



TOWN OF WALPOLE
COMMONWEALTH OF MASSACHUSETTS

Walpole Town Hall
135 School Street
Walpole, MA 02081
Phone (508) 660-7289
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April 12, 2018

Dear Representative Town Meeting Member,

Enclosed you will find materials to help you prepare for the 2018 Annual Spring Town Meeting that is set to begin on Monday May 7, 2018 at the Walpole High School. This Warrant will address a wide range of Town Matters. Some Articles of note that I would like to bring to your attention include:

Article 3 – This article relates to the salary schedule for Town non-union personnel. Included in this packet you will find the recommendations of the Personnel Board for your review and consideration. The general wage increase that is being recommended is 2%. This figure was agreed upon after reviewing the Consumer Price Index, Employment Cost Index, a Survey of other Communities in the State and reviewing the historical increases granted to all other employees groups here in Walpole.

Article 5 – This article relates to the current fiscal year budget. At this time there is a deficit projected in a few of the budgets. As we get closer to Town Meeting the Finance Committee will meet to consider the deficits once we have better understanding of the status of the various accounts.

Article 12 – This article requests that Town Meeting vote to appropriate funds for the projected deficit for Snow and Ice operations. This figure is in the process of being finalized.

Article 13 – This article requests that Town Meeting vote to transfer \$1,500,000 from Free Cash to the stabilization fund. Over the past several years Walpole has built up \$1,700,000 to cover any shortages in the snow and ice fund, legal actions against the town, State Aid reductions, mandated education requirements and miscellaneous articles reserves. After listening to the considerable amount of Free Cash debate at the Fall Town Meeting the Finance Committee agreed that placing these funds in Stabilization will provide for better accuracy and transparency each year when Free Cash is certified by the state. Walpole's stabilization account currently has a market balance of \$2,436,877.47.

Article 14 – This article requests that Town Meeting vote to transfer an additional \$50,000.00 from Free Cash to the OPEB Trust Fund in addition to the \$300,000 that is in the FY 2019 operating budget for OPEB. The OPEB current market balance is \$2,781,028.96

Article 20 – This Article requests that Town Meeting Members vote to authorize the continued use of the revolving funds pursuant to Massachusetts general laws Chapter 44, section 53E½ and furthermore establishes 3 new revolving funds. The first fund will be for funds collected from Net Metering Receipts. Per the Town's agreement with the Solar Company that is operating at the former Bird Machine site in south Walpole the Town is required to take in all of the funds received for net metering credits agreement and then issue payment to vendors for Energy-related Services. This fund will allow the town to pay the vendor per the agreement and close out any unneeded amounts remaining in the fund at the close of the fiscal year.

The second fund is the veterans services agreement fund, The Town recently negotiated an inter-municipal agreement with Medfield for sharing of Veterans Agent services. This fund will allow Walpole to take in payments from Medfield for the salaries, expenses and benefits of Veterans Agent and allow the Town to pay the Veterans agent with the funds collected.

The third account that is being requested is the Vehicles and Equipment Replacement account. This will allow the Town to use receipts from sale of used vehicles and equipment to purchase new or used vehicles and equipment in compliance with G.L. c.30B.

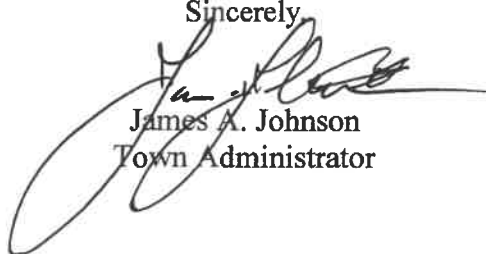
Article 21 - This article requests Town Meeting to vote to appropriate funds for the FY 2019 operating budget for Walpole Media Corp. These funds will allow WMC to continue to operate next fiscal year. There is approximately \$960,000 in the Cable Access Account. The Town receives quarterly payments from Verizon and Comcast on a regular basis. The last quarterly payment that the Town received in from Verizon totaled \$75,255 and from Comcast totaled \$74,810.

Article 22 – This article would authorize the Board of Selectmen to sell Town owned parcels to a private entity. The Town was approached this winter by an abutter who owns land on Industrial Road that abuts the Town owned parcels in this article. The Town would be required to comply with Massachusetts procurement laws when selling this property.

Article 23 – This article seeks to authorize the Board of Selectmen to continue to allow cell tower communications at the High Street Water Tower. In 1998, the Town entered into a 20-year agreement to allow AT&T, then Cellular One, to lease space on the top of the Wagon Road water tank to site multiple communications antennas. The current lease is set to expire in 2018. MGL requires Town Meeting authorization to enter into a new long term lease for this site. If Town Meeting approves this request the Town will be required to procure this lease competitively through an RFP process. Town Counsel assisted with drafting this article to ensure the Town complies with the requirements of the various applicable laws. Going forward we plan on issuing an RFP later on this Spring.

Thank you for the time that you devote to this process. Please feel free to contact this office or any other Town Official to address any questions or concerns you may have once you have completed your review of these documents.

Sincerely

A handwritten signature in black ink, appearing to read 'James A. Johnson', written over a printed name and title.

James A. Johnson
Town Administrator

PERSONNEL BOARD

Albert DeNapoli, Chair

Brian Bain

Julie Lowre

Joseph McDermott

Larry Pitman

Spring Annual Town Meeting

Article 2

Proposed changes to the Personnel By-laws

Article 3

Proposed changes to the Salary Schedule

Article 4

Proposed Funding- No Action

May 7, 2018

Article 2 – Changes to the Personnel By-laws:

- **Artilce 30 - Sick Leave Bank**

Article 3 – Changes to the Salary Schedule:

- **2% General Increase**
 - **Professional Salary Schedule with Steps only**
 - **Hourly Salary Schedule with Steps only**
 - **Administrative/Professional Salary Schedule with Steps only**
- **Position Title Change:**
 - **Appraiser to Director of Assessing – Grade P-5**
 - **Community Development Director to
Community Planning Director – Grade P-5**
- **New Position – Benefits Coordinator - Grade P-10**
- **Reclassify Veteran’s Agent from Grade P-11 to P-9**

Article 4 – Proposed Funding:

- **No Action**

ARTICLE 39 - SICK LEAVE BANK

ADMINISTRATION:

The Sick Leave Bank shall be administered by the Sick Leave Bank Committee (the "Committee"), which shall consist of one (1) member of the Town Personnel Board, one (1) member selected by the Town's salaried employees, and one (1) member selected by the Town's hourly employees. Members of the Committee shall be ~~selected on an annual basis and shall serve for a term of one (1) year~~ serve a term of three years, but may serve more than one term in succession.

TOWN OF WALPOLE

Professional Salary Schedule - FY 2019

PROFESSIONAL COMPENSATION & CLASSIFICATION PLAN

| | | | | | | | | | | | Effective 7/1/2018 | | | | |
|---|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|--------------------|---------|---------|---------|---------|
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
| P-1 Town Administrator | | | | | | | | | | | | | | | |
| | 125,902 | 128,420 | 130,988 | 133,608 | 136,280 | 139,006 | 141,786 | 144,621 | 147,514 | 150,464 | 153,473 | 156,543 | 159,674 | 162,867 | 166,125 |
| P-2 DPW Director - Fire Chief - Police Chief | | | | | | | | | | | | | | | |
| | 102,771 | 104,827 | 106,923 | 109,062 | 111,243 | 113,468 | 115,737 | 118,052 | 120,413 | 122,821 | 125,277 | 127,783 | 130,339 | 132,945 | 135,604 |
| P-3 Asst Town Administrator - Finance Director | | | | | | | | | | | | | | | |
| | 95,158 | 97,061 | 99,002 | 100,982 | 103,002 | 105,062 | 107,163 | 109,306 | 111,493 | 113,722 | 115,997 | 118,317 | 120,683 | 123,097 | 125,559 |
| P-4 Deputy Fire Chief - Deputy Police Chief | | | | | | | | | | | | | | | |
| | 88,109 | 89,871 | 91,668 | 93,502 | 95,372 | 97,279 | 99,225 | 101,209 | 103,233 | 105,298 | 107,404 | 109,552 | 111,743 | 113,978 | 116,257 |
| P-5 Building Inspector/Commissioner - Community Development Planning Director - Appraiser Director of Assessing - Health Director - IT Director - Library Director - Police Lieutenant - Supt of Buildings - Supt of Highway & Parks - Supt of Sewer & Water - Town Accountant - Town Engineer | | | | | | | | | | | | | | | |
| | 81,597 | 83,229 | 84,893 | 86,591 | 88,323 | 90,090 | 91,891 | 93,729 | 95,604 | 97,516 | 99,466 | 101,456 | 103,485 | 105,554 | 107,665 |
| P-6 | | | | | | | | | | | | | | | |
| | 75,547 | 77,058 | 78,599 | 80,171 | 81,775 | 83,410 | 85,079 | 86,780 | 88,516 | 90,286 | 92,092 | 93,934 | 95,812 | 97,729 | 99,683 |
| P-7 Asst. Engineer - Asst.Supt of Hwy & Parks - Asst.Supt of S & W - Comm & Econ Devel Dir - Recreation Director - Supt of Vehicle Maint - Town Clerk - Town Planner | | | | | | | | | | | | | | | |
| | 69,951 | 71,350 | 72,777 | 74,232 | 75,717 | 77,231 | 78,776 | 80,351 | 81,958 | 83,597 | 85,269 | 86,975 | 88,714 | 90,489 | 92,298 |
| P-8 Adult Service Librarian/Asst. Director - Conservation Agent - Council on Aging Director - Deputy Health Agent - Human Resource Administrator - Purchasing Agent | | | | | | | | | | | | | | | |
| | 64,769 | 66,064 | 67,386 | 68,733 | 70,108 | 71,510 | 72,940 | 74,399 | 75,887 | 77,405 | 78,953 | 80,532 | 82,143 | 83,786 | 85,461 |
| P-9 Asst Recreation Director/Business Manager - Asst.Treasurer/Collector - Executive Assistant - Veteran's Agent | | | | | | | | | | | | | | | |
| | 60,017 | 61,217 | 62,441 | 63,690 | 64,964 | 66,263 | 67,589 | 68,940 | 70,319 | 71,726 | 73,160 | 74,623 | 76,116 | 77,638 | 79,191 |
| P-10 Administrative Assistant - Asst. Town Accountant - Benefits Coordinator - Children's Librarian - PC Support Technician - Reference Services Librarian - Tech Services Libr | | | | | | | | | | | | | | | |
| | 55,528 | 56,638 | 57,771 | 58,927 | 60,105 | 61,307 | 62,533 | 63,784 | 65,060 | 66,361 | 67,688 | 69,042 | 70,423 | 71,831 | 73,268 |
| P-11 Animal Control Officer - Plan Review/Central Permit Adm - Recreation Coord - Veteran's Agent | | | | | | | | | | | | | | | |
| | 48,301 | 49,267 | 50,252 | 51,257 | 52,283 | 53,328 | 54,395 | 55,483 | 56,592 | 57,724 | 58,879 | 60,056 | 61,257 | 62,483 | 63,733 |

TOWN OF WALPOLE

Hourly and Administrative/Professional Schedule - FY2019

HOURLY SALARY SCHEDULE

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|--|--|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|---------|---------|---------|
| H-1 | Deputy Building Inspector | 28.16 | 28.73 | 29.30 | 29.89 | 30.48 | 31.09 | 31.72 | 32.35 | 33.00 | 33.66 | 34.33 | 35.02 | 35.72 | 36.43 | 37.16 |
| H-2 | Local Inspector - Board of Health Technician - Engineering Inspector | 25.85 | 26.36 | 26.89 | 27.43 | 27.98 | 28.54 | 29.11 | 29.69 | 30.28 | 30.89 | 31.51 | 32.14 | 32.78 | 33.44 | 34.10 |
| H-3 | Administrative Board Secretary - Asst. Children's Librarian - Engineering Aide - Outreach Worker | 23.69 | 24.17 | 24.65 | 25.14 | 25.65 | 26.16 | 26.68 | 27.22 | 27.76 | 28.32 | 28.88 | 29.46 | 30.05 | 30.65 | 31.26 |
| H-4 | Board Secretary - Principal Clerk - Program Coordinator | 21.95 | 22.39 | 22.84 | 23.29 | 23.76 | 24.24 | 24.72 | 25.21 | 25.72 | 26.23 | 26.76 | 27.29 | 27.84 | 28.40 | 28.96 |
| H-4a | Dispatcher | 21.52 | 21.95 | 22.39 | 22.84 | 23.30 | 23.76 | 24.24 | 24.72 | 25.22 | 25.72 | 26.24 | 26.76 | 27.30 | 27.84 | 28.40 |
| H-5 | Senior Clerk - Van Driver | 18.80 | 19.17 | 19.56 | 19.95 | 20.35 | 20.76 | 21.17 | 21.59 | 22.03 | 22.47 | 22.92 | 23.37 | 23.84 | 24.32 | 24.80 |
| H-6 | Senior Library Page | 13.85 | 14.13 | 14.41 | 14.70 | 14.99 | 15.29 | 15.60 | 15.91 | 16.23 | 16.55 | 16.89 | 17.22 | 17.57 | 17.92 | 18.28 |
| H-7 | Seasonal Laborer | 12.84 | 13.10 | 13.36 | 13.63 | 13.90 | 14.18 | 14.46 | 14.75 | 15.05 | 15.35 | 15.65 | 15.97 | 16.29 | 16.61 | 16.94 |
| H-8 | Library Page - Office Assistant | | | 10.61 | 10.82 | 11.04 | 11.26 | 11.48 | 11.71 | 11.95 | 12.19 | 12.43 | 12.68 | 12.93 | 13.19 | 13.45 |
| ADMINISTRATIVE/PROFESSIONAL SALARY SCHEDULE | | | | | | | | | | | | | | | | |
| A-1 | Local Emergency Management Administrator | 8,326 | 8,493 | 8,663 | 8,836 | 9,013 | 9,193 | 9,377 | 9,564 | 9,756 | 9,951 | 10,150 | 10,353 | 10,560 | 10,771 | 10,986 |
| A-2 | Hearing Officer - Stipend \$44.35 per month | | | | | | | | | | | | | | | |

Effective 7/1/2018

TOWN OF WALPOLE (Fiscal Year 2019)
PROFESSIONAL SALARY SCHEDULE
For Employees hired on or after July 1, 2017

| PROFESSIONAL COMPENSATION & CLASSIFICATION PLAN | | | | | Effective 7/1/2018 |
|---|--|---------|---------|---------|--------------------|
| Grade | Position | Min | Mid | Max | |
| P-1 | Town Administrator | 123,433 | 143,151 | 162,868 | |
| P-2 | DPW Director | 100,756 | 116,851 | 132,945 | |
| | Fire Chief | " | " | " | |
| | Police Chief | " | " | " | |
| P-3 | Asst. Town Administrator | 93,292 | 108,195 | 123,097 | |
| | Finance Director | " | " | " | |
| P-4 | Deputy Fire Chief | 86,381 | 100,180 | 113,978 | |
| | Deputy Police Chief | " | " | " | |
| P-5 | Building Commissioner | 79,997 | 92,776 | 105,554 | |
| | Community Development Planning Director | " | " | " | |
| | Appraiser Director of Assessing | " | " | " | |
| | Health Director | " | " | " | |
| | IT Director | " | " | " | |
| | Library Director | " | " | " | |
| | Police Lieutenant | " | " | " | |
| | Superintendent of Buildings | " | " | " | |
| | Superintendent of Highway & Parks | " | " | " | |
| | Superintendent of Sewer & Water | " | " | " | |
| | Town Accountant | " | " | " | |
| | Town Engineer | " | " | " | |
| P-6 | | 74,066 | 85,898 | 97,729 | |
| P-7 | Assistant Town Engineer | 68,579 | 79,534 | 90,488 | |
| | Assistant Supt of Highway & Parks | " | " | " | |
| | Assistant Supt of Sewer & Water | " | " | " | |
| | Community & Economic Development Director | " | " | " | |
| | Recreation Director | " | " | " | |
| | Superintendent of Vehicle Maintenance | " | " | " | |
| | Town Clerk | " | " | " | |
| | Town Planner | " | " | " | |
| P-8 | Adult Services Librarian/Assistant Director | 63,499 | 73,643 | 83,786 | |
| | Conservation Agent | " | " | " | |
| | Council on Aging Director | " | " | " | |
| | Deputy Health Agent | " | " | " | |
| | Human Resource Administrator | " | " | " | |
| | Purchasing Agent | " | " | " | |
| P-9 | Assistant Recreation Director/Business Manager | 58,840 | 68,239 | 77,638 | |
| | Assistant Treasurer/Collector | " | " | " | |
| | Executive Assistant | " | " | " | |
| | Veteran's Agent | " | " | " | |
| P-10 | Administrative Assistant | 54,439 | 63,136 | 71,832 | |
| | Assistant Town Accountant | " | " | " | |
| | Benefits Coordinator | " | " | " | |
| | Children's Librarian | " | " | " | |
| | PC Support Technician | " | " | " | |
| | Reference Services Librarian | " | " | " | |
| | Technical Services Librarian | " | " | " | |
| P-11 | Animal Control Officer | 47,354 | 54,918 | 62,482 | |
| | Plan Review/Central Permit Administrator | " | " | " | |
| | Recreation Coordinator | " | " | " | |
| | Veteran's Agent | " | " | " | |

TOWN OF WALPOLE (Fiscal Year 2019)
Proposed Hourly & Administrative/Professional Schedule
For Employees hired on or after July 1, 2017

| PROFESSIONAL COMPENSATION & CLASSIFICATION PLAN | | | | | Effective 7/1/18 |
|---|---|-------|-------|--------|------------------|
| Grade | Position | Min | Mid | Max | |
| H-1 | Deputy Building Inspector | 27.61 | 32.02 | 36.43 | |
| H-2 | Engineering Inspector | 25.34 | 29.39 | 33.43 | |
| | Local Inspector | " | " | " | |
| | Board of Health Technician | " | " | " | |
| H-3 | Administrative Board Secretary | 23.23 | 26.94 | 30.65 | |
| | Assistant Children's Librarian | | | | |
| | Engineering Aide | | | | |
| | Outreach Worker | | | | |
| H-4 | Board Secretary | 21.52 | 24.96 | 28.40 | |
| | Principal Clerk | " | " | " | |
| | Program Coordinator | " | " | " | |
| H-5 | Senior Clerk | 18.43 | 21.38 | 24.32 | |
| | Van Driver | | | | |
| H-6 | Senior Library Page | 13.58 | 15.75 | 17.91 | |
| H-7 | Seasonal Laborer | 12.59 | 14.60 | 16.61 | |
| H-8 | Library Page | 10.40 | 11.80 | 13.19 | |
| | Office Assistant | " | " | " | |
| ADMINISTRATIVE/PROFESSIONAL SALARY SCHEDULE | | | | | |
| Grade | Position | Min | Mid | Max | |
| A-1 | Local Emergency Management Administrator | 8,163 | 9,467 | 10,771 | |
| A-2 | Hearing Officer - Stipend \$44.35 per month | | | | |

TOWN OF WALPOLE
ELECTION, FIRE, SAFETY, INSPECTION & GRANT HOURLY SCHEDULE
Effective July 1, 2018

| GRADE | POSITION | Hourly rate | |
|-------------------|---|-------------|------------|
| ELECTION | | Min | Max |
| E-1 | Election Officer | | 9.98 |
| E-2 | Election Deputy Warden, Clerks, Deputy Clerks | | 12.31 |
| E-3 | Election Registrar, Election Warden | | 14.78 |
| FIRE | | Min | Max |
| F-1 | Call Firefighter - Private | 17.25 | 21.07 |
| F-2 | Call Firefighter - Lieutenant | 19.07 | 23.28 |
| SAFETY | | Min | Max |
| S-1 | School Traffic Officer | | 17.38 |
| S-2 | Police Matron | 14.21 | 16.82 |
| | Interpreter | " | " |
| S-3 | Special Police (town paid) | | 24.38 |
| S-4 | Special Police (non-town paid) | | 48.76 |
| INSPECTION | | Min | Max |
| I-0 | Deputy Local Inspector | 25.34 | 26.22 |
| I-1 | Supt. Insect/Pest Control (stipend) | | 400/yr |
| I-2 | Tree Warden (stipend) | | 700/yr |
| I-3 | Animal Inspector (stipend) | 3850/yr | 5,000/yr |
| I-4 | Deputy Tree Warden (stipend) | | 500/yr |
| GRANT | | Min | Max |
| G-1 | Elder Service Advocate | \$16.13 | \$21.33 |

**TOWN OF WALPOLE
RECREATION SCHEDULE**

Effective July 1, 2018

| Grade | Position | Hourly Rate | |
|-----------------------------|------------------------------------|-------------|---------|
| | | Min | Max |
| PROGRAMS | | | |
| RP-1 | Program Director | \$14.00 | \$19.00 |
| RP-2 | Program Supervisor | \$12.00 | \$14.00 |
| RP-3 | Program Instructor | \$11.00 | \$13.00 |
| | Counselor | " | " |
| PR-4 | Jr. Counselor | \$9.00 | |
| AQUATIC'S PROGRAM | | | |
| RA-1 | Aquatics Director | \$16.00 | \$25.00 |
| RA-2 | Assistant Aquatics Director | \$14.00 | \$18.00 |
| RA-3 | Head Lifeguard | \$13.00 | \$16.00 |
| RA-4 | Water Safety Instructor | \$12.50 | \$15.00 |
| RA-5 | Lifeguard | \$12.00 | \$13.50 |
| RA-6 | Gate Attendant | \$9.00 | |
| SPECIALIZED PROGRAMS | | | |
| RS-1 | Day Camp Director | \$25.00 | \$40.00 |
| RS-2 | Athletic Clinic Director | \$25.00 | \$35.00 |
| RS-3 | Athletic Clinic Assistant Director | \$20.00 | \$25.00 |
| RS-4 | Athletic Clinic Supervisor | \$17.50 | \$20.00 |
| RS-5 | Athletic Clinic Instructor | \$15.00 | \$17.50 |
| RS-6 | Specialized Instructor | \$11.00 | \$40.00 |
| RS-7 | Nurse | \$15.00 | \$35.00 |



| ORG | OBJECT PROJ | ACCOUNT DESCRIPTION | CURRENT ADJ BUDGET | PROJECTED ACTUAL | TA REVISE | PERCENT CHANGE |
|----------------|-------------|---|-----------------------|---------------------|-----------|-------------------|
| 01152200530000 | 01 | PROFESSIONAL AND TECHNICAL | .00 | .00 | 5,000.00 | .00 |
| | | -1-152-2-00-0000-000-530000- CLASSIFICATION STUDY THAT WILL BE COMPLETED IN THE FALL OF 2018 (FY2019) WILL HAVE AN IMPLEMENTATION DATE OF JULY 2019. | 1.00 | 5,000.00 | 5,000.00 | .00 |
| | | A CLASSIFICATION STUDY IS TO ENSURE MARKET AND INTERNAL STRUCTURE ALIGNMENT; TO SIMPLIFY CLASSIFICATION STRUCTURE; TO ADDRESS RECRUITMENT AND RETENTION NEEDS. PRIOR CLASSIFICATION STUDY WAS COMPLETED IN THE FALL OF 2015 WITH AN EFFECTIVE DATE OF IMPLEMENTATION OF JULY 2016. | | | | |
| | | PERSONNEL BY-LAWS ARTICLE 6 - DUTIES OF THE PERSONNEL BOARD - THE PERSONNEL BOARD SHALL REVIEW ALL POSITIONS SUBJECT TO THE PLAN AT INTERVALS OF NOT MORE THAN THREE YEARS. | | | | |
| 01152200530400 | 01 | TRAINING & DEVELOPMENT | 2,000.00 | 2,000.00 | 2,000.00 | .00 |
| | | -1-152-2-00-0000-000-530400- REQUIRED TRAINING IF NECESSARY | 1.00 | 2,000.00 | 2,000.00 | .00 |
| 01152200534010 | 01 | POSTAGE | .00 | .00 | .00 | .00 |
| 01152200534040 | 01 | PRINTING & COPYING | 100.00 | 100.00 | 100.00 | .00 |
| | | -1-152-2-00-0000-000-534040- PRINTING OF PERSONNEL ACTION FORMS, PERFORMANCE EVALUATIONS, SURVEYS INFORMATION, ECT. | 1.00 | 100.00 | 100.00 | .00 |
| 01152200542010 | 01 | OFFICE SUPPLIES | 400.00 | 400.00 | 450.00 | 12.50 |
| | | -1-152-2-00-0000-000-542010- NECESSARY OFFICE SUPPLIES - INK CARTRIDGES, ETC. | 1.00 | 450.00 | 450.00 | .00 |
| 01152200573000 | 01 | DUES AND MEMBERSHIPS | 250.00 | 250.00 | 250.00 | .00 |
| | | -1-152-2-00-0000-000-573000- MEMBERSHIP RENEWAL FY2019 - MMPA | 1.00 | 250.00 | 250.00 | .00 |
| | | BUDGET CEILING: | | | | |
| | | TOTALS: | 2,750.00 | 2,750.00 | 2,750.00 | 183.64 |

** END OF REPORT - Generated by Valorie Donohue **

ARTICLE 7

MASS WATER RESOURCE AUTHORITY CONNECTION

This article if favorably voted upon will authorize the Sewer and Water Commissioners to enter into agreements with the MWRA and other parties necessary to facilitate a connection to the MWRA water system.

In the Fall of 2017 the Sewer and Water Commissioners held a meeting with the MWRA's executive director to discuss the possibility of connecting to the MWRA so that the MWRA could serve as a supplemental water source for the Town of Walpole as necessary. Walpole's current Water Management Permit allows the Town to pump an average of 3.34 MGD. The permit has been scheduled for review since 2010. Each year the review is delayed and at this time the permit is set to be reviewed at the end of 2018. It is suspected that this review will result in a modified, heavily conditioned permit which amongst other things will reduce the pumping allowance to 2.53 mgd or less.

As residential and economic growth within the community continues to rise so too does the demand for water. Walpole's average daily demand has progressively risen over the last five years from 2.11 mgd to 2.41 mgd. A connection to the MWRA via the Town of Norwood is one way of mitigating the demand particularly over the May – September time period during which the demand for water increases by approximately 40% over the other seven months of the year.

Most importantly in a sound water supply operation, redundancy is a key factor to ensuring an uninterrupted adequate supply of water for public health and fire protection purposes. This connection would serve to achieve that redundancy in that it would be readily available should we experience issues with our local groundwater supply or distribution system.

TOTAL REQUEST \$250,000

NOTE: This connection is supplemental and is in no way intended to replace Walpole's existing water supply

ARTICLE 8

SUMMARY OF PROPOSED FY 2019 WATER DEPARTMENT BUDGET

**(168 Miles of Main Line Piping, 8100 Connections, 1400 Hydrants, 1540 Valves, 18 Wells,
4 Booster Pump Stations, 6 Water Storage Tanks, 2 Water Treatment Facilities)**

Salaries:

This section of the budget includes salaries of the 10 Public Works and 2 Clerical employees that are assigned to the Water Department. Also included are the salaries of the Assistant Superintendent, as well as one half of the salaries for the Board of Sewer and Water Commissioner's secretary and Department Superintendent.

Total Salaries Requested \$974,793

Operational Expenses:

The expense portion of this years requested budget is proposed to increase by \$2,015 or .125% over the FY 2018 budgeted amount of \$1,615,310. Some of the expense lines have been adjusted to better reflect the needs of the operation.

Total Expenses Requested \$1,617,325

Capital Projects: (Included in budget to be funded through retained earnings)

- Water Main Design/Permit \$115,500
- Emergency Generator Installation \$150,000
- Equipment Purchase \$ 52,000

TOTAL CAPITAL REQUESTED \$317,500

ARTICLE 9

SUMMARY OF PROPOSED FY 2019 SEWER DEPARTMENT BUDGET

(93 Miles of Main Line Piping, 5,742 Connections, 8 Pump Stations, Septage Receiving Facility)

Salaries:

This section of the budget includes the salaries of the 3 Public Works and 1 Clerical positions that are assigned to the Sewer Department. Also included is one half of the salary for the Board of Sewer and Water Commissioner's secretary and Department Superintendent.

Total Salaries Requested \$309,599

Operational Expenses:

The expense portion of this years requested budget is proposed to increase by \$64,430 or 2.26% over the FY 2018 amount of \$4,035,440. As has been the case with every sewer operational budget the primary factor associated with significant increases is the annual MWRA Assessment.

- | | |
|--|-------------|
| • MWRA Assessment | \$4,025,025 |
| • Septage Facility Operation and Maintenance | \$23,610 |
| • Other Expenses | \$122,260 |

Total O&M Expenses Requested \$4,170,895

Capital Projects: (Included in the budget to be funded through retained earnings)

- | | |
|--------------------------------------|-----------|
| • Vac/Jet Truck Replacement | \$425,000 |
| • Sewer Pump Station Rehabilitation | \$360,000 |
| • Vehicle Replacement | \$ 55,000 |
| • Portable Trailer Mounted Generator | \$ 85,000 |

Total Capital Requested \$925,000

ARTICLE 10

CAST IRON PIPELINE REPLACEMENT

This article if favorably acted upon will allow for the contract replacement of +/-6,775 LF of old unlined 6" cast iron water main on Riverside Place, Eleanor Road, Clark Avenue, Charles Street, Beacon Street, Charlotte Road, Marston Road, Calvert Road, and Pleasant Street (from Union Street to the Norwood line).

These improvements are part of a multi component system optimization approach to address water quality and hydraulic issues in the noted areas.

| | |
|---|--------------------|
| • Construction Contract +/- 6,775 LF | \$1,625,000 |
| • Police Details | \$ 108,000 |
| • Construction Administration | \$ 18,000 |
| • Construction Monitoring | \$ 66,000 |
| • Post Construction Services | \$ 8,000 |
| TOTAL REQUEST | \$1,825,000 |

Article 15 – Dispatcher Contract

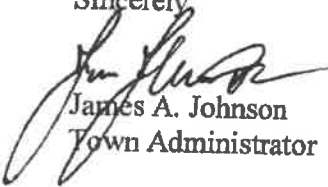
Town Meeting Members

I am pleased to report to Town Meeting Members that the Town and Massachusetts Coalition of Police IUPA (AFL-CIO) Local 466 Walpole Public Safety Dispatchers have reached an agreement on a three year contract for the period covering July 1, 2017 through June 30, 2020. At Town Meeting, you will be asked to vote on the funding component of the new contract. Per the Town of Walpole Charter, the changes to the contract as negotiated and agreed to by the parties are summarized below.

The Dispatching bargaining unit is a new Collective bargaining group that previously fell under the Walpole Personnel Bylaws. The entire contract is attached for your review and consideration. Some of the major changes between the personnel bylaws & other union contracts and the new dispatcher contract are listed below.

Please note that the entire contract along with the Personnel Bylaws are on file with the office of the Walpole Town Clerk and available on the Walpole website at www.walpole-ma.gov. Should you have any questions prior to Town Meeting, please do not hesitate to contact me.

Sincerely,



James A. Johnson
Town Administrator

- The dispatchers have agreed to a 0% increase in the first year of the contract. In year two the salary schedule will be reduced from 15 steps to 6 steps. This adjustment is in line with the recommendation that MMA Consulting group made to the Town in 2015 which was to reduce the salary schedule to fewer steps in order to get a better handle on when employees will max out. In year three of the contract the dispatchers are set to see a 2% living adjustment. Furthermore in lieu of the dispatchers agreeing to handling police and fire dispatching all employees hired prior to December 20, 2017 will receive \$1,000 in year two and three of the contract. This item will expire at the end of this contract.
- Longevity increased by \$50.
- The dispatchers accepted the Drug and Alcohol policy that was drafted by the Chiefs
- The overall management of the Dispatchers will be that of the Unified Command Structure consisting of the Town Administrator, Police Chief and Fire Chief.
- The Town retains the right to direct the operations of the dispatch center and determine how many employees are needed to operate the center. The Police Chief will ultimately be responsible for setting the schedule for all employees.
- The Town retains the right to hire part time employees as necessary. These employees will not be included in the collected bargaining agreement.

Implementation cost to be appropriated under Article 7 – Total - \$33,500 to the Dispatch salary line

The following contract, effective as of July 1, 2017 by and between, respectively, the Town of Walpole, hereinafter referred to as the "Town", and the Massachusetts XXX of XXX -IUPA (AFL-CIO) Local XXX, Walpole, hereinafter referred to as the "Union", is designed to maintain and promote a harmonious relationship between the Town of Walpole and such of its employees who are within the provisions of this contract, in order that a more efficient and progressive public service may be rendered.

PREAMBLE

It is the intention and purpose of the parties hereto that this Agreement provide an orderly collective bargaining relationship between the Town and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

It is recognized that the overall management of the Dispatch Center will be that of a Unified Command Structure consisting of the Town Administrator, Police Chief, and Fire Chief.

All new employees shall be hired on a probationary basis for one year. By the end of one year probationary period, the employee's department head shall recommend to either permanently appoint or terminate the employee. Such recommendation shall go into effect upon the approval of the Town Administrator. The Town Administrator may extend the probationary period at his/her discretion for up to one year.

It is recognized that in addition to all other functions and responsibility the Town has and will retain the sole right and responsibility to direct the operations of the employees and in this connection to determine the methods, processes and types of work performed; the schedules of shifts and hours of work; and to select, hire and demote employees, including the right to make and apply rules and regulations of discipline, efficiency and safety.

It shall also have the right and responsibility to discharge or otherwise discipline any employee for just cause, to promote, transfer and to layoff because of lack of work or other cause unless otherwise hereinafter provided.

The Town and the Union acknowledge that the Town Administrator, Chief of Police and Chief of Fire possess the discretion to determine the appropriate level of Dispatcher services as well as the qualifications of persons to perform the duties associated with Dispatching in the Town to ensure public safety and communication. The parties also acknowledge that the Town Administrator, Chief of Police and Chief of Fire have the further discretion to determine the number of Dispatchers assigned in any such instance necessary to maintain public safety or other legitimate interest of the community or department.

Employees covered by this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist employee organizations, or to refrain from such activity; to hold office in and participate in the management of the Union; to act in the capacity of Union representative; and to engage in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid or protection, except that no official of the Town of Walpole shall participate in the management of the Union or act as its representative if such activity would be incompatible with his/her official duties.

Neither the Town nor the Union will discriminate against any employee covered by the Agreement or applicant for employment because of race, color, creed or national origin.

The Dispatcher Union accepts the provisions of the American with Disabilities Act of 1990.

C. AUTHORIZATION OF PAYROLL DEDUCTION FORMS

AUTHORIZATION OF PAYROLL DEDUCTIONS

BY: _____ TO: _____
(NAME) (EMPLOYEE'S DEPARTMENT)

EFFECTIVE: _____

I hereby authorize you to deduct from my weekly earnings the Union membership initiation fee (if any) assessments and once each week an amount established by the Union as dues. The amount deducted shall be paid to the Treasurer of the Local Union.

D. AGENCY SERVICE FEE

Subject to the provisions of M.G.L. c.150E, Section 12, employees who are not members of the Union shall be required, as a condition of continued employment, to pay to the Union, a service fee. The amount of the service fee shall be, as determined by the Union, commensurate with the employee's proportional share of the costs of collective bargaining and contract administration, to the extent permitted under M.G.L. c.150E, Section 12.

ARTICLE III - SENIORITY

- A. It is agreed by the Union and the Town that seniority within the Walpole Dispatcher Union shall commence from the effective date of employment as a regular full time employee. The effective date of employment shall be the first day of employment as a regular full time Dispatcher. If one or more employees have the same effective date of employment, seniority will be determined by the Town Administrator.
- B. Seniority shall not be broken by vacation time, sick time, injury time, temporary lay-off, suspension or any approved leave of absence, or any call to military service for the duration.
- C. If an employee resigns voluntarily or is discharged for just cause, he/she shall lose all seniority.
- D. In the event of reduction in force, layoff shall be in reverse order of hiring and any recall to work shall be by seniority.
- E. Seniority shall prevail in the assignment of shifts consistent with needs of the Department as determined by the Chief of Police or his/her designee. All written requests for shift transfers will be considered by the Dispatch Supervisor, and approved or denied by the Chief of Police or his/her designee and written answers given.

ARTICLE IV - BEREAVEMENT LEAVE

An employee shall be granted up to four (4) working days leave without loss of pay, the last day of which shall be the day of the funeral or memorial service in the event of a death in the immediate family of the employee. Bereavement leave shall not be deducted from sick leave.

Immediate family shall mean and include the following: Spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, grandparents and grandchildren.

Reasonable travel time shall be allowed at the discretion of the Dispatch Supervisor.

2. Personal illness.

- C. It is agreed that employees may use up to five (5) sick days for the birth of his/her child.
- D. A physician's certificate may be required by the Town for absences over three (3) consecutive working days, or in case of repeated absences of less than three consecutive working days. Said certificate shall be secured at the employee's expense.
- E. A Sick Leave Bank will be established for all members of the unit who have completed their probationary period and whose sick leave accumulation has been exhausted and who have been out of work for a minimum of 30 consecutive days.

The Sick Leave Bank will be funded by all participating Union members contributing one day per year on July 1st from their accrued sick leave and by those Union members who have accumulated the 140 maximum accrued sick days.

Individuals shall not qualify for Sick Leave Bank unless they have accumulated at least 30 days sick leave as of July 1st of any year.

Before applying to the Sick Leave Bank, the individual must have exhausted their own individual sick leave, have been out of work for at least 30 consecutive days and be carried on sick leave by the Town of Walpole.

A Union member shall only be eligible to withdraw from the Sick Leave Bank that amount of time which was previously exhausted through regular accrued sick time as a result of the sickness which prompted the individual to apply for access to the Sick Leave Bank.

Upon an employee's return to work from an illness, the employee's eligibility in the Sick Bank is restored and if additional time off is necessary, the Sick Bank Committee may agree by majority vote to grant the use of additional sick bank hours.

The Sick Bank shall consist of three (3) members with two (2) chosen by the Union and one (1) member chosen by the Town Administrator.

No employee shall be eligible to receive benefits from the Sick Leave Bank on account of any elective surgery or an illness, injury, disability or quarantine of a family member.

Criteria that may be considered by the Committee in evaluating an employee's request for benefits from the Sick Leave Bank shall include, but not be limited to:

- a. The seriousness of the employee's illness, injury, disability or quarantine;
- b. The anticipated duration of the employee's illness, injury, disability or quarantine;
- c. The employee's length of service with the Town;
- d. The number of hours typically worked each week by the employee in normal circumstances;
- e. Other sources of income or benefits that the employee receives, or is eligible to receive, during the period of his/her illness, injury, disability or quarantine;
- f. The propriety of the employee's prior use of sick leave; and
- g. The aggregate number of hours currently available in the Sick Leave Bank.
- h. It is agreed that employees may use up to five (5) sick days for the birth of his/her child.

conferring doctors. The third physician shall render his/her decision within seven (7) calendar days or as soon as practical thereafter. The decision of the third physician shall be final and binding as to whether the Dispatcher is medically capable of being assigned to limited or light duty at that time.

If the Dispatcher is determined by the third physician to be capable of returning to limited or light duty and he/she is assigned to same and he/she does not report for same, his/her pay shall be discontinued and he shall be subject to disciplinary action. Nothing herein, however, shall prevent the Town from having the Dispatcher subsequently reexamined at reasonable intervals, normally not less than fourteen (14) calendar days, to see if the Dispatcher has sufficiently recovered to commence light duty. The cost of the appeal procedure, namely payment of the third physician, shall be paid for by the Town.

Nothing herein shall preclude any injured member from seeking retirement nor shall anything herein preclude the Town of Walpole from involuntarily retiring members. Further, nothing herein shall preclude an injured Dispatcher from seeking and obtaining treatment for said injury from a physician of his/her choice. Nothing herein shall require or preclude the Town from, or limit his/her discretion regarding the granting or denying of a request from an Dispatcher out on sick leave to work on limited or light duty; however, such assignments shall not be made involuntarily.

It is understood that assignments to light duty are temporary in nature and shall not exceed beyond the period of disability.

ARTICLE XI - COURT TIME

Employees required by the Department or the Court to appear in the District Courts, Superior Courts, or Civil Courts of the Commonwealth or the United States of America for criminal or civil business at other than their regularly scheduled working hours, when the appearance is required as a result of the employee's performance of his/her regular public safety duties, shall be guaranteed two (2) hours pay at the overtime rate. All time in excess of two (2) hours shall be compensated at the overtime rate. It is specifically agreed that if the Dispatch Supervisor or in their absence, the Officer-In-Charge, orders a Dispatcher to appear for an interview or preparation for trial prior to the normal starting time for Court then that Dispatcher will be paid at the overtime rate for those hours that he/she appears prior to the starting time.

ARTICLE XII - HOLIDAYS

The following days and no others shall be considered holidays for employees covered under this agreement.

| | |
|------------------------|-----------------|
| New Year's Day | President's Day |
| Patriot's Day | Memorial Day |
| Fourth of July | Labor Day |
| Columbus Day | Veteran's Day |
| Thanksgiving Day | Christmas Day |
| Martin Luther King Day | |

Those employees required to work on a holiday will receive time and one half pay for the shifts worked during the holiday. Member of the dispatcher bargaining unit will be paid in the same manner in which the Police bargaining unit is paid for Thanksgiving and Christmas.

Members of the Bargaining Unit shall be granted the above holidays provided the employee worked the regularly scheduled hours on the last scheduled shift within twenty-four hours prior to the holiday, worked the holiday if scheduled, and worked the first scheduled shift within twenty-four hours after the holiday. The Town reserves the right to waive the above requirement.

dispatcher has blocked out a 2 week vacation slot at the beginning of the year. The vacation schedule for the following calendar year will be posted on December 1st and vacations will be posted to the calendar based on a seniority basis until December 20th. From December 21st to December 31st all available slots can be scheduled regardless of seniority. The calendar will have one slot available for each 8 hour shift on each day. There will be no more than 2 dispatchers taking vacation time within a 24 hour period.

Employees hired prior to December 20, 2017 shall be eligible to take personal leave time each fiscal year equal to sixty (60) percent of the weekly authorized hours. Requests for personal leave shall be submitted twenty four hours in advance and shall be subject to the approval of the employees Department Head.

ARTICLE XVIII - PERSONAL LEAVE OF ABSENCE WITHOUT PAY

Personal Leave of Absence for a limited period not to exceed thirty (30) days shall be granted for any reasonable purpose and such leave may be extended or renewed for a reasonable period not to exceed (30) days at the discretion of the Town.

ARTICLE XIX – WAGES

Walpole Dispatch Supervisor Pay Schedule – FY2018 (effective July 1, 2017)

| | | | |
|---------------|---------------|---------------|---------------|
| <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> |
| \$27.61 | \$29.30 | \$31.09 | \$33.00 |

Walpole Dispatch Supervisor Pay Schedule – FY2019 (effective July 1, 2018)

| | | | |
|---------------|---------------|---------------|---------------|
| <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> |
| \$27.61 | \$29.30 | \$31.09 | \$33.00 |

Walpole Dispatch Supervisor Pay Schedule – FY2020 (effective July 1, 2019) – 2% Living adjustment

| | | | |
|---------------|---------------|---------------|---------------|
| <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> |
| \$28.16 | \$29.88 | \$31.71 | \$33.66 |

The Dispatch Supervisor will generally work the second shift however the Chief of Police shall have the authority to modify the Supervisor's work schedule as the Chief deems necessary. If the Dispatch Supervisor is scheduled to work and there is an absence the supervisor will be allowed to fill in if necessary for up to three days without the need to call in another dispatcher on overtime. If there is an absence when the supervisor is not scheduled to work the supervisor will follow the overtime procedures outlined in Article VII of this agreement. The Supervisor of Dispatch shall only be eligible to work overtime after everyone on the overtime list has been called or in the event that the Chief of Police determines that it is necessary for the Supervisor to work overtime hours.

When the position of Dispatch Supervisor is vacant the position will be posted externally. Current Dispatch union personnel are encouraged to apply for the position however The Town Administrator shall have the sole discretion to choose who shall serve as the Dispatch Supervisor.

Walpole Dispatcher Pay Schedule – FY2018 (effective July 1, 2017)

For the purposes of year 1 of this contract all current employees will remain in the current Town's hourly pay schedule that was approved by Town Meeting for FY 2018.

decision. The Board may conduct a hearing if the Chairman of the Board determines one is necessary. Any meeting(s) arising out of a grievance at this step between the Board of Selectmen and the Union shall be held in executive session unless both the Selectmen and the Union specifically waive this provision in writing. The Board of Selectmen shall issue a decision on the grievance as soon as possible, but not later than twenty (20) working days after the next regular meeting of the Board of Selectmen.

Grievances of Disciplinary Action

Grievances involving disciplinary action shall be processed beginning at the second step of the grievance procedure. If the grievance reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation and benefits that would have been due the employee.

Arbitration

A grievance, which was not resolved in Step 3 under the Grievance Procedure, may be referred to arbitration. The notice shall be filed within thirty (30) working days after denial of the grievance at Step 3 under the Grievance Procedure. It is understood and agreed that no grievance, dispute or misunderstanding between parties arising out of events, which occurred prior to the execution of this Agreement, shall be submitted to arbitration under the provisions of this Agreement.

It is further understood and agreed that no matter relating to the power and authority vested within the Employer by statute shall be submitted to arbitration. The party referring a grievance to arbitration shall have the obligation of going forward with its case before the other party shall be required to present its case or adduce any testimony. Furthermore, this party referring this matter to arbitration shall pay for all costs associated with the Arbitrator.

The decision of arbitrator shall be supported by substantial evidence on the record as a whole, and shall be final and conclusive and binding upon all employees, the Employer and the Union. The arbitrator shall have no power to add to or subtract from or modify in any way the terms of this Agreement; nor shall the arbitrator have jurisdiction, unless otherwise herein provided, in any case submitted to arbitration to affect in any way, directly or indirectly, by any decision or in any other manner, the right and responsibility of the Employer to direct its employees, the assignment of work to employees, the shift schedules and hours of work and the rules and regulations to be made or applied for discipline.

The party referring a grievance to arbitration shall have the obligation of going forward with its case before the other party shall be required to present its case or adduce any testimony.

The arbitration proceeding shall be conducted by the Commonwealth of Massachusetts Board of Conciliation & Arbitration, or the American Arbitration Association by mutual agreement between the Union and the Employer.

The arbitrator shall issue his/her written decision not later than thirty (30) working days from the date of the close of the hearings, or if oral hearings have been waived, then from the date of transmitting the final statement and proofs to the arbitrator. The decision of the arbitrator will be accepted as final by the parties to the disputes and both will abide by it.

The Employer agrees that it will apply to all substantially similar situations, the decision of an arbitrator sustaining a grievance, and the Union agrees that it will not bring or continue and that it will not represent any employee in any grievance, which is substantially similar to a grievance denied by the decision of an arbitrator. The arbitrator's fee will be shared equally by the parties to the dispute.

7. The department will designate to the testing facility the specific drugs for which the sample is to be analyzed. The testing facility will report findings only as to those specific drugs for which the department requested testing.

The testing shall consist of an initial screening test, and, if that is positive, a confirmation test. The confirmation test shall be by gas chromatography or mass spectrometry.

8. Each step of the processing of the test sample shall be documented in a log to establish procedural integrity and the chain of custody. Where a positive result is confirmed, test samples shall be maintained in secured storage for as long as necessary.

H. Prohibited Conduct.

- 1. Illegal possession of any controlled substance.
- 2. Illegal use of any controlled substance.
- 3. Refusal to comply with the requirements of this drug policy.
- 4. Improper use of prescription medicine.

I. Discipline. Disciplinary action will be taken consistent with the procedures established under the current collective bargaining agreement.

ARTICLE XXV - DURATION

This Agreement and each of its provisions shall be in effect as of July 1, 2017 and shall continue in full force and effect until June 30, 2020, except as otherwise herein provided.

Should neither party to this Agreement send notice of termination sixty (60) days prior to the termination of this Agreement, it will be considered automatically to be continued in force and effect and renewed for another year.

WHEREFORE, we hereunto set our hands and seal this day and year:

Ratified by Dispatcher Union 12/20/18
Massachusetts Coalition of Dispatch
IUPA (AFL-CIO) Local XX, Walpole

BY:

[Signature]
Jeffrey Oates
Cary J. Mitty
 DATE: 3/1/18

Ratified by the Town _____
TOWN OF WALPOLE
BOARD OF SELECTMEN

DATE: _____

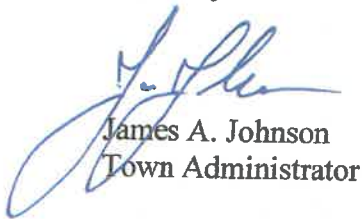
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Article 16 – Fire Fighter Contract

Town Meeting Members

I am pleased to report to Town Meeting Members that the Town and the Walpole Permanent Fire Fighters Association, Local 2464 International Association of Fire have reached an agreement on a three year contract for the period covering July 1, 2017 through June 30, 2020. At Town Meeting, you will be asked to vote on the funding component of the new contract. Per the Town of Walpole Charter, the changes to the contract as negotiated and agreed to by the parties are summarized below. The Language that is being added is shown in bold and highlighted, while the language that is being removed is shown with the strikethrough style. Further, if you wish to view the entire contract you may do so at the office of the Walpole Town Clerk, or on the Walpole website at www.walpole-ma.gov. Should you have any questions prior to Town Meeting, please do not hesitate to contact me.

Sincerely,



James A. Johnson
Town Administrator

ARTICLE VI - STAFFING PROVISIONS

There shall be assigned to each tour of duty a combination, so designated by the Fire Chief, of officers/acting officers, firefighters, firefighter/EMTs, and/or firefighter/EMT/Paramedics that shall not number less than **eight (8)** ~~seven (7)~~, provided that of the ~~seven (7)~~ **eight (8)**, one shall be a Captain, one shall be a Lieutenant, and ~~five (5)~~ **six (6)** shall be FF/EMTs of which at minimum ~~two (2)~~ **four (4)** shall be at the Paramedic level. This language will not supersede Article XXXVIII Job Layoff And Recall article. However, in the event that a reduction(s) in force as a result of layoff(s) of the Walpole Fire Department would otherwise result in a regular tour of duty staffing of less than **eight (8)**, this section shall be voided. **This provision shall take effect on November 30, 2018 or when all four shifts have 9 personnel on each shift whichever is sooner.**

Further, this provision shall not be in effect in any year when Town Meeting does not appropriate adequate funds to support an eight (8) man minimum.

ARTICLE VIII - SAFETY COMMITTEE

A Safety Committee of 4 members shall be established consisting of two firefighters, one lieutenant and one Captain **representing each group** all to be selected by the Union, as well as the Deputy Fire Chief and the Fire Chief. The Committee shall meet not less than twice per year at the discretion of the Fire Chief.

ARTICLE XIV - UNION BUSINESS LEAVE

- d. Total hours used not to exceed 144 ~~192~~ hours. **This amount shall not be reduced when any employee on duty on union business leave is not covered.**

ARTICLE XV - HOURS OF WORK AND OVERTIME

h. All new hires shall attend and successfully complete a full time fire fighter academy basic fire fighter recruit training and must obtain pro board certification for firefighter I/II. will be required to attend and graduate from a recruit training class at the Massachusetts Fire Academy. Employees hired and who commence duties prior to academy graduation shall be restricted to ambulance/ems duties. Further, it is agreed that not more than one such employee may be eligible to work per shift. Further, personnel who attend the fire academy through the Walpole Fire Department agree to remain in the employ with the Town in good standing for a minimum of five (5) years from date of graduation.

ARTICLE XVI - WEEKLY PAY SCHEDULES

FY 18 - .75%

FY 19 - 1.5%

FY 20 - 2.75%

Fire Fighters who leave the leave the employment of the town prior to approval of funding of this contract by Town meeting will not be eligible for any retroactive pay. This clause shall not apply to Fire Fighters who permanently retire from the Town of Walpole.

Last sentence in paragraph D.

Employees shall be compensated with overtime pay or shift coverage for re-certification purposes. This rate shall be at the "hour for hour" amount. This paragraph will only apply to re-certification.

~~Employees shall be compensated with overtime pay or shift coverage for re-certification purposes.~~

The Chief will work with Local 2464 to develop a policy that is mutually agreeable to both parties that outlines the expectations of new employees who resign from the Walpole Fire Department with less than three years of service to the Walpole Fire Department. The purpose of the policy will be to allow the Town to be reimbursed for expenses related to hiring, equipment and training.

ARTICLE XIX - HOLIDAYS

A. The following days and no others are recognized as holidays for employees covered under this agreement by the Town of Walpole:

- | | |
|------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| President's Day | Veteran's Day |
| Patriot's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |

In the event that a new state or federal holiday is adopted via state or federal legislation, said holiday shall be added to the above list. ~~Should the Town give other employees holiday time off (i.e. Christmas Eve, New Year's Eve, etc.), all members working the shift shall receive pay equal to said time off.~~

ARTICLE XX - VACATIONS

e. **Vacation time is accrued based upon years of service as shown above. Vacation time accrual may be pro-rated by the employer in cases of injured on duty leave where an employee is on injured on duty leave for greater than 90 calendar days.**

ARTICLE XXII - PROMOTION POLICY

A firefighter with 3 years experience with the Walpole Fire Department may be eligible to take the fire lieutenants exam.

A lieutenant with 2 years experience at that rank may be eligible to take the fire captains exam.

In order to be placed on the eligibility list, candidates must receive a score of 70% or greater on the written examination.

A list of study materials shall be made available to the local no less than 90 days prior to the exam date.

A reading list of books will be maintained and available to all personnel.

The lists for promotion will be updated every 2 years.

Any eligible member of the department wishing to sign up for the exam shall indicate in writing to the Chief within ten (10) days of the posting of the exam of their intent to take the exam.

Assessment centers will be used as part of the promotional process to assess the candidates abilities to perform the duties assigned to the position and to rank each candidates demonstrated abilities.

It is important to note that while the candidates will be considered in the order posted, the Fire Chief reserves the right to select from the entire list of candidates when determining the most suitable person for promotion.

The Chief shall make the final selection of a candidate for promotion.

Implementation cost to be appropriated under Article 16

- Fiscal year 2018 (current year) - \$35,000
- Fiscal Year 2019 - \$132,800

Board of Health

William Morris, Chairman
Carol Johnson, Clerk
Richard Bringhurst, MD
Richard Beauregard
Mona Bissany, RPH



Town Hall
135 School Street
Walpole, Ma. 02081
Phone (508) 660-7321
Fax (508) 660-6345

*Town of Walpole
Commonwealth of Massachusetts*

ARTICLE 20

TO: Board of Selectmen / Town Meeting Members
FROM: Robin Chapell, Health Director
RE: Report Revolving Fund for Compost Bins
DATE: April 2, 2018

This revolving fund was set up so the Town could receive start up compost bins from the Department of Environmental Protection, sell them at a very reduced cost to homeowners to encourage composting, use the proceeds collected from the sales to buy more bins and keep selling them until all funds have been expended. We have sold 1103 compost bins since the start of the program to Walpole residents. Since my last report we sold 22 more bins at \$25/bin. We purchased 21 more bins at a cost of \$1,197.00. Presently we have \$2017.26 remaining in the revolving fund.

Articles 24 - 25 - 26

Additional Real Estate Tax Exemptions for Disabled Veterans, Blind, Surviving Spouses and Elderly

Massachusetts General Laws allows certain exemptions from all or a portion of their property tax bills. These exemptions are allowed to those who qualified under State Law, primarily from among the elderly; disable veterans, the blind, widows and widowers, and minor children of deceased parents. These programs provide tax exemptions which are set forth in Chapter 59, Section 5 of Massachusetts General Laws. The following articles will expand these real estate property tax exemptions. All exemptions are granted on the individual domicile.

Article 24: ELDERLY EXEMPTION:

To see if the Town will vote pursuant to Clause 41C, Section 5, of Chapter 59 of the Massachusetts General Laws to reduce the age from 70 to 65 years old at which qualifying seniors will be eligible for the real estate tax exemption.

By lowering the qualifying age of eligibility from 70 to 65 will expanded the number of individuals that could qualify for this tax exemption.

Article 25: BLIND

To see if the Town will vote to accept the provisions of Chapter 59, Section 5, Clause 37A of the Massachusetts General Laws, which authorizes an exemption of \$500 for blind persons who are legal residents of the Commonwealth and of the Town, thereby increasing the amount of the exemption from the current amount of \$437.50

Increase the current tax exemption amount from \$437.50 to \$500.

Article 26: INCREASING CURRENT REAL ESTATE EXEMPTIONS

To see if the Town will vote to amended the additional real estate tax exemption under M.G.L. Chapter 59 Section 5C1/2 to taxpayers who are granted exemptions on their domiciles under M.G.L. Chapter 59 Section 5, including certain blind people, veterans, surviving spouses and seniors, to an additional exemption of up to 75% of the personal tax exemption.

Town Meeting has adopted the Optional Additional Real Estate Exemption since **FY 2001**. The current exemption is an additional 50% to the property exemptions. This article increases that percentage from 50% to 75%. The additional exemption is a uniform percentage for all state statutory exemptions granted on the applicant domicile.

PROPERTY TAX EXEMPTIONS & DEFERRAL FOR DISABLED VETERANS, OLDER CITIZENS, SURVIVING SPOUSES AND MINORS

The Walpole Board of Assessors is offering advice for taxpayers regarding property tax exemptions and deferrals of property taxes. **Applications are ONLY allowed to be accepted July 1st through the end of March.**

The Assessors Office receives many inquiries regarding property tax exemptions from taxpayers on limited income who are coping with rising household expenses and property taxes. Fortunately, there are programs to help you meet your tax obligations. These programs, which provide either property tax exemptions or a deferral of taxes, are set forth in different clauses of Section 5 of Chapter 59 of the General Laws of Massachusetts. Those specifically geared to you are Clause 17D, Clause 41C, or Clause 41A (Tax Deferral).

The Assessors have briefly outlined the following regulations pertaining to these exemptions:

Clause 41C - Elderly Exemption (\$1,000 up to \$1,500 Tax Exemption)

Must be 70 years of age by July 1st.

For a Single person: Assets not to exceed \$40,000 & Income less than \$20,000 per year.

For a Married person: Assets not to exceed \$55,000 & Income less than \$30,000 per year.

Assets - Excluding assessed value of domicile as of July 1, household items, and motor vehicles.

Income includes all gross receipts. Owned and Occupied real estate in MA for 5 years, plus have to have lived in MA for the last ten years. Surviving Spouse must have occupied the property five years.

Clause 17D - For Older citizens, Surviving Spouses and Minors (\$175 up to \$262.50 Tax Exemption)

Must be 70 years of age by July 1st.

Total worth may not exceed \$40,000 (excluding the assessed value of the domicile as of July 1).

Income not considered when applying for Clause 17D.

A surviving spouse of any age or a qualified minor (a minor who has a deceased parent).

Clause 18 - Hardship

For persons who, because they are aged, infirm and poverty-stricken, cannot make full or partial payment of their property taxes. The decision to grant a Clause 18 exemption is made solely at the discretion of the Assessors.

Clause 37 - Blind (\$437.50 up to \$656.25 Tax Exemption)

Available to a blind person registered with the Mass. Commission of the Blind. Require Certificate of Blindness.

Clause 22 - Disabled Veterans (\$400 up to \$600 Tax Exemption)

Provides exemptions to certain veterans (and their spouses or surviving spouses) who were not dishonorably discharged and who meet certain residency requirements.

Certification of a war-service connected disability from the Veterans Administration and separation papers (minimum 10% disability).

Must have lived in Massachusetts for not less than 5 years prior to filing for exemption.

Clause 41A - Tax Deferral

Persons must be 65 years or older by July 1 of the year of application.

Massachusetts must have been your domicile for the preceding ten years.

Applicants must have owned and occupied your domicile and any real property in Massachusetts (including present property) for five years.

Gross annual income cannot exceed Single \$57,000, Married \$84,000.

If the applicant meets the requirements, they can defer all or a portion of the taxes for the year. The interest on the amount deferred is four percent (4%) simple interest. The community imposes a lien on the property when the deferral is approved.

If you have any further questions or wish more information, please contact the Board of Assessors at (508) 660-7315, or write us at Board of Assessors, 135 School Street, Walpole, MA 02081.

Dear Representatives of Town Meeting,

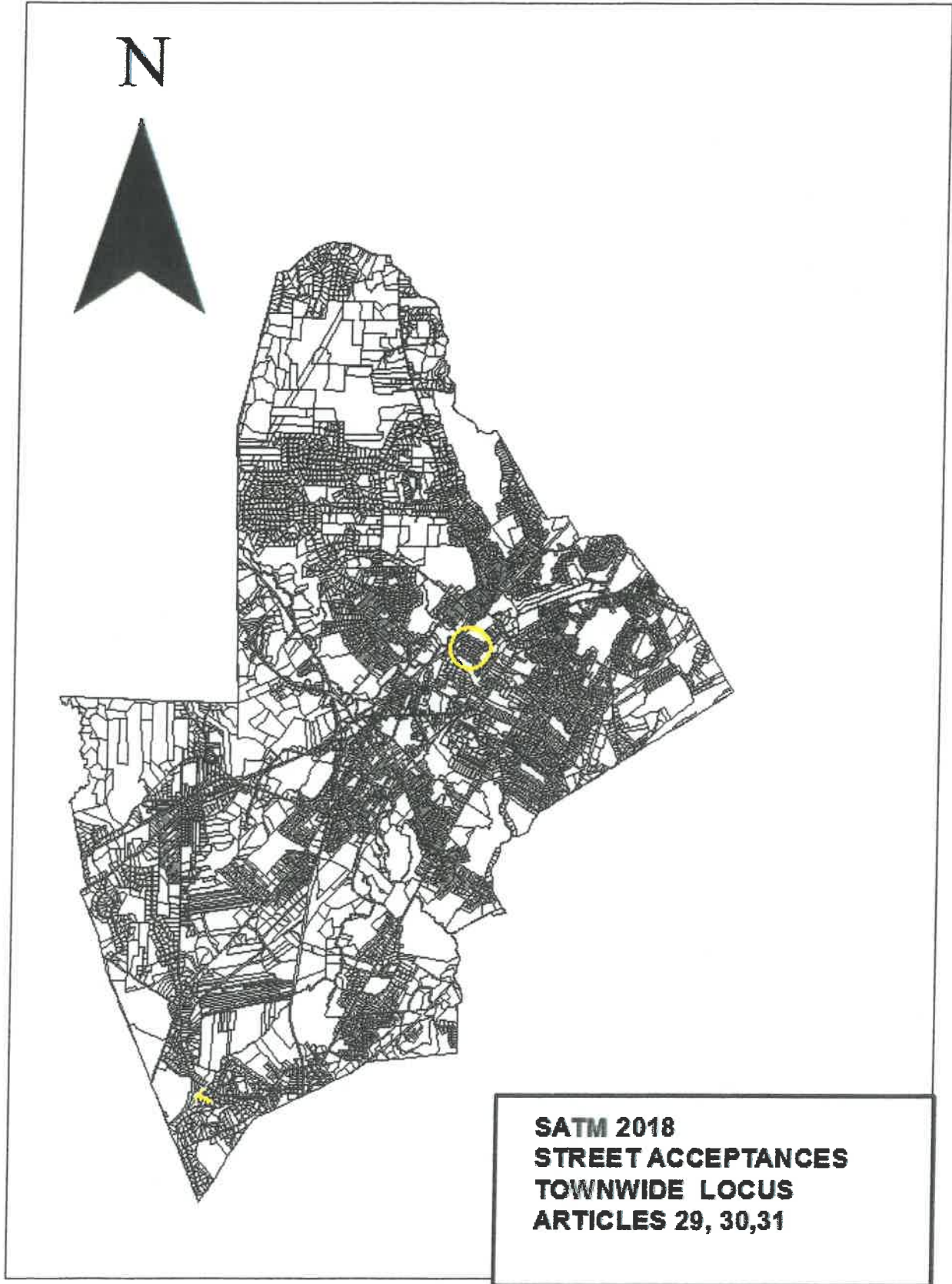
The Passage of Article 27 and 28 would accept certain language of the Municipal Modernization Act. Sections 193 and 194 of Chapter 218 of the Acts of 2016 will allow the Board of Selectmen to reduce speed limits in thickly settled or business districts to 25 MPH by accepting G.L. c.90, §17C and to establish so-called "Safety Zones" covered under G.L. c.90, § 18B, where the Board could reduce speed limits to 20mph, for public safety purposes without approval of the state, and with approval on state roads. These measures could enhance the quality of public safety in Walpole especially in our most vulnerable areas.

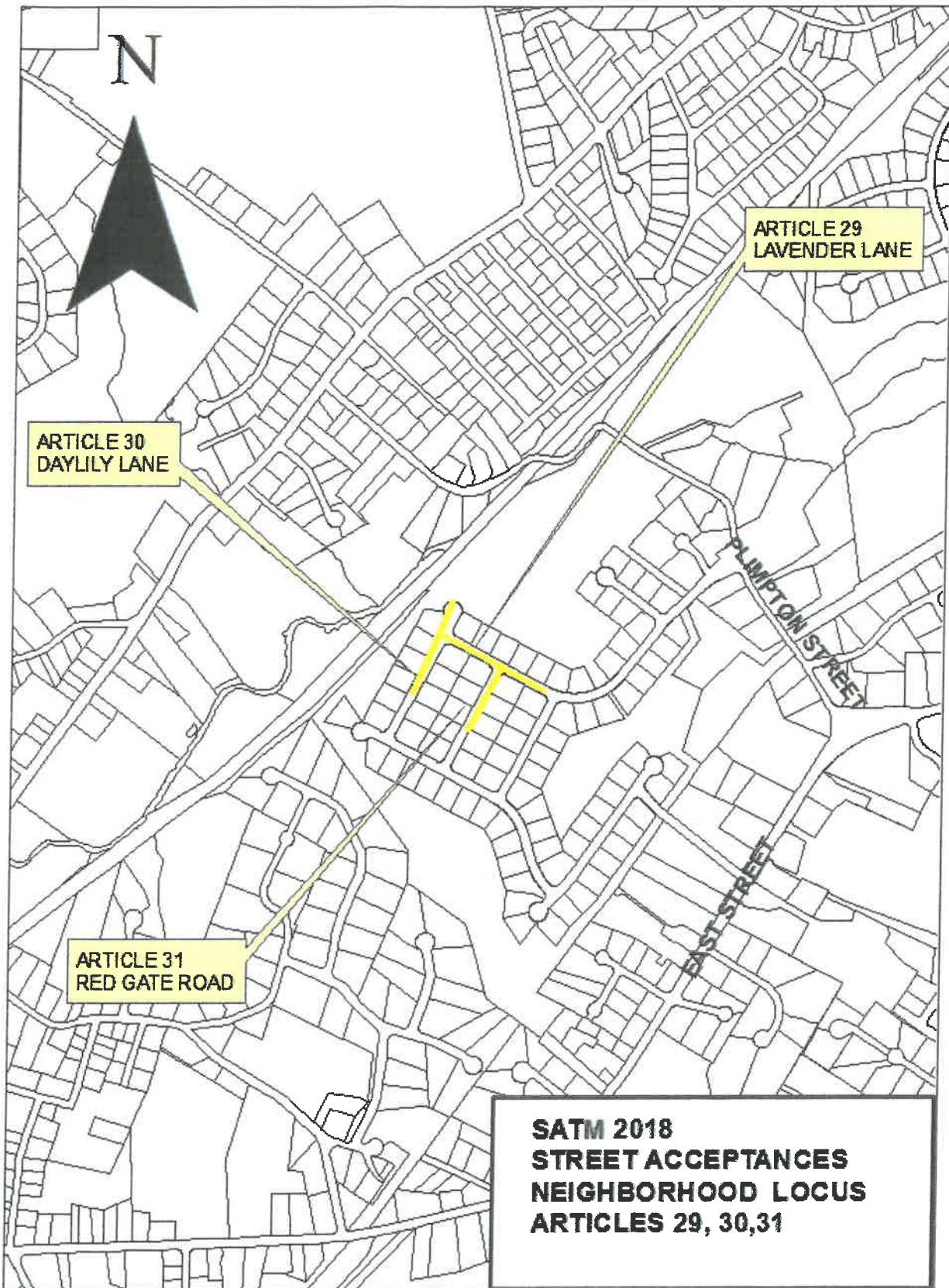
ARTICLE #27

M.G.L. c.90, §17C: The Act inserts a new local acceptance section allowing the road commissioners (i.e. Walpole Board of Selectmen), in "the interest of public safety" to "establish a speed limit of 25 miles per hour on any roadway inside a thickly settled or business district in the city or town on any way that is not a state highway." Upon establishing a speed limit under G.L. c.90, §17C, the municipality must notify the State Department of Transportation, and operating a motor vehicle in excess of such limit shall constitute a violation of G.L. c.90, §17.

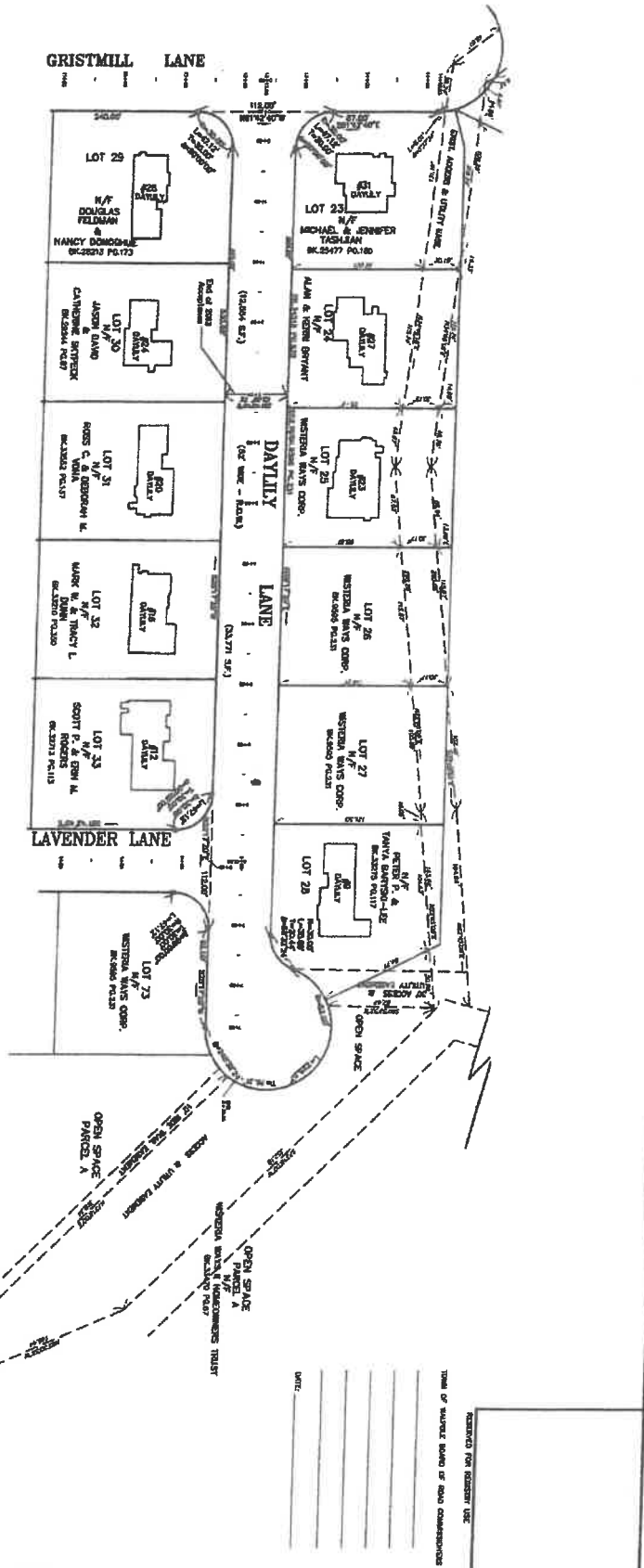
ARTICLE #28

M.G.L. c.90, §18B - Designated Safety Zones: The Act inserts another local acceptance provision allowing Board of Selectmen to establish designated "safety zones" with a speed limit of "20 miles per hour "on, at or near any way in the city or town which is not a state highway, and with the approval of the department if the same is a state highway." Operation of a motor vehicle in excess of 20 miles per hour in such a zone shall constitute a violation of G.L. c.90, §18B.





Article 30



NOTES:
 1. TOTAL AREA OF DAAILY LANE (PLAN 2400) IS 82,344 SQ. FT. - 1.8771 ± AC. TO BE TAKEN FROM THE WESTERN VANS CORP. TRACT 200 (SEE PLAN 1982 200)

1. LOTS 23-35 ARE TO BE TAKEN FROM THE WESTERN VANS CORP. TRACT 200 (SEE PLAN 1982 200) AND ARE TO BE TAKEN FROM THE WESTERN VANS CORP. TRACT 200 (SEE PLAN 1982 200).
 2. THE DEVELOPER HAS OBTAINED THE NECESSARY RIGHTS FROM THE WESTERN VANS CORP. TRACT 200 (SEE PLAN 1982 200) TO DEVELOP THIS PROJECT.
 3. THE DEVELOPER HAS OBTAINED THE NECESSARY RIGHTS FROM THE WESTERN VANS CORP. TRACT 200 (SEE PLAN 1982 200) TO DEVELOP THIS PROJECT.
 4. THE DEVELOPER HAS OBTAINED THE NECESSARY RIGHTS FROM THE WESTERN VANS CORP. TRACT 200 (SEE PLAN 1982 200) TO DEVELOP THIS PROJECT.



ACCEPTANCE PLAN
"DAIILY LANE"
 34a 2+00 to 34a B+0.00 END
WALPOLE, MASS.
 SEPTEMBER 19, 2017
 REVISION: REVISION 21, 2017
 SCALE: VERT. 1"=4', HORZ. 1"=40'
 PREPARED BY:
 WESTHILL VANS CORP.
 14 HORNWIND LANE
 WILPOLE, MASSACHUSETTS 02081
 ENGINEER:
 G.I.M. ENGINEERING
 19 EXCHANGE STREET
 HOLLISTON, MASSACHUSETTS 01746
 508-940-1100 FAX:508-940-7150
 SHEET 1 of 1 26184A

REVISION FOR DESIGN USE

TITLE OF SUBJECT PLANS OR ROAD CORRIDORS

DATE



Town of Walpole
Commonwealth of Massachusetts

Article 32

That the Town vote to amend the Wetland Protection Bylaw, section 561 of the General Bylaws, by making the following administrative corrections:

§561-7: Permits, Determinations, and Conditions, fourth sentence, strike “shall”

If the Commission, after a public hearing, determines that the activities which are the subject of the application are likely to have significant or cumulative effect upon the wetland values protected by this Bylaw, the Commission, within 21 days of the close of the hearing, ~~shall~~ may issue or deny a permit for the activities requested.

Note: In this case “may” was used in order to give the Commission the option to take no action to approve or deny the permit request.

§561-11: Enforcement; violations and penalties, paragraph B: strike ~~City Council/~~ and ~~City Solicitor/~~

Upon request of the Commission, the ~~City Council/~~Board of Selectmen and the ~~City Solicitor/~~Town Counsel shall take legal action for enforcement under civil law.

Note: “City Council” and “City Solicitor” were removed because they do not apply to Walpole’s form of government.

The Conservation Commission voted on 12/13/2017, 6-0-0 to submit the following administrative corrections to Spring Town Meeting warrant.

**Town of Walpole
Commonwealth of Massachusetts**



Community Planning Director
Timothy D. Higgins

**Town Hall
Room 212**
135 School Street
Walpole, MA 02081
Phone (508) 660-7251
Fax (508) 668-2071

Memo To: TOWN MEETING MEMBERS
From: Timothy D. Higgins, Community Planning Director
Subject: Zoning Article Summaries for 2018 Annual Town Meeting
Date: April 06, 2018

Please find brief summaries (in **bold text**) of proposed zoning amendments in Articles 34, 35, 36, 37 and 40 for the 2017 Annual Town Meeting (ATM) followed by the recommendation of the Planning Board.

ARTICLE 34: To see if the Town will vote to amend the Walpole Zoning Bylaw Section 6-B Schedule of Dimensional Regulations by renumbering the Explanatory Notes to Schedule of Dimensional Regulations. (Petition of the Planning Board)

The purpose of this Article is to correct a scrivener's error in the numbering of the notes in this Section of the By-Law. There are no text or substance changes being proposed. The Planning Board voted 5:0 to recommend favorable action on this Article.

ARTICLE 35: To see if the Town will vote to amend the Walpole Zoning Bylaws by limiting Age Qualified Village (AQV) uses to locate only in the Residential – B (RB) and General Residential (GR) Districts. (Petition of the Planning Board)

This Article removes the option of constructing an Age Qualified Village (AQV) in non-residential districts (i.e. Business (B), Limited Manufacturing (LM) and Highway Business (HB) as well as in the Rural District (R). The intent is to retain the non-residential districts for non-residential uses (i.e. commercial/industrial/retail) and not allow residential uses. It also precludes the higher density AQV's from being located in the Rural District where such uses would not be in character with existing single-family housing on larger lots. The Planning Board will make a recommendation at Town Meeting.

ARTICLE 36: To see if the Town will vote to amend the Walpole Zoning Bylaws by eliminating current Section 6-C.4.A and inserting a new Section 6-C.4.A. The Board of Appeals could by Special Permit allow more than one (1) principal building on a lot of at least 40,000 square feet in General Residence (GR) Districts. New performance standards including a minimum of two (2) dwellings per building, 30-foot setbacks between buildings, a limitation of one (1) dwelling unit for every 10,000 SF of lot area lot and incorporating Full Site Plan Review from the Planning Board are detailed. (Petition of the Planning Board)

The 2017 Fall Special Town Meeting adopted Article 29 which placed a moratorium on the issuance of Special Permits by the Zoning Board of Appeals (ZBA) under Section 6-C-4A (i.e. allowing two (2) dwellings on a lot in the General Residence District). The moratorium ends on June 30, 2018. The moratorium was adopted to allow the Planning Board time to review and redraft this provision. Among other requirements, the new text defines setbacks for proposed dwellings, requires a minimum of a two-family (duplex) dwelling be constructed on a lot and would preclude single-family dwellings. The requirement for a Special Permit from the Zoning Board of Appeals (ZBA) remains in place with the additional requirement of filing for Site Plan Review with the Planning Board. The Planning Board voted 3:2 to recommend favorable action on this Article.

ARTICLE 37: To see if the Town will amend the Walpole Zoning By-Laws by inserting the underlined text to the definition of a Private for profit school: “ d. Private for profit school, nursery school or any educational or daycare institution operated by private, profit seeking businesses”. (Petition of the Planning Board)

This Article adds additional detailed language to the definition of “*Private for profit school*” in the Use Table. The intent is to further define and clarify what is considered a ‘for-profit’ private school. The Planning Board voted 5:0 to recommend favorable action on this Article.

ARTICLE 40: To see if the Town will vote to amend the Walpole Zoning Bylaw by inserting a new section, Section Open Space Residential Development (OSRD). (Citizen’s petition):

This Article would add a new Open Space Residential Development (OSRD) section to the By-Law. OSRD’s would only be allowed in the Rural (R), Rural Residence (RA) and (RB) zoning districts. It was NOT drafted by the Planning Board. Minimum parcel size would be twenty (20) acres allowed by Special Permit and subdivision approval from the Planning Board. The Board noted numerous technical deficiencies within the Article. For example there were not suitable performance standards included which would provide guidance and flexibility for the Board to be responsive to the concerns of abutters. Therefore, the Planning Board voted 5:0 to recommend this Article **NOT** be adopted.

Town Meeting Article 38:

The Walpole Historical Commission has been working on amendments to the Demolition Delay Bylaw since 2016. The Commission began collaboration with the Building Commissioner on proposed bylaw changes in 2017, and sought feedback from Selectmen in early 2018 before submitting an Article for inclusion on the Spring Town Meeting Warrant.

The Commission is proposing to add some sections to the bylaw with language from the Mass. Historical Commission's model Demolition Delay Bylaw, and the Commission also reviewed Demolition Delay Bylaws currently in place in other communities in developing the bylaw amendments proposed in this Article.

Overall, there are both major and minor changes being proposed. It is the Historical Commission's intent, with the support of Representative Town Meeting, to strengthen our ability to protect historic structures in the community by extending the demolition delay to twelve months from its current six months; while also imposing other changes to the bylaw to clarify wording and give the bylaw its first significant updates in almost 50 years.

A longer delay period would ensure that historically significant structures in the town will be less likely to be demolished, or even threatened for demolition, because the longer time window will require a property owner, or a developer, to pursue greater due diligence to explore alternatives to demolition. The extension of the delay is based on the recommendation of the Mass. Historical Commission, and also to reflect input we have received from citizens over the past several years. Most towns in Massachusetts are moving toward having demolition delays of longer than six months.

Here is a list of the changes that would be made in the Demolition Delay Bylaw (Section 349 of the Town of Walpole Bylaws) if Article 38 is approved. Please also refer to the annotated bylaw attached, which outlines each of these changes.

1. Certain terms would be added and defined in the "Definitions" section (349-2) that are already mentioned in the bylaw.
2. Additional wording was added to the "Definitions" section, and in another portion of the bylaw, to reflect the fact that the town Building Inspector's office is now known as the Building Commissioner's office.
3. Unnecessary wording was deleted from Section 349-3.
4. A clarification was added to the "Procedure" section (Section 349-4) with the word "completed" being added to precede the word "application."
5. Additional wording was added to the "Procedure" section (Section 349-4) to allow the Historical Commission and a demolition applicant to jointly agree to extend the time required to respond to a demolition request.
6. The length of demolition delay is extended from six months to twelve months and additional clarification wording was added to the bylaw that reflects the fact that the

Commission may invoke the "Exceptions" section of the bylaw at any time to vote to end a demolition delay.

7. A new section called "Administration" was added with language from the Mass. Historical Commission's model bylaw. This language allows the Commission to impose "reasonable fees" to cover costs associated with the bylaw, and also to delegate initial determinations of whether a structure is "historically significant" as defined by the bylaw, to one or more members of the Commission. The purpose of this is to potentially expedite an application for a building that is not "historically significant," allowing the applicant to move forward through the next steps in the process quicker than a process that would involve having to wait for a formal meeting of the Commission. Note that a subcommittee of the Commission that is intended to have the purpose of determining "historical significance" of a structure per this section of the Bylaw would be subject to the Open Meeting Law, even if such members constituted less than a quorum of the Commission.
8. Changes are made to the "Enforcement" section (Section 349-9) to define a fine for an applicant's failure to comply with the Bylaw. The fine would be \$300 per day. Under the current bylaw, if the applicant failed to comply, they would be subject to a fine as defined under Section 295 of the General Bylaws. Note that violations of the bylaw are rare.

ANNOTATED CHANGES TO DEMOLITION DELAY BYLAW

ARTICLE 38: To see if the Town will vote amend the General Bylaws, Section 349, Demolition Procedures, commonly referred to as the Demolition Delay Bylaw, by deleting the strikethrough text and inserting the bold underlined text as set forth below:

Article I: Demolition Procedures

[Adopted as Article XXVII of the 1973 General Bylaws, as updated through 2002]

Editor's Note: This title of this bylaw was amended 5-11-2005 SATM, Art. 64, to correct a typographical error.

§ 349-1 Purpose.

This bylaw is enacted for the purpose of protecting and preserving significant buildings and/or structures and aesthetic resources within the Town of Walpole which constitute or reflect distinctive features of the architectural or historical resources of the Town and to encourage owners of such buildings and/or structures to seek out alternative options to preserve, rehabilitate or restore such buildings and/or structures rather than to demolish them, thereby promoting the public welfare and preserving the cultural heritage of the Town. To achieve these purposes the Walpole Historical Commission is authorized to advise the Inspector with respect to the issuance of permits for the demolition of significant buildings and/or structures. The issuance of demolition permits for significant buildings and/or structures is regulated as provided by this bylaw.

§ 349-2 Definitions.

~~APPLICANT-Any person or entity who files an application for a demolition permit. If the applicant is not the owner of the premises upon which the building is situated, the owner must indicate on or with the application his/her assent to the filing of the application.~~

~~APPLICATION-An application for the demolition of a building;~~

~~ARCHITECTURALLY OR HISTORICALLY SIGNIFICANT BUILDING AND/OR STRUCTURE~~

Any building and/or structure which is at least 100 years old and:

A. Importantly associated with one or more historic persons or events, or with the architectural, cultural, political, economic or social history of the Town of Walpole, the Commonwealth of Massachusetts, or the United States of America, or which is

B. Historically or architecturally important by reason of period, style, method of construction, or association with a particular architect or builder, either by itself or in the context of a group of buildings and/or structures.

~~BONA FIDE~~

~~In or with good faith; honestly, openly, and sincerely; without deceit or fraud. Truly; actually; without simulation or pretense. Innocently; in the attitude of trust and confidence; without notice of fraud, etc.~~

~~BUILDING~~

Any combination of materials forming a shelter for persons, animals, or property.

~~COMMISSION~~

Commented [S01]: Certain terms would be added and defined in the "Definitions" section that are already mentioned in the bylaw.

Commented [S02]: See above.

The Walpole Historical Commission.

DEMOLITION

Any act of pulling down, destroying, removing or razing a building and/or structure or commencing the work of total or substantial destruction with the intent of completing the project.

DEMOLITION PERMIT

The permit issued by the Inspector as required by the State Building Code for a demolition, substantial demolition or removal of a building and/or structure.

INSPECTOR

The person occupying the office of ~~Building Inspector, or Building Commissioner~~, or the person otherwise authorized ~~by the Commissioner~~ to issue demolition permits.

PREFERABLY PRESERVED

Any historically significant building and/or structure which, because of the important contribution made by such building and/or structure to the Town's historical or architectural resources, is in the public interest to preserve, rehabilitate, or restore rather than to demolish.

PREMISES

The parcel of land on which an historically significant building and/or structure is or was located.

STRUCTURES

Bridges, dams, towers, stacks, etc.

§ 349-3 Regulated buildings and/or structures.

The provisions of this bylaw shall apply only to the following ~~buildings and/or structures and:~~

- A. Buildings and/or structures listed on or within an area listed on the National Register of Historic Places or the State Register of Historic Places, or the subject of a pending application for listing on said national or state registers.
- B. Buildings and/or structures which were constructed 100 or more years prior to the date of the application for the demolition permit.
- C. Notwithstanding the above, the provisions of this bylaw shall not apply to any buildings and/or structures located in a local historic district and subject to regulation under the provisions of MGL c. 40C.

§ 349-4 Procedure.

- A. No permit for the demolition of a building and/or structure which is at least 100 years or more old or listed on or within an area listed on the National Register of Historic Places or the State Register of Historic Places, or the subject of a pending application for listing on said national or state registers, or otherwise subject to the provisions of this bylaw as provided in § 349-3 herein, shall be issued other than in conformity with the provisions of this bylaw, as well as in conformity with the provisions of other laws applicable to the demolition of buildings and/or structures and issuance of permits generally.
- B. Every application for a demolition permit for a building and/or structure at least 100 years or more old or listed on or within an area listed on the National Register of Historic Places or the State Register of Historic Places, or the subject of a pending Application for listing on said national or state registers, or otherwise subject to the provisions of this bylaw as set forth in § 349-3 herein, shall be filed with the Inspector and shall contain the following information: (i) the address of the Building and/or Structure to be demolished, (ii) the owner's name, address and telephone number, (iii) a brief description of the type of the building and/or structure and the condition requiring issuance of the permit, (iv) the date of the building and/or structure as established by the Board of Assessors, deed or documentation verifying year of construction and (v) a brief description of the proposed reuse, reconstruction or replacement on the premises upon

Commented [S03]: Additional wording was added to the "Definitions" section, and in another portion of the bylaw, to reflect the fact that the town Building Inspector's office is now known as the Building Commissioner's office.

Commented [S04]: Redundant wording was deleted.

which the building and/or structure is located.

C. Within five working days from receipt of a completed application for a demolition permit of a building and/or structure 100 years or older, the Inspector shall forward a copy to the Commission. No demolition permit shall be issued during this time.

Commented [S05]: Clarification added, it does not change the meaning of the sentence.

D. Within 15 working days after receipt of the completed application for a demolition permit by the Commission, the Commission shall make a Determination of Architectural and/or Historical Significance; provided, however that the applicant and the Commission, may agree in writing to delay the deadline for making the Determination. Upon determination by the Commission that the building and/or structure is not architecturally and/or historically significant, the Commission shall so notify the Inspector in writing. Upon receipt of such notification, or after the expiration of 20 working days from the date of submission to the Commission, if the Inspector has not received notification from the Commission, the Inspector may issue the demolition permit.

Commented [S06]: See above.

Commented [S07]: This additional wording was added to allow the Historical Commission and a demolition applicant to jointly agree to extend the time required to respond to a demolition request.

[Amended 5-11-2005 SATM, Art. 65]

E. Upon a determination by the Commission that the building and/or structure is historically and/or architecturally significant, the Inspector and the applicant shall be so notified in writing, and a demolition permit shall not be issued. The Commission shall hold a public hearing within 20 working days of the Determination of Significance to determine whether the building and/or structure should be preferably preserved. Public notice of the time, place and purpose of the hearing shall be published by the Inspector at the expense of the applicant in a newspaper of general circulation in the Town not less than seven days before the day of said hearing and shall be posted in a conspicuous place in the Town Hall for a period of not less than seven days before the day of said hearing.

F. If, after a public hearing, the Commission determines that the significant building and/or structure should not be preferably preserved, the Commission shall notify the Inspector, in writing, within five working days of the hearing and the Inspector may issue a demolition permit upon receipt of the written decision or after the expiration of five working days of the hearing if the Inspector has not received notification from the Commission, subject to the requirements of the State Building Code and any other applicable laws, bylaws, rules and regulations.

G. If, after a public hearing, the Commission determines that the significant building and/or structure should be preferably preserved, the Commission shall so notify the Inspector, in writing, within five working days of the hearing, and no demolition permit may be issued until six twelve months after from the date of the determination by the Commission unless otherwise agreed to by the Commission in accordance with §349-5.

Commented [S08]: The length of demolition delay is extended from six months to twelve months and additional clarification wording was added to the bylaw that reflects the fact that the Commission may invoke the "Exceptions" section of the bylaw at any time to vote to end a demolition delay. The extension of the delay is based on the recommendation of the Mass. Historical Commission, and also reflects input we have received from citizens over the past several years. See attached summary document for more explanation.

§ 349-5 Exceptions.

Notwithstanding anything contained in § 349-4 ~~FG~~, the Inspector may issue a demolition permit for a preferably preserved building and/or structure at any time after receipt of written advice from the Commission to the effect that the Commission is satisfied with either of the following:

Commented [S09]: This is a correction to the original bylaw, this should refer to Section G not F.

A. There is no reasonable likelihood that either the owner or some other person or group is willing to purchase, preserve, rehabilitate, or restore such building and/or structure.

B. For at least six twelve months the owner has made continuing, bona fide, and reasonable efforts to locate a purchaser to preserve, rehabilitate, or restore such building and/or structure, and that such efforts have been unsuccessful.

Commented [S010]: See above explanation of twelve-month delay.

§ 349-6 Responsibility of owner(s).

It shall be the responsibility of the owner of record or his designee to assist in the facilitation of

the above process by providing information, allowing access to the property and securing the premises, for participating in the investigation of preservation options and for actively cooperating in seeking alternatives with the Commission and any interested parties.

§ 349-7 Administration.

The Commission may adopt such rules and regulations as are necessary to administer the terms of this bylaw.

The Commission is authorized to adopt a schedule of reasonable fees to cover the costs associated with the administration of this bylaw.

The Commission may delegate authority to make initial determinations of significance to one or more members of the Commission.

§ 349- 7 § Emergency demolition.

Nothing in this bylaw shall restrict the Inspector from immediately ordering the demolition of any building and/or structure upon the written request of the owner in the event of imminent danger to the safety of the public. Nor shall this bylaw be construed as derogating from the authority of the Inspector to act pursuant to MGL c. 143, the authority of the Board of Health to act pursuant to MGL c. 111, § 127B, or 105 CMR 420.831-420.960 or from the authority of the Board of Selectmen to act pursuant to MGL c. 139.

§ 349- 8 § Enforcement.

The Commission and/or the Inspector are each specifically authorized to institute any and all actions and proceedings, in law or equity, as they may deem necessary and appropriate to obtain compliance with the requirements of this bylaw or to prevent a threatened violation thereof or to require restoration of the premises to their condition prior to a violation of this bylaw. **No building permit shall be issued with respect to any premises upon which a significant building and/or structure has been voluntarily demolished in violation of this bylaw for a period of two years after the date of the completion of such demolition.**

Any owner of a building subject to this bylaw that demolished the building without first obtaining a demolition permit in accordance with the provisions of this bylaw shall be subject to a fine of not more than Three Hundred Dollars. Each day the violation exists shall constitute a separate offense until a faithful restoration of the demolished building is completed or unless otherwise agreed to by the Commission. If enforced through non-criminal disposition in accordance with G.L. c.40, §21D and Section 295-4 of the Town Bylaws, the fine shall be \$300.

If a building subject to this bylaw is demolished without first obtaining a demolition permit, no building permit shall be issued for a period of two years from the date of the demolition on the subject parcel of land or any adjoining parcels of land under common ownership and control unless the building permit is for the faithful restoration referred to above or unless otherwise agreed to by the Commission.

§ 349- 9 § Severability.

If any section, paragraph, or part of this bylaw be, for any reason, declared invalid or unconstitutional by any court, every other section, paragraph, and part shall continue in full force and effect.

And, further, to amend Section 295-4 of the Town Bylaws, Fines for Non-Criminal Disposition, by inserting a new row, shown in bold below, following "Chapter 336, Graffiti" as follows:

| Bylaw/Code Chapter | Article and/or Section | Fine | Enforcing Person |
|--------------------|------------------------|-------|---------------------------------|
| Chapter 349, | Demolition Procedures | \$300 | Building Inspector/Commissioner |

or do or act anything in relation thereto. (Petition of the Historical Commission)

Commented [S011]: A new section called "Administration" is added to the bylaw with language from the Mass. Historical Commission's model bylaw. This language allows the Commission to impose "reasonable fees" to cover costs associated with the bylaw, and also to delegate initial determinations of whether a structure is "historically significant" as defined by the bylaw, to one or more members of the Commission. The purpose of this is to potentially expedite an application for a building that is not "historically significant," allowing the applicant to move forward through the next steps in the process quicker than a process that would involve having to wait for a formal meeting of the Commission. Note that a subcommittee of the Commission that is intended to have the purpose of determining "historical significance" of a structure per this section of the Bylaw would be subject to the Open Meeting Law, even if such members constituted less than a quorum of the Commission.

Commented [S012]: Changes are made to the "Enforcement" section to define a fine for an applicant's failure to comply with the Bylaw. The fine would be \$300 per day. Under the current bylaw, if the applicant failed to comply, they would be subject to a fine as defined under Section 295 of the General Bylaws.

Commented [S013]: See above. This would be added to a separate section of the town bylaws.

Members

Samuel D. Obar, Chair
Christine M. Cochrane, Vice Chair
Kathleen A. Birtwell
George B. Ransom
Roger F. Turner, Jr.

**Walpole Historical Commission**

Walpole Town Hall
135 School Street
Walpole, MA 02081

<http://www.walpole-ma.gov/walpole-historical-commission>

About the Walpole Historical Commission:

- The Walpole Historical Commission is a volunteer five-member board appointed by the Board of Selectmen.
- It was established by Selectmen in 1970, and it is sanctioned by Mass. General Laws. The Commission serves as the official advocate for the preservation, protection and development of the Town of Walpole's historical and archaeological assets.
- The Commission's primary function is to oversee the execution of Chapter 349 of the Town of Walpole Bylaws (Demolition Delay Bylaw), which requires that the Commission have input in the demolition of any structure in town that is more than 100 years old. Under the current bylaw, the Commission may vote to impose a delay of up to six months on the demolition of any historically significant structure more than 100 years old. The purpose of the delay is to encourage the property owner to seek alternatives to demolition.
- The Commission is often confused with the Historical Society, which is a non-governmental non-profit (headquarters at Deacon Willard Lewis House on town common)

Walpole Historical Commission 2017 Year in Review:

The Commission held 14 meetings in 2017 and reviewed five demolition applications:

- 1641 Washington Street - voted not "historically significant"
- 388 North Street - voted not "historically significant"
- 234 Stone Street - voted not "historically significant"
- 1350 North Street - voted "historically significant"; voted to impose demolition delay which expires May 27, 2018
- 767 & 777 East Street (Walpole Outdoors/Woodworkers) - 777 East Street (Melzar Allen House) was voted "historically significant"; voted to impose demolition delay which expires July 2, 2018)

Highlights of 2017 Demolition Applications:



234 Stone Street (1900) – deemed not “historically significant” - now demolished



777 East Street (Melzar Allen house) (1840) – Demolition Delay in effect and expires July 2, 2018

About the Demolition Delay Bylaw (Chapter 349):

- The Demolition Delay Bylaw was enacted in Walpole in 1973, and last updated in 2005 (minor changes were made.) No major changes have been made to it since its creation.
- The Demolition Delay Bylaw is currently in place in 150 communities across the Commonwealth. The length of the demolition delay ranges from 21 days (Saugus, MA) to 24 months (Milton.)
- Under the bylaw, the Historical Commission reviews any demolition application for structures more than 100 years old or on the National or State Register of Historic Places, and, if the structure is historically or architecturally significant, the Commission may impose a delay of up to six months on the demolition. (see process outlined below)
- After the delay period ends, the applicant may proceed to demolish the structure.
- The purpose of the delay period is to give the applicant and Commission an opportunity to explore alternatives to demolition, that involve preservation and rehabilitation of the structure. If the Commission is satisfied that the structure is unlikely to be preserved or rehabilitated, they may vote to end the delay period prior to the delay expiring.
- There are more than 1,000 structures (including outbuildings, garages, houses, etc.) that are more than 100 years old and would fall under the bylaw's jurisdiction. However, there have typically been fewer than five demolition applications for structures more than 100 years old per year, and fewer than two of these are typically determined by the Commission to be "historically and/or architecturally significant" and warrant a demolition delay.

Demolition Delay Bylaw Process:

1. All demolition applications are submitted to the Building Commissioner.
2. If a demolition application is submitted for a structure more than 100 years old (per Assessor database) or listed on the National or State Register of Historic Places, the Building Commissioner must forward the application to the Historical Commission for their review within five (5) working days.
3. The Historical Commission generally conducts a site visit and conducts initial research in collaboration with the property owner to determine if the structure is "historically and/or architecturally significant."
4. The Historical Commission meets within 15 working days of receiving a completed demolition application from the Building Commissioner, to vote on a determination of whether the structure is "historically and/or architecturally significant" as defined in the Demolition Delay Bylaw.
5. If the Historical Commission votes that a structure is NOT "historically and/or architecturally significant," the Commission notifies the Building Commissioner who may then issue a demolition permit for the structure without delay.
6. If the Historical Commission votes that a structure IS "historically and/or architecturally significant," the Commission notifies the Building Commissioner. A public hearing must be held within 20 working days, as advertised in a local newspaper at the applicant's expense, at which time the Historical Commission listens to public input and accepts

expert testimony. The Commission then must vote on whether the structure should be “preferably preserved” under the bylaw, and thus a demolition delay should be imposed.

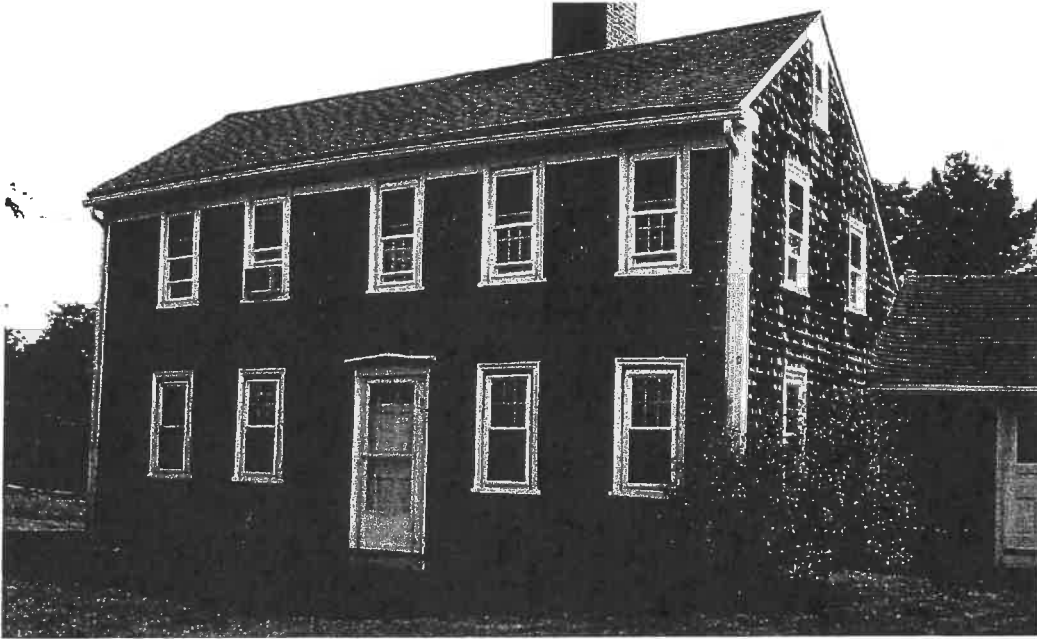
7. If a demolition delay is imposed, the applicant is expected to explore alternatives to demolition with the support of the Historical Commission, which may include rehabilitating the structure, incorporating historical elements of the historic structure into the new structure, or finding a location to relocate the structure to.
8. The applicant may request that under the “Exceptions” section of the Demolition Delay Bylaw that the demolition delay be ended prior to its expiration. In this situation, the applicant would be expected to provide evidence, usually from a credible expert or entity, that preservation or rehabilitation is impossible and that allowing the delay to run its course would be futile.
9. At the end of a demolition delay, the town has no further recourse to protect a structure from demolition, and the applicant may demolish it no matter what, even if they have previously made no effort to explore alternatives to demolition.

EXPLANATION FOR ARTICLE #39

- 1350 North Street is a historic saltbox style home built in 1745. It's the 3rd oldest house in Walpole and one of about a dozen historic homes around North Street. Some of the many historically significant features include four fireplaces, a beehive oven, original doors, original mantels, original moldings and original pumpkin pine floors.
- It is a National Historic Register quality home and is slated for demolition.
- The home has had many recent updates and was lived in until around August 2017, when the current owner, David Allen of Foxboro purchased the property.
- Once Mr. Allen took possession of the property, he requested a demolition permit. The request went to the Historical Committee in November, who placed a 6 month delay on the demolition. That hold is in effect until May 27, 2018.
- Once cleared for demolition, David Allen and Maureen Mazzola plan to demolish the house and build a 1 story commercial daycare building to accommodate 100 children.
- **The owners have no experience owning and operating a daycare. This would be their first attempt.**
- The land is zoned for rural use, but because of a state law called the Dover Amendment, libraries, churches and schools can be built outside of normal zoning and their construction is very difficult to argue.
- **If the business fails, town is left with commercial building in Non-Conforming Zoning Status.**
- In the interest of preserving the property, article #39 requests that the town purchase the property by eminent domain. The town could then resell the property to a cash buyer. ***The town would recoup the cost article 39 through the sale of the property.***
- **Five individual cash buyers have already expressed interest in buying and preserving the house for residential use.**
- Mr. Allen has declined to meet with neighbors when asked repeatedly by Town Administrator.
- Police and Fire have expressed concern with congestion caused by increased traffic due to people entering and exiting the daycare on the only access road to the Northwest corner of Walpole.
- There is no benefit to the town to supporting the destruction of the rural landscape to build a commercial facility. No tax to be collected from a school. Once the land and the home are destroyed, there's no going back. **This would be a permanent consequence that can NEVER BE UNDONE.**

SAVE THE HISTORIC SMITH-HEALEY HOUSE!!!

1350 North Street Walpole, MA



Originally built in 1745, the Smith -Healey House at 1350 North Street, is one of New England's oldest homes.

The home is substantially untouched from colonial times.

Some of the many historically significant features include four fireplaces, a beehive oven, original doors, original mantels, original moldings and original pumpkin pine floors.

This National Historic Register quality home is slated for demolition..

Please help save this classic antique home from commercial development.

Please call your precinct representative and tell them to vote "Yes" on the "take 1350 North Street by eminent domain article" at the Spring Town Meeting.

Walpole Representatives:

<http://www.walpole-ma.gov/town-clerk/pages/who-are-my-state-elected-officials>

<http://www.dendrochronology.com/wlp.html>

- North Street -

One of the granddaddies of Colonial highways. In the Beginning it was a game trail worn larger by native Americans moving between their fishing and hunting grounds on the Charles and Neponset Rivers. In 1659 the Dedham town records refer to North Street as the "Sawe Mill Waye," and again in 1673 it is referred to as the "Olde Sawmill Road" connecting Walpole Centre with Dedham Centre.

"March 3, 1724. This day it was proposed to the proprietors whether they will grant Doctor James Jero six acres of land on the southerly side of the road leading to Medfield near the house of Nathaniel Bullard."

"February 25, 1733. A road was laid out by Captain Morse, Joseph Hartshorn and Thomas Clap, two rods wide from the Bubbling Brook between the lands of Elijah Bullard and James Jero so far as their land goes."

"April 19, 1775. We sent 157 men, who at the beat of the alarm drum on that glorious morning, followed Seth Bullard over the field to Concord." Some of Walpole's militia took the North Street to Dover route to intersect the retreating British Army.

1790 - 1893. The Bubbling Brook District School is located at the intersection of North Street and the Bubbling Brook. This one-room schoolhouse served several generations of families living in North Walpole, Westwood, Dover and Medfield.

- Walpole, Massachusetts -

In 1659 Joshua Fisher and Eleazer Lusher signed an agreement to construct a sawmill on the Neponset River at the Great Cedar Swamp. This lumber was for the use of the residents of the village of Dedham, although Dedham land then encompassed Wrentham, Norfolk, Medfield, Walpole, Norwood, Westwood, Dover and Needham.

From the small sawmill, the Sawmill Settlement developed. To encourage growth, Dedham granted large lots of land known as the Sawmill Dividends to its inhabitants around 1715. As the population grew, the town broke away from Dedham and was incorporated in 1724 as Walpole. The town was named after Sir Robert Walpole, a one time prime minister of England who had been a friend to the American colonists.

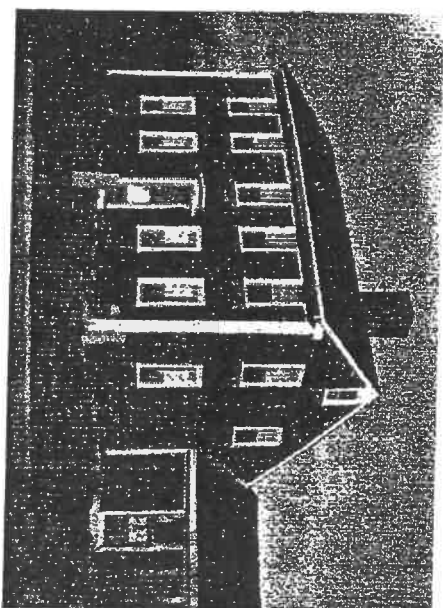
Walpole is located in Norfolk County and is about halfway between Boston and Providence, on Routes 1 and 1A. The town has a population of over 20,000 and contains 20 square miles of land. It features a Representative Town Meeting form of government, with Selectmen and a Town Administrator.

From sawmills the industries of the town expanded rapidly with two major companies being the Bird Company, which made-roofing materials, and the Lewis Manufacturing Company, later to be known as Kendall's, making cotton products. Now, there are many small industries in Walpole and a great many residents, commute to work outside the town.

THE SMITH-HEALEY HOUSE

Built 1745

Architecturally Significant
A National Historic Register Quality Site



1350 North Street
Walpole, Massachusetts 02081

The Smith House (1774 - 1842)

If in 1775 you were riding your horse toward Dedham village on the north end of North Street, you would come upon the Issac Smith house. Issac and Marah Smith were married August 13, 1774, and had several children. By 1818 the North Street hill was known as the Smith Neighborhood as three of the Smith sons married and farmed nearby.

Caleb - Son Caleb, b. 1775, married Milla Gay in 1815 and took over the family farm at 1350 North Street upon the death of his father. Caleb expanded the house to its present size and finish.

Leonard - Son Leonard, b. 1787, married Lucy Mason in 1817 and lived at 1270 North Street. In 1832 he moved back to 1350 North Street and took possession of the farm from his brother Caleb.

Abijah - Son Abijah, b. 1778, married Hanna Whiting in 1805, and lived at 1311 North Street. Of note: their son Whiting Smith eventually inherited the farm at 1311 North Street and on this site operated the famous Whiting Smith Drum Head Tannery. This tannery produced a superior drum head that was used throughout the Union army during the Civil War. The building was lost to the 1938 hurricane, but the foundation is still clearly visible.

The property remained in the Smith family for over seventy-five years, 1774-1842. It then was sold to George Conant, who farmed the property for over twenty years.

The Smith-Healey House

- Architecturally Significant -

Built in 1745, the Smith-Healey House is an especially well preserved example of Colonial architecture in the Connecticut saltbox style. Both the exterior and interior of this house are largely unchanged from the original.

The house exterior is sheathed with cedar shingles and capped with a moderately pitched roof. The rear roof is more than twice the area of the front roof, which gives it the distinctive saltbox profile.

The house interior offers four large rooms on the first floor, three bedrooms on the second floor, and an attic loft. All rooms generally side on the massive central chimney. This arrangement offered a particularly efficient source of heat for every room because the fireplaces heated the chimney by day and at night the chimney radiated its absorbed heat back into the rooms.

The kitchen fireplace includes a beehive oven and copper water boiler. In the adjacent summer kitchen an interior well lined with ballast stones offers fresh cool water.

The interior features original doors, mantels, moldings and baseboards. Extensive paneling was used on four fireplace walls. Summer beams and corner posts are encased with matching moldings. Original pumpkin pine floors have survived in several rooms.

The Healey House (1868 -Present)

In 1868 Michael David Healey (MDH) of County Cork, Ireland, purchased the Smith property at 1350 North Street. At that time MDH was 24 years old and a bachelor. He had acquired sufficient money to pay cash for the Smith farm through his prior work ferrying horses to the California gold fields via the Clipper Ship, Sovereign of the Seas, out of Boston.

In 1874 MDH married Mary Jane McCaffery of Dedham. They had five children, all of whom received their entire education at the Bubbling Brook School on North Street.

MDH farmed profitably. The basis for his success was his talent for raising quality livestock, especially horses. In order to expand his farm operations, MDH acquired the adjacent 200-acre farm of Asa Johnston (now owned by Norfolk County). In 1890 he moved his growing family into its larger house which was more central to his land holdings. MDH died in 1906 at age 62.

Son David Michael Healey continued to farm at 1350 North Street. He married Henrieta Muhberger in 1907; they had three surviving children - Gertrude, Mary and David Healey. In time the property descended to his children and in turn his grandchildren. Currently, this house has been in the Healey family for over 130 years, making it one of the longest continuously owned family homes in Walpole.



13150

