$ 37.02	\$ 46.81
Collection System Foreman	M-OIT	3	CDL - B with Tanker Endorsement; Hydraulics & Hoisting Licesnses; Collection Systems Operator Grade 2	Mon - Fri	OM7	\$ 26.57	\$ 30.66
Billing Coordinator	N/A	N/A	N/A	Mon - Fri	A5	\$ 23.12	\$ 29.23
Water/Wastewater Engineer	N/A	N/A	NASSCO	Mon - Fri	E5	\$ 34.60	\$ 43.75
Project Manager / Chief Operator	C-Full	6	2A-1C Hydraulic/Hoisting Lic.	Mon - Fri	T7	\$ 50.00	\$ 60.00
Assistant Project Manager	C-Full	7	Collection Systems Operator - Grade 3; NASSCO	Mon - Fri	#N/A	\$ 40.00	\$ 50.00
Administrative Assistant	N/A	N/A	N/A	Mon - Fri	#N/A	\$ 20.00	\$ 25.00
Laboratory Technician	C-Full	5	CDL - B with Tanker Endorsement	Mon - Fri	#N/A	\$ 20.00	\$ 30.00
O&M Tech	C-Full	5	CDL - B with Tanker Endorsement	Mon - Fri	#N/A	\$ 25.00	\$ 30.00
O&M Tech	C-Full	5	CDL - B with Tanker Endorsement	Mon - Fri	#N/A	\$ 25.00	\$ 30.00
O&M Tech	C-Full	5		Tue - Sat	#N/A	\$ 25.00	\$ 30.00
O&M Tech	C-Full	5	CDL - A (Minimum CDL-B); Plymouth South HS Plant	Sun - Thurs	#N/A	\$ 25.00	\$ 30.00
O&M Tech (IPP)	C-OIT	5	Industrial Pretreatment Program; Assistant Plymouth South HS Plant	Mon - Fri	#N/A	\$ 25.00	\$ 30.00
Maintenance Technician	N/A	N/A	CDL - B with Tanker Endorsement; Collections Tech I (Vol. Cert.); 2A-1C Hydraulics & Hoisting Licenses	Mon - Fri	#N/A	\$ 25.00	\$ 30.00
Collections Technician I	PROPOSED			Mon - Fri	OM6	\$ 24.72	\$ 28.52
Collections Technician	OPEN	N/A	CDL - B with Tanker Endorsement	Mon - Fri	OM6	\$ 24.72	\$ 28.52
Collections Technician	M-Full	4	MA Electrical License; Collection Systems Operator - Grade 1; 2A-1C Hoisting/Hydraulics	Mon - Fri	OM6	\$ 24.72	\$ 28.52
Mechanic/Maintenance Worker	PROPOSED			Mon - Fri	OM5	\$ 22.90	\$ 26.41
Collections Technician II	M-Full	4	CDL - B ; Hydraulics & Hoisting Licesnses; Collection Systems Op 1 or 2	Mon - Fri	OM6	\$ 24.72	\$ 28.52
Annual Total						\$ 1,155,000	\$ 1,408,000

Alternative 3: Municipalization Direct Labor Estimate

Position / Title	I/M/C	Grade	Other Certifications	Schedule	Municipal Grade Equiv.	Low Rate	High Rate
Wastewater Manager/Pretreatment Coordinator	C-Full	7	NASSCO	Mon - Fri	E4	\$ 32.04	\$ 40.51
Assistant Wastewater Manager	C-Full	7	NASSCO	Mon - Fri	OM6	\$ 24.72	\$ 28.52
Collection System Foreman	M-OIT	3	CDL - B with Tanker Endorsement; Hydraulics & Hoisting Licenses; Collection Systems Operator Grade 2	Mon - Fri	OM7	\$ 26.57	\$ 30.66
Billing Coordinator	N/A	N/A	N/A	Mon - Fri	A5	\$ 24.72	\$ 28.52
Water/Wastewater Engineer	N/A	N/A	NASSCO	Mon - Fri	E5	\$ 34.60	\$ 43.75
Project Manager/Chief Operator	C-Full	6		Mon - Fri	E6	\$ 37.02	\$ 46.81
Assistant Plant Operator - Wastev	C-Full	5	CDL - B with Tanker Endorsement	Mon - Fri	OM6	\$ 24.72	\$ 28.52
Laboratory Technician	C-Full	5	CDL - B with Tanker Endorsement	Mon - Fri	OM6	\$ 24.72	\$ 28.52
Plant Operator - Wastewater	C-Full	5		Mon - Fri	E6	\$ 37.02	\$ 46.81
Plant Operator - Wastewater	C-Full	5		Mon - Fri	E6	\$ 37.02	\$ 46.81
Plant Operator - Wastewater	C-Full	5		Mon - Fri	E6	\$ 37.02	\$ 46.81
Plant Operator - Wastewater	C-Full	5		Tue - Sat	E6	\$ 37.02	\$ 46.81
Laboratory Technician/Pretreatment Monitor	C-Full	5	Class C Driver's license; B.S.	Sun - Thurs	T3	\$ 25.20	\$ 31.86
Collections Technician	N/A	N/A		Mon - Fri	OM6	\$ 24.72	\$ 28.52
Collections Technician I	PROPOSED		CDL - B with Tanker Endorsement	Mon - Fri	OM6	\$ 24.72	\$ 28.52
Collections Technician	OPEN	N/A	CDL - B with Tanker Endorsement	Mon - Fri	OM6	\$ 24.72	\$ 28.52
Mechanic/Maintenance Worker	M-Full	4	MA Electrical License; Collection Systems Operator - Grade 1	Mon - Fri	E6	\$ 37.02	\$ 46.81
Mechanic/Maintenance Worker	PROPOSED			Mon - Fri	E6	\$ 37.02	\$ 46.81
Collections Technician II	M-Full	4	CDL - B ; Hydraulics & Hoisting Licenses	Mon - Fri	OM6	\$ 24.72	\$ 28.52
						Annual Total	\$ 1,196,645
						\$ 1,461,429	

Contract Operator Labor Rate References				
Position Title	Location	Min. Grade Req.	Hourly Range	
			Low	High
Project Manager / Chief Operator	<i>Exact Unknown</i>	6C	\$ 50.00	\$ 60.00
Assistant Project Manager	<i>Exact Unknown</i>	5M	\$ 40.00	\$ 50.00
Regional Process Director	<i>Exact Unknown</i>	N/A	\$ 50.00	\$ 70.00
Collection System Foreman	<i>Exact Unknown</i>	N/A	\$ 25.00	\$ 45.00
Administrative Assistant	<i>Exact Unknown</i>	N/A	\$ 20.00	\$ 25.00
Laboratory Technician	<i>Exact Unknown</i>	N/A	\$ 20.00	\$ 30.00
Collections Technician I	<i>Exact Unknown</i>	N/A	\$ 25.00	\$ 30.00
Collections Technician	<i>Exact Unknown</i>	N/A	\$ 25.00	\$ 30.00
Maintenance Technician	<i>Exact Unknown</i>	N/A	\$ 25.00	\$ 30.00
Collections Technician II	<i>Exact Unknown</i>	N/A	\$ 25.00	\$ 30.00
O&M Tech	<i>Exact Unknown</i>	5M	\$ 25.00	\$ 30.00
O&M Tech (IPP)	<i>Exact Unknown</i>	5M	\$ 25.00	\$ 30.00

Sources:

Veolia Careers Portal, Accessed 28 June 2018.

https://veolia.taleo.net/careersection/extexp/jobsearch.ftl?lang=en&back_param=7

MWPCA Job hotline. Accessed 28 June 2018. http://www.mwPCA.org/job_hotline

Town Labor Rate Reference			
Position / Title	Town Pay Grade	Low Rate	High Rate
Billing Coordinator	A5	\$ 23.12	\$ 29.23
Administrative Secretary	C4	\$ 20.05	\$ 23.16
Assistant Plant Operator - Wastewater	OM6	\$ 24.72	\$ 28.52
Collection System Foreman	OM7	\$ 26.57	\$ 30.66
* Collections Technician	OM6	\$ 24.72	\$ 28.52
* Collections Technician I	OM6	\$ 24.72	\$ 28.52
* Collections Technician II	OM6	\$ 24.72	\$ 28.52
Mechanic/Maintenance Worker	OM5	\$ 22.90	\$ 26.41
Plant Operator - Wastewater	OM7	\$ 25.80	\$ 29.80
Laboratory Technician/Pretreatment Mo	T3	\$ 25.20	\$ 31.86
* Project Manager / Chief Operator	T7	\$ 28.18	\$ 31.90
Assistant Wastewater Manager	E6	\$ 37.02	\$ 46.81
Wastewater Manager/Pretreatment Coordinator	E4	\$ 32.04	\$ 40.51
Water/Wastewater Engineer	E5	\$ 34.60	\$ 43.75

Source:

Town of Plymouth Rate Sheets, dated 2017

*Town Job Descriptions need to be developed

Solids Disposal Cost Estimates							
Waste Stream	Average ¹	Unit	Low Price	High Price	Subtotal Low	Subtotal High	Supplier
Total WAS Flow	21,469,823	gallons					
Septage Received	24,247,993	gallons					
Thickened Sludge Hauling	568	each haul ²	\$ 123.00	\$ 150.00	\$ 69,905	\$ 85,250	JP Noonan ³
Tipping Fee for Thickened Liquid Sludge	4,899,479	gallons	\$ 0.05	\$ 0.10	\$ 244,974	\$ 489,948	Cranston, RI Incinerator ³
				Solids Disposal Subtotal	\$ 314,879	\$ 575,198	

1. Average calculated from last three years of data (FY15-FY17)

2. Each haul has approximately 8,621 gallons per haul (1, 153 cf/haul)

3. Data provided from recent internal regional market study for hauling and tipping rates at waste processing facilities.

Laboratory Service Cost Estimate								
Parameter	Frequency (per year)		Laboratories ¹			Low Range	High Range	
	Scheduling	#	New England Lab	Microbac	EnviroTech			
Biological Oxygen Demand	3/week	156	\$ 30.00	\$ 20.00	\$ 30.00	\$ 3,120	\$ 4,680	
Total Suspended Solids	3/week	156	\$ 13.00	\$ 12.00	\$ 15.00	\$ 1,872	\$ 2,340	
Fecal Coliform	3/week	156	\$ 28.00	\$ 20.00	\$ 20.00	\$ 3,120	\$ 4,368	
Total Dissolved Solids	2/month	24	\$ 12.00	\$ 12.00	\$ 15.00	\$ 288	\$ 360	
Orthophosphate	2/month	24	\$ 16.00	\$ 20.00	\$ 17.00	\$ 384	\$ 480	
Total Phosphorus	2/month	24	\$ 16.00	\$ 18.00	\$ 20.00	\$ 384	\$ 480	
Total Nitrogen	1/week	52	\$ 60.00	\$ 35.00	\$ 60.00	\$ 1,820	\$ 3,120	
Total Solids	1/week	52	\$ 12.00	\$ 12.00	\$ 15.00	\$ 624	\$ 780	
Oil & Grease	2/month	24	\$ 70.00	\$ 45.00	\$ 35.00	\$ 840	\$ 1,680	
VOC's	Quarterly	4	\$ 75.00	\$ 100.00	\$ 110.00	\$ 300	\$ 440	
Sodium	2/month	24	\$ 20.00	\$ 10.00	\$ 15.00	\$ 240	\$ 480	
Chloride	2/month	24	\$ 18.00	\$ 14.00	\$ 15.00	\$ 336	\$ 432	
Copper	1/month	12	\$ 20.00	\$ 10.00	\$ 15.00	\$ 120	\$ 240	
Boron	1/month	12	\$ 20.00	\$ 10.00	\$ 15.00	\$ 120	\$ 240	
Whole Effluent Toxicity	Quarterly	4	\$ 2,150.00	\$ 2,500.00	\$ 1,980.00	\$ 7,920	\$ 10,000	
						Laboratory Subtotal	\$ 21,488	\$ 30,120

1. Quotes received from vendors directly for unit parameters at left.

Current Operations Preventative and Corrective Maintenance Costs			
CMMS Category	FY 16	FY 17	FY 18
Number of Work Orders	1,355	1,490	1,574
Hours spent on Work Orders	3,615	3,597	4,067
Total Labor Cost ¹	\$ 115,262	\$ 113,249	\$ 128,470
Total Parts and Inventory Cost ²	\$ 321,645	\$ 423,696	\$ 343,547
Total Cost	\$ 436,907	\$ 536,945	\$ 472,016
Average Parts and Inventory Cost	\$ 362,962		

Source: Veolia Computerized Maintenance Management System (CMMS)

1. This labor value is included in Veolia standard contract, so this information was excluded from direct labor estimates.

2. Total parts and inventory costs were averaged over the last three years (FY16-FY18) to estimate the Preventative and Corrective Maintenance costs.

APPENDIX B
Alternative Responsibility Matrices

		Town Management	DPW Director/Assistant Director	Water and Sewer Engineer	Sewer Manager/Assistant Manager	Future Contract Operator
1	Plant Operation and Maintenance	A	I	C	R	
2	Pump Station Operation and Maintenance	A	I	C	R	
3	Administrative and Technical Support Services	CI	C	A	RA	
4	Industrial Pretreatment Program	I	I	C	C	RA
5	Sampling and Laboratory Testing/QAQC Program	I	C	C	RA	
6	SCADA Monitoring and Maintenance	I	C	C	RA	
7	Solids Management	I	C	A	RA	
8	Odor Control Management	I	C	C	RA	
9	NPDES Compliance	I	C	A	A	RA
10	Non-Compliance (Fines, Regulatory Penalties, etc.)	I	C	A	A	RA
11	Preventative, Predictive and Corrective Maintenance	I	C	C	RA	
12	Capital Repairs and Replacement (Clear Threshold Value)	I	C	A	RA	
13	Capital Repairs and Replacement (above \$100k)	I	C	C	RA	A
14	Annual Reporting (Performance evaluation)	I	I	I	C	RA
15	Budgets (1-year and 5-year)	I	C	C	C	RA
16	Performance and Labor Materials Payment Bonds	I	A	C	I	R
17	Disposal of Equipment	I	I	C	C	RA
18	Staffing Plan & Training	I	I	C	C	RA
19	Access to Facility and Records	I	I	C	C	RA
20	Customer Service	I	A	A	RA	RA
21	Vehicle Maintenance	I	C	A	R	
22	Contract System Easements and Tax-exempt Certificates	A	R			I
23	Insurance	A	I		I	R
24	Performance Bond	I	I		A	R
25	Change Orders	I	A	C	A	R
26	Default and Termination	R	R	A	A	R
27	Sewer Rate Setting and Adjustment	C	R	A	C	I
28	Sewer Billing and Collection of Fees	C	R	A	A	I
29	Sewer Use Ordinance and Bylaws (Creation and Revision)	I	I	A	R	C

KEY	
R	Responsible
A	Accountable
C	Consulted
I	Informed
Town of Plymouth	
Contract Operator	

Depends on what the non-compliance is; gray area

		Town Management	DPW Director/Assistant Director	Water and Sewer Engineer	Sewer Manager/Assistant Manager	Future Contract Operator
1	Plant Operation and Maintenance	<i>I</i>	C	C	RA	
2	Pump Station Operation and Maintenance	<i>I</i>	C	RA	C	
3	Administrative and Technical Support Services	<i>CI</i>	C	RA	RA	
4	Industrial Pretreatment Program	<i>I</i>	<i>I</i>	C	C	RA
5	Sampling and Laboratory Testing/QAQC Program	<i>I</i>	C	C	RA	
6	SCADA Monitoring and Maintenance	<i>I</i>	C	RA	RA	
7	Solids Management	<i>I</i>	C	A	RA	
8	Odor Control Management	<i>I</i>	C	RA	RA	
9	NPDES Compliance	<i>I</i>	C	A	A	RA
10	Non-Compliance (Fines, Regulatory Penalties, etc.)	<i>I</i>	C	A	A	RA
11	Preventative, Predictive and Corrective Maintenance	<i>I</i>	C	RA	RA	
12	Capital Repairs and Replacement (Clear Threshold Value)	<i>I</i>	C	RA	RA	
13	Capital Repairs and Replacement (above \$100k)	<i>I</i>	C	RA	A	
14	Annual Reporting (Performance evaluation)	<i>I</i>	<i>I</i>	<i>I</i>	RA	RA
15	Budgets (1-year and 5-year)	<i>I</i>	C	C	RA	RA
16	Performance and Labor Materials Payment Bonds	<i>I</i>	A	C	<i>I</i>	R
17	Disposal of Equipment		<i>I</i>	C	RA	RA
18	Staffing Plan & Training	<i>I</i>	<i>I</i>	C	RA	RA
19	Access to Facility and Records	<i>I</i>	<i>I</i>	C	RA	RA
20	Customer Service	<i>I</i>	A	A	RA	RA
21	Vehicle Maintenance		<i>I</i>	C	RA	R
22	Contract System Easements and Tax-exempt Certificates	A	R	C	C	<i>I</i>
23	Insurance	A	<i>I</i>		RA	RA
24	Performance Bond	<i>I</i>	<i>I</i>		A	R
25	Change Orders	<i>I</i>	A	C	A	R
26	Default and Termination	R	R	A	A	R
27	Sewer Rate Setting and Adjustment	C	R	A	C	<i>I</i>
28	Sewer Billing and Collection of Fees	C	R	A	A	<i>I</i>
29	Sewer Use Ordinance and Bylaws (Creation and Revision)	<i>I</i>	<i>I</i>	A	R	C

KEY	
R	Responsible
A	Accountable
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I	Informed
Town of Plymouth	
Contract Operator	

	Plant Operation and Maintenance	Pump Station Operation and Maintenance	Administrative and Technical Support Services	Industrial Pretreatment Program	Sampling and Laboratory Testing/QAQC Program	SCADA Monitoring and Maintenance	Solids Management	Odor Control Management	NPDES Compliance	Non-Compliance (Fines, Regulatory Penalties, etc.)	Preventative, Predictive and Corrective Maintenance	Capital Repairs and Replacement (Clear Threshold Value)	Capital Repairs and Replacement (above \$100k)	Annual Reporting (Performance evaluation)	Budgets (1-year and 5-year)	Performance and Labor Materials Payment Bonds	Disposal of Equipment	Staffing Plan & Training	Access to Facility and Records	Customer Service	Vehicle Maintenance	Contract System Easements and Tax-exempt Certificates	Insurance	Performance Bond	Change Orders	Default and Termination	Sewer Rate Setting and Adjustment	Sewer Billing and Collection of Fees	Sewer Use Ordinance and Bylaws (Creation and Revision)	Town Management	DPW Director/Assistant Director	Water and Sewer Engineer	Sewer Manager/Assistant Manager	Future Contract Operator
1	I	C	A	R																														
2	I	C	A	R																														
3	I	C	A	R																														
4	I	C	A	R																														
5	I	C	A	R																														
6	I	C	A	R																														
7	I	C	A	R																														
8	I	C	A	R																														
9	I	C	A	R																														
10	I	C	A	R																														
11	I	C	A	R																														
12	I	C	A	R																														
13	I	C	A	R																														
14	I	C	A	R																														
15	I	C	A	R																														
16	I	C	A	R																														
17	I	C	A	R																														
18	I	C	A	R																														
19	I	C	A	R																														
20	I	C	A	R																														
21	I	C	A	R																														
22	I	C	A	R																														
23																																		
24																																		
25																																		
26																																		
27	C	R	A	C																														
28	C	R	A	A																														
29	I	I	A	R																														

KEY

R	Responsible
A	Accountable
C	Consulted
I	Informed
Town of Plymouth	
Contract Operator	

APPENDIX C
Community Staffing Plan Comparison

Staffing Plan Comparison across Various Communities					
	Plymouth, MA	Community 1	Community 2	Community 3	Community 4
Number of Employees by Category					
Management	3	2	2	1	2
Supervisors	2	1	2	1	2
Collections	3	1	1	3	3
Wastewater Operators	3	3	6	2.5	6.5
Maintenance	2	2	4	3	0.5
Financial/Billing	1	2	1	1	1.5
GIS Support/Mapping	1	0	N/A	N/A	0.5
Laboratory	1	1	1.5	0.5	1
Seasonal Staff	0	1	1	0	1
Total Full Time Staff	16	13	11	12	18
Staffing Type	5 Municipal/11 Private	3 Municipal/9 Private	Municipal	Municipal	Municipal
Collection System					
Pipeline	60 miles	40 miles	56 miles	72 miles	91 miles
Forcemain	15 miles	5 miles	3.75 miles	4 miles	20 miles
Pump Stations	7	7	10	19	45
Manholes	1500	over 700	3,500	880	3,000
Other Items	Preliminary Treatment Pump Station separate from WWTP; Industrial Pretreatment Program	Low-Pressure Pump Stations (approximately 100 grinder pumps)	50 Grinder Pumps, 2 Industrial users	6 Industrial users; privately- owned grinder pumps	Industrial Pretreatment Program
WWTP					
Treatment Type	SBR	Secondary	Conventional Activated Sludge	Extended Aeration	Extended aeration MLE
Capacity	3 MGD	3 MGD	5.6 MGD	6 MGD	1.5 MGD
Year Built	2002	1978	1979	1951	1972
Sewered Population	19,000	15,000 seasonal 10,500 year-round	18,000	6,000	6,000
Discharge	SW/GW	SW	SW	SW	SW
SCADA/GIS	Yes/Yes	Yes/Yes	No/NA	Yes/NA	Yes/Yes
Sludge Disposal Method	Hauled; Incinerated	Hauled; Incinerated	Landfill or incinerator	Hauling and incineration	Hauled; Incinerated

ARTICLE 16

ARTICLE16: To see if the Town will vote to amend the General Bylaws by adding a new Ch. 159, Stormwater Pollution Abatement, as set forth below:

§ 159-1 Purpose.

Increased and contaminated Stormwater runoff is a major cause of impairment of water quality and flows in lakes, ponds, streams, rivers, wetlands and groundwater; contamination of drinking water supplies; alteration or destruction of aquatic and wildlife habitat; and flooding.

Regulation of illicit connections and discharges to the municipal storm drain system and watercourses is necessary for the protection of the Town of Plymouth's water bodies and groundwater, and to safeguard the public health, safety, welfare, and the environment.

The objectives of this by-law are:

1. to prevent pollutants from entering the Town of Plymouth municipal separate storm sewer system(MS4) or watercourses;
2. to prohibit illicit connections and unauthorized discharges to the MS4 and watercourses;
3. to comply with state and federal statutes and regulations relating to Stormwater discharges; and
4. to establish the legal authority to ensure compliance with the provisions of this by-law through inspection, monitoring, and enforcement through the Department of Public Works Engineering Division.

§ 159-2 Definitions.

For the purposes of this by-law, the following shall mean:

AUTHORIZED ENFORCEMENT AGENCY: The Plymouth Department of Public Works, its employees or any agents designated by the Plymouth Department of Public Works to enforce this by-law.

CLEAN WATER ACT: The Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) as hereafter amended.

DISCHARGE OF POLLUTANTS: The addition from any source of any pollutant or combination of pollutants into the municipal storm drain system or into the waters of the United States or Commonwealth from any source.

GROUNDWATER: Water beneath the surface of the ground.

ILLICIT CONNECTION: A surface or subsurface drain or conveyance, which allows an illicit discharge into the municipal storm drain system or a watercourse, including without limitation sewage, process wastewater, or wash water and any connections from indoor drains, sinks, or toilets, regardless of whether said connection was previously allowed, permitted, or approved before the effective date of this by-law

ILLICIT DISCHARGE: Direct or indirect discharge to the municipal storm drain system or a watercourse that is not composed entirely of Stormwater, except as exempted in Section 3 of this by-law.

IMPERVIOUS SURFACE: Any material or structure on or above the ground that prevents water from infiltrating the underlying soil. The term impervious surface includes without limitation roads, paved parking lots, sidewalks, and rooftops.

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) or MUNICIPAL STORM DRAIN SYSTEM: The system of conveyances designed or used for collecting or conveying Stormwater, including any road with a drainage system, street, gutter, curb, inlet, piped storm drain, pumping facility, retention or detention basin, natural or man-made or altered drainage channel, reservoir, and other drainage structure that together comprise the storm drainage system owned or operated by the Town of Plymouth.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORM WATER DISCHARGE PERMIT: A permit issued by the United States Environmental Protection Agency or jointly with the State that authorizes the discharge of pollutants to waters of the United States.

NON-STORMWATER DISCHARGE: Discharge to the municipal storm drain system not composed entirely of Stormwater.

PERSON: An individual, partnership, association, firm, company, trust, corporation, agency, authority, department or political subdivision of the Commonwealth or the federal government, to the extent permitted by law, and any officer, employee, or agent of such person.

POLLUTANT: Any element or property of sewage, agricultural, industrial or commercial waste, runoff, leachate, heated effluent, or other matter whether originating at a point or nonpoint source, that is or may be introduced into any sewage treatment works or waters of the Commonwealth. Pollutants shall include without limitation:

- (1) paints, varnishes, and solvents;
- (2) oil and other automotive fluids;
- (3) non-hazardous liquid and solid wastes and yard wastes;
- (4) refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordnances, accumulations, and floatables;
- (5) pesticides, herbicides, and fertilizers;
- (6) hazardous materials and wastes; sewage, fecal coliform, and pathogens;
- (7) dissolved and particulate metals;
- (8) animal wastes;
- (9) rock, sand, salt, soils;
- (10) construction wastes and residues; and
- (11) noxious or offensive matter of any kind.

PROCESS WASTEWATER: Water which, during manufacturing or processing, comes into direct contact with or results from the production or use of any material, intermediate product, finished product, or waste product.

STORMWATER: Runoff from precipitation or snow melt, and surface water runoff and drainage which does not contain pollutants or wastewater.

SURFACE WATER DISCHARGE PERMIT. A permit issued by the Department of Environmental Protection (DEP) pursuant to 314 CMR 3.00 that authorizes the discharge of pollutants to waters of the Commonwealth of Massachusetts.

TOXIC OR HAZARDOUS MATERIAL or WASTE: Any material, which because of its quantity, concentration, chemical, corrosive, flammable, reactive, toxic, infectious or radioactive characteristics, either separately or in combination with any substance or substances, constitutes a present or potential threat to human health, safety, welfare, or to the environment. Toxic or hazardous materials include any synthetic organic chemical, petroleum product, heavy metal, radioactive or infectious waste, acid and alkali, and any substance defined as Toxic or Hazardous under G.L. Ch.21C and Ch.21E, and the regulations at 310 CMR 30.000 and 310 CMR 40.0000.

WATERCOURSE: A natural or man-made channel through which water flows or a stream of water, including a river, brook or underground stream.

WATERS OF THE COMMONWEALTH: All waters within the jurisdiction of the Commonwealth, including, without limitation, rivers, streams, lakes, ponds, springs, impoundments, estuaries, wetlands, coastal waters, and groundwater.

WASTEWATER: Any sanitary waste, sludge, or septic tank or cesspool overflow, and water that during manufacturing, cleaning or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, byproduct or waste product.

§ 159-3 Applicability.

This by-law shall apply to all liquid and other matters entering the municipal storm drain system or going, directly or indirectly, into a watercourse or waters of the Commonwealth, that will be generated on any developed or undeveloped lands except as explicitly exempted in this by-law.

§159-4 Prohibited Activities and Exemptions.

- A. Illicit Discharges. No person shall dump, discharge, spill, cause or allow to be discharged any pollutant or non-Stormwater discharge into the municipal separate storm sewer system (MS4), onto an impervious surface directly connected to the MS4, or directly or indirectly, into a watercourse or waters of the Commonwealth.
- B. Illicit connections. No person shall construct, use, allow, maintain or continue any illicit connection to the municipal storm drain system, regardless of whether the connection was permissible under applicable law, regulation or custom at the time of connection.
- C. Obstruction of the municipal storm drain system. No person shall obstruct or interfere with the normal flow of Stormwater into or out of the municipal storm drain system without prior consent from the Authorized Enforcement Agency.
- D. Exemptions.
 - (1) Discharge or flow resulting from fire-fighting activities;
 - (2) The following non-Stormwater discharges or flows are exempt from the prohibitions of non-Stormwater provided that the source is not a significant contributor of a pollutant to the municipal storm drain system or, directly or indirectly, to a watercourse or waters of the Commonwealth:
 - a. Waterline flushing;
 - b. Flow from potable water sources;
 - c. Springs;
 - d. Natural flow from riparian habitats and wetlands;
 - e. Diverted stream flow;
 - f. Rising groundwater;
 - g. Uncontaminated groundwater infiltration as defined in 40 CFR 35.2005(20), or uncontaminated pumped groundwater (e.g. sump pump), provided that where a pump intake exists inside a structure, the operator seeks a permit from the Authorized Enforcement Agency prior to discharge and thereafter discharges in accordance with the requirements of the permit and applicable laws and regulations to be issued by the Authorized Enforcement Agency;

- h. Water from exterior foundation drains, footing drains (not including active groundwater dewatering systems-separate discharge permit required), crawl space pumps, or air-conditioning condensation;
- i. Discharge from dechlorinated swimming pool water (less than one ppm chlorine) provided the water is allowed to stand for one week prior to draining and the pool is drained in such a way as not to cause a nuisance;
- j. Discharge from street sweeping;
- k. Dye testing provided verbal notification is given to the Authorized Enforcement Agency prior to the time of the test;
- l. Non-Stormwater discharge permitted under an NPDES permit (including the latest The Dewatering General Permit and Construction General Permit for the Commonwealth of Massachusetts), waiver, or waste discharge order administered under the authority of the United States Environmental Protection Agency, provided that the discharge is in full compliance with the requirements of the permit, waiver, or order and applicable laws and regulations, and that a copy of such permit is provided to the Town at least seven (7) workdays prior to the discharge; and
- m. Discharge for which advanced written approval is received from the Authorized Enforcement Agency as necessary to protect public health, safety, welfare or the environment.

§ 159-5 Emergency Suspension of Storm Drainage System Access.

The Authorized Enforcement Agency may suspend municipal storm drain system access to any person or property without prior written notice when such suspension is necessary to stop an actual or threatened discharge of pollutants that presents an imminent risk of harm to the public health, safety, welfare or the environment. In the event any person fails to comply with an emergency suspension order, the Authorized Enforcement Agency may take all reasonable steps to prevent or minimize harm to the public health, safety, welfare or the environment.

§ 159-6 Notification of Spills.

Notwithstanding other requirements of local, state or federal law, as soon as a person responsible for a facility or operation, or responsible for emergency response for a facility or operation, has information of or suspects a release of materials at that facility or operation resulting in or which may result in discharge of pollutants to the municipal drainage system or waters of the Commonwealth, the person shall take all necessary steps to ensure containment and cleanup of the release. In the event of a release of oil or hazardous materials, the person shall immediately notify the Municipal Fire and Police Departments. In the event of a release of nonhazardous material, the reporting person shall notify the Authorized Enforcement Agency no later than the next business day. The reporting person shall provide written confirmation of all telephone, facsimile or in-person notifications within three business days thereafter. If the discharge of prohibited materials is from a commercial or industrial facility, the facility owner or operator of the facility shall retain on-site a written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

§159-7 Enforcement.

The Authorized Enforcement Agency shall enforce this by-law, and any associated regulations, orders, violation notices, and enforcement orders and may pursue all civil and criminal remedies for such violations.

- A. Civil relief. If a person violates the provisions of this by-law, or any associated regulations, permit, notice, or order issued thereunder, the Authorized Enforcement Agency may seek injunctive relief in a court of competent jurisdiction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.
- B. Orders.
 - (1) The Authorized Enforcement Agency may issue a written order to enforce the provisions of this by-law or any regulations thereunder, which may include:
 - a. Elimination of illicit connections or discharges to the MS4;
 - b. Elimination of discharges to the MS4 or, directly or indirectly, into a watercourse or into the waters of the Commonwealth;
 - c. Performance of monitoring, analyses, and reporting;
 - d. That unlawful discharges, practices, or operations shall cease and desist;
 - e. That measures shall be taken to minimize the discharge of pollutants until the illicit connection shall be eliminated; and
 - f. Remediation of contamination in connection therewith.
 - (2) If the Authorized Enforcement Agency determines that abatement or remediation of contamination is required, the order shall set forth a deadline by which such abatement or remediation must be completed. Said order shall further advise that, should the violator or property owner fail to abate or perform remediation within the specified deadline, the Town may, at its option, undertake such work, and expenses thereof shall be charged to the violator.
 - (3) Within 30 days after completing all measures necessary to abate the violation or to perform remediation, the violator and the property owner will be notified of the costs incurred by the Town, including administrative costs. The violator or property owner may file a written protest objecting to the amount or basis of costs with the Authorized Enforcement Agency within 30 days of receipt of the notification of the costs incurred. If the amount due is not received by the expiration of the time in which to file a protest or within 30 days following a decision of the Authorized Enforcement Agency affirming or reducing the costs, or from a final decision of a court of competent jurisdiction, the costs shall become a special assessment against the property owner and shall constitute a lien on the owner's property for the amount of said costs. Interest shall begin to accrue on any unpaid costs at the statutory rate provided in MGL c. 59, § 57 after the 31st day at which the costs first become due.
- C. 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 I, General I, Article II, § 1-1 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.

- D. Entry to perform duties under this by-law. To the extent permitted by state law, or if authorized by the owner or other party in control of the property, the Authorized Enforcement Agency, its agents, officers, and employees may enter upon privately owned property for the purpose of performing their duties under this by-law and regulations and may make or cause to be made such examinations, surveys or sampling as the Authorized Enforcement Agency deems reasonably necessary.
- E. Appeals. The decisions or orders of the Authorized Enforcement Agency shall be final. Further relief shall be to a court of competent jurisdiction.
- F. Remedies not exclusive. The remedies listed in this section are not exclusive of any other remedies available under any applicable federal, state or local law.

§ 159-8 Regulations and Guidance.

Authorized Enforcement Agency may promulgate rules and regulations to effectuate the purposes of this By-Law after conducting a public hearing to receive comments. Such hearing shall be advertised in a newspaper of general local circulation, at least fourteen (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.

§ 159-9 Transitional Provisions.

Residential property owners shall have ninety 90 days from the effective date of this bylaw to comply with its provisions provided good cause is shown for the failure to comply with the bylaw during that period.

§ 159-10 Severability.

The provisions of this bylaw are hereby declared to be severable. If any provision, paragraph, sentence, or clause of this bylaw or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this bylaw.

or take any other relative action thereto.

BOARD OF SELECTMEN

RECOMMENDATION: Approval (11-1-0). The Advisory & Finance Committee recommends Town Meeting approve Article 16. Approval of this Article will amend the General Bylaws by adding a new Ch. 159, Stormwater Pollution Abatement. By adding Ch. 159, Stormwater Pollution Abatement the Town is satisfy the EPA requirement to adopt regulations to prohibit illicit connections and unauthorized discharges to the MS4 system.



TOWN OF PLYMOUTH

Department of Public Works - Engineering Division

26 Court Street

Plymouth, Massachusetts 02360

TO: THE SELECT BOARD
ADVISORY AND FINANCE COMMITTEE

FROM: SID KASHI, P. E. *(Signature)*
TOWN ENGINEER

Through: Jonathan Beder, Director of Public Works

CC: Melissa Arrighi, Town Manager
Marlene McCollem, Asst. Town Manager

DATE: February 14, 2019

SUBJECT: 2019 SPRING SPECIAL TOWN MEETING - ARTICLE EXPLANATION
ARTICLE 16 - AMENDING GENERAL BYLAWS BY ADDING A NEW
CHAPTER 159, STORMWATER POLLUTION ABATEMENT

The Clean Water Act was created in 1972 to address water pollution. The United States Environmental Protection Agency (EPA) has issued an updated National Pollution Discharge Elimination System (NPDES) permit under the Clean Water Act to address water pollution by regulating the stormwater discharges from Small Municipal Separate Stormwater System (MS4) to the waters of the United States.

The EPA updated permit requires that cities and towns update/adopt local regulations to meet the MS4 permit requirements.

The EPA updated permit requires us to adopt regulations to prohibit illicit connections and unauthorized discharges to the MS4 System. In order to comply with state and federal statutes relating to stormwater discharges the DPW is requesting the Town Meeting to adopt the stormwater pollution abatement Bylaw (the Bylaw).

This Bylaw will establish the prohibited activities, as well as, exemptions relative to discharges to Town drainage system. The bylaw establishes the Department of Public Works (DPW) as the permitting authority to ensure compliance with the provisions of the same.

A representative of DPW-Engineering Division will be available to present the supporting documents for the article and answer any questions that you may have.

The DPW recommends your support and approval of the article as presented.

Enc. The Bylaw

ARTICLE 18

ARTICLE18: To see if the Town will vote to transfer the care, custody, management, and control of a piece of land shown on Assessor's Map 014-000-027B-000 off Plympton Street commonly known as "Parting Ways" from the Board of Selectmen for future cemetary purposes to the Boad of Selectmen acting as Water Commissioners for public water supply purposes, or take any other relative action thereto.

BOARD OF SELECTMEN

NO MOTION, NO ACTION

