



**Town of Walpole  
Commonwealth of Massachusetts**

**Request for Proposals  
No. 2021-12**

**Lease of the Old Town Hall – 980 Main Street**

**PROJECT ADVERTISEMENT**

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Central Register	November 11 – December 9, 2020
Hometown Weekly	November 12 – December 10, 2020

**RFP DOCUMENTS AVAILABLE**

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Monday, November 2, 2020	8:00AM
Walpole Purchasing Office – Room 118	
Walpole Town Hall – 135 School Street – Walpole, MA 02081	
purchasing@walpole-ma.gov	

**PROPOSALS DUE**

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Monday, December 14, 2020	11:00AM
Walpole Purchasing Office – Room 118	
Walpole Town Hall – 135 School Street – Walpole, MA 02081	

**Town of Walpole  
135 School Street  
Walpole, MA 02081**



# Town of Walpole Commonwealth of Massachusetts

## TOWN OF WALPOLE REQUEST FOR PROPOSALS LEASE OF THE OLD TOWN HALL – 980 MAIN STREET, WALPOLE

1. Proposal's will be received until **Monday, December 14, 2020 at 11:00AM.**
2. For: **Proposal/Contract No. 2021-12 for the Lease of the Old Town Hall**
3. Proposals must be submitted on the form provided and shall be enclosed in a sealed envelope endorsed: **RFP 2021-12, Purchasing Office, Room 118, Walpole Town Hall, 135 School Street, Walpole, MA 02081**
4. Proposal surety is not required.
5. The Town of Walpole is an affirmative action/equal opportunity owner/purchaser.
6. The Town of Walpole reserves the right to reject any or all proposals or to cancel this Request for Proposals, if it is in the Town's best interest to do so.
7. Any Proposal received after the time and date specified will not be considered. The date stamp clock located in the Purchasing Office is deemed the official time.
8. If the building at which the proposals are to be received is closed for any reason on the date and time that the proposals are due, receipt of the proposals by the owner will be postponed until the next business day at the time originally stated for receipt of proposals.
9. Certificate of Non-Collusion, Tax Compliance, Authority, and Disclosure Statement enclosed.
10. The Town has determined that this lease is subject to the Uniform Procurement Act, G.L.C. 30B. Therefore, the provisions of G.L.C. 30B are hereby incorporated by reference in this Invitation for Proposals.
11. All requests for clarification from potential proposers shall be submitted via email to [purchasing@walpole-ma.gov](mailto:purchasing@walpole-ma.gov). All requests for clarification or questions must be submitted in writing by 11:00 a.m. on Monday, December 7, 2020, and only written responses may be relied upon.

**TOWN OF WALPOLE  
REQUEST FOR PROPOSALS  
LEASE OF THE OLD TOWN HALL**

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**TOWN OF WALPOLE  
REQUEST FOR PROPOSALS  
LEASE OF THE OLD TOWN HALL  
980 Main Street, Walpole**

**I. INTRODUCTION**

In accordance with Chapter 30B of the Massachusetts General Laws, the Town of Walpole is accepting proposals from qualified proposers to lease the Town-owned building known as the “Old Town Hall” and located at 980 Main Street, Walpole, Massachusetts (the “Property”). The minimum term of the lease is ten (10) years, with the tenant having the option to extend the term, if tenant is not then in default of the lease, for up to four (4) five-year renewals, for a total maximum term of thirty (30) years. The Town prefers proposers who wish to lease the Property for the full term.

Built in 1881, and on the National Register of Historic Places, the Old Town Hall in Walpole was the center of Town government and the most significant structure in Town from a historical, architectural, and cultural perspective. Over the years, the building has served as a Court House, Town Hall, Police Station, Public Function Hall, and more. It is a true landmark and symbol, and a building that could once again serve as the catalyst for a new era in Walpole’s downtown where residents and visitors alike can experience an attractive and dynamic place to visit, shop, dine, work, or even live.

The Old Town Hall is located within the Town’s Central Business District, which is a commercial district within Walpole’s downtown, established to “provide for a center of business activity for pedestrian travel, to provide for municipal and cultural activities, and to act as a landmark and symbol of the Town.” It is the Town’s preference that the Property be used for business (retail/commercial) purposes. The proposal should exhibit strong marketing relationship with local businesses and use by the community that will continue the focus on the work that is already performed in this area of Town in order to continue to energize the economic development in Walpole.

Due to the building’s historical, cultural, and architectural significance, in 2017 the Board of Selectmen appointed a Town Hall Reuse Committee to evaluate and make recommendations for alternative uses for the building for when the Police Department relocated to its new facility elsewhere in Town. The Committee prepared its report documenting the historical record based on archival, historical, and photographic evidence. The ultimate objective of the Committee therefore, was to bring the greatest value to the Town of Walpole, socially and economically, but doing so in the most responsible, feasible and creative way possible.

After two years of deliberation, the Committee decided to “recommend to the Board of Selectmen that the next course of action to be undertaken would be a Request for Proposal to be issued in order to expose Old Town Hall to the widest possible audience in hopes of attracting parties to come forward with potential uses and funding options needed to reactivate the building in the most advantageous way for the Walpole Town House and the People of Walpole.” The Committee’s Final Report, including all findings and evidence are attached to this RFP.

While the Town believes that the information provided in this RFP is accurate, **the Town makes no representation or warranty, expressed or implied, as to the accuracy and completeness of the information in this RFP.** The proposer assumes all risk in connection with the use of the information and releases the Town from liability in connection with the use of the information provided by the Town. **Further, the Town makes no representation or warranty with respect to the Property,** including without limitation, the value, quality, or character of the Property or the fitness or suitability of the building and/or the Property for any particular use and/or the physical and environmental condition of the Property. The Property will be leased in its “AS-IS” condition.

Each proposer shall undertake its own review and analysis (due diligence) concerning the physical and environmental condition of the Building and the Property, applicable zoning and other land use laws, required permits and approvals, and other development, ownership, and legal considerations pertaining to the Property, and the use of the Property, and shall be responsible for applying for and obtaining any and all permits and approvals necessary or convenient for the proposer’s use of the Property. All costs and expenses of purchasing and developing the Property, including without limitation, all costs and improvements, shall be the sole responsibility of the successful proposer.

Proposers are advised that the Town of Walpole has established that price is one of the evaluative criteria of this RFP, so the Town encourages proposers to offer proposals either at or exceeding fair market rent. Any rent offered shall escalate annually by a minimum of three percent (3.0%) for the duration of the lease. The lease shall be a triple-net lease, with the tenant being responsible for any and all operating costs, taxes, and insurance.

If the proposer wishes to enter into a lease with the Town of Walpole the parties shall enter into a lease agreement substantially similar to the lease agreement attached hereto and incorporated herein (“the lease”) within thirty (30) days from the date of the award of the lease agreement.

The contact person is Patrick Shield, the Assistant Town Administrator. The Board of Selectmen is the awarding authority. Sealed proposals for the lease shall be filed with the Awarding Authority by **Monday, December 14, 2020, at 11:00AM** at the Walpole Town Hall Purchasing Office, Room 118, Walpole Town Hall, 135 School Street, Walpole, MA 02081. At this time proposals will be publicly opened and read aloud. The clock in the office of the Purchasing Office shall be considered official time. No late proposals shall be accepted. No faxed or emailed proposals shall be accepted.

Proposal Forms and Contract Documents will be available in the Purchasing Office, Room 118, Walpole Town Hall, 135 School Street, Walpole, MA 02081 beginning at **8:00AM** on **Monday, November 2, 2020.**

The Town reserves the right to reject all proposals and to only enter into a lease if it is in the best interest of the Town to do so. The Town of Walpole is an equal opportunity employer.

## II. GENERAL PROPERTY INFORMATION

### A. Description of Property

The Town proposes to lease the Town-owned building known as the Old Town Hall (the “Building”) and the parcel of land thereunder, located at 980 Main Street, Walpole, and described in a deed recorded with the Norfolk County Registry of Deeds in Book 523, Page 289 (the “Land”). The Land and Building are referred to, together, as the “Property.”

The Town of Walpole is located 19 miles south of Boston, 26 miles north of Providence; on Routes 1, 1A, 27, 109 and I-95 in Norfolk County. The Downtown area is easily accessible by car, commuter rail, and the 34-E bus line. The Land contains approximately 19,500 square feet, more or less. The Building on the Land is a two-story building, containing 10,593 square feet, more or less. There is a paved, parking area to the rear of the Building, with an undetermined number of parking spaces. The Property is also in close proximity to the Town’s Municipal Parking Lot.

Proposers are advised that this historic building was accepted on October 11, 1981 for inclusion in the National Register of Historic Places. In 2000, the Town of Walpole applied for and received historical preservation grant funding from the Massachusetts Historical Commission to fully restore and repair windows, the brick exterior and clock. In exchange for receiving the funding, a permanent preservation restriction was recorded on the Property (see Norfolk County Registry of Deeds, Book 14055, Page 418, recorded on March 14, 2000).

The Property, including the Building and any and all other improvements thereon, shall be leased in its “AS-IS” condition, without any representations or warranties of any kind whatsoever. The Town shall have no obligation to make any repairs or improvements to the Property or to deliver it in broom-clean condition.

### B. Zoning

Prospective proposers are strongly encouraged to review the Walpole Zoning Bylaws prior to submitting their proposals. The Property is zoned CBD, which is the Central Business District, established to “provide for a center of business activity accessible by pedestrian travel, to provide a center for municipal and cultural activities, and to act as a landmark and symbol of the town.” The selected proposer will be responsible for obtaining any and all permits and variances as may be required for the proposer’s intended uses of the Property from the Planning Board, Zoning Board of Appeals, and any other local regulatory board and/or commissions. The selected proposer must comply with all applicable bylaws to develop the Property.

Examples of uses that are allowed by right include (this is not an exhaustive list):

- Retail Sales and Services less than 10,000 square feet
- Bakeries, retail

- Restaurant or similar place for the serving of food or beverages
- Office of a doctor, dentist, optician, clergyman, lawyer, architect, engineer, or other member of a recognized profession not a resident of the premises, or the studio or office of an artists, musician, teacher, real estate or insurance agent not a resident of the premises or a group of such offices.

A Special Permit could be issued for uses such as (this is not an exhaustive list):

- Retail Sales and Services greater than or equal to 10,000 square feet but less than 20,000 square feet
- Theater, bowling alley, dance hall, or other indoor amusement
- Bakeries, wholesale

#### C. Development Plan

It is the Board of Selectmen's preference that the Property be used for business (retail/commercial) purposes. The proposal should exhibit strong marketing relationships with local businesses and use by the community that will continue the focus on the work that is already performed in this area of Town in order to continue to energize the economic development in Walpole.

#### D. Tax Credits

Fundamental to the redevelopment of the former Old Town Hall is historic preservation. Located in downtown Walpole, the Walpole Old Town Hall is listed in the State and National Registers of Historic Places.

Therefore, it is highly preferred that any redevelopment and new construction be compatible with the size, scale, massing, material, and character of the historic property and neighborhood. Historical and Architectural significance of the property can be found in the MHC Building Form NBE.2297 and the National Register Nomination for the Old Town Hall attached. Proposers are advised to review the historic preservation restriction that is on record to determine the scope and extent of renovation and/or rehabilitation.

Proposers should also consider the following principals in preparing redevelopment plans:

- Any work done to the Old Town Hall must comply with the requirements of the Historic Preservation Restriction that encumbers the Property, recorded with the Norfolk Registry of Deeds in Book 40155, Page 418;
- Rehabilitation of the armory and new construction on the property should be consistent with the recommended approaches in the Secretary of the Interior's Standards for Rehabilitation of Historic Properties.

<https://www.nps.gov/tps/standards/rehabilitation/rehab/stand.htm>

Proposers are also strongly encouraged to obtain information on the Federal Historic Rehabilitation Tax Credit from the National Park Service and the Massachusetts Historic Rehabilitation Tax Credit.

### **III. INSTRUCTIONS TO BIDDERS**

#### **A. Preparation of Proposals**

The Town must receive all responses to this Request for Proposals in the Purchasing Office, Room 118, Walpole Town Hall, 135 School Street, Walpole, MA 02081 **on or before 11:00AM on Monday, December 14, 2020**. Each proposal must be submitted on the prescribed forms. All blank spaces must be filled in, either in ink or typewritten, both in words and figures.

Each proposal must be addressed in a sealed envelope on the outside the name of the proposer, his address, and endorsed with the name of the project as specified. If forwarded by mail the sealed envelope containing the proposal must be enclosed in another envelope addressed as specified.

Contained within the sealed envelope shall be one (1) original, eight (8) copies, and one (1) digital copy.

#### **B. Proposal Forms and Contract Documents**

Proposal forms and contract documents may be available for pickup at the following location beginning at Monday, November 2, 2020 on 8:00AM.

Purchasing Office, Room 118  
Walpole Town Hall  
135 School Street  
Walpole, MA 02081

#### **C. Regular Operating Hours of Town Hall**

Holidays excluded, the regular operating hours of Walpole Town Hall are as follows:

- Mondays 8:00AM – 4:00PM
- Tuesdays: 8:00AM – 8:00PM
- Wednesdays 8:00AM – 4:00PM
- Thursdays 8:00AM – 4:00PM
- Fridays: 8:00AM – 12:00PM

#### **D. Receipt of Proposals**

The Town must receive all responses to this Request for Proposals in the Purchasing Office, Room 118, Walpole Town Hall, 135 School Street, Walpole, MA 02081 on or before 11:00AM on Monday, December 14, 2020. The clock in the office of the Purchasing Office shall be considered the official time. Late proposals will not be considered. No faxed or emailed bids shall be accepted.



If, at the time of the scheduled proposal deadline, the Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the proposal deadline will be postponed until 11:00AM on the next normal business day. Sealed proposals will be accepted until that date and time.

E. Modifications to or Withdrawn of Proposals

Proposers may correct, modify, or withdraw a proposal by written notice received by the Town of Walpole prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed envelope clearly labeled “Modification No. \_\_\_\_.” Each modification must be numbered in sequence, must reference the original RFP, and identify the name of the proposer.

After the proposal opening, proposers may not change any provision of the proposal. Minor informalities may be waived or the proposer may be allowed to correct them. If a mistake is clearly evident on the face of the proposal document and the proposer’s correct intent is clearly indicated, the mistake may be corrected to reflect the intended correct proposal, and the proposer will be notified in writing.

F. Pre-Submittal Information Meeting & Site Visit

A pre-submittal informational meeting will be held in the Walpole Town Hall located at 135 School St. in Walpole on Wednesday, November 18, 2020 at 12:00PM. A site visit is scheduled right after the informational session. If, at the time of the scheduled informational meeting opening, the Walpole Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the Town will schedule another site visit, if feasible, and inform proposers who have provided their contact information of the date on the rescheduled site visit.

G. Rule for Award

The Town shall review all qualified proposals. The Town may award one (1) contract to the proposer(s) whose proposals is/are deemed to be most advantageous to the Town of Walpole, as defined by the evaluation criteria contained in this Request for Proposals. The Town of Walpole may, at its sole discretion, determine that no contract award shall be made. The Town of Walpole reserves the right to reject any or all proposals. Final acceptance of any proposal is the responsibility of the Board of Selectmen.

Each proposer must include sufficient supporting material to allow a meaningful and comprehensive evaluation of its proposal. The Town reserves the right to disqualify any proposal or response due to insufficient supporting or explanatory information, or to request additional supporting information. The Town may request additional information of one or more respondents relative to a proposal or qualifications. Requests shall be in writing with the expectation of a written response within a specified time. Proposers may also be invited to appear before the Board of Selectmen and/or the selection committee.

Failure to comply with this request will result in a rejection of the proposal at issue or their designee. The right to an interview does not automatically extend to all whose proposals are accepted for review, but is granted in the sole discretion of the Town.

Following the interviews and the receipt of any additional information requested of the proposers by the Town, if any, proposals will be evaluated and rated by the Town according to the comparative evaluation criteria set forth in this RFP. The Town will select the most advantageous proposal, taking into consideration all of the evaluation criteria set forth in this RFP. The proposer selected by the Town will be given exclusive rights to negotiate with the Town the terms of the lease of the Property, which shall be substantially on the same terms as the Lease attached hereto. If, at any time, such negotiations are not proceeding to the satisfaction of the Town, it its sole discretion, then the Town may choose to terminate said negotiations. The Town may select another proposer with whom to initiate negotiations

#### H. Time for Award

Selection of a proposer's proposal will not create any rights on the proposer's part, including, without limitation, rights of enforcement, equity or reimbursement, until the lease and all related documents are approved by the Board of Selectmen and fully executed. Rather, the proposer selected by the Town will be given exclusive rights to negotiate with the Town the terms of the lease of the Property, which lease will be substantially on the same terms as the lease attached hereto to this RFP. If, at any time, such negotiations are not proceeding to the satisfaction of the Town, it its sole discretion, then the Town may choose to terminate said negotiations. The Town may select another proposer with whom to initiate negotiations.

The Board of Selectmen intend to award the lease within thirty (30) days after the proposal opening. The parties shall enter into the lease within forty-five (45) days from the date of award unless the Town elects to extend for good cause.

#### I. Questions & Addenda

All questions must be submitted in writing to the Purchasing Office (email: [Purchasing@walpole-ma.gov](mailto:Purchasing@walpole-ma.gov)) and received by the Town on or before 11:00AM on Monday, December 7, 2020. Questions that the Town, in its sole discretion, deems appropriate for a response will be answered in writing and sent to all proposers on record as having requested the Request for Proposals.

All interpretations and supplemental instructions will be in the form of written addenda to the specifications, which, if issued, will be in writing and sent by email to all proposers on record as having requesting the RFP. It is the Town's preference to use email to respond to questions and to send future addendums to potential proposers.

Oral statements, representations, clarifications or modifications concerning this RFP are not binding upon the Town of Walpole. No instructions other than those stated herein

shall be binding upon the Town unless confirmed in writing by addendum. Requests that, in the opinion of the Town, require interpretation for the benefit of proposers or that require correction or change in the RFP documents as originally issued shall be addressed in the form of an addendum to the RFP documents. Such addendum shall become part of the RFP documents and final contract. Addenda will be issued to each party on record at the Walpole Purchasing Office as having been issued the RFP documents; addenda will be e-mailed to proposers and acceptance confirmed by the recipients. A copy of the addendum as may be issued will be on file at the Purchasing Office, Walpole Town Hall, 135 School Street, Walpole, MA 02081.

Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from the obligation to comply with the terms of such addendum. All addenda so issued shall become part of the RFP.

At the time of the opening of proposals each proposer will be presumed to have read and be thoroughly familiar with the RFP (including all addenda). The failure or omission of any proposer to examine any form, instrument, or document shall in no way relieve any proposer.

#### **IV. LEASE INFORMATION**

The successful proposer (“Tenant”) shall enter into a lease substantially similar to the Lease Agreement attached hereto as Attachment A (the “Lease”). The terms of the Lease may be subject to negotiation, provided, however, that the Lease shall contain the following mandatory terms:

1. The Property will be delivered to Tenant and Tenant will accept the Property in its present condition, “AS IS,” it being agreed that Tenant has had an opportunity to examine and inspect the Property in all respects, that the Town has made no representations or warranties of any kind with respect thereto, and that the Town shall have no obligation to do any work on, or make any improvements to the Property or the condition thereof.
2. Tenant shall, during the term hereof, assume and maintain exclusive control of the Property and defend, indemnify and save harmless the Town from and against all claims, expenses or liability of whatever nature arising from any act, omission or negligence of Tenant, Tenant's contractors, agents, employees, customers, and invitees, or anyone claiming by, through or under Tenant, or arising, directly or indirectly, from any accident, injury or damage whatsoever, however caused, to any person, or to the property of any person, occurring after Tenant enters the Property for any reason and until the end of the term of this Lease and, thereafter, so long as Tenant or any occupant claiming under Tenant is in occupancy of any part of the Property, in or about the Property, or arising from any accident occurring outside the Property but within the general area of the Property, where such accident, injury or damage results or is claimed to have resulted from any act, omission or negligence on the part of Tenant or Tenant's contractors,

agents, employees, customers, and invitees, or anyone claiming by, through or under Tenant.

3. The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, including attorneys' fees, and the defense thereof with counsel acceptable to the Town or counsel selected by an insurance company which has accepted liability for any such claim.
4. Tenant agrees to obtain and maintain in full force from the Commencement Date of this Lease or when Tenant or its agents enter the Property, whichever is earlier, until the expiration or other termination thereof, and thereafter so long as the Tenant is in occupancy of any part of the Property, a policy or policies of comprehensive public liability and property damage insurance, naming the Town as an additional insured, and under which the insurer agrees to provide coverage sufficient to meet the Tenant's obligations set forth in this Lease. No cancellation, amendment or modification of such coverages shall be effective without thirty (30) days prior written notice to the Town.

## **V. PROPOSAL EVALUATION & EVALUATION CRITERIA**

The Town may award one (1) contract to the proposer(s) whose proposals is/are deemed to be most advantageous to the Town of Walpole, as defined by the evaluation criteria contained in this Request for Proposals. A selection Committee will evaluate the proposals and determine the proposer(s) to be awarded the contract, per the evaluation criteria listed below. The Selection Committee will evaluate each proposal as follows:

- Proposals must meet all submission requirements listed in this RFP.
- Proposals must be evaluated to determine if all the Minimum Requirements listed in this RFP are satisfied.
- The proposals will be ranked based on the Comparative Criteria listed in this RFP. The proposer with the MOST ADVANTAGEOUS proposal, as determined by the Selection Committee, will receive the highest ranking. Only responsive proposals, that is, those meeting all Minimum Requirements, will be ranked by the Selection Committee.

### **A. Minimum Requirements**

The Town of Walpole will conduct a preliminary review of each proposal to determine whether it meets the minimum criteria listed below. Proposals that do not meet these minimum criteria will be disqualified from further consideration.

1. The proposal includes all information specified in the section entitled "Proposal Submission Requirements." The proposer agrees to meet the Town of Walpole's terms and conditions.
2. The proposer has the capacity, integrity, and reliability to perform under the lease.

## B. Comparative Requirements.

The Selection Committee will evaluate proposals according to the following Comparative Criteria:

1. Proposed Payments: the overall price that the proposer proposes to pay for the lease including escalation clauses. Rent must increase each year by a minimum of three percent (3%) over the prior year's rent.
2. Proposed Lease Term: Proposers are advised that the Town of Walpole has established lease term as one of the evaluation criteria of this RFP. The Town considers longer leases more advantageous, so the Town encourages proposers to propose lease terms that the Town may consider as advantageous, up to and including thirty (30) years as permitted by statute. Proposers are advised that the minimum lease term will be ten (10) years, with the option for up to four (4) five-year renewals, for a total term not in excess of thirty (30) years.
3. Property Management Experience: the proposer's track record and experience with regard to leasing properties and working with municipalities.
4. Financial Capacity: the proposer's financial capacity to support the lease proposal as submitted, including its financial history of the past ten (10) years including, but not limited to, all other real estate owned or leased and any bankruptcies filed will be considered.
  1. Advantageous: The proposal will be rated advantageous if it includes information on the cost of proposed improvements, method of financing (internal or external), and method of supporting ongoing operations.
  2. Disadvantageous: The Proposal will be rated disadvantageous if it does not include sufficient information on the cost of proposed improvements, method of financing, or method of supporting ongoing operations.
5. Proposed Use: the proposer must show how it intends to utilize the leased space as required by this RFP, and how that use will benefit and/or enhance the Town.
6. Educational, Public Purposes: the Town prefers that the Premises be used for purposes consistent with the prior use of the Premises. Preference will be given to non-profit organizations or other groups or associations that intend to use the Premises for educational or other public purposes.

## VI. SUBMISSION REQUIREMENTS

This section provides information concerning this form and required contents of proposals submitted in response to this RFP. All proposals must comply with the requirements of this section in order to be considered for evaluation by the Town of Walpole.

One (1) original, eight (8) copies, and one (1) digital copy of each proposal must be submitted in a sealed envelope to the Purchasing Office

Responses must be complete and signed and submitted by the above stated closing date and time. Responses must be clearly marked on the outside of the envelope with the bid number. No late submissions will be accepted.

The Town of Walpole reserves the right to cancel a request for proposals, or other solicitation, or may reject in whole or in part any and all bids or proposals if it is in the best interest of the Town to do so.

Proposals must be organized according to the following format, and address each of the points detailed below:

The proposal must include sections numbered consecutively, and each section must be clearly marked by a tab or other divider.

The proposal envelope must be sealed and must indicate on the cover the Proposal Title, the proposer's name, and the date and time of the proposing deadline.

Each Proposal must including the following:

- **Cover Letter**  
A letter of transmittal signed by an officer authorized to bind the proposer, which letter must identify all parties to the proposal, include the name, address and telephone and fax numbers of the person(s) authorized to submit and discuss the proposal. The letter must clearly state the intention of the proposer, if selected, to enter into a lease with the Town of Walpole, within the time frames specified, and in accordance with the terms and conditions specified in the proposal and this RFP document.
- **Intended Use**  
Provide a description of the intended use of the Property, which must conform to the parameters set forth in this RFP.
- **Financial Responsibility**  
Given the length of term of this lease, it is important to determine the financial viability of the proposer. The proposal must include copies of financial statements of the proposer from the last ten years. In order to evaluate the proposer's financial capacity, the Town of Walpole may contact credit references. Please include the company name, contact person, address and phone number of at least three credit references, at least one of which must be a bank or credit institution.
- **Proposal Submission Forms:**  
Complete and sign the required forms and certifications included in the RFP:
  - 1) Rent Proposal Form
  - 2) Certificate of Non-Collusion (Form A);

- 3) Certificate of Tax Compliance (Form B);
- 4) Certificate of Authority (Form C); and
- 5) Disclosure of Beneficial Interests as required by M.G.L. c. 7C, §38 (Form D).

The Town may cancel this RFP, or reject in whole or in part any and all proposals, if the Town determines that cancellation or rejection services the best interests of the Town.

All proposal prices submitted in response to this RFP must remain firm for ninety (90) days following the proposal opening.

**TOWN OF WALPOLE  
REQUEST FOR PROPOSALS  
LEASE OF THE OLD TOWN HALL**

**SUBMISSION CHECKLIST**

Please be advised that this checklist is provided for Proposers' convenience only. Proposers are urged to read the Contract Documents carefully and use this form as an aid in the preparation of their proposals. The Town may cancel this RFP, or reject in whole or in part any and all bids, if the Town determines that cancellation or rejection services the best interests of the Town.

1. \_\_\_\_\_ One (1) original, eight (8) copies, and one (1) digital copy of the written proposal, as prescribed above
2. \_\_\_\_\_ Completed non-collusion form, tax compliance certificate, and certificate of authority, and disclosure form
3. \_\_\_\_\_ Completed and Signed Rent Form.
4. \_\_\_\_\_ Sign by Authorized Individual(s)

Proposers are reminded that it is their responsibility to deliver their bids to the Owner no later than the time set for opening of bids. Late bids will not be accepted.



## ATTACHMENTS

- Forms
  - Rent Form
  - Form A: Certificate of Non-Collusion
  - Form B: Certificate of Tax-Compliance
  - Form C: Certificate of Authority
  - Form D: Disclosure Statement for Transaction with a Public Agency Concerning Real Property
- Draft Lease Agreement
- Assessor's Card
- Deed Restrictions
- Old Town Hall Reuse Report

**TOWN OF WALPOLE  
REQUEST FOR PROPOSALS  
LEASE OF THE OLD TOWN HALL**

**RENT FORM**

RENTAL FEE: Please write your bid offer on the spaces provided below:

**First Year Lease Payment:** \$ \_\_\_\_\_

**Annual Escalation** \_\_\_\_\_ %  
(minimum of 3.0% annual escalation)

**Proposed Lease Term** \_\_\_\_\_ **Years**  
(minimum of 10-year lease term, with option for two ten-year renewals)

---

Authorized Official's Signature

Title of Person Signing

---

Typed of Printed Name of Person Signing

Company Name

---

Telephone Number

Address

---

Fax Number

Address

---

Date:

**(Note: This form must be included in the proposal submission)**

**TOWN OF WALPOLE  
REQUEST FOR PROPOSALS  
LEASE OF THE OLD TOWN HALL**

**FORM A - CERTIFICATE OF NON-COLLUSION**

Under Massachusetts General Laws Ch. 30B, Sec. 10 the following Certification must be provided:

*The undersigned certifies under penalties of perjury that this proposal or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.*

\_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Title of Person Signing

\_\_\_\_\_  
Typed or Printed Name of Person Signing

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

**(Note: This Form must be included in the proposal submission)**

**TOWN OF WALPOLE  
REQUEST FOR PROPOSALS  
LEASE OF THE OLD TOWN HALL**

**FORM B - TAX COMPLIANCE CERTIFICATION**

Pursuant to MGL c. 62C §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Title of Person Signing

\_\_\_\_\_  
Typed or Printed Name of Person Signing

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Address

Date: \_\_\_\_\_

**(Note: This Form must be included in the proposal submission)**

**TOWN OF WALPOLE  
REQUEST FOR PROPOSALS  
LEASE OF THE OLD TOWN HALL**

**FORM C - CERTIFICATE OF AUTHORITY**

Give full names and residences of all persons and parties interested in the foregoing proposal:

(Notice: Give first and last name in full; in case of Corporation give names of President, Treasurer and Manager; and in case of Firms give names of the individual members.)

NAMES	ADDRESSES	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Kindly furnish the following information regarding the Proposer:

(1) If a Proprietorship

Name of Owner: \_\_\_\_\_

ADDRESS                      ZIP CODE                      TEL. # \_\_\_\_\_

Business: \_\_\_\_\_

Home: \_\_\_\_\_

(2) If a Partnership \_\_\_\_\_

Full names and address of all partners:

NAMES	ADDRESSES	ZIP CODE
_____	_____	_____
_____	_____	_____

_____	_____	_____
BUSINESS ADDRESS	ZIP CODE	TEL. # _____
_____	_____	_____

(3) If a Corporation, Limited Liability Company, or other entity

Full Legal Name:

\_\_\_\_\_

State of Incorporation:

\_\_\_\_\_

Principal Place of Business: ZIP \_\_\_\_\_

Qualified in Massachusetts: Yes \_\_\_\_\_ No \_\_\_\_\_

Place of Business in Massachusetts: ZIP CODE TEL. # \_\_\_\_\_

(4) If a trust

Full Legal Name of Trust:

\_\_\_\_\_

Date of Declaration of Trust and Recording Information:

\_\_\_\_\_

Name of all Trustees:

NAMES	ADDRESSES	ZIP CODE
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_____	_____	_____
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_____	_____	_____
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_____	_____	_____
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Authorized Signature of Proponent: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**(Note: This Form must be included in the proposal submission)**

**TOWN OF WALPOLE  
REQUEST FOR PROPOSALS  
LEASE OF THE OLD TOWN HALL**

**FORM D**

**DISCLOSURE STATEMENT FOR  
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY**  
**M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) Real Property: A parcel of land located at 6 Main Street, Walpole, containing 0.55 acres, more or less, and described in a deed recorded with the Worcester South District Registry of Deeds in Book 4933, Page 61.

(2) Type of Transaction, Agreement, or Document: Lease of property by the Town of Walpole.

(3) Public Agency Participating in Transaction: Town of Walpole.

(4) Disclosing Party's Name and Type of Entity (if not an individual):

\_\_\_\_\_.

(5) Role of Disclosing Party (Check appropriate role):

\_\_\_\_ Lessor/Landlord  Lessee/Tenant

\_\_\_\_ Seller/Grantor \_\_\_\_\_ Buyer/Grantee

\_\_\_\_ Other (Please describe): \_\_\_\_\_

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

(6) CONT.

NAME

RESIDENCE

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(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert “none” if none):

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

*No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee’s interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms-length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.*



*Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.*

*The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.*

(9) This Disclosure Statement is hereby signed under penalties of perjury.

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Print Name of Disclosing Party (from Section 4, above)

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Authorized Signature of Disclosing Party

Date (mm / dd / yyyy)

---

Print Name & Title of Authorized Signer

**(Note: This Form must be included in the proposal submission)**

**DRAFT LEASE AGREEMENT**

**ARTICLE I: SUMMARY**

1.1 Key Terms

DATE OF LEASE: \_\_\_\_\_, 2020

LANDLORD: TOWN OF WALPOLE

LANDLORD'S ADDRESS: Walpole Town Hall  
135 School Street  
Walpole, MA 02081

TENANT:

TENANT'S ADDRESS:

PREMISES: The parcel of land, with the building thereon known as the "Walpole Old Town Hall" (the "Building"), located at 980 Main Street, Walpole, MA 02081, which land contains 19,500 square feet, more or less, and is described in a deed recorded with the Worcester South District Registry of Deeds in Book 4933, Page 61 including the parking areas, driveways, and walkways thereon.

**ARTICLE II: PREMISES**

2.1 Premises. Landlord does hereby demise and lease unto Tenant the Premises, as described in Section 1.1 above.

The Premises are delivered to Tenant and Tenant accepts the Premises in their present condition, "AS IS," it being agreed that Tenant has had an opportunity to examine and inspect the Premises in all respects, that Landlord has made no representations or warranties of any kind with respect thereto, and that Landlord shall have no obligation to do any work on, or make any improvements to the Premises or the condition thereof.

2.2 Permitted Uses. Tenant shall use the Premises for the purpose of \_\_\_\_\_ (the "Permitted Uses"), in accordance with the terms and conditions set forth in the Request for Proposals issued by the Town of Walpole and the Tenant's written proposal dated \_\_\_\_\_, 2020 (the "Proposal"), which Request for Proposals and Proposal are incorporated herein and made a part hereof.

### ARTICLE III: TERM OF LEASE

This Lease shall commence on \_\_\_\_\_, 2020 (the “Commencement Date”) and expire on \_\_\_\_\_, 20\_\_\_\_ (the “Initial Term”), with Tenant having the right to extend the term of the Lease, if Tenant is not then in default under the Lease, for four (4) five-year terms (each, an “Extension Term”), for a total maximum term of thirty (30) years, by giving Landlord written notice thereof ninety (90) days prior to the expiration of the then current term. The Initial Term and, if exercised, the Extension Terms, are referred to herein as the “Term.”

### ARTICLE IV. RENT

4.1 Payment of Rent. Tenant covenants and agrees to pay Landlord, without notice or demand therefor and without any deduction or set-off whatsoever, except as expressly otherwise provided herein, the “Base Rent” and “Additional Rent,” as such terms are defined below.

4.2 Base Rent. Commencing on the Commencement Date, Tenant shall pay a base rent in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per year [MINIMUM OF \$XX,XXX FOR FIRST LEASE YEAR], to be paid in monthly installments of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per month, during the Term of this Lease (as increased annually, the “Base Rent”). If the Commencement Date shall be on any day other than the first day of a calendar month, Base Rent and other charges for such month shall be pro-rated on a per diem basis. Base Rent shall increase automatically each lease year, on the anniversary of the Commencement Date, by \_\_\_\_\_ percent (\_\_\_\_%). [MINIMUM OF 3%]

4.3 Additional Rent. Tenant shall be responsible for any and all taxes, rates, charges, assessments, license fees, municipal liens, levies, excises, water and sewer charges, fees or other charges, whether general or special, or ordinary or extraordinary, of every kind and nature, including governmental or other impositions, charged, levied, assessed, or imposed, whether by federal, state, local, or any other public authority, during the Term hereof, in relation to the Premises, Tenant’s personal property, and/ or Tenant’s use and operation of the Premises. All such charges and any other payment to be made by Tenant under this Lease shall be referred to herein as the “Additional Rent.” Tenant shall pay all of the Additional Rent promptly, before any fine, penalty, interest, or cost may be added for nonpayment and shall furnish to Landlord, on request, official receipts or other satisfactory proof evidencing such payment. Base Rent and Additional Rent are referred to, together, as “Rent.”

4.4. General Rent Provisions. Rent shall be payable by Tenant to Landlord monthly in advance on the first day of each month during the Term of this Lease without counterclaim, notice, demand, abatement or offset. All Rent and other payments required to be made by Tenant to Landlord under this Lease shall be paid by check made payable to the “Town of Walpole” and delivered to Landlord at the address set forth above, or at such other place as Landlord may from time to time direct by written notice to Tenant.

4.5. Interest. All payments becoming due under this Lease and not paid when due shall bear interest from the applicable due date until received by Landlord at an annual rate equal to

the prime rate of interest charged from time to time by Bank of America or its successor, plus two percent (2%).

4.6. Triple Net Lease. Landlord and Tenant acknowledge and agree that this is an absolute triple net lease, and Tenant shall have the sole responsibility with regard to maintaining, operating, repairing and replacing the Premises, including the improvements thereon. All payments of Rent shall be absolutely net to Landlord so that this Lease shall yield to Landlord the Rent herein specified in each year during the Term of this Lease free of any taxes, assessments, charges, impositions or deductions of any kind charged, assessed or imposed on or against the Premises. Landlord shall not be expected or required to pay any such charge, assessment or imposition, or furnish any services to the Premises or be under any obligation or liability hereunder except as herein expressly set forth. All costs, expenses and obligations of any kind relating to the maintenance of the Premises, including without limitation all alterations, repairs, restoration, reconstruction and replacements as hereinafter provided, which may arise or become due during the Term hereof, or thereafter, so long as Tenant or anyone claiming by, through or under Tenant shall remain in occupancy of the Premises, shall be paid by Tenant at Tenant's sole cost and expense.

#### ARTICLE V: UTILITIES

5.1. Delivery of Utilities. Landlord shall not be responsible for providing or paying for utilities to the Premises or for general maintenance of the Premises. Tenant agrees to pay promptly, as and when the same become due and payable, all charges for water, sewer, electricity, gas, heat, steam, hot and/or chilled water, air conditioning, ventilating, lighting systems, and other utilities supplied to the Premises (whether prior or during the Term, or subsequent thereto if relating to Tenant's use of the Premises). If Tenant fails to pay for the utilities furnished to the Premises, Landlord shall have the right, but not the obligation, to pay the same, and Tenant shall reimburse Landlord promptly upon demand for all costs, expenses and other sums of money in connection therewith, with interest, as Additional Rent.

5.2. Additional Utilities. In the event Tenant requires additional utilities or equipment, all costs incurred in connection therewith, including installation, maintenance and repairs of the same, shall be Tenant's sole obligation, provided that such installation shall be subject to the prior written consent of Landlord and shall be installed in conformity with plans and specifications provided by Tenant and approved by Landlord, said consent not to be unreasonably withheld.

5.3. Tenant Not to Exceed Capacity of Feeders or Wiring. Tenant covenants and agrees that at all times its use of electric current shall never exceed the capacity of the feeders to the Premises or the wiring installations therein.

#### ARTICLE VI: ALTERATIONS AND ADDITIONS

6.1. Construction of Improvements. Tenant shall not make any alterations, improvements, additions, repairs, replacement, deletions or other changes to the Premises, including the Building (the "Alterations"), without Landlord's prior written consent, which shall

not be unreasonably withheld for interior non-structural Alterations that are designed to accommodate Tenant's use of the Building. At least forty-five (45) days prior to undertaking any Alterations, Tenant shall submit for Landlord's review plans and specifications showing the Alterations in detail and such other information as Landlord may reasonably request and obtain Landlord's prior written approval thereof.

6.2 Compliance with Laws. Tenant shall procure all necessary permits before undertaking any work on the Premises and shall cause all such work to be performed in a good and first-class workmanlike manner and in accordance with the requirements of insurers, employing new materials of prime quality and shall defend, hold harmless, exonerate and indemnify Landlord from all injury, loss or damage to any person or property occasioned by such work. Tenant shall at all times comply with (i) Massachusetts public bidding laws and all laws, rules, orders and regulations of governmental authorities having jurisdiction thereof, in effect at the time of application for permits for such work; (ii) orders, rules and regulations of any Board of Fire Underwriters, or any other body hereafter constituted exercising similar functions, and governing insurance rating bureaus; and (iii) plans and specifications (which shall be prepared by and at the expense of Tenant and approved by Landlord prior to beginning any work). Tenant agrees to employ responsible contractors for such work and shall cause such contractors to carry workers' compensation insurance in accordance with statutory requirements and comprehensive public liability insurance and automobile liability insurance covering such contractors on or about the Premises in amounts reasonably acceptable to Landlord and agrees to submit certificates evidencing such coverage to Landlord prior to the commencement of and during the continuance of any such work.

6.3 Liens and Encumbrances. Tenant shall not permit any mechanics' liens, or similar liens, to remain upon the Premises for labor and material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant, and shall cause any such lien to be released of record without cost to Landlord within twenty (20) days after Tenant receives notice of filing of same. In connection with the foregoing, Tenant agrees to indemnify, save, defend, and hold harmless Landlord against, of and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting therefrom. If Tenant shall fail to discharge such liens within such period or fail to furnish security therefor, then Landlord may, but shall not be obligated to, discharge the same, and Tenant agrees to reimburse Landlord promptly upon demand for all costs, expenses and other sums of money in connection therewith as Additional Rent, with interest. All materialmen, contractors, artisans, mechanics, laborers and any other persons now or hereafter who contract with Tenant for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises are hereby charged with notice that they must look exclusively to Tenant to obtain payment for same. Tenant agrees that it will, on request from Landlord, comply with any and all reasonable requirements of Landlord with respect to the work performed or materials furnished by Tenant or its agents, contractors, and sub-contractors in the Premises.

6.4 Insurance for Tenant's Work. Tenant shall have and maintain in force public liability and property insurance, builder's risk insurance covering Landlord, and workmen's

compensation insurance affording applicable statutory coverage and containing statutory limits. All such policies shall comply with the provisions of Article X hereof.

6.5 Ownership of Improvements. All structural alterations and additions made by Tenant and shall become the exclusive property of Landlord upon completion. All nonstructural alterations and additions made by Tenant shall remain the exclusive property of Tenant. Tenant may at any time, at its sole option, remove any such alteration or addition, provided that removal does not damage the Premises or Tenant restores the Premises to the same conditions as prior to such alteration or addition.

6.6 Performance and Payment Bonds: Prior to the commencement of or major and/or structural Alterations, Tenant shall provide Landlord with copies of a performance and labor and materials payment bond provided by Tenant's contractor, in the amount of 100% of the value of the Alterations to be done by Tenant under the terms of this Lease, ensuring the completion of the Alterations and payment for labor and materials, which bond shall name Tenant and Landlord as obligees under said bond (the "Bond").

6.7 Inspection of Improvements. Landlord's representatives may enter upon the Premises from time to time on reasonable notice to Tenant for the purpose of inspecting the Improvements being constructed by Tenant, and such entry shall not be construed to be a violation of Tenant's right to exclusive possession of the Premises. At final completion of any improvement, Landlord shall have the right to inspect the work to determine material conformity with the approved plans, and may direct Tenant to perform such additional work as may be necessary to materially conform with said plans.

## ARTICLE VII – USE OF PREMISES

7.1 Use of Premises. Tenant shall use the Premises solely for the Permitted Uses. Tenant shall keep the Premises in good order, reasonable wear and tear and damage by fire or other casualty only excepted, and shall not commit or permit Tenant's servants, agents or invitees to commit waste to the Premises. Tenant agrees not to erect any signs on the Premises, including the exterior of the Building, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

7.2 Compliance with Laws, Regulations, and Codes. Tenant acknowledges that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper, offensive, or contrary to any federal, state or local law, regulations, codes and ordinances, including, but not limited to, those that relate to health and safety and those of the Board of Fire Insurance Underwriters.

7.3 Hazardous Substances. Tenant shall not bring onto, store, release, dispose or threaten the release from the Premises or elsewhere on the Premises any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical, or substance, including without limitation any item defined as hazardous pursuant Chapter 21E of the Massachusetts General Laws and federal and other state laws ("Hazardous Substances"). Tenant shall defend, indemnify and hold harmless Landlord, and those claiming by, through and under Landlord, from and

against any and all liability, loss, damage, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature in any way suffered, incurred, or paid as a result of any release or threatened release of Hazardous Substances on or from the Premises which is caused or exacerbated by Tenant, its agents, employees, contractors, representatives, or invitees. Landlord shall have no responsibility to Tenant, its agents, employees, representatives, permittees and invitees, for the presence of Hazardous Substances on the Premises or be required to abate or remediate the same. Tenant shall be solely responsible for and shall perform all duties, responsibilities, and liabilities related to the investigation, clean up, and monitoring of Hazardous Substances, and pay all costs, losses, damages, penalties, sanctions, forfeitures and/or fines arising or related to non-compliance with environmental laws, codes, rules and regulations if caused or exacerbated by the actions, omissions, negligence or willful misconduct of any of the Tenant Parties on or about the Premises. The provisions of this Section shall survive the assignment, expiration and/or termination of this Lease.

7.4 Compliance with Landlord's Rules and Regulations. Tenant and Tenant's employees, agents, invitees and licensees shall observe and comply with all reasonable rules and regulations as established from time to time by Landlord with respect to the manner of conducting business in the Premises and the upkeep and the use of the Premises.

7.5 Assignment and Subleasing. Tenant shall not assign, sublet, underlet, mortgage, pledge or encumber (collectively referred to as "Transfer") this Lease without Landlord's prior written consent, which may be withheld in Landlord's sole discretion. Consent by Landlord, whether express or implied, to any Transfer shall not constitute a waiver of Landlord's right to prohibit any subsequent Transfer; nor shall such consent be deemed a waiver of Landlord's right to terminate this Lease upon any subsequent Transfer. As used herein, the term "assign" or "assignment" shall be deemed to include, without limitation, any transfer of Tenant's interest in the Lease by operation of law.

7.6 Abandonment of Use. Subject to fire or other casualty and/or other force majeure events outside the control of Tenant, Tenant covenants and agrees to continuously and uninterruptedly use the Premises for the Permitted Uses. If the Premises are not used for the Permitted Uses for a continuous period of six (6) months, the Premises shall be deemed abandoned, deserted, or vacated by the Tenant, the Town shall have the right to terminate the Lease and recover exclusive possession of the Premises by written notice to Tenant. In the event the Town exercises its right to terminate the Lease under this Section, this Lease shall terminate as of the date that is ninety (90) days after the date of the Town's notice to Tenant thereof, and Tenant's rights with respect to the Lease shall terminate as of such date, except for those provisions stated herein to survive the termination hereof.

## ARTICLE VIII – MAINTENANCE

8.1. Tenant's Responsibility. Tenant shall be responsible, at its sole expense, for the maintaining the Premises, including the structural and non-structural elements thereof, in as good and clean condition and order. Tenant shall keep the Premises, including, without limitation, the electrical fixtures, windows, halls, stairwells, lavatories and all other areas of the Premises, the

landscaping (including, without limitation, keeping the grass neat and cut and trimming of trees and bushes), the parking areas of the Premises, all pipes, wiring and lighting, all plumbing and utility lines serving the Premises, the boilers and the heating and ventilating system and the fire protection equipment and systems serving the Premises, the roof, exterior walls and foundations, in good and safe order, condition and repair, excepting only reasonable use and wear and damage by fire or other casualty. Tenant shall also, at its sole expense, keep and maintain the Premises and all sidewalks, curbs and drives on or adjoining the same in a clean and orderly condition, free of dirt, rubbish, and unlawful obstructions. Tenant shall be solely responsible for removing snow and ice from the Premises, including all sidewalks, walkways, and parking areas. Tenant shall not permit the Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. Tenant shall be responsible for removing trash from the Premises and the collection and disposal thereof. Tenant shall not allow rubbish or trash to accumulate on or about the Premises. Tenant agrees to keep, operate, use and maintain every part of the Premises in conformity with all requirements of the law and applicable fire underwriting and related regulations, and to do all other work necessary to comply with the foregoing covenant.

8.2 Inspection. Without limiting Landlord's rights to access the Premises under other provisions of this Lease, Landlord hereby specifically reserves the right to conduct an annual inspection of the Premises, and Tenant shall allow entry and access to the Walpole Fire Chief, Building Insepector, and such other persons as the Board of Selectmen may designate, for the purpose of investigating the condition of the of the Premises. Landlord shall provide Tenant with a minimum notice of twenty-four (24) hours, and not interfere unreasonably with Tenant's use of the Premises. Landlord may provide Tenant with a report of such assessments and list of repairs or maintenance that Landlord reasonably determines need to be made.

8.3 Tenant's Failure to Maintain. If Tenant shall fail to keep the Premises in the condition required herein, or if repairs are required to be made by Tenant pursuant to the terms hereof, within thirty (30) days after notice by Landlord (or without notice in any emergency, immediately threatening life or property), Landlord shall have the right (but shall not be obligated) to make such repairs, replacements or perform maintenance work or any other work required of Tenant pursuant to this Lease and charge the reasonable cost thereof to Tenant as Additional Rent, with interest.

#### ARTICLE IX: INDEMNIFICATION; RELEASE

9.1. Indemnification. Tenant shall, during the term hereof, assume and maintain exclusive control of the Premises and defend, indemnify and save harmless Landlord from and against all claims, expenses or liability of whatever nature arising from any act, omission or negligence of Tenant, Tenant's contractors, agents, employees, customers, and invitees, or anyone claiming by, through or under Tenant (with Tenant, the "Tenant Parties") or arising, directly or indirectly, from any accident, injury or damage whatsoever, however caused, to any person, or to the property of any person, occurring after Tenant enters the Premises for any reason and until the end of the term of this Lease and, thereafter, so long as Tenant or any occupant claiming under Tenant is in occupancy of any part of the Premises, in or about the Premises, or arising from any accident occurring outside the Premises but within the general area



of the Premises, where such accident, injury or damage results or is claimed to have resulted from any act, omission or negligence on the part of Tenant or any of the other Tenant Parties.

The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, including attorneys' fees, and the defense thereof with counsel acceptable to Landlord or counsel selected by an insurance company which has accepted liability for any such claim.

9.2. Release. To the maximum extent this Lease may be made effective according to law, Tenant agrees to use and occupy the Premises at Tenant's own risk, and Landlord shall have no responsibility or liability for any loss or damage to fixtures or other personal property of Tenant or any person claiming by, through or under Tenant. Without limitation, Tenant agrees that Landlord shall not be responsible or liable to Tenant or any of the other Tenant Parties for injury to them or their property from the breaking, bursting, stopping or leaking of electric cables and wires, and water, gas or steam pipes.

The provisions of this Article shall survive any termination of this Lease.

#### ARTICLE X: INSURANCE

10.1 Tenant's Insurance. Tenant shall obtain and keep in force at its own expense so long as this Lease remains in effect and thereafter so long as Tenant, or anyone claiming by, through or under Tenant, uses or occupies the Premises or any part thereof, policies of insurance for the benefit of such parties, in the amounts, and in the manner and form set forth in this Section; provided, however, that amounts of insurance coverage may from time to time be increased. Tenant shall furnish certificates evidencing each such insurance coverage to Landlord prior to the execution of this Lease (to the extent such insurance is appropriate at such time) and providing that the insurer shall give Landlord written notice at least thirty (30) days in advance of any termination, expiration or any and all changes in coverage. The kinds and amounts of such insurance coverage shall not be less than the kinds and amounts designated herein, and Tenant agrees that the stipulation herein of the kinds and minimum amounts of insurance coverage, or the acceptance by Landlord of Certificates of Insurance indicating the kinds and limits of coverage shall in no way limit the liability of Tenant to any such kinds and amounts of insurance coverage.

(a) General Liability Insurance: A Comprehensive General Liability policy on an occurrence basis endorsed to include broad form comprehensive general liability with a combined single limit of liability of not less than \$1,000,000.00. The policy shall name Landlord, and its officers, agents, servants, employees and consultants as additionally insured parties.

(b) Property Insurance: Tenant shall, at its sole expense, obtain and keep in force during the Term, "all-risk" property insurance coverage insurance on the building and other improvements on the Premises, including, but not limited to, machinery and boilers, naming Tenant as the insured, and otherwise in the customary form for property insurance coverage of

buildings of similar character in the Primary Metropolitan Statistical Area that includes the Town of Walpole, naming Landlord as an additional insured. The amount of such insurance will be set forth on an “agreed amount endorsement” to the policy of such insurance and will not be less than 100% of the full replacement value of the improvements, as determined from time to time. Landlord, its officers, agents, servants and employees shall be named as additional insurers.

(c) Worker’s Compensation Insurance: Tenant and any subtenants, as applicable, shall provide Workers’ Compensation Insurance required by law and the Employer’s Liability insurance for at least the amounts of liability for bodily injury by accident of \$100,000.00 each accident; bodily injury by disease each employee of \$100,000.00; and bodily injury by disease policy limit of \$500,000.00, or such greater amount as may be required from time to time by the laws of the Commonwealth of Massachusetts.

(d) Umbrella/Excess Liability Insurance: An Umbrella/Excess Liability insurance policy on an occurrence basis “following form” of the primary coverage with a limit of liability of \$5,000,000.00. The Umbrella/Excess Liability insurance policy shall include but not be limited to the following coverages for bodily injury, property damage and personal injury: (i) Premises - Operations Liability; (ii) Contractual Liability; (iii) Automobile Liability for owned, non-owned and hired vehicles. Landlord, its officers, agents, servants and employees shall be named as additional insurers.

(e) Should Tenant choose to make improvements to the building, Tenant shall provide Landlord with evidence that Tenant has required its contractors to maintain (i) worker’s compensation insurance in the amounts required by law (or reasonably comparable insurance if such insurance is no longer available), (ii) builder’s risk (or such reasonably comparable insurance) insurance on an “all risk” basis (including collapse) insuring against casualty to such construction for full replacement value of the work performed and the equipment supplies and materials furnished and stored, (iii) automobile liability insurance in the minimum amounts required by law with limits of liability not less than \$1,000,000 per occurrence for property damage and \$2,000,000 combined single limit, (iv) Employer’s Liability Insurance affording protection in the amount of not less than \$500,000 per accident and \$500,000 for disease, (v) public liability insurance within limits in an amount not less than \$3,000,000 comprehensive general liability total with a limit of \$1,000,000 an occurrence, and (vi) Professional/Environmental Impairment Liability Insurance providing coverage for environmental contamination, bodily injury and/or property damage arising out of acts and omissions of Tenant or its contractors, employees or agents in the performance of the Permitted Uses or any other activities or failures to act at or with respect to the Premises in the amount of \$1,000,000 for each claim and \$1,000,000 in the aggregate (which insurance, unlike the other insurance noted above, may be made on a claims made basis). Tenant shall require that Landlord, and its officers, agents, servants and employees be named as additional insurers on all subtenants, concessionaires, subcontractor’s and independent contractor’s insurance, excluding Workers’ Compensation.

On the fifth (5<sup>th</sup>) anniversary of the Commencement Date, and every five (5) years thereafter, or upon Landlord’s reasonable request (which shall occur not more often than once every three (3) years), the limits of any of the above-mentioned insurance coverages may be

increased at the written request of the Landlord to amounts reasonably requested by the Landlord, but not to exceed the amounts of coverage generally maintained at the time in question for similar properties in Massachusetts.

Landlord shall have the same rights and remedies for the non-payment by Tenant to Landlord of amounts due on account of insurance premiums as Landlord has under this Lease for the failure of Tenant to pay the Rent.

10.2 Personal Property. Tenant agrees that Landlord shall have no responsibility or liability for any loss or damage or injury to from any cause whatsoever, including theft or otherwise of the Property, the fixtures and/or other improvements thereon, or the personal property of Tenant. Tenant agrees that it shall continuously keep its fixtures, merchandise (if any), equipment and other personal property from time to time located in, on or about the Premises, and all leasehold improvements to the Premises constructed or installed by Tenant insured by reputable, duly licensed insurance companies against loss or damage by fire with the usual extended coverage endorsements. Within a reasonable time after Tenant enters the Premises, no less often than annually thereafter, and at any other time upon the request of Landlord, Tenant shall furnish to Landlord evidence of such continuous insurance coverage satisfactory to Landlord. It is understood and agreed that Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise.

10.3. General Requirements. Landlord shall be named as an additional insured on all insurance policies. All required insurance shall be written with such companies qualified to do business in Massachusetts, as Tenant shall select and Landlord shall approve, which approval Landlord agrees not to withhold unreasonably. Without limiting Landlord's other rights under any other provisions of this Lease, if Tenant shall fail to keep the Premises insured as provided herein, and if such failure shall continue to a period of ten (10) days following written notice by Landlord to Tenant thereof, then Landlord, without further notice to Tenant, may take out and pay for such insurance, and the amount of such payment shall become due and payable as Additional Rent on demand.

Tenant hereby waives any and all rights of recovery which it might otherwise have against Landlord, its agents, employees and other persons for whom Landlord may be responsible for any loss or damage to Tenant's property or improvements in the Premises which are either required to be insured under the terms of this Lease or which Tenant, in the absence of any such requirement, elects to insure, notwithstanding that the loss or damage may result from the negligence, willful act or default under the terms of this Lease by Landlord, its agents, employees, contractors, or other persons for whom Landlord may be responsible.

#### ARTICLE XI: CASUALTY; EMINENT DOMAIN

(a) For the purposes of this Article XI, "substantial part" shall be defined as that portion of the Premises which if damaged or taken by eminent domain would materially affect the use of the Premises for the Permitted Uses.

(b) If the Premises or any portion thereof shall be destroyed or damaged by fire or other casualty, or taken by any public or quasi-public agency or authority other than Landlord by right of eminent domain, and the casualty/taking unreasonably interferes with the use of the Premises for the Permitted Uses in a manner comparable to such use prior to such casualty/condemnation, this Lease shall terminate at the election of either Landlord or Tenant. Any such termination shall be effective thirty (30) days after the date of notice thereof.

(c) If any part of the Premises is damaged by fire or other casualty or is taken by a public authority and this Lease is not terminated by Landlord or Tenant as provided above, Tenant shall proceed with reasonable diligence to repair and restore the Premises, or what remains thereof in the case of a partial taking, to its condition prior to such casualty/taking. Tenant acknowledges and agrees that in no event shall Landlord be liable for any injury, harm or any other loss, cost, expense, demand, claim, or have any obligation to repair, replace, improve, restore and/or rebuild, any damage of any kind or nature whatsoever to the Premises or any portion thereof caused by an eminent domain taking or by fire, flood or other casualty.

(d) In the event of a taking by eminent domain, Landlord shall have, and hereby reserves and excepts, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Premises and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking or damage. Tenant covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name and behalf all such further assignments thereof. Nothing contained herein shall be construed to prevent Tenant from prosecuting in any condemnation proceedings a claim for the value of any of Tenant's usual trade fixtures installed in the Premises by Tenant at Tenant's expense and for relocation expenses, provided that such action shall not affect the amount of compensation otherwise recoverable hereunder by Landlord from the taking authority.

## ARTICLE XII: TERMINATION; DEFAULT

In the event that:

(a) Tenant shall default in the payment of Rent or any other sum herein specified or shall fail to carry and/or maintain the insurance required hereunder and such default shall continue for ten (10) days after written notice thereof; or

(b) Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice (or any shorter period, if specified herein); or

(c) the occurrence of any of the following events: (i) the making by Tenant of any general arrangement or assignment for the benefit of creditors; (ii) Tenant's becoming a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within 30 days;

or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this paragraph (c) is contrary to any applicable law, such provision shall be of no force, and not affect the validity of the remaining provisions.

then Landlord shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Premises, to declare the Term of this Lease ended, and remove Tenant's effects, without prejudice to any other remedy which may be available to Landlord. To the extent permitted by law, Tenant shall indemnify Landlord against all payments which Landlord may incur by reason of such termination during the residue of the Term. If Tenant shall default after reasonable notice thereof, in the observance or performance of any conditions or covenants on Tenant's part to be performed or observed by virtue of any of the provisions of any article of this Lease, Landlord, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Tenant. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection with Tenant's default, including but not limited to, reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred shall be paid to Landlord by Tenant as Additional Rent.

Without limiting any of Landlord's rights and remedies hereunder, and in addition to all other amounts Tenant is otherwise obligated to pay, it is expressly agreed that Landlord shall be entitled to recover from Tenant all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing this Lease from and after Tenant's default.

### ARTICLE XIII: MISCELLANEOUS

13.1. Changes in Lease. None of the covenants, agreements, provisions, terms and conditions of this Lease shall in any manner be changed, altered, waived or abandoned except by a written instrument signed, sealed and mutually agreed upon by all the parties hereto, and approved as required by law. Such instrument shall not be void for want of consideration.

13.2. Quiet Enjoyment. Landlord hereby warrants and covenants that Tenant shall have peaceful and quiet use and possession of the Premises without hindrance or interruption on the part of Landlord, or by any other person(s) for whose actions Landlord is legally responsible, or by any person claiming by, through or under Landlord, except as herein provided.

13.3. Landlord's Entry. Landlord or its agents may, at reasonable times and without interfering with Tenant's business operations, enter the Premises from time to time to make repairs or to inspect the Premises. Landlord shall give Tenant a minimum of twenty-four (24) hours' notice for such visits, provided however that Landlord may enter the Premises at any hour and without prior notice in the case of an emergency affecting the Premises.

13.4. Yield Up at Termination of Lease. At the expiration of or earlier termination of this Lease, Tenant shall surrender the Premises in good order and repair, ordinary wear and tear

excepted. Tenant may at any time prior to or upon the expiration or termination of this Lease remove its own personal property from the Premises, provided that such property can be removed without injury to the Premises or Tenant shall repair such injury. Tenant shall promptly repair or restore, at its sole cost and expense, any damage or injury caused to the Premises from such removal. The provisions of this Section obligation shall survive the expiration or termination of this Lease.

13.5. Holding Over. If Tenant or anyone claiming under Tenant shall remain in possession of the Premises or any part thereof after the expiration of the term hereof, without any agreement in writing between Landlord and Tenant with respect thereto, the person remaining in possession shall be deemed a tenant at sufferance. After acceptance by Landlord of any payments made under this Lease, the person remaining in possession shall be deemed a tenant from month-to-month, subject to the provisions of this Lease insofar as the same may be made applicable to a tenant from month-to-month, which occupancy or use may at any time be terminated by either party by one (1) month's written notice to the other party.

13.6. Notice of Lease. Landlord and Tenant mutually agree to execute herewith a Notice of Lease in recordable form with respect to this Lease, which shall be recorded with the Norfolk Registry of Deeds, and agree to execute, upon termination of this Lease for whatever cause, a Notice of Termination of Lease in recordable form for recording with said Registry of Deeds.

13.7. Severability. If any provision of this Lease is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Lease shall be enforced to the fullest extent permitted by law.

13.8. Binding Agreement; Covenants and Agreements; Governing Law; Personal Liability. This Lease shall bind and inure to the benefit of the parties hereto and their respective representatives, successors and assigns. All covenants, agreements, terms and conditions of this Lease shall be construed as covenants running with the land. This Lease contains the entire agreement of the parties and may not be changed or modified except by a written instrument in accordance with the provisions herein. This Lease shall be governed by the laws of the Commonwealth of Massachusetts. The provisions of those laws shall not be deemed waived by any provision of this Lease.

The failure of either party to seek redress for violation or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of a violation. No provision of this Lease shall be deemed to have been waived by either party unless such waiver is in writing and signed by the party to be bound thereby.

No mention in this Lease of any specific right or remedy shall preclude Landlord or Tenant from exercising any other right, or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either in law or in equity.

No official, employee or consultant of the Town of Walpole shall be personally liable to Tenant or any partner thereof, or any successor in interest or person claiming through or under Tenant or any such partner, in the event of any default or breach, or for or on account of any amount which may be or become due, or on any claim, cause or obligation whatsoever under the terms of this Lease or any amendment or extension entered into pursuant hereto.

13.9. Notice. Any notice relating to the Premises or to the occupancy thereof shall be in writing and shall be deemed duly served when mailed by registered or certified mail, postage prepaid, addressed to the other party at the addresses listed in Section 1.1, or at such other addresses as the parties may from time to time designate by written notice to the other party.

13.10. Limitation on Liability. No party hereunder shall be responsible to the other for indirect, special, consequential or punitive damages.

13.11. Captions. The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

13.12. Survival. Any terms stated or intended herein to survive the expiration and/or termination of this Lease shall so survive.

[signature page follows]

IN WITNESS WHEREOF, this Lease has been executed in duplicate by the parties hereto, under seal.

LANDLORD:

TENANT:

**TOWN OF WALPOLE,**  
By its Board of Selectmen

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

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:



Property Location: 980 MAIN ST  
 Vision ID: 8257

Account #D1212112801 MAP ID: 33/34/11

Bldg Name: 1 of 1 Card 1 of 1

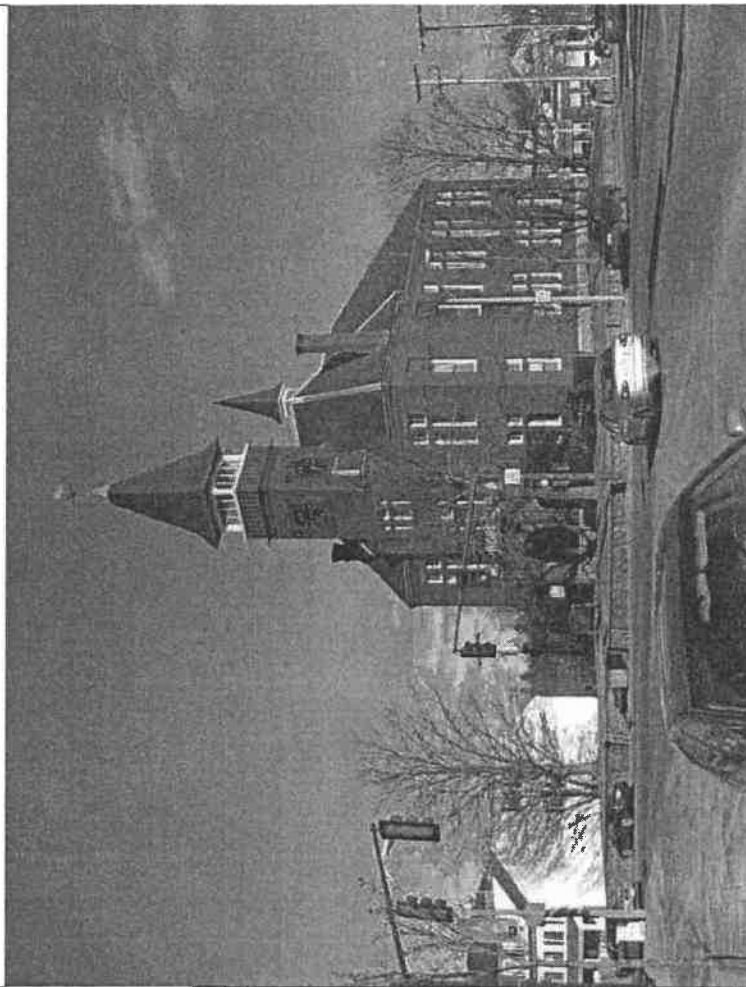
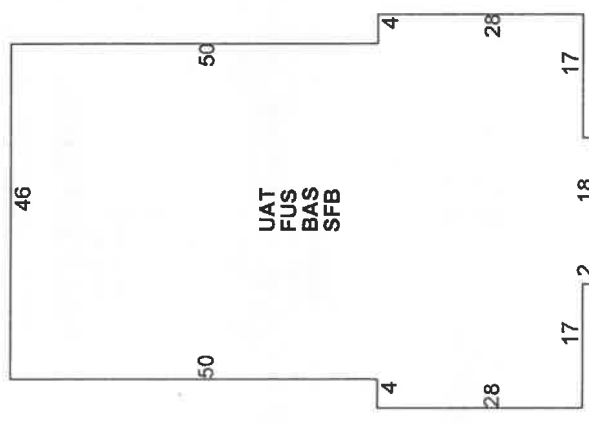
State Use: 931C  
 Print Date: 07/25/2019 14:53

CURRENT OWNER		UTILITIES		STRT/ROAD		LOCATION		CURRENT ASSESSMENT		ASSESSED VALUE	
WALPOLE TOWN OF								Description		Assessed Value	
135 SCHOOL ST								Code		Assessed Value	
WALPOLE, MA 02081								9310		450,100	
Additional Owners:								9310		356,800	
								9310		3,400	
<b>SUPPLEMENTAL DATA</b> Attached Document C/A ASSOC PID# GIS ID: F_773233_2878223											
<b>RECORD OF OWNERSHIP</b> WALPOLE TOWN OF WALPOLE TOWN OF BE-VOLTAJE SALE DATE q/u v/i SALE PRICE V.C. 1245/ 592 01/01/1913 U 1 1 523/ 145 10/15/1880 U 1 0											
<b>EXEMPTIONS</b> Year Type Description Amount Code Description Number Amount Comm. Int. Total: 810,300 Total: 1,426,600 Total: 1,369,500											
<b>OTHER ASSESSMENTS</b> This signature acknowledges a visit by a Data Collector or Assessor											
<b>ASSESSING NEIGHBORHOOD</b> NBHD/ SUB NBHD Name Street Index Name Tracing Batch N/A											
<b>NOTES</b> FORMER TOWN HALL FORMER POLICE STATION											
<b>APPRAISED VALUE SUMMARY</b> Appraised Bldg. Value (Card) 450,100 Appraised XF (B) Value (Bldg) 0 Appraised OB (L) Value (Bldg) 3,400 Appraised Land Value (Bldg) 356,800 Special Land Value 0 Total Appraised Parcel Value 810,300 Valuation Method: C Adjustment: 0 Net Total Appraised Parcel Value 810,300											
<b>BUILDING PERMIT RECORD</b> Permit ID Issue Date Type Description Amount Insp. Date % Comp. Date Comp. Comments 12-0101 12/11/2012 CM Commercial 0 360 07/13/2001 CM Commercial 6,400 109 03/20/2000 CM Commercial 284,500											
<b>VISIT/CHANGE HISTORY</b> Date ID IS Cd. Purpose/Result 07/07/2013 DF BP Building Permit 03/16/2016 DF 00 Listed 06/06/2007 DT 00 Listed 07/07/2002 DF BP Building Permit 07/07/2000 DF BP Building Permit											
<b>LAND LINE VALUATION SECTION</b> Zone D Front Depth Units Unit Price SF 10.03 19,500 190,500 I. Factor S.A. Disc C. Factor ST. Idx. Notes- Adj. Special Pricing S Adj. Fact Adj. Unit Price Land Value 1.0000 N 1.0000 1.25 N 1.46 CRNR 1.00 18.30 356,800											
<b>TOTALS</b> Total Card Land Units: 0.45 AC Parcel Total Land Area: 0.45 AC Total Land Value: 356,800											

474  
 WALPOLE, MA  
**VISION**

CONSTRUCTION DETAIL		CONSTRUCTION DETAIL (CONTINUED)	
Element	Cd. Ch.	Element	Description
Style	89		Other Municip
Model	94		Commercial
Grade	06		Good
Stories	2		
Occupancy	1		
Exterior Wall	20		Brick
Exterior Wall	03		Gable or Hip
Roof Structure	11		Slate
Roof Cover	07		Knotty Pine
Interior Wall	03		Plastered
Interior Wall	09		Softwood
Interior Floor	12		Hardwood
Heating Fuel	02		Oil or Gas
Heating Type	05		Hot Water
AC Type	01		None
Bldg Use	931C		Selectman M-94
Total Rooms	00		
Total Bedrooms	00		
Total Baths	2.5		
Heat & AC	00		NONE
Frame Type	03		MASONRY
Baths/Plumbing	02		AVERAGE
Ceiling/Wall	06		CEIL & WALLS
Rooms/Partitions	02		AVERAGE
Avg Wall Height	10		
% Conn Wall	0		

OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)																																																																							
Code	Description	Sub	Sub Description	L/B Units	Unit Price	Yr	Code	Dep	Rt	Chnd	%Chnd	Air Value																																																											
PAV1	PAVING-ASPI			L	5,000	1.35	2006	0	50		50	3,400																																																											
<table border="1"> <thead> <tr> <th colspan="10">BUILDING SUB-AREA SUMMARY SECTION</th> </tr> <tr> <th>Code</th> <th>Description</th> <th>Living Area</th> <th>Gross Area</th> <th>Eff. Area</th> <th>Unit Cost</th> <th>Undeprec. Value</th> </tr> </thead> <tbody> <tr> <td>BAS</td> <td>First Floor</td> <td>3,852</td> <td>3,852</td> <td>3,852</td> <td>154.13</td> <td>593,723</td> </tr> <tr> <td>FOP</td> <td>Open Porch</td> <td>0</td> <td>120</td> <td>30</td> <td>38.53</td> <td>4,624</td> </tr> <tr> <td>FUS</td> <td>Finished Upper Story</td> <td>3,852</td> <td>3,852</td> <td>3,852</td> <td>154.13</td> <td>593,723</td> </tr> <tr> <td>SFB</td> <td>Beam Finished</td> <td>2,889</td> <td>3,852</td> <td>2,889</td> <td>115.60</td> <td>445,292</td> </tr> <tr> <td>UAT</td> <td>Artic Unfinished</td> <td>0</td> <td>3,852</td> <td>193</td> <td>7.72</td> <td>29,748</td> </tr> <tr> <td colspan="2">Tot. Gross Liv/Lease Area:</td> <td>10,593</td> <td>15,528</td> <td>10,816</td> <td></td> <td>1,667,110</td> </tr> </tbody> </table>													BUILDING SUB-AREA SUMMARY SECTION										Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprec. Value	BAS	First Floor	3,852	3,852	3,852	154.13	593,723	FOP	Open Porch	0	120	30	38.53	4,624	FUS	Finished Upper Story	3,852	3,852	3,852	154.13	593,723	SFB	Beam Finished	2,889	3,852	2,889	115.60	445,292	UAT	Artic Unfinished	0	3,852	193	7.72	29,748	Tot. Gross Liv/Lease Area:		10,593	15,528	10,816		1,667,110
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**PRESERVATION RESTRICTION AGREEMENT**  
between the COMMONWEALTH OF MASSACHUSETTS  
by and through the MASSACHUSETTS HISTORICAL COMMISSION  
and the Town of Walpole

The parties to this Agreement are the Commonwealth of Massachusetts, by and through the Massachusetts Historical Commission located at the Massachusetts Archives Building, 220 Morrissey Boulevard, Boston, Massachusetts 02125, hereinafter referred to as the Commission, and the Town of Walpole, Town Hall, 135 School Street, Walpole, Massachusetts 02081, hereinafter referred to as the Grantor.

WHEREAS, the Grantor is the owner in fee simple of certain real property with improvements known as the Walpole Police Station (formerly the Walpole Town Hall), thereon as described in a deed dated October 15, 1880, from Ebenezer D. Clap to the Town of Walpole, recorded with the Norfolk County Registry of Deeds, Book 523, Page 145, and which is located at 972 Main Street, Walpole, Massachusetts 02081, hereinafter referred to as the Premises.

WHEREAS, the Grantor wishes to impose certain restrictions, obligations and duties upon it as the owner of the Premises and on the successors to its right, title and interest therein, with respect to maintenance, protection, and preservation of the Premises in order to protect the architectural, archaeological and historical integrity thereof; and

WHEREAS, the preservation of the Premises is important to the public for the enjoyment and appreciation of its architectural, archaeological and historical heritage and will serve the public interest in a manner consistent with the purposes of M.G.L. chapter 184, section 32, hereinafter referred to as the Act; and

WHEREAS, the Premises is individually listed in the National Register of Historic Places and is thereby listed in the State Register of Historic Places; and

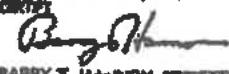
WHEREAS, the Commission is a government body organized under the laws of the Commonwealth of Massachusetts and is authorized to accept these preservation restrictions under the Act;

NOW, THEREFORE, for good and valuable consideration, the Grantor conveys to the Commission the following preservation restrictions, which shall apply in Perpetuity to the Premises.

These preservation restrictions are set forth so as to ensure the preservation of those characteristics which contribute to the architectural, archaeological and historical integrity of the Premises which have been listed on the National and/or State Registers of Historic Places, under applicable state and federal legislation. Characteristics which contribute to the architectural, archaeological and historical integrity of the Premises

025307

00 MAR 20 AM 10:02

RECEIVED AND RECORDED  
NORFOLK COUNTY  
REGISTRY OF DEEDS  
DEDHAM, MA.  
CERTIFIED  
  
BARRY T. HANNON, REGISTER

include, but are not limited to, the artifacts, features, materials, appearance, and workmanship of the Premises, including those characteristics which originally qualified the Premises for listing in the National and/or State Registers of Historic Places.

The terms of the Preservation Restriction are as follows:

1. **Maintenance of Premises:** The Grantor agrees to assume the total cost of continued maintenance, repair and administration of the Premises so as to preserve the characteristics which contribute to the architectural, archaeological and historical integrity of the Premises in a manner satisfactory to the Commission according to the Secretary of the Interior's "Standards for the Treatment of Historic Properties." The Grantor may seek financial assistance from any source available to it. The Commission does not assume any obligation for maintaining, repairing or administering the Premises.
2. **Inspection:** The Grantor agrees that the Commission may inspect the Premises from time to time upon reasonable notice to determine whether the Grantor is in compliance with the terms of this Agreement.
3. **Alterations:** The Grantor agrees that no alterations shall be made to the Premises, including the alteration of any interior, unless (a) clearly of minor nature and not affecting the characteristics which contribute to the architectural, archaeological or historical integrity of the Premises, or (b) the Commission has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by the Grantor, or (c) required by casualty or other emergency promptly reported to the Commission. Ordinary maintenance and repair of the Premises may be made without the written permission of the Commission. For purposes of this section, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines which are attached to this Agreement and hereby incorporated by reference.
4. **Assignment:** The Commission may assign this Agreement to another governmental body or to any charitable corporation or trust among the purposes of which is the maintenance and preservation of historic properties only in the event that the Commission should cease to function in its present capacity.
5. **Validity and Severability:** The invalidity of M.G.L. c. 184 or any part thereof shall not affect the validity and enforceability of this Agreement according to its terms. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
6. **Recording:** The Grantor agrees to record this Agreement with the appropriate Registry of Deeds and file a copy of such recorded instrument with the Commission.

7. Other Provisions: None applicable.

The burden of these restrictions enumerated in paragraphs 1 through 7, inclusive, shall run with the land and is binding upon future owners of an interest therein.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 14<sup>th</sup> day of MARCH, 2000.

[Signature]  
[Signature]  
Paul E. Mariani

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

MARCH 14, 2000

Then personally appeared the above named SELECTMEN  
and acknowledged the foregoing instrument to be the free act and deed of THE SELECTMEN  
before me,

Notary Public  
My Commission Expires

[Signature]  
MY COMMISSION EXPIRES MAY 10, 2002



**APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION**

The undersigned hereby certifies that the foregoing preservation restrictions have been approved pursuant to Massachusetts General Laws, Chapter 184, section 32.

**MASSACHUSETTS HISTORICAL COMMISSION**

By Judith B. McDonough  
Judith B. McDonough  
Executive Director and Clerk  
Massachusetts Historical Commission

**COMMONWEALTH OF MASSACHUSETTS**

Suffolk, ss. February 9, 2000

Then personally appeared the above named Judith B. McDonough and acknowledged the foregoing instrument to be the free act and deed of the Massachusetts Historical Commission, before

Notary Public

Nancy Maiola  
My Commission Expires November 19, 2004



RESTRICTION GUIDELINES

The purpose of the Restriction Guidelines is to clarify paragraph three of the terms of the preservation restriction, which deals with alterations to the premises. Under this section permission from the Massachusetts Historical Commission is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require MHC review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the MHC, the following list has been developed. By no means is this list comprehensive: it is only a sampling of some of the more common alterations, which may be contemplated by building owners.

**PAINT**

**Minor** - Exterior or interior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

**Major** - Painting or fully stripping decorative surfaces or distinctive stylistic features including murals, stenciling, wallpaper, ornamental woodwork, stone, decorative or significant original plaster.

**WINDOWS AND DOORS**

**Minor** - Regular maintenance including caulking, painting and necessary reglazing. Repair or in-kind replacement of existing individual decayed window parts.

**Major** - Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

**EXTERIOR**

**Minor** - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

**Major** - Large-scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e. removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the property is also considered a major alteration.

**LANDSCAPE/OUTBUILDINGS**

**Minor** - Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

**Major** - Moving or subdividing buildings or property; altering of property; altering or removing significant landscape features such as gardens, vistas, walks, plantings; ground disturbance affecting archaeological resources.



**WALLS/PARTITIONS**

**Minor** - Making fully reversible changes (i.e. sealing off doors in situ, leaving doors and door openings fully exposed) to the spatial arrangement of a non-significant portion of the building.

**Major** - Creating new openings in walls or permanently sealing off existing openings; adding permanent partitions which obscure significant original room arrangement; demolishing existing walls; removing or altering stylistic features; altering primary staircases.

**HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS**

**Minor** - Repair of existing systems.

**Major** - Installing or upgrading systems which will result in major appearance changes (i.e. dropped ceilings, disfigured walls or floors, exposed wiring, ducts, and piping); the removal of substantial quantities of original plaster or other materials in the course of construction.

Changes classified as major alterations are not necessarily unacceptable. Under the preservation restriction, such changes must be reviewed by the MHC and their impact on the historic integrity of the premise assessed.

It is the responsibility of the property owner to notify the MHC in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of the preservation restriction is to enable the Commission to review proposed alterations and assess their impact on the integrity of the structure, not to preclude future change. MHC staff will attempt to work with property owners to develop mutually satisfactory solutions, which are in the best interests of the property.

The Foregoing is a true copy of a **AGRT**  
recorded with Norfolk Deeds, Dedham, Mass.

MAR 20, 2000 at 10h. 02m. A.M.

Certif.

*Bangor*

Register

# WALPOLE TOWN HOUSE

*Dedicated by the Townspeople of Walpole on September 25, 1881, and*

***“They Danced till 4:30”***

Re-Use Committee Report to  
The Board of Selectmen



*June 11, 2019*

# WALPOLE TOWN HOUSE

*The Townspeople of Walpole participated in its dedication on September 25, 1881, and*

***“They Danced till 4:30”***

Walpole Town House Re-Use Committee Report to  
The Board of Selectmen and Town Meeting



***June 11, 2019***

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- Development Budget & Income/Expense Proforma
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- Disposition Options
- Conclusions & Recommendations
- Appendix
  - Zoning Use Table
  - RFP Marketing Collateral

# PART 1

## ➤ The Mission

As voted by the Board of Selectmen on November 6, 2016, the mission of the Old Town Hall Re-Use Committee (hereinafter referred to as the "Committee) is,

*"To review the Town's options for the current Police Station once the Walpole Police Department moves their operations over to the new building on South Street and to provide the Board of Selectmen with a recommendation as to what the Town should do with this building once it is vacant."*

## ➤ Committee's Objectives

A National Register building, the Walpole Town House (the building's original name and the one the Committee strongly urges it being re-branded) is Walpole's most prominent landmark. Given its strategic location, architectural significance, and cultural heritage, this historic structure should serve as the catalyst for the redevelopment of Walpole's downtown which currently falls far short of how town centers should function.

Downtowns historically have been the center of community life, whether they be urban, suburban or rural. Typically, downtowns include landmark buildings of various types, but primarily those that are community oriented, and which tend to be the focal points prominently positioned along the streetscape. In Old Town Hall, Walpole has such an edifice and should use it to its advantage.

The Committee's ultimate objective, therefore, is to arrive at a conclusion that brings the greatest value to the Town of Walpole, socially and economically, but doing so in the most responsible, feasible and creative way possible.

## ➤ Introduction

### Committee's Approach

- Building Community Support – *"Friends of Walpole Town House"*
- Community outreach to gauge public's sentiment.
- Keep citizenry informed and engaged.
- Consult with experts in various disciplines to better understand the building's challenges as well as its opportunities.

### Committee Members

- Richard Pilla, Chairman
- Cliff Barnes, Vice Chairman
- Christine Cochrane, Secretary
- Beth Pelick
- Ron Fucile
- Roger Turner
- Mark Trudell

The Committee wants to acknowledge and thank several Walpole residents who provided valuable insight, perspective and knowledge. This Resource Group played an important role in helping the Committee to not only better understand Old Town Hall's 138-year evolution, but also provided expertise and guidance essential to this report. This group of dedicated Walpole citizens include,

- David Norton, Walpole Building Commissioner
- Mark Romeo, Planning Board Member
- Sam Obar, Historical Commission Chairman
- Jeremiah Huson, Draftsman
- Eric Hurwitz, Author
- Jim Clerici, Former Head of Municipal Properties
- Michael Amaral, Local Historian

The Committee also wants to acknowledge and thank Patrick Shield, Assistant Town Administrator, for not only serving as liaison between the Committee and the Administration but also for his insight, feedback and guidance throughout the entire process.

## Due Diligence

Since its formation, the Committee met monthly, some months twice. Members came with no preconceived notions. To be as objective as possible, the Committee looked at all reasonable use options.

The first thing the Committee did was to hear from the public and two open meetings were held with town residents. From those forums, as well as a meeting with the Economic Development Committee, and feedback from other interested parties, many good ideas were presented.

The second thing the Committee did was to get a better understanding of the building's condition and current layout. Because there were no available "existing conditions" plans, the Committee was fortunate to have local draftsman Jeremiah Huson, who volunteered his time and skills to create existing condition plans of the historic structure. Jeremiah spent countless hours in going through the entire building to produce the plans the Committee needed to understand the current layout and to begin to think conceptually as to what uses the building could physically accommodate, especially since its footprint is only 3,812 square feet which significantly limits the reuse options while keeping in mind the Committee's stated objective that the eventual reuse plan had to be financially feasible and not burden tax payers.

For the Committee to be able to perform its responsibilities, sufficient due diligence was needed to assess and evaluate the various re-use options under consideration. It was incumbent upon the Committee to assess all viable options but in order to do so, it needed to have a clear understanding of the physical limitations a building constructed in 1881 posed, as well as the implications of any deed restrictions that were in place as a result of being on the State and National Register of Historic Places.

To do its work justly, a more thorough analysis of the Building was needed and thus the Committee requested funds to hire an architectural/engineering consultant to conduct an in-depth physical audit of the Building including its historically sensitive elements, that would need to be preserved and built around. At the Spring 2018 Town Meeting, Members voted to approve \$15,000.00 to conduct this critical analysis, and the firm of Mark Almeda Architects was retained. The results of Mark Almeda Architects' study is included in Part II of this report.



## ➤ Property Information

Walpole's greatest landmark is located at 980 Main Street (State Route 1A) at the signalized intersection with Stone Street in the heart of the Downtown. The Property is identified as Assessor's Map 33, Block 34, and recorded in the Norfolk County Registry of Deeds Book 1245, Page 592.

<b>ADDRESS:</b>	980 Main Street, Walpole, MA 020811
<b>PROPERTY TYPE:</b>	Freestanding Brick Municipal Building
<b>CURRENT USE:</b>	Vacant (Former Police Station)
<b>YEAR BUILT:</b>	1881
<b>ZONING DISTRICT:</b>	CBD (Central Business District)
<b>LAND AREA:</b>	19,602 SF
<b>BUILDING GROSS AREA:</b>	15,528 SF
<b>BUILDING USABLE AREA:</b>	10,593 sf
<b>LEVELS:</b>	4
<b>HANDICAP ACCESSIBLE:</b>	No
<b>INTERSECTION / MID-BLOCK:</b>	Intersection
<b>TRAFFIC LIGHT:</b>	Yes
<b>TRAFFIC COUNT:</b>	20,000 + ADT
<b>CURB CUTS:</b>	1
<b>ROAD FRONTAGE:</b>	Main Street (Route 1A): 110' Stone Street: 138'

<b># OF PARCELS:</b>	1
<b># OF OWNERS:</b>	1
<b>SERVICES:</b>	Municipal Water & Sewer
<b>ON-SITE PARKING SPACES:</b>	5
<b>OTHER PARKING:</b>	Street Parking and Municipal Lot
<b>SIGNAGE:</b>	Monument
<b>LAST PURCHASED / PRICE:</b>	1880 / \$1,800.00 (Land)
<b>ASSESSED VALUE:</b>	
- Land:	\$ 356,800
- Building:	\$ 450,100
- Outbuildings:	\$ 3,400
<b>TOTAL:</b>	\$ 810,300
<b>PROPERTY OWNER:</b>	Town of Walpole







OFFICIAL  
VEHICLE  
PARKING  
ONLY

R200



Jala Penos C  
BACK ENTRANCE

969

EDGEWOOD  
Travel

Cleveland Place  
RESTAURANT BARBERS

HEADSHEP  
Salons

1021



POLICE DEPT

EMPLOYEES

OFFICIAL VEHICLE PARKING ONLY

OFFICIAL VEHICLE PARKING ONLY

WALPOLE

POLICE

DIAL 911

WALPOLE POLICE

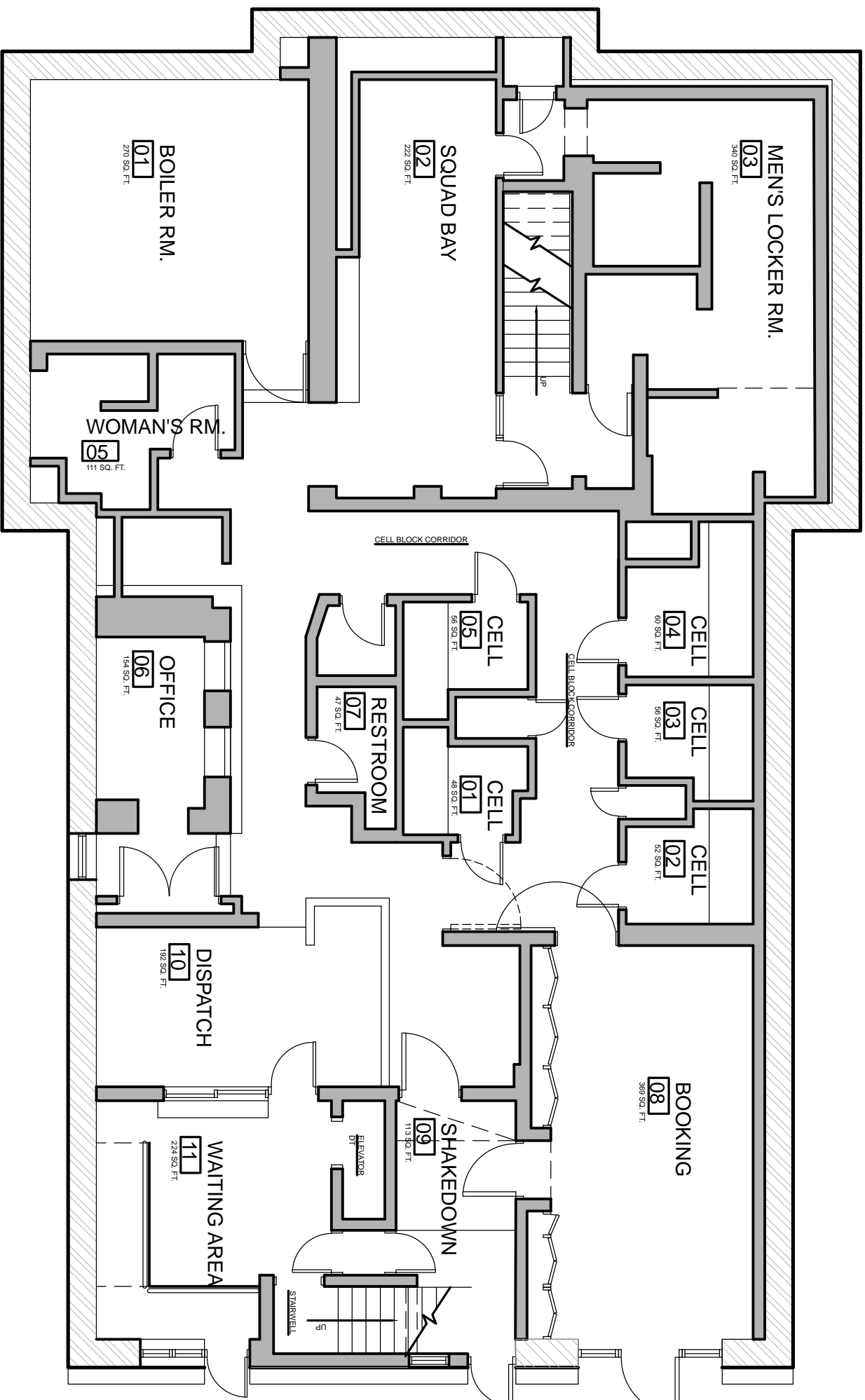
www.walpolema.com







**OLD TOWN HALL  
EXISTING CONDITION PLANS**



**G** GROUND FLOOR PLAN-AS BUILT  
 1/8" = 1'-0"

**STRUCTURAL  
 CONCEPTS**

555 Winter Street  
 Walpole, MA, 02081

PHONE: 505.660.4830  
 Email: jeremiah.huson@gmail.com

**PROJECT:**  
 AS-BUILTS FOR OLD TOWN HALL  
 WALPOLE, MASSACHUSETTS

**DRAWING TITLE:**  
 GROUND FLOOR PLAN

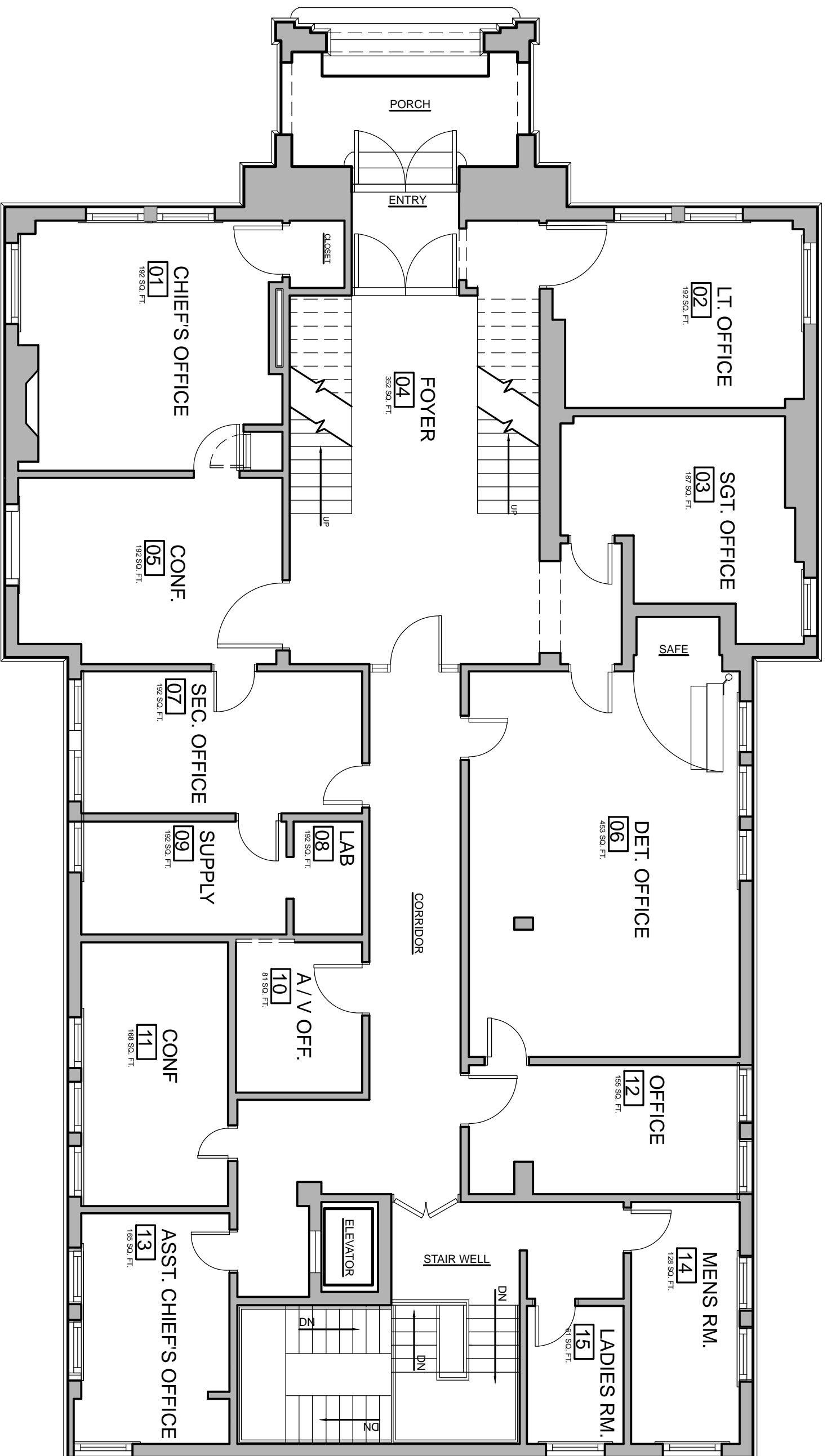
**CAD FILE:**  
 OTH\_GROUND\_FL\_PLANDWG

**ISSUED DATE:**  
 16 OCT. 2017

**LAST REVISION DATE:**  
 N/A

**DRAWING NUMBER:**

**G 1.0**



**A** FIRST FLOOR PLAN-AS BUILT  
 1/8" = 1'-0"

**STRUCTURAL  
 CONCEPTS**

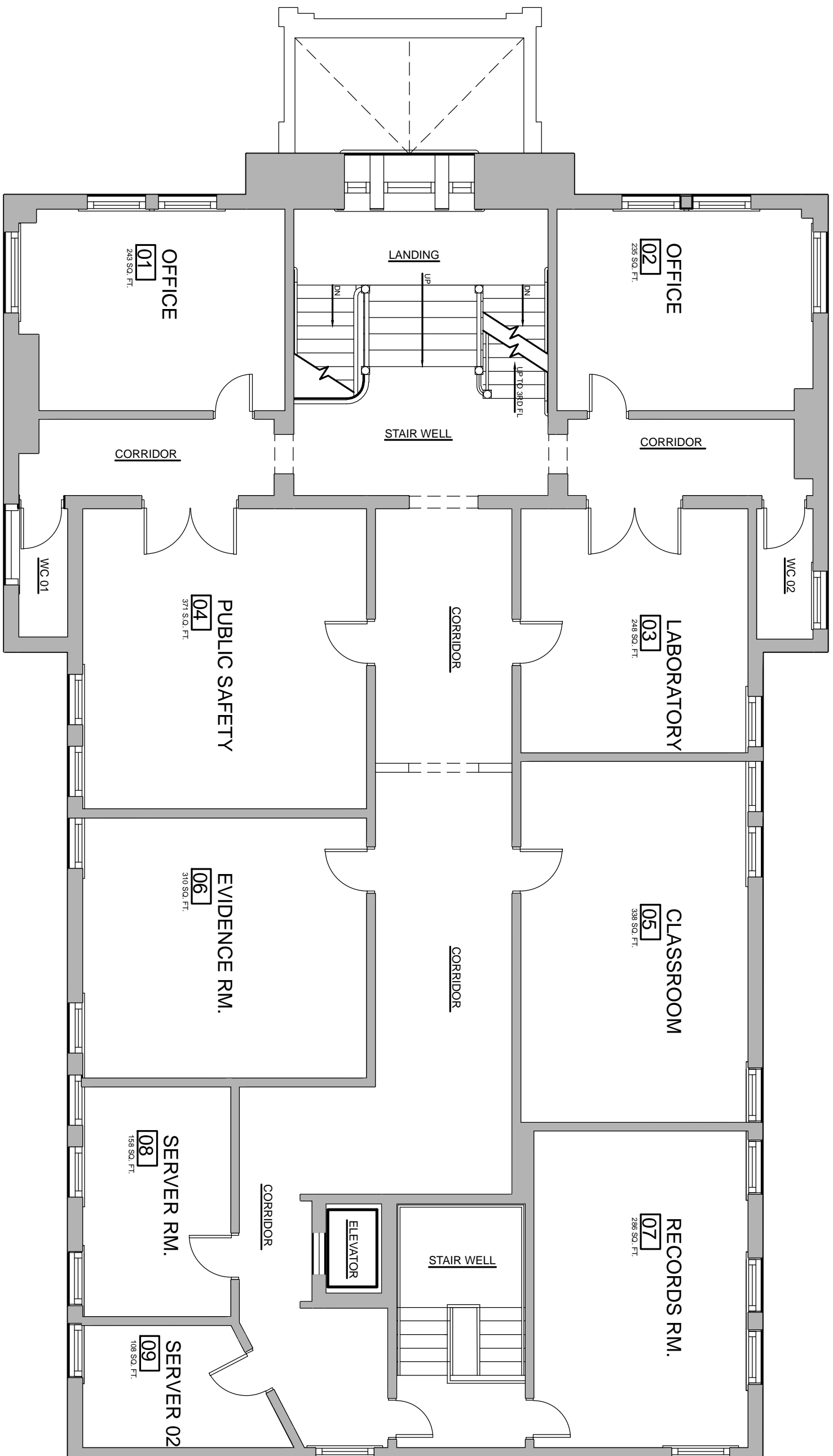
555 Winter Street  
 Walpole, MA, 02081  
 PHONE: 505.986.1010  
 Email: jeremich.nuson@gmail.com

**PROJECT:**  
 AS BUILTS OLD TOWN HALL  
 WALPOLE, MA

**DRAWING TITLE:**  
 FIRST FLOOR PLAN

**CADFILE:**  
 OTH\_FIRST\_FL.dwg  
**ISSUEDATE:**  
 10.10.2017  
**LAST REVISION DATE:**  
 N/A  
**DRAWING NUMBER:**

**A 1.0**



A2 SECOND FLOOR PLAN-AS BUILT  
 1/8" = 1'-0"

**STRUCTURAL  
 CONCEPTS**

555 Winter Street  
 Walpole, MA, 02081  
 PHONE: 505.660.4830  
 Email: jeremidn.russon@gmail.com

**PROJECT:**  
 AS-BUILTS FOR OLD TOWN HALL  
 WALPOLE, MASSACHUSETTS

**DRAWING TITLE:**  
 SEC. FLOOR PLAN AS-BUILT

**CADFILE:**  
 OTH\_SEC\_FL\_PLAN.dwg

**ISSUEDATE:**  
 10.10.2017

**LAST REVISION DATE:**  
 N/A

**DRAWING NUMBER:**

**A 2.0**

## ➤ Historical Background

### Walpole Old Town House

The Old Walpole Town Hall (Walpole Town House) is a fine example of a two-story brick Queen Anne Revival Municipal Building, constructed in 1880-1881. It is located on 1/3 acre at the corner of Stone and Main Streets. The land was originally acquired from E.D. Clapp for \$1,800.00.

The Walpole Town House was designed by renowned architect John Williams Beal, and constructed by well-known Walpole builder Joseph W. Coburn. Beal was only 26 at the time he designed the building (he died in 1919). He trained at the Massachusetts Institute of Technology, and worked for the prominent architectural firm McKim, Mead & White before running his own businesses. Many of his designs are still standing today in surrounding towns, as well as the “Castle in the Clouds” in Moultonborough, NH.

The total cost to build and to furnish the structure at the time was \$27,365.58 (on time and under budget). The clock and bell in the tower were donated by seven local citizens and purchased from the historic Howard Clock Co. of Boston, MA for \$874.00. The bell was later removed (its whereabouts are unknown), however the clock is still wound once per week and is fully operational.

The Town House was dedicated on September 25, 1881 and the townspeople reportedly danced on the second floor in the grand hall with its two-story cathedral ceiling, balcony, and a hammer beam truss system, until 4:30 in the morning in celebration.

The foyer includes two original marble wall plaques that are still in place today, engraved with the names of local residents who lost their lives “to suppress Rebellion and maintain the integrity of the Nation” in the Civil War.

The outside of the building has seen little to no changes since its construction, with the exception of fire escapes that were added in 1952, and later removed in 1982. The back doors were also rearranged with accompanying granite and brickwork.

As the Town of Walpole developed, this structure went through several metamorphoses. Its original uses included town offices, a police department, and a large upper-level hall. The fire department’s horse-drawn apparatus was also stored in the back of the building in three bays on the ground floor leading to the driveway. A library was also located there for a time.

The Police Department was situated in the rear of the first floor with two cells below on the ground floor.

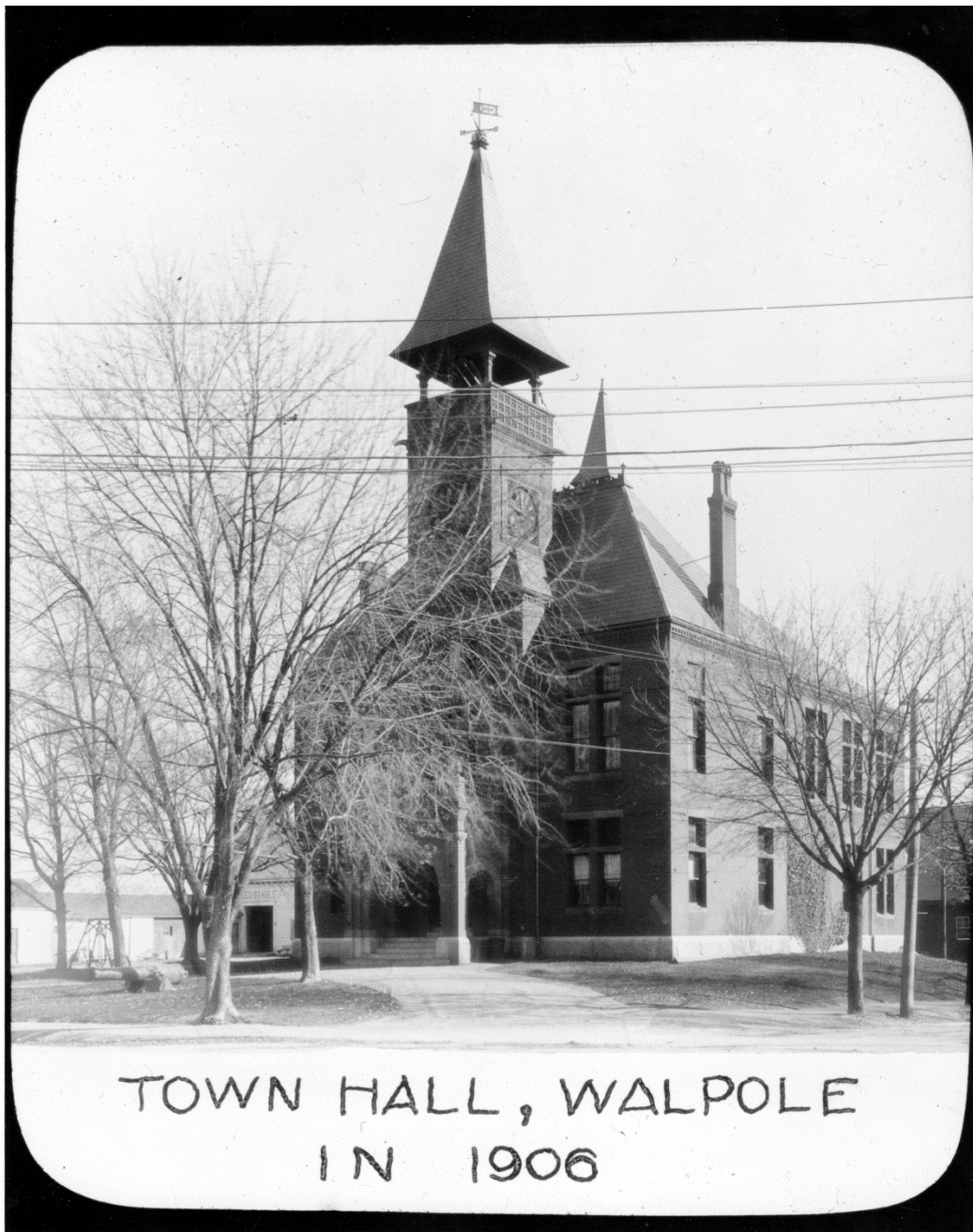
The upper-level grand hall has been utilized as a dance hall, for concerts, movie theatre, basketball court, Western Norfolk County Court House (1899 thru 1951), and a Walpole High School graduation venue, to list a few.

In 1952-1953, the second floor was remodeled to provide additional municipal office space, which created a drop ceiling eliminating the grand hall. This also created much-needed attic storage space. In 1953, the Police Department moved next door to a new combined public safety facility.

Town offices were located on the first floor until 1983 when these offices moved to the vacated new Stone School on School Street, and in 1984 the Police Department moved back to the renovated, now old Town Hall. In April 2018, the police department relocated to South Street and left the building vacant for another use.

It is still the most prominent landmark in Walpole, overlooking the town common and main thoroughfare through the downtown. The distinguished and highly visible red brick exterior and slate roof with the clock tower is a beacon to Walpole Center.

This historic structure was accepted on October 11, 1981 for inclusion in the National Register of Historic Places. In 2000, the Town of Walpole applied for and received historical preservation grant funding from the Massachusetts Historical Commission to fully restore and repair windows, the brick exterior and clock. In exchange for receiving the funding, a preservation restriction was recorded on the property's deed in perpetuity (Norfolk County Registry of Deeds, Book 523, Page 145, as filed March 14, 2000).



**Date: 1880/1881**

**Architect:**

**John Williams Beal**

**Builder:**

**Joseph W. Coburn of  
Walpole**

**Dedicated on**

**September 25, 1881**

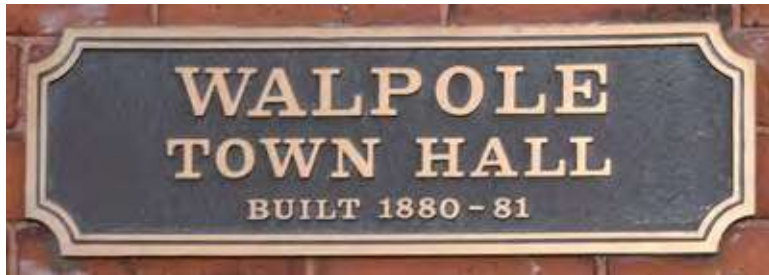
**Total Cost to build  
and furnish -**

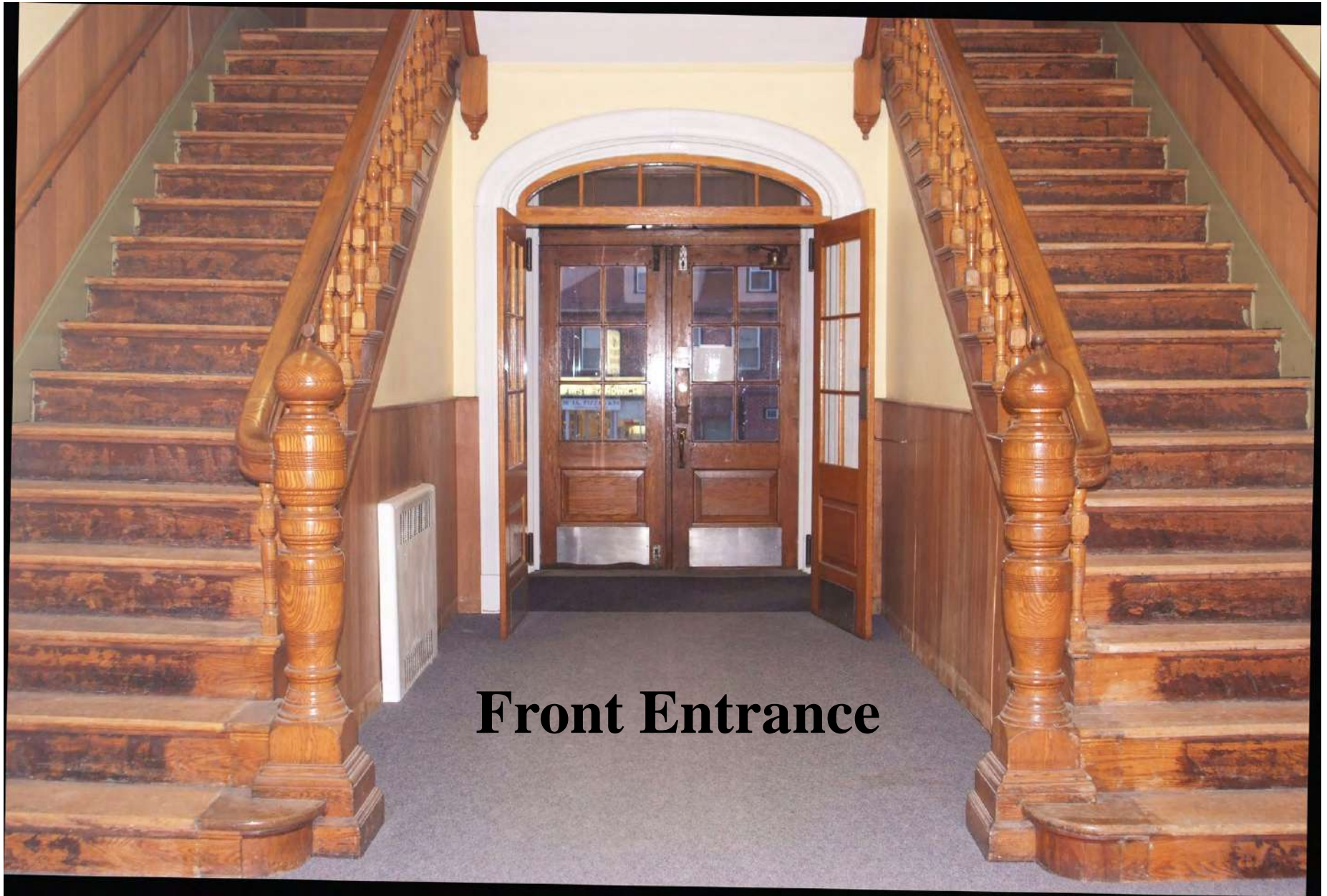
**\$27,365.58**





**Town Hall - 1890. No Lights,  
no Telephone, no Fire Stations.**





**Front Entrance**





**Time Capsule  
and  
1740 Mile Marker**

# PART 2

# 1881 Walpole Town Hall Feasibility Study

June 2019



Mark Almeda Architects, P.C.  
1281 Washington Street  
Walpole, Massachusetts 02081  
508.668.6221

MacLeod Consulting, Inc.  
29 Woods Road  
Belmont, Massachusetts 02478

MacRitchie Engineering, Inc.  
197 Quincy Avenue  
Braintree, Massachusetts 02184

# 1881 Walpole Old Town Hall Feasibility Study

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Project: Town of Walpole  
1881 Old Town Hall Feasibility Study  
980 Main Street  
Walpole, Massachusetts 02081

Sponsor: Town of Walpole  
135 School Street  
Walpole, Massachusetts 02081

Preservation Architect: Mark Almeda Architects, P.C.  
1281 Washington Street  
Walpole, Massachusetts 02081

Consultants: Structural (Historic) Engineer:  
Macleod Consulting, Inc.  
29 Woods Road  
Belmont, Massachusetts 02478

Mechanical Engineer:  
MacRitchie Engineering, Inc.  
197 Quincy Avenue  
Braintree, Massachusetts 02184

## Acknowledgements:

The author thanks Patrick Shield, the Walpole Old Town Hall Reuse Committee and the Town of Walpole's Public Works and Engineering Departments for their technical assistance. Special thanks to Roger Turner for his knowledge of the history of the Old Town Hall and for being available at a moments notice.

June 2019





1882 Partial Birdseye View. "Walpole. Massachusetts." O.H. Bailey & Co. 1882

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### Appendix A: References

- List of References

### Appendix B: Reports

- *Essential Repairs + 2<sup>nd</sup> Flr Hall Selective Demo Probable Cost Summary*, Mark Almeda Architects, PC, 03.06.2019.
- *Schemes 1 & 2 Conceptual Design Probable Cost Summary*, Mark Almeda Architects, PC, 03.06.2019.
- *Walpole Old Town Hall Structural Condition*, MacLeod Consulting, Inc., 01.28.2019.
- *Air Conditioning Study - Old Town Hall*, MacRitchie Engineering, Inc., 01.16.2019.

### Appendix C: Drawings

- Historical Evaluation of Building Fabric, Mark Almeda Architects, PC, 12.21.2018
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  - HF1.1 First Floor Plan
  - HF1.2 Second Floor Plan
  - HF1.3 Balcony + Clock Floor Plans
- Conceptual Design Scheme 1, Mark Almeda Architects, PC, 02.13.2019
  - Ground Floor Plan
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- Conceptual Design Scheme 2, Mark Almeda Architects, PC, 02.13.2019
  - Site Plan
  - Ground Floor Plan
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  - Second Floor Plan
  - Balcony Floor Plan
- Structural Existing Conditions, MacLeod Consulting, Inc., 01.28.2019.
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  - S1.2 Existing First Floor Framing Plan
  - S1.3 Existing Second Floor Framing Plan
  - S1.4 Existing Balcony Framing Plan
  - S1.5 Existing Roof Framing Plan
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# 1881 Walpole Old Town Hall Feasibility Study

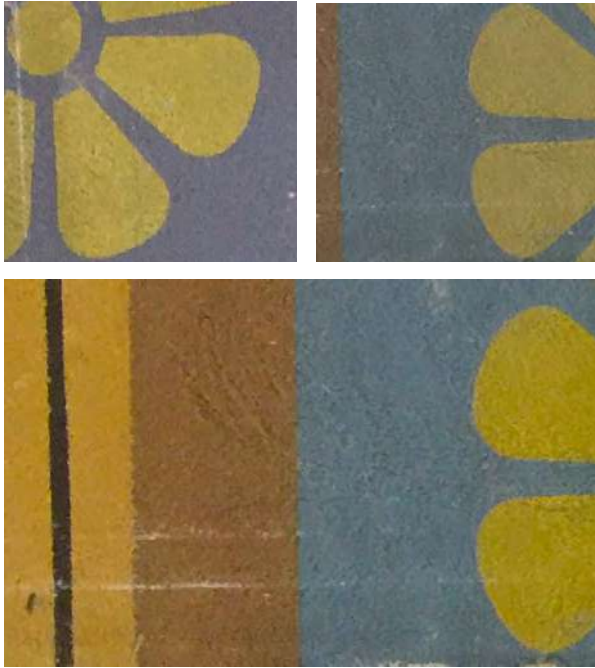


Fig. 1. Remaining Historic Hall Stenciling

## Abstract

### **Purpose**

This report was prepared for the Town of Walpole, Massachusetts as an aid to the Town and the Walpole Old Town Hall Reuse Committee (OTHRC). The task of this study was to survey, assess, recommend and assign probable costs for necessary repairs and upgrades to the building exterior and reuse of the interior of the 1881 Walpole Old Town Hall, 980 Main Street. Part of this task was to provide 2 schemes for the reuse of the Old Town Hall (OTH) based on the direction given by the OTHRC. The goal of this study was to provide information that would allow the Town and OTHRC to make better-informed decisions for future work and/or development of the property.

### **Synopsis**

The Old Town Hall is an historic civic symbol of the Town's growth and development from the days of a "saw mill" town with cold and drafty town gatherings at the Meetinghouse to an economic rise into the twentieth century due to the Neponset River and the associated industry along its banks. The whole story of a place, and everyone's story of the Old Town Hall whether of the time period's grandeur or depredation is what makes the building just as important as its approaching age of 138 years and distinctive architectural character.

The town's money was well invested back in the 1880's. The structure is in good condition and adaptable to modern uses. Maintenance repairs to all buildings are a necessary component of ownership and in historic buildings require a commitment to stewardship. Changes in building codes, reaching a dollar threshold that triggers code improvements and the likely return to an assembly use by over 300 occupants, will require structural as well as accessibility improvements to the building.

The OTH needs capital improvements to the base building for essential repairs and to adapt the space to facilitate uses and activities envisioned to revitalize the property. An itemization of these essential exterior and interior repairs, structural improvements, and selective demolition can be found in the Appendix B under *Essential Repairs + 2<sup>nd</sup> Floor Hall Selective Demo Probable Costs*.

- I. The essential repairs to the exterior includes selective repairs to the roof, gutter, masonry, windows, trim and finishes in order to seal the interior from the weather and to halt further exterior deterioration. Probable cost is \$530,973.

- II. Essential repairs to the interior includes extending and replacing railings, fire stopping and adding temporary lighting for life safety concerns. Probable cost is \$34,574.
- III. Structural improvements are triggered by the change in use from business to assembly use by over 300 persons. The structural upgrades include seismic (Earthquake + ground motion) improvements to the roof and 1<sup>st</sup> floor brick walls, reinforcing the brick tower steel frame for lateral loads, strengthening beams and posts under the 2<sup>nd</sup> floor Hall, foundation wall underpinning improvements and reinstalling the removed balcony brackets. Probable cost is \$442,934.
- IV. Selective demolition of the interior non-historic materials (fabric) to gain access for repairs and to open up the chopped up and 2<sup>nd</sup> floor Hall will generate more interest in the building and its potential. Probable cost is \$69,181.
- V. The probable cost for all of the work from I to IV above is this work is \$1,077,662.

Within the brick walls of the Old Town Hall is an opportunity to create a new setting for it's continue longevity and the reuse of a building is essential to its viability. Vacant buildings are without tenants that generate income for the owner. Without income there is no maintenance and buildings deteriorate. The reuse of any existing building regardless of its historic or recent vintage is dependent upon the current market. At the direction of the OTHRC, two conceptual design schemes were created to examine the building's potential. Changes to the interior of the building after 1900 and of little historical significance were removed. Both schemes rely on the use of the building for a restaurant, pub and/or specialty use. All schemes assume the exterior of the building is restored/repared and that necessary structural upgrades are performed.

Scheme 1 retains the existing first floor bathrooms and masonry walled stair and elevator core on all the floors. It also retains the existing first floor bathrooms. While the reuse of the cmu enclosed stairs and elevator save initial startup costs, the layout severely limits the useful square footage of all floor areas. These plans can be found in Appendix C. The breakdown of the floors and uses is as follows:

- Ground Floor: Bakery + Deli-Coffee Bar; Seating 72 persons.
- First Floor: Restaurant; Seating 117 persons.
- Second Floor: Function/Meeting Room – a flexible space that can be independent of or associated with the restaurant below; Seating 105-150 persons.
- Balcony: Seating 49 persons.

The probable cost for the Scheme 1 renovations (excluding furniture and equipment) is \$5,530,963.

Scheme 2 removes all mid and late 20<sup>th</sup> century office walls (bearing walls and columns remain) and ceilings in order to open up the space. An approximately 28' x 54" addition is added to the north side of the building. This adds 1510 gross square feet (gsf) to the ground floor and 1348 gsf to the first and second floors. This addition will increase the useable space within the existing building by accommodating the elevator, exit stairs, bathrooms, utility spaces and other support rooms. This scheme relocates the diesel fueling station to another part of the Town property near the Fire Station. These plans can be found in Appendix C. The breakdown of the floors and uses is as follows:

- Ground Floor: Pub; Seating 120 persons.
- First Floor: Restaurant; Seating 168 persons.

- Second Floor: Function/Meeting Room – a flexible that can be independent of or associated with the restaurant below; Seating 200-204 persons.
- Balcony: Seating 49 persons.

The probable cost for the Scheme 2 renovations (excluding furniture and equipment) is \$7,814,945.

## Assessment

### **Approach/Methods**

This report has addressed this assessment and findings through a careful review of project goals and scope, discussions with the Town, meetings with the Walpole Town Hall Reuse Committee, an examination of available historic documents, construction drawings, reports, field inspections, by the documentation of existing conditions with measured drawings and photographs and the creation of two conceptual design schemes with associated probable costs.

In addition, a structural engineer experienced in historic structures and a mechanical engineer were consulted on the project. Arthur MacLeod PE, structural engineer for MacLeod Consulting Inc., conducted a documented assessment and evaluated the structural conditions for the reuse of the building. Bruce, MacRitchie PE, mechanical engineer for MacRitchie Engineering, evaluated the existing air conditioning system for reuse. These reports are contained in the Appendix B.

A kick-off meeting with Town Administrator Jim Johnson, Assistant Town Administrator, Patrick Shield, and representatives from the Police, Fire, Engineering, and Buildings and Maintenance departments was held in the fall of 2018.

On two of the visits discrete openings were made through non-historic building materials for Arthur MacLeod to examine the structure beneath. On one of these site visits, John Lightbody opened a hatch into the Hall ceiling above the exposed trusses into the attic space below the roof to visually confirm its structure.

### **Project Background**

From the Old Town Hall Reuse Committee: "Our mission is to determine the most viable reuse options that will not only create the greatest cultural and/or commercial value to the Town, but once again serve as a catalyst for the redevelopment of its downtown."

The Town has investigated and currently has no planned municipal use for the space at the Old Town Hall. The conceptual design schemes represent the reuse of the Old Town Hall either through the Town retaining ownership and assuming all financial responsibility, the Town leasing the property to a party willing to invest in the property's improvements, the Town entering into a sale/leaseback arrangement with party that assumes cost of necessary improvements, or the Town selling the property with deeded restrictions in order to preserve the historic fabric and character of the exterior and preserve significant interior historic fabric and objects.

The two conceptual design plan schemes were created at the direction of the OTHRC. 3D renderings and/or elevations were not part of the scope of work. Their criteria were as follows:

- i. Both schemes assume the repair, maintenance and/or restoration of the significant historic fabric of the building exterior of the building as well as significant historic interior fabric.
- ii. Renovate the second floor and associated balcony by partially or fully restoring it to its original grandeur and 19<sup>th</sup> and early 20<sup>th</sup> century use as a meeting hall / auditorium. This is accomplished through the removal of the mid and late 20<sup>th</sup> century office walls and ceilings infilling the space.
- iii. Given the present markets for the reuse of the building, the OTHRC decided that restaurants, pubs, small specialty markets and associated function facilities were the most viable. The design should consider these markets and facilitate a functional flexibility for use of the spaces.
- iv. Create two schemes retaining significant historic fabric.
  - a. The first scheme based on removing most of the non-contributing interior components (Walls, ceilings, etc.) and retaining the existing elevator, stairs and toilet facilities. Retaining the existing elevator and fire stairs at the Easterly part of the building will require a variance be granted by the Massachusetts Architectural Access Board. The first scheme will partially (since the elevator, stairs, and cmu enclosures remain) restore the historic Hall on the second floor. The newly renovated floors will be used as a Bakery + Deli-Coffee Bar, Restaurant and the second floor is a flexible space that can be used as a Function or Meeting Room. The probable cost for the Scheme 1 renovations (excluding furniture and equipment) is \$5,530,963. See the Scheme 1 drawings in Appendix C.
  - b. The second scheme will spatially restore the second floor historic Hall to its original configuration and modify some contributing and remove all non-contributing interior elements. An approximately 28' x 54' addition to the Town Hall provides a second means of egress, an accessible and "gurney" compliant elevator, mechanical and support spaces and toilet facilities. The addition will create valuable floor space within the existing building and provide greater functionality and flexibility. This adds 1510 gsf to the ground floor and 1348 gsf to the first and second floors. This scheme relocates the diesel fueling station to another part of the Town property near the Fire Station. The newly renovated floors will be used as a Pub, Restaurant and second floor is a flexible space that can be used as a Function or Meeting Room. The probable cost for the Scheme 2 renovations (excluding furniture and equipment) is \$7,814,945. See the Scheme 2 drawings in Appendix C.

## **Architectural**

The 1881 Walpole Old Town Hall is listed on both the State and National Registers of Historic Places. The property has a preservation restriction agreement between the Commonwealth of Massachusetts by and through the Massachusetts Historical Commission and the Town of Walpole executed in 2000. An historic timeline as well as research on the history of the Old Town Hall was made by members of the OTHRC and is included in their report.

The OTH needs capital improvements to the base building and to adapt the space to facilitate uses and activities envisioned to revitalize the property. The repairs to the exterior include selective replacement of roof slates, roof flashing, and gutter/downspout repairs, repointing of brick and granite, repair of spalling sandstone (brownstone) decorative elements, repair and replacement of wood trim and other exterior envelope repairs. An itemization of these essential exterior and interior repairs, structural improvements, and selective demolition can be found in the Appendix B under *Essential Repairs + 2<sup>nd</sup> Floor Hall Selective Demo Probable Costs*.

After the assessment, It was noted that most of the walls, original doors associated with these walls, trim, spatial features of the original late 19<sup>th</sup> century early 20<sup>th</sup> century uses had been removed and replaced with new construction dating from renovations in the 1950's, major changes from the conversion to a police station in the 1980's and alterations made through 2018. In 2018, the police department was moved to a new building and location. Based on this synopsis, those remaining historic elements and finishes from the original construction in 1881 to the early 1900's should have priority for preservation.

The exterior building binds together the remaining fabric both historic and non-historic which journals the sequence of alterations and changes from its original construction in 1881 as a Town House to its progression into the former home of the Walpole Police Department. These changes reflect the economic growth of the Town and changes in both the politics and economic growth of the Town.

The following preservation approach is the result of our analysis.

- i. The Town Hall's exterior has to a large extent remained unchanged. It is primarily the interior that documents the changes made from 1881 and reflects mainly the changes made between the 1950's to the present. The alterations made after 1950 are clearly manifested in the removal of the upper and lower Meeting Halls and the infilling of these spaces with offices necessary for a mid century town government. Further alterations made in the 1980's for the buildings reuse as a Police Station filled the ground floor with cmu wall construction required for the safety and protection of the occupants. These alterations do tell individual stories but do not contribute to the remaining historic fabric. To the contrary, it makes it unrecognizable. It is more desirous to return the building interior and/or each floor to its original spatial configuration and allow a return to its volumetric grandness and potential for reuse. The story of the Town Hall would be lost and so would its integrity if these separate and discrete changes from the 1950's to the present remain.
- ii. Remaining historic elements and finishes from the original construction in 1881 to the early 1900's should have priority for preservation. Unaltered/original interior finishes should be preserved or restored.
- iii. Changes after 1900 of little historical significance can be saved, altered or removed to suit reuse and new programmatic needs.



## Exterior Assessment

The building's exterior provides protection from the elements and conveys its historic character. The most prevalent cause of deterioration in historic buildings is due to uncontrolled water and its deleterious effects. The main concern is the ongoing water infiltration through the roof and subsequent deterioration of the building interior due to needed roof repairs. This has been a chronic problem for the building as evidence by the amount of staining of the original hair plaster meeting hall ceilings (Fig. 2) and walls (as seen from the balcony)



Fig. 2: Roof leak, failing plaster + damaged finishes

and subsequent failing of the plaster keys and falling plaster. Buckets and plastic tarps have been used to try to contain the water. However, wet balcony floors infer water is damaging the second floor and possibly lower levels below. The condition of the wood rafters and beams beneath the plaster and lath is unknown and will require either further investigation or additional contingency monies set aside for repairs. Continued deferment of repairs will result in permanent loss of character defining hair plaster walls and ceilings, destruction of structural wood roof components, increased repair costs and ultimately use of the building.

## Roof and Roof Flashing

Natural roof slate is a character defining element of the building exterior and needs to be preserved. Slate's durability and appearance adds both economic value and visual appeal to the building. The slate roof is generally in good condition except where the long axis hip roof over the original meeting hall abuts the tower and the transverse hip roof. Where they



Fig. 3: Broken/failed slates

intersect is the where most of the water infiltration issues mentioned above occur. The slates as well as the copper valley flashing at the transverse roof intersection, the step flashing at the intersection of the tower and several feet of the copper ridge cap require replacement to prevent continued water infiltration.

The copper ridge flashing and slates at the ventilator (Fig.3) have failed and need to be replaced.

Natural roof slates are durable and last from 75 to 125 years. Maintaining a slate roof is a good investment considering the cost for complete replacement and the shorter life of other roofing

materials. Periodically roof slates break, slate fasteners fail and either slip in place or fall to the ground. Both these were evidenced. Approximately 53 slates need to be replaced as of this report as well as those associated with the copper valley (~315 slates) replacement. Typically, slate roofs should be inspected every 5 years and repairs made as necessary.

The decking of the former belfry (Bell is no longer present) has a synthetic rubber membrane roof loosely fit and flashed to the sidewalls at the parapet. There are several cable and aerial roof penetrations and an access hatch. The access hatch cover does not seal properly where it abuts the membrane of the parapet and leaks water. The membrane roof is approaching the end of its life expectancy. When the aerials and cables are removed the membrane roof should be replaced and the access hatch redesigned or at least the cover replaced so that it forms a tight seal over the hatch. At this same time as the roof replacement, the cap flashing on the parapet wall should be replaced.

#### Gutters and Downspouts (Conductors)

Most of the copper gutters and downspouts are functioning properly and in good condition. The exception is the copper gutter and downspout at the southwest corner of the transverse hip roof (Fig. 4) facing Main Street. This gutter and/or downspout are full of water, overflows during rain and snow melting events and needs to be unclogged. Above this is a section of gutter that is deformed and has a hole from a former aerial cable. Water runs down the face of the brick during rainstorms. This section of gutter needs to be replaced.

The downspout on the north side and adjacent to the entrance off Main Street and the downspout on the northerly side draining the hip roof have broken downspout hubs/boots and are disconnected from the underground and/or surface piping that leads the water away from the foundation. Keeping the water away from the foundation avoids saturating the soil, prevents potential water leaks into the basement through masonry walls and prevents biological growth on the brick walls and granite foundation. The downspout hubs should be replaced, underground water pipes cleaned out and the hubs and gutters reattached to the system.



Fig. 4: Clogged and damaged gutter and valley flashing

## Masonry

The granite and red brick has generally fared well and been maintained over the life of the building. Some of the brownstone is in poor condition. The terra cotta is in good condition. All these materials are historically important and define the character of the building in its specific time and place.

## *Stone*

The light gray granite stone forming the foundation and stairs at the portico entrance off Main Street is physically in good condition. The granite underpinning the exterior brick wall and forming the plinth to the portico has a 4:3 inch wash (slope) and a 1 ½" marginal line framing a split faced surface. The light gray granite forming the portico steps has a fine hammered finish.

The granite joints of the stairs and some of foundation wall are missing mortar and need to be repointed with a lime mortar to a depth of ¾" inch of the stone surface. The Joint should be then filled with a backer rod and sanded sealant to match the granite or mortar.



Fig. 5: Spalling brownstone sill

The Nova Scotia brownstone (Fig. 5) used for lintels and sills at window has not fared as well. The brownstone at the window sills, window transoms and lintels has a rockface finish for greater contrast and boldness. The brownstone at the arched stone openings of the portico has a fine hammered finish. The brownstone used was cut along both seam (parallel to bed displaying a single layer) faces and split (perpendicular to the bed displaying the layers) faces. About a tenth of the stones exhibit serious problems such as spalling and/or cracking. Some have deteriorated to a point where they need to be replaced in kind. Others holes and spalls can be

patched, after removing material down to sound stone, using epoxy consolidants matching the existing stone in color and texture. Cracks can be repaired using an epoxy injection.

## *Brick*

Considering that the brick is almost 138 years old most of the exterior brick is in good repair. The red brick has a common bond pattern of 7 stretcher courses between each bond course. There is about 300 square feet of exterior brick at the chimneys and upper walls near the balcony level where the mortar has failed or fallen out. These will need to be repointed with lime mortar matching the historic in color and tooling. The interior brick at the clock level of the tower also exhibits failing mortar joints on three sides of the exterior wall totaling approximately 200 square feet that need to be repointed with a lime mortar matching the interior mortar in color and tooling.

The brick was replaced at the portico (Fig. 6) at some point in time with brick not matching the historic in size and color. The result is new brick not aligning with the original brick coursing and creating a sharp visual contrast to the historic. This work is not appropriate. There are areas of brick on the north and south (sides) and east (back) and west (back) façades where brick infilled openings, new openings were made, brick was repointed and repairs were made. The areas are easily seen since the mortar does not match the historic mortar in color and tooling and some of the brick does not match the historic. Unless a full restoration of the exterior is made, then replacement is not required.



Fig. 6: Inappropriate brick replacement

The sealants between the masonry and window/door frames are failing. There is indication that water is leaking into interior around the perimeter of some of the windows. A typical exterior sealant has a service life of 5-10 years. These existing sealants should be removed, backer rods inserted and new sealant matching the adjacent surface should be installed. Replacing this sealant should be done at the same time as the masonry repairs.

#### *Terra Cotta*

The bright and distinctive terra cotta forming the exterior parapet wall of the former belfry and its projecting water spouts is in good condition for its age and material. The four water spouts projecting from the corners originally drained the belfry and threw water away from the tower walls. When exterior work is performed on the building the terra cotta should be reexamined.

#### Window and Doors

The wood doors at the Main Street entrance, while not the original doors, are in good shape and should be repaired and refinished matching the existing stain and finish. The metal doors and “storefront” doors and windows along the east elevation at the ground floor level are not historic and can be replaced. The metal doors and frames are rusting and should be replaced during renovations to the ground floor. The “storefront” windows and doors are approaching the end of their useful life as indicated by the hardening and cracking of the exterior gaskets. These should also be replaced when new uses and renovations to the ground floor are made.

The exterior windows are generally in operational condition. Some of the windows described below need to be replaced and or repaired. The historic window hardware should be retained.

The 16 transom windows at the original second floor Hall were repaired at some point in the late 20th century and all of the 9 panes of original colored glass for each window were

removed and replaced with clear glass. Originally, these transoms were operable windows and were designed to vent the Hall. When these transom windows were removed for repair, the hardware was removed and they were fixed in place. See item Second Floor below for more detail.

The exterior sash have interior storm windows. The exceptions are the transom windows on both the first and second floor. These do not have storm windows and will need them in order to meet the current energy code. Most of the storms are in operable condition and only seven need gaskets to be replaced. All the storms tracks need to be cleaned for smooth operation. One of the storm windows has failed and needs to be replaced to prevent water infiltration.

New transom windows matching the existing historic in kind, will need to be installed where the transom windows were previously removed to install louvers. New windows matching the existing historic will be needed to replace the two “doors” that were installed to provide exits from the second floor to exterior fire escapes that were removed in the early 1980’s. The wood bottom sash of two failing windows will need to be repaired and the glass reglazed for both safety and to prevent water infiltration.

As mentioned earlier the paint is failing on the windows and all the windows will need to be prepped and painted on both the interior and exterior. The interior storm does not protect the exterior of the wood sash from the weather and subsequently needs greater maintenance than sash with exterior storms. Also, the interior storm causes vapor under pressure from the interior of the building to condense on the cold glass of the exterior window. This creates a condition of early deterioration of both the paint and wood sash on the interior. The interior sash was a determination and condition of approval by the Massachusetts Historical Commission for the Town of Walpole to receive the preservation grant. Interior storm windows create a more historic look on the exterior of the building since the window trim, muntins and rails can be readily seen.

#### Wood Trim

All the wood trim, sills, and wood architectural elements need to be prepped and painted. The window sills exhibit the greatest loss of paint and checking of wood. Several windows have rotted molded trim and will need to be replaced matching the existing trim profile. As a maintenance item, the exterior paint should be inspected every 8 years.

Elements of the belfry wood trim that encase the corner posts that support the roof and form an arched enclosure for the belfry are rotting (Fig. 7) and parts are missing. Past repairs of the trim did not match the existing remaining historic profiles of the trim and are failing. The ceiling boards and access hatch show water damage as well as animal or bird nesting. Very little of the trim is salvageable. All the wood architectural elements of the belfry should be replaced

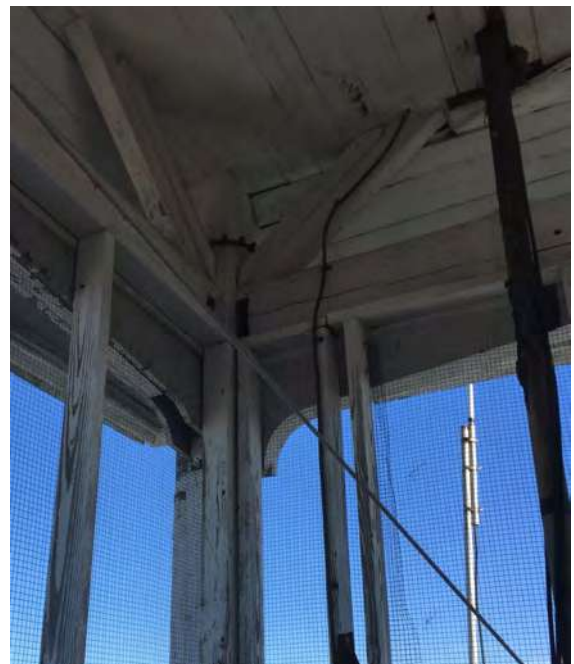


Fig. 7: Rotting Belfry trim and ceiling

matching the remaining historic trim dimensionally and in shape and profile.

The paint on the ventilator wood trim and louvers is cracked and peeling (Fig. 3) and needs to be prepped and painted. Several pieces of trim need to be replaced.

### **Interior Assessment**

An interior assessment was made of the Old Town Hall building fabric to determine what should be retained and restored, and what could be modified, altered and/or removed.

The evaluation categorized recommendations into 4 categories:

1. Primary historical significance Should be retained and restored / Safety and immediate need for preservation
2. Significant historical importance and can be sensitively altered
3. Contributing and can be modified
4. Non-contributing and can be altered or removed

See Appendix C for *Historical Evaluation of Building Drawings* indicating the historical evaluation of each floor. All work on the Old Town Hall needs to meet the *Secretary of the Interior's Standards for Rehabilitation*.

After the assessment, It was noted that most of the walls, original doors associated with these walls, trim, and spatial features of the original late 19<sup>th</sup> century early 20<sup>th</sup> century uses had been removed and replaced with new construction dating renovations in the 1950's, major changes from the conversion to a police station in the 1980's and through 2018 when the police department was moved to a new building and location. Based on this synopsis, those remaining historic elements and finishes from the original construction in 1881 to the early 1900's should have priority for preservation.

### Ground Floor

The ground floor (basement) received a major renovation in 1983 during the OTH's conversion to a police station. The only remaining historic features are the exterior foundation walls, interior brick bearing walls and piers, and the two original jail cells (A brick partition separating cell was removed) with historic steel barred doors. These should be retained, repaired, restored and reused. The remaining concrete masonry unit (cmu) walls, cmu stair enclosure, cmu elevator enclosure and elevator (serviceable but does not meet current code standards for accessibility and "stretcher" size) can be removed and/or altered for future reuse of the space.

The exit ground floor stairs at the front of the building and leading directly to the front entrance at the first floor replaced the original stairs in the 1980's, does not have any significance and can be altered. However, the exit stair is an important component of emergency egress and needs to remain or a new stair installed and located to serve the same purpose.

### First Floor

The first floor entrance, entrance hall, double staircase, hair plaster on wood lath walls and ceiling (underneath ceiling tile and suspended acoustical ceilings), historic doors remaining and leading to the original town clerks office and small meeting hall, associated trim and hardware should be retained, restored and reused.



Fig. 8: Double staircase (Right)

The historic double staircase (Fig. 8) is in serviceable condition and should be restored and reused. While retention of the double staircase requires a variance from the Massachusetts Architectural Access Board, my experience with past variance applications for historic stairs have been conditionally approved by the MAAB as long as there is a compliant elevator to the floors served. Simple modifications can be made to the stairs to make it acceptable to the MAAB.

The original fireplaces of the 1881 Reading Room/Library and Town Clerk's office (hidden behind a gypsum board wall) have had the original surrounds removed or replaced. The original fireboxes remain though the fireplace dampers are sealed making them non-functional. These fireplaces share the chimney flues with other heating appliances. If allowed by code, the chimney will require the addition of a stainless steel liner and other interior safety measures in order to make them functional. These fireplaces should be retained and restored.

The town Civil War memorial tablets are important historical artifacts and should be retained and protected. These tablets should remain the property of the Town and be displayed in their original/present location. If the tablets cannot be protected or if ownership by the Town cannot be retained in their current location, then they should be removed and displayed in another Town owned building with appropriate signage.

The 1881 Reading Room/Library and Town Clerk's offices were renovated in the 1950's and more recently during and after the 1983 Police Station conversion. The original safe/vault was removed in 1983 and replaced with the present vault. This vault can be removed. Removal will create more useable floor space. These rooms had the hair plaster removed to a height above the acoustical ceiling with gypsum board installed in its place. Above the gypsum board finishes and acoustical ceilings there remains the original hair plaster on lath walls and ceilings, colored glass window transoms (covered with foil faced insulation board) and original window trim and wood finishes. The non-historic acoustical ceilings and lighting should be removed to open up the space to its original 13' high plaster ceiling and these surfaces restored in kind. Appropriate finishes for the walls, ceilings and trim should be used to maintain consistency.

The area beyond the Entrance Hall currently consists of office space. This area originally had a Lower Meeting Hall with stair access to the upper Meeting Hall and two small meeting rooms. These stairs and most of these walls were removed during the renovations of 1950's and 1980's. The 1950's saw subdivision of this space with plaster and lath on wood stud walls and further subdivision in the 1980's with gypsum board partitions. A plaster ceiling was installed in the 1950's below the original historic plaster ceiling. In the 1980's suspended ceilings with fluorescent lighting was added below the 1950's ceiling. These partitions and later ceilings do not contribute to the original historic space and severely limit the original openness of the space. These should be removed and the original exterior walls and 13' high ceiling restored.

The original maple flooring installed in this space remains in most locations. The exceptions are at the bathrooms, stair, and elevator areas. The condition of the maple flooring discovered is in good condition. Maple is a very durable floor finish. During renovations the floor should be refinished and missing areas infilled with matching maple boards.

The 1980's bathrooms (serviceable but not accessibility compliant with current codes), cmu stair enclosure, cmu elevator enclosure and elevator (serviceable but does not meet current code standards for accessibility and "stretcher" size) do not contribute to the historic fabric and can be removed and/or altered for future reuse of the space. However, stairs and elevator cannot be removed without alternative life safety provisions being made. Otherwise the floors serviced become uninhabitable.

## Second Floor

The historic Meeting Hall on the second floor was infilled with Town offices in the 1950's to accommodate increasing governmental functions for the Town. At the same time, a new plaster on lath ceiling was hung from wood joists located below the Hall's transom windows. Subsequently the space was renovated again in 1980's and later to create spaces serving the Police Department. At that time a new suspended ceiling and lighting was added below the 1950's plaster ceiling.

The original maple floor of the Hall exists under the carpeting and floor tiles. The maple floor originally extended from the entrance of the Hall to the stairs forming the upper landing. The maple flooring of the landing was removed during one of the renovations creating a change in elevation greater than an inch between the Hall and the two side corridors leading to the back entrance to the hall and the toilets. The condition of the maple flooring discovered is in good condition. Maple is a very durable floor finish. During renovations the floor should be refinished and missing areas infilled with matching maple boards. This should include the upper landing of the stairs.

The two rooms flanking the staircase on the second floor and facing Main Street were originally separate Men's and Women's Coat and Ante Rooms serving Hall functions. These rooms were turned into offices during the 1980's renovation. Suspended ceilings with fluorescent lighting were installed below the original hair plaster ceiling at that time. The suspended ceilings and associated lights can be removed. The rooms themselves contain the original windows and associated window and wall trim and should be retained. The ceilings and walls, except for the 1980's closet, are significant and can be sensitively altered. The finishes can be restored or sensitively altered.

The floors and ceilings of the corridors leading to these rooms were modified sometime between the 1950's and 1980's installing tile floors over the maple floor and acoustical ceiling tile was glued to the original hair plaster ceilings. The corridor hair plaster walls are significant and can be sensitively altered. The historic double entrance doors, their associated door and wall trim are of primary historical importance and should be retained and restored. The finishes can be restored or sensitively altered. This occurs on both sides of the stair hall. See the Hazardous Materials item below for further information.



The historic staircase leading to the Balcony is of primary historic significance, requires structural repair and should not be used. It should be restored and reused. The retention of this staircase requires a variance from the Massachusetts Architectural Access Board. Previous variance applications for historic stairs by this firm have been conditionally approved by the MAAB and did not require elevator access to the balcony since reasonable accommodations could be made on the main floor of the Hall. Simple modifications can be made to the stairs to make it acceptable to the MAAB.

The 1980's cmu stair enclosure, cmu elevator enclosure and elevator (serviceable but does not meet current code standards) do not contribute to the historic fabric and can be removed and/or altered for future reuse of the space. However, they cannot be removed without alternative life safety provisions being made. Otherwise the floors serviced become uninhabitable.

### Balcony/Gallery

The balcony served an important viewing angle during meetings, performances, dances and graduations at the second floor Hall. The balcony was used by young as well as old as evidenced by the cutting (tagging) of initials, names, dates and romantic carvings on the top rail. The balcony came into disuse by the public from the 1950's onward with the subsequent infilling of the Hall with offices. It is assumed that during the 1950's the original wood 3-tier seating (Typically folding chairs were used) platform across the entire balcony and a section of the historic balcony rail was removed to gain access during construction. Sometime between 1950 and the 1980's walls with access doors were built to create two flanking storage rooms and to secure the exposed ceiling area of the second floor town office below. These secured areas were first used for storage of civil defense equipment as well as court and town clerk records. Later it was used by the Police Department for record and storage of equipment

The missing section of balcony railing is a life safety hazard. It needs to be replaced. Since it is historically significant, the missing railing needs to be replicated matching the original railing that remains. This is necessary, if the office infill of the second floor hall and non-contributing balcony partition walls and doors are removed.

If the Hall is to returned to its former spatial qualities the 3-tier balcony seating platform should be replicated in size and dimensions. As discussed previously, the public use of the balcony will require a variance from the MAAB. This has previously been conditionally granted and did not require elevator when reasonable accommodations are made on the main floor of the Hall and the main floor of the Hall is made accessible by both a compliant stair and elevator. As with all variance applications, this does not guarantee that it will be granted by the Board only that it is likely.

### Clock and Bell Tower

The clock and bell tower is the highest, most visible and iconic symbol of the Town. Originally the belfry contained a bell that announced the time and served residents during a period when many did not own timepieces. The clock, 138 years later, still serves to tell the Town the time.

The clock is a striking tower clock (Fig. 9) driving hands on three faces and at one time struck the hours. It was manufactured by the E. Howard & Company of Boston, Massachusetts. The bell disappeared in the mid 20<sup>th</sup> century and has never been found or replaced.

The clock access ladder that extends to the belfry hatch, clock mechanism, clock room wood flooring, framing and entrance door and hardware to the pendulum room below are all original to the building when constructed in 1881. This is evidenced by the saw marks on the wood, nails, the type and date of the manufacturer's hardware and clock purchase records. The paneled bead board used for the clock enclosure and the paneled door hardware is consistent with late 19<sup>th</sup> century usage and was likely installed after the clock was in place to limit access. The entire clock mechanism and rooms are historic and need to be retained, maintained and restored as necessary.



Fig. 9: Howard tower clock mechanism

### **Civil**

The land associated with the OTH is indeterminate. The Town does not currently have a surveyed plan of the OTH property locating the building within the property lines, the location of the property line (if any) between the OTH and the fire station, location of site equipment, underground fuel tanks, and utility lines in the street or within the property lines. A surveyed plan of the building and property and likely clarification on the deed will be necessary for any development and/or reuse of the property.

### **Structural**

MacLeod Consulting, Inc. (MCI) made three site visits to assess the existing structural system and general needs for options to rehabilitate the Old Town Hall. On two of those visits existing openings as well as discrete openings in non-historic building materials were made to examine the structure beneath.

The building is a masonry structure founded upon a masonry wall made from rubble below grade and cut stone facing backed up with brick above grade. The floors are framed with wood joists and timber beams. The main roof and those of the cupola and tower spire are finished with slate shingles.

A good portion of the building is in good condition – the roof, exterior masonry, and floor joists – all meet International Existing Building Code (IEBC) requirements for reuse as an assembly building. Some parts of the building need strengthening while other parts need remedial work. Below is a summary of MCI's findings. The complete MCI report and associated structural drawings can be found in Appendix B.

Structural improvements and requirements of the Building Code are categorized by risk

based on the use and the number of occupants. The WOTHRC desire was to maximize the number of occupants for future reuse and marketability of the building. The uses desired by the WOTHRC were for assembly purposes (restaurants, nightclubs, banquet halls, etc.). This is a change from a business use (Police Station) to an assembly use.

Town assembly buildings usually fall into Risk Group II (300 or less occupants) or III (more than 300 occupants). The proposed uses and schemes are over 300 occupants. This places the building in the Risk Group III occupancy. Risk Group III will require an increase in design loadings over those of Group II as follows: snow, 110%; seismic, 125%, and wind, 108.5%. This will necessitate the following recommended structural improvements:

#### *Requirements for any Reuse of the Building*

- i. Access compatible to a hall restoration would appear to require the removal of the 1983 stair and elevator masonry. The ground floor CMU masonry added in 1983 and laid out for police procedures would not likely be reusable and therefore should be removed. The following are recommend for selective removal:
  - a. Ground Level. Remove CMU partitions added in 1983. Remove partial underpinning and curbs along foundation walls in a rational underpinning replacement program.
  - b. First Floor. Remove non-load-bearing partitions added in previous renovations while retaining original masonry cross walls and historically significant partitions.
  - c. Second Floor. Remove added partitions that infilled former hall.
  - d. Attic Level. Remove added second floor ceiling framing that infilled former hall.
  - e. CMU Removal: Existing stairs. stair shaft, elevator. and elevator shaft walls.

#### *Structural Improvements*

- i. Surveys. The following surveys were flagged as a result of the structural assessment and need to be performed. These requirements are an outcome of the proposed change of use and major improvements required to renovate and restore the building.
  - a. Lateral Load Analysis - As required for Alteration Level III, carry out a lateral load analysis of the building meeting IEBC and Massachusetts Amendment loadings. The building appears proportioned to accommodate lateral loads in general. The tower, however, appears to have a local weakness. Any subsequent design should include a two-stage lateral load analysis of the tower to determine shear and overturning forces in the load path from the spire to the foundation.
  - b. Exterior Masonry Wall Anchors - Carry out a survey using nondestructive testing (NDT) to look for the presence of, evaluate adequacy of and make recommendations for improvements of any existing iron anchors tying the framing to the masonry at floor and roof levels.
- ii. Exterior Wall Underpinning. Conventional stability design of foundations considers retaining walls pinned at their bases and floor framing levels. In its original construction the foundation bases were buried in the earth below the slab which effectively pinned them. The work in 1983 had the contractor excavate below the bases close to the walls. The effect is to lose soil bearing strength because of the lack of adequate confinement. The curbs in the basement floors are isolated from the slab on grade by cold joints with premolded fillers. As such, they do not

effectively pin the bottoms of the walls against sliding. In those areas where underpinning is shown, it is partial and therefore not fully effective. Remedy the support of exterior walls from the effects of partial underpinning and the disjointed curbs by fully underpinning these walls. This will also improve usable space near the foundation retaining walls.

- iii. Independent Brick Wythes (wythe - a continuous vertical section of masonry one unit in thickness.). The 16" first floor brick walls (3 wythes with a 4" air cavity between the backup brick) need to be effectively interlocked. It is unclear from the 1880 construction specifications how headers would be effectively placed across the cavity. At the exterior first floor walls, add helical ties vertically and horizontally to bond the brick across the four-inch cavity.
- iv. Spread Footings. The original piers were replaced in 1983 with steel columns on concrete spread footings. The capacity of these footings is 42.5 psf which is less than building code office loads of 50 psf and assembly loads of 100 psf. To maintain the present number of footings, replace the footings placed in the 1983 renovation with footings 4'-6" square. Higher soil bearing capacity values determined from a geotechnical assessment would reduce footing sizes.
- v. Framing. The existing joists can accommodate all uses. The beams need additional support or strengthening to meet Code loadings.
  - a. Sister existing beams with LVL's to rely only on existing column locations. Adding columns at the midspan of the beams is not desirable, since it effectively reduces the useable floor space.
  - b. Strengthen the existing wood posts on the first floor by sistering LVL's to the wide face to rely only on the existing column locations. This is a requirement for item a. above.
  - c. Restore beam and joist framing at the removed 1983 stair and elevator shafts by adding back beams built up with LVL's and adding LVL sister joists over shaft openings.
- vi. Steel Column Caps. Police Station alteration plans show replacement columns at the ground floor. The 1982 drawings show a nonstandard connection with a potential for buckling. Strengthen the 1983 steel column cap by adding shim plates over the supporting column inside the column cap.
- vii. Balcony. The 1983 addition of the second floor office ceiling removed necessary balcony supports and damaged brick pilasters by removing brick and inserting wood ledgers to support the ceiling joists. Remove 2<sup>nd</sup> floor office ceiling while keeping original balcony framing, add replicas of historic brackets in line with each interior supporting brick wall to pick up the railing edge of the balcony, and restore the brick pilasters by rebuilding at ledger slots.

## **Mechanical**

In January of 2019, MacRitchie Engineering, Inc. (MEI) assessed the existing heating, ventilating and air conditioning (HVAC) system equipment at the Old Town Hall. This was a limited mechanical review in order to determine the viability or reusing the existing equipment and distribution system. Essentially they state, "We see no scenario that would incorporate any of the existing air conditioning equipment." Below is a summary of their findings. The complete MEI report can be found in the Appendix.

- i. The existing heating equipment and systems are limited and inadequate for the specifics of future building renovations / reuse and the occupants it will serve.
  - a. The building is heated by an oil-fired, cast iron, hot water boiler. Terminal

- heating is a mixture of baseboard radiation and cabinet unit heaters. It appears multiple generations of cabinet heaters have been added due either to piecemeal renovation, heating deficiencies, or a combination of the two.
- ii. The six split-system air conditioning systems serving the first and ground floors, and any unit air conditioners serving the second floor should not be considered for reuse. A new HVAC system should be designed and provided for the future specific building spaces and their occupants.
    - a. This split system is an air-conditioning system that uses refrigerant as the heat exchange fluid and has an evaporator, compressor, and condenser as separate components. These are typically combined into a single piece of equipment called a condensing unit.
    - b. Two studies by the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE), put the “mean useful life” of air-cooled condensing units at eighteen (18) years. With the exception of perhaps two or three of the six condensing units, the condensing units are past their expected economic life. With the high cost of replacement refrigerant and parts (if available), and the relative inefficiency of these older units, the re-use of any of this equipment in any major renovation should not be considered.
  - iii. Depending on the future reuse of the building the standby electrical generator could be reused. A standby generator is not an emergency generator.
    - a. A standby generator, powers electrical systems in a building so the building can operate, (at some level) if power is lost. An emergency generator (same piece of equipment) is connected to life safety systems (fire pump, smoke control, emergency egress lights, etc.)

## **Electrical**

An electrical and data systems review was not part of this scope of services. It was observed that the systems are a mix from different time periods and most need to be replaced with more modern systems. Sheathed communication cables run exposed along walls and between floors and archaic mercury thermostats control heat on others. The systems served the specific needs of a police station. They will not be useable for any future use of the building. The electrical and communication systems should not be reused and a newly designed systems be installed when future use is determined.

Conditions and systems in a report of the Old Town Hall (Police Station at the time) by CDR Maguire in 2013 have not changed and stated the following:

“The main electrical service enters the building via an overhead service at the south side of the building. The standby gas-fired generator is located on the southeast corner of the building. Lighting consists of fluorescent light fixtures installed throughout the building. Most switching is via toggle switch with some occupancy sensor upgrades. Rooms are single switched with no reduction capability. Most fixtures are lamped with T -8 lamps. Original wiring is concealed in the walls. Newer circuitry has been added using surface-mounted raceways similar to wire mold. Emergency lighting is provided by battery-type fixtures and heads. Exit signs are battery-powered LED fixtures. Egress lighting on the exterior walls is provided. The IT room is located on the second floor with a new electrical panel to support the room located in the elevator lobby on the second floor. The fire alarm system has a fire alarm panel located in the booking area electric closet. Pull stations, detection and notification devices are installed throughout the building.”

## **Fire Suppression System**

There is no automatic fire suppression system in the building.

## **Fuel Oil Tank**

The 6000 gallon above ground tank used for dispensing diesel fuel and serving the Town's Fire station is located adjacent to the northeast corner of the Old Town Hall. Based on the manufacturer's label on the tank and manufacturer's specifications, the tank is a protected tank. The state's building code and its associated reference codes limit the distance a building (5'), property line (15') and public way (5') can be from this protected 6000 gallon tank. This is a limiting factor in the development of the property and future location of the property lines (See comments under Civil above). It is recommended that consideration be given to relocate the tank and dispensing equipment to increase the marketability of the property.

## **Accessibility**

Repairs and renovations to the Old Town Hall will trigger the Massachusetts Architectural Access Board (MAAB) Rules and Regulations, 521 CMR code requirement for complete accessibility of the building for the disabled. Even the work to be done under the *Essential Repairs* will trigger complete compliance. Before the designer prepares construction documents and before any work begins, a variance application should be made to the MAAB. Given the age and historical significance of the building, It is likely that some existing historic features, such as the grand staircase to the Meeting Hall and Balcony, will be conditionally allowed by variance to remain with only modifications to the outer handrail and nose of the stair tread. This assumes that another compliant accessible staircase and elevator are to be built at the same time. However, all new work will be required to comply.

Below is a synopsis of pertinent information and triggers that require varying levels of compliance.

1. Full and fair cash value of the Old Town Hall building (land is not included) based on the 2019 assessment from the Town of Walpole's Assessors Department is \$450,100. This is a decrease of \$626,600 from the \$1,076,700 2018 assessment.
2. Historic Buildings: An historic *building* or *facility* that is listed or is eligible for listing in the National or State Register of Historic Places or is designated as historic under appropriate state or local laws may be granted a *variance* by the *Board* to allow alternate accessibility. If a variance is requested on the basis of historical significance, then consultation with the Massachusetts Historical Commission is required in order to determine whether a building or facility is eligible for listing or listed in the National or State Register of Historic Places. The Massachusetts Historical Commission may request a copy of the proposed variance request and supporting documentation to substantiate the variance request and its effect on historic resources. A written statement from the Massachusetts Historical Commission is required with the application for variance.
3. Work performed is less than 30% of the full and fair cash value of the building (land is not included) and less than \$100,000 then the work being performed must comply.
4. If the work costs more than \$100,000 then the work being performed must comply and an accessible public entrance shall also be provided, accessible toilets and drinking fountain (if provided/required).

Exception: Unless the cost exceeds \$500,000, does not involve the alteration of any elements or spaces required to be accessible and limited solely to - General maintenance; abatement of hazardous materials; roof repair/replacement; window repair or replacement; repointing and masonry repair work; electrical mechanical, or plumbing systems.

5. If the work performed, including the exempted work, amounts to 30% (\$135,030) or more of the full and fair cash value of the Town Hall (\$450,100) the entire building is required to comply with 521 CMR.
6. Work Performed Over Time. When the work performed on a *building* is divided into separate phases or projects or is under separate *building* permits, the total cost of such work in any 36 month period shall be added together in applying 2 through 4 above.

### **Hazardous Materials**

A survey and assessment of potentially hazardous materials in the building was not part of this scope of services performed. Hazardous materials concealed by existing finishes or not capable of investigation by reasonable visual observation are beyond this scope and responsibility. A hazardous materials assessment report and subsequent legal removal of hazardous materials is required before any demolition work occurs.

During the architectural assessment the following potential hazardous materials and locations were noted.

1. The building is over 137 years old and it is assumed that lead paint was used and is present on the exterior and interior painted components of the building.
2. It was noted that 8"x8" floor tiles (Fig. 10) were visible at the several locations at the second floor. These tiles were likely installed between 1920 and 1960 and 8"x8" floor tile installed during this period may contain asbestos. It is likely the tiles contain asbestos. These locations are at the two single user bathrooms and the corridors leading to them from the stair hall.
3. Black adhesive to glue ceiling tiles to the historic plaster ceilings was observed in the two corridors leading to both single user bathrooms on the second floor. This type of adhesive may contain asbestos and/or possibly PCB's (Polychlorinated biphenyl).



Fig. 10: Potential asbestos floor tile

# Appendices



# Appendix A

## References

- List of References

## List of References

J. Williams Beal, "Walpole Town-Hall – Specifications – J. Williams Beal, Architect, Boston", 1881. Specifications for the building of the Walpole Town Hall.

J. Lawrence, Berry. "Proposed Additions to Town Hall, - Walpole – Massachusetts, J. Lawrence Berry Architect", 1901, Blueprints of proposed Basement, First Floor and Second Floor Plans, and Rear, Side, Stone Street Side Elevations.

CDR Maguire, Inc. "Section 6 – Building Analysis, Police Station" in *Town of Walpole, Massachusetts, Municipal Facilities Master Planning Study - Final Report* (Pages 24-28), 2013.

Commonwealth of Massachusetts, "Preservation Restriction Agreement between the Commonwealth of Massachusetts by and through the Massachusetts Historical Commission and the Town of Walpole", 2000.

Massachusetts Historical Commission, Massachusetts Cultural Resources Information System (MACRIS). WLP.65, Walpole Town Hall. Inventory of Assets of the Commonwealth and National Register of Historic Places nominations for Massachusetts.

Town of Walpole, Assessor Database Records, Property at 980 Main Street: 2019 Appraised Value and Building Permit Record.

# Appendix B

## Reports

- *Essential Repairs + 2<sup>nd</sup> Flr Hall Selective Demo Probable Cost Summary*, Mark Almeda Architects, PC, March 6, 2019
- *Schemes 1 & 2 Conceptual Design Probable Cost Summary*, Mark Almeda Architects, PC, March 6, 2019
- *Walpole Old Town Hall Structural Condition*, MacLeod Consulting, Inc., January 28, 2019.
- *Air Conditioning Study - Old Town Hall*, MacRitchie Engineering, Inc., January 16, 2019.

# Walpole Old Town Hall Reuse Study

## Essential Repairs + 2nd Flr Hall Selective Demo Probable Cost Summary

Description	Cost (\$)¹
<b>General Requirements</b>	<b>56,040</b>
Crane/Scaffolding/Police Detail for Exterior Repairs	
<b>Demolition</b>	<b>42,020</b>
Ground + First Floor Ceilings for Beam and Column Reinforcement	
Second Floor and Balcony - Partition Walls + Office Ceilings	
Second Floor Flooring Materials	
Exterior Aerial Antennas	
Suspect Asbestos Material Removal	
<b>Interior</b>	<b>21,000</b>
Extend Stair Handrails 1st, 2nd + Balcony	
Fire stopping (Allowance)	
Add Replica Missing Historic Balcony Handrail (Safety)	
Temporary Lighting for 2nd Floor Hall	
<b>Exterior Envelope</b>	<b>266,471</b>
Brick and Sandstone Masonry Repairs	
Repair Slate Roof, Flashing, Caulking, Gutters, + Downspouts	
Belfry Wood Trim Repairs	
Repair/Reglaze Wood Windows	
Prep, Prime and Paint Belfry, Ventilator + Exterior of Wood Windows	
Bird Control at Belfry	
<b>Structural Improvements: Use Change; Risk Group III</b>	<b>269,036</b>
Seismic Ties: Roof to Brick Wall + 2nd Floor Joists to Brick Wall	
Helical Masonry Ties for Exterior Walls at 1st Floor	
Balcony Brackets to Support Balcony Overhang	
Demo for + exterior wall underpinning	
Add LVL's to Existing 2nd/1st Floor Beams Supporting 2nd Flr. Hall	
Add LVL's to Existing Wood Posts (Ground + First floor)	
Lateral Loads: Steel Frame for Tower Lateral Loads	
Steel Column Caps: Ground Floor Col. Reinforcement + Fire Watch	
<b>Total Direct Construction Cost</b>	<b>\$654,567</b>
<b>Total Indirect Construction Cost</b> <sup>2+3</sup>	<b>\$284,416</b>
<b>Total Construction Cost</b>	<b>\$938,983</b>
<b>Total Non-Construction: A+E, Civil, ESA. Lightning Protection</b>	<b>\$138,678</b>
<b>TOTAL PROJECT COST</b>	<b>\$1,077,662</b>

### Notes

- 1 The estimate is based on prevailing wage rates and three separate contracts.
- 2 Indirect Construction costs include: General Requirements, Bonds, Insurance, Permits,  
Design Contingency is an allowance for future design modifications/additions, which alter the cost of the repairs as the design progresses. This percentage decreases as the design progresses. 15% has been included for this level of estimating.  
Construction Contingency is an allowance for scope/design modifications made by the owner during construction, hidden conditions and allows for unforeseen circumstances.
- 3 This estimate excludes the following:  
Removal of existing furniture and equipment, New Furniture and equipment,  
Owners project manager, Clerk of the works + TelCom Systems in building

# Walpole Old Town Hall Reuse Study

## Schemes 1 & 2: Conceptual Design Probable Cost Summary

Description	Cost (\$) <sup>1</sup>	
	Scheme 1	Scheme 2
01 General Requirements	98,819	103,769
02 Site + Utilities	119,183	174,786
03 Selective Demolition	117,087	129,940
04 Interior	574,780	586,202
05 Exterior Envelope	335,746	335,871
06 Mechanical (Heating Ventilating and Air Conditioning)	1,163,200	1,163,200
07 Electrical	543,600	573,600
08 Plumbing	42,000	40,000
09 Fire Protection	162,908	162,908
10 Equipment (Not included)	0	0
11 Furnishings (Not included)	0	0
12 Addition - Stair, Elevator, Toilets	0	1,314,147
13 Structural Improvements: Use Change; Risk Group III	269,036	263,516
<b>Total Direct Construction Cost</b>	<b>\$3,426,358</b>	<b>\$4,847,938</b>
	<b>Cost (\$)</b>	
	<b>Scheme 1</b>	<b>Scheme 2</b>
<b>Total Indirect Construction Cost<sup>2+3</sup></b>	<b>\$1,488,787</b>	<b>\$2,106,477</b>
<b>Total Construction Cost</b>	<b>\$4,915,146</b>	<b>\$6,954,415</b>
<b>Total Non-Construction: A+E, Civil, ESA, Lightning Protection</b>	<b>\$615,817</b>	<b>\$860,530</b>
<b>TOTAL PROJECT COST</b>	<b>\$5,530,963</b>	<b>\$7,814,945</b>

### Notes

- 1 The estimate is based on prevailing wage rates and three separate contracts.
- 2 Indirect Construction costs include: General Requirements, Bonds, Insurance, Permits, Design Contingency is an allowance for future design modifications/additions, which alter the cost of the repairs as the design progresses. This percentage decreases as the design progresses. 15% has been included for this level of estimating.  
  
Construction Contingency is an allowance for scope/design modifications made by the owner during construction, hidden conditions and allows for unforeseen circumstances.
- 3 This estimate excludes the following:  
Removal of existing furniture and equipment  
Furniture and equipment  
Owners project manager  
Clerk of the Works  
TelCom Systems in building

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January 28, 2019

Mr. Mark Almeda  
Mark Almeda Architects, P.C.  
1281 Washington Street  
Walpole, MA 02081

Re: Walpole Old Town Hall Structural Condition  
Structural Engineering Services

Dear Mark:

At your request, I have evaluated the structural condition and general needs for options to rehabilitate the Old Town Hall in Walpole, Massachusetts.

## **PROGRAM**

The Old Town Hall built between 1880 to 1881 and last used as the Town's police station. It is listed on the National Register of Historic Places. The Police Department has moved to a new location. The Town is considering options for rehabilitating this building. The intent of this report is to identify structural liabilities requiring remediation along with work need to rehabilitate this building for continued use. One main objective is to determine what walls and framing are structural versus non-structural. Attached to this report are structural drawings illustrating those components that are structural. These drawings are intended for conceptual purposes only. Actual work by contractors will require demolition and construction working drawings.

## **EXISTING BUILDING**

We were provided a transcript of original building specifications; several drawings by J. Lawrence Berry, an architect, for an unbuilt proposed addition and renovation; and a set of construction documents prepared by Philip S. Winsor (PSW), an architect, dated September 1982 for the renovations carried out for reusing the building as the Town's police station.

This masonry structure is founded upon a masonry wall made from rubble below grade and cut stone facing backed up with brick above grade. The exterior 16-inch masonry walls include a four-inch air cavity. The second-floor exterior walls are 12-inch solid brick walls. The tower is supported with 12-inch brick walls. The floors are framed with wood joists and timber beams. The main roof and those of the cupola and tower spire are finished with slate shingles.

Alterations in 1982 for the police station included lowering the basement floor, removing exterior fire escapes, adding an interior elevator and stairwell, new interior partitions, and rebuilding the exterior rear wall. These alterations followed an earlier alteration where the balcony was abandoned and a ceiling added at the balcony level for offices in the Assembly Hall.

## **STRUCTURAL SYSTEMS EVALUATION**

Evaluation of the structure is based upon the Massachusetts State Building Code which is based upon the International Building Code 2015 (IBC), the International Existing Building Code 2015 (IEBC), and Massachusetts Amendments. The Code categorizes risk based upon use. Town level assembly buildings usually fall into Risk Group II (300 or less occupants) or III (more than 300 occupants). Risk group II is most common where snow, wind, and earthquake loads have a risk level of 1.0. This assessment assumes Risk Group II is appropriate for this building's rehabilitation.

In rehabilitating this building for reuse, the work scope would likely require the IEBC work area classification of Alteration Level III. This would require a lateral load analysis, an evaluation and possible remediation of roof/floor to wall anchors, and likely an assignment of substantial structural alteration classification as it affects lateral load evaluation.

In planning for a Risk Group III occupancy such as those classified as assembly for 300 or more people (restaurants, nightclubs, banquet halls, etc.), then the design will require an increase in design loadings over those of Group II as follows: snow, 110%; seismic, 125%, and wind, 108.5%.

### **Foundations**

The Code offers presumptive soil bearing capacities of 3000 psf and lateral earth pressure of 60 psf for retaining walls. These assume a gravel-sand type soil. Higher bearing and lower earth pressure values are allowed if determined acceptable by a geotechnical engineer. As the unbalanced earth load is near eight feet high and the rubble is unlikely to resist hydrostatic earth pressures, the active pressure of 30 psf is more appropriate if confirmed by a geotechnical engineer's investigation.

### ***Exterior walls***

Conventional stability design of foundations considers retaining walls pinned at their bases and floor framing levels. In its original construction the foundation bases were buried in the earth below the slab which effectively pinned them. The work in 1982 had the contractor excavate below the bases close to the walls. Accepted practice is to not excavate deeper than a line extended from the bottom of the wall down at a slope of 30 degrees (1.732 horizontal to 1.0 vertical (IBC 1809.6.1)). The basement excavation exceeded this rule along nearly all the basement walls. The effect is to lose soil bearing strength because of the lack of adequate confinement. See details on PSW drawings Sheet A14. The curbs in the basement floors are isolated from the slab on grade by cold joints with premolded fillers. As such, they do not effectively pin the bottoms of the walls against sliding. In those areas where underpinning is shown, it is partial and therefore not fully effective.

### ***Spread footings***

The original piers were replaced in 1982 with steel columns on concrete spread footings 2'-6" by 4'-0", an area of 10 sf. Using the presumptive bearing of 3,000 psf, this figures to a total footing load of 30,000 lbs. The tributary floor area is about 15 by 16 feet for two floors totaling to 480 sf. The floor capacity averages to 62.5 psf. Allowing 20 psf for dead load figures to 42.5 psf which is less than building code office loads of 50 psf and assembly loads of 100 psf.

**Masonry*****Basement***

Stone ashlar foundation and rubble walls are 21 inches thick exceeding minimum of IBC of 16 inches. The 21-inch wall is adequate to carry the active earth pressure of 30 psf.

***First floor***

The first-floor exterior walls are 16 inches thick comprised of four-inch face brick, four-inch backup brick, four-inch air cavity, and a four-inch backup brick. The first-story wall satisfies the IEBC height to thickness ratio (h/t) of 20. The original specifications required that the 4-inch cavity be bridged with vertical webs spaced no more than 3'-0" apart. They also required the wythes be joined with headers at every ninth course, How headers would be effectively placed across the cavity is not clear.

***Second floor***

The 12-inch thick second-floor exterior wall is one layer of face brick and two layers of backup brick. The second-story wall satisfies the h/t of 20 between piers. The pier satisfies the h/t of 14.

***Tower***

The 12-inch brick walls in the tower serve to support the spire gravity and lateral loads. The amount of brick present is enough to resist overturning wind loads.

Iron beams at the roof level transfer the 12-inch tower walls to internal 12-inch brick walls. The offset distance is about 2.67 feet. The transfer of gravity loads is adequate. The transfer of lateral loads is problematic as the beams supporting the loads are not adequately restrained nor are the lateral loads on the south side of the tower transferred to shear walls below.

***Concrete masonry units (CMU)***

Unreinforced 8-inch CMU is shown on the 1982 drawings for the elevator shaft, stair shaft, and nonbearing partitions on the ground floor. Details do not indicate the presence of reinforcing bars nor joint reinforcing. Portions of the stair and elevator CMU now support floor joists originally supported by timber beams.

**Wood framing*****Beams***

Original specifications called for 10 by 12-inch hard pine beams. A reasonable interpretation is Southern Pine Select Structural Grade having a flexural working stress of 1,500 psi and Modulus of Elasticity of 1,500,000 psi. For the longest span of 17.67 feet, this figures to a total allowable capacity of 51 psf. Allowing 20 psf for dead load, this leaves 31 psf for live loading which is less than 50 psf for office use and 100 psf for assembly use.

***Posts***

The 1982 drawings indicate existing 8 by 8 posts on the first floor at the elevator and stair shaft walls. One of those is actually observed to be a W6x20 steel column. At the next



column line, the 1982 drawings indicate existing 5 by 12 timber columns on the first floor. These are adequate for assembly loading; however, the five inch thickness is on the thin side commonly used for this application.

### ***Joists***

Original specifications call for best quality seasoned Spruce 2 by 12-inch joists spaced at 12 inches for floor framing. Assuming Spruce-Pine-Fir Select Structural Grade, this figures for joists spanning 17.5 feet to have a total load capacity of 156 psf. This allows 136 psf for live loading well above 100 psf assembly loading.

### ***Balcony (attic floor)***

The original building had a balcony that once overlooked the second floor, an assembly area. At some time before the 1982 renovation, a ceiling (sometimes called the attic) was added over the hall at the balcony level. Most of the original balcony is intact. This ceiling is supported along the perimeter by a ledger fastened to the exterior wall. The brick pilasters were slotted to allow passage of the ledgers. The ceiling derives additional support from infill partitions on the second floor. These partitions providing support are the corridor walls. A portion of the balcony about three feet wide along the railing is now supported on the infill partitions. At one time, this strip was likely supported on brackets in line with the supporting 12-inch brick walls.

### ***Rafters***

Original specifications call for best quality seasoned Spruce 2 by 7-inch rafters spaced at 30 inches. By inspection these are adequate.

### ***Purlins***

Original specifications call for hard pine 8 by 10-inch purlins. By inspection these are adequate.

### ***Plate***

Original specifications call for Spruce 4 by 8-inch sill plate on top of the masonry walls.

### ***Hips and valley rafters***

Original specifications call for 3 by 10-inch hip and valley rafters, assumed Spruce.

### ***Trusses***

Original specifications call for best quality seasoned Hard Pine. Chords measured 8 by 11-inches. The center of the truss includes a vertical tension rod. By inspection these are adequate.

### ***Cupola***

The cupola appears supported by four 6 by 6-inch posts bearing on 8 by 8 sleepers spanning over two trusses. This appears stable.

***Tower spire***

Original specifications call for well-seasoned 8-inch square Hard Pine posts. These are supported on 10-inch square timber beams pocketed into the tower brick walls. The posts are braced with Spruce members. The posts are capped with 4 by 8-inch plates supporting 2 by 7-inch rafters.

**Steel columns**

Police station alteration plans show replacement columns in the ground story to be W6x20. For the span, these can support 87,500 pounds well above assembly loading for both floors. The 1982 drawings show the column cap made from a 12-inch length of W6x20 laying horizontal on the tips of the flanges. This is a nonstandard connection with a potential for buckling. As previously mentioned, the 8 by 8 columns at the stair and elevator shafts were replaced with W6x20 steel columns.

**Summary Evaluation**

A good portion of the building is in good condition – the roof, the exterior masonry, the floor joists – all meet IEBC requirements for reuse as an assembly building. Some parts of the building need strengthening while other parts need remedial work. The timber beams can be simply sistered to attain user Code loadings. The steel column caps can be shimmed to remove local instabilities. The exterior walls should be underpinned to remove deficient soil bearing conditions. The undersized spread footings can be replaced with larger ones.

Further investigations for a schematic design phase can look for existing floor to wall ties to satisfy Code mandatory wall anchorage needs or require new ones to be installed. A lateral load analysis is needed to determine how to carry loads down into the building.

**DESIGN RECOMMENDATIONS**

As this is a historically listed building, the following recommendations assume any rehabilitation program will include a restoration component of significant interior and exterior building fabric. This would assume that restoration of the hall would be a part of that program. Access requirements would also be part of the program leading to elevator and stair access fitting the restoration component. Access compatible to a hall restoration would appear to require the removal of the 1982 stair and elevator masonry. The ground floor CMU masonry added in 1982 and laid out for police procedures would be unlikely reusable and therefore removed. These are general recommendations. Particular visions for reuse will incur their own needs that need to be incorporated into a design, hence, include program design contingencies at this level of planning.

**Requirements for any reuse*****Demolition***

1. Attic Level. Remove added second floor ceiling framing that infilled former hall.
2. Second Floor. Remove added partitions that infilled former hall.
3. First Floor. Remove non-load-bearing partitions added in previous renovations while retaining original masonry cross walls and historically significant partitions.

4. Ground Level. Remove CMU partitions added in 1982. Remove partial underpinning and curbs along foundation walls in a rational underpinning replacement program.
5. CMU stairs. Remove CMU stair shaft.
6. CMU Elevator. Remove CMU elevator shaft.

#### ***Wall anchors***

Carry out a survey using nondestructive testing (NDT) to look for the presence of iron anchors tying the framing to the masonry at floor and roof levels. The original specifications do indicate some embedded anchors but not clearly on how they were implemented. Do some test cuts to determine the detailing of detected anchors. Evaluate if the existing anchors satisfy the mandatory anchorage requirements of the Code. If not add anchors. Carry a contingency for adding anchors.

#### ***Balcony level***

1. Remove the infilled attic framing while keeping the original balcony framing.
2. Repair the pilasters by rebuilding at ledger slots.
3. Add brackets in line with each interior supporting brick wall to pick up the railing edge of the balcony.

#### ***Exterior wall underpinning.***

Remedy the support of exterior walls from the effects of partial underpinning and the disjointed curbs by fully underpinning these walls. This will also improve usable space near the foundation retaining walls. Proper underpinning will require excavating below the floor level in short staggered lengths of three feet alternating every third instance. Place concrete completely under the full width of the wall leaving a 2 ½-inch gap at the top and then drypacking the gap several days later. Include temporary bracing to prevent the wall from sliding from earth pressure during underpinning operations.

#### ***Bonding.***

At the exterior first floor walls, add helical ties at every 16 inches vertically spaced 24 inches apart to bond the brick across the four-inch cavity. Insert from the interior from the first to second floors.

#### ***Lateral loads***

As required for Alteration Level III, carry out a lateral load analysis of the building meeting IEBC and Massachusetts Amendment loadings. The building appears proportioned to accommodate lateral loads in general. The tower, however, appears to have a local weakness. Any subsequent design should include a two-stage lateral load analysis of the tower to determine shear and overturning forces in the load path from the spire to the foundation. Expect to add some steel framing at the transfer beam level to distribute horizontal loads to existing shear walls.

Maintain original interior brick cross walls as they provide lateral load resistance. The one aligned to the exterior wall jog and was an entry partition for the former hall could serve to integrate steel framing for the tower to strengthen for lateral load resistance at the transfer beam level.

***Steel column caps***

Strengthen the 1982 steel column cap by adding shim plates over the supporting column inside the column cap.

***Program options***

Floor live loads will depend upon program use. Office use requires 50 psf live load and an allowance for partition loading. Assembly will vary from 60 psf for fixed seating to 100 for open floors. The existing joists can accommodate all uses. The beams need additional support or strengthening to meet Code loadings. Adding columns to cut spans in half will have the effect of quadrupling the strength of timber beams. Adding such columns affects architectural planning.

***Footings***

To maintain the present number of footings, replace the 2'-6" by 4'-0" footings placed in the 1982 renovation with footings 4'-6" square assuming Code presumptive bearing of 3,000 psf. Higher bearing capacity values determined from a geotechnical assessment would reduce footing sizes. Alternatively, add more smaller footings at beam midspans.

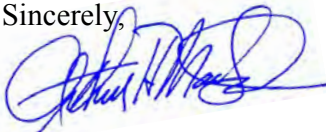
***Remedial framing***

Either add posts to cut timber beam spans in half or sister existing beams with LVL's to rely only on existing column locations.

Strengthen the 5 by 12-inch wood posts on the first floor by sistering LVL's to the wide face to rely only on the existing column locations.

Restore beam and joist framing at present stair and elevator shafts by adding back beams built up with LVL's and adding LVL sister joists over shaft openings.

Sincerely,



Arthur H. MacLeod, P.E., Principal  
MacLeod Consulting, Inc.

Attachments: Floor and Roof Framing Plans and Building Sections

# Air Conditioning Study

## Old Town Hall

---

Walpole, Massachusetts  
January 16, 2019



MEI Job Number 18100

Prepared by:

MacRitchie Engineering, Inc.

197 Quincy Avenue

Braintree, MA 02184

Tel: (781) 848-4464



**MacRITCHIE ENGINEERING INCORPORATED**

197 Quincy Avenue, Braintree, MA 02184  
Tel. (781) 848-4464 Fax (781) 848-2613

**Air Conditioning Study**

**Old Town Hall**

**Walpole, Massachusetts**

January 16, 2019

MEI Project No. 18100

**Background**

Walpole's Old Town Hall is located on the corner of Main Street and Stone Street and is typical of nineteenth century Town and City Halls constructed in Massachusetts about that time.

It is a three-story building with remnants of a fourth-floor balcony that overlooked a third-floor auditorium at one time. Each of the three main floors contains about thirty-four hundred square feet of space with the balcony level adding an additional eight hundred and sixty-five square feet.

A relatively new elevator connects the three main floors, but not the balcony. At some point the building ceased to be the Town Hall and was re-purposed as a police station with all the functions of that type of facility.

The third floor was sub-divided into offices with a new suspended ceiling. The balcony appears to have become storage space.

**HVAC System**

The building is heated by an oil-fired, cast iron, hot water, boiler. Terminal heating is a mixture of base board radiation and cabinet unit heaters. It appears multiple generations of cabinet heaters have been added due either to piece meal renovation, heating deficiencies, or a combination of the two.

There are six (6) "split-system" air conditioning systems that serve the ground and first floor spaces. They appear to range in age from about eight to ten years old for the newest equipment, to over twenty years for the oldest equipment.

The capacity of the six systems ranges from two tons to four tons. Several labels were not readable.

The total capacity of the six systems is about fifteen tons. Some of the outside condensing units had labels that identified the areas served including "Dispatch, Judy, Hall and Detectives."



The one, four-ton condensing unit, which appeared to be one of the newer units was labeled “Detectives.” It appeared to be piped to an interior unit that served both the former detective office areas, plus some adjacent space.

All six of the outside condensing units were reported to be operational last cooling season.

It also appears the systems were installed to provide cooling only. There is no evidence of fresh air being brought to the inside units, nor were heating coils in units observed.

All six systems use refrigerant R-22, which is being phased out for environmental reasons. R-22 (the refrigerant) is still available, but for a premium price. Replacement parts for R-22 equipment may be difficult to find.

All manufacturers of air conditioning equipment have switched from R-22. Most (if not all) use the environmentally-friendly refrigerant 410A which is not as efficient as R-22. Over the last few years, energy codes, including in Massachusetts, have required more efficient equipment.

To meet the new codes, which uses a less efficient refrigerant, manufacturers have increased the size (surface area) of the condenser coils, so the compressors don’t have to work as hard (to increase the refrigerant temperature), saving electricity. This has nearly doubled the physical size of condensing units.

Two studies by the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE), puts the “mean useful life” of air-cooled condensing units at eighteen (18) years. With the exception of perhaps two or three of the six condensing units, the condensing units are past their expected economic life. With the high cost of replacement refrigerant and parts (if available), and the relative inefficiency of these older units, the re-use of any of this equipment in any major renovation should not be considered.

### **Recommendations**

Window units in an office may be an expedient way of providing cooling to a space, but they are noisy, and leaky in winter; if left in the windows.

The balcony has no heating or air conditioning.

Any heating, ventilating, and air conditioning (HVAC) system should be designed for the specifics of the building and the occupants it serves.

Mounted on the ground, next to the condensing units, is a gas fired generator. It appears this is a standby” generator, not an “emergency” generator.

A standby generator, powers electrical systems in a building so the building can operate, (at some level) if power is lost. An emergency generator (same piece of equipment, is connected to life safety systems (fire pump, smoke control, emergency egress lights, etc.).



An emergency electrical system requires two-hour fire separation connecting the emergency electrical panels, automatic transfer switch, and the electrical feeders between them and the generator.

It does not appear the fire separation exists. Consequently, and consistent with several State Police Barracks we have designed, it appears the generator is a standby generator.

Depending on the future use of the building, the generator could be re-used and incorporated into the future needs, if desired.

Any major renovation of the building will likely include major improvements to the building envelope, including insulation, tighter windows seals to reduce air infiltration, etc.

Modern building codes will have more efficient lighting, increased technology, increased ventilation for its occupants, etc. "Natural" ventilation (leakage) is no longer allowed. Mechanical ventilation will be required by code as part of HVAC modernization.

Once the Town decides what to do with the building, recommendations for the HVAC system can follow.

We see no scenario that would incorporate any of the existing air conditioning equipment.





Picture 1: Condensing units next to the gas generator.



Picture 2: Condensing units next to the gas generator.





Picture 3: Five (5) 2 to 3-ton, air-cooled, condensing units of various age, and one (1), 4-ton unit (labeled). New 2 to 3-ton units will be about the physical size, or larger, of the 4-ton unit.



(4-ton condensing unit)

# Appendix C

## Drawings

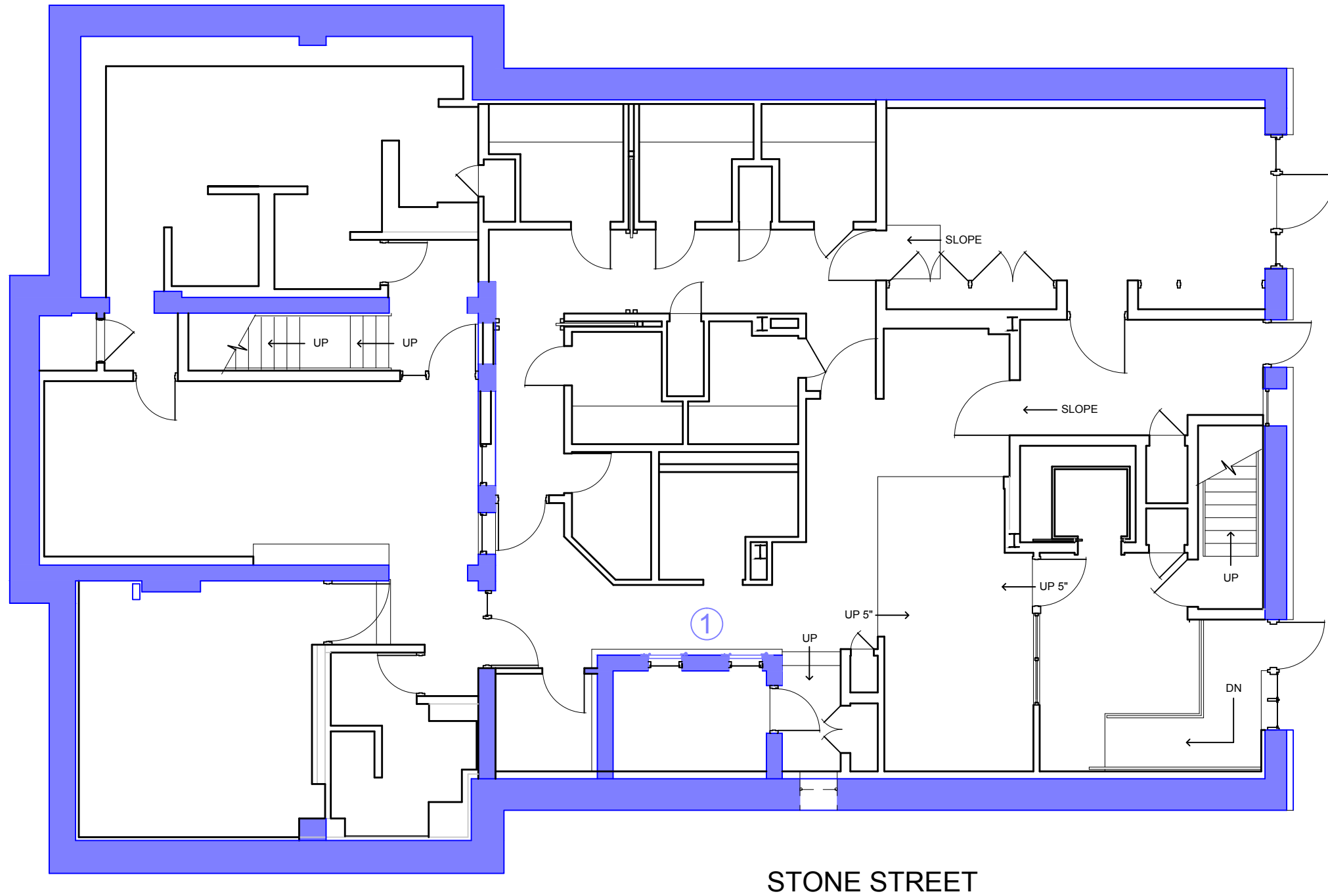
- Historical Evaluation of Building Fabric, Mark Almeda Architects, PC, 12.21.2018
  - HF1.0 Ground Floor Plan
  - HF1.1 First Floor Plan
  - HF1.2 Second Floor Plan
  - HF1.2 Balcony + Clock Floor Plans
- Conceptual Design Scheme 1, Mark Almeda Architects, PC, 02.13.2019
  - Ground Floor Plan
  - First Floor Plan
  - Second Floor Plan
  - Balcony Floor Plan
- Conceptual Design Scheme 2, Mark Almeda Architects, PC, 02.13.2019
  - Site Plan
  - Ground Floor Plan
  - First Floor Plan
  - Second Floor Plan
  - Balcony Floor Plan
- Structural Existing Conditions, MacLeod Consulting, Inc., 01.28.2019.
  - S1.1 Existing Foundation Plan
  - S1.2 Existing First Floor Framing Plan
  - S1.3 Existing Second Floor Framing Plan
  - S1.4 Existing Balcony Framing Plan
  - S1.5 Existing Roof Framing Plan
  - S3.1 Existing Structure Transverse Sections
  - S3.2 Existing Structure Longitudinal Section

1



1ST JAIL CELLS

MAIN STREET



STONE STREET

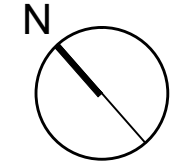
### LEGEND

SYMBOL DESCRIPTION

- SIGNIFICANT + SHOULD BE RETAINED AND RESTORED
- SIGNIFICANT AND CAN BE SENSITIVELY ALTERED
- CONTRIBUTING AND CAN BE MODIFIED
- NON-CONTRIBUTING + CAN BE ALTERED OR REMOVED

GROUND FLOOR PLAN:  
HISTORICAL EVALUATION  
OF BUILDING FABRIC

SCALE: 1/8" = 1'-0"



Mark Almeda Architects, PC

1281 Washington Street  
Walpole, MA 02081  
508.668.6221  
architecture@markalmeda.com




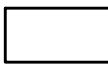
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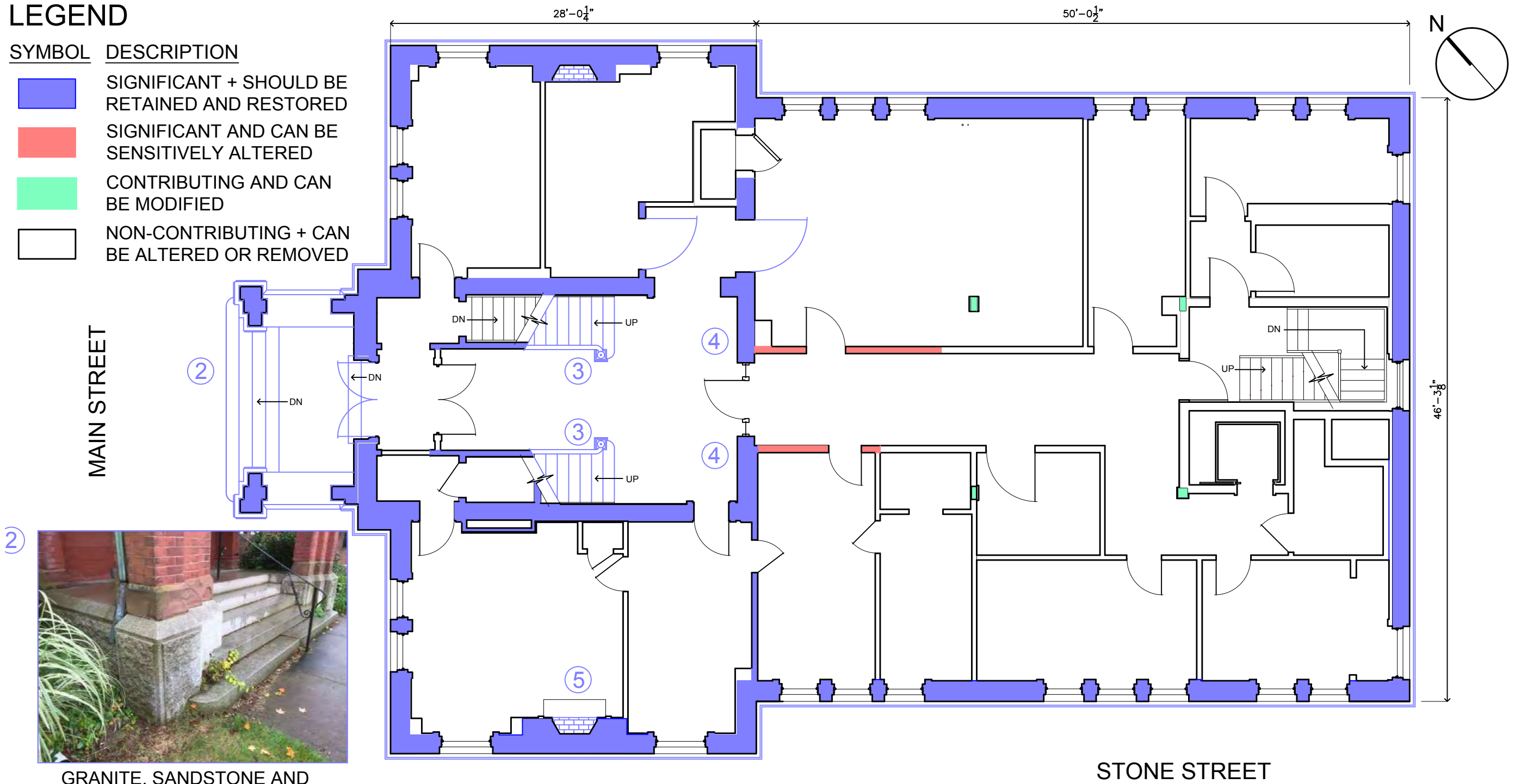
21 DECEMBER 2018

## 1881 Walpole Town House

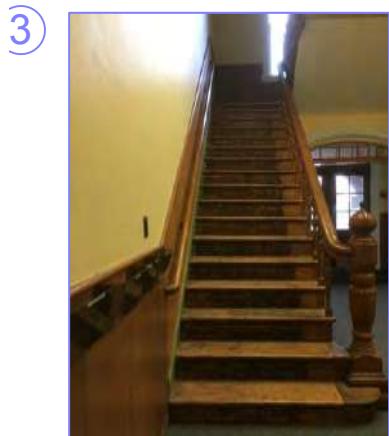
980 Main Street Walpole, Massachusetts

# LEGEND

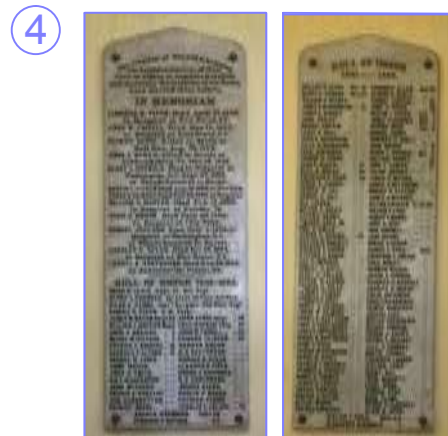
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	SIGNIFICANT AND CAN BE SENSITIVELY ALTERED
	CONTRIBUTING AND CAN BE MODIFIED
	NON-CONTRIBUTING + CAN BE ALTERED OR REMOVED



GRANITE, SANDSTONE AND BRICK ENTRANCE PORTICO



1881 STAIRS + RAILS



MEMORIAL TABLETS



1881 LIBRARY BRICK FIREPLACE

STONE STREET

FIRST FLOOR PLAN:  
HISTORICAL EVALUATION  
OF BUILDING FABRIC

SCALE: 1/8" = 1'-0"

Mark Almeda Architects, PC



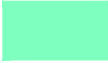
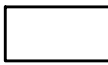
1281 Washington Street  
Walpole, MA 02081  
508.668.6221  
architecture@markalmeda.com

HF1.1

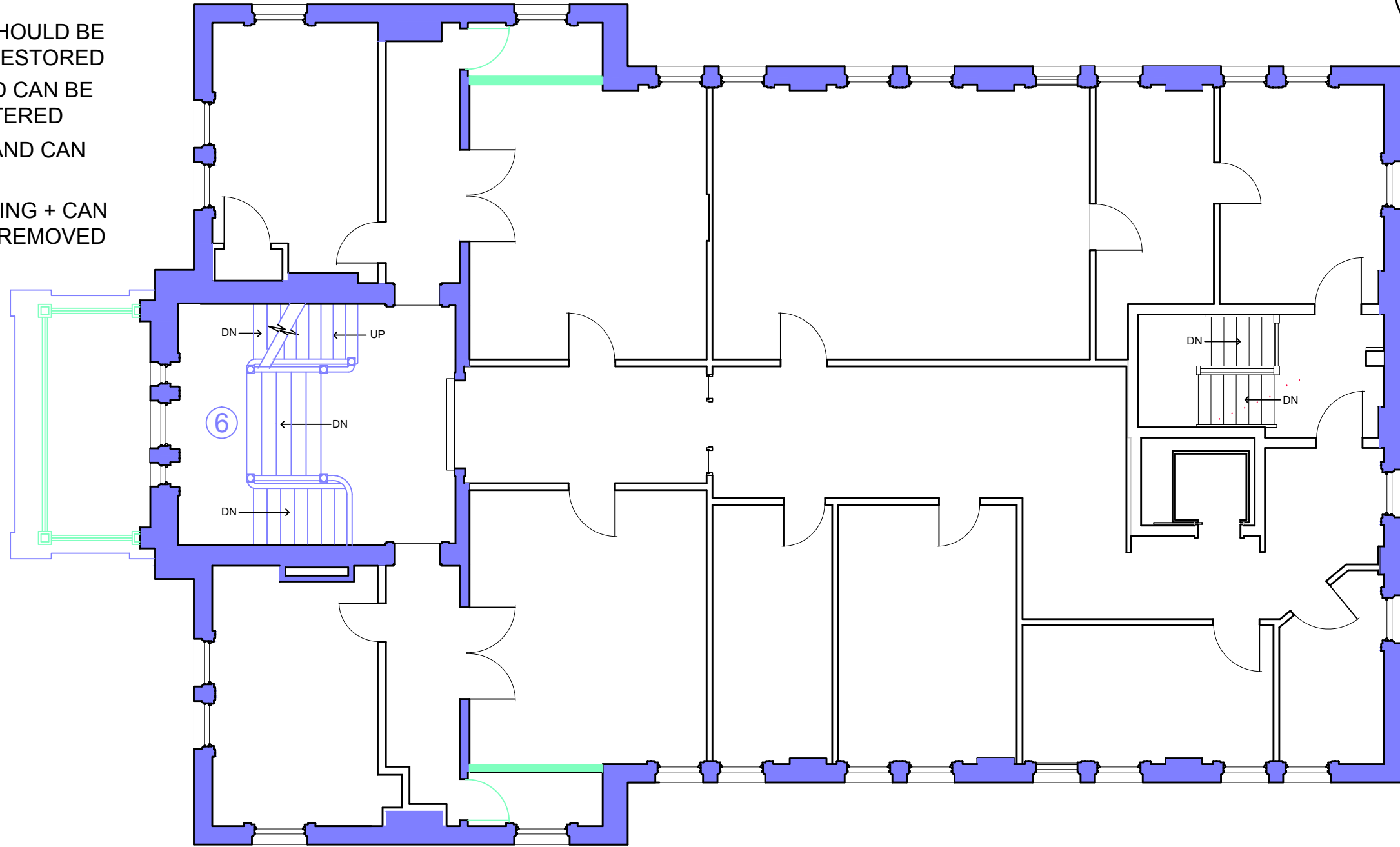
21 DECEMBER 2018

1881 Walpole Town House  
980 Main Street Walpole, Massachusetts

# LEGEND

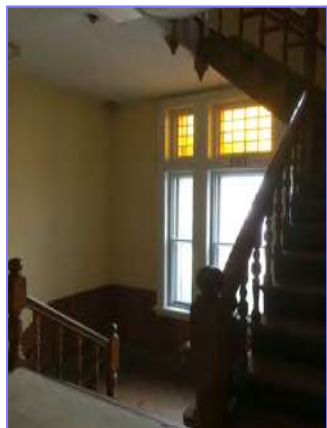
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	SIGNIFICANT AND CAN BE SENSITIVELY ALTERED
	CONTRIBUTING AND CAN BE MODIFIED
	NON-CONTRIBUTING + CAN BE ALTERED OR REMOVED

MAIN STREET



STONE STREET

6



1881 STAIRS TO HALL + BALCONY

SECOND FLOOR PLAN:  
HISTORICAL EVALUATION  
OF BUILDING FABRIC

SCALE: 1/8" = 1'-0"

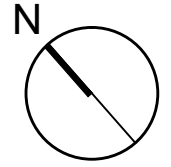
Mark Almeda Architects, PC

1281 Washington Street  
Walpole, MA 02081  
508.668.6221  
architecture@markalmeda.com



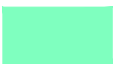
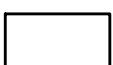
1881 Walpole Town House  
980 Main Street Walpole, Massachusetts

HF1.2

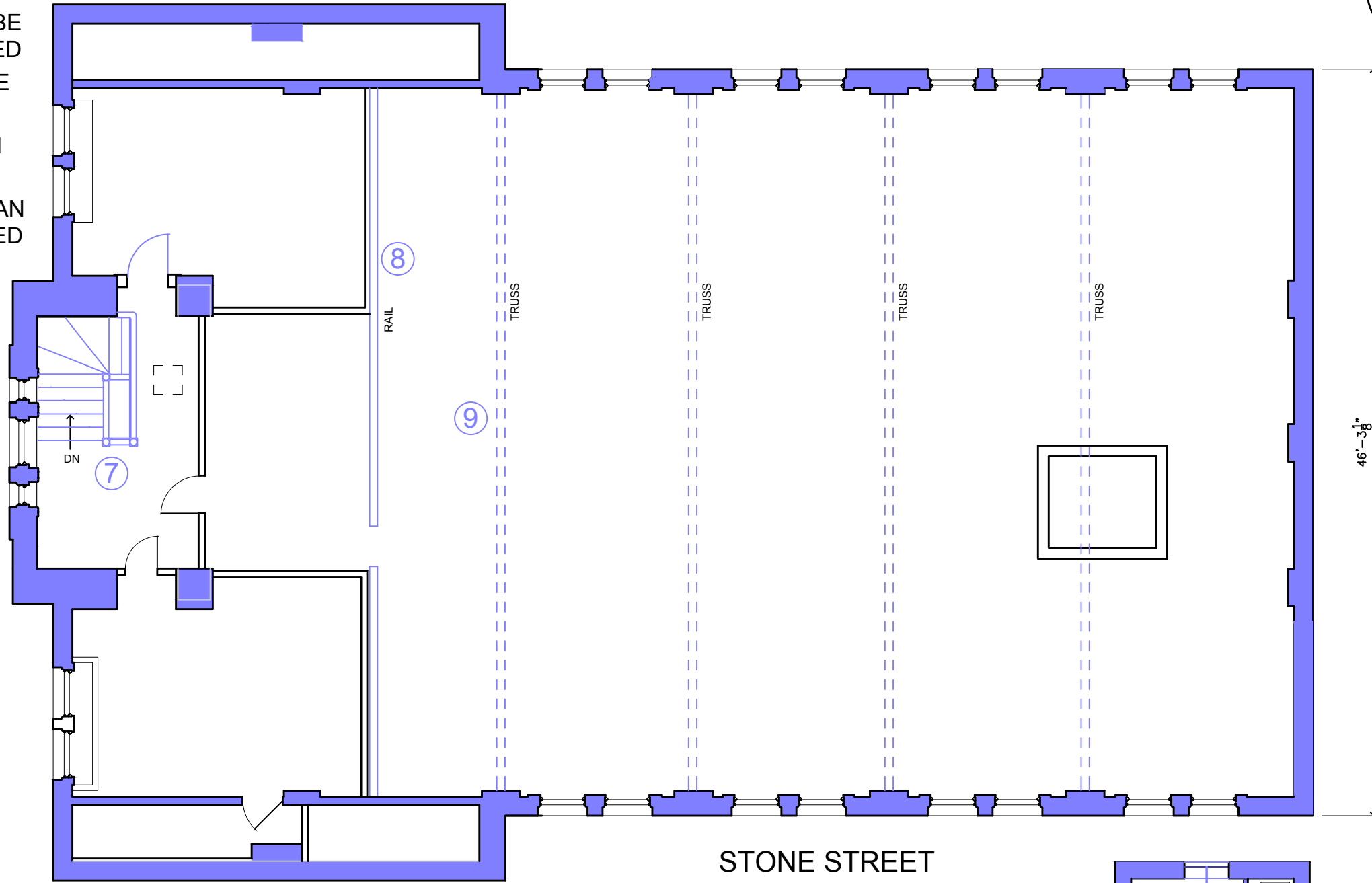
21 DECEMBER 2018



# LEGEND

SYMBOL	DESCRIPTION
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	SIGNIFICANT AND CAN BE SENSITIVELY ALTERED
	CONTRIBUTING AND CAN BE MODIFIED
	NON-CONTRIBUTING + CAN BE ALTERED OR REMOVED

MAIN STREET



7



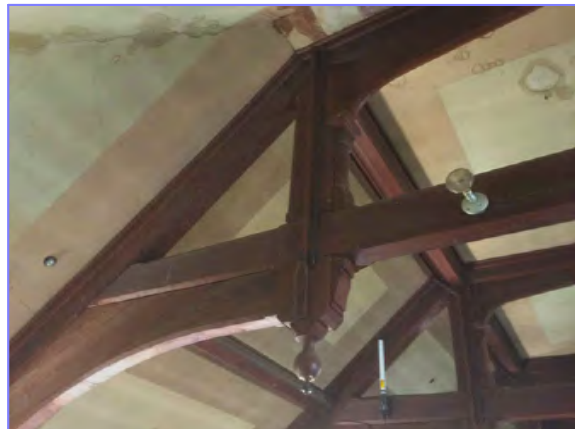
181 BALCONY STAIRS + RAILS

8



BALCONY RAIL TAGS

9



MEETING HALL CEILING TRUSSES

10

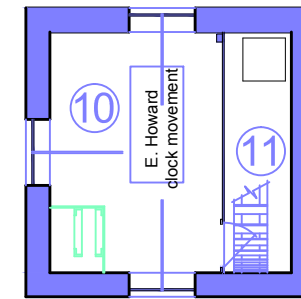


19TH C. CLOCK MECH.

11

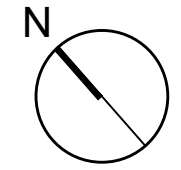


CLOCK/TOWER LADDER



Clock Room

BALCONY + CLOCK FLOOR PLAN:  
HISTORICAL EVALUATION OF  
BUILDING FABRIC SCALE: 1/8" = 1'-0"



46'-3 3/8"

Mark Almeda Architects, PC

1281 Washington Street  
Walpole, MA 02081  
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architecture@markalmeda.com

HF1.3

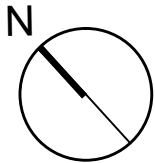
21 DECEMBER 2018

1881 Walpole Town House

980 Main Street Walpole, Massachusetts

# CONCEPTUAL DESIGN - SCHEME 1

## GROUND FLOOR PLAN



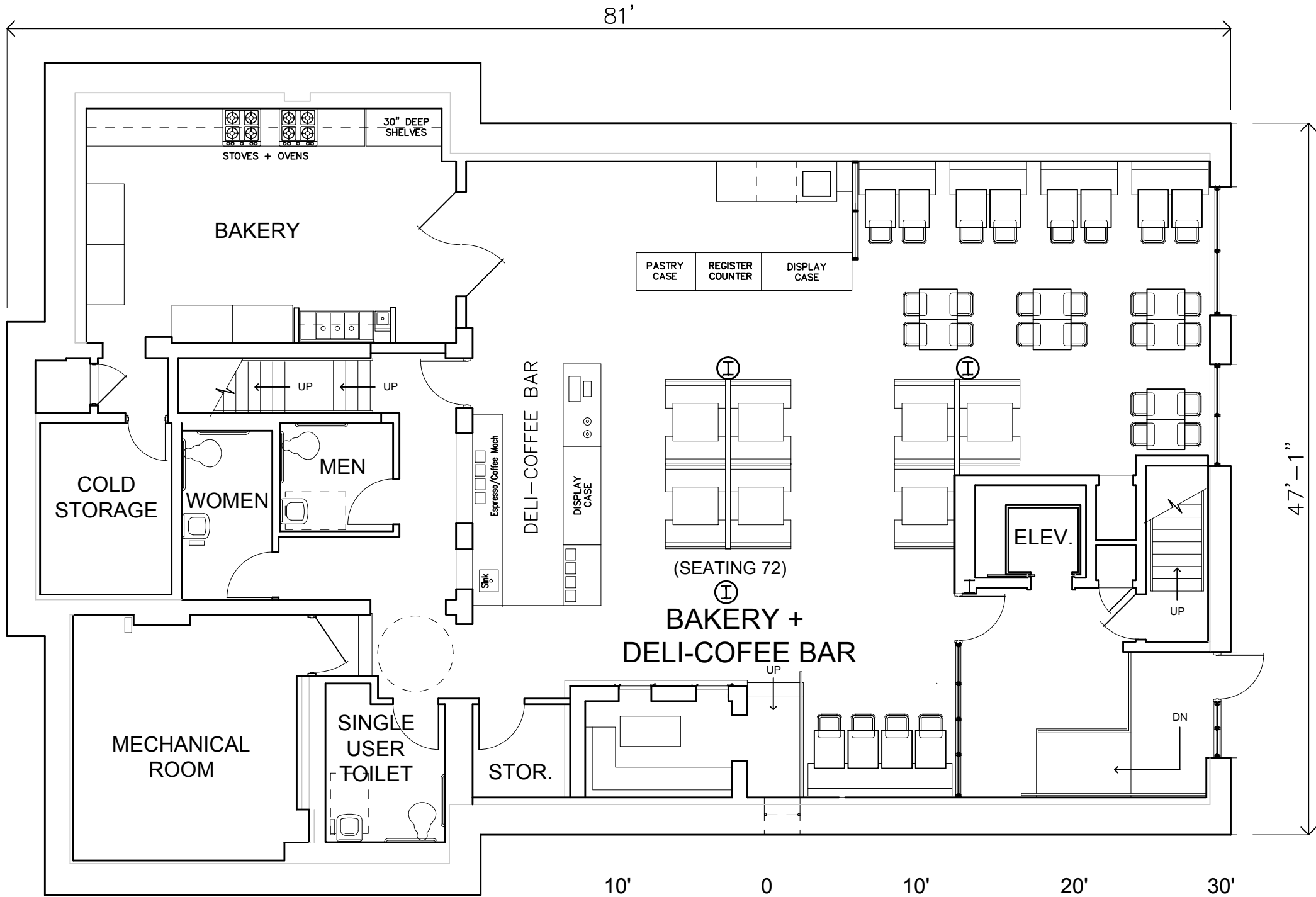
Walpole Old Town Hall Reuse Study  
 Mark Almeda Architects. PC  
 13 FEBRUARY 2019

### FLOOR AREAS

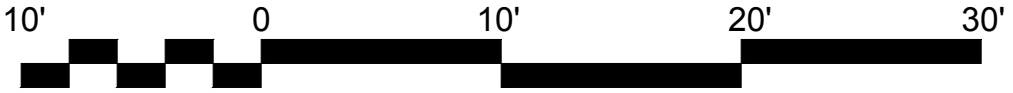
GROUND FLOOR: 3,981 GSF  
 BAKERY / DELI: 1,870 GSF

SEATING: 72 PERSONS

MAIN STREET



STONE STREET

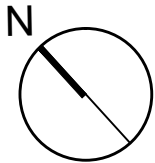


SCALE: 1/8" = 1'-0"



# CONCEPTUAL DESIGN - SCHEME 1

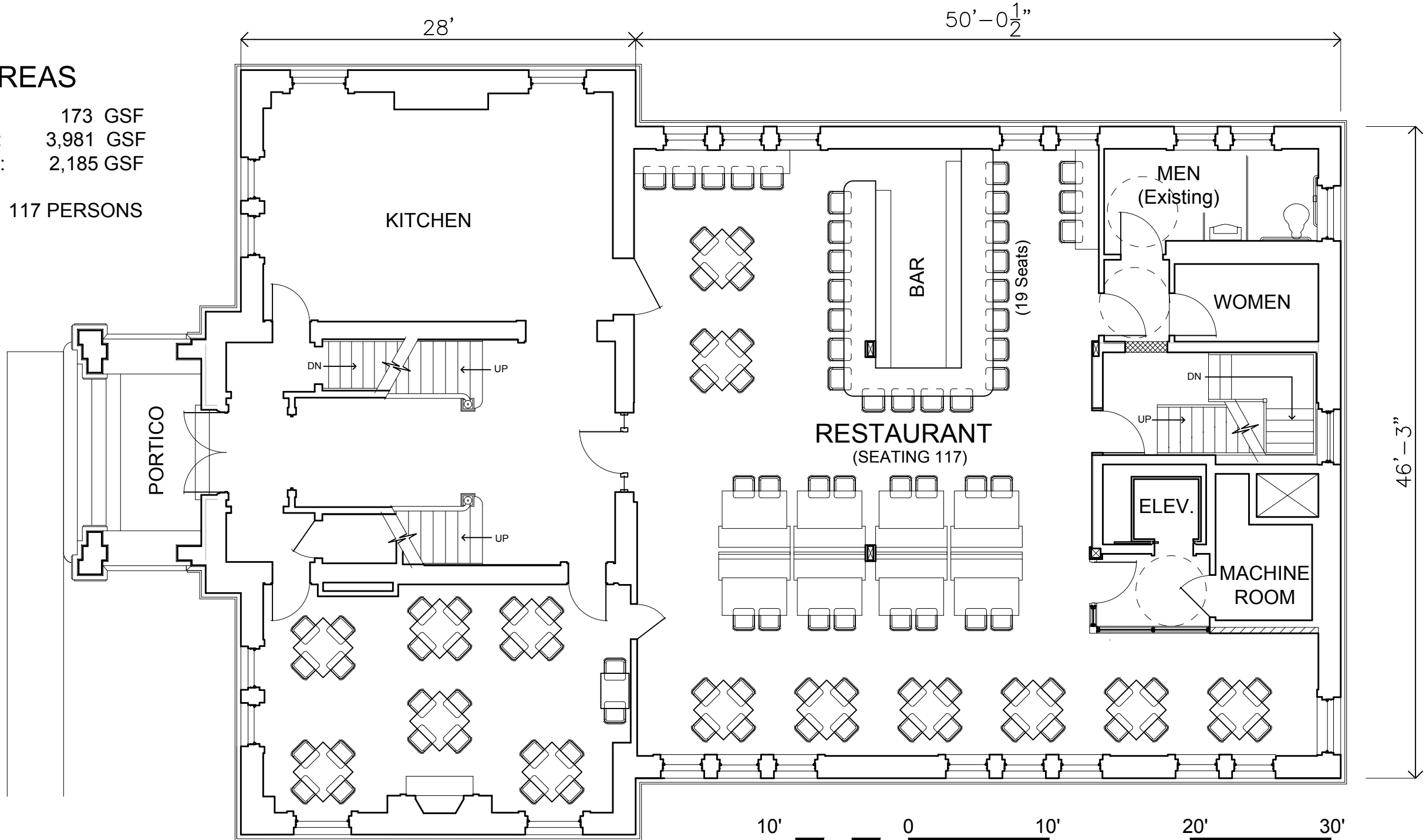
## FIRST FLOOR PLAN



### FLOOR AREAS

PORTICO:	173 GSF
FIRST FLOOR:	3,981 GSF
RESTAURANT:	2,185 GSF
SEATING:	117 PERSONS

MAIN STREET



STONE STREET

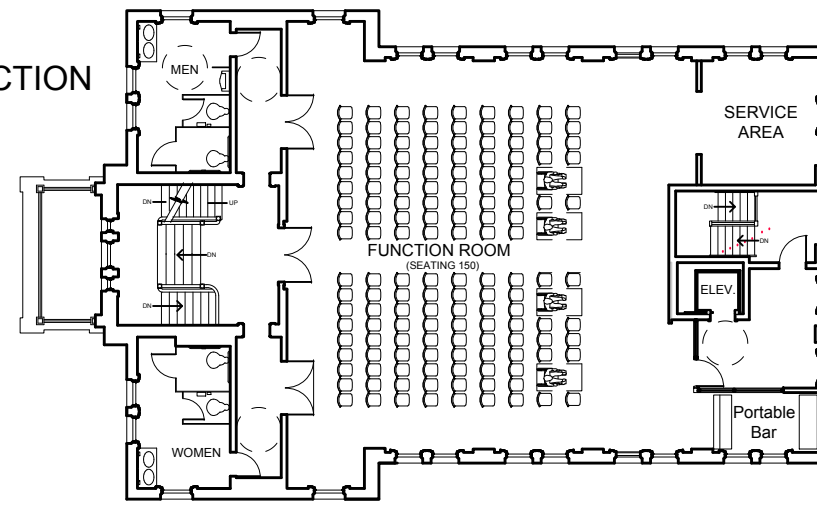


SCALE: 1/8" = 1'-0"

# CONCEPTUAL DESIGN - SCHEME 1

## SECOND FLOOR PLAN

ALTERNATE FUNCTION ROOM SCHEME

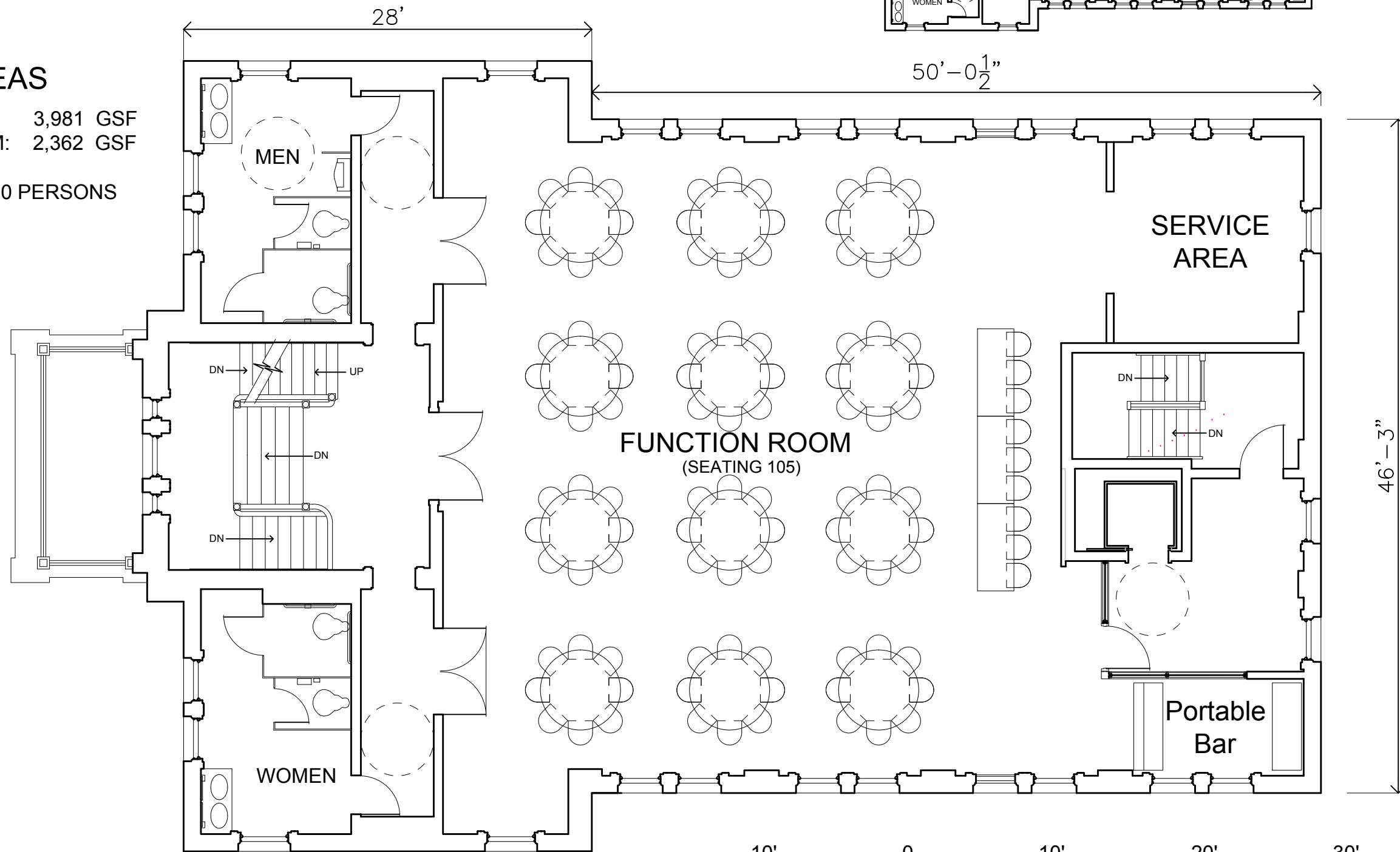


### FLOOR AREAS

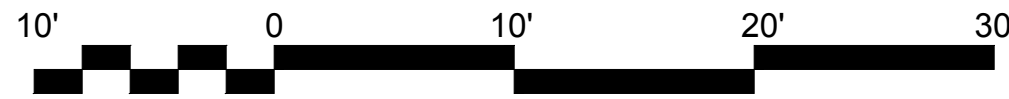
SECOND FLOOR: 3,981 GSF  
 FUNCTION ROOM: 2,362 GSF

SEATING: 105-150 PERSONS

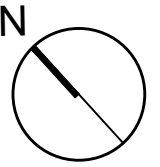
MAIN STREET



STONE STREET



SCALE: 1/8" = 1'-0"

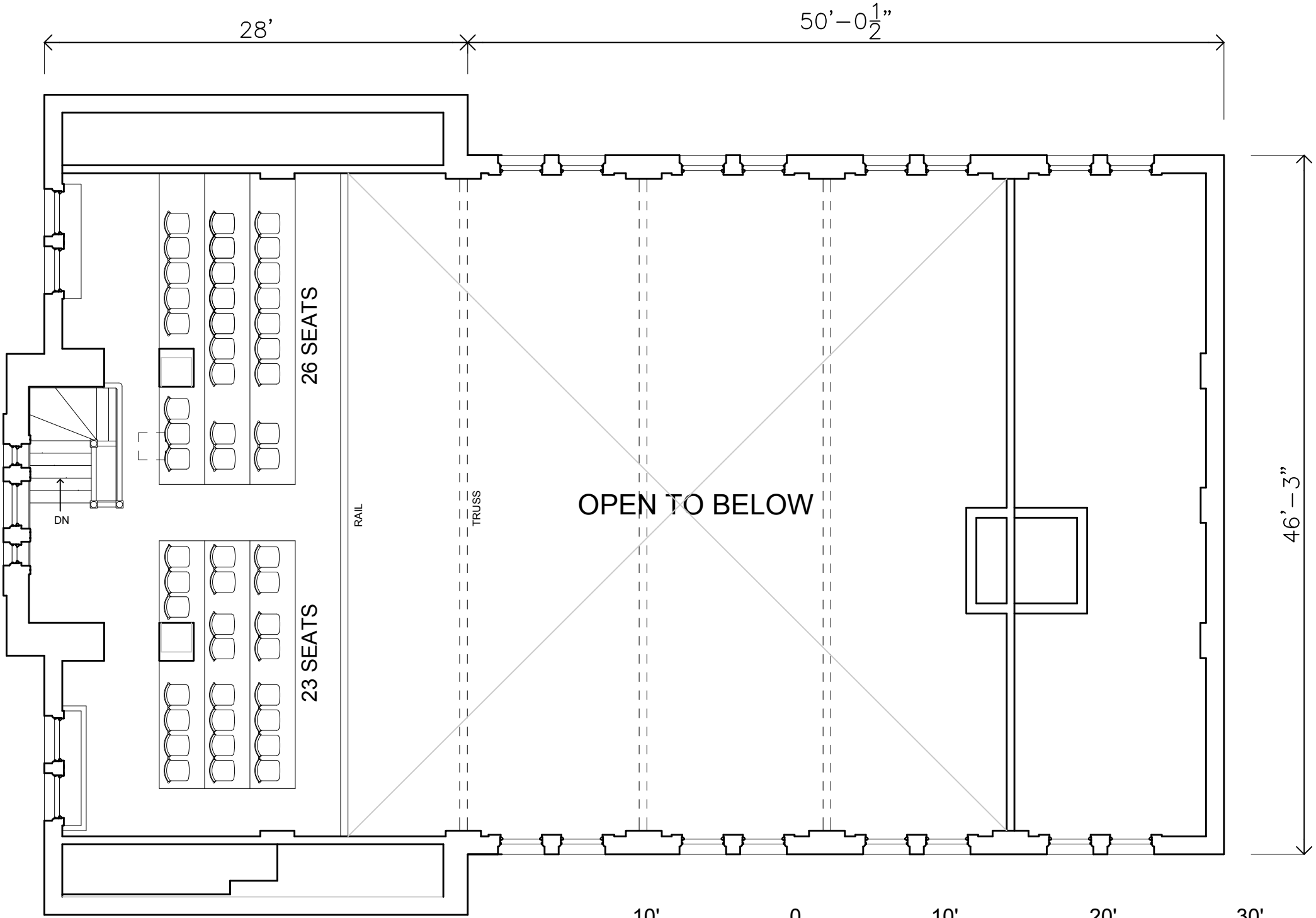


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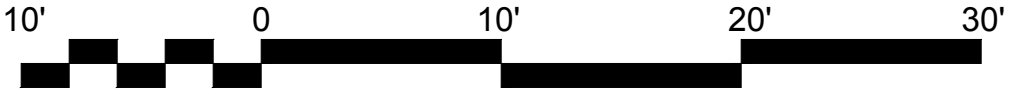
# CONCEPTUAL DESIGN - SCHEME 1 BALCONY FLOOR PLAN

**FLOOR AREAS**  
BALCONY: 1,145 GSF  
SEATING: 49 PERSONS

MAIN STREET



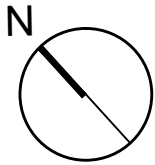
STONE STREET



SCALE: 1/8" = 1'-0"

Walpole Old Town Hall Reuse Study  
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13 FEBRUARY 2019



MAIN STREET

PROPERTY LINE

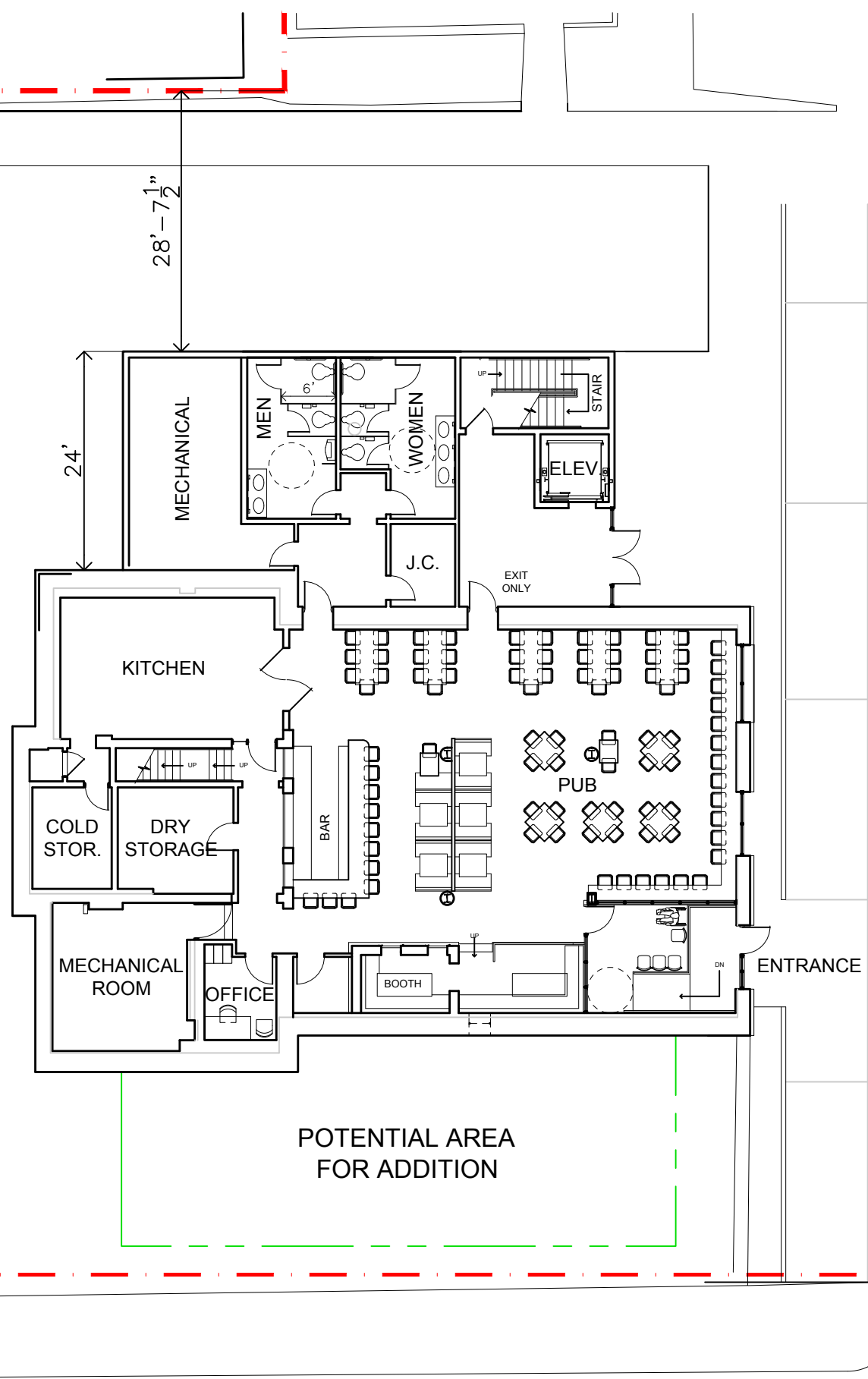
FRONT YARD SETBACK

PROPERTY LINE

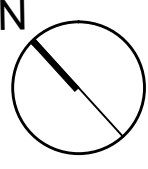
28' - 7 1/2"

24'

25'



FIRE STATION



# Walpole Old Town Hall Reuse Study

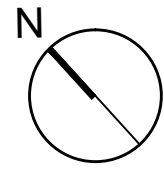
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13 FEBRUARY 2019

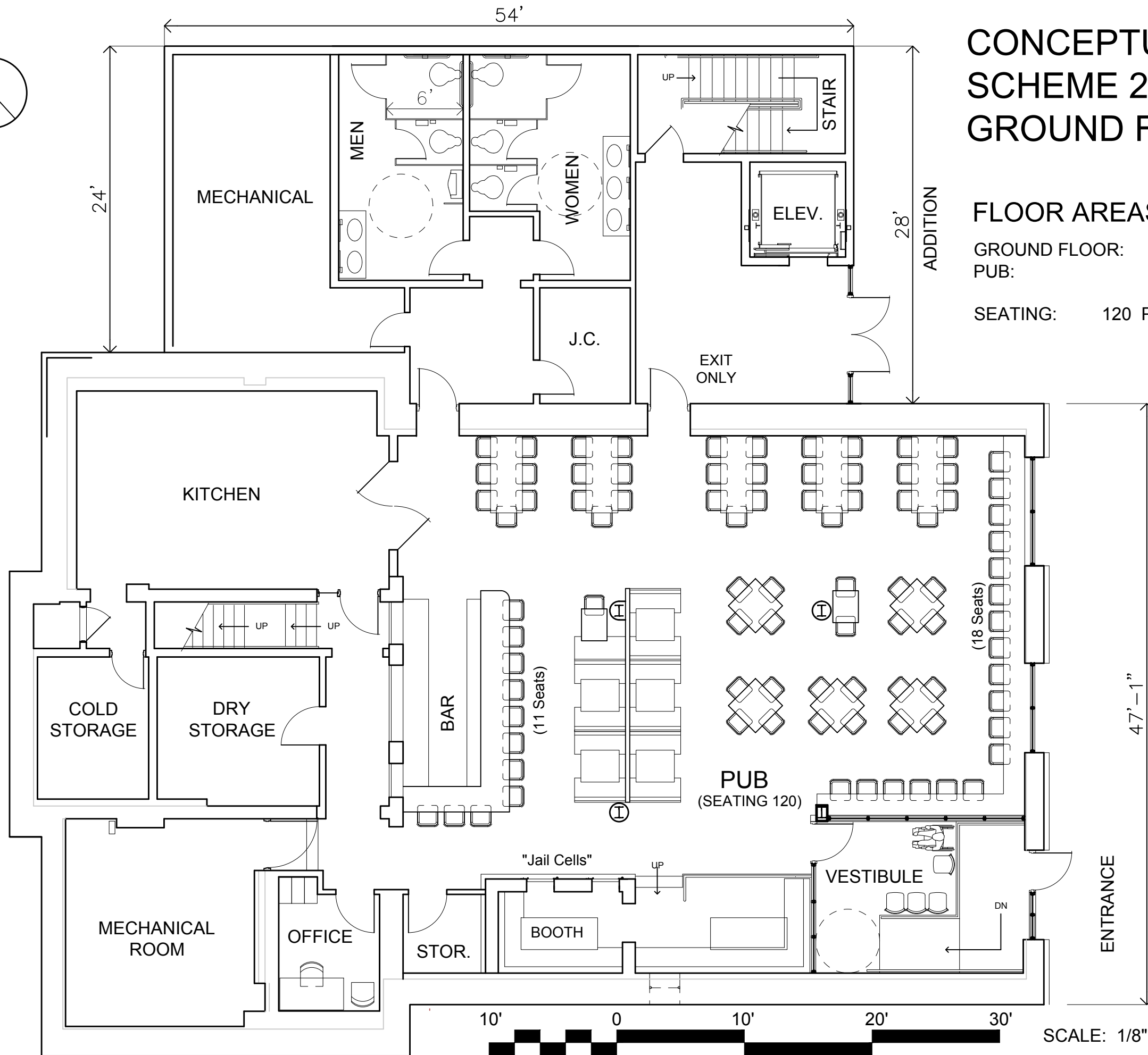
STONE STREET

## CONCEPTUAL DESIGN - SCHEME 2 SITE PLAN

SCALE: 1/16" = 1'-0"



MAIN STREET



# CONCEPTUAL DESIGN - SCHEME 2 GROUND FLOOR PLAN

## FLOOR AREAS

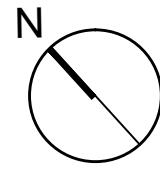
GROUND FLOOR: 5,491 GSF  
 PUB: 2,037 GSF

SEATING: 120 PERSONS

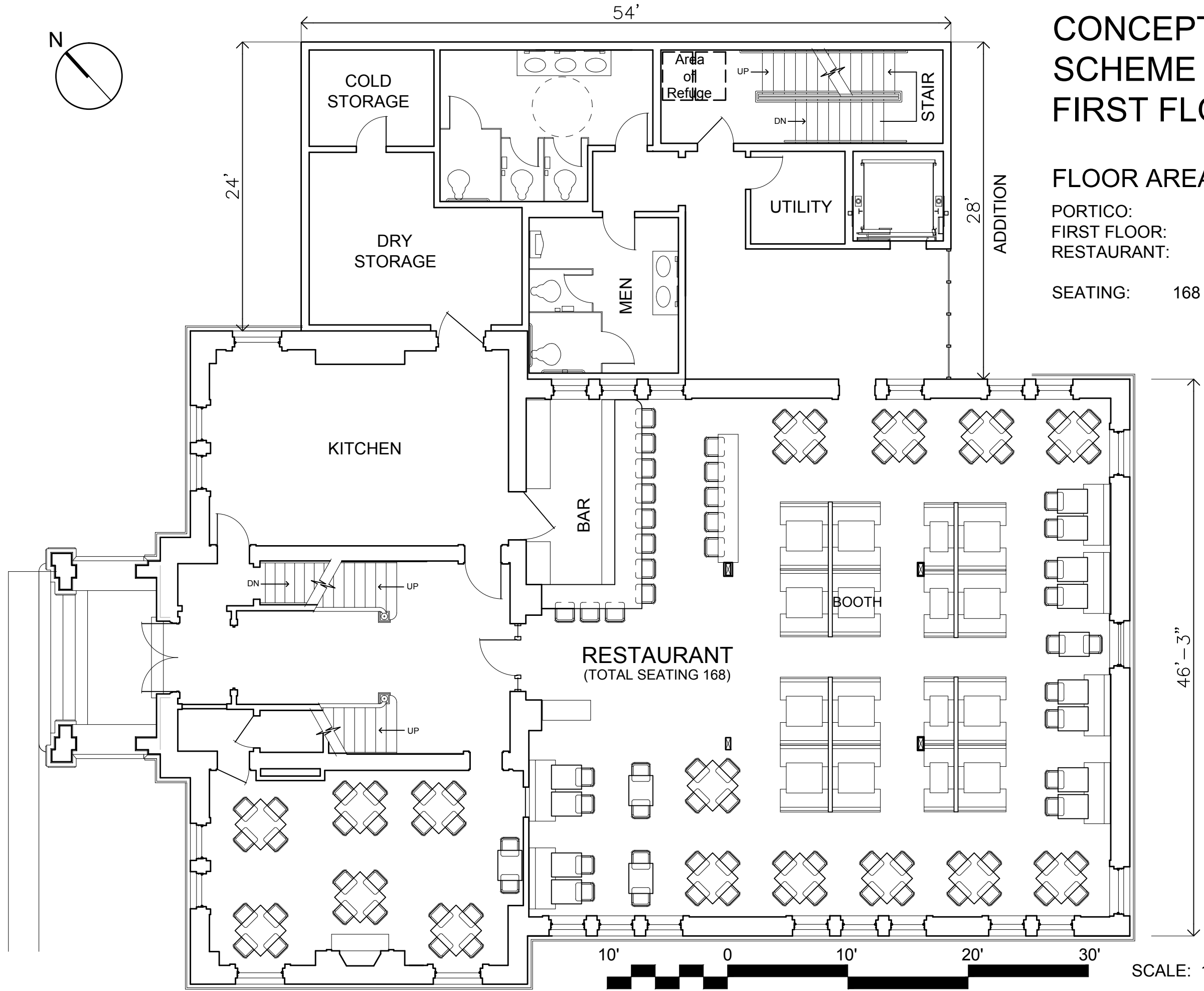
Walpole Old Town Hall Reuse Study

Mark Almeda Architects. PC

13 FEBRUARY 2019



MAIN STREET



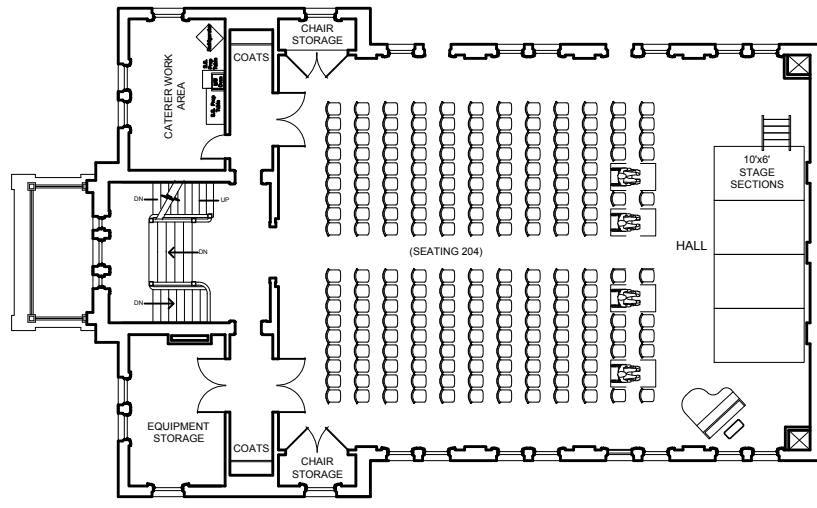
# CONCEPTUAL DESIGN - SCHEME 2 FIRST FLOOR PLAN

**FLOOR AREAS**

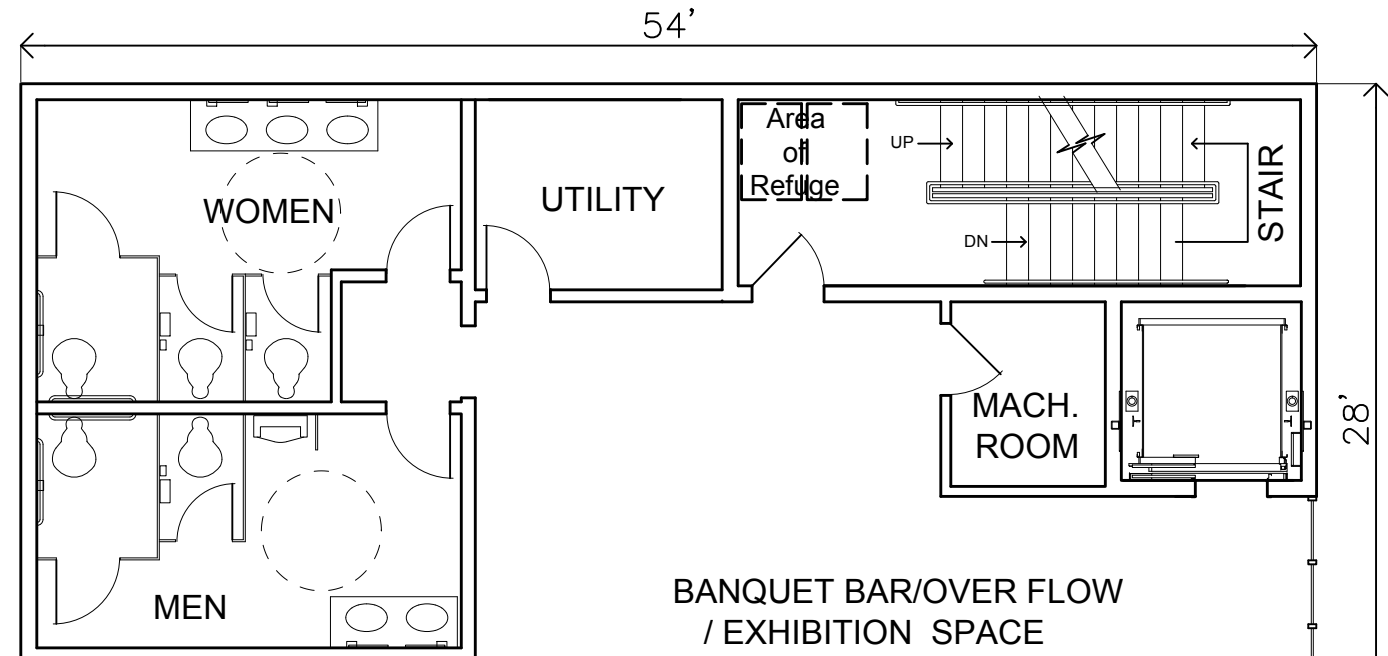
PORTICO:	173 GSF
FIRST FLOOR:	5,329 GSF
RESTAURANT:	2,811 GSF
SEATING:	168 PERSONS

**Walpole Old Town Hall Reuse Study**  
**Mark Almeda Architects. PC**  
 13 FEBRUARY 2019

SCALE: 1/8" = 1'-0"



ALTERNATE FUNCTION ROOM SCHEME



54'

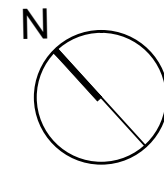
**CONCEPTUAL DESIGN -  
SCHEME 2  
SECOND FLOOR PLAN**

**FLOOR AREAS**

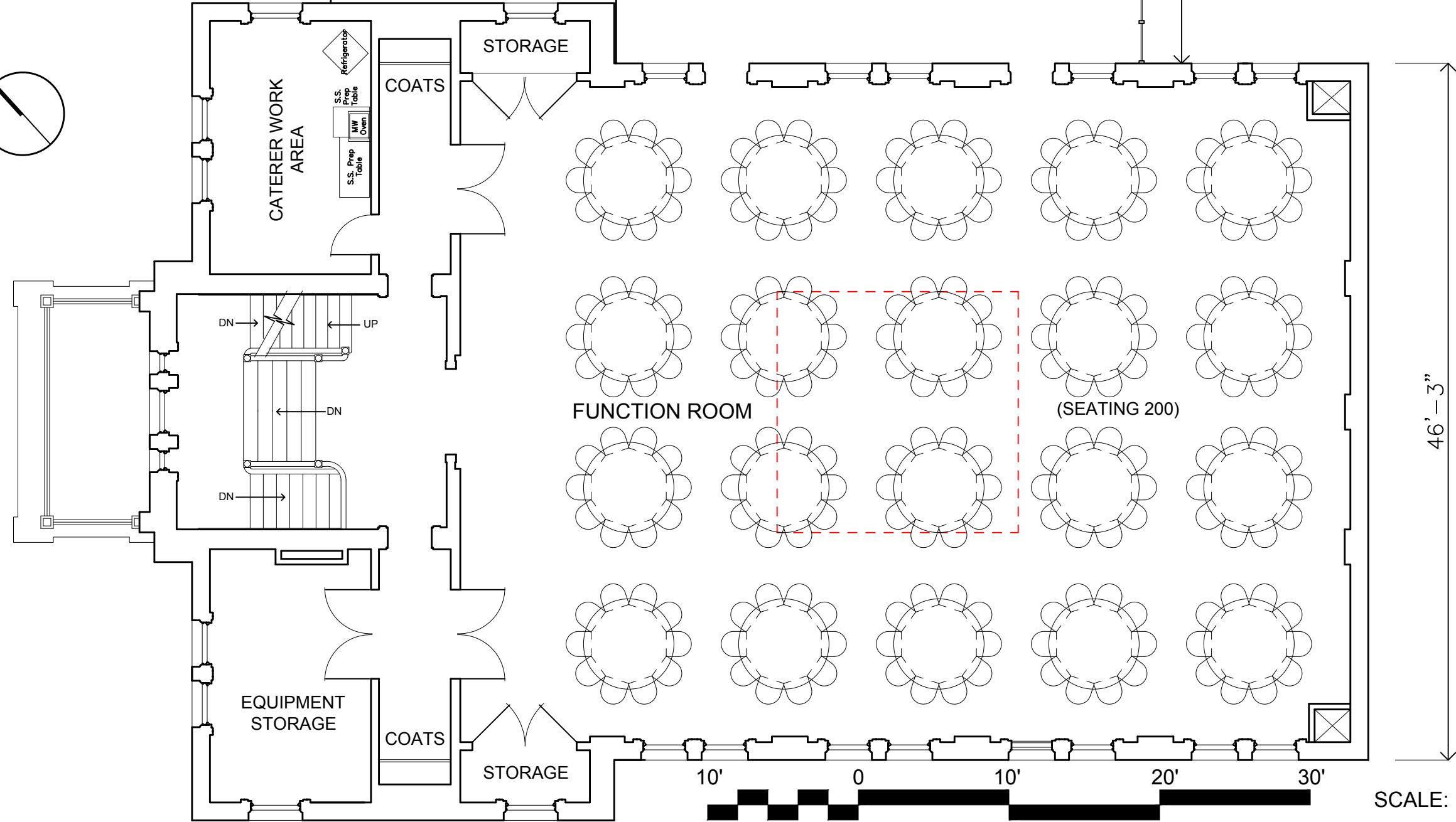
SECOND FLOOR: 5,329 GSF  
FUNCTION ROOM: 2,870 GSF

SEATING: 200-204 PERSONS

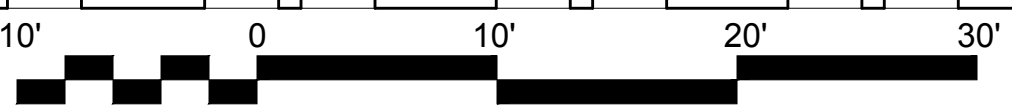
28'  
ADDITION



MAIN STREET



46'-3"

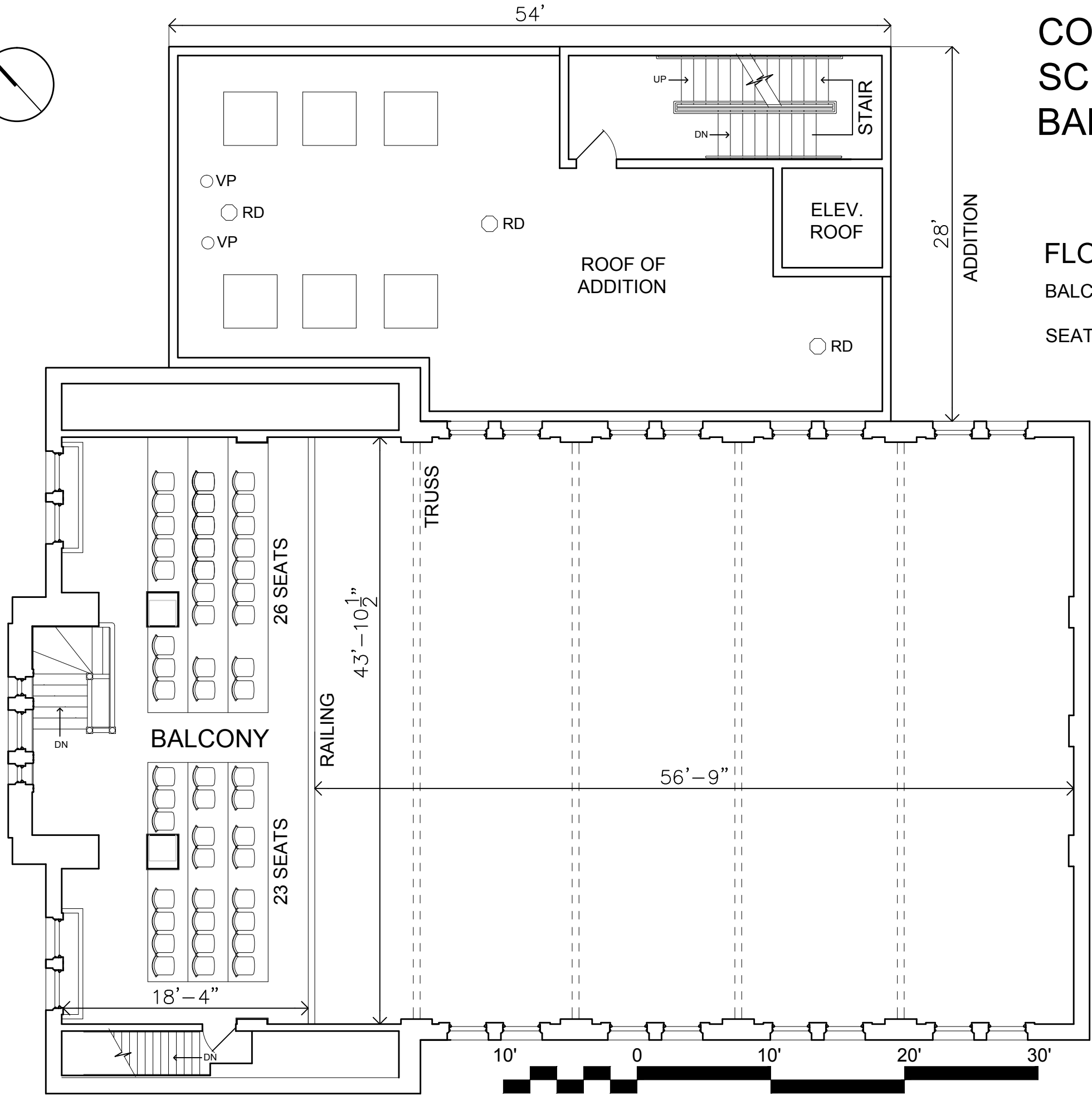
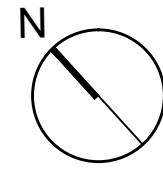


SCALE: 1/8" = 1'-0"

**Walpole Old Town Hall Reuse Study**  
**Mark Almeda Architects. PC**

13 FEBRUARY 2019

MAIN STREET



CONCEPTUAL DESIGN -  
SCHEME 2  
BALCONY FLOOR PLAN

FLOOR AREAS

BALCONY: 1,145 GSF  
SEATING: 49 PERSONS

46'-3"

SCALE: 1/8" = 1'-0"

Walpole Old Town Hall Reuse Study  
Mark Almeda Architects. PC

13 FEBRUARY 2019



Walpole Old Town Hall

980 Main Street  
Walpole, MA 02081

Mark Almeda Architects, PC

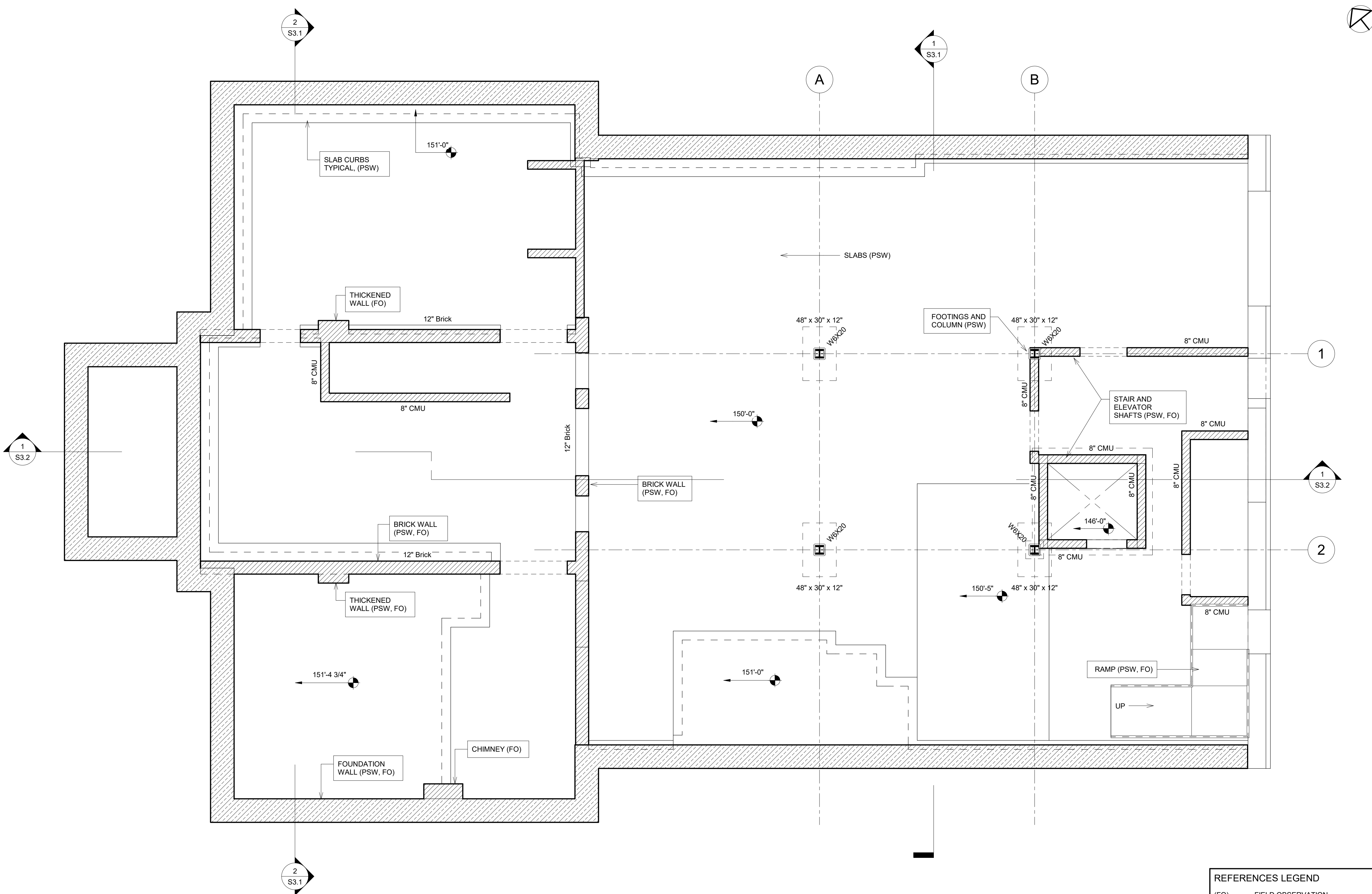
1281 Washington Street  
Walpole, MA 02081  
508.668.6221

architecture@markalmeda.com  
www.markalmeda.com

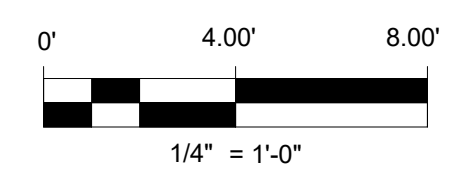
MacLeod Consulting, Inc.

29 Woods Road  
Belmont, MA 021478

(617) 484-4733  
www.macleod-consulting.com  
structural engineering



1 EXISTING FOUNDATION PLAN  
1/4" = 1'-0"



REFERENCES LEGEND	
(FO)	FIELD OBSERVATION
(PSW)	PHILIP S. WINDSOR, 1982 POLICE STATION DESIGN
(S)	ORIGINAL SPECIFICATIONS
FC	DENOTES FULL CUT TIMBER
FLOOR GRADES SHOWN ARE FROM PSW DRAWINGS	

SHEET LIST	
NO.	SHEET NAME
S1.1	EXISTING FOUNDATION PLAN
S1.2	EXISTING FIRST FLOOR FRAMING PLAN
S1.3	EXISTING SECOND FLOOR FRAMING PLAN
S1.4	EXISTING BALCONY FRAMING PLAN
S1.5	EXISTING ROOF FRAMING PLAN
S3.1	EXISTING STRUCTURE TRANSVERSE SECTIONS
S3.2	EXISTING STRUCTURE LONGITUDINAL SECTION

SEAL

REVISIONS		
NO.	DESCRIPTION	DATE

PROJECT NO. 2018.17

SCALE: 1/4" = 1'-0"  
ISSUE: 01/28/2019

SHEET/TITLE  
EXISTING FOUNDATION PLAN

S1.1

Walpole Old Town Hall

980 Main Street  
Walpole, MA 02081

Mark Almeda Architects, PC

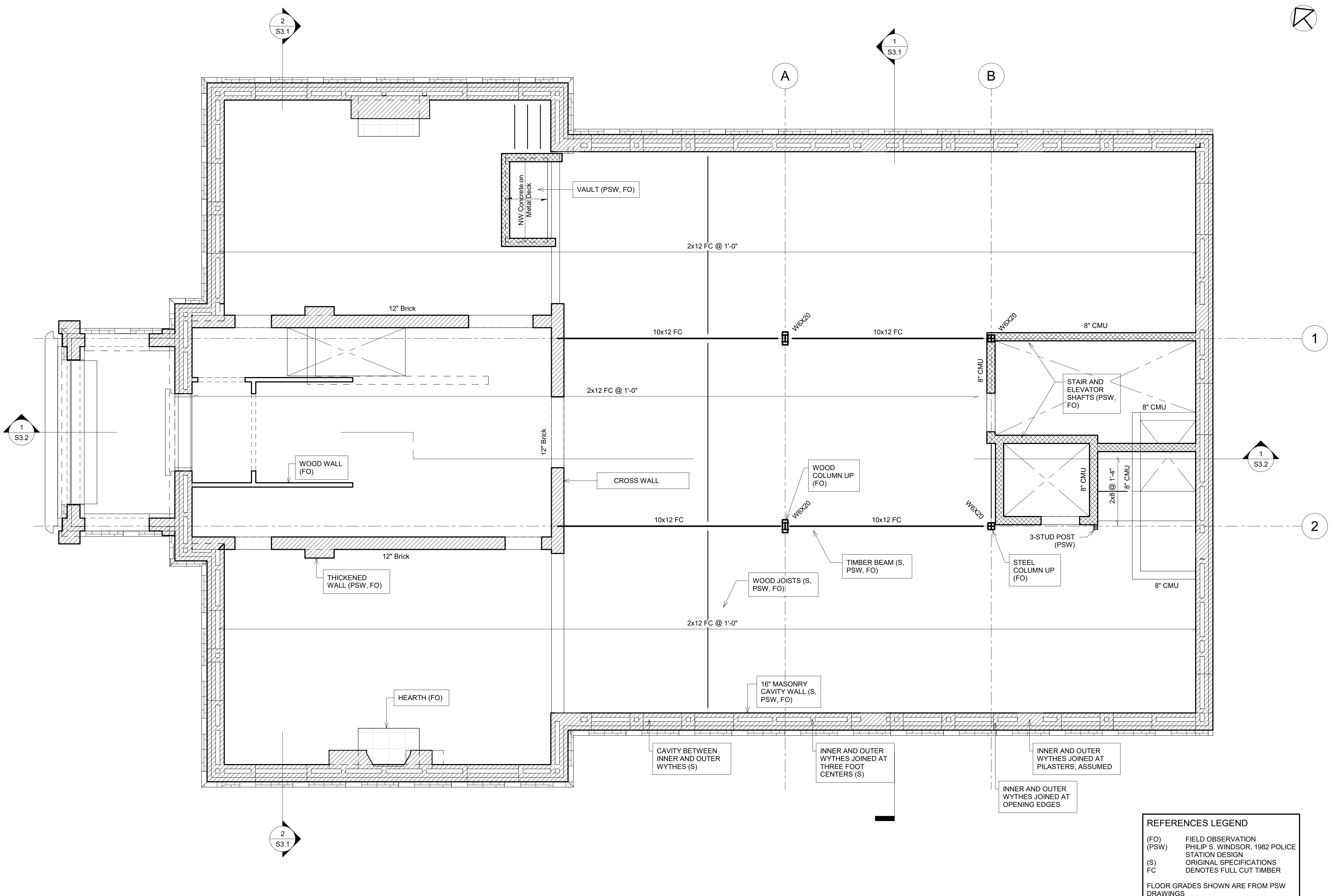
1281 Washington Street  
Walpole, MA 02081  
508.668.6221

architecture@markalmeda.com  
www.markalmeda.com

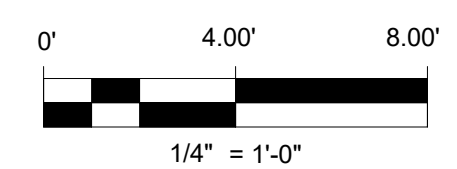
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29 Woods Road  
Belmont, MA 021478

(617) 484-4733  
www.macleod-consulting.com  
structural engineering



1 EXISTING FIRST FLOOR FRAMING PLAN  
1/4" = 1'-0"



**REFERENCES LEGEND**

(FO)	FIELD OBSERVATION
(PSW)	PHILIP S. WINDSOR, 1982 POLICE STATION DESIGN
(S)	ORIGINAL SPECIFICATIONS
FC	DENOTES FULL CUT TIMBER

FLOOR GRADES SHOWN ARE FROM PSW DRAWINGS

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EXISTING FIRST FLOOR FRAMING PLAN

Walpole Old Town Hall

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Walpole, MA 02081

Mark Almeda Architects, PC

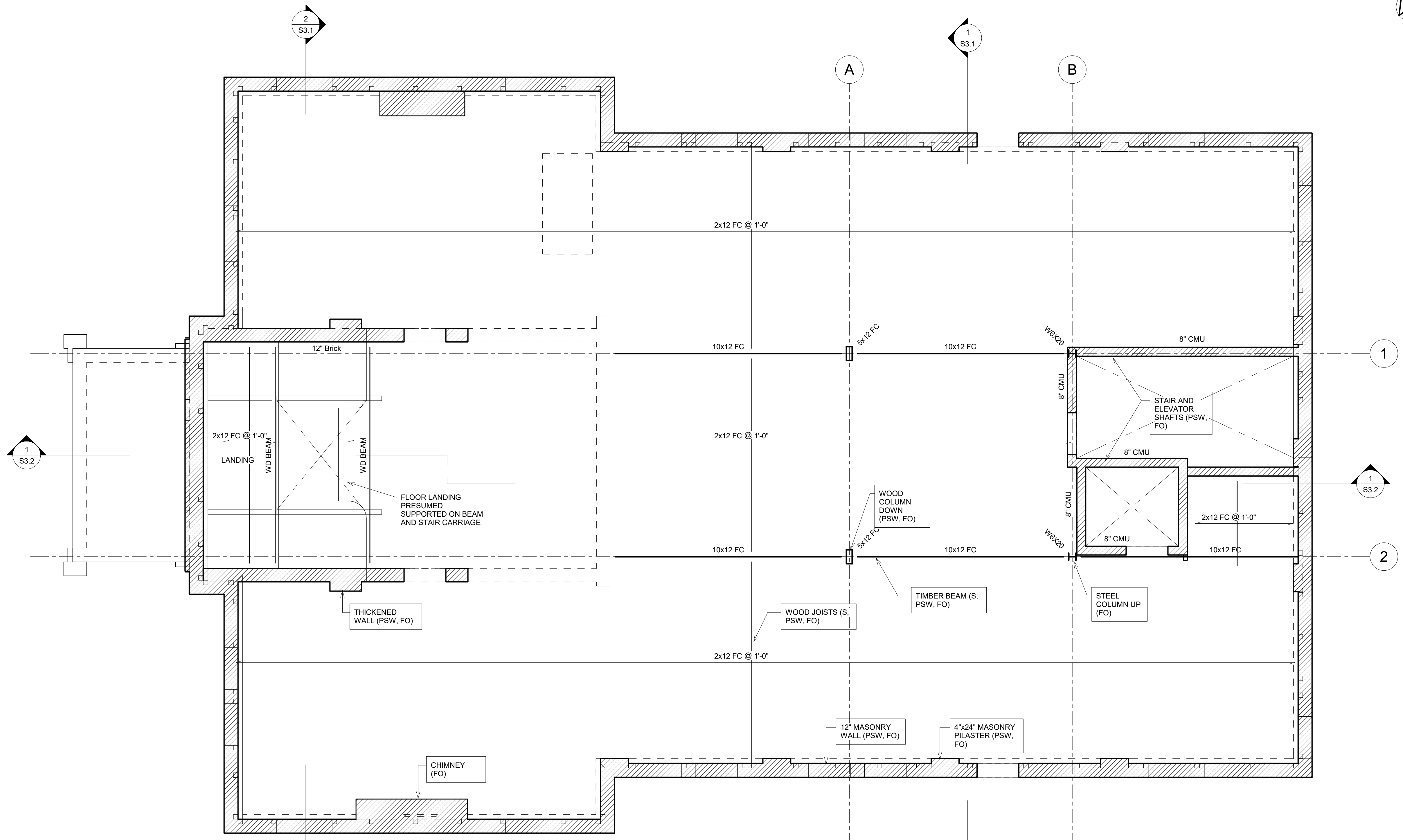
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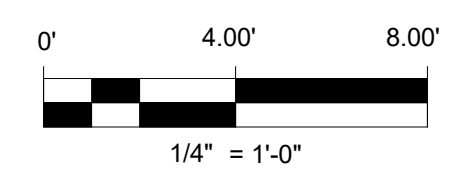
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1 EXISTING SECOND FLOOR FRAMING PLAN  
1/4" = 1'-0"



REFERENCES LEGEND	
(FO)	FIELD OBSERVATION
(PSW)	PHILIP S. WINDSOR, 1982 POLICE STATION DESIGN
(S)	ORIGINAL SPECIFICATIONS
FC	DENOTES FULL CUT TIMBER
FLOOR GRADES SHOWN ARE FROM PSW DRAWINGS	

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ISSUE: 01/28/2019

SHEET/TITLE  
EXISTING SECOND FLOOR FRAMING PLAN

Walpole Old Town Hall

980 Main Street  
Walpole, MA 02081

Mark Almeda Architects, PC

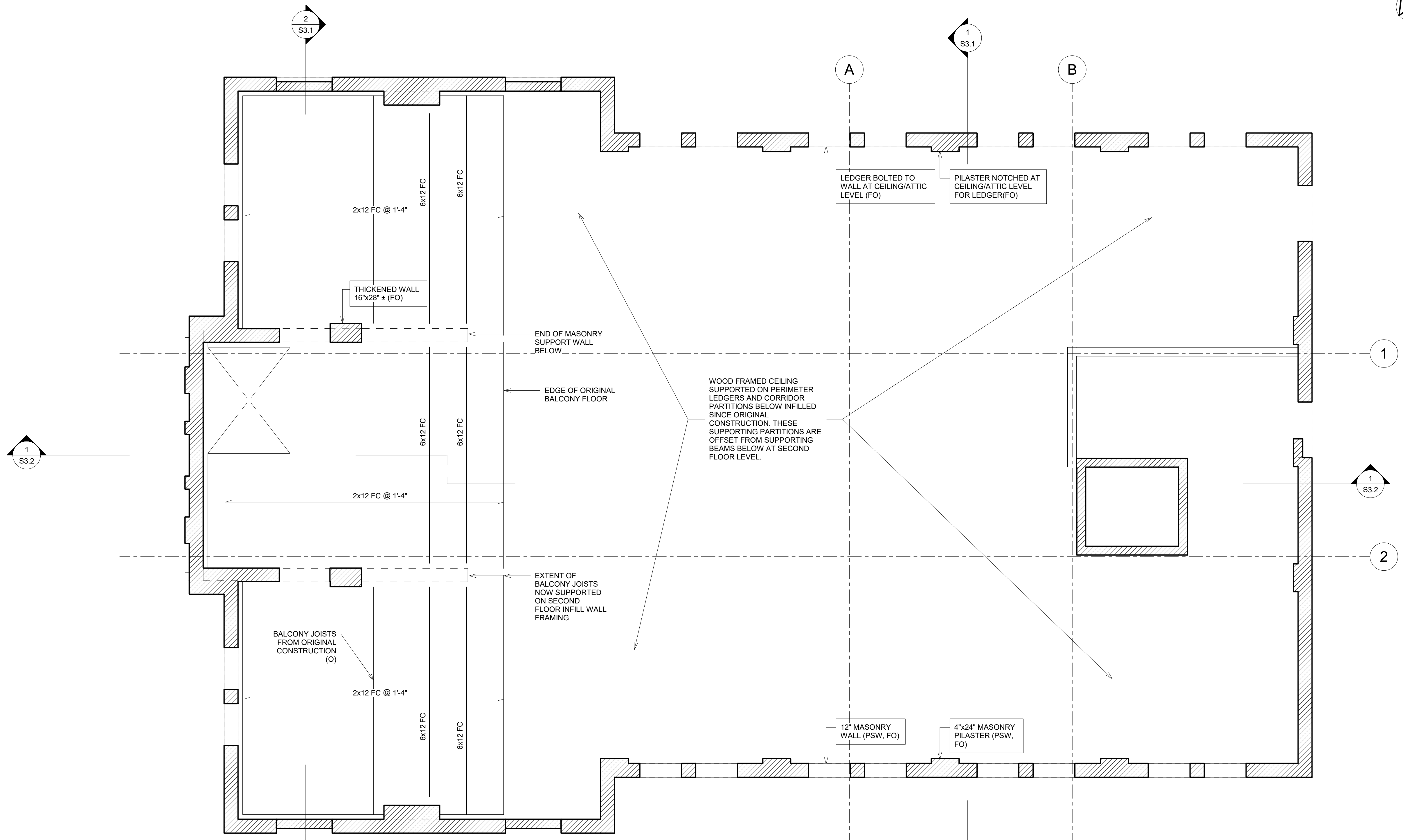
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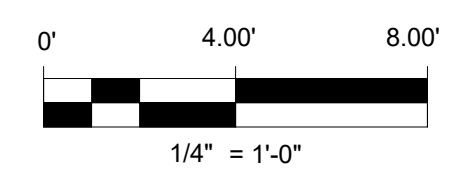
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1 EXISTING BALCONY FRAMING PLAN  
1/4" = 1'-0"



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PROJECT NO. 2018.17

SCALE: 1/4" = 1'-0"  
ISSUE: 01/28/2019

SHEET/TITLE

EXISTING BALCONY  
FRAMING PLAN

S1.4

Walpole Old Town Hall

980 Main Street  
Walpole, MA 02081

Mark Almeda Architects, PC

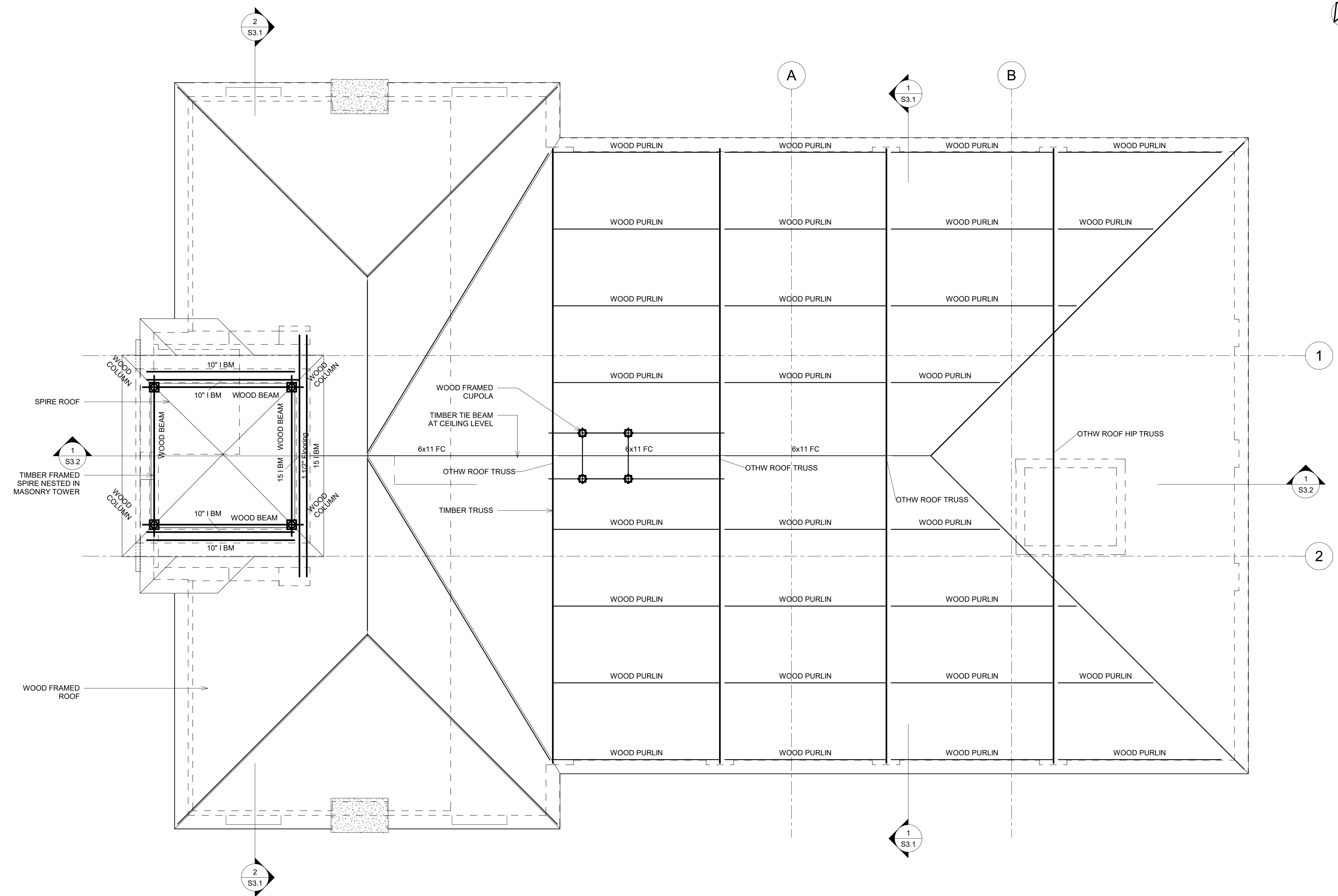
1281 Washington Street  
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architecture@markalmeda.com  
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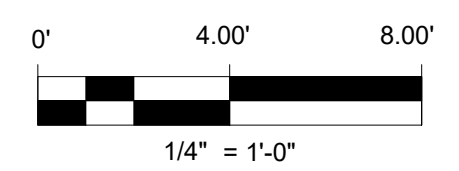
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1 EXISTING ROOF FRAMING PLAN  
1/4" = 1'-0"



SEAL

REVISIONS

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PROJECT NO. 2018.17

SCALE: 1/4" = 1'-0"  
ISSUE: 01/28/2019

SHEET/TITLE

EXISTING ROOF  
FRAMING PLAN

S1.5

# Walpole Old Town Hall

980 Main Street  
Walpole, MA 02081

Mark Almeda Architects, PC

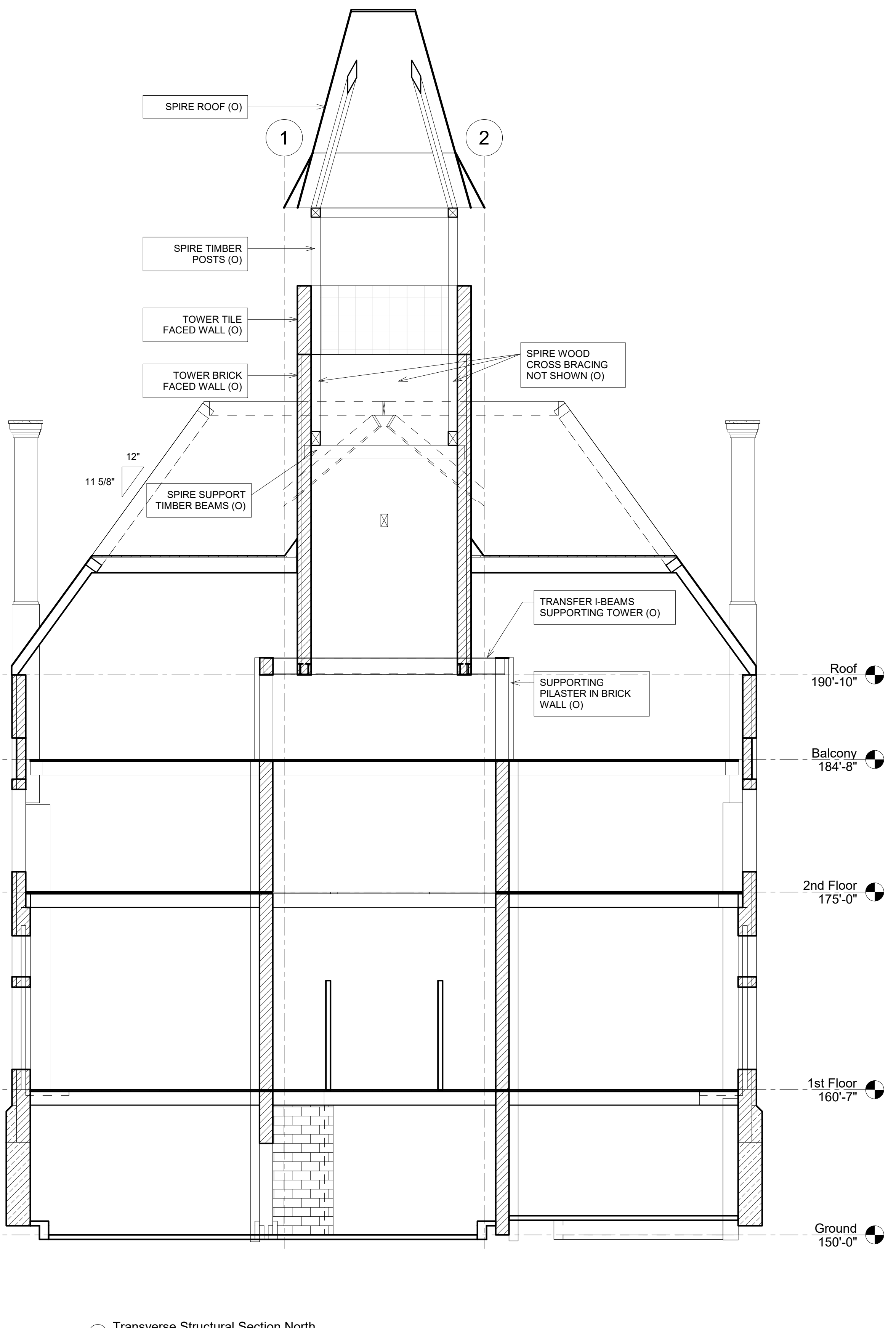
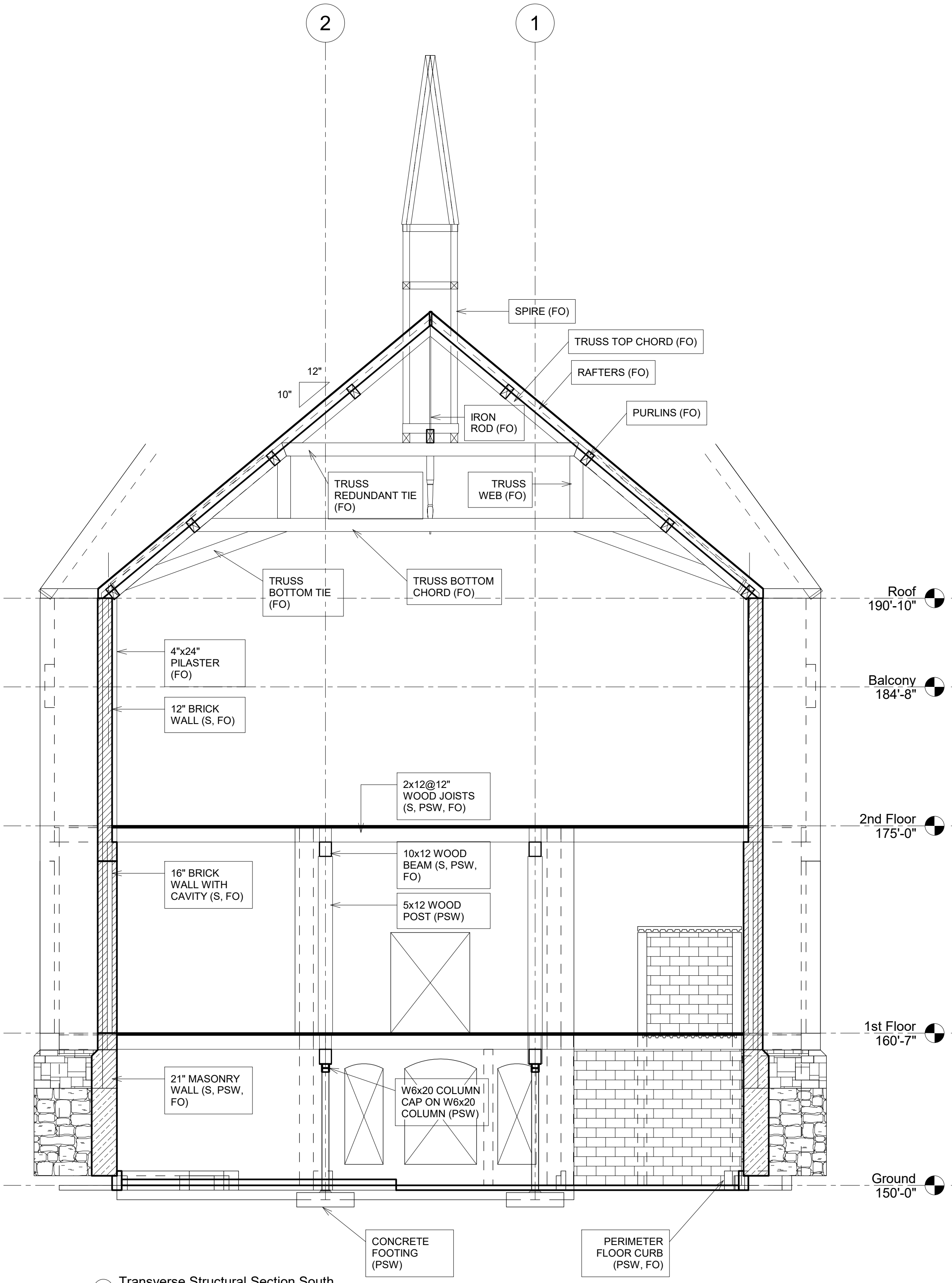
1281 Washington Street  
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REVISIONS

NO.	DESCRIPTION	DATE

PROJECT NO. 2018.17

SCALE: 3/16" = 1'-0"  
ISSUE: 01/28/2019

SHEET/TITLE  
EXISTING STRUCTURE  
TRANSVERSE  
SECTIONS

S3.1

Walpole Old Town Hall

980 Main Street  
Walpole, MA 02081

Mark Almeda Architects, PC

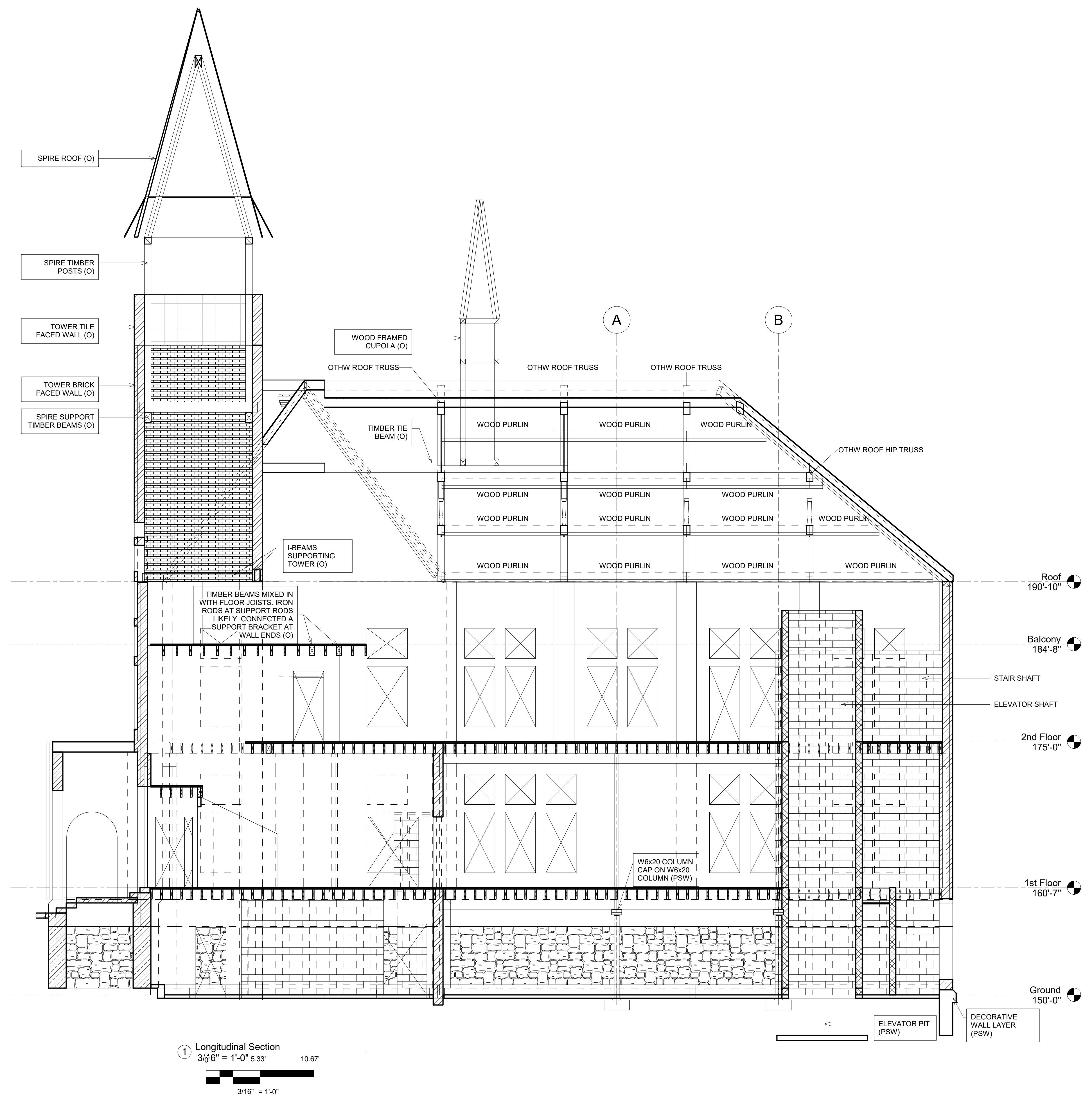
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ISSUE: 01/28/2019

SHEET/TITLE

EXISTING STRUCTURE  
LONGITUDINAL  
SECTION

S3.2



**Mark Almeda Architects, P.C.**  
1281 Washington Street Walpole, MA 02081 508.668.6221



# PART 3

## ➤ Re-Use Options

The Committee received several good suggestions through its public forums and committee deliberations. One subject the Committee spent considerable time debating was whether there is a municipal use that may not exist today but perhaps in the future, and should the Town decide to sell or lease Old Town Hall long term, then these potential municipal uses could not be accommodated.

Some Committee members raised the question of a lack of meeting space. There are many important appointed town committees that have a problem finding a meeting and or training location or finding a location for seminars or even office space. Much of these committees' meeting records, reports, and other important documents have no place to be kept. In reality there is no official historical records storage or managed library. Recently, the Historical Committee attempted to locate and research the former Street Naming Committee files. They were able to find a past member but no records.

Many historical documents of present and past committees do not exist. Many do not even have a spot or take advantage of an entry in the Town report and some groups over the years have just faded away. Through the generosity of the Historical Society and others, information relating to Old Town Hall has been extracted from numerous documents but much is still to be learned.

All valid points, however, the Committee had to determine which of the proposed uses were,

- **Physically, Financially and Operationally Feasible, while achieving the Committee's vision for the property as being the catalyst for the redevelopment of Walpole's downtown into a vibrant community space.**

The uses which generated the most interest included,

- Performing & Visual Arts Center
- Academy of Music
- Business Incubator/Education
- The Walpole Museum / "Walpole Town House"
- Restaurant & Function Facility (*the Bird Café*)
- Meeting and office space, and document storage

Of these, the use that would be most consistent with the desire to create a more vibrant downtown was a performance/cultural arts center. This use would, more than any other, achieve the most important objectives which are for Old Town Hall to once again become the center of community life, serve as a catalyst for further redevelopment of Walpole's downtown, as well as support local businesses which desperately need customer traffic.

To get a better understanding of what a performance and cultural arts center needed in order to be financially feasible, the Committee reached out to the Town of Natick's TCAN, a very successful facility which has been in operation since 2003. Committee members toured the TCAN facilities and had an extensive discussion with its Executive Director, who was very forthcoming in discussing the challenges as well as the successes with operating a facility of this nature.

For a number of reasons, the Committee concluded that this would not be a feasible option for the Town of Walpole to pursue.

However, the uses that would be the most feasible and also a generator of the most customer traffic include,

- **Restaurant**
- **Brew Pub / Winery**
- **Test Kitchen**
- **Specialty Foods Emporium**
- **Function Facility (multiple types)**

To take advantage of its many, though underfunded resources, and the yeoman efforts of the Walpole Historical Commission and Society, the Building would be adorned with cultural artifacts and the like, showcasing Walpole's rich history.

Regardless of whether the Town retains ownership of the Property or not, the Committee believes that the aforementioned uses would be the highest and best use, principally because they will generate the most customer traffic not only for businesses occupying The "New" Walpole Town House, but also for other downtown businesses. Secondly, but no less important, is that these uses can pay the highest rents which will be needed to support the debt service and ongoing operating expenses which will be incurred once the improvements to the building are made.

The Committee wishes to point out that if the Board of Selectmen agree on the uses proposed by the Committee, that two of the recently granted liquor licenses from the State Legislature, should be earmarked for the Walpole Town House. For the programming of the "New" Walpole Town House to be successful while achieving the aforementioned objectives, these liquor licenses are absolutely essential.

## ➤ Development Budget

As a result of Mark Almeda Architects' investigations and analyses, should the Town opt to keep ownership of the Property, it must decide on what level of exposure it is prepared to assume. The final decision will carry a price tag that the taxpayers may or may not be willing to approve, which is why all options should be considered. One thing is for certain and that the building has considerable deferred maintenance, and the sooner the Board of Selectmen make a decision on which option to pursue, the better for everyone, including The Walpole Town House.

*Option 1: Do nothing.* **\$1,077,662**

*Option 2: Rehab the existing building for commercial use.* **\$5,530,963**

*Option 3: Expand the footprint of the building to create more  
GLA (gross leasable area) to improve its efficiency  
and economic feasibility* **\$7,814,945**

The aforementioned price tags are estimates based on conceptual plans and should be used simply as a guide. The eventual price tag will be the result of how the building is to be programmed, who the ownership entity is, how the building will be delivered and who will be responsible for what, all of which will be established through a series of negotiations between several parties.

## ➤ Income/Expense Proforma

*(See attached spreadsheet)*

<b>WALPOLE TOWN HOUSE</b>													
<b>INCOME/EXPENSE PROFORMA and RENT ROLL</b>													
				<i>(Assumes Proposed Uses)</i>									
<b>SCHEME 1</b>				<b>GROSS SF</b>	13,261								
				Delivery Condition	Shell								
				Loss Factor	N %								
				Minimum Base Term	10 Years								
<b>RENT ROLL</b>													
<b>UNIT</b>	<b>SIZE (SF)</b>	<b>LEASE TYPE</b>	<b>TENANT</b>	<b>RATE PSF</b>	<b>RENT (Annual)</b>	<b>RENT (Monthly)</b>	<b>% RENT (TBD)</b>						
Ground Floor	3,981	NNN	Café/Food Emporium	35.00	139,335	11,611							
1st Floor	3,981	NNN	Restaurant (Full-Service)	35.00	139,335	11,611							
2nd Floor & Balcony	5,126	NNN	Function Hall	35.00	179,410	14,951							
				<b>TOTALS:</b>		458,080	38,173						
<b>INCOME/EXPENSE PROFORMA</b>													
				<b>Year-1</b>	<b>Year-2</b>	<b>Year-3</b>	<b>Year-4</b>	<b>Year-5</b>	<b>Year-6</b>	<b>Year-7</b>	<b>Year-8</b>	<b>Year-9</b>	<b>Year-10</b>
NOI:				10% Esc Every 5 Years	458,080	458,080	458,080	458,080	458,080	503,888	503,888	503,888	503,888
Vacancy				Yr-1: 20%, Yr-2 10%	91,616	45,808	0	0	0	50,389	0	0	0
Effective NOI					366,464	412,272	458,080	458,080	458,080	453,499	503,888	503,888	503,888
<b>TOTAL NOI</b>					<b>366,464</b>	<b>412,272</b>	<b>458,080</b>	<b>458,080</b>	<b>458,080</b>	<b>453,499</b>	<b>503,888</b>	<b>503,888</b>	<b>503,888</b>
Debt Service (Principal & Interest)				4.75%									
Amortization				20 Yrs									
LTV				75/25									
Total Project Cost				5,530,963									
Debt				4,148,222	321,681	321,681	321,681	321,681	321,681	321,681	321,681	321,681	321,681
Equity				1,382,741									
Cash Flow:				\$	44,783	90,591	136,399	136,399	136,399	131,818	182,207	182,207	182,207
Return on Equity:				%	3.24%	6.55%	9.86%	9.86%	9.86%	9.53%	13.18%	13.18%	13.18%
<b>SCHEME 2</b>													
				<b>GROSS SF</b>	17,467								
				Delivery Condition	Shell								
				Loss Factor	N %								
				Minimum Base Term	10 Years								
<b>RENT ROLL</b>													
<b>UNIT</b>	<b>SIZE (SF)</b>	<b>LEASE TYPE</b>	<b>TENANT</b>	<b>RATE PSF</b>	<b>RENT (Annual)</b>	<b>RENT (Monthly)</b>	<b>% RENT (TBD)</b>						
Ground Floor	5,491	NNN	Café/Food Emporium	35.00	192,185	16,015							
1st Floor	5,329	NNN	Restaurant (Full-Service)	35.00	186,515	15,543							
2nd Floor & Balcony	6,474	NNN	Function Hall	35.00	226,590	18,883							
				<b>TOTALS:</b>		605,290	50,441						
<b>INCOME/EXPENSE PROFORMA</b>													
				<b>Year-1</b>	<b>Year-2</b>	<b>Year-3</b>	<b>Year-4</b>	<b>Year-5</b>	<b>Year-6</b>	<b>Year-7</b>	<b>Year-8</b>	<b>Year-9</b>	<b>Year-10</b>
NOI:				10% Esc Every 5 Years	605,290	605,290	605,290	605,290	605,290	665,819	665,819	665,819	665,819
Vacancy				Yr-1: 20%, Yr-2 10%	121,058	60,529	0	0	0	66,582	0	0	0
Effective NOI					484,232	544,761	605,290	605,290	605,290	599,237	665,819	665,819	665,819
<b>TOTAL NOI</b>					<b>484,232</b>	<b>544,761</b>	<b>605,290</b>	<b>605,290</b>	<b>605,290</b>	<b>599,237</b>	<b>665,819</b>	<b>665,819</b>	<b>665,819</b>
Debt Service (Principal & Interest)				4.75%									
Amortization				20 Yrs									
LTV				75/25									
Total Project Cost				7,814,945									
Debt				5,861,209	454,518	454,518	454,518	454,518	454,518	454,518	454,518	454,518	454,518
Equity				1,953,736									
Cash Flow:				\$	29,714	90,243	150,772	150,772	150,772	144,719	211,301	211,301	211,301
Return on Equity:				%	1.52%	4.62%	7.72%	7.72%	7.72%	7.41%	10.82%	10.82%	10.82%

## ➤ Funding Sources

Should the decision be to retain ownership of Old Town Hall, the following are potential sources of funding,

- **Community Block Grants**
- **Historic Preservation Tax Credits**
- **FY2019 budget item \$75,000 for renovation of the Old Town Hall**
- **MA House Bill 4732 (*\$1,000,000 Grant for Historic Preservation*)**
- **Capital Lease Financing**
- **Tax Incremental Financing (TIF)**

Grants and tax credits for historic preservation and rehabilitation are competitive. The following two programs are administered by the Massachusetts Historical Commission at the Secretary of the Commonwealth's office.

- **Massachusetts Historic Rehabilitation Tax Credit**

Under the program a certified rehabilitation project on an income-producing property is eligible to receive up to 20% of the cost of certified rehabilitation expenditures in state tax credits. There is an annual cap, so there are selection criteria that ensure the funds are distributed to the projects that provide the most public benefit. The MHC certifies the projects and allocates available credits.

- **Massachusetts Preservation Projects Fund** – only available for municipalities or non-profits

Annual state-funded 50% reimbursable matching grant program, established in 1984 to support the preservation of properties, landscapes, and sites (cultural resources) listed in the State Register of Historic Places.

Requests for pre-development projects can range from \$5,000 to \$30,000; requests for development or acquisition projects may range from \$7,500 to \$100,000. Work completed prior to grant award is ineligible for funding consideration.

A unique feature of the program allows applicants to request up to 75% of total construction costs if there is a commitment to establish a historic property maintenance fund by setting aside an additional 25% over their matching share in a restricted endowment fund.

Eligible activities for funding include:

**Pre-development Projects:** Requests may be submitted to conduct studies necessary to enable future development or protection of a State Register-listed property, such as feasibility studies involving the preparation of plans and specifications and historic structures reports. With planning projects, the architectural/engineering fees to conduct such studies are eligible for funding. Costs associated with the project sign, photography, and legal ads are also eligible for reimbursement.

**Development Projects:** Requests may be submitted for construction activities including stabilization, protection, rehabilitation, and restoration. Grant funding can only be used to cover costs of material and labor necessary to ensure the preservation, safety, and accessibility of historic cultural resources. Development of universal access is allowable as part of a larger project (ideally, no more than 30%). With construction or "bricks & mortar" projects, therefore, the architectural or engineering fees for any project work are not eligible for funding or use as matching share.

**Allowable costs:** Overall building preservation, building code compliance, and barrier-free access where historic fabric is directly involved are eligible as well as the cost of a project sign, photography, recording of the preservation restriction, and legal ads. Eligible interior work is generally limited to restoration based upon documented historic evidence.

**Non-allowable costs:** Projects consisting of routine maintenance, upgrading of mechanical systems (i.e., heating, ventilation, air conditioning, electrical, plumbing), renovation of non-historic spaces, moving of historic buildings, or

Construction of additions will not be considered. For buildings actively used for religious purposes, projects involving the interior of buildings, stained glass windows or other religious symbols are generally not considered eligible. Architectural or engineering fees for any project work are not eligible for funding or use as matching share.

**Acquisition Projects:** Requests may be submitted to acquire State Register-listed properties that are imminently threatened with inappropriate alteration or destruction.

- **Capital Lease**

Provided that "essential" municipal services such as education were programmed in the building, all of the dollars needed to restore the Walpole Town House could be provided through this tax-exempt program.

States and local governments can enter into lease-purchase transactions for the use and acquisition of both real and personal property. Lease-purchase transactions offer state

and local governments several advantages. Because the transaction is a lease that can be cancelled annually without a continuing obligation (after returning the leased property), the transaction is not considered a debt under law. A portion of each lease payment applies towards purchase of the leased property and title to the leased property is normally transferred to the lessee at the end of the lease term without further payments. The transaction structure is very flexible. Transactions can be used to rent/acquire any type of equipment, land, buildings or a combination thereof. New buildings rented by lease-purchase can be located on land already owned by the state or local government leasing the new building. Existing buildings can be remodeled and refurbished or expanded using lease-purchase transactions. The monthly lease payments are fixed for the entire term of the lease. At its option, the lessee can purchase the leased property at any time during the term of the lease for a fixed amount set out in the lease-purchase agreement that declines over time as lease payments are paid.

#### **Transaction documents:**

- (1) Lease-purchase Agreement – An agreement between the Lessor and Lessee. The agreement provides for the use and ownership of the leased property by the state or local government. The agreement also establishes the amount of the lease payments, term of the lease (up to 30 years) and terms of the Lessee's option to purchase the leased property. Lease payments are generally paid monthly in arrears commencing at receipt of the leased property by the Lessee. The agreement specifically acknowledges that the Lessee's obligation to pay rent is limited to funds, if any, appropriated annually for this purpose by the Lessee's governing body.
- (2) Mortgage or Security Agreement – An agreement between the Lessor and the Lender under which, the Lessor borrows funds to construct or acquire the property to be leased to the state or local government. The agreement establishes the Lessor's 1) promise to repay the loan, 2) mortgages or otherwise encumbers the leased property, and 3) assigns the rents from the leased property to the Lender as security for repayment of the debt. The agreement authorizes the assignment of the mortgage by a trustee or escrow agent to one or more lenders. The agreement also sets out the terms of the loan, including the interest rate, and provides for pre-payment of the Lessor's debt. The state or local government is not a party to this agreement.

#### **Construction of New Buildings as the Leased Property:**

A loan is made to Lessor to construct, equip and pay the other costs of a new building. The Lessor constructs the building to the Lessee's specifications that are agreed to before starting construction. The Lessee does not begin to make lease payments until and if the building is completed to its specifications. The state or local government is not required to repay the loan, and its taxing authority is not pledged to repay the loan or payment of the lease. The Lessee's only obligation is to make the scheduled lease payments, operate and maintain the leased property subject to the Lessee's right to cancel the lease-purchase agreement annually.



**Voter Approval:**

In most states, voter approval of a lease transaction is not required for two important reasons. 1) A new or additional tax is not implemented as part of the lease; rather, the state or municipality must pay the lease payment out of existing tax revenues or from non-tax revenues, such as revenue received from operation of the leased property. 2) The obligation to make lease payments may be cancelled annual without penalty; therefore, a future legislature or municipal governing body is not obligated to appropriate funds to make lease payments.

- **JV Partnership**

As previously mentioned, one of the Committee's objectives was to determine ways in which Old Town Hall being converted to Walpole Town House can be rehabilitated to accommodate uses that would change the social and community dynamic of the Downtown without burdening taxpayers.

In addition to the cost of a total gut rehab of Old Town Hall, monies will be needed to fund its annual overhead and operational expenses. It is the opinion of the Committee that the Town should not incur the cost of a total rehab per schemes One and Two. However, due to significant deferred maintenance, monies will be needed to keep the building weather-tight to avoid further deterioration.

There is however, a means to accomplish everyone's objectives while preserving Walpole's most prominent landmark for the next 138 years. This would be accomplished through a partnership to be created that would include The Walpole Historic Commission (hereinafter "WHC") and a consortium of private development companies (hereinafter the "DC").

The Building and the land it sits on would be deeded over to the WHC who would become the Property's Trustees. The Trustees would then enter into a 99-year lease with the DC who would then assume the cost of redeveloping Old Town Hall per the plans or plans along the lines prepared by Mark Almeda Architects.

The DC would then secure the development rights for the three development parcels in the attached concept plan. The DC would also qualify for the aforementioned historic tax credits. The DC would also be responsible for the marketing and leasing of a newly-renovated Walpole Town House to commercial tenants who would enter into long-term leases, and also the management of the building.

As an incentive to the DC, and for the developments to proforma, the DC would receive a certain amount of land owned by the Town in order to have the size parcel on which to

develop four-level mixed use projects to include ground floor retail with a footprint to accommodate certain retail tenants that require square footage that they cannot presently find in the Downtown.

The Town would also create an overlay district favorable for development and thus making the three development parcels more marketable to a greater number of would-be qualified developers.

If structured correctly and creatively, which will need the “total support” of Town government, this would be a “win-win” for everyone, not the least of which would be The Walpole Town House.

Under this scenario, the Town would continue to own Walpole’s most significant landmark without the financial exposure that would be associated with such an enterprise.

# Walpole Town Center Development Options



## ➤ Disposition Options

- *What is in Town's Best Interest*

Given the significant investment needed to bring Old Town Hall back to its former glory, the Committee spent a significant amount of time discussing whether the Town should retain ownership of the property or sell it. The underlying questions was always, *"What is in the Town's Best Interest."*

Among the options considered were,

- Town to retain ownership and assume all financial responsibility. It would then need to make the necessary improvements, and redevelop the facility for a combination of commercial and cultural uses, including the removal of the drop ceiling and return the hall to its original condition in order to rent the facility for a variety of functions and activities that would generate the kind of revenues needed to support its debt service.
- Lease to a party willing to make the necessary investment to stabilize the property and increase its marketability. In consideration of the investment needed, The Town would grant "free rent" for a period of time in order for tenant to recoup their investment in a property they would not own.
- Town enters into a sale/leaseback arrangement under a tax-exempt financing program whereby purchaser assumes responsibility for all of the costs of the necessary improvements. Town uses the building for its purposes, and then regains ownership after 25-30 years. Under this program, since it is subject to annual appropriations, the extent of the Town's exposure at any given time is one year which mean considerably less "red ink" than what would be for a general obligation bond.
- Sell but impose deed restrictions to allay concerns expressed by many. It should be pointed out that the number and type of restrictions placed on the property would impact its value from a redevelopment perspective, thus generating a lower sale price.

## DISPOSITION OPTIONS

**Preface:** Should the Town opt to retain ownership of Old Town Hall, for any reuse other than municipal, the Committee recommends that an outside, professional and well-financed development company with a history and track record with redeveloping historic buildings to non-municipal use, assume total managerial control in order to achieve optimum operational and financial success.

**NOTE:** *The following are not to be construed as the Committee's ranking of the various options.*

ACTIONS:	Option #1: Retain Ownership	Option #2: Sale/Leaseback	Option #3: Master Lease	Option #4: Sale	Option #5: Sale w/ Expanded Development Rights
<b>DESCRIPTION:</b>	Town to retain ownership Town then hires leasing and management company to perform all functions.	Town enters into Sale/Leaseback w/ Purchase Option Using Tax-Exempt Financing.	Town enters into a long-term master lease with a developer who will in turn sub-lease to multiple sub-tenants.	Town sells property to private developer w/ specific deed restrictions and right-of-first refusal to purchase back.	Town sells property including the right to expand the current footprint to create maximum GLA.
<b>COSTS:</b>	Town assumes all re-hab and on-going operational costs and responsibilities.	Town would only be subject to annual appropriation. If it defaults on lease payments, bond holders take title to Property.	Scope of work to be done by each party would be negotiated. The term of the lease would be a minimum of 50 years.	Town would no longer have ownership of OTH	Town would no longer have ownership of OTH
<b>BENEFITS:</b>	Town retains ownership and controls fate of Old Town Hall	All monies needed to convert OTH into a modern-like, functional, efficient building, would come from bond holders.	Town would retain ownership of OTH while developer would assume the majority of the financial responsibility and have site control during the entire term of the lease.	Town does not assume the significant investment needed; can put deed restrictions in place to protect the building and historic elements; has a right of first refusal if Buyer defaults (although lender would be first in line). Property would be placed on tax roll which would create annual revenue stream; Town would also no longer have responsibility for operating expenses and costs associated with "deferred maintenance."	Town would derive a higher sale price, additional annual tax revenue, as well as eliminate responsibility for operating expenses and costs associated with "deferred maintenance."

## ➤ **Conclusions & Recommendations**

Given its historic, cultural and architectural significance and being Walpole's most recognized landmark, the Committee's greatest concern is the future of Walpole Town House. Being on the National Register provides certain protections but the Committee wants to assure that the Walpole Town House will remain the Town's focal point for many more generations to appreciate. As important a structure The Walpole Town House is, it will need the attention and support of many, and the Committee recommends that the Board of Selectmen establish an official organization to be named "*The Friends of Walpole Town House.*" Members would be Walpole residents and would serve in the capacity of Trustees.

- **Restrictions**

### Old Town Hall Deed Restrictions: Findings and Recommendations

On June 5, 2018, the Old Town Hall Reuse Committee appointed a Deed Restriction Subcommittee, with the directive to review the current preservation deed restriction for the Old Town Hall, and to make recommendations for further deed restrictions to be established.

To aid in the subcommittee's understanding of the existing preservation restrictions, Christine Cochrane had a conversation with Paul Holtz, Historical Architect for the Massachusetts Historical Commission.

The preservation restrictions are an agreement between the Commonwealth of Massachusetts, by and through the Massachusetts Historical Commission and the Town of Walpole. It is on file at the Norfolk County Registry of Deeds, as filed March 14, 2000.

The preservation restrictions apply to both exterior and interior alterations to the structure. Major alterations, as defined in the preservation restrictions, must be reviewed and approved by the Massachusetts Historical Commission, with the likely input of the Walpole Historical Commission as the MHC's local agent. Minor changes do not need review or approval, if they are part of "ordinary maintenance and repair." According to Mr. Holtz, major alterations can include changes to the functioning clock in the tower, and the Civil War plaques.

According to Mr. Holtz, the MHC's review process for major alterations is known as a Preservation Restriction Review. The MHC will typically need to review current photos of existing conditions, a proposal with a description of the proposed work, and designs and

plans. Flexibility is given to areas of the structure that will be altered to return them to their original state.

Mr. Holtz noted that he is generally supportive of efforts to improve, rehabilitate and reuse the structure, and is available to be contacted and to provide further guidance to the Committee. As part of the Agreement, the Town of Walpole also agreed to assume the total cost of “continued maintenance, repair and administration of the Premises so as to preserve the characteristics which contribute to the architectural, archaeological and historical integrity of the Premises in a manner satisfactory to the Mass. Historical Commission according to the Secretary of Interior’s ‘Standards for the Treatment of Historic Properties.’” A link for these standards can be found here: <https://www.nps.gov/tps/standards/treatment-guidelines-2017.pdf>

Mr. Holtz stated a building with this type of Preservation Restriction Agreement would be more difficult to sell to a private party, but it has been done in the past. Mr. Holtz also suggested if the reuse was to be municipal or nonprofit, that the Committee should consider the Massachusetts Preservation Projects Fund (MPPF) which is a state-funded 50% reimbursable matching grant program established in 1984 to support the preservation of properties, landscapes, and sites (cultural resources) listed in the State Register of Historic Places. Applicants must be a municipality or nonprofit organization. According to Mr. Holtz, an application for this structure would be roughly 30% easier because of the agreement already established.

The link for this program is: <https://www.sec.state.ma.us/mhc/mhcmppf/mppfidx.htm>

Paul Holtz’s contact information is: 617-722-8470 Ext. 347 / [paul.holtz@sec.state.ma.us](mailto:paul.holtz@sec.state.ma.us)

## **Recommendations: Historic Elements**

The Committee proposes the following recommendations of areas/items for further deed restrictions, particularly in the event that the building is sold to a non-municipal entity.

This is intended to be a broad “wish list,” as many of these items will reduce the resale value and also put significant burden on future owners. Ideally, all of these restrictions would be enacted on the structure.

- The historic mile marker on the front lawn of the building should remain intact in its present location or should be relocated to another town property or stored at the Historical Society.
- The two Civil War Plaques located on the first floor in the entrance hall should remain intact and maintained.

- The functioning 1881 clock and mechanism located in the tower should continue to be maintained on a day-to-day basis (meaning it would be wound and will display the correct time.)
- The weight chamber of the clock should be maintained in its original state.
- The exterior lights that illuminate the clock should remain and be maintained in working condition.
- The video camera/traffic control system should remain on the coupler platform and be accessible to Town Employees and or their agents.
- All plaques shall be kept in place and maintained.
- In the event of any remodeling, all hardware, doors, windows, wood and wood trim deemed original, should be retained and reused.
- The doors in the foyer should be maintained in their original state. All oak doors and hardware on first floor shall be preserved in their original location. Any restoration should be in keeping with the perceived original design and materials.
- The original balcony in the attic should be preserved and potentially restored.
- The two rooms with fireplaces should be restored and kept in place.
- The main double staircase should remain functional and woodwork should be maintained.
- The original jail cells which are quite rare and interesting should remain intact.
- All plans and proposed renovations and modifications should be reviewed and approved by the Massachusetts Historical Commission, the Walpole Historical Commission and the Board of Selectmen.
- The Town of Walpole should have access to the property with appropriate notice to include public access, on occasion, to the Civil War tablets (such as for the 300th Anniversary of Walpole, Memorial Day, and Veterans Day.)
  - The time capsule should be kept in place and made accessible for the Town's 300th Anniversary in 2024.



## Recommendations: Next Steps

The Board of Selectmen, realizing the need and the opportunity that could be created with the Old Town Hall, established the Re-Use Committee to come back to them and subsequently Town Meeting, with a plan that would return the building to its former glory days when it was the center of community life.

However, given the sensitivity and the sensibility in finding the right and most responsible decision for the people of Walpole, the Committee believes that as much effort it has put into this important assignment, that to make sure that no stone is left unturned, a Request for Proposals (RFP) seeking both new ideas and interest from as wide an audience as possible, would be the most prudent course of action. Therefore, at the March 20, 2019 meeting of the Old Town Hall Reuse Committee, the following motion was made and unanimously approved.

***“Recommend to the Board of Selectmen that the next course of action to be undertaken would be a Request for Proposal to be issued in order to expose Old Town Hall to the widest possible audience in hopes of attracting parties to come forward with potential uses and funding options to reactivate the building in the most advantageous way for the Town of Walpole.”***

In order to compete with cities, suburban communities such as Walpole, must find ways to retain and attract younger demographics. To do so, the Town needs to offer quality lifestyle amenities that create the kind of environment that people want in their community. Old Town Hall ushered in a new era for Walpole when first built in 1881. One hundred and thirty-eight years later, The Walpole Town House is now being called upon to be a catalyst for the redevelopment of Walpole’s downtown. Cultural and social institutions have always played a major role in the success of great communities. The challenge before the Reuse Committee was how to feasibly reprogram Old Town Hall to achieve what today’s consumers are looking for and what the Town needs. If done correctly, the Old Town Hall project can help achieve this, but at this point, a much deeper dive is needed. We have one bite at the apple left and we need to make sure we get it right.

Assuming the Board of Selectmen agree with the Committee’s recommendation of issuing a Request for Proposal to determine potential uses it has not thought of as well as reach out to the development community who have a successful track record with converting municipal buildings into profitable commercial facilities, the Committee has taken the first step in creating marketing collateral showcasing Walpole’s unique selling propositions, including a demographic analysis comparing Walpole to those suburban communities which have dynamic downtowns.

The following pages are elements of what would be included in the RFP.

# APPENDIX

**ZONING BYLAW  
USE TABLE**

**TOWN OF WALPOLE**

**SECTION 5B**  
**SCHEDULE OF USE REGULATIONS**

**Table 5-B.1. Use Table**

	RA	RB	GR	R	PSRC	B	CBD	HB	LM	IND	PARKING CODE
<b>1. PUBLIC, SEMI-PUBLIC / INSTITUTIONAL:</b>											
a. Church or other place of worship, parish house, rectory or convent.	A	A	A	A	A	A	A	A	A	A	6
b. Educational uses, which are protected under MGL c.40A, §3.	A	A	A	A	A	A	A	A	A	A	6
c. Library, museum, art gallery, or community building.	A	A	A	A	A	A	A	A	A	A	6
d. Private for profit school.	X	X	X	X	X	X	SPZ	SPZ	SPZ	SPZ	6
e. Charitable and philanthropic institutions.	A	A	A	A	A	A	A	A	A	A	4
f. Nursery school or other agency for the day care of children.	A	A	A	A	A	A	A	A	A	A	6
i. Small family daycare (in the home)											
ii. Large family daycare (in the home)											
g. Hospital and/or comprehensive health care system.	X	X	X	SPZ	X	SPZ	X	SPZ	SPZ	SPZ	3
h. Public administration building, fire or police station.	A	A	A	A	A	A	A	A	A	SPZ	6
i. Recreational or water supply use of a governmental agency.	A	A	A	A	A	A	A	A	A	A	6
j. Any use of a governmental agency not specifically set forth herein.	SPZ	SPZ	SPZ	SPZ	SPZ	SPZ	SPZ	SPZ	SPZ	SPZ	6
k. Private Club, Association or Lodge (but not including any use the chief activity of which is one customarily conducted as a business)	SPZ	SPZ	SPZ	SPZ	SPZ	A	A	SPZ	SPZ	SPZ	4
l. Any commercial recreational uses which go on after dusk or before dawn such as skateboard parks, tennis courts etc.	X	X	X	X	SPZ	SPZ	SPZ	A	A	SPZ	6
m. Any commercial recreational uses that do not go on after dusk or before dawn such as boat or canoe, livery, riding academy or stable, ski grounds, picnic grounds, bathing beach or recreation camp.	SPZ	SPZ	X	SPZ	A	SPZ	SPZ	A	A	SPZ	6
n. Heliport.	X	X	X	SPZ	X	X	X	SPZ	SPZ	SPZ	NA
o. Heliport for emergency hospital and police use but not for commercial use.	X	X	X	SPZ	SPZ	SPZ	X	SPZ	SPZ	SPZ	NA
p. Restroom and storage facilities, and/or concession stand to be operated by a governmental or nonprofit agency, accessory to a permitted recreational use.	SPZ	SPZ	SPZ	SPZ	SPZ	SPZ	SPZ	SPZ	SPZ	SPZ	NA
<b>2. AGRICULTURAL:</b>											
a. Orchard, market garden, nursery or other open use of the land for agricultural production. Special permits and prohibitions for this use shall apply only to parcels of two (2) or less contiguous acres.	A	A	SPZ	A	A	SPZ	SPZ	SPZ	SPZ	X	6

SECTION 5B  
SCHEDULE OF USE REGULATIONS

	RA	RB	GR	R	PSRC	B	CBD	HB	LM	IND	PARKING CODE
b. Building or structure used or maintained in connection with a permitted agricultural use of the land, or used for any other purpose of agricultural production. Special permits and prohibitions for this use shall apply only to parcels of less than (5) contiguous acres.	SPZ	SPZ	SPZ	A	A	SPZ	SPZ	SPZ	SPZ	X	6
c. Salesroom or stand for the sale of nursery greenhouse garden or other agricultural produce (including articles of home manufacture from such premises or made from produce so raised. Special permits and prohibitions for this use shall apply only to parcels of less than five (5) contiguous acres.	SPZ	SPZ	SPZ	SPZ	SPZ	A	A	SPZ	SPZ	X	6
<b>3. RESIDENTIAL:</b>											
a. Detached one-family dwelling	A	A	A	A	X	X	X	X	X	X	
b. Two-family detached dwelling if located on a lot having an area of at least twenty thousand (20,000) square feet and if connected to or to be connected at time of construction with the public sewer system.	X	X	SPZ	X	X	X	X	X	X	X	1
c. Three-family detached dwelling if located on a lot having an area of at least thirty thousand (30,000) square feet and if connected to or to be connected at the time of construction with the public sewer system.	X	X	SPZ	X	X	X	X	X	X	X	1
d. Dwelling for occupancy by more than three (3) families provided that:	X	X	SPZ	X	X	X	X	X	X	X	1
i. such dwelling is connected or is to be connected with the public sewer system at the time of construction;											
ii. such dwelling is located on a lot having an area of at least thirty thousand (30,000) square feet with an additional ten thousand (10,000) square feet for each dwelling unit in excess of three (3) to be accommodated; and											
iii. a fifty (50) foot buffer zone shall be required where the adjacent lot has a single-family dwelling or is a vacant lot.											
iii. If there is to be more than one (1) principle building on a lot, there shall be a minimum of 10,000 square feet of lot area per dwelling unit, regardless of how many buildings are on the lot or how many units are in a building.											
e. The conversion and/or use of a one-family dwelling existing on January 1, 1956, as a dwelling for not more than two (2) families provided that:	SPZ	SPZ	SPZ	SPZ	X	SPZ	SPZ	X	X	X	1

SECTION 5B  
SCHEDULE OF USE REGULATIONS

	RA	RB	GR	R	PSRC	B	CBD	HB	LM	IND	PARKING CODE
i. such dwelling is located on a lot having an area at least fifty (50%) percent larger than the minimum hereafter specified for the construction of a building in the same district.											
ii. no exterior enlargement is made which, together with any changes made during the preceding five (5) years, increases by more than twenty (20) percent the area of the dwelling;											
iii. no change is made in the external appearance and general aspect of such dwelling which alters its one-family character; and											
iv. the lot is able to support two (2) septic disposal systems if not connected to the public sewer system.											
f. The conversion and/or use of a one-family dwelling existing on January 1, 1956 as a dwelling for two families on a lot of not less than twenty thousand (20,000) square feet; provided that such dwelling is connected with the public sewer system.	X	X	SPZ	X	X	SPZ	SPZ	X	X	X	1
g. The use of a floor other than the ground floor or basement for dwelling units provided that such dwelling units are or will be connected to the public sewer at the time of construction. In a GR zone the requirements of Use Table Subsection 3.d (Dwelling for occupancy by more than three (3) families) must be met. The following conditions must also be met:	X	X	SPZ	X	X	SPZ	A	X	X	X	1
i. within CBD zones, the area used for dwelling units above the ground floor shall not exceed a gross floor area 3.5 times the total gross floor area dedicated to commercial use; and											
ii. within B zones, the area used for dwelling units above the ground floor shall not exceed a gross floor area 2.0 times the gross floor area of the ground floor.											
h. Bed and Breakfast, or tourist home provided that the building is connected or is to be connected to a public sewer system at the time of construction.	X	X	SPZ	X	X	A	SPZ	X	X	X	2

SECTION 5B  
SCHEDULE OF USE REGULATIONS

	RA	RB	GR	R	PSRC	B	CBD	HB	LM	IND	PARKING CODE	
<p>i. The use of a portion of a dwelling or of building accessory thereto as the workshop of a resident beautician, dressmaker, milliner, photographer, cabinetmaker, skate sharpener, radio repairman, or other person engaged in a customary home occupation, or as a place for incidental work and storage in connection with his off-premises trade by a resident builder, carpenter, electrician, painter, plumber or other artisan, or by a resident tree surgeon, landscape gardener, or similar person provided that:</p> <ul style="list-style-type: none"> <li>i. such use is clearly secondary to the use of the premises for dwelling purposes;</li> <li>ii. no trading in merchandise is regularly conducted except for the sale of products made by the resident himself or of parts or other items customarily maintained in connection with and incidental to its performance;</li> <li>iii. such use will not have a material adverse effect on the value of the land and buildings in the neighborhood;</li> <li>iv. the external appearance and general aspect of the building so used is in conformity with the residential character of the neighborhood; and,</li> <li>v. there is no outside display of goods or products, storage of materials of equipment, or any other outward evidence that the premises is being utilized for any purpose other than residential (except for an accessory sign as hereinafter provided).</li> </ul> <p>j. The use of a portion of a dwelling or of a building accessory thereto as the office of a doctor, dentist, optician, clergyman, lawyer, architect, engineer or other member of a recognized profession, or as a studio or office of an artist, musician, teacher, real estate or insurance agent residing on the premises subject to the conditions that:</p> <ul style="list-style-type: none"> <li>i. not more than one person other than residents of the premises is regularly employed thereon in connection with such use;</li> <li>ii. there is no outward evidence that the premises is being utilized for any purpose other than residential (except for an accessory sign as hereinafter permitted); and,</li> <li>iii. not more than four (4) persons are gathered at one time for the purpose of being instructed.</li> </ul>	SPZ	SPZ	SPZ	SPZ	X	A	A	A	A	A	6	

SECTION 5B  
SCHEDULE OF USE REGULATIONS

	RA	RB	GR	R	PSRC	B	CBD	HB	LM	IND	PARKING CODE
k. Lodging House, the letting of rooms or the furnishing of table board in a dwelling to not more than four (4) lodgers (whether regular or transient).	SPZ	SPZ	SPZ	SPZ	X	A	A	A	A	A	2
l. The raising or keeping of a small flock of poultry or a saddle horses, livestock, or other animals for private and noncommercial purposes.	A	A	A	A	A	X	X	X	X	A	6
m. The garaging or maintaining on any premises of a total of not more than three (3) motor vehicles (including not more than one commercial vehicle not in excess of two ton capacity), except in the case of a public or agricultural use.	A	A	A	A	A	A	A	A	A	X	6
n. The garaging or maintaining of more than three (3) automobiles or of more than one commercial vehicle, but only where in connection with a permitted main use on the same premises except in the case of an agricultural use.	SPZ	SPZ	SPZ	SPZ	SPZ	SPZ	SPZ	A	A	A	6
o. Reserved for future use											
p. Reserved for future use											
q. The garaging or maintaining of a trailer or semitrailer (as defined in Chapter 90 Section 1 of the General Laws) more than fifteen (15) feet in length; except for house trailers, motor homes, or recreational trailers, for not more than one (1) month in any consecutive twelve (12) month period.	A	A	A	A	A	A	A	A	A	A	6
r. Accessory where incidental to a permitted use, including the following: greenhouse, stable, tool shed, playhouse, tennis court, boathouse or other similar building or structure for domestic storage use.	A	A	A	A	A	A	A	A	A	A	6
s. Residential Care Continuum pursuant to Section 10-A	X	SPP	SPP	X	X	X	X	X	X	X	See Section 10-A
t. Reserved for Future Use											
u. Age Qualified Village pursuant to Section 10-C	X	SPP	SPP	X	X	SPP	X	SPP	SPP	X	See Section 10-C
v. Independent and Assisted Living pursuant to Section 10-B	X	X	SPP	X	X	SPP	X	X	SPP	X	See Section 10-B
w. Accessory In-Law Suites*	SPZ	SPZ	A	SPZ	X	X	X	X	X	X	10-B



SECTION 5B  
SCHEDULE OF USE REGULATIONS

	RA	RB	GR	R	PSRC	B	CBD	HB	LM	IND	PARKING CODE
<b>4. BUSINESS:</b>											
a. Retail Sales and Services less than 10,000 square feet.	X	X	X	X	X	A	A	A	A	A	4
b. Retail Sales and Services greater than or equal to 10,000 square feet but less than 20,000 square feet.	X	X	X	X	X	A	SPZ	A	A	A	4
c. Retail Sales and Services greater than or equal to 20,000 square feet.	X	X	X	X	X	SPZ	X	A	A	A	4
d. Showroom for building supplies (including plumbing, heating and ventilating equipment) with storage limited to floor samples only.	X	X	X	X	X	A	A	A	A	A	4
e. Salesroom for automobiles, boats, trailers, trucks, farm implements or machinery, with repair services (All vehicle storage areas must be paved and be equipped with gas traps. All vehicles will be required to park on paved Surfaces).	X	X	X	X	X	SPZ	X	SPZ	SPZ	SPZ	4
f. Bakeries, retail	X	X	X	X	X	A	A	A	A	A	4
g. Medical and dental laboratories dealing directly with the consumer.	X	X	X	X	X	A	A	A	A	A	4
h. Restaurant or similar place for the serving of food or beverages only to persons inside a completely enclosed building, subject to the condition that no live entertainment is regularly furnished.	X	X	X	X	X	A	A	A	A	A	4
i. Shop of a builder, carpenter, cabinetmaker, caterer, electrician, painter, paperhanger, plumber, sign painter or upholsterer with not more than five thousand (5,000) square feet of floor area per establishment used for work and storage.	X	X	X	X	X	A	A	A	A	A	3
j. Printing or publishing establishment, with not more than five thousand (5,000) square feet of floor area per establishment used for work and storage.	X	X	X	X	X	A	A	A	A	A	4
k. Business or professional office or agency, bank, or other financial institution.	X	X	X	X	X	A	A	A	A	A	4
l. Office of a doctor, dentist, optician, clergyman, lawyer, architect, engineer or other member of a recognized profession not a resident of the premises, or the studio or office of an artist, musician, teacher, real estate or insurance agent not a resident of the premises or a group of such offices.	X	X	SPZ	X	X	A	A	A	A	X	4
m. Funeral parlor or undertaking establishment.	X	X	SPZ	X	X	A	SPZ	A	A	X	3

**SECTION 5B**  
**SCHEDULE OF USE REGULATIONS**

	RA	RB	GR	R	PSRC	B	CBD	HB	LM	IND	PARKING CODE
n. Any of the following service establishments dealing directly with the consumer: barber or beauty shop, business or trade school, clothing rental establishment, coin operated or other self-service dry cleaning establishment, collection station for laundry or dry cleaning, dancing or music school, dressmaking or millinery shop, frozen food locker, hand or self service laundry, household appliance repair shop, interior decorating studio, meeting hall for hire, photographic studio, shoe or hat repair shop, typewriter repair shop.	X	X	X	X	X	A	A	A	A	A	4
o. Hotel or motel.	X	X	X	X	X	A	SPZ	A	A	X	2
p. Any of the following uses, if located in business district, which has an overall length of at least one thousand (1,000) feet, measured along the street on which the use has its principal access:											
i. outdoor dining area accessory to a restaurant or hotel on the same premises;	X	X	X	X	X	A	A	A	A	A	6
ii. drive-in or stand for the dispensing of food beverages, or goods from inside a building to persons standing or seated outside;	X	X	X	X	X	SPZ	SPZ	SPZ	X	X	6
iii. theater, bowling alley, dance hall or other indoor amusement; and,	X	X	X	X	X	A	A	A	A	A	6
iv. the regular furnishing of live entertainment at a restaurant or similar place.	X	X	X	X	X	A	A	A	A	A	6
q. Any of the following uses if located in business district which has an overall length of less than one thousand (1,000) feet, measured along the street on which the use has its principal access:											
i. outdoor dining area accessory to a restaurant or hotel on the same premises;	X	X	X	X	X	SPZ	SPZ	SPZ	SPZ	X	6
ii. drive-in or stand for the dispensing of food, beverages or goods from inside a building to persons standing or seated outside;	X	X	X	X	X	SPZ	SPZ	SPZ	SPZ	X	6
iii. theater, bowling alley, dance hall, or other indoor amusement; and	X	X	X	X	X	SPZ	SPZ	SPZ	SPZ	X	6
iv. the regular furnishing of live entertainment at a restaurant or similar place.	X	X	X	X	X	SPZ	SPZ	SPZ	SPZ	X	6

SECTION 5B  
SCHEDULE OF USE REGULATIONS

	RA	RB	GR	R	PSRC	B	CBC	HB	LIM	IND	PARKING CODE
r. Outdoor Commercial Amusement, including miniature golf, bumper cars, batting cage, go-cart track, driving range, and similar uses.	X	X	X	X	X	SPZ	X	A	A	A	6
s. Animal or veterinary hospital.	X	X	X	X	X	SPZ	SPZ	SPZ	A	A	6
t. Commercial kennel.	X	X	X	X	X	SPZ	SPZ	SPZ	A	A	6
u. Commercial greenhouse.	X	X	X	X	X	A	A	A	A	A	6
v. Automobile service station.	X	X	X	X	X	X	X	A	A	A	6
w. Automobile parking lots for which a fee is charged and those parking lots not covered by 5B.4.x.	X	X	X	X	X	A	SPZ	A	A	SPZ	NA
x. Automobile parking area for which no fee is charged, provided that such area is located on a lot in immediate proximity to a nonresidential district.	X	X	SPZ	X	X	A	A	A	A	SPZ	NA
y. Yard sales (household effects) to be held on not more than three (3) occasions during twelve (12) months, each sale to last no more than two (2) days.	A	A	A	A	A	A	A	A	A	A	NA
z. Any other retail business or service establishment, provided that such use is similar to the uses specifically permitted in these districts in general character and in effect on adjacent property and improvement (but not including any use specifically permitted herein in a less restricted district)	X	X	X	X	X	SPZ	SPZ	SPZ	SPZ	SPZ	6
aa. Accessory use incidental to a permitted main use, including such light manufacturing as is usual in connection therewith, subject to the conditions that: i. such manufacturing does not occupy an area exceeding fifty percent (50%) of the total floor area occupied by the main use; ii. the major portion of any products manufactured are to be sold at retail on the premises; and iii. not more than five (5) employees are regularly employed in such manufacturing (10,000) square feet.	X	X	X	X	X	A	SPZ	A	A	A	5
bb. Open display of goods for sale on the premises accessory to a permitted main use conducted in a completely enclosed building on the same premises, provided that uses are appropriately screened in accordance with all applicable Sections of the Zoning Bylaw. i. where total ground area devoted to such open display does not exceed ten percent (10%) of the ground area covered by said building. ii. where the ground area devoted to such open display does not exceed more than twenty-five percent (25%) of the ground area covered by the building. iii. where the total ground area devoted to such open display exceeds twenty-five percent (25%) of the ground area covered by said building.	X	X	X	X	X	A	A	A	A	A	6
	X	X	X	X	X	SPZ	SPZ	A	A	A	6
	X	X	X	X	X	X	X	A	A	A	6

SECTION 5B  
SCHEDULE OF USE REGULATIONS

	RA	RB	GR	R	PSRC	B	CBD	HB	LM	IND	PARKING CODE
cc. Any Adult Establishment defined in Section 14 of the Bylaw, provided that such use is not less than five hundred (500) feet from a residential district, school, religious institution, or day care facility or from any other adult bookstore or adult motion picture theatre or from any establishment licensed to sell alcoholic wine and malt beverages under the provisions of M.G.L. Chapter 138, Section 12.	X	X	X	X	X	X	X	X	X	SPZ	6
dd. Auto Body Repair Establishments for metal crating, auto body repair, auto body painting, paint spraying or interior customizing cars, trucks, and all types of motorized vehicles and automotive repair garages.	X	X	X	X	X	X	X	SPZ	SPZ	SPZ	4
ee. Any Medical Marijuana Facility defined in Section 14 of the Bylaw, provided that such use is no less than five hundred (500) feet from a parcel containing a school, religious institution, residence, licensed registered daycare facility, playground, park, recreation center, youth center or any established facility in which children commonly congregate under the provisions of Chapter 369 of the Acts of 2012 and 105 CMR 725.000.	X	X	X	X	X	X	X	X	X	SPZ	6
ff. Fitness Center.	X	X	X	X	X	A	A	A	A	A	6
<b>5. WHOLESALE, INDUSTRIAL:</b>											
a. Wholesale office or showroom with storage limited to floor samples only.	X	X	X	X	X	A	A	A	A	A	5
b. Truck terminal or motor freight station.	X	X	X	X	X	X	X	X	SPZ	A	6
c. Warehouse for the covered storage of materials, supplies, equipment, and manufactured products, whether or not produced on the premises.	X	X	X	X	X	X	X	A	A	A	5
d. Open or outside storage of materials, supplies, equipment and manufactured products in a storage yard completely screened from view at normal eye level from any street or any premises.	X	X	X	X	X	X	X	A	A	A	5
e. Coal elevator or gas storage tank, other than as an accessory use.	X	X	X	X	X	X	X	X	X	A	6
f. Plant for bulk storage of petroleum or petroleum products, Natural gas, and/or propane, provided however, that none of the Aforementioned products shall exceed 50,000 gallons of storage capacity (measured by the volume of water that could be stored in tanks).	X	X	X	X	X	X	X	X	X	SPZ	5

SECTION 5B  
SCHEDULE OF USE REGULATIONS

	RA	RB	GR	R	PSRC	B	CBD	HB	LM	IND	PARKING CODE
g. Establishment for the repair or storage of boats, trailers, trucks, farm implements, or machinery.	X	X	X	X	X	X	X	SPZ	SPZ	A	4
h. Plant for bulk processing of wood or lumber (such as a sawmill planing mill, or wood preserving plant).	X	X	X	X	X	X	X	X	SPZ	A	5
i. Brewery, manufacturing of all types of craft alcoholic beverages, including, but not limited to wine and malt beverages, not exceeding 15,000 barrels per year, may or may not contain a tasting room, restaurant or bar.	X	X	X	X	X	A	A	A	A	A	6
j. Shop of a builder, carpenter, cabinetmaker, caterer, electrician, painter, paperhanger, plumber, sign painter or upholsterer with more than five thousand (5,000) square feet of floor area per establishment used for work or storage.	X	X	X	X	X	X	SPZ	A	A	A	5
k. Printing or publishing establishment with more than five thousand (5,000) square feet of gross floor area per establishment used for work or storage.	X	X	X	X	X	SPZ	SPZ	A	A	A	5
l. Power laundry, dry cleaning or dyeing works, carpet or rug cleaning plant.	X	X	X	X	X	X	X	SPZ	A	A	5
m. Research, experimental or testing laboratory other than as an accessory to a permitted use.	X	X	X	X	X	X	SPZ	A	SPZ	A	5
n. Bakeries, Wholesale.	X	X	X	X	X	SPZ	SPZ	A	A	A	5
o. Plant for bottling or packaging but not including meat and fish products.	X	X	X	X	X	X	X	A	A	A	5
p. Heavy machinery (such as agricultural, construction, mining or railroad machinery), metal foundry products, or stone products (such as abrasives, monuments)	X	X	X	X	X	X	X	A	A	A	5
q. Plant for light metal or plastic fabrication or finishing, but not including heavy punch presses or drop hammers.	X	X	X	X	X	X	X	A	A	A	5
r. Plant for manufacturing of electrical or electronic devices, appliances, apparatus, or supplies.	X	X	X	X	X	X	X	A	A	A	5
s. Plant for manufacturing of medical, dental or drafting instruments or equipment optical goods, watches or other precision instruments or equipment.	X	X	X	X	X	X	X	A	A	A	5
t. Plant for manufacturing advertising displays, awnings or shades, beverages (nonalcoholic), brushes, books, candy clothing or other textile products, jewelry, ice, leather goods, textiles, toys or wood, paper, or glass products.	X	X	X	X	X	X	X	A	A	A	5
u. Accessory use incidental to a permitted main use.	X	X	X	X	X	SPZ	SPZ	A	A	A	5
v. Reserved for future use											
w. Reserved for Future Use											

Footnotes:  
 1. Outdoor dining subject to Limited Site Plan Review or Full Site Plan Review, as applicable.  
 2. If such use is located within the CBD it shall contain a restaurant.  
 3. Small and Large family daycare (in the home) facilities shall be subject to Limited Site Plan Review in accordance with Section 13 of the Zoning Bylaw, as well as all other applicable local, state and federal codes and regulations.  
 4. See Section 5-B.2. Accessory In-Law Suites.

# **RFP**

## **MARKETING COLLATERAL**

The following items would be included in the *Request-for-Proposals* marketing package





BOSTON

WORCESTER

★ WALPOLE

PLYMOUTH

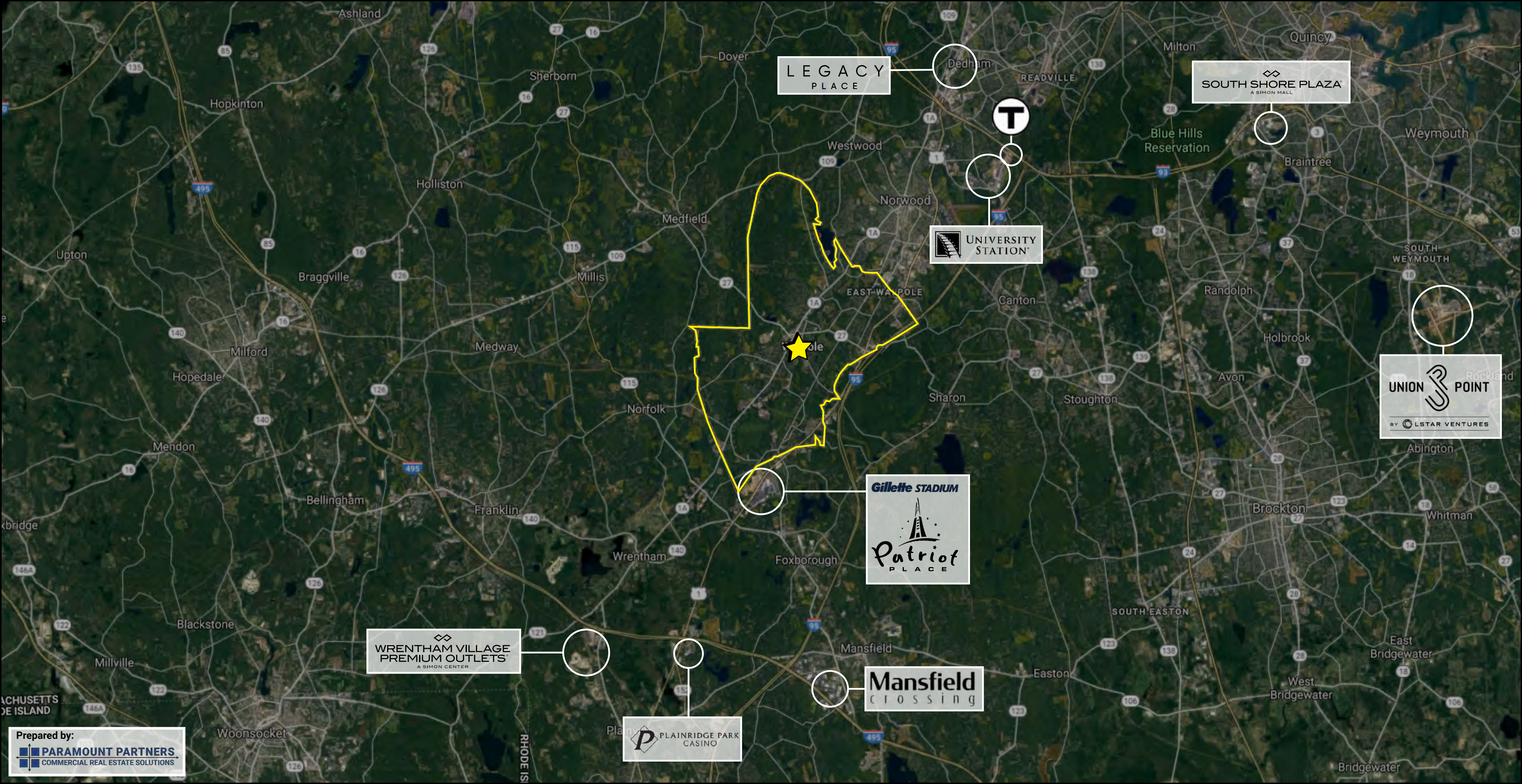
PROVIDENCE

Prepared by:

 **PARAMOUNT PARTNERS**  
COMMERCIAL REAL ESTATE SOLUTIONS







LEGACY PLACE

SOUTH SHORE PLAZA  
A SIMON MALL



UNIVERSITY STATION

UNION POINT  
BY LSTAR VENTURES



Gillette STADIUM  
Patriot PLACE

WRENTHAM VILLAGE PREMIUM OUTLETS  
A SIMON CENTER

Mansfield crossing

PLAINRIDGE PARK CASINO

Prepared by:  
PARAMOUNT PARTNERS  
COMMERCIAL REAL ESTATE SOLUTIONS



Walpole Train Station



192 Unit Mixed-Use Transit-Oriented Development (Under Construction)

152 Unit: Liberty Village Mixed-Use Development (Under Construction)

Walpole Town House (Subject)



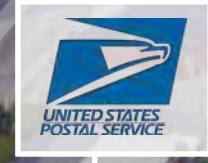
Main Street Shopping Center



Historical Society

Epiphany Church

Town Common



Fire Station



Main St. 1A

Front St.  
Common St.

United Church

Blackburn Hall

Stone Field/Spring Brook Park

Town Hall

Town Library

School St.

Joe Morgan Field

