

DRAFT
PLYMOUTH BOARD OF
SELECTMEN TUESDAY, NOVEMBER 30, 2021
VIA ZOOM 5:00 P.M.
EXECUTIVE SESSION

Present: Richard Quintal, Chairman
Betty Cavacco, Vice Chairman
Patrick Flaherty
Harry Helm
Charlie Bletzer

Melissa Arrighi, Town Manager
Demitrios Moschos, Attorney
Tiffany Park, Administrative Assistant

5:00PM - CALL TO ORDER

CHAIR: The Chair proposes to hold an Executive Session pursuant to G.L. c. 30A, sec. 21(a) (2) and (6) for the purpose to

- conduct a strategy session in preparation for negotiation with non-union personnel and to conduct contract negotiations with non-union personnel (Town Manager's Contract) pursuant to MGL c. 30A Sec. 21(a)(2).
- consider the purchase, exchange, lease, or value of real property if an open meeting may have a detrimental effect on the negotiating position of the public body and the chair so declares;

CHAIR: I declare that an open meeting may have a detrimental effect on the lease negotiations of the Board.

CHAIR: May I have a motion to that effect?

BETTY CAVACCO: I move that the Board go into Executive Session to discuss negotiations and to conduct a strategy session in preparation for negotiation with non-union personnel and to conduct contract negotiations with non-union personnel (Town Manager's Contract); and to consider the lease for Cherry's Bait and Tackle, 151 Water Street, Plymouth.

CHALRES BLETZER: Second.

CHAIR: This is a roll call vote.

Voted 5/0 Quintal-Yes, Cavacco-Yes, Flaherty-Yes, Helm-Yes, Bletzer-Yes

- ❖ Cherry's Bait
- ❖ Negotiations

5:00PM – CHERRY’S BAIT AND TACKLE

Tiffany Park came on and said the language has been finalized for the Lease Agreement between the Town of Plymouth and Cherry’s Bait and Tackle located at 151 Water Street. She said the lease holder intends to grow the business and will be open for seven months with the intentions of being open year-round eventually. She said she is ready to open on April 1, 2022 and hopes to be earlier. She also said she added some language pertaining to the building improvements in case they get delayed.

Chairman Quintal said that he really likes this lease agreement and added that it is much better than previous agreements.

Tiffany Park said if the Board is comfortable with the lease agreement, she will move forward with the lease holder and have her sign off, to which the Board agreed and instructed her to move forward.

5:09PM – TOWN MANAGER’S CONTRACT NEGOTIATIONS

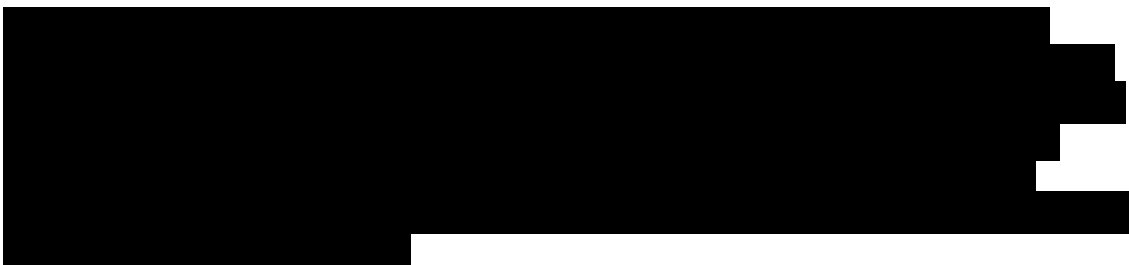
Vice Chairman Cavacco asked if Melissa Arrighi, the Town Manager, could join the meeting, to which Demitrios Moschos, Attorney with Seder Law, came on and said that there are legal questions on which he has to advise the Board and therefore the Town Manager would have to leave the meeting in order to preserve the attorney/client privilege.

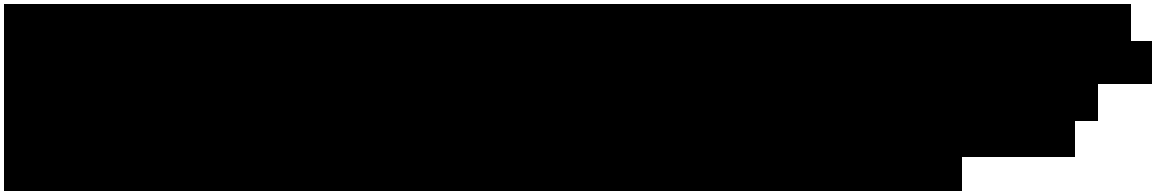
Melissa Arrighi came on and said that before they begin, she would like to read a statement that she had prepared. The statement went as follows:

I would like to address 2 things tonight to the Select Board – the first is how we got here and the second is what we do now.

As Plymouth's Town Manager, overseeing 500 employees, there are going to be times when an employee is upset with me. Just about all of those employees choose to meet with me directly and we work out the issue. Others may decide to take their conflict to their elected officials, although this is highly irregular. However, if that happens, I always recommend that the individual Board member share the situation with the Town Manager so that she can try to resolve it internally. If that outcome is not satisfactory, then the Board can decide if they should take the next step of posting a meeting and discussing the topic with the Town Manager.

The reason we are here today is that the Board posted an October meeting indicating that the Board was to hear an employee complaint about me. I was provided with no details and there was no written or formal complaint provided to any of you, or to me. The posting of that meeting, for everyone to see, was not only unsettling to me, it was unsettling to the public we serve and certainly unnerved Town staff as they wonder what is happening.






Again, I'll state for the record, as Select Board members, the five of you are occasionally going to hear from employees who get angry with their boss. I have only seen this occur after I have had to admonish or discipline an employee for a particular offense or mistake. For future reference, I would always recommend that the Select Board let the Town Manager try to resolve the matter first.

The second thing I would like to address is the process and where we are now. On November 1st, in executive session, the Select Board, through their new attorney, offered me a position as Special Assistant, at my existing salary level, with the condition that I resign from the Town Manager's job. I was blindsided by this offer as the Board and I had recently negotiated a contract amendment that delineated July 29, 2022 as my last day at work as Town Manager. In addition, I was puzzled as to what authority the Board had under the Town Charter to create such a job.

Regardless, I felt under extreme pressure to seriously consider this Special Assignment because if I did not, the Select Board would take some type of adverse employment action against me. For what reason, and under what context, I do not know, as there is no just cause to do so and no explanation was ever provided to me and no complaint has presumably ever been discussed amongst the Board members according to meeting minutes. However, it was made clear to me that if I chose not to consider the Special Assistant offer, that is how the Board would proceed regardless. I have expressed these thoughts to each of you individually, especially that I was being pushed into negotiating this new position and I didn't know why. I have done nothing wrong and I had committed to staying until July 29th 2022 as your Town Manager.

However, after 17 years in Plymouth and over 30 years in public service, the risk of an unwarranted employment action is too great. I know that challenging any action taken by the Board would also involve a lengthy legal battle between myself and the Town, and I would truly not want to do that to the Town I love. Therefore, I acknowledged to each Board member that I would stop fighting to keep the Town Manager's job and I would seriously consider the Special Assistant offer. I have done that over the last few weeks. I know I serve at the Board's pleasure. So if this is really what you want, in this time of all these demands, with a staff shortage in the management office, and if this is what you think is best for the Town – then under some duress, I believe we have an agreement in concept. I must make something clear though – due to the risk to me and my future, I can only accept and sign this Agreement after you have appointed the Acting Town Manager in open session. I would respectfully ask that any vote you take on this agreement reflect the condition that this document takes effect only once the affirmative vote to appoint Lee Hartmann as acting Town Manager is concluded.



Melissa Arrighi said she has concerns about her service credit and also said she thought that the estimated amounts were not correct. She talked about how she came up with her figures saying that her pay increases were not factored in correctly with the figures from

the Retirement Board to which Vice Chairman Cavacco said she understands her concerns, but she spoke with Tom Kelly and Dale Webber and no one at the Retirement Board would deny her service credit and that she has nothing to worry about.

Demitrios Moschos then asked Melissa Arrighi to step out of the meeting for a moment.

[REDACTED]

Vice Chairman Cavacco said what we have offered puts the Town Manager in a very good position. She said the Retirement Board will not fight her retirement because it would be detrimental if they did.

Selectman Bletzer said she is getting a good deal and she needs to make an announcement stating that we have treated her very fairly.

Selectman Helm said she does not agree with the figures that came from the Retirement Board and the attorney and said he wondered if there was specific language that we could put into the agreement that would guarantee her the service credit.

[REDACTED]

Vice Chairman Cavacco said this position is important to the transition to a new Town Manager. She said the Select Board can also overrule any decision made by the Town Manager by a super-majority vote.

[REDACTED]

Selectman Flaherty then asked when we knew that Lee Hartmann would be appointed as the acting Town Manager, to which Chairman Quintal said when Melissa Arrighi asked us to appoint him. He said Lee Hartmann had originally said no when asked but then agreed once he thought it over.

Selectman Flaherty said he has not heard anything about these negotiations since November 4, 2021 and only knew about Lee Hartmann being appointed as acting Town Manager after the agenda was posted.

Selectman Bletzer said a couple of other names were thrown around to be the acting Town Manager, but Melissa Arrighi wouldn't sign this agreement if it were anyone other than Lee Hartmann.

Selectman Helm said he found out that Lee Hartmann was being appointed when a resident of Plymouth sent him a text asking about it, to which Selectman Bletzer said he thought we left this up to the Chairman and the Vice Chairman.

Vice Chairman Cavacco said that the Chairman and herself talked with Melissa Arrighi and she said she would not agree to anything if the acting Town Manager were to be

[REDACTED]

The Board then invited Melissa Arrighi to rejoin the meeting. Melissa Arrighi came back on and said she does not agree with the attorney on the retirement figures. She then went over her calculations and talked about what her retirement would be come July of 2022.

Melissa Arrighi then said this is exactly why she wanted to work out her contract as Town Manager until then.

Melissa Arrighi then asked if the Select Board is so certain that the Retirement Board will not reject her service credit then why does the Board have a problem putting her figures into this agreement, to which Vice Chairman Cavacco and Selectman Helm both said that they agree with that logic.

Melissa Arrighi was then asked to step out of the meeting for a moment.

Selectman Bletzer said that Ms. Arrighi is protecting herself and said we also need protections as well.

[REDACTED]

Vice Chairman Cavacco called Melissa Arrighi on the phone. Melissa Arrighi said she would agree to a payment of \$315,000 in total if the Retirement Board rejects her service credit. She said she got her figure by taking the retirement deficit of \$9,000 per year for her average estimated life expectancy of thirty-five years and came up with a lump sum of \$315,000 total. She said these figures were sent to Demitrios Moschos from Lynne Barrett, the Finance Director. She then said that we need to find a way to put this figure into the agreement and be done with this.

Chairman Quintal said he understands the figure but wanted to make sure this would only get paid if her service credit was not accepted, to which Vice Chairman Cavacco said yes.

On a motion by Betty Cavacco and seconded by Charlie Bletzer she moved to approve that addition of a \$315,000 payment if the Retirement Board does not accept her time as service credit.

CHAIR: I call for a roll call vote on a motion to approve the payment of \$315,000 to Melissa Arrighi if the Retirement Board does not accept her time as service credit.

Voted 4/1 Quintal-Yes, Cavacco-Yes, Helm-Yes, Bletzer-Yes, Flaherty-No

The Board then asked Melissa Arrighi back into the meeting and Demitrios Moschos then informed her of the vote that the Board just took. He then said the Board needs to vote to approve the agreement and then ratify it in open session.

[REDACTED]

[REDACTED]

Vice Chairman Cavacco asked [REDACTED]

[REDACTED]

On a motion by Betty Cavacco and seconded by Charlie Bletzer, she moved to approve the agreement between the Town of Plymouth and Melissa Arrighi as presented with the addition of the amended amount of \$315,000 paid in a lump sum in the event that the service credit is denied by the Retirement Board.

The Chair called for a roll call vote.

Voted 4/1 Quintal-Yes, Cavacco-Yes, Helm-Yes, Bletzer-Yes, Flaherty-No

Vice Chairman Cavacco said we now need to go into Open Session and make an announcement before we vote to appoint Lee Hartmann as the acting Town Manager. The Board then went over a few possible statements with Demitrios Moschos before making a motion to leave Executive Session.

6:54PM - ADJOURNMENT

On a motion by Charlie Bletzer and seconded by Harry Helm, the Board voted to adjourn Executive Session at 6:54pm and to reconvene in Open Session.

Voted 5/0 Quintal-Yes, Cavacco-Yes, Flaherty-Yes, Helm-Yes, Bletzer-Yes

Recorded by: Christopher Badot

Administrative Assistant, Board of Selectmen