

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, ss

SUPERIOR COURT

THOMAS J. O'BRIEN, TREASURER
for the COUNTY OF PLYMOUTH,
Plaintiff,

v.

GREGORY M. HANLEY, SANDRA M.
WRIGHT and JARED L. VALANZOLA,
BOARD OF COMMISSIONERS for the
COUNTY OF PLYMOUTH,
Defendant.

CIVIL ACTION
NO.:

VERIFIED COMPLAINT

INTRODUCTION

Plaintiff, Thomas J. O'Brien, the duly elected Treasurer for the County of Plymouth ("Treasurer/Plaintiff"), brings this action for declaratory and injunctive relief pursuant to Massachusetts General Law, c. 35, § 11 to enjoin and vacate the decision to hire a new County Administrator by the Defendant Board of County Commissioners for the County of Plymouth ("Commissioners/Defendants"). M.G.L. c. 35, § 11 authorizes Plaintiff to petition the Superior Court for a declaratory judgment to determine the legality of any order or orders to pay in accordance with M.G.L. c. 231A. In addition, M.G.L. c. 35, § 14 permits a treasurer to demand in writing a written statement of the specific provision of law authorizing any payment before said payment is made.

As more particularly set forth below, defendants violated M.G.L. c. 35 by hiring an individual at a salary rate of \$185,000 per annum, a rate substantially higher than the retiring incumbent's salary of \$124,400.00, after posting a salary rate of \$100,000 - \$124,000 per annum for the position. In addition, defendants approved and executed a "Memorandum of Understanding" ("MOU") or employment contract which obligates Plymouth County ("County") to pay the new County Administrator an annual salary of \$185,000 until June 30, 2029 in the event he is terminated without cause in violation of the County's appropriation process. *See* M.G.L. c. 35 § 28(a). Defendants further violated the appropriation process by terminating county employees to use their salaries to pay the difference between the salary approved in the Commissioners' Fiscal Year 2027 budget by the Advisory Board for County Expenditures ("Advisory Board") of \$124,400 for the County Administrator to \$185,000 in violation of M.G.L. c. 35 § 32. Without sufficient appropriation by the Advisory Board, defendants have no authority to pay an annual salary of \$185,000. Also, defendants exceeded their authority and acted *ultra vires* approving and executing a MOU that is inconsistent with the statutory rights of County employees. As a result of these violations, the hiring of the County Administrator is null, void, and unenforceable as a matter of law.

PARTIES

1. The Plaintiff, Thomas J. O'Brien, is a resident of Plymouth, Plymouth County, MA and has been the duly elected Treasurer for Plymouth County since 2008.

2. The defendant, Sandra M. Wright ("Wright") is a resident of Bridgewater and at all relevant times was a member of the Commissioners and is the current chair of the Board of County Commissioners.

3. The defendant, Gregory M. Hanley ("Hanley"), is a resident of Abington and at all relevant times was a member of the Board of County Commissioners.

4. The defendant, Jared L. Valanzola ("Valanzola") is a resident of Plymouth and at all relevant times was a member of the Board of County Commissioners.

JURISDICTION AND VENUE

5. The Court has subject matter jurisdiction pursuant to G.L. c. 231A.

6. The Court has personal jurisdiction over the Commissioners.

7. Venue in Plymouth County is proper pursuant to G.L. c. 223, sec. 1.

FACTS COMMON TO ALL COUNTS

8. On May 22, 2026, defendant Commissioners posted the position of County Administrator at an annual salary of \$100,000 - \$124,000. *See* Copy of Posting attached hereto as Exhibit "A."

9. This salary range was a subject of discussion at the Commissioners' meeting on May 7, 2026, when Commissioner Hanley suggested a higher salary range to "attract qualified candidates."

10. On June 29, 2026, the Commissioners interviewed three individuals who applied for the position of County Administrator, including the individual ultimately selected by the Commissioners.

11. On July 1, 2026, Commissioner Hanley made a motion to extend a conditional offer of employment for the position of County Administrator to one candidate, contingent upon the successful negotiation of a comprehensive employment agreement to be finalized with county counsel. Chair Wright seconded the motion. Commissioner Valanzola, for his part, read a brief statement regarding his thoughts on the hiring process and an alleged violation of the Open Meeting Law, including behind-the-scenes discussions between Commissioners Hanley and Wright. Unsurprisingly, the motion to extend a conditional offer was passed by a 2-1 vote with Commissioner Valanzola voting against the motion. *See* Minutes of July 1, 2026 meeting attached hereto as Exhibit "B."

12. On or before July 6, 2026, the candidate selected by the Commissioners sent a proposed "Employment Agreement" to the County's attorney, Shannon D. Resnick. *See* attached Proposed Employment Agreement attached hereto as Exhibit "C." This proposed contract contained unprecedented terms for a county employee including, without limitation, three years of guaranteed pay, if within the first 3 years, the employee is terminated with or without cause. Also, a provision that specifically allowed the candidate to conduct non-county work as an adjunct professor, consultant, author of a newspaper article, labor arbitrator and volunteer. The proposed employment contract also contained a provision requiring the

Commissioners to give the candidate one-year's notice before terminating him and paying him the balance of his pay and benefits due under the contract. Finally, the contract contained a salary in the amount of \$185,000 per annum with full benefits.

13. On August 6, 2026, the Commissioners posted an agenda item calling for an executive session to conduct contract negotiations with the candidate selected on July 1, 2026. *See* Agenda attached hereto as Exhibit "D."

14. On August 12, 2026, the Commissioners voted to approve a Plymouth County Personnel Status Form (CPS Form) for the position of County Administrator, effective September 14, 2026, at an annual salary of \$185,000.00 by a vote of 2-1 with Commissioners Wright and Hanley voting in favor and Commissioner Valanzola voting against. The CPS Form included an annual salary of \$185,000 or \$61,000 higher than the posted salary and \$60,600 more per year than the former retiring County Administrator. *See* Copy of CPS Form attached hereto as Exhibit "E."

15. Upon information and belief, defendants also voted to approve and execute a Memorandum of Understanding ("MOU") containing many of the terms requested by Mr. Clarkson in his proposed Employment Agreement, including without limitation, employment until June 30, 2029 and a provision entitling Mr. Clarkson to all compensation under the agreement if he were terminated without cause. The MOU also defines "cause" more expansively than M.G.L. c. 35, § 51. The MOU also allows Mr. Clarkson to work on non-county business as an adjunct professor, consultant, author of a newspaper article, labor arbitrator and volunteer. The MOU also requires the Commissioners to give the Mr. Clarkson 60 days notice

before terminating him; otherwise, the agreement automatically renews for a new three-year term unless the Commissioners vote otherwise. *See* Copy of Memorandum of Understanding attached hereto as Exhibit “F.”

16. On August 12, 2026, the Commissioners also voted to approve CPS Forms for the retirement of Francis Basler (the former County Administrator), and the terminations of Christopher Heffernan and Theresa Vernazzaro.

17. On August 25, 2026, Plaintiff sent notice to defendants clearly stating the defects in the CPS Form pursuant to Rule 6 of the Rules of Procedure in the Handbook for Plymouth County Personnel Rules and Regulations (“Handbook”). *See* Letter to Chairman Wright attached hereto as Exhibit “G.” Specifically, the letter notified the Commissioners, *inter alia*, that the salary for the County Administrator exceeded the approved salary range for this position in violation of the appropriation process for the County pursuant to Mass. Gen. Laws, c. 35, § 28B(g) (“No expenses may be incurred in excess of those shown in the approved budget...”); *see also* Mass. Gen. Laws, c. 35, § 28(a)(requiring any proposed contract greater than \$1,000 to be included in the appropriation process).

CAUSES OF ACTION

COUNT I-DECLARATORY JUDGMENT

18. Plaintiff repeats and restates the allegations contained in paragraphs 1 through 17 above and incorporates them by reference as if fully set forth herein.

19. Plaintiff has the authority, pursuant to M.G.L. c. 35, § 11, to petition this Court for a declaratory decree of judgment to determine the legality of any order or orders to pay in accordance with M.G.L. c. 231A.

20. Plaintiff also has the authority to demand in writing a written statement of the specific provision of law authorizing a payment before a payment is made pursuant to M.G.L. c. 35, § 14.

21. The CPS Form approved by defendants for Mr. Clarkson includes a salary of \$185,000 per annum. A salary of \$185,000 per annum exceeds the amount budgeted for the position of County Administrator by the Advisory Board for Fiscal Year 2027 (“FY27”) by \$60,100. Defendants’ approval of this salary exceeds their authority, and thus, is null and void and unenforceable as a matter of law.

22. Specifically, defendants’ approval of a salary of \$185,000 violates the County’s appropriation process in two respects. First, Mass. Gen. Laws, c. 35, § 28B(g) provides that “No expenses may be incurred in excess of those shown in the approved budget...” The approved budget included a salary of \$124,400 for the position of County Administrator. Payment in excess of the budgeted amount is prohibited by § 28B(g). *See* Excerpt of approved 2027 budget for the office of County Commissioners attached hereto as Exhibit “H.”

23. Second, Mass. Gen. Laws, c. 35, § 28(a) require any contract greater than \$1,000 to be included in the appropriation process. Specifically, defendants were required to submit to the Advisory Board a written statement of revenues and expenditures for the ensuing fiscal year setting forth separately any proposed

contract or project involving an expenditure of a sum in excess of \$1,000 for FY27. Because defendants did not request and did not receive a salary of \$185,000 for the County Administrator position in their FY27 budget submission, by voting to approve the CPS Form in an amount in excess of the approved budget, defendants exceeded their authority and, as a result, their approval is null and void and unenforceable as a matter of law.

24. Upon information and belief, on or about August 12, 2026, defendants also approved and executed the MOU. The MOU obligates the County to pay Mr. Clarkson's salary for the 3 years if he is terminated without cause. As written, the MOU is a general obligation of the office of the County Commissioners which extends beyond FY27. As such, the MOU is exactly the type of transaction that should have been subject to the ordinary appropriation process pursuant to M.G.L. c. 35, § 28(a). Contracts entered in contravention of the ordinary appropriation process, even where harsh results follow, are null, void, and unenforceable as a matter of law.

25. An actual controversy exists between Plaintiff and defendants within the meaning of M.G.L. c. 231A as to the validity of defendant's approval of the CPS Form and the approval of the MOU for Mr. Clarkson.

26. Plaintiff is entitled to a declaration that defendants exceeded their authority by approving and executing the CPS Form and the MOU in contravention of the ordinary appropriation process.

27. Plaintiff is entitled to a declaration that the CPS Form and MOU are null and void and unenforceable as a matter of law.

COUNT II – INJUNCTIVE RELIEF

28. Plaintiff repeats and restates the allegations contained in paragraphs 1 through 27 above and incorporates them by reference as if fully set forth herein.

29. Defendants have exceeded their authority by approving and executing the CPS Form with an annual salary of \$185,000 for the position of County Administrator.

30. Defendants have exceeded their authority by approving and executing the MOU.

31. Plaintiff will suffer irreparable harm if defendants' *ultra vires* actions are not vacated and deemed null, void, and unenforceable.

32. There is no adequate remedy at law because without relief by this Court Plaintiff would be personally liable for money paid out by him that is not authorized by law pursuant to M.G.L. c. 35, § 14.

33. There is a substantial likelihood that Plaintiff will prevail on the merits of this Complaint because defendants' actions exceed their authority.

34. The harm faced by Plaintiff outweighs the harm, if any, that would be sustained by defendants if a preliminary injunction is granted.

35. Issuance of a preliminary injunction will not adversely affect the public interest; indeed, it is in the public's interest for this Court to require defendants to comply with the appropriation process.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests the Court to grant the following relief:

- A. Enter judgment in favor of Plaintiff and against defendants;
- B. Enter a preliminary injunction in favor of Plaintiff and against defendants barring defendants, all of their agents, all those acting in concert with them, and all those under their direction or control, from enforcing the CPS Form and the Memorandum of Understanding approved and executed by defendants County Commissioners on or about August 12, 2026 until further order of the Court; and
- C. Grant such other relief that is just and appropriate.

Respectfully submitted,
For Plaintiff,
Thomas J. O'Brien
Treasurer for the County of Plymouth
By his attorneys,

/s/ Scott P. Lopez
Scott P. Lopez, BBO# 549556
Lawson & Weitzen, LLP
88 Black Falcon Avenue, Suite 345
Boston, MA 02210
Tel.: (617) 439-4990
Fax: (617) 439-3987
splopez@lawson-weitzen.com

Dated: September 9, 2026

VERIFICATION

I, Thomas J. O'Brien, Treasurer for the County of Plymouth, hereby certify that I have read the foregoing Complaint and that the factual allegations contained therein are true and accurate to the best of my knowledge, except for those allegations made upon information and belief, as to which I am informed and believe are true.

SIGNED UNDER THE PENALTIES OF PERJURY THIS 9TH DAY OF SEPTEMBER, 2026.

/s/ Thomas J. O'Brien
Thomas J. O'Brien

EXHIBIT “A”

Thomas J. O'Brien

From: Nancy O'Rourke
Sent: Friday, May 22, 2026 11:16 AM
Subject: Notice of Position Vacancy-County Administrator
Attachments: Administrator Job Posting Final 052126.pdf; County Administrator Job Description Final 052126.pdf

The County of Plymouth is seeking applicants for the position of County Administrator. Letters of interest and resumes will be accepted until 4:00 p.m. on Monday, June 15, 2026, emailed to the attention of County Administrator Frank Basler, at fbasler@plymouthcountyma.gov or delivered to 44 Obery Street, Plymouth, MA 02360.

The County of Plymouth is an equal opportunity employer.

*Nancy O'Rourke, Executive Assistant
Plymouth County Commissioners Office
44 Obery Street
Plymouth, MA 02360
(508) 830-9103*



Sandra M. Wright, Chair - Bridgewater
Gregory M. Hanley - Abington
Jared L. Valanzola - Plymouth

COUNTY OF PLYMOUTH
NOTICE OF POSITION VACANCY COUNTY ADMINISTRATOR

TITLE: County Administrator

SALARY: \$100,000 to \$124,000 commensurate with experience

GENERAL STATEMENT OF DUTIES: The County Administrator is the executive secretary of the County Commissioners and the chief administrative officer for supervising all personnel and activities coming under the direct jurisdiction of the Commissioners. The Administrator is appointed by and serves at the discretion of the Commissioners. For a more comprehensive listing of duties, please see the Job Description.

QUALIFICATIONS: The County Administrator shall be a professionally qualified person of proven ability who has had substantial involvement with municipal or regional government and is appropriately fitted by education, training, and previous experience in a responsible administrative position to perform the duties of the office. The County Administrator shall possess a master's degree (preferred) or bachelor's degree, plus five years' municipal administrative experience or the equivalent combination of education and experience. A Massachusetts Certified Public Purchasing Official (MCPPO) designation from the Inspector General's office is preferred. Candidates should have superior financial acumen with proven skills in municipal project coordination, human resources management, collective bargaining, procurement, and communication; should have the ability to multitask, build collaborative relationships, and value transparency in government.

Letters of interest and resumes will be accepted until 4:00 p.m. on Monday, June 15, 2026, emailed to the attention of County Administrator Frank Basler, at FBasler@PlymouthCountyMA.gov or delivered to 44 Obery Street, Plymouth, MA 02360. For a job description please see <https://www.plymouthcountyma.gov/m/newsflash> and for more information on Plymouth County please visit the County's website at www.PlymouthCountyMa.gov. The County of Plymouth is an equal opportunity employer.

Founded in 1685, the County of Plymouth is a regional government encompassing twenty-seven municipalities in southeastern Massachusetts. In addition to the Registry of Deeds offices in Plymouth, Brockton, and Rockland, the County provides regional cooperative purchasing services, municipal dredging, parking ticket processing, 4-H programming, maintains courthouses in Brockton, Hingham, and Wareham, and administers the Plymouth County OPEB Trust (PCOT) in addition to many other services and programs.

Posted: May 22, 2026, 11:00 a.m.

County Administration Building, Plymouth
Brockton Superior Court, 72 Belmont Street, Brockton
Plymouth County Registry of Deeds, Plymouth
Plymouth County Website

JOB DESCRIPTION COUNTY ADMINISTRATOR, COUNTY OF PLYMOUTH

GENERAL STATEMENT OF DUTIES: The County Administrator is the executive secretary of the County Commissioners and the chief administrative officer supervising all personnel and activities coming under the direct jurisdiction of the Commissioners. The Administrator is appointed by and serves at the discretion of the Commissioners.

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LINE OF RESPONSIBILITY: Reports directly to the County Commissioners.

SUPERVISION RECEIVED: works with little or no supervision while respecting the role of the Commissioners collectively and individually.

SUPERVISION EXERCISED: Provides working supervision over the Commissioners' Office staff and all other employees under the direct jurisdiction of the Commissioners.

EXAMPLE OF DUTIES:

Responsible to the Commissioners for the proper administration of all the County's functions and operations that the Commissioners have the authority to control.

Responsible for supervision, either directly or through department managers, of all employees under the direct jurisdiction of the County Commissioners.

Responsible for supervision of all facilities and property under the jurisdiction of the County Commissioners.

Responsible for administration of the annual budget as adopted and approved, and for submission of supplementary recommendations as needed.

Responsible for the tracking of employees' sick, vacation, personal, or any other leave, and for the submission of payroll records for all County employees under the direct jurisdiction of the Commissioners to the County Treasurer.

EXHIBIT “B”

Plymouth County Commissioners meeting

Plymouth County Commissioners meeting

July 1, 2026

A regular meeting of the Plymouth County Commissioners was called to order at 4:00 p.m. at the County of Plymouth Administration Building, 44 Obery Street, Plymouth, MA. Present were Chair Sandra M. Wright, Commissioner Gregory M. Hanley, and Commissioner Jared L. Valanzola.

Also, in attendance were Treasurer Thomas O'Brien, Deputy Treasurer Jeffrey Welch, County Administrator Frank Basler, County Attorney Shannon Resnick, County Administrator in-training Chris Heffernan, Assistant County Administrator Theresa Vernazzaro, 4-H Director Molly Vollmer, and Executive Assistant Nancy O'Rourke.

Open session

Chair Wright called for the Pledge of Allegiance.

Chair Wright called the meeting to order and announced the meeting is being recorded and is being broadcast via YouTube live.

South Shore Community Action Council

Nikki Galibois, PhD, Chief Executive Officer from South Shore Community Action Council presented on the food assistance and transportation programs serving approximately 11,000 food insecure people annually and transporting 300 elderly and disabled individuals to healthcare appointments. The Commissioners presented a grant check to Dr. Galibois with their thanks.

Vote Meeting Minutes: June 17, 2026

Commissioner Hanley made a motion to approve the meeting minutes of June 17, 2026. Commissioner Valanzola seconded.

Vote: The motion passed unanimously.

Vote to accept and approve vendor vouchers

Commissioner Hanley made a motion to approve vendor vouchers as recommended by the Treasurer. Commissioner Valanzola seconded.

Vote: The motion passed unanimously.

Vote to accept and approve payroll vouchers

Commissioner Hanley made a motion to approve payroll vouchers as recommended by the Treasurer.

Commissioner Valanzola seconded.

Vote: The motion passed unanimously.

Parking Ticket Contracts-Cities of Lowell and Quincy

Deputy Treasurer Jeffrey Welch presented intergovernmental agreements for parking ticket processing between the City of Lowell and the City of Quincy and the Plymouth County Parking Department. With the addition of Lowell and Quincy the membership increases to 48 members. Commissioner Valanzola made a motion to approve the agreements. Commissioner Hanley seconded.

Vote: The motion passed unanimously.

Vote-Surplus Inventory-MMHG

Commissioner Valanzola made a motion to declare the following items as surplus; these items are inoperable and no longer usable to the Mayflower Municipal Health Group and will be disposed of:

Brother Facsimile	Model #FAX4100e	Serial #U61639L5J584450
Konica Minolta Copier/Printer	Model #DF-704	Serial #A85GWY2143936

Commissioner Hanley seconded.

Vote: The motion passed unanimously.

Votes-Extension Services Horticulture Educator job description, posting, and process

4-H Extension Director Molly Vollmer presented a job description and posting for a new Horticulturist Educator position. Commissioner Valanzola made a motion to post the job description as written with the proposed timeline for advertising and interviews. The screening committee will be the County Administrator, a commissioner, and Extension Director Vollmer. Commissioner Hanley seconded.

Vote: The motion passed unanimously.

Discussion and vote on post meter solar panel project proposals and SSA

Assistant County Administrator Theresa Vernazzaro presented cost estimates for purchasing solar panels across multiple facilities, ranging from \$600,888 for three facilities to over \$1.5 million for all five buildings. After exploring state grant opportunities through Mass DEP and DOER's green communities' programs, which are not currently available, the discussion focused on pursuing a Power Purchase Agreement (PPA) rather than direct purchase. The board agreed to further investigate potential new funding programs and have legal counsel review the PPA agreement to address concerns about maintenance responsibilities, equipment lifespan, and bonding requirements before making a final decision.

Discussion and vote on Southeast New England Program (SNEP) Community Assistance Project Application

Assistant County Administrator Theresa Vernazzaro Plymouth presented a proposal for a Southeast New England Program (SNEP) Community Assistance Project Application to develop a regional water management program in Plymouth County, starting with a pilot project in one community. The program would address water quality issues, stormwater

runoff, and provide shared services to municipalities. Commissioner Valanzola made a motion to approve moving forward with the SNEP application submission. Commissioner Hanley seconded.

Vote: The motion passed unanimously.

County Administrator discussion and votes to award position and set salary level

Commissioner Hanley made a motion to extend a conditional offer of employment, for the position of Plymouth County Administrator to Troy Clarkson, contingent upon a successful negotiation of a comprehensive employment agreement to be finalized with county counsel. Chair Wright seconded. On the motion, Commissioner Valanzola read a brief statement regarding his thoughts on the hiring process, the apparent violation of open meeting law, the behind-the-scenes discussions between his colleagues and expressed his apologies to the remaining candidates. Chair Wright stated Commissioner Valanzola was out of order. Commissioner Hanley motioned to recess. There was not a second. Attorney Resnick stated the Chair has the right to limit the scope of discussion. Chair Wright called for a roll call vote.

Vote: Roll Call: Commissioner Valanzola--No. Commissioner Hanley--Yes. Chair Wright--Yes.

Attorney Resnick requested clarification on the salary to be offered. Commissioner Hanley clarified the offer was not an employment contract and is a comprehensive employment agreement for salary, benefits, etc. within the scope of a salary of \$100,000 to \$125,000.

Chair Wright stated for the record she didn't appreciate the accusations of Commissioner Valanzola, and she changed her vote after reading a Facebook post that had nothing to do with Commissioner Hanley or herself.

American Recovery Plan Act (ARPA) update and distribution votes

Treasurer O'Brien briefed the board on previous ARPA fund distribution to various towns that are now returning previously authorized funds. Commissioner Hanley made a motion to authorize the distribution of up to \$945,931.32 in ARPA funds to specified communities for previously approved and obligated projects. The communities that will receive the funds are Abington, Bridgewater, Brockton, Hingham, Mattapoisett, Norwell, Rochester, Rockland, and Scituate. Commissioner Valanzola seconded.

Vote: The motion passed unanimously.

Extension Director's Report

Molly Vollmer, 4-H Extension Director reported the National Agriculture in the Classroom Conference was held in Providence RI. 4-H Educators Meg Riley and Cathy Acampora presented programs. A \$25,000 grant request was

submitted to UMass for support in the Plymouth County Center for Agriculture. The Marshfield Fair will be held 8/21/26 to 8/30/26.

Register's Report

Register of Deeds John Buckley was unable to attend the meeting due to a prior commitment.

Treasurer's Report

Treasurer O'Brien presented a report comparing PRIT (State Fund) to PCRA-Performance by Asset Class for the month of April 2026. PCRA has consistently outperformed the State PRIT Fund.

Maintenance Superintendent Report

Administrator Basler reports no report.

Administrator's Report

Administrator Basler reports no report.

Commissioner Hanley requested a moment of silence in memory of Congressman Keating's Legislative Aide Christopher Matthews and Chair Wright requested a moment of silence in memory of WATD long time reporter Bobbi Clark who also recently passed.

Chair Wright announced the board would be going into Executive Session with only the attendance of Attorney Resnick and Executive Assistant Nancy O'Rourke to take meeting minutes.

Commissioner Valanzola objected to the absence of County Administrator Basler.

Executive Session

Commissioner Hanley made a motion to discuss the reputation, character, physical condition or mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual: review, discussion, and possible votes concerning Ethics Violation. The Board voted to enter Executive Session and to not return to open public session at 5:18 p.m. Commissioner Valanzola seconded.

Roll Call: Commissioner Valanzola-Yes. Commissioner Hanley-Yes. Chair Wright-Yes.

At 5:30 p.m., Commissioner Hanley made a motion to adjourn the meeting. Commissioner Valanzola seconded.

Vote: The motion passed unanimously.

Documents and/or Exhibits

- Meeting Minutes-June 17, 2026
 - Vote-MMHG Surplus Inventory
 - Job description-Horticulturist Extension Educator
-

Power Point Presentation-SNEP

- Power Point Presentation-SNEP
- PCRA v. PRIT report-April 2026

Respectfully submitted,
Nancy O'Rourke
Executive Assistant

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EXHIBIT “C”

EMPLOYMENT AGREEMENT

COUNTY OF PLYMOUTH, MA & TROY B.G. CLARKSON

This agreement (the "Agreement") is entered into as of the 13th day of July, 2026, between PLYMOUTH COUNTY, a body politic and regional government of the Commonwealth of Massachusetts, hereinafter called the "PLYMOUTH COUNTY," and Troy B.G. Clarkson, hereinafter referred to by that name or as the "ADMINISTRATOR."

WHEREAS, it is the desire of the County Commissioners provide certain benefits, establish certain conditions of employment, and set working conditions of said ADMINISTRATOR; and

WHEREAS, it is the desire of the Commissioners to (1) secure and retain the services of said ADMINISTRATOR and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring the ADMINISTRATOR's morale and peace of mind with respect to future security, and (3) to provide a just means for terminating the ADMINISTRATOR's services at such time as he may be unable to fully discharge his duties due to disability or when PLYMOUTH COUNTY may desire to otherwise terminate his employment; and

WHEREAS, the ADMINISTRATOR desires to accept employment as Administrator of said PLYMOUTH COUNTY.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1 – Duties

A. PLYMOUTH COUNTY hereby agrees to employ Troy B.G. Clarkson as a full-time Administrator of PLYMOUTH COUNTY to perform the functions and duties specified in the Massachusetts General Laws, and to perform such other legally permissible and proper duties and functions as the Commissioners shall from time to time assign. The ADMINISTRATOR may nevertheless engage in limited occasional teaching, writing, consulting, or volunteer work that does not interfere with his responsibilities to PLYMOUTH COUNTY. It is noted for purposes of this section that the ADMINISTRATOR is an adjunct professor, writes a newspaper column, maintains a consulting business, and acts as a labor arbitrator. In addition, the ADMINISTRATOR may engage in volunteer activities, provided they do not interfere with his responsibilities to PLYMOUTH COUNTY.

B. Prior to the beginning of each fiscal year following the execution of this instrument, the Commissioners and the ADMINISTRATOR will mutually establish up to three individual goals for the Administrator for the ensuing year, and at least once each year, the Commissioners will evaluate ADMINISTRATOR'S performance in relation to those goals and his general performance of duties as outlined in Section 6. Annually the Commissioners shall work with the Administrator to establish its goals and objectives for the attainment of the Commissioners policy objectives, and shall further establish a general priority among those various goals and objectives, said goals and objectives to be reduced to writing and referred to as Commissioners Goals. The Commissioners goals shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the PLYMOUTH COUNTY and the events that have occurred during the year.

Section 2 – Term

A. Subject to the provisions of Section 3 of this Agreement, PLYMOUTH COUNTY and the ADMINISTRATOR agree the Initial Term of this agreement follows: Effective August 3, 2026, PLYMOUTH COUNTY agrees to employ and ADMINISTRATOR agrees to remain in the employ of the PLYMOUTH COUNTY for the period August 3, 2026 through June 30, 2029 (the Term), unless this Agreement is extended or terminated as provided below.

B. One year before the expiration of this agreement (June 30, 2028), and at a similar point in each successive term, this agreement will automatically renew for a new three-year term unless the Commissioners take a vote during a regularly scheduled Commissioners meeting not to renew.

Section 3 – Removal, Resignation, and Severance Pay

A. The Commissioners may terminate the services of the ADMINISTRATOR as ADMINISTRATOR by failing to re-employ him at the expiration of the Term as or any extension thereof provided it gives him at least three hundred sixty-five (365) days' written notice of its decision. In that case, PLYMOUTH COUNTY will pay the ADMINISTRATOR the balance of pay and benefits due under this agreement.

B. If the ADMINISTRATOR voluntarily resigns his position with the PLYMOUTH COUNTY before the expiration of the term of employment provided above the ADMINISTRATOR shall give the PLYMOUTH COUNTY at least sixty (60) days written notice, unless the parties then agree otherwise, and shall not be entitled to the severance pay provided in paragraph 3A above, unless the parties agree otherwise, but shall be entitled to any accumulated vacation.

C. Paragraph 3A shall survive any termination of this Agreement.

Section 4 – Compensation and other Benefits

A. The PLYMOUTH COUNTY agrees to pay the ADMINISTRATOR for his services an annual base salary of \$185,000, effective August 3, 2026, payable in installments at the same time as other PLYMOUTH COUNTY employees are paid. PLYMOUTH COUNTY agrees to annually review the ADMINISTRATOR's base salary and other benefits and to increase such salary and benefits in such amounts and to such an extent as the Commissioners may determine, based on the ADMINISTRATOR's performance in office. PLYMOUTH COUNTY and the ADMINISTRATOR anticipate that, subject to the Commissioners' schedule, the annual review as described in Section 6 will occur during the fiscal year, before the annual meeting of the Advisory Board, and any adjustments to base salary and other benefits would be effective on or before July 1 of the following fiscal year.

B. During the Term of this Agreement, the ADMINISTRATOR will be entitled to the same health insurance benefit (or, in the alternative, payment for opting out of PLYMOUTH COUNTY health insurance coverage) as other employees of PLYMOUTH COUNTY through the Mayflower Municipal Health Group. PLYMOUTH COUNTY will contribute an amount equal to the current year's maximum allowable contribution amount for families annually in July to the Health Savings Account that the ADMINISTRATOR establishes.

C. To assist the ADMINISTRATOR in planning for his eventual retirement, PLYMOUTH COUNTY shall pay a pension supplement annually in July on behalf the ADMINISTRATOR to any available Sec. 457 deferred retirement compensation plan, 529 Education Savings Plan and/or a IRA plan selected by the ADMINISTRATOR in an amount equal to a combined total of 10% of base pay, effective July 1, 2026.

D. The ADMINISTRATOR shall be entitled to five (5) weeks (or 200 hours) of vacation leave per year, credited upon execution of this agreement. Unused vacation days may be carried over from one year to another. The ADMINISTRATOR shall be entitled to such sick leave as may be provided all employees of PLYMOUTH COUNTY. The ADMINISTRATOR, at his option may elect to have the County "buy-back" up to ten (10) vacation days per year.

E. All other provisions of the PLYMOUTH COUNTY personnel policies relating to fringe benefits and working conditions as they now exist or hereinafter are amended, not specifically addressed in this Agreement will also apply to the ADMINISTRATOR.

Section 5 – Hours, Equipment, Professional Development and Other Conditions of Work

- A. The ADMINISTRATOR understands and agrees that he will devote substantial time outside the PLYMOUTH COUNTY 's normal office hours to the business of PLYMOUTH COUNTY. The ADMINISTRATOR may take time off during normal office hours, providing such time off does not interfere with his performance of his duties as County Administrator.
- B. The ADMINISTRATOR may telecommute and/or work remotely from time to time with the permission of the Chair of the County Commissioners.
- C. In recognition that the ADMINISTRATOR, in the discharge of his duties as Administrator, will be required to travel within the Commonwealth of Massachusetts, and occasionally outside the Commonwealth, on PLYMOUTH COUNTY business, and to continue his professional development, and will be required to be "on call" to respond in the event of PLYMOUTH COUNTY emergencies, the ADMINISTRATOR will have access to and the use of a vehicle or vehicles owned by the PLYMOUTH COUNTY in connection with the performance of his duties and responsibilities under this Agreement and for personal use. In the event that the ADMINISRATOR elects to not use the vehicle provided, a vehicle stipend of \$800 per month shall be added to the regular pay for the ADMINISTRATOR and be considered part of his base pay.
- The ADMINISTRATOR will be provided with a mobile phone and a laptop computer and related technology for his use in performing the duties of his office and personal use. Said technology will nevertheless remain the property of the PLYMOUTH COUNTY and shall be subject to all policies as may be approved from time to time by the Commissioners concerning the use by the ADMINISTRATOR of and the access by the PLYMOUTH COUNTY to electronic devices owned by the PLYMOUTH COUNTY. Should the ADMINISTRATOR elect not to use these tools and use his own mobile phone and laptop, he will be eligible for an additional stipend of \$400 per month, payable similar to the vehicle allowance in section C above.
- D. PLYMOUTH COUNTY hereby agrees to pay professional dues and subscriptions and travel and subsistence expenses of the ADMINISTRATOR for professional and official travel to meetings and occasions, adequate to continue the professional development of the ADMINISTRATOR and to pursue necessary official and other functions of the PLYMOUTH COUNTY , including but not limited to the Annual Conference of the Massachusetts Municipal Association and the National Association of County Administrators, and such other national, regional, state, and local government groups and committees.
- E. PLYMOUTH COUNTY will reimburse the ADMINISTRATOR for other expenses related to and arising out of the ADMINISTRATOR'S duties as ADMINISTRATOR and expenses incurred serving as an official representative of the County including attendance at civic and social events.

Section 6 - Administrator Evaluation

- A. The Commissioners shall review and evaluate the ADMINISTRATOR every year from the date of appointment. Said review and evaluation shall be based on the goals developed jointly by the Commissioners and the ADMINISTRATOR and the ADMINISTRATOR's general performance of duties.

Further, the Chair of the Commissioners shall provide the ADMINISTRATOR with a summary written statement of the evaluation findings of Commissioners Members and shall provide an adequate opportunity for the ADMINISTRATOR to discuss the evaluation with the Board. The individual evaluation of Commissioners Members shall be part of the ADMINISTRATOR's personnel file, subject to Section 23(e) of chapter 30A of the Massachusetts General Laws.

Section 7 – Indemnification and Bonding

A. PLYMOUTH COUNTY shall defend, save harmless, and indemnify the ADMINISTRATOR against any claim, demand, or other legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of his duties as ADMINISTRATOR in accordance with and to the extent permitted by G.L. c. 258, §§ 9 and 13. The County shall have the right to defend, compromise, or settle any such claim or suit as it deems appropriate. The ADMINISTRATOR agrees to promptly notify the Commissioners and to cooperate fully with Counsel designated by PLYMOUTH COUNTY handle such claim. PLYMOUTH COUNTY may obtain such insurance to cover its obligations hereunder as it deems appropriate.

B. If necessary, The ADMINISTRATOR shall execute a bond in favor of the PLYMOUTH COUNTY for the faithful performance of his duties in such sum and with such sureties as may be fixed or approved by the Commissioners. The PLYMOUTH COUNTY shall pay the premium on such bond.

Section 8 – General Provisions

A. This Agreement herein shall constitute the entire agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the ADMINISTRATOR.

C. This Agreement shall become effective at such time as the signatures of ADMINISTRATOR and a majority of the members of the PLYMOUTH COUNTY Commissioners have affixed their signatures to this document.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Commissioners of the PLYMOUTH COUNTY and the ADMINISTRATOR have signed and executed this Agreement, as of the dates written below.

EXHIBIT “D”

Commonwealth of Massachusetts
Meeting Notice and Agenda

Plymouth, ss
Commissioners

Plymouth County

The Plymouth County Commissioners will hold a regular meeting at the County of Plymouth Administration Building, 44 Obery Street, Plymouth MA on Tuesday, August 11, 2026, at 4:00 p.m.

This meeting will not be shown on YouTube as it is primarily an Executive Session only.

Open Session

Executive Session

- To conduct contract negotiations with nonunion personnel with Troy Clarkson for the position of Plymouth County Administrator

Open Session

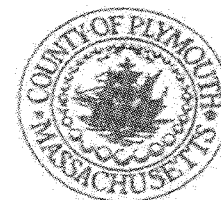
- Possible vote on hiring of County Administrator position
- Adjourn

Sandra M. Wright, Chairman
Gregory M. Hanley
Jared L. Valanzola
Plymouth County Commissioners

Posted: August 6, 2026, at 12:00 p.m.: County web site; Plymouth County Administration Bldg, Obery St., Plymouth; the Brockton Superior Court, Belmont St., Brockton; and the Plymouth County Registry of Deeds, Obery St., Plymouth

EXHIBIT “E”

PLYMOUTH COUNTY PERSONNEL STATUS FORM (CPS)



Department: Commissioners Office

Date: August 12, 2026

Employee Name: Troy B.G. Clarkson

Under the provisions of Sections 4B-50 of Chapter 35 of the General Laws and the Rules and Regulations approved thereunder, I (we) hereby give notice of the following personnel changes and/or actions, I (we) have taken or propose to take:

Actions

☒	Fill Existing Vacancy
☐	Establish New Position*
☐	Transfer
☐	Promotion
☐	Reclassification*
☐	Regraded
☐	Emergency Employment
☐	Reinstatement

Termination:

☐	Resignation
☐	Termination for cause
☐	Laid off
☐	Retirement
☐	Term Expired

Other:

☐	Name/Address change
☐	Military Leave
☐	Leave of Absence
☐	Suspension
☐	Prior Service Credit
☐	FMLA Approved
☐	Workers Compensation

Effective Date of Termination:

☒	New Employee
☐	Existing Employee

☒	Full-time
☐	Part-time

☒	Permanent
☐	Temporary

Complete this Section for new employees or name/ address changes	Address 1: PO Box 954	State: MA	Zip: 02556	
	Address 2: 25 Trumbull Road			
	City: N. Falmouth			Date of Birth: _____
	Social Security No. _____			

FROM		TO	
Position Title:	County Administrator	Position Title:	
Grade/Step:	Ungraded	Grade/Step:	
Salary:	\$185,000.00	Salary:	
Union:	n/a	Union:	SEIU
Effective Date:	September 14, 2026	Effective Date:	

Current/Previous Municipal/State Government Employment:	☐ Yes	☐ No
Employee's Current/Previous Employment:	State: _____	County: _____
Length of Current/Previous Service:	From: _____	To: _____
		Gr/Stp/Sal: _____

Position previously held by: Frank Basler Grade/Step/Salary: Ungraded

Position became Available on: _____

(Emergency Employment Justification) or (Other Changes and Comments):

New employee, full time, permanent, with benefits. Effective September 14, 2026.

(Signed):

*Positions Description must be attached.

Appointing Authority

RECORD OF ACTION BY COUNTY COMMISSIONERS

☒	APPROVED: If checked at left, the action proposed in this notice is approved. However, it is subject to review. If no contrary notice is received within two weeks, this approval becomes final. Provisional appointment may be made if desired.
☐	APPROVED WITH CHANGES: If checked at the left, the action proposed in this notice is approved with the following changes:
☐	DISAPPROVED: The County Commissioners have taken the following action in this matter:

(Signed)

Approved by County
Comms on 12/3/08.

Original of this Form shall be forwarded to County Commissioners: A. County Treasurer B. Appointing Authority
--

Date: 8/12/26

EXHIBIT “F”

MEMORANDUM OF AGREEMENT

COUNTY OF PLYMOUTH, MA & TROY B.G. CLARKSON

This agreement (the "Agreement") is entered into as of the XX day of August, 2026, between PLYMOUTH COUNTY, a body politic and regional government of the Commonwealth of Massachusetts, hereinafter called the "PLYMOUTH COUNTY," and Troy B.G. Clarkson, hereinafter referred to by that name or as the "ADMINISTRATOR."

WHEREAS, it is the desire of the County Commissioners provide certain benefits, establish certain conditions of employment, and set working conditions of said ADMINISTRATOR; and

WHEREAS, it is the desire of the Commissioners to (1) secure and retain the services of said ADMINISTRATOR and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring the ADMINISTRATOR's morale and peace of mind with respect to future security, and (3) to provide a just means for terminating the ADMINISTRATOR's services at such time as he may be unable to fully discharge his duties due to disability or when PLYMOUTH COUNTY may desire to otherwise terminate his employment; and

WHEREAS, the ADMINISTRATOR desires to accept employment as Administrator of said PLYMOUTH COUNTY.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1 – Duties

A. PLYMOUTH COUNTY hereby agrees to employ Troy B.G. Clarkson as a full-time Administrator of PLYMOUTH COUNTY to perform the functions and duties specified in the Massachusetts General Laws, and to perform such other legally permissible and proper duties and functions as the Commissioners shall from time to time assign. The ADMINISTRATOR may nevertheless engage in limited occasional teaching, writing, consulting, or volunteer work that does not interfere with his responsibilities to PLYMOUTH COUNTY. It is noted for purposes of this section that the ADMINISTRATOR is an adjunct professor, writes a newspaper column, maintains a consulting business, and acts as a labor arbitrator. In addition, the ADMINISTRATOR may engage in volunteer activities, provided they do not interfere with his responsibilities to PLYMOUTH COUNTY.

B. Prior to the beginning of each fiscal year following the execution of this instrument, the Commissioners and the ADMINISTRATOR will mutually establish up to three individual goals for the Administrator for the ensuing year, and at least once each year, the Commissioners will evaluate ADMINISTRATOR'S performance in relation to those goals and his general performance of duties as outlined in Section 6. Annually the Commissioners shall work with the Administrator to establish its goals and objectives for the attainment of the Commissioners policy objectives, and shall further establish a general priority among those various goals and objectives, said goals and objectives to be reduced to writing and referred to as Commissioners Goals. The Commissioners goals shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the PLYMOUTH COUNTY and the events that have occurred during the year.

Section 2 – Term

A. Subject to the provisions of Section 3 of this Agreement, PLYMOUTH COUNTY and the ADMINISTRATOR agree the Initial Term of this agreement follows: Effective September 7, 2026, PLYMOUTH COUNTY agrees to employ and ADMINISTRATOR agrees to remain in the employ of the PLYMOUTH COUNTY for the period September 7, 2026 through June 30, 2029 (the Term), unless this Agreement is extended or terminated as provided below.

B. The Commissioners may terminate the services of the ADMINISTRATOR as ADMINISTRATOR by failing to re-employ him at the expiration of the Term as or any extension thereof provided it gives him at least sixty (60) days' written notice of its decision. Sixty days before the expiration of this agreement (June 30, 2028), and at a similar point in each successive term, this agreement will automatically renew for a new three-year term unless the Commissioners take a vote during a regularly scheduled Commissioners' meeting not to renew.

Section 3 – Removal, Resignation, and Severance Pay

If this agreement is terminated without just cause for any reason, The ADMINISTRATOR will be entitled to all compensation under this agreement.

B. If the ADMINISTRATOR voluntarily resigns his position with the PLYMOUTH COUNTY before the expiration of the term of employment provided above the ADMINISTRATOR shall give the PLYMOUTH COUNTY at least sixty (60) days written notice, unless the parties then agree otherwise, and shall not be entitled to the severance pay provided in paragraph 3A above, unless the parties agree otherwise, but shall be entitled to any accumulated vacation.

C. TERMINATION FOR JUST CAUSE BY THE EMPLOYER

(a) Definition of Just Cause. The Plymouth County Commissioners (the "Employer") may terminate the Employee's employment under this Agreement at any time for "Just Cause." For purposes of this Agreement, "Just Cause" shall be strictly limited to the following events:

The Employee's conviction of, or plea of guilty or nolo contendere to, a felony involving moral turpitude or a crime involving intentional fraud or embezzlement directly against Plymouth County;

The Employee's willful and continued failure or refusal to perform their material duties under this Agreement; or

The Employee's intentional, material breach of a written policy of the Employer that causes demonstrably significant financial or reputational harm to Plymouth County.

No act or failure to act on the part of the Employee shall be considered "willful" or "intentional" if it was done by the Employee in good faith and with a reasonable belief that the action or omission was in the best interests of Plymouth County.

(b) Notice and Opportunity to Cure. The Employer shall not terminate this Agreement for Just Cause unless and until the Employer provides the Employee with a detailed, written "Notice of Intent to Terminate for Just Cause" within thirty (30) days of the Commissioners first learning of the underlying facts.

The Notice must specify the exact facts and grounds alleged to constitute Just Cause.

The Employee shall have thirty (30) calendar days from receipt of the Notice (the "Cure Period") to fully remedy, cure, or address the alleged failure or breach, if curable.

If the Employee successfully cures the issue within the Cure Period, the Notice shall be deemed rescinded, and no Just Cause shall exist.

(c) Board Hearing Requirements. If the alleged Just Cause is not curable, or if the Employer believes the Employee failed to cure the issue during the Cure Period, the Employee shall be entitled to a formal, closed-session hearing before the full Board of Plymouth County Commissioners.

The hearing must occur within fifteen (15) days following the end of the Cure Period.

The Employee has the right to be represented by legal counsel at this hearing, present evidence, and cross-examine witnesses.

A termination for Just Cause shall only become effective upon a unanimous vote of the full Board of Commissioners finding that Just Cause exists.

If the Employer fails to follow any procedural step in this Section, the termination shall automatically be deemed a "Termination Without Cause," and the Employee shall be entitled to all severance benefits provided under this Agreement.

SECTION Y: BINDING ARBITRATION

(a) Arbitration Agreement. Any dispute, controversy, or claim arising out of, relating to, or in connection with this Agreement—including the interpretation, validity, construction, performance, or breach thereof, and specifically including any dispute regarding whether a termination was for Just Cause—shall be settled exclusively by final and binding arbitration.

(b) Applicable Rules and Forum. The arbitration shall be administered by the American Arbitration Association ("AAA") and shall be conducted strictly in accordance with the AAA Labor Arbitration Rules current at the time the dispute arises. The place of arbitration shall be Plymouth County, Massachusetts.

(c) Selection and Authority of Arbitrator. The dispute shall be heard by a single, neutral arbitrator selected in accordance with the AAA Labor Arbitration Rules. The arbitrator shall have the authority to award any remedy or relief that a court of competent jurisdiction could order, including reinstatement, back pay, compensatory damages, and specific performance. The arbitrator's decision shall be in writing, shall state the findings of fact and conclusions of law upon which it is based, and shall be final and binding on both the Employer and the Employee. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

(d) Fees and Costs. The Employer shall pay all direct administrative costs, filing fees, and arbitrator fees assessed by the AAA. The prevailing party in any such arbitration shall be entitled to recover their reasonable attorneys' fees, expert witness fees, and out-of-pocket litigation expenses from the non-prevailing party.

D. Paragraph 3A shall survive any termination of this Agreement.

Section 4 – Compensation and other Benefits

A. The PLYMOUTH COUNTY agrees to pay the ADMINISTRATOR for his services an annual base salary of \$185,000, effective September 7, 2026, payable in installments at the same time as other PLYMOUTH COUNTY employees are paid. PLYMOUTH COUNTY agrees to annually review the ADMINISTRATOR's base salary and other benefits and to increase such salary and benefits in such amounts and to such an extent as the Commissioners may determine, based on the ADMINISTRATOR's performance in office. PLYMOUTH COUNTY and the ADMINISTRATOR anticipate that, subject to the Commissioners' schedule, the annual review as described in Section 6 will occur during the fiscal year, before the annual meeting of the Advisory Board, and any adjustments to base salary and other benefits would be effective on or before July 1 of the following fiscal year. Any adjustments to the ADMINISTRATOR's salary after June 30, 2027 shall be subject to approval of the advisory board in accordance with M.G.L. ch. 35 section 28B.

B. During the Term of this Agreement, the ADMINISTRATOR will be entitled to the same health insurance benefit (or, in the alternative, payment for opting out of PLYMOUTH COUNTY health insurance coverage) as other employees of PLYMOUTH COUNTY through the Mayflower Municipal Health Group.

C. The ADMINISTRATOR shall be entitled to three (3) weeks (or 120 hours) of vacation leave per year, credited upon execution of this agreement. Unused vacation days may be carried over from one year to another. The ADMINISTRATOR shall be entitled to such sick leave as may be provided all employees of PLYMOUTH COUNTY. The ADMINISTRATOR, at his option may elect to have the County "buy-back" up to ten (10) vacation days per year.

E. All other provisions of the PLYMOUTH COUNTY Handbook for Plymouth County Personnel Rules and Regulations relating to any other matter, including fringe benefits and working conditions as they now exist or hereinafter are amended, not specifically addressed in this Agreement will also apply to the ADMINISTRATOR.

Section 5 – Hours, Equipment, Professional Development and Other Conditions of Work

A. The ADMINISTRATOR understands and agrees that he will devote substantial time outside the PLYMOUTH COUNTY's normal office hours to the business of PLYMOUTH COUNTY. The ADMINISTRATOR may take time off during normal office hours, providing such time off does not interfere with his performance of his duties as County Administrator.

B. The ADMINISTRATOR may telecommute and/or work remotely from time to time with the permission of the Chair of the County Commissioners.

C. In recognition that the ADMINISTRATOR, in the discharge of his duties as Administrator, will be required to travel within the Commonwealth of Massachusetts, and occasionally outside the Commonwealth, on PLYMOUTH COUNTY business, and to continue his professional development, and will be required to be "on call" to respond in the event of PLYMOUTH COUNTY emergencies.,

The ADMINISTRATOR will be provided with a mobile phone and a laptop computer and related technology for his use in performing the duties of his office and personal use. Said technology will nevertheless remain the property of the PLYMOUTH COUNTY and shall be subject to all policies as may be approved from time to time by the Commissioners concerning the use by the ADMINISTRATOR of and the access by the PLYMOUTH COUNTY to electronic devices owned by the PLYMOUTH COUNTY.

D. PLYMOUTH COUNTY hereby agrees to pay professional dues and subscriptions and travel and subsistence expenses of the ADMINISTRATOR for professional and official travel to meetings and occasions, adequate to continue the professional development of the ADMINISTRATOR and to pursue necessary official and other functions of the PLYMOUTH COUNTY, including but not limited to the Annual Conference of the Massachusetts Municipal Association and the National Association of County Administrators, and such other national, regional, state, and local government groups and committees, subject to the approval of the Plymouth County Commissioners.

E. PLYMOUTH COUNTY will reimburse the ADMINISTRATOR for other expenses related to and arising out of the ADMINISTRATOR'S duties as ADMINISTRATOR and expenses incurred serving as an official representative of the County including attendance at civic and social events.

Section 6 - Administrator Evaluation

A. The Commissioners shall review and evaluate the ADMINISTRATOR every year from the date of appointment. Said review and evaluation shall be based on the goals developed jointly by the Commissioners and the ADMINISTRATOR and the ADMINISTRATOR's general performance of duties.

Further, the Chair of the Commissioners shall provide the ADMINISTRATOR with a summary written statement of the evaluation findings of Commissioners Members and shall provide an adequate opportunity for the ADMINISTRATOR to discuss the evaluation with the Board. The individual evaluation of Commissioners Members shall be part of the ADMINISTRATOR's personnel file, subject to Section 23(e) of chapter 30A of the Massachusetts General Laws.

Section 7 – Indemnification and Bonding

A. PLYMOUTH COUNTY shall defend, save harmless, and indemnify the ADMINISTRATOR against any claim, demand, or other legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of his duties as ADMINISTRATOR in accordance with and to the extent permitted by G.L. c. 258, §§ 9 and 13. The County shall have the right to defend, compromise, or settle any such claim or suit as it deems appropriate. The ADMINISTRATOR agrees to promptly notify the Commissioners and to cooperate fully with Counsel designated by PLYMOUTH COUNTY handle such claim. PLYMOUTH COUNTY may obtain such insurance to cover its obligations hereunder as it deems appropriate.

B. If necessary, The ADMINISTRATOR shall execute a bond in favor of the PLYMOUTH COUNTY for the faithful performance of his duties in such sum and with such sureties as may be fixed or approved by the Commissioners. The PLYMOUTH COUNTY shall pay the premium on such bond.

Section 8 – General Provisions

A. This Agreement herein shall constitute the entire agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the ADMINISTRATOR.

C. This Agreement shall become effective at such time as the signatures of ADMINISTRATOR and a majority of the members of the PLYMOUTH COUNTY Commissioners have affixed their signatures to this document.

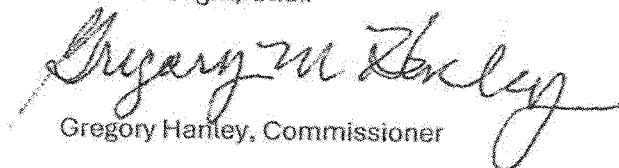
D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Commissioners of the PLYMOUTH COUNTY and the ADMINISTRATOR have signed and executed this Agreement, as of the dates written below.

DATE:


Sandra Wright, Chair

Troy B.G. Clarkson


Gregory Hanley, Commissioner

Approved as to Form
Shannon Resnick
County Attorney

Jared Valanzola, Commissioner

EXHIBIT “G”



THE COMMONWEALTH OF MASSACHUSETTS
COUNTY OF PLYMOUTH
OFFICE OF THE COUNTY TREASURER

THOMAS J. O'BRIEN
TREASURER

JEFFREY M. WELCH
DEPUTY TREASURER

44 OBERY STREET
PLYMOUTH, MA 02360
(508) 830-9120

BY HAND AND ELECTRONIC MAIL

August 25, 2026

Sandra M. Wright, Chair
Plymouth County Commissioners
Commissioners' Office
44 Obery Street
Plymouth, MA 02360

Re: Employment of Troy B.G. Clarkson

Dear Chair Wright:

Pursuant to Rule 6 of the Rules of Procedure in the Handbook for Plymouth County Personnel, please consider this letter as my notice that the CPS Form approved by the Board of County Commissioners (Commissioners) for Troy B.G. Clarkson on August 12, 2026 is contrary to law.

Specifically, the salary range posted for the position of County Administrator was \$100,000 to \$124,000. This salary range was adopted and approved by the Plymouth County Advisory Board for County Expenditures in the Fiscal Year 2027 budget on June 4, 2026. However, the CPS Form approved by the Board contains an annual salary of \$185,000 plus other benefits. This salary range exceeds the approved salary range for this position in violation of Mass. Gen. Laws, c. 35, § 28B(g) ("No expenses may be incurred in excess of those shown in the approved budget..."). As such, the approval of this CPS Form violates the County's appropriation process. See Mass. Gen. Laws, c. 35, § 28(a)(requiring any proposed contract greater than \$1,000 to be included in the appropriation process).

Moreover, approving a contract with a salary of \$185,000 after posting a salary range of \$100,000 to \$124,000 also violates the Wage Transparency Act. See Mass. Gen. Laws, c. 149 § 105F. Finally, because the Commissioners' approval of this proposed hiring violates the appropriation process, the hiring is void and unenforceable.

Accordingly, should the Board not reverse and vacate its decision to approve the CPS Form, counsel has advised me that I will be required to petition the Superior Court to determine the legality of any order or orders to pay Mr. Clarkson's salary pursuant to Mass. Gen. Laws, c. 231A. See Mass. Gen. Laws, c. 35, § 11.

Sincerely yours,

A handwritten signature in black ink that reads "Thomas J. O'Brien". The signature is fluid and cursive.

Thomas J. O'Brien
Treasurer, County of Plymouth

EXHIBIT “H”

Commissioners' Office

Personal Services

<u>GRADE</u>	<u>TITLE</u>	<u>NAME</u>	<u>COMPENSATION</u>
UNGRADED	COMMISSIONER	WRIGHT, SANDRA M.	\$39,780.00
UNGRADED	COMMISSIONER	HANLEY, GREGORY M.	\$39,780.00
UNGRADED	COMMISSIONER	VALANZOLA, JARED L.	\$39,780.00
UNGRADED	ADMINISTRATOR	BASLER, FRANK	\$124,440.00
UNGRADED	ADMINISTRATOR IN TRAINING (2 MOS.)	HEFFERNAN, CHRISTOPHER	\$14,450.00
UNGRADED	ASSISTANT ADMINISTRATOR *	VERNAZZARO, THERESA	\$86,700.00
220009	EXECUTIVE ASSISTANT	O'ROURKE, NANCY	\$83,582.64
260002	ADMIN. ASST./HUMAN RESOURCES	QUINN, TIA	\$79,761.60
TOTAL WAGES:			<u>\$508,274.24</u>