

**Templeton Select Board**

**Virtual meeting streamed live on Youtube & TCTV**

**Wednesday, January 12, 2022, 6:30 p.m.**

**Agenda**

- 1. Call the Meeting to Order & Reading of Statutory Recording Notice**
- 2. Pledge of Allegiance**
- 3. Approval of Minutes of Prior Meetings:**
  - a. Meeting Minutes ~ 12.22.21**
  - b. Executive Session Minutes ~ 12.22.21**
- 4. Citizen Input**
- 5. New Business:**
  - a) Introductions of New Employees: Nancy Tyros, Assistant Town Accountant**
  - b) Appointments ~ none**
  - c) Introduction of Legislative Delegation**
  - d) Presentation RE: FY'22 Second Quarter Public Safety Report**
  - e) Presentation RE: FY'22 Second Quarter Public Works Report**
  - f) Update RE: Depot Pond Dam**
  - g) Action RE: Fire Union Contract, Local 5311**
  - h) Action RE: Budget Amendment**
  - i) Action RE: Wage & Compensation Study Project Amendment**
  - j) Action RE: Town Hall Mini-Split Contract Award**
  - k) Action RE: Expression of Interest (EOI) for FY23 MVP Action Grants**
  - l) Action RE: Public Records Access Guidelines**
- 6. Action RE: Old Business:**
- 7. Board Member and Administrator Comments & Reports**
- 8. Adjournment**

The listing of Agenda items is those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent it is permitted by law.

**THIS AGENDA IS SUBJECT TO CHANGE**

**Draft Motions – 01/12/22**

**3. Approval of Minutes of Prior Meetings:**

**a. Meeting Minutes ~ 12.22.21** ~ I move to accept the meeting minutes of 12/22/2021 as presented.

**b. Executive Session Minutes** ~ I move to accept the Executive Session minutes of 12/22/2021 as presented, and to be released to the public.

**4. Citizen Input**

**5. New Business:**

**a) Introductions of New Employees**

**b) Appointments ~ none**

**c) Introduction of Legislative Delegation**

**d) Presentation RE: FY'22 Second Quarter Public Safety Report**

**e) Presentation RE: FY'22 Second Quarter Public Works Report**

**f) Update RE: Depot Pond Dam**

**g) Action RE: Fire Union Contract, Local 5311** ~ I move to approve the agreement between the Town of Templeton and The Professional Firefighters of Templeton, Local 5311, International Association of Firefighters, AFL-CIO for January 1, 2022 to June 30, 2024 as presented and for the Board to sign.

**h) Action RE: Budget Amendment** ~ I move to approve the Budget Amendment 2022-2 as presented for the transfer of \$3,000 from the Select Board Inter Governmental account to the 1 department account as listed.

**i) Action RE: Wage & Compensation Study Project Amendment** ~ I move to approve the amendment to the Wage & Compensation Study Project proposed by the Principal of D.I. Jacobs Consulting Company as presented.

**j) Action RE: Town Hall Mini-Split Contract Award** ~ I move to award the contract for the Town Hall Mini-Split project to Performance Plumbing & Heating in the amount not to exceed \$14,288.00, and for the Town Administrator to sign the Contract and all associated documents.

**k) Action RE: Expression of Interest (EOI) for FY23 MVP Action Grants** ~ I move for the Town Administrator to apply for the FY23 MVP Action Grant and submit an Expression of Interest (EOI) form for said grant.

**l) Action RE: Public Records Access Guidelines** ~ I move to approve the Public Records Access Guidelines as presented.

**6. Action RE: Old Business:**

**7. Board Member and Administrator Comments & Reports**

**8. Adjournment** ~ I move to adjourn the open meeting.

**Approved 1/12/2022**

**Templeton Select Board  
Town Hall, 160 Patriots Road, East Templeton  
Wednesday December 22, 2021, 6:30 p.m.**

**Minutes of Meeting**

Present: Select Board: Mike Currie, Julie Richard (participating remotely via Zoom), Tim Toth, Terry Griffis, Jeff Bennett and Town Administrator, Adam Lamontagne.

- 1. **Call the Meeting to Order & Reading of Statutory Recording Notice**
- 2. **Pledge of Allegiance**
- 3. **Approval of Minutes of Prior Meetings:**

- a) **Meeting Minutes ~ a. Meeting Minutes** ~ Griffis moved to approve the minutes of 11.23.21 as presented; as seconded by Toth. Roll call: Currie: abstained; Toth: yes; Griffis: yes; Richard: abstained; Bennett: yes. **Motion carries 3-0-2.**

- Griffis moved to approve the minutes of 12.08.21 as presented; as seconded by Toth. Roll call: Currie: yes; Toth: yes; Griffis: yes; Richard: yes; Bennett: abstained. **Motion carries 4-0-1.**

- b. **Executive Session Minutes** ~ none

- 4. **Citizen Input**~ [see video](#)

- 5. **New Business:**

- a) **Introductions of New Employees:** none

- b) **Appointments ~ Cable TV Advisory Committee** ~ Currie moved to appoint as follows:

New Appointments	First Name	Last Name	Term	To Expire on
Cable TV Advisory Committee	Patricia	Gale	1 year	To fill unexpired term through 6/30/2022
	Hunter	Graves	1 year	To fill unexpired term through 6/30/2022

- ; as seconded by Toth. Roll call: Currie: yes; Toth: yes; Griffis: yes; Richard: yes; Bennett: yes. **Motion carries 5-0.**

- c) **Presentation RE: Capital Recommendations w/Advisory Committee** ~ Griffis moved to accept the FY'23 Capital Recommendations as presented; as seconded by Richard. Roll call: Currie: yes; Toth: abstained; Griffis: yes; Richard: yes; Bennett: yes. **Motion carries 4-0-1.**

- d) **Action RE: Request for ARPA Funds for Fire Station Fire Escape Project** ~ Currie moved to approve the use ARPA Funds for the difference above the previously approved funds in the amount of \$4,650.00 for the Fire Station Fire Escape Project; as seconded by Richard. Roll call: Currie: yes; Toth: yes; Griffis: yes; Richard: yes; Bennett: yes. **Motion carries 5-0.**

- e) **Action RE: Baldwinville Fire Station Fire Escape Contract Award** ~ Currie move to award the contract for the Fire Station Fire Escape project to DC Welding, Inc. in the amount not to exceed \$23,450.00, and for the Town Administrator to sign the Contract and all associated documents; as seconded by Richard. Roll call: Currie: yes; Toth: yes; Griffis: yes; Richard: yes; Bennett: yes. **Motion carries 5-0.**
- f) **Action RE: Opioid Settlement Participation~ Distributor/Johnson & Johnson** ~ Currie moved to enroll the Town of Templeton in the statewide settlements with Janssen, McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation and authorize the Town Administrator to execute the “Subdivision Settlement Participation Form – Distributor Settlement” and “Settlement Participation Form – J&J Settlement,” and to submit said forms to the State; as seconded by Richard.  
Roll call: Currie: yes; Toth: yes; Griffis: yes; Richard: yes; Bennett: yes. **Motion carries 5-0.**
- g) **Discussion RE: Depot Pond Dam** ~ The Board was presented with the current situation at Depot Pond Dam by Rich Curtis, Emergency Management Director, and Adam Lamontagne, Town Administrator. Representing Town Counsel during the discussion was Rian Rossetti. The Board’s legal options were discussed. Discussion with residents near the dam in the projected hazard zone occurred. There was consensus from the Board to serve a letter and associated documents in-hand to the property owner of the private dam and to discuss follow-up actions after the materials had been properly served.
- h) **Update RE: Ambulance Receipts Write-off** ~ Fire Chief Dickie gave an update on the progress being made toward separating out the Ambulance Receipts for the upcoming Fiscal Year.
6. **Action RE: Old Business:**
- a) **Action RE: Bylaw Change (J. Bennett)** ~ Bennett presented his suggested amendment to Chapter 9 of the General Bylaws to the Board. Currie moved to send for review to the suggested bylaw amendment to the Advisory Committee; as seconded by Richard. Roll call: Currie: yes; Toth: yes; Griffis: yes; Richard: yes; Bennett: yes. **Motion carries 5-0.**
- b) **Action RE: Extend Employment of Accountant (moved by the Chair until after Agenda Item 8)** ~ Currie moved to approve the extension of the Employment of the Town Accountant through FY22; as seconded by Bennett. Roll call: Currie: yes; Toth: yes; Griffis: yes; Richard: yes; Bennett: yes. **Motion carries 5-0.**
7. **Board Member and Administrator Comments & Reports** ~ [see video](#)
8. **Executive Session & Possible Action per MGL Ch. 30a; §21(a)-2, To conduct a strategy session in preparation for contract negotiations with nonunion personnel** ~ Currie moved to go into Executive Session per MGL Ch. 30a; §21(a)-2, to conduct a strategy session in preparation for contract negotiations with nonunion personnel and to come back into open session for Possible Action; as seconded by Griffis. Roll call: Currie: yes; Toth: yes; Griffis: yes; Richard: yes; Bennett: yes. **Motion carries 5-0.**  
The Board went into Executive Session at 8:51 p.m.  
The Board left Executive Session at 9:24 p.m.

**9. Adjournment** ~ Currie moved to adjourn the open meeting; as seconded by Griffis. Roll call: Currie: yes; Toth: yes; Griffis: yes; Richard: yes; Bennett: yes. **Motion carries 5-0.**

9:27 p.m. meeting adjourned.

Respectfully Submitted,  
Holly A. Young  
Recording Clerk

DRAFT

*This is a privileged and confidential document until the reasons of the Non-Public session are no longer relevant. It is not subject to release under FOIA or M.G.L. c. 30A, §22 until so voted by the Public Body.*

- Released in entirety by vote of the SelectBoard
- Released in redacted form by vote of the SelectBoard
- Not Released (due to exemption) by vote of the SelectBoard

Date:                    Initialed:  
 Date:                    Initialed:  
 Date:                    Initialed:

**Select Board Meeting**

**December 22, 2021**

**Executive Session Portion**  
(Entered at 8:51 p.m.)

**NON-PUBLIC MINUTES**

Present: Board of Selectmen: Mike Currie, Tim Toth, Terry Griffis, Julie Richard and Jeff Bennett; and Town Administrator, Adam Lamontagne. Absent: none.

**Executive Session per MGL Ch. 30a; §21(a)- 2, To conduct a strategy session in preparation for contract negotiations with nonunion personnel** ~ Currie moved to go into Executive Session per MGL Ch. 30a; §21(a)-2, to conduct a strategy session in preparation for contract negotiations with nonunion personnel and to come back into open session for Possible Action; as seconded by Griffis. Roll call: Currie: yes; Toth: yes; Griffis: yes; Richard: yes; Bennett: yes. Motion carries 5-0.

Discussion regarding the agreement with the Town Accountant being extended through June 30, 2022.

Toth moved to come out of Non-Public Executive Session as seconded by Richard. On a Roll Call; Diane Tim Toth-Yes, Terry Griffis-Yes, Julie Richard-Yes, Jeff Bennett-Yes, Mike Currie-Yes: The Motion carried.

The Board re-entered public session at 9:24 p.m.

On This Date of December 22, 2021.

Approved by Vote of the SelectBoard on the 12<sup>th</sup> day of January in the year of 2022, **to be released to the public.**

Respectfully Submitted,  
Holly A. Young, Recording Clerk



# Templeton Police Department

33 South Road • Templeton, Massachusetts 01468  
Phone 978-939-5638 • Fax 978-939-2042

## 2<sup>nd</sup> Quarter Report FY22

Just when you thought the 2<sup>nd</sup> Quarter of FY22 was going to bring a ray of hope the new COVID-19 variant, Omicron, started to sweep across the country and our community. Along with having to deal with the ongoing pandemic the department, as with all departments within the commonwealth, is dealing with the State's new Peace Officer Standards and Training (POST) Commission. POSTC is making sweeping changes to law enforcement as we know it, some well-deserved, while other changes are ill advised.

The Station Project – The HVAC issues are still troubling with little progress towards a final resolution. After having conversations with numerous third-party contractors there may be a need to contract a HVAC engineer to formulate a plan on how to properly address the many deficiencies with the current system.

The department is still waiting on delivery of our new police vehicle and ACO truck, but we have been advised that the vehicles should be delivered in early spring. All part-time/per diem officers have received their new bullet proof vests from our last Capital Planning request. Also, the department received the first nine portable radios of the proposed three phase upgrade project.

The department will be working on numerous projects during the 3<sup>rd</sup> Quarter of FY22 to include body worn cameras and a drone program. The BWC initiative was made possible by a grant award from the Commonwealth to purchase the equipment. While the drone program will be a joint initiative with the fire department. Both projects should prove to be valuable assets to the department and community alike.

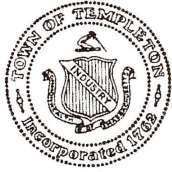
Department Activity Analysis from 10/01/2021 to 12/31/2021:

	1 <sup>st</sup>	2 <sup>nd</sup>
ACO	124	115
Arrests	13	14
Assist Another Agency	65	64
Incident/investigations	136	162
Restraining Orders	28	0
Parking Tickets	2	9
MV Citations	76	95
MV Accidents	32	26
FID/LTCs Issued	72	52
Police Calls for Service	3,990	4,283
Total Calls to Dispatch	5,787	6,029

Respectfully,

Michael R. Bennett  
Chief of Police





# Templeton Fire Department

2 School Street, Baldwinville, MA 01436 (978) 939-2222  
David T. Dickie Chief of Department

To: Board of Selectman

From: David Dickie, Fire Chief

Date: 01/06/2022

CC: Town Administrator, File

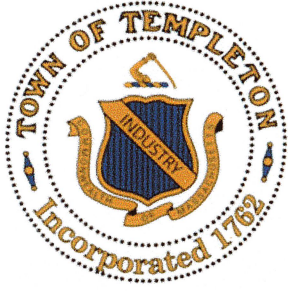
Topic: 1<sup>st</sup>. quarter report.

The 2nd quarter had a total of 324 emergency calls and 115 residential and commercial inspections.

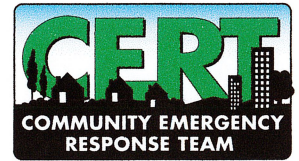
Fire Alarm Activation	34	Smoke investigation	6
Assist another Agency	1	Trash fire	1
Animal Rescue	1	Malicious False Alarm	0
Brush Fire	1	Water evacuation	1
Building Fire	1	Good intent call	6
Carbon Monoxide Alarm	5	Unauthorized Burning	3
Mutual Aid Cover Assignment	3	Electrical Issue	1
Dispatched Cancelled enroute	3	Cooking Fire	2
Electrical Problem	1	Trash Fire	1
EMS	235	HazMat	1
MVA with injuries	5	Technical Rescue	1
MVA no injures	10	MV vs Pedestrian	1

Respectfully Submitted

Chief David Dickie



Town of Templeton  
Office of Emergency Management  
1 Elm Street  
Baldwinville, MA 01436



Richard Curtis, EMD  
Michael Dickson, Deputy EMD  
Don Morin, Assistant Deputy EMD

24/7 Cell (978)580-6620  
Office (978)939-5140

TO: Select Board

RE: **2nd Quarter Report (FY22) – Templeton Emergency Management Agency**

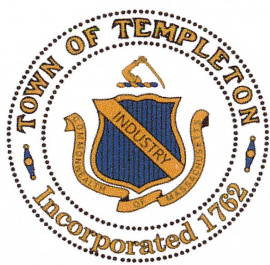
Date: January 5, 2022

During this quarter, Emergency Management was involved in the following;

- Attended Pre-Town Meeting via ZOOM.
- Sent in a 'pre-application' for MEMA's FY22 Local Hazard Mitigation Planning Pilot Program.
- Volunteered to be on an EMPG Work Group for MEMA.
- Attended a MEMA training on Event/Incident Action Plans via ZOOM.
- Attended several Select Board meetings via ZOOM.
- Depot Pond Dam issues kept us busy throughout the quarter...
- Applied for and was awarded a 2021 EMPG (\$2900.00).
- New MEMA area coordinator assigned to Northern Worcester County (Allen Phillips)

cc: Adam Lamontagne  
Holly Young

S.e.



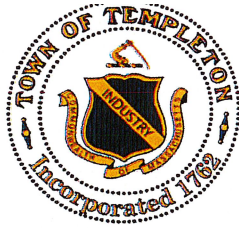
**TOWN OF TEMPLETON**  
**Department of Public Works**  
381 Baldwinville Road  
TEMPLETON, MASSACHUSETTS 01468  
TEL: (978) 939-8666

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**DPW – HIGHWAY DEPARTMENT – BUILDINGS AND GROUNDS DEPARTMENT**  
**QTR 2 FY 2022 REPORT**

**Highway Department:** We continue to have ongoing issues with the beavers this year. We had to make emergency repairs to culverts, and pavement on Royalston Road which had in part caused from the beaver issues. Our crews have been repairing many potholes. Cleaning out and repairing catch basins and clearing pipes. Cut trees, roadside brush cutting, chipping and cleanup. Second phase of signs have been put up, and crews are still going around maintaining existing signs. Stoney Bridge: Crews removed top layer and granite from bridge (saving the granite), banks were sloped with erosion control, rip rap to stabilize banking. Now water can free flow without any clogging of culvert. We are very pleased that our new trackless machine was delivered which will increase efficiency of sidewalk maintenance. Crews have been out plowing and treating roads as is deemed necessary. There were 4 Road Cut inspections, 1 Driveway inspection and 1 Trench permit inspection.

**Building and Grounds:** Several burials and flag duties were done. Assisted patrons with cemetery plot purchases, locating graves and understanding cemetery rules. Clean up and trash removal Pine Grove Cemetery, Greenlawn Cemetery, and Gilman Waite Field. Flat markers and foundations for upright stones installed. Mowing, weed whacking, and fall clean-up was done. Put away all unnecessary equipment for winter storage Took care of all the items that need to be stored for winter at the other buildings and grounds. We are very happy that the Town Administrator, along with the building and grounds Forman and cemetery commissioners were able to obtain a grant that is going to allow us to purchase cemetery specific software for mapping existing graves and maintaining additional changes with much more efficiency than our current process. Crews have been plowing and treating lots and walkways of town buildings as needed.



**TOWN OF TEMPLETON**  
**Select Board & Town Administrator's Office**  
160 Patriots Road ~ P.O. Box 620  
EAST TEMPLETON, MASSACHUSETTS 01438  
TEL: (978) 894-2755

5.f.

January 12, 2022

Mehdi Gabazyadeh, President  
American Tissue Mills of Massachusetts, Inc.  
5 Pheasant Run  
Great Neck, NY 11024

Re: Notice to Landowner of Dangerous Building Hearing—MGL c.139, §§1-3A

Dear Mr. Gabazyadeh:

The Town of Templeton received the attached Certificate of Non-Compliance and Dam Safety Order from the Massachusetts Office of Dam Safety regarding the dam located on your property at Exchange Street, Baldwinville, Massachusetts.

Be advised that in accordance with G.L. c. 139, §§ 1-3A, the Select Board will hold a hearing on Wednesday, January 26, 2022 to determine whether the dam is a nuisance or dangerous structure for the reasons presented in the report of the Office of Dam Safety and because of the observed danger to Town residents and property of the potential failure of the dam; and, if the dam is found to be a nuisance or dangerous, to prescribe its disposition, alteration, or regulation.

The Board will also consider any evidence you wish to present at the hearing.

The hearing will be held in person in the Conference Room at Templeton Town Hall, 160 Patriots Road, East Templeton, MA, and you may also participate virtually on Zoom by using the following link: [ ] Meeting  
Password: ].

Thank you in advance for your cooperation.

\_\_\_\_\_  
Adam Lamontagne  
Town Administrator

Cc: file



Town of Templeton  
Office of Emergency Management  
1 Elm Street  
Baldwinville, MA 01436



NOV 30 2021 PM 5:08

Richard Curtis, EMD  
Michael Dickson, Deputy EMD  
Don Morin, Assistant Deputy EMD

24/7 Cell (978)580-6620  
Office (978)939-5140

November 30, 2021

## Baldwin Water Supply Dam (aka: Depot Pond Dam)

As the Emergency Management Director for the Town of Templeton, I have deemed it necessary to make you aware of a potential dam failure issue concerning the Baldwin Water Supply Pond dam, (also known as Depot Pond Dam). This dam has been determined to be structurally deficient and in poor condition by engineering consultants of the State Department of Conservation and Recreation (DCR) / Office of Dam Safety (ODS). The DCR/ODS has been making attempts to notify the property owner(s) to rectify this issue but have so far been unsuccessful. (The DCR/ODS '**Certificate of Non-Compliance and Dam Safety Order**', that is being sent to the owner, is attached to this notice for your viewing.)

As you own or occupy property that is in an area determined to be 'down stream' of this dam should it breach, I am notifying you of this potential dam failure. The ODS stated in the Certificate of Non-Compliance and Dam Safety Order, that this dam has been classified as an **Intermediate Size, Significant Hazard Potential** structure, which may cause the loss of life and property damage in the event of dam failure.

The dam and spillway are being monitored by Emergency Management personnel on a regular basis. This matter will be discussed in depth with Templeton's Select Board at the December 22<sup>nd</sup> Select Board Meeting at 6.30pm. Should you have any questions concerning this matter, please attend this meeting, (in-person or TCTV on YOUTUBE). Any questions of immediate concern can be addressed to me at [rcurtis@templetonma.gov](mailto:rcurtis@templetonma.gov) or (978)580-6620.

Richard W. Curtis, EMD

cc: Adam Lamontagne, TA  
Templeton Selectboard Members  
EMD Files



**NOTE:** Adam will be having a meeting with Police Chief, Fire Chief, DPW, and Emergency Management regarding this.

Put In BoS Read File on

NOV 02 2021

Put In BoS Read File on

NOV 02 2021



October 8, 2021  
First Class Mail  
Certified Mail No. 7019 1120 0001 4693 1883  
Certified Mail No. 7019 1120 0001 4693 1906  
Certified Mail No. 7019 1120 0001 4693 1913  
Return Receipt Requested

Mehdi Gabazyadeh, President  
American Tissue Mills of Massachusetts, Inc.  
5 Pheasant Run  
Great Neck, NY 11024

Mehdi Gabayzadeh, President  
American Tissue Mills of Massachusetts, Inc.  
135 Engineers Road  
Hauppauge, NY 11788

American Tissue Mills of Massachusetts, Inc.  
Attn: Corporation Service Company  
84 State Street  
Boston, MA 02109

**Subject: CERTIFICATE OF NON-COMPLIANCE and DAM SAFETY ORDER**

<b>Dam Name:</b>	Baldwin Water Supply Dam
<b>Location:</b>	Templeton
<b>National ID No:</b>	MA00656
<b>Known Condition:</b>	Poor
<b>Hazard Potential:</b>	Significant
<b>Templeton Assessor's Reference:</b>	6-05-21
<b>Worcester South Registry of Deeds:</b>	Deed: Book 13271, Page 316 Plan: Book 646, Page 48

Dear Mr. Gabazyadeh:

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

COMMONWEALTH OF MASSACHUSETTS · EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS

Department of Conservation and Recreation  
180 Beaman Street  
West Boylston, MA 01583  
508-792-7423 508-792-7805 Fax  
[www.mass.gov/orgs/department-of-conservation-recreation](http://www.mass.gov/orgs/department-of-conservation-recreation)



Charles D. Baker  
Governor

Karyn E. Polito  
Lt. Governor

Kathleen A. Theoharides, Secretary,  
Executive Office of Energy & Environmental Affairs

Jim Montgomery, Commissioner  
Department of Conservation & Recreation

ODS records indicate that American Tissues Mills of Massachusetts, Inc. is the Owner of the Baldwin Water Supply Dam, National Inventory of Dams No. MA00656. ODS classifies the dam as an **Intermediate Size, Significant Hazard Potential** Structure. Significant Hazard Potential Dams are dams that may cause the loss of life and property damage in the event of dam failure.

On June 4, 2020, an inspection of the Baldwin Water Supply Dam was performed by ODS engineering consultants Fuss & O'Neill, Inc., at the expense of the Commonwealth. As a result of this inspection, the dam was determined to be **STRUCTURALLY DEFICIENT** and in **POOR** condition. The dam has been found to be in need of repair, breaching or removal to bring the dam into compliance with dam safety regulations.

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

- Dam downstream slope overgrown with trees and other vegetation
- Debris clogging the spillway and downstream channel
- Dam upstream slope overgrown with small trees and brush
- No functioning low-level outlet (LLO)
- Severe spalling, cracking and erosion of spillway concrete walls
- Low, bare eroded area on dam crest
- Seepage at multiple locations along downstream toe, collecting in a channel and flowing to the spillway outlet channel
- Burrowing animal activity
- No riprap protection of upstream dam face
- Potentially insufficient spillway capacity
- No Emergency Action Plan (EAP)
- No operation and maintenance (O&M) manual

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

As stated in the June 4, 2020 report, Baldwin Water Supply Dam is located on a small tributary of Otter River. A railroad embankment and State Road (Route 68) are located downstream of the dam between the dam and the Otter River, approximately 500 feet south of the dam. State Road is lower than the elevation where the downstream channel turns westward and enters the culvert beneath the railroad. Therefore, a dam break is likely to bypass the culvert and flood State Road and the residences in the vicinity. It appears that a failure of the dam at maximum pool may cause loss of life and damage homes, industrial or commercial facilities, secondary highways or railroads, or cause interruption of use or service of relatively important facilities.

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



## DAM SAFETY ORDER:

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

- 1) **Conduct Follow-up Inspections:** You shall complete follow-up visual inspections at six (6)-month intervals, conducted by a registered professional civil engineer qualified to conduct dam inspections, at your cost, until adequate repairs are made or the dam is adequately breached. You shall submit the first follow-up inspection to ODS no later than **November 8, 2021**.

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

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

- 2) **Conduct Phase II Inspection and Investigations.** You shall hire at your cost, a qualified registered professional engineer with dam engineering experience (engineer) to conduct a Phase II Inspection and Investigation of the dam to evaluate the structural integrity and spillway hydraulic adequacy of your dam and to develop/implement a plan to bring the dam into compliance with dam safety regulations by adequately repairing, breaching or removing the dam (see attached Phase II Investigation Outline).

- a. You shall commence the Phase II Inspection and Investigation no later than **January 8, 2022**. The Phase II Inspection and Investigation is to conform to the attached Phase II Investigation Outline. You are to, in a letter to ODS, no later than **December 24, 2021**, identify your selected engineer and inform ODS of the start date of the Phase II work.

- b. The Phase II Inspection and Investigation is to be completed, signed and stamped by your engineer and copies of the Phase II final report are to be delivered to ODS no later than **April 8, 2022**.

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

- 3) **Bring the dam into compliance and complete all repair, breach or removal work no later than April 2023.** With your Phase II submittal, you must also provide a proposed timeline to design, permit and construct the selected alternative to repair, breach or remove the dam. The selected alternative must be completed, and the dam brought into compliance with Dam Safety regulations, by **April 2023**.

Please note that before work can begin at the dam, a Ch. 253 Dam Safety permit application must be filed with our office for review. The permit application can be available on our website at the below provided link.

4) **Additional Requirements:**

- a. You shall furnish copies of all required submittals listed above via certified mail.
- b. In order to maintain compliance with the Commonwealth's Wetlands Protection Laws you may have to seek requisite approval from your local Conservation Commission in accordance with G.L. c. 131, §40. You are obligated to contact and maintain communication with the Templeton Conservation Commission and any other local, state or federal permitting agency to ensure compliance with the Wetlands Protection Act and any other regulatory requirements.
- c. You must inform the following parties about the condition of the dam and your developing plans to bring the dam into compliance with dam safety regulations: all abutters of the impoundment upstream; property owners within one-half mile downstream of the Baldwin Water Supply Dam; Central District, Division of Fisheries & Wildlife, 211 Temple St, West Boylston, MA 01583; Central Region, Department of Environmental Protection, 8 New Bond St, Worcester, MA 01606; Town Administrator, PO Box 620, East Templeton, MA 01438; Conservation Commission, 160 Patriots Rd, East Templeton, MA 01438; Emergency Management Director, 1 Elm St, Baldwinville, MA 01436; U.S. Department of the Army Corps of Engineers, New England District Regulatory Branch, 696 Virginia Rd, Concord, MA 01742.
- d. It is your responsibility to ensure that all applicable local, state and federal permitting agencies are properly notified of the condition of the dam and your developing plans to bring the dam into compliance with dam safety regulations.

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

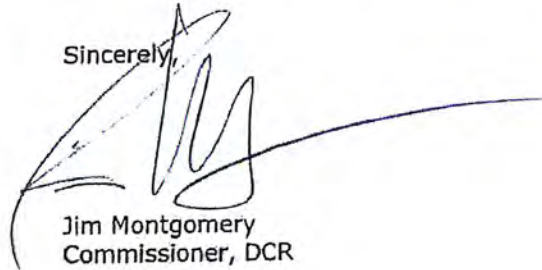
Nothing in this order releases the owner from the requirements of any prior Dam Safety Order issued for this dam.

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

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

Thank you for your cooperation.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jim Montgomery', with a long horizontal flourish extending to the right.

Jim Montgomery  
Commissioner, DCR

Enclosures: Phase II Inspection and Investigation Outline  
Poor Condition Dam Follow-up Inspection Form  
June 4, 2020 Phase I inspection report

CC: Senator Anne M. Gobi  
Representative Susannah M. Whipps  
Town Administrator  
Emergency Management Director  
Conservation Commission  
Additional City/Town  
Barbara Newman, U.S. Army Corps  
Central Region, DEP  
Tori Kim, Page Czépiga, MEPA  
Central District, DFW  
Rob Lowell, DCR  
William Salomaa, DCR  
Ariana Johnson, Esq., DCR  
Nick Wildman, DER

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

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

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

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

**Dam Name:**  
**Dam Owner:**  
**Nat. ID Number:**  
**Hazard Potential:**  
**Location of Dam (town):**  
**Coordinate location (lat, long):**  
**Date of Inspection:**  
**Weather:**

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

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

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

- I. **Previous Inspection date/Overall Condition:**
  - Date of most recent formal Phase I Inspection Report:
  - List the overall condition reported in most recent Phase I Inspection Report:
- II. **Previous Inspection Deficiencies:**
  - List identified deficiencies in the most recent Phase I Inspection Report:
- III. **Overall Condition of Dam at the Time of the Current Follow-up Inspection:**
  - a. State the current condition
  - b. Have conditions changed since the previous inspection? Yes or no.
- IV. **Comparison of Current Conditions to Condition Listed in Previous Phase I Inspection Report:**
  - a. Have any of the deficiencies listed in the previous Phase I Inspection Report worsened?
  - b. If yes, list the changes.
  - c. Are there any additional deficiencies that have been identified in the current inspection?
  - d. If yes, list the deficiencies and describe.

- V. **Dam Safety Orders:**
  - **List dam safety orders that have been issued to the dam owner pertaining to this dam.**
  
- VI. **Maintenance:**
  1. Indicate if there exists an operation and maintenance plan for the dam.
  2. Indicate if it appears the dam is being maintained.
  
- VII. **Recommendations:**
  
- VIII. **Other Comments or Observations:**
  
- IX. **Updated Site Sketch with Photo Locations:**
  
- X. **Updated Photos:**
  
- XI. **Copy of Locus Map from Phase I Report:**
  
- XII. **Other applicable attachment:**

*Baldwin Water Supply Dam*  
**PHASE I**  
INSPECTION / EVALUATION REPORT



Dam Name: Baldwin Water Supply Dam

NID ID#: MA00656

Owner: Unknown

Town: Templeton, MA

Consultant: Fuss & O'Neill, Inc.

Date of Inspection: June 4, 2020



FUSS & O'NEILL

## EXECUTIVE SUMMARY

The Baldwin Water Supply Dam is a Significant Hazard, Intermediate Size dam located on a tributary to the Otter River in Templeton, Massachusetts. The dam was visually inspected by Fuss & O'Neill, Inc. on June 4, 2020 and appeared to be in **Poor** condition.

The deficiencies or potential items of concern identified are as follows:

1. Dam downstream slope overgrown with trees and other vegetation
2. Debris clogging the spillway and downstream channel
3. Dam upstream slope overgrown with small trees and brush
4. No functioning low-level outlet
5. Severe spalling, cracking and erosion of spillway concrete walls
6. Low, bare eroded area on dam crest
7. Seepage at multiple locations along downstream toe, collecting in a channel and flowing to the spillway outlet channel
8. Burrowing animal activity
9. No riprap protection of upstream dam face
10. Potentially insufficient spillway capacity
11. No Emergency Action Plan (EAP)
12. No operation and maintenance (O&M) manual

The major recommendations offered are:

1. Remove trees, brush, and woody vegetation from all embankments and dam features to a distance of 20 feet. Remove stumps and roots from embankments, fill and compact the voids, and reestablish vegetative cover.
2. Install functioning low-level outlet with adequate capacity for draining the pond.
3. Perform hydrologic and hydraulic analyses to correctly size spillway.
4. Replace the existing spillway.
5. Fill the bare eroded crest area to maintain an even crest. Topsoil and seed.
6. Clear debris from the spillway and outlet channel.
7. Implement seepage investigation and perform analyses to determine the cause of the seepage. Monitor seepage regularly until it is corrected.
8. Provide riprap slope protection on upstream slope.
9. Develop an O&M manual
10. Develop an EAP



### Dam Evaluation Summary Detail Sheet

1. NID ID:	MA00656	4. Inspection Date:	June 4, 2020
2. Dam Name:	Baldwin Water Supply Dam	5. Last Insp. Date:	April 25, 2015
3. Dam Location:	Templeton, MA	6. Next Inspection:	June 4, 2025
7. Inspector:	Andrea Judge, PE		
8. Consultant:	Fuss & O'Neill, Inc.		
9. Hazard Code:	Significant	9a. Is Hazard Code Change Requested?:	No
10. Insp. Frequency:	5 Years	11. Overall Physical Condition of Dam:	POOR
12. Spillway Capacity (% SDF)	0-50% of the SDF or Unknown		
E1. Design Methodology:	1	E7. Low-Level Discharge Capacity:	1
E2. Level of Maintenance:	2	E8. Low-Level Outlet Physical Condition:	1
E3. Emergency Action Plan:	1	E9. Spillway Design Flood Capacity:	1
E4. Embankment Seepage:	3	E10. Overall Physical Condition of the Dam:	2
E5. Embankment Condition:	2	E11. Estimated Repair Cost:	\$637k-\$1,116k
E6. Concrete Condition:	2		

#### Evaluation Description

**E1: DESIGN METHODOLOGY**

1. Unknown Design – no design records available
2. No design or post-design analyses
3. No analyses, but dam features appear suitable
4. Design or post design analysis show dam meets most criteria
5. State of the art design – design records available & dam meets all criteria

**E2: LEVEL OF MAINTENANCE**

1. Dam in disrepair, no evidence of maintenance, no O&M manual
2. Dam in poor level of upkeep, very little maintenance, no O&M manual
3. Dam in fair level of upkeep, some maintenance and standard procedures
4. Adequate level of maintenance and standard procedures
5. Dam well maintained, detailed maintenance plan that is executed

**E3: EMERGENCY ACTION PLAN**

1. No plan or idea of what to do in the event of an emergency
2. Some idea but no written plan
3. No formal plan but well thought out
4. Available written plan that needs updating
5. Detailed, updated written plan available and filed with MADCR, annual training

**E4: SEEPAGE (Embankments, Foundations, & Abutments)**

1. Severe piping and/or seepage with no monitoring
2. Evidence of monitored piping and seepage
3. No piping but uncontrolled seepage
4. Minor seepage or high volumes of seepage with filtered collection
5. No seepage or minor seepage with filtered collection

**E5: EMBANKMENT CONDITION (See Note 1)**

1. Severe erosion and/or large trees
2. Significant erosion or significant woody vegetation
3. Brush and exposed embankment soils, or moderate erosion
4. Unmaintained grass, rodent activity and maintainable erosion
5. Well maintained healthy uniform grass cover

**E6: CONCRETE CONDITION (See Note 2)**

1. Major cracks, misalignment, discontinuities causing leaks, seepage or stability concerns
2. Cracks with misalignment inclusive of transverse cracks with no misalignment but with potential for significant structural degradation
3. Significant longitudinal cracking and minor transverse cracking
4. Spalling and minor surface cracking
5. No apparent deficiencies

**E7: LOW-LEVEL OUTLET DISCHARGE CAPACITY**

1. No low level outlet, no provisions (e.g. pumps, siphons) for emptying pond
2. No operable outlet, plans for emptying pond, but no equipment
3. Outlet with insufficient drawdown capacity, pumping equipment available
4. Operable gate with sufficient drawdown capacity
5. Operable gate with capacity greater than necessary

**E8: LOW-LEVEL OUTLET PHYSICAL CONDITION**

1. Outlet inoperative needs replacement, non-existent or inaccessible
2. Outlet inoperative needs repair
3. Outlet operable but needs repair
4. Outlet operable but needs maintenance
5. Outlet and operator operable and well maintained

**E9: SPILLWAY DESIGN FLOOD CAPACITY**

1. 0 - 50% of the SDF or unknown
2. 50-90% of the SDF
3. 90 - 100% of the SDF
4. >100% of the SDF with actions required by caretaker (e.g. open outlet)
5. >100% of the SDF with no actions required by caretaker

**E10: OVERALL PHYSICAL CONDITION OF DAM**

1. UNSAFE – Major structural, operational, and maintenance deficiencies exist under normal operating conditions
2. POOR - Significant structural, operation and maintenance deficiencies are clearly recognized under normal loading conditions
3. FAIR - Significant operational and maintenance deficiencies, no structural deficiencies. Potential deficiencies exist under unusual loading conditions that may realistically occur. Can be used when uncertainties exist as to critical parameters
4. SATISFACTORY - Minor operational and maintenance deficiencies. Infrequent hydrologic events would probably result in deficiencies.
5. GOOD - No existing or potential deficiencies recognized. Safe performance is expected under all loading including SDF

**E11: ESTIMATED REPAIR COST**

- Estimation of the total cost to address all identified structural, operational, maintenance deficiencies. Cost shall be developed utilizing standard estimating guides and procedures

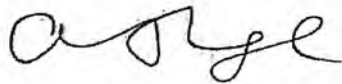
#### Changes/Deviations to Database Information since Last Inspection

## PREFACE

The assessment of the general condition of the dam reported herein was based upon available data and visual inspections. Detailed investigations and analyses involving topographic mapping, subsurface investigations, testing and detailed computational evaluations were beyond the scope of this report unless reported otherwise.

In reviewing this report, it should be realized that the reported condition of the dam was based on observations of field conditions at the time of inspection, along with data available to the inspection team.

It is critical to note that the condition of the dam depends on numerous and constantly changing internal and external conditions, and is evolutionary in nature. It would be incorrect to assume that the reported condition of the dam will continue to represent the condition of the dam at some point in the future. Only through continued care and inspection can there be any chance that unsafe conditions be detected.



*Licensed Professional's Signature\**

\* 302 CMR 10.00 requires inspecting engineers to be Commonwealth of Massachusetts Registered Professional Engineers with a Civil Engineering license with experience in dam safety inspections and engineering.

Andrea C. Judge, P.E.  
Fuss & O'Neill, Inc.  
Massachusetts License No.: 51068  
License Type: Civil



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**END OF REPORT**

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Figure 2:	Aerial Photograph
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Figure 4:	Dam and Downstream Area
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**APPENDICES**

**END OF REPORT**

Appendix A:	Photographs
Appendix B:	Inspection Checklist
Appendix C:	Previous Reports and References
Appendix D:	Definitions

## SECTION 1

### 1.0 DESCRIPTION OF PROJECT

#### 1.1 General

##### 1.1.1 Authority

The Massachusetts DCR Office of Dam Safety retained Fuss & O'Neill, Inc. to perform a visual inspection and develop a report of conditions for the Baldwin Water Supply Dam on a tributary to the Otter River, in the Town of Templeton, Worcester County, Massachusetts. This inspection and report were performed in accordance with MGL Chapter 253, Sections 44-50 of the Massachusetts General Laws as amended by Chapter 330 of the Acts of 2002.

##### 1.1.2 Purpose of Work

The purpose of this investigation was to inspect and evaluate the present condition of the dam and appurtenant structures in accordance with 302 CMR 10.07 to provide information that will assist in both prioritizing dam repair needs and planning/conducting maintenance and operation.

The investigation was divided into four parts: 1) obtain and review available reports, investigations, and data previously submitted to the owner pertaining to the dam and appurtenant structures; 2) perform a visual inspection of the site; 3) evaluate the status of an emergency action plan for the site and; 4) prepare and submit a final report presenting the evaluation of the structure, including recommendations and remedial actions, and opinion of probable costs.

##### 1.1.3 Definitions

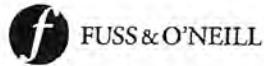
To provide the reader with a better understanding of the report, definitions of commonly used terms associated with dams are provided in Appendix D. Many of these terms may be included in this report. The terms are presented under common categories associated with dams which include: 1) orientation; 2) dam components; 3) size classification; 4) hazard classification; and 5) miscellaneous.

#### 1.2 Description of Project

##### 1.2.1 Location

The dam is located at latitude 42.60724 North and longitude 72.07229 West on a small tributary of the Otter River in Worcester County. The dam sits at the south edge of Depot Pond, north of a gravel parking area at the end of Exchange Street. The dam is approximately 200 feet from the street.

To reach the dam from Exit 20 off Route 2, take exit 20 and drive north on Baldwinville Road for 2.5 miles. Turn right onto Maple Street/US Rte. 202 N/MA 68 and drive 0.2 miles. Turn



right onto Exchange Street and drive to the gravel parking area adjacent to the railroad tracks at the end of the street. The dam will be 200 feet to the right along the railroad tracks.

#### 1.2.2 Owner/Caretaker

See Table 1.1 for current owner and caretaker data (names and contact information).

#### 1.2.3 Purpose of the Dam

The dam currently has no use.

#### 1.2.4 Description of the Dam and Appurtenances

The Baldwin Water Supply Dam is a 250-foot long earth embankment dam. The crest has a width of approximately 10 to 12 feet. The upstream and downstream embankments are approximately 3H:1V, except for a portion of the downstream slope adjacent to the left side of the spillway where a near vertical stone masonry wall supports the dam crest.

The spillway structure consists of an uncontrolled 6-foot wide concrete broad-crested weir. An open channel reportedly carries water from the pond to a 5-foot diameter culvert under Central Street and to another open channel before emptying into the Otter River. The dam has no active low-level outlet. An intake and apparent turbine chamber is present approximately 180 feet to the right of the spillway on the west shoreline of the impoundment. The intake does not appear to be functional and its purpose is not known.

The dam has a structural height of 9 feet, measured from the top of the concrete spillway training walls down to the invert of the spillway outlet channel, and a hydraulic height of approximately 7 feet.

#### 1.2.5 Operations and Maintenance

According to DCR records, ownership of the dam is uncertain. Previous reports name American Tissue Mills of Massachusetts as the owner, and thus responsible for maintenance of the dam.

#### 1.2.6 DCR Size Classification

Baldwin Water Supply Dam has been reported as having a maximum structural height of approximately 9 feet and a maximum storage capacity of 83 acre-feet. Therefore, in accordance with Department of Conservation and Recreation Office of Dam Safety classification, under Commonwealth of Massachusetts dam safety rules and regulations stated in 302 CMR 10.00 as amended by Chapter 330 of the Acts of 2002, Baldwin Water Supply Dam is an **Intermediate** size structure.

### 1.2.7 DCR Hazard Potential Classification

Baldwin Water Supply Dam is located on a small tributary of the Otter River. A railroad embankment and State Road (Rte. 68) are located downstream of the dam between the dam and the Otter River, approximately 500 feet south of the dam. State Road is lower than the elevation where the downstream channel turns westward and enters the culvert beneath the railroad. Therefore a dam break is likely to bypass the culvert and flood State Road and the residences in the vicinity.

It appears that a failure of the dam at maximum pool “may cause loss of life and damage home(s), industrial or commercial facilities, secondary highway(s) or railroad(s) or cause interruption of use or service of relatively important facilities.” Therefore, in accordance with Department of Conservation and Recreation classification procedures, under Commonwealth of Massachusetts dam safety rules and regulations stated in 302 CMR 10.00 as amended by Chapter 330 of the Acts of 2002, Baldwin Water Supply Dam is classified as a Significant hazard (Class II) dam. The Hazard Potential Classification recommendation is consistent with the Hazard Potential Classification on record with the Office of Dam Safety for Baldwin Water Supply Dam.

### 1.3 Pertinent Engineering Data

#### 1.3.1 Drainage Area

The drainage area for Baldwin Water Supply Dam is approximately 0.3 square miles and is almost completely contained within the Town of Templeton. A small portion of the watershed is in Winchendon. The drainage area was delineated using USGS StreamStats online software.

The watershed consists primarily of undeveloped land. There are no large impoundments located upstream of the Baldwin Water Supply Dam.

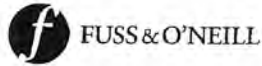
#### 1.3.2 Reservoir

See Table 1.1 for data about normal, maximum, and spillway design flood (SDF) pools. These data were calculated based on U.S. Army corps of Engineers Conic Method for Reservoir Values.

	Length (feet)	Width (feet)	Surface Area (acres)	Storage Volume (acre-feet)
Normal Pool	1,100	630	15.9	56
Maximum Pool	1,150	700	18.5	83

#### 1.3.3 Discharges at the Dam Site

There are no operating records for Baldwin Water Supply Dam.



### 1.3.4 General Elevations

From the 2009 Phase I Report (feet, USGS datum) –

A. Top of Dam	894.0
B. Spillway Design Flood Pool	No detailed H&H
C. Normal Pool	892.0
D. Spillway Crest	891.8
E. Upstream Water at Time of Inspection (Due to beaver debris)	893±
F. Downstream water at Time of Inspection	Not available
G. Low Point along Toe of the Dam	885.0

### 1.3.5 Main Spillway Data

A. Type	Uncontrolled broad-crested
B. Weir Length (ft)	6
C. Weir Crest Elevation	891.8
D. Upstream Channel	Unknown
E. Downstream Channel	885.0

### 1.3.6 Low-level Outlet Structure

The dam has no low-level outlet structure.

### 1.3.7 Design and Construction Records and History

No design or construction records are available for the dam.

### 1.3.8 Operating Records

There are no operating records available for the dam.

## 1.4 Summary Data Table

See Table 1.1, Summary Data Table, on the next page.



### 1.1 Summary Data Table

Required Phase I Report Data	Data Provided by the Inspecting Engineer
National ID #	MA00656
Dam Name	Baldwin Water Supply Dam
Dam Name (Alternate)	0
River Name	Otter River
Impoundment Name	Depot Pond
Hazard Class	Significant
Size Class	Intermediate
Dam Type	Earth embankment
Dam Purpose	None
Structural Height of Dam (feet)	9
Hydraulic Height of Dam (feet)	7
Drainage Area (sq. mi.)	0.3
Reservoir Surface Area (acres)	15.9
Normal Impoundment Volume (acre-feet)	56
Max Impoundment Volume ((top of dam) acre-feet)	83
SDF Impoundment Volume* (acre-feet)	Unknown
Spillway Type	Concrete broad crest
Spillway Length (feet)	6
Freeboard at Normal Pool (feet)	5
Principal Spillway Capacity* (cfs)	Unknown
Auxiliary Spillway Capacity* (cfs)	NA
Low-Level Outlet Capacity* (cfs)	Unknown
Spillway Design Flood* (flow rate - cfs)	100 yr/ Unknown
Winter Drawdown (feet below normal pool)	NA
Drawdown Impoundment Vol. (acre-feet)	NA
Latitude	42.60724
Longitude	72.07229
City/Town	Templeton
County Name	Worcester
Public Road on Crest	No
Public Bridge over Spillway	No
EAP Date (if applicable)	No EAP
Owner Name	Unknown
Owner Address	0
Owner Town	0
Owner Phone	0
Owner Emergency Phone	0
Owner Type	0
Caretaker Name	Unknown
Caretaker Address	0
Caretaker Town	0
Caretaker Phone	0
Caretaker Emergency Phone	0
Date of Field Inspection	6/4/2020
Consultant Firm Name	Fuss & O'Neill, Inc.
Inspecting Engineer	Andrea Judge, PE
Engineer Phone Number	401-529-0511

\*In the event a hydraulic and hydrologic analysis has not been completed for the dam, indicate "No H&H" in this table, recommendation section shall include specific recommendation to hire a qualified dam engineering consultant to conduct analysis to determine spillway adequacy in conformance with 302 CMR 10.00.

## SECTION 2

### 2.0 INSPECTION

#### 2.1 Visual Inspection

Baldwin Water Supply Dam was inspected on June 4, 2020. At the time of the inspection, the weather was sunny and the temperature was approximately 80° F with dry weather in the preceding days. The impoundment was raised approximately 12 inches due to accumulated beaver debris in the spillway and water was heard flowing through the blockage. Photographs to document the current conditions of the dam were taken during the inspection and are included in Appendix A. Underwater areas were not inspected. A copy of the inspection checklist is included in Appendix B.

##### 2.1.1 General Findings

In general, Baldwin Water Supply Dam appeared to be in Poor condition. The specific concerns are identified in more detail in the sections below:

##### 2.1.2 Dam

- **Abutments** – Abutment contact appears to be fair. An apparent sinkhole was noted at the right abutment, likely due to burrowing animal activity from the impoundment. The sinkhole was approximately 6 inches in diameter at the surface, and was probed to 30 inches toward the upstream side of the dam.
- **Upstream Face** – The upstream face is covered with small trees and brush. The trees obscured the view of the upstream side.
- **Crest** – The crest of the dam is covered with grass. A low eroded, bare area was observed near the center of the dam and at left side of the spillway. The low area is approximately 12 inches lower than the downstream side. A worn footpath is present along the centerline of a section of the crest.
- **Downstream Face** – The downstream face of the dam is covered with large and small trees and brush that obscured visual inspection. Seepage was observed at multiple locations along the toe of the embankment. The presence of the trees obscured the view of the downstream side of the dam.
- **Drains** – No drains were visible during the dam inspection.
- **Instrumentation** – There is no instrumentation installed at the dam.
- **Access Roads and Gates** – There are no access roads or gates associated with this dam. The dam is assessable by foot from a narrow dirt path off State Road/Route 68. The right side of the spillway may be accessible to a small all-terrain vehicle via the railroad track ballast, otherwise the only vehicular access is by rail.



### 2.1.3 Appurtenant Structures

- **Primary Spillway** – The primary spillway is nearly completely blocked by beaver debris and the weir is no longer visible. The impoundment was elevated by approximately 12 inches due to the accumulated debris. The concrete 6-foot spillway is severely damaged, characterized by broken concrete, spalling, and severe erosion in the visible areas. There is accumulated debris in the downstream channel that obscured view of the training walls. Visible portions of the downstream wall were severely scoured with iron oxide staining on the embankment to the left of the wall, and leakage was observed exiting the embankment. An area of crushed stone was placed on the embankment to the left of the spillway, apparently to restore a low area on the embankment. The crushed stone was not present at the previous 2019 Follow-up inspection
- **Low Level Outlet** – This dam does not have a functioning low-level outlet, a concrete chamber with an apparent vertical turbine shaft is present west of the dam. The inside of the chamber is full of floating trash. A steel frame that was erected on the concrete walls of the chamber was vandalized and toppled into the pond. The purpose of this structure is unknown.
- **Auxiliary/Emergency Spillway** – Baldwin Water Supply Dam does not have an emergency spillway structure.
- **Dikes** – There is no dike associated with this dam.

### 2.1.4 Downstream Area

The downstream area consists of a railroad embankment, Central Street, State Road (Rte. 68), and the Otter River (about 500 feet downstream of the dam).

The downstream channel reportedly carries flow to a 5-foot diameter culvert beneath Central Street before emerging into another open channel that drains to the Otter River. The channel immediately downstream of the spillway is clogged in multiple locations with debris.

### 2.1.5 Reservoir Area

The area immediately surrounding the impoundment is generally wooded with no development.

## 2.2 Caretaker Interview

The caretaker was not present during the inspection. The caretaker was not interviewed.

## 2.3 Operation and Maintenance Procedures

### 2.3.1 Operational Procedures

There are no formal operational procedures for Baldwin Water Supply Dam.

### 2.3.2 Maintenance of Dam and Operating Facilities

There are no formal written maintenance procedures for this dam. The dam is not maintained.

### 2.4 Emergency Warning System

No Emergency Action Plan is known to exist for this dam.

### 2.5 Hydrologic/Hydraulic Data

Baldwin Water Supply Dam is an **Intermediate** size, **Class II** (Significant) hazard structure and in accordance with MADCR regulations, the spillway design flood (SDF) for the site is the 100-year storm event.

No hydrologic and hydraulic (H&H) analysis is known to have been performed for assessing spillway adequacy for this dam. The spillway is small, but the watershed is also small, so it is not known if the spillway capacity is adequate to safely pass the 100-year SDF. The debris severely restricts flow through the only functioning outlet at the dam and as a result, the spillway does not appear to have adequate capacity due to the debris.

### 2.6 Structural and Seepage Stability

#### 2.6.1 Embankment Structural Stability

No embankment structural stability was performed as part of this assessment, and no design documents or geotechnical data were available for review. Based on the observable geometry of the dam, it does not appear that there is any instability that might be of concern at this time.

#### 2.6.2 Structural Stability of Non-Embankment Structures

No design calculations were available to review and no independent assessments were performed that would allow a formal structural stability analysis of the spillway structure or the downstream masonry wall. Based on the visual observations made during the inspection, the dam appears to be stable at the current time. However, the deterioration of the spillway is a concern for the future.

#### 2.6.3 Seepage Stability

Seepage was observed at several locations along the downstream toe of the dam, including enough flow to cause a channel to form that carries water across the toe of the dam to the spillway outlet channel. The channel was observed to be flowing during our inspection. It could not be determined if soil was being transported with the seepage. No boils or deltas were observed.

## SECTION 3

### 3.0 ASSESSMENTS AND RECOMMENDATIONS

#### 3.1 Assessments

The condition of Baldwin Water Supply Dam is Poor. The dam was found to have the following deficiencies:

1. Dam downstream slope overgrown with trees and other vegetation
2. Debris clogging the spillway and downstream channel
3. Dam upstream slope overgrown with small trees and brush
4. No functioning low-level outlet
5. Severe spalling, cracking and erosion of spillway concrete walls
6. Low, bare eroded area on dam crest
7. Seepage at multiple locations along downstream toe, collecting in a channel and flowing to the spillway outlet channel
8. Burrowing animal activity
9. No riprap protection of upstream dam face
10. Potentially insufficient spillway capacity
11. No Emergency Action Plan (EAP)
12. No operation and maintenance (O&M) manual

Previously identified deficiencies and major recommendations from prior inspection reports are summarized in the table below. The table also presents the present condition or resolution of the specified deficiencies and recommendations.

Since the previous inspection, the spillway has become nearly completely clogged with debris. Also since the previous inspection, an area of crushed stone was placed on the embankment to the left of the spillway, apparently to restore a low area behind the left spillway training wall. The crushed stone was not observed during the April 2019 Follow-up Inspection. During the April 2019 Follow-up Inspection, a fresh mound of unconsolidated, bare, granular fill was present. The granular fill was not observed during the current inspection and the crushed stone is now present in the same area.

Previously Identified Deficiency	Resolution or Current Condition
Poor embankment condition, uneven crest	Unresolved – Embankment is in poor condition, new evidence of burrowing animals observed at the right abutment, new crushed stone armor placed since the previous inspection on the left side of the spillway
Trees and Brush on upstream and downstream embankments	Unresolved – Dense vegetation remains on the upstream and downstream slopes
Spillway concrete is in poor condition	Unresolved – Spillway concrete is still in poor condition
Seepage observed at the embankment	Unresolved – Seepage continues uncontrolled on both sides of the spillway
Debris collecting in downstream channel	Unresolved and escalated – Debris was observed in several locations in the downstream channel. Since the previous inspection the spillway has become clogged with debris.
Lack of low-level outlet	Unresolved – No low-level outlet was identified during the inspection.
No O&M	Unresolved – An O&M has not been prepared.

The following recommendations and remedial measures generally describe the recommended approach to address current deficiencies at the dam. Prior to undertaking recommended maintenance, repairs, or remedial measures, the applicability of environmental permits needs to be determined for activities that may occur within resource areas under the jurisdiction of local conservation commissions, MADEP, or other regulatory agencies.

### 3.2 Studies and Analyses

The following studies or analyses are recommended to evaluate concerns and comply with current regulations.

- A detailed H&H analysis with survey should be completed by a qualified consulting engineer to confirm the potential for overtopping and the need for additional spillway capacity. A dam breach analysis could also confirm the Significant Hazard rating for the dam.
- An O&M manual should be developed and implemented for this dam. The O&M manual should contain explicit schedules and instructions for maintenance activities to be performed on the dam and its appurtenances, as well as operational procedures to be followed under both routine and flood conditions.
- An investigation of the seepage should be performed to assess the cause and develop a control strategy.
- An EAP should be prepared for this dam in accordance with the current Dam Safety Regulations.

### 3.3 Recurrent Maintenance Recommendations

The activities presented below should be undertaken on a regular or yearly basis by the dam owner/caretaker to improve the safety, maintenance, and operation of the dam. Typically these activities do not require engineering design.

- Remove debris from the spillway, approach, and discharge areas.
- Remove woody vegetation from the dam embankments.
- Mow and maintain a healthy cover of grass with a height of 3 to 12 inches.
- Continue Poor Condition Follow Up Inspections.

### 3.4 Minor Repair Recommendations

The following recommendations are intended to improve the overall condition of the dam but do not alter the current design of the dam. The recommendations will probably require assistance by a professional engineer and construction by a contractor experienced in dam construction or repair. A Chapter 253 permit may be required.

- Address sinkhole and deep animal borrow.
- Fill the low eroded area on the crest to provide uniform elevations. Topsoil and seed.
- Provide riprap slope protection on upstream slopes.

### 3.5 Remedial Modifications Recommendations

The following recommendations are intended to improve the overall condition of the dam but do not alter the current design of the dam. The recommendations will probably require assistance by a professional engineer and construction by a contractor experienced in dam construction or repair. A Chapter 253 permit may be required.

- Install functioning low-level outlet with adequate capacity for draining the pond.
- Remove all trees, stumps and brush from the dam and within 20 feet of the dam.
- Implement seepage control methods based on the results of the seepage investigation.
- Once the results of the H&H analysis are known, replace the existing spillway.

### 3.6 Alternatives

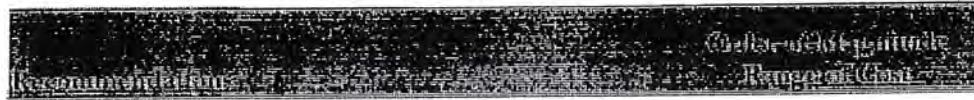
Dam removal should be considered an option for this dam based on its lack of purpose, condition, and hazard to the downstream area.

### 3.7 Opinion of Probable Construction Costs

The following conceptual order-of-magnitude opinions of cost have been developed for the recommendations and remedial measures noted above. Order-of-Magnitude opinions of cost are normally expected to be accurate within plus 50 percent to minus 30 percent, which is the range indicated. The costs shown herein are based on a limited investigation and are provided for general information only. They should not be considered an engineer's estimate, as construction costs may be less or considerably more than indicated.

Prior to commencing construction of repairs or maintenance activities, the owner/caretaker should contact the Office of Dam Safety and the local Conservation Commission to determine whether a permit is required. Consultation with a professional engineer familiar with the dam safety regulatory process is recommended to determine which other federal, state, and local permits may apply.





**Studies/Analyses/Manuals**

Detailed H&H analysis	\$9,000	-	\$18,000
Develop O&M manual	\$3,000	-	\$6,000
Seepage investigation	\$15,000	-	\$20,000
Develop EAP	\$4,000	-	\$6,000
<b>Subtotal:</b>	<b>\$31,000</b>	-	<b>\$50,000</b>
25% Contingency	\$8,000	-	\$13,000
<b>Total:</b>	<b>\$39,000</b>	-	<b>\$63,000</b>

**Yearly Recommendations**

Inspection and Monitoring	\$3,000	-	\$5,000
Regular Maintenance Activities	\$5,000	-	\$8,000
Review, Update, Exercise EAP	\$2,000	-	\$4,000
<b>Subtotal:</b>	<b>\$10,000</b>	-	<b>\$17,000</b>
10% Contingency	\$1,000	-	\$2,000
<b>Total:</b>	<b>\$11,000</b>	-	<b>\$19,000</b>

**Maintenance and Minor Repairs**

Fill sinkhole and animal burrow	\$3,000	-	\$6,000
Remove debris from the spillway	\$7,000	-	\$15,000
Fill low eroded area. Topsoil and seed	\$6,000	-	\$12,000
Provide riprap slope protection	\$30,000	-	\$40,000
<b>Subtotal:</b>	<b>\$46,000</b>	-	<b>\$73,000</b>
25% Contingency	\$11,000	-	\$18,000
<b>Total:</b>	<b>\$57,000</b>	-	<b>\$91,000</b>

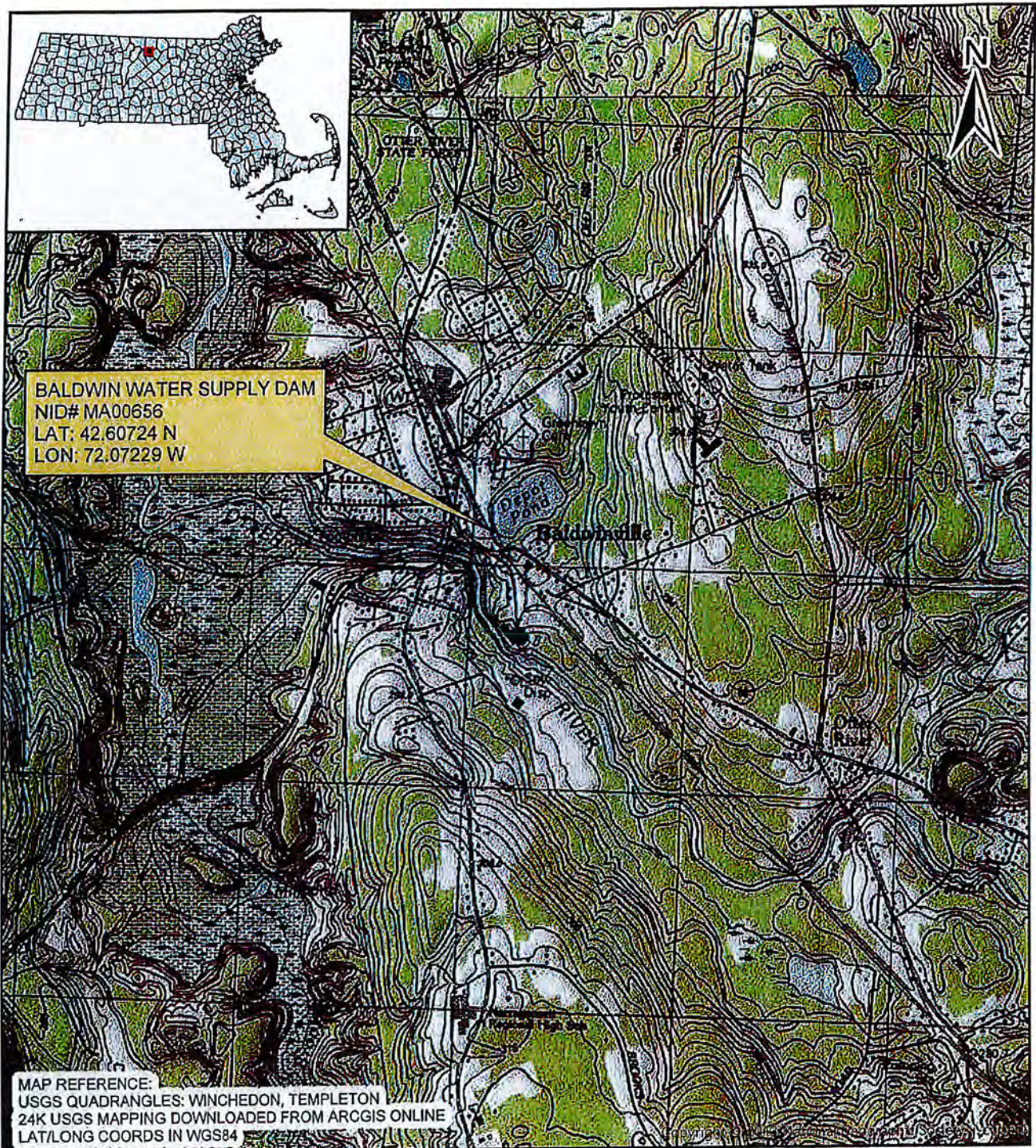
**Remedial Modifications**

Install functioning low-level outlet	\$60,000	-	\$150,000
Remove trees, stumps, brush	\$45,000	-	\$60,000
Replace spillway	\$150,000	-	\$200,000
Seepage control (assumes filter and toe drain)	\$80,000	-	\$150,000
Engineering, Permitting, Construction Administration	\$120,000	-	\$200,000
<b>Subtotal:</b>	<b>\$455,000</b>	-	<b>\$760,000</b>
25% Contingency	\$114,000	-	\$190,000
<b>Total:</b>	<b>\$569,000</b>	-	<b>\$950,000</b>

**Grand Total \$676,000 - \$1,123,000**

FIGURES

- Figure 1:** Locus Plan
- Figure 2:** Aerial Photograph
- Figure 3:** Drainage Area
- Figure 4:** Dam and Downstream Area
- Figure 5:** Site Sketch



MAY 2020 FIGURE 1

MASSACHUSETTS DEPT OF CONSERVATION & RECREATION

2,000 1,000 0 2,000 Feet

**LOCUS MAP**  
 BALDWIN WATER SUPPLY DAM

SCALE  
 HORZ: 1 INCH = 2,000 FEET  
 VERT:  
 DATUM  
 HORZ:  
 VERT: NGVD29

FUSS & O'NEILL

TEMPLETON, MASSACHUSETTS

I:\Assignment 1\Baldwin Water Supply Dam\BALDWIN WATER SUPPLY DAM.aprx



BALDWIN WATER SUPPLY DAM  
 NID# MA00656  
 LAT: 42.60724 N  
 LON: 72.07229 W

MAP REFERENCE:  
 USGS QUADRANGLES: WINCHEDON, TEMPLETON  
 AERIAL DOWNLOADED FROM MASSGIS  
 LAT/LONG COORDS IN WGS84

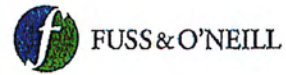
MAY 2020

FIGURE 2

100 50 0 100 Feet

MASSACHUSETTS DEPT OF CONSERVATION & RECREATION

SCALE  
 HORZ: 1 INCH = 100 FEET  
 VERT:  
 DATUM  
 HORZ:  
 VERT:

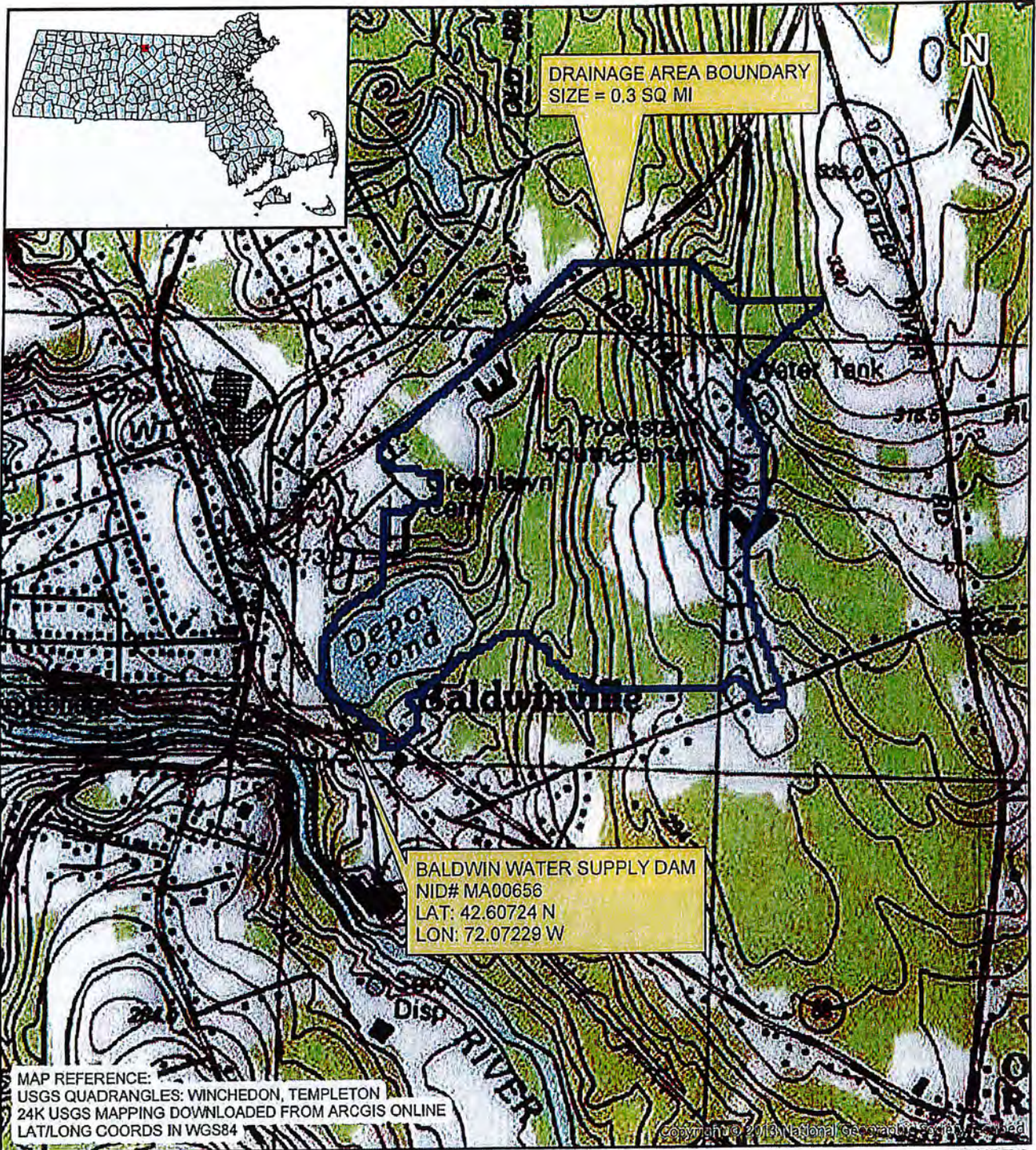


# AERIAL MAP

BALDWIN WATER SUPPLY DAM (MA03209)

TEMPLETON, MASSACHUSETTS

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MAP REFERENCE:  
 USGS QUADRANGLES: WINCHEDON, TEMPLETON  
 24K USGS MAPPING DOWNLOADED FROM ARCGIS ONLINE  
 LAT/LONG COORDS IN WGS84

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MAY 2020

FIGURE 3

1,000 500 0 1,000 Feet

MASSACHUSETTS DEPT OF CONSERVATION & RECREATION

## DRAINAGE AREA MAP

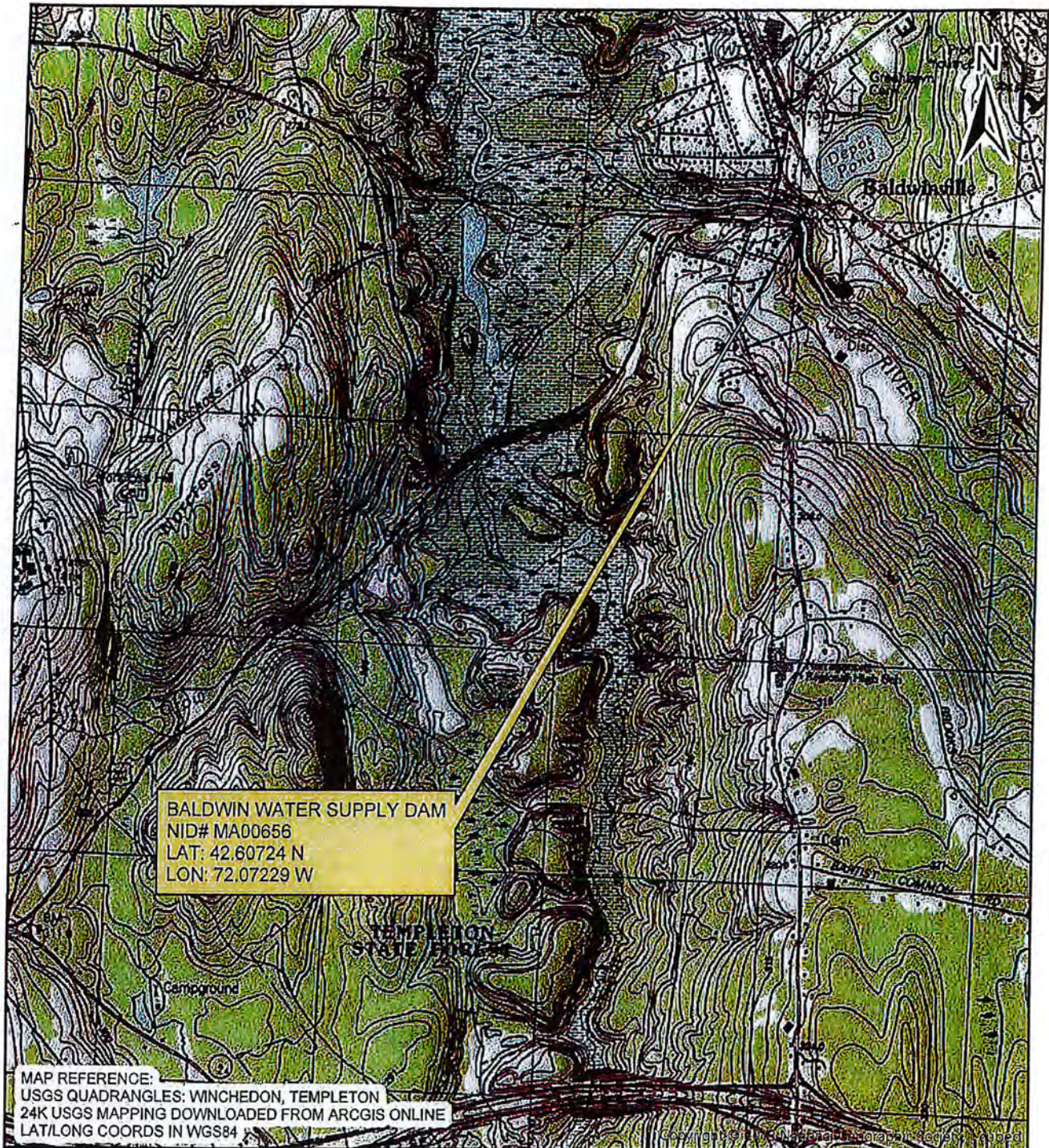
BALDWIN WATER SUPPLY DAM (MA00656)

SCALE  
 HORZ: 1 INCH = 1,000 FEET  
 VERT:  
 DATUM  
 HORZ:  
 VERT: NGVD29



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BALDWIN WATER SUPPLY DAM  
 NID# MA00656  
 LAT: 42.60724 N  
 LON: 72.07229 W

MAP REFERENCE:  
 USGS QUADRANGLES: WINCHEDON, TEMPLETON  
 24K USGS MAPPING DOWNLOADED FROM ARCGIS ONLINE  
 LAT/LONG COORDS IN WGS84

MAY 2020

FIGURE 4

2,000 1,000 0 2,000 Feet

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**DOWNSTREAM AREA MAP**  
 BALDWIN WATER SUPPLY DAM (MA00656)

SCALE  
 HORZ: 1 INCH = 2,000 FEET  
 VERT:

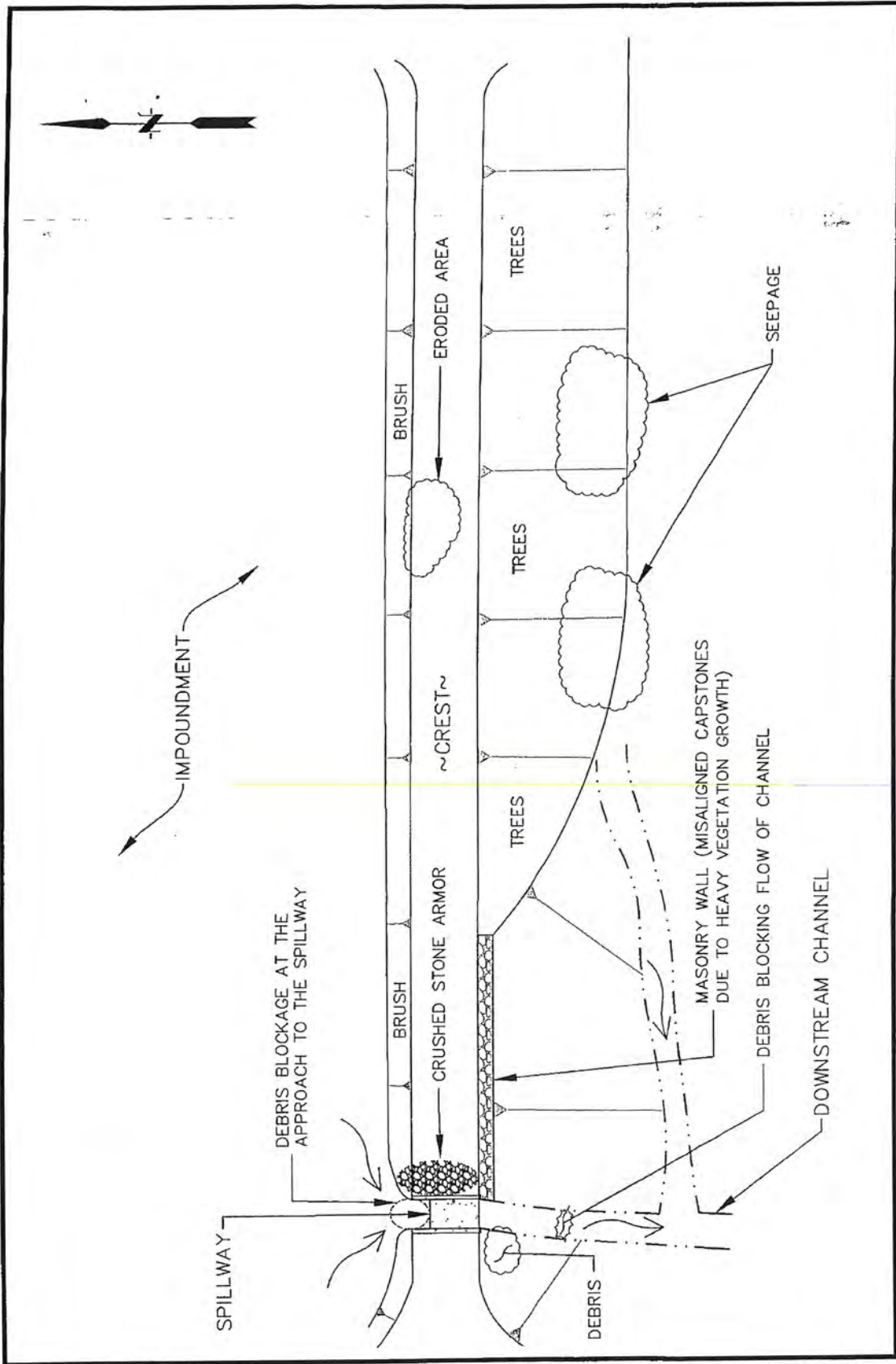
DATUM  
 HORZ:  
 VERT: NGVD29



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File Path: J:\DWG\2017\0356\050\CH\Plan\Assignment 1\Baldwin Water Supply\Baldwin Water Supply Figures.dwg Layout: FIG 5 (2) Plotted: Fri, June 26, 2020 - 12:30 PM User: latzaal  
 Plotter: DWG TO PDF.PC3 CTB File: PO.STB  
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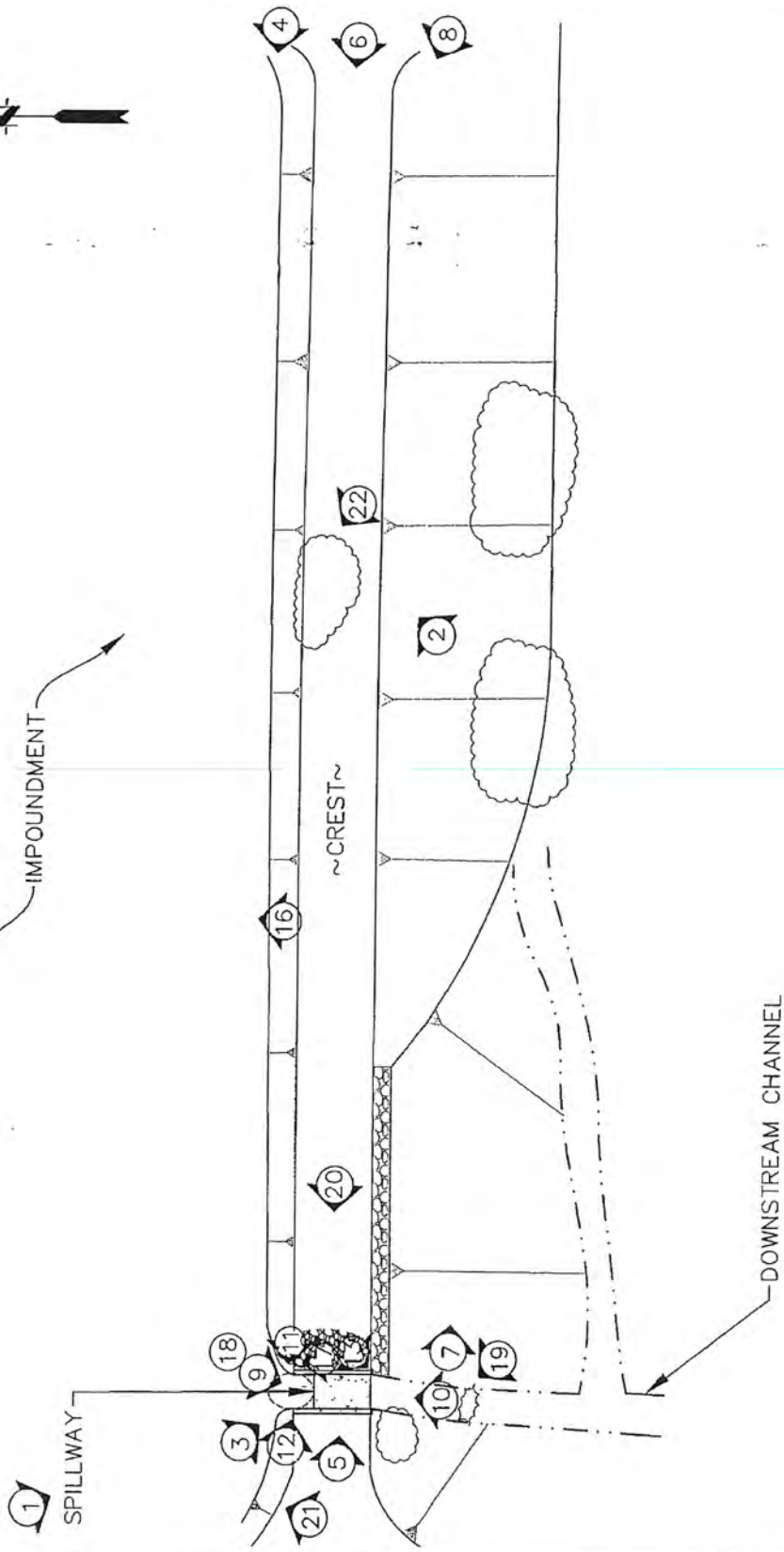
SCALE:	HORIZ.: NTS
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DATUM:	HORIZ.: NTS
	VERT.: NTS
GRAPHIC SCALE	
0	NTS

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MASSACHUSETTS DEPARTMENT OF CONSERVATION AND RECREATION  
 SITE SKETCH  
 BALDWIN WATER SUPPLY DAM (MA00656)  
 TEMPLETON MASSACHUSETTS

PROJ. No.: 20170916 A&B  
 DATE: 06/24/2020  
**FIG-5**

PHOTOS 14 AND 15 WERE TAKEN NORTH OF THE DAM SITE



PROJ. No.: 20170836\_A60  
DATE: 08/04/2020

**FIG-6**

MASSACHUSETTS DEPARTMENT OF CONSERVATION AND RECREATION  
PHOTO LOCATIONS  
BALDWIN WATER SUPPLY DAM (MA00656)

TEMPLETON MASSACHUSETTS

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SCALE	HORIZ.: NTS	VERT.: NTS
	DATUM:	
	HORIZ.:	VERT.:
	0	NTS
	GRAPHIC SCALE	



APPENDIX A  
Photographs



Photo 1: Overview of dam from upstream



Photo 2: Overview of dam from downstream



Photo 3: Overview of upstream face from right abutment



Photo 4: Overview of upstream face from left abutment



Photo 5: Overview of dam crest from right abutment



Photo 6: Overview of dam crest from left abutment



Photo 7: Overview of downstream face from spillway



Photo 8: Overview of downstream face from left abutment



Photo 9: Overview of spillway from upstream



Photo 10: Overview of spillway from downstream

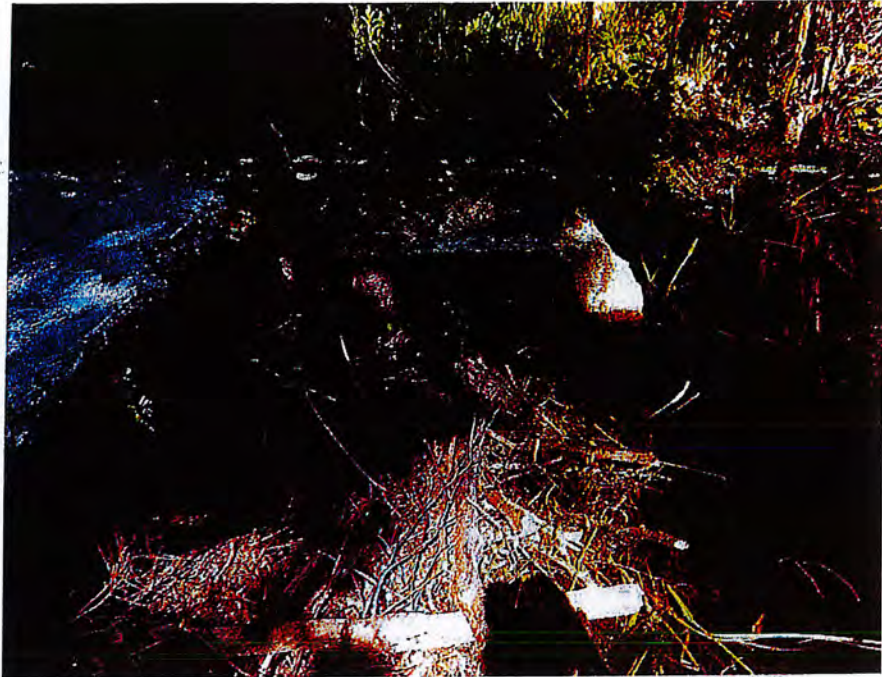


Photo 11: Overview of right training wall



Photo 12: Overview of left training wall



Photo 13: Overview of downstream channel



Photo 14: Overview of turbine chamber





Photo 15: Overview of turbine chamber



Photo 16: Overview of Reservoir



Photo 17: Deficiency – Scour at upstream slope



Photo 18: Deficiency – Debris blockage at the approach to the spillway



Photo 19: Deficiency – Leakage behind the left training wall



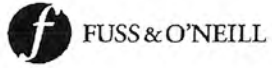
Photo 20: Deficiency – Settlement and area of crushed stone placed at the left side of the spillway



Photo 21: Deficiency – Animal burrow on the right abutment



Photo 22: Deficiency – Bare soil and low area at the middle of the dam




APPENDIX B  
Inspection Checklist

### DAM SAFETY INSPECTION CHECKLIST

NAME OF DAM: <u>Baldwin Water Supply Dam</u>		STATE ID #: <u>3-14-294-7</u>
REGISTERED: <input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	NID ID #: <u>MA00656</u>
STATE SIZE CLASSIFICATION: <u>Intermediate</u>		STATE HAZARD CLASSIFICATION: <u>Significant</u>
		CHANGE IN HAZARD CLASSIFICATION REQUESTED?: <u>No</u>
<u>DAM LOCATION INFORMATION</u>		
CITY/TOWN: <u>Templeton</u>		COUNTY: <u>Worcester</u>
DAM LOCATION: <u>State Road/Central Street</u> (street address if known)		ALTERNATE DAM NAME: <u>N/A</u>
USGS QUAD.: <u>Templeton</u>	LAT.: <u>42.60724</u>	LONG.: <u>72.07229</u>
DRAINAGE BASIN: <u>Connecticut</u>	RIVER: <u>Otter River</u>	
IMPOUNDMENT NAME(S): <u>Depot Pond</u>		
<u>GENERAL DAM INFORMATION</u>		
TYPE OF DAM: <u>Earth embankment</u>	OVERALL LENGTH (FT): <u>250</u>	
PURPOSE OF DAM: <u>None</u>	NORMAL POOL STORAGE (ACRE-FT): <u>56</u>	
YEAR BUILT: <u>Unknown</u>	MAXIMUM POOL STORAGE (ACRE-FT): <u>83</u>	
STRUCTURAL HEIGHT (FT): <u>9</u>	EL. NORMAL POOL (FT): <u>892.0</u>	
HYDRAULIC HEIGHT (FT): <u>7</u>	EL. MAXIMUM POOL (FT): <u>894.0</u>	
<u>FOR INTERNAL MADCR USE ONLY</u>		
FOLLOW-UP INSPECTION REQUIRED: <input type="checkbox"/> YES	<input type="checkbox"/> NO	CONDITIONAL LETTER: <input type="checkbox"/> YES <input type="checkbox"/> NO

# Inspection Summary

NAME OF DAM: <u>Baldwin Water Supply Dam</u>		STATE ID #: <u>3-14-294-7</u>	
INSPECTION DATE: <u>June 4, 2020</u>		NID ID #: <u>MA00656</u>	
<u>INSPECTION SUMMARY</u>			
DATE OF INSPECTION: <u>June 4, 2020</u>	DATE OF PREVIOUS INSPECTION: <u>April 25, 2015</u>		
TEMPERATURE/WEATHER: <u>Sunny, 80 F</u>	ARMY CORPS PHASE I: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	If YES, date _____	
CONSULTANT: <u>Fuss &amp; O'Neill, Inc.</u>	PREVIOUS DCR PHASE I: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	If YES, date <u>4/25/2015</u>	
BENCHMARK/DATUM: <u>USGS</u>			
OVERALL PHYSICAL CONDITION OF DAM: <u>POOR</u>	DATE OF LAST REHABILITATION: <u>Unknown</u>		
SPILLWAY CAPACITY: <u>0-50% of the SDF or Unknown</u>			
EL. POOL DURING INSP.: <u>893+/-</u>			
EL. TAILWATER DURING INSP.: <u>Not available</u>			
<u>PERSONS PRESENT AT INSPECTION</u>			
NAME	TITLE/POSITION	REPRESENTING	
Andrea Judge, PE	Project Manager	Fuss & O'Neill, Inc.	
<u>EVALUATION INFORMATION</u>			
Click on box to select E-code		Click on box to select E-code	
E1) TYPE OF DESIGN	1	E8) LOW-LEVEL OUTLET CONDITION	1
E2) LEVEL OF MAINTENANCE	2	E9) SPILLWAY DESIGN FLOOD CAPACITY	1
E3) EMERGENCY ACTION PLAN	1	E10) OVERALL PHYSICAL CONDITION	2
E4) EMBANKMENT SEEPAGE	3	E11) ESTIMATED REPAIR COST	\$637k-\$1.116k
E5) EMBANKMENT CONDITION	2	ROADWAY OVER CREST	NO
E6) CONCRETE CONDITION	2	BRIDGE NEAR DAM	NO
E7) LOW-LEVEL OUTLET CAPACITY	1		
NAME OF INSPECTING ENGINEER: <u>Andrea Judge, PE</u>		SIGNATURE: 	

NAME OF DAM: <u>Baldwin Water Supply Dam</u>	STATE ID #: <u>3-14-294-7</u>
INSPECTION DATE: <u>June 4, 2020</u>	NID ID #: <u>MA00656</u>
OWNER: ORGANIZATION <u>Unknown</u>	ORGANIZATION NAME/TITLE <u>Unknown</u>
NAME/TITLE <u>Unknown</u>	STREET <u>Unknown</u>
TOWN, STATE, ZIP _____	TOWN, STATE, ZIP _____
PHONE _____	PHONE _____
EMERGENCY PH. # _____	EMERGENCY PH. # _____
FAX _____	FAX _____
EMAIL _____	EMAIL _____
OWNER TYPE _____	
PRIMARY SPILLWAY TYPE <u>Concrete broad crest</u>	
SPILLWAY LENGTH (FT) <u>6</u>	SPILLWAY CAPACITY (CFS) <u>Unknown</u>
AUXILIARY SPILLWAY TYPE <u>NA</u>	AUX. SPILLWAY CAPACITY (CFS) <u>NA</u>
NUMBER OF OUTLETS <u>None</u>	OUTLET(S) CAPACITY (CFS) <u>Unknown</u>
TYPE OF OUTLETS <u>NA</u>	TOTAL DISCHARGE CAPACITY (CFS) <u>Unknown</u>
DRAINAGE AREA (SQ MI) <u>0.3</u>	SPILLWAY DESIGN FLOOD (PERIOD/CFS) <u>100 yr/ Unknown</u>
HAS DAM BEEN BREACHED OR OVERTOPPED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, PROVIDE DATE(S) <u>Unknown, but evidence of prior overtopping</u>
FISH LADDER (LIST TYPE IF PRESENT) <u>None</u>	
DOES CREST SUPPORT PUBLIC ROAD? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, ROAD NAME: _____
PUBLIC BRIDGE WITHIN 50' OF DAM? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, ROAD/BRIDGE NAME: _____
	MHD BRIDGE NO. (IF APPLICABLE) _____



NAME OF DAM: Baldwin Water Supply Dam STATE ID #: 3-14-294-7  
 INSPECTION DATE: June 4, 2020 NID ID #: MA00656

**EMBANKMENT (CREST)**

AREA INSPECTED	CONDITION	OBSERVATIONS	NO ACTION	MONITOR	REPAIR
CREST	1. SURFACE TYPE	Grass, bare soil			X
	2. SURFACE CRACKING	None observed	X		
	3. SINKHOLES, ANIMAL BURROWS	None observed on dam, animal burrow and sinkhole noted on right abutment	X		
	4. VERTICAL ALIGNMENT (DEPRESSIONS)	Low, eroded area near center of dam crest (12" lower than the downstream side) and at left side of the spillway, worn footpath.			X
	5. HORIZONTAL ALIGNMENT	Fair	X		
	6. RUTS AND/OR PUDDLES	Low area near center			X
	7. VEGETATION (PRESENCE/CONDITION)	Bare at low point in center of dam, bare crushed stone on left side of spillway			X
	8. ABUTMENT CONTACT	Fair, 6" dia, 3.5' deep sinkhole due to burrowing animal at the right abutment	X		

ADDITIONAL COMMENTS: Area of crushed stone placed on the left side of the spillway was not present at the previous 2019 Follow-up inspection.

\_\_\_\_\_

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NAME OF DAM: Baldwin Water Supply Dam STATE ID #: 3-14-294-7  
 INSPECTION DATE: June 4, 2020 NID ID #: MA00656

**EMBANKMENT (D/S SLOPE)**

AREA INSPECTED	CONDITION	OBSERVATIONS	NO ACTION	MONITOR	REPAIR
D/S SLOPE	1. WET AREAS (NO FLOW)	Along the downstream toe			X
	2. SEEPAGE	Along the downstream toe			X
	3. SLIDE, SLOUGH, SCARP	None observed	X		
	4. EMB.-ABUTMENT CONTACT	Fair	X		
	5. SINKHOLE/ANIMAL BURROWS	None observed	X		
	6. EROSION	Seepage eroding a channel along downstream toe			X
	7. UNUSUAL MOVEMENT	None observed	X		
	8. VEGETATION (PRESENCE/CONDITION)	Heavy trees and brush, obscured visual inspection			X

ADDITIONAL COMMENTS: \_\_\_\_\_  
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NAME OF DAM: Baldwin Water Supply Dam STATE ID #: 3-14-294-7

INSPECTION DATE: June 4, 2020 NID ID #: MA00656

**EMBANKMENT (U/S SLOPE)**

AREA INSPECTED	CONDITION	OBSERVATIONS	NO ACTION	MONITOR	REPAIR
U/S SLOPE	1. SLIDE, SLOUGH, SCARP	None observed, vegetation obscured view	X		
	2. SLOPE PROTECTION TYPE AND COND.	None	X		
	3. SINKHOLE/ANIMAL BURROWS	None observed	X		
	4. EMB.-ABUTMENT CONTACT	Fair	X		
	5. EROSION	Erosion of upstream embankment at low area on crest			X
	6. UNUSUAL MOVEMENT	None observed	X		
	7. VEGETATION (PRESENCE/CONDITION)	Brush and small trees, obscured view of the slope			X

ADDITIONAL COMMENTS:

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NAME OF DAM: Baldwin Water Supply Dam STATE ID #: 3-14-294-7  
 INSPECTION DATE: June 4, 2020 NID ID #: MA00656

**INSTRUMENTATION**

AREA INSPECTED	CONDITION	OBSERVATIONS	NO ACTION	MONITOR	REPAIR
INSTR.	1. PIEZOMETERS	No instrumentation at this dam			
	2. OBSERVATION WELLS				
	3. STAFF GAGE AND RECORDER				
	4. WEIRS				
	5. INCLINOMETERS				
	6. SURVEY MONUMENTS				
	7. DRAINS				
	8. FREQUENCY OF READINGS				
	9. LOCATION OF READINGS				

ADDITIONAL COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
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NAME OF DAM: Baldwin Water Supply Dam STATE ID #: 3-14-294-7

INSPECTION DATE: June 4, 2020 NID ID #: MA00656

**DOWNSTREAM MASONRY WALLS**

AREA INSPECTED	CONDITION	OBSERVATIONS	NO ACTION	MONITOR	REPAIR
D/S WALLS	1. WALL TYPE	Dry laid boulder wall adjacent to spillway downstream	X		
	2. WALL ALIGNMENT	Fair	X		
	3. WALL CONDITION	Fair	X		
	4. HEIGHT: TOP OF WALL TO MUDLINE	min: 0 max: 6 avg: 4	X		
	5. SEEPAGE OR LEAKAGE	None Observed at wall, vegetation mostly obscured view	X		
	6. ABUTMENT CONTACT	NA	X		
	7. EROSION/SINKHOLES BEHIND WALL	None Observed	X		
	8. ANIMAL BURROWS	None Observed	X		
	9. UNUSUAL MOVEMENT	None observed	X		
	10. WET AREAS AT TOE OF WALL	None observed	X		

ADDITIONAL COMMENTS:

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NAME OF DAM: Baldwin Water Supply Dam

STATE ID #: 3-14-294-7

INSPECTION DATE: June 4, 2020

NID ID #: MA00656

**UPSTREAM MASONRY WALLS**

AREA INSPECTED	CONDITION	OBSERVATIONS	NO ACTION	MONITOR	REPAIR
U/S WALLS	1. WALL TYPE	None at this dam			
	2. WALL ALIGNMENT				
	3. WALL CONDITION				
	4. HEIGHT: TOP OF WALL TO MUDLINE	min: <input type="text"/>	max: <input type="text"/>		
	5. ABUTMENT CONTACT				
	6. EROSION/SINKHOLES BEHIND WALL				
	7. ANIMAL BURROWS				
	8. UNUSUAL MOVEMENT				

ADDITIONAL COMMENTS:

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NAME OF DAM: Baldwin Water Supply Dam STATE ID #: 3-14-294-7  
 INSPECTION DATE: June 4, 2020 NID ID #: MA00656

DOWNSTREAM AREA		NO ACTION	MONITOR	REPAIR
AREA INSPECTED	CONDITION	OBSERVATIONS		
D/S AREA	1. ABUTMENT LEAKAGE	X		
	2. FOUNDATION SEEPAGE			X
	3. SLIDE, SLOUGH, SCARP	X		
	4. WEIRS	X		
	5. DRAINAGE SYSTEM	X		
	6. INSTRUMENTATION	X		
	7. VEGETATION			X
	8. ACCESSIBILITY		X	
	9. DOWNSTREAM HAZARD DESCRIPTION			
	10. DATE OF LAST EAP UPDATE			

ADDITIONAL COMMENTS:

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NAME OF DAM: <u>Baldwin Water Supply Dam</u>		STATE ID #: <u>3-14-294-7</u>
INSPECTION DATE: <u>June 4, 2020</u>		NID ID #: <u>MA00656</u>
<b>MISCELLANEOUS</b>		
AREA INSPECTED	CONDITION	OBSERVATIONS
	1. RESERVOIR DEPTH (AVG) 2. RESERVOIR SHORELINE 3. RESERVOIR SLOPES	3.5 Wooded, stable Mild
MISC.	4. ACCESS ROADS 5. SECURITY DEVICES 6. VANDALISM OR TRESPASS 7. AVAILABILITY OF PLANS 8. AVAILABILITY OF DESIGN CALCS 9. AVAILABILITY OF EAP/LAST UPDATE 10. AVAILABILITY OF O&M MANUAL 11. CARETAKER/OWNER AVAILABLE 12. CONFINED SPACE ENTRY REQUIRED	None Pedestrian access via a narrow dirt path from State St, access to right abutment via railroad tracks, small ATV access may be possible to right abutment via track ballast. None <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO    WHAT: Toppled structure at turbine chamber <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO    DATE: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO    DATE: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO    DATE: No EAP <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO    DATE: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO    DATE: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO    PURPOSE: Turbine chamber
ADDITIONAL COMMENTS:		



NAME OF DAM: Baldwin Water Supply Dam STATE ID #: 3-14-294-7

INSPECTION DATE: June 4, 2020 NID ID #: MA00656

**PRIMARY SPILLWAY**

AREA INSPECTED	CONDITION	OBSERVATIONS	NO ACTION	MONITOR	REPAIR
SPILLWAY	SPILLWAY TYPE	Concrete	X		
	WEIR TYPE	Known to be broad crest, not visible during inspection	X		
	SPILLWAY CONDITION	Not fully visible during inspection due to debris, visible sections are severely deteriorated.			X
	TRAINING WALLS	Poor - broken, cracked, spalled, eroded, leakage and iron oxide staining observed at the downstream left spillway training wall. An area of crushed stone was placed on the embankment to the left of the spillway to restore a low area on the embankment			X
	SPILLWAY CONTROLS AND CONDITION	No controls	X		
	UNUSUAL MOVEMENT	None observed	X		
	APPROACH AREA	The approach is nearly completely clogged with beaver debris.			X
	DISCHARGE AREA	Debris immediately downstream and at additional locations in downstream channel			X
	DEBRIS	At upstream and downstream side of spillway			X
	WATER LEVEL AT TIME OF INSPECTION	Approximately 12 inches over spillway crest			X

ADDITIONAL COMMENTS: The concrete bridge deck over the spillway is deteriorated.

NAME OF DAM: Baldwin Water Supply Dam

STATE ID #: 3-14-294-7

INSPECTION DATE: June 4, 2020

NID ID #: MA00656

**AUXILIARY SPILLWAY**

AREA INSPECTED	CONDITION	OBSERVATIONS	NO ACTION	MONITOR	REPAIR
SPILLWAY	SPILLWAY TYPE	No auxiliary spillway			
	WEIR TYPE				
	SPILLWAY CONDITION				
	TRAINING WALLS				
	SPILLWAY CONTROLS AND CONDITION				
	UNUSUAL MOVEMENT				
	APPROACH AREA				
	DISCHARGE AREA				
	DEBRIS				
	WATER LEVEL AT TIME OF INSPECTION				

ADDITIONAL COMMENTS:

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

NAME OF DAM: Baldwin Water Supply Dam STATE ID #: 3-14-294-7

INSPECTION DATE: June 4, 2020 NID ID #: MA00656

**OUTLET WORKS**

AREA INSPECTED	CONDITION	OBSERVATIONS	NO ACTION	MONITOR	REPAIR
OUTLET WORKS	TYPE	Concrete walled chamber with an apparent vertical turbine shaft.	X		
	INTAKE STRUCTURE	Not apparent due to floating debris	X		
	TRASHRACK	None	X		
	PRIMARY CLOSURE	None observed, the intake does not appear to be controlled	X		
	SECONDARY CLOSURE	None observed, the intake does not appear to be controlled	X		
	CONDUIT	Unknown	X		
	OUTLET STRUCTURE/HEADWALL	Concrete walls, in fair condition	X		
	EROSION ALONG TOE OF DAM	Not applicable, structure is not on the dam	X		
	SEEPAGE/LEAKAGE	None observed	X		
	DEBRIS/BLOCKAGE	Floating debris within the chamber	X		
	UNUSUAL MOVEMENT	None observed	X		
	DOWNSTREAM AREA	Unknown where flow from turbine chamber leads	X		
	MISCELLANEOUS				

ADDITIONAL COMMENTS: Does not appear functional. A large steel structure that was previously mounted on top of the concrete walls has been toppled into the pond, visible from the surface.

NAME OF DAM: Baldwin Water Supply Dam STATE ID #: 3-14-294-7  
 INSPECTION DATE: June 4, 2020 NID ID #: MA00656

**CONCRETE/MASONRY DAMS**

AREA INSPECTED	CONDITION	OBSERVATIONS	NO ACTION	MONITOR	REPAIR
GENERAL	TYPE	N/A			
	AVAILABILITY OF PLANS				
	AVAILABILITY OF DESIGN CALCS				
	PIEZOMETERS				
	OBSERVATION WELLS				
	INCLINOMETERS				
	SEEPAGE GALLERY				
	UNUSUAL MOVEMENT				
ADDITIONAL COMMENTS:					

NAME OF DAM: Baldwin Water Supply Dam STATE ID #: 3-14-294-7

INSPECTION DATE: June 4, 2020 NID ID #: MA00656

**CONCRETE/MASONRY DAMS (CREST)**

AREA INSPECTED	CONDITION	OBSERVATIONS	NO ACTION	MONITOR	REPAIR
CREST	TYPE	N/A			
	SURFACE CONDITIONS				
	CONDITIONS OF JOINTS				
	UNUSUAL MOVEMENT				
	HORIZONTAL ALIGNMENT				
	VERTICAL ALIGNMENT				

ADDITIONAL COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

NAME OF DAM: Baldwin Water Supply Dam STATE ID #: 3-14-294-7  
 INSPECTION DATE: June 4, 2020 NID ID #: MA00656

CONCRETE/MASONRY DAMS (DOWNSTREAM FACE)			
AREA INSPECTED	CONDITION	OBSERVATIONS	NO ACTION
D/S FACE	TYPE	N/A	
	SURFACE CONDITIONS		
	CONDITIONS OF JOINTS		
	UNUSUAL MOVEMENT		
	ABUTMENT CONTACT		
	LEAKAGE		

ADDITIONAL COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

NAME OF DAM: Baldwin Water Supply Dam STATE ID #: 3-14-294-7

INSPECTION DATE: June 4, 2020 NID ID #: MA00656

**CONCRETE/MASONRY DAMS (UPSTREAM FACE)**

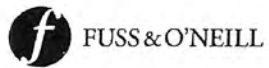
AREA INSPECTED	CONDITION	OBSERVATIONS	NO ACTION	MONITOR	REPAIR
U/S FACE	TYPE	N/A			
	SURFACE CONDITIONS				
	CONDITIONS OF JOINTS				
	UNUSUAL MOVEMENT				
	ABUTMENT CONTACTS				

ADDITIONAL COMMENTS:

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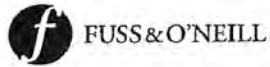
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APPENDIX C  
Previous Reports and References

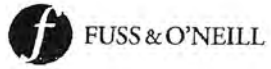




## PREVIOUS REPORTS AND REFERENCES

The following is a list of reports that were located during the file review, or were referenced in previous reports.

1. Baldwin Water Supply Dam Phase I Inspection/Evaluation Report, Fuss & O'Neill, Inc., April 2015.
2. Baldwin Water Supply Dam Phase I Inspection/Evaluation Report, Tighe & Bond, April 2009.
3. Estimating Peak Discharges of Small Rural Streams in Massachusetts (Open File Report 80-76), S. William Wandle, U.S. Geological Survey, Department of the Interior, Boston, 1980.
4. Phase I Inspection Report, National Dam Inspection Program, U.S. Army Corps of Engineers, New England Division, Waltham, MA, December 1979.



APPENDIX D  
**Definitions**

## COMMON DAM SAFETY DEFINITIONS

For a comprehensive list of dam engineering terminology and definitions refer to 302 CMR10.00 Dam Safety, or other reference published by FERC, Dept. of the Interior Bureau of Reclamation, or FEMA. Please note should discrepancies between definitions exist, those definitions included within 302 CMR 10.00 govern for dams located within the Commonwealth of Massachusetts.

### Orientation

Upstream – Shall mean the side of the dam that borders the impoundment.

Downstream – Shall mean the high side of the dam, the side opposite the upstream side.

Right – Shall mean the area to the right when looking in the downstream direction.

Left – Shall mean the area to the left when looking in the downstream direction.

### Dam Components

Dam – Shall mean any artificial barrier, including appurtenant works, which impounds or diverts water.

Embankment – Shall mean the fill material, usually earth or rock, placed with sloping sides, such that it forms a permanent barrier that impounds water.

Crest – Shall mean the top of the dam, usually provides a road or path across the dam.

Abutment – Shall mean that part of a valley side against which a dam is constructed. An artificial abutment is sometimes constructed as a concrete gravity section, to take the thrust of an arch dam where there is no suitable natural abutment.

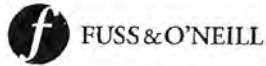
Appurtenant Works – Shall mean structures, either in dams or separate therefrom, including but not be limited to, spillways; reservoirs and their rims; low-level outlet works; and water conduits including tunnels, pipelines, or penstocks, either through the dams or their abutments.

Spillway – Shall mean a structure over or through which water flows are discharged. If the flow is controlled by gates or boards, it is a controlled spillway; if the fixed elevation of the spillway crest controls the level of the impoundment, it is an uncontrolled spillway.

### Size Classification

(As listed in Commonwealth of Massachusetts, 302 CMR 10.00 Dam Safety)

Large – structure with a height greater than 40 feet or a storage capacity greater than 1,000 acre-feet.



Intermediate – structure with a height between 15 and 40 feet or a storage capacity of 50 to 1,000 acre-feet.

Small – structure with a height between 6 and 15 feet and a storage capacity of 15 to 50 acre-feet.

Non-Jurisdictional – structure less than 6 feet in height or having a storage capacity of less than 15 acre-feet.

### **Hazard Classification**

(as listed in Commonwealth of Massachusetts, 302 CMR 10.00 Dam Safety)

High Hazard (Class I) – Shall mean dams located where failure will likely cause loss of life and serious damage to home(s), industrial or commercial facilities, important public utilities, main highway(s) or railroad(s).

Significant Hazard (Class II) – Shall mean dams located where failure may cause loss of life and damage to home(s), industrial or commercial facilities, secondary highway(s) or railroad(s), or cause the interruption of the use or service of relatively important facilities.

Low Hazard (Class III) – Dams located where failure may cause minimal property damage to others. Loss of life is not expected.

### **General**

EAP – Emergency Action Plan – Shall mean a predetermined (and properly documented) plan of action to be taken to reduce the potential for property damage and/or loss of life in an area affected by an impending dam failure.

O&M Manual – Operations and Maintenance Manual; Document identifying routine maintenance and operational procedures under normal and storm conditions.

Normal Pool – Shall mean the elevation of the impoundment during normal operating conditions.

Acre-foot – Shall mean a unit of volumetric measure that would cover one acre to a depth of one foot. It is equal to 43,560 cubic feet. One million U.S. gallons = 3.068 acre feet.

Height of Dam (Structural Height) – Shall mean the vertical distance from the lowest portion of the natural ground, including any stream channel, along the downstream toe of the dam to the lowest point on the crest of the dam.

Hydraulic Height – means the height to which water rises behind a dam and the difference between the lowest point in the original streambed at the axis of the dam and the maximum controllable water surface.

*Baldwin Water Supply Dam, Templeton, Massachusetts*

Date of Inspection: *June 4, 2020*

Based on MADCR Template Version 5 – October 2015

\\private\dfs\ProjectData\P2017\0936\A60\Deliverables\Task\_1-Assignment\_1\_Dam\_Inspections\MA00656\_Baldwin Water Supply Dam\MA00656\_BaldwinWaterSupply\_Templeton\_20200604.docx

Maximum Water Storage Elevation – means the maximum elevation of water surface which can be contained by the dam without overtopping the embankment section.

Spillway Design Flood (SDF) – Shall mean the flood used in the design of a dam and its appurtenant works particularly for sizing the spillway and outlet works, and for determining maximum temporary storage and height of dam requirements.

Maximum Storage Capacity – The volume of water contained in the impoundment at maximum water storage elevation.

Normal Storage Capacity – The volume of water contained in the impoundment at normal water storage elevation.

### Condition Rating

Unsafe – Major structural\*, operational, and maintenance deficiencies exist under normal operating conditions.

Poor – Significant structural\*, operation and maintenance deficiencies are clearly recognized for normal loading conditions.

Fair – Significant operational and maintenance deficiencies, no structural deficiencies. Potential deficiencies exist under unusual loading conditions that may realistically occur. Can be used when uncertainties exist as to critical parameters.

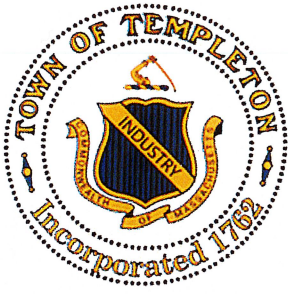
Satisfactory – Minor operational and maintenance deficiencies. Infrequent hydrologic events would probably result in deficiencies.

Good – No existing or potential deficiencies recognized. Safe performance is expected under all loading including SDF.

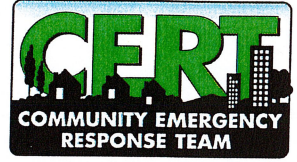
\* Structural deficiencies include but are not limited to the following:

- Excessive uncontrolled seepage (e.g., upwelling of water, evidence of fines movement, flowing water, erosion, etc.)
- Missing riprap with resulting erosion of slope
- Sinkholes, particularly behind retaining walls and above outlet pipes, possibly indicating loss of soil due to piping, rather than animal burrows
- Excessive vegetation and tree growth, particularly if it obscures features of the dam and the dam cannot be fully inspected
- Deterioration of concrete structures (e.g., exposed rebar, tilted walls, large cracks with or without seepage, excessive spalling, etc.)
- Inoperable outlets (gates and valves that have not been operated for many years or are broken)





Town of Templeton  
Office of Emergency Management  
1 Elm Street  
Baldwinville, MA 01436



Richard Curtis, EMD  
Michael Dickson, Deputy EMD  
Don Morin, Assistant Deputy EMD

24/7 Cell (978)580-6620  
Office (978)939-5140

NOV 30 2021 4:50 PM

November 30, 2021

## Baldwin Water Supply Dam (aka: Depot Pond Dam)

As the Emergency Management Director for the Town of Templeton, I have deemed it necessary to make you aware of a potential dam failure issue concerning the Baldwin Water Supply Pond dam, (also known as Depot Pond Dam). This dam has been determined to be structurally deficient and in poor condition by engineering consultants of the State Department of Conservation and Recreation (DCR) / Office of Dam Safety (ODS). The DCR/ODS has been making attempts to notify the property owner(s) to rectify this issue but have so far been unsuccessful. (The DCR/ODS '**Certificate of Non-Compliance and Dam Safety Order**', that is being sent to the owner, is attached to this notice for your viewing.)

As you own or occupy property that is in an area determined to be 'down stream' of this dam should it breach, I am notifying you of this potential dam failure. The ODS stated in the Certificate of Non-Compliance and Dam Safety Order, that this dam has been classified as an **Intermediate Size, Significant Hazard Potential** structure, which may cause the loss of life and property damage in the event of dam failure.

The dam and spillway are being monitored by Emergency Management personnel on a regular basis. This matter will be discussed in depth with Templeton's Select Board at the December 22<sup>nd</sup> Select Board Meeting at 6.30pm. Should you have any questions concerning this matter, please attend this meeting, (in-person or TCTV on YOUTUBE). Any questions of immediate concern can be addressed to me at [rcurtis@templetonma.gov](mailto:rcurtis@templetonma.gov) or (978)580-6620.

Richard W. Curtis, EMD

cc: Adam Lamontagne, TA  
Templeton Selectboard Members  
EMD Files



J. Raymond Miyares   Thomas J. Harrington   Christopher H. Heep   Donna M. Brewer   Jennie M. Merrill  
Bryan Bertram   Ivria Glass Fried   Alexandra B. Rubin   Ethan B. Dively   Maurica D. Miller   Rian Rossetti  
December 20, 2021

*Via Email*

Select Board  
Town of Templeton  
160 Patriots Road  
East Templeton, MA 01438

Re:   Depot Pond Dam

Dear Select Board:

The Massachusetts DCR Office of Dam Safety has inspected the Baldwin Water Supply Dam (also known as the Depot Pond Dam) and concluded that the dam poses a threat of failure. The dam is not located on Town land and the Town is not liable for damage which may result from the dam's failure. However, I understand there is a risk of property damage to Town and resident property associated with possible failure of the dam. The Board has several options available to it in addressing the situation.

The Board should first decide if it would like to acquire the dam. I understand that the property on which the dam is located is currently the subject of tax title proceedings. The Board may choose simply to complete those proceedings to take the land for the Town, and, once the land is owned by the Town, to make repairs to the dam as necessary. This route would, however, allow the Town to be liable for any damage caused by the dam's failure after the Town takes ownership.

Alternatively, the Board may exercise its authority to make repairs or demolish the structure without taking the land. *M.G.L. c. 139, § 1* provides that "The . . . selectmen in any city or town may, after written notice<sup>1</sup> to the owner of a burnt, dilapidated or dangerous building or other structure, . . . and after a hearing, make and record an order adjudging it to be a nuisance to the neighborhood, or dangerous, and prescribing its disposition, alteration or regulation." After said notice, hearing, and opportunity to appeal the order, the Board may cause the structure to be demolished or repaired, and the cost of doing so shall be considered a debt owed by the owner to

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<sup>1</sup> Such order must be served personally on the owner, occupant or his authorized agent by any person authorized to serve civil process; or a copy of the order may be left at the last and usual place of abode of the owner, occupant or agent, if he is known and within or without the commonwealth; or a copy of the order may be sent to the owner, occupant or agent by registered mail, return receipt requested, if he is known and within the commonwealth. If the owner of the property is unknown, the order may be posted in a conspicuous place on the premises and advertised it for at least three out of five consecutive days in one or more newspapers of general circulation within the Town.



the Town, recoverable in a contract action. *M.G.L. c. 139, § 3A*. The Select Board may place a lien upon the land to recover the debt. *Id.* Realistically in this case, the Select Board will not be able to recover all or any of the cost of demolition of the dam. Therefore, the Select Board should choose this route under the assumption that it will be at the full expense of the Town.

As a similar alternative, the Building Inspector may demolish buildings pursuant to *M.G.L. c. 143, §§ 6-7*. The Inspector must inspect the structure to determine whether it is “dangerous to life or limb.” The Inspector must then inform the owner in writing to repair or remove the unsafe condition. The owner then has until 12:00 p.m. the day following the notice to begin to repair or remove the structure.<sup>2</sup> However, if the public safety requires it and the Select Board orders it, the Building Inspector may act immediately to make the structure safe or take it down.

If the public safety does not require such immediate removal, a “careful survey” must be made by a board consisting of a surveyor, the head of the fire department and one disinterested person to be appointed by the local inspector. This board shall issue a written report of its findings and a copy of such report shall be served upon the owner of the premises. *M.G.L. c. 143, § 8*. “If such report declares such structure to be dangerous . . . and if the owner, lessee or mortgagee in possession continues such refusal or neglect, the local inspector shall cause it to be made safe or taken down or to be made secure, and, if the public safety so requires, said local inspector may at once enter the structure, the land on which it stands or the abutting land or buildings, with such assistance as he may require, and secure or remove the same.” *M.G.L. c. 143, § 9*.

As with the Select Board procedure above, the cost of demolition undertaken by the Building Inspector would constitute a debt owed to the Town, but is unlikely to be recovered.

Under both the Select Board process and Building Inspector process described above, the owner of the property may appeal to the Superior Court within three days of service of an order to make safe a dangerous structure, but the appeal shall not “hinder, delay or prevent” the Building Inspector from taking down an unsafe building. *M.G.L. c. 143, § 10; c. 139, § 2*.

The choice between the Select Board process and the Building Inspector process may depend upon how imminent the Town believes the failure of the dam to be. The Building Inspector process allows for the quickest response to an emergency situation, but may be more difficult to defend in the event of an appeal if very swift action is taken. The Select Board process requires a hearing and opportunity to appeal before taking down the dam, so provides for a more robust record on appeal.

As a final option, the Board may choose not to take action on the dam. The Town is not the current owner and is not responsible for its upkeep or liable for any damage caused by its failure.

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<sup>2</sup> An owner failing to comply with this order shall be punished with a fine of not less than \$100 per day. *M.G.L. c. 143, § 9*.

Donna Brewer and Rian Rossetti will be available at your December 22 meeting to address any further questions you have about this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas J. Harrington". The signature is fluid and cursive, with a large initial "T" and "H".

Thomas J. Harrington



5.6,

**AGREEMENT BETWEEN THE TOWN OF TEMPLETON**

**and**

**THE PROFESSIONAL FIREFIGHTERS OF TEMPLETON,**

**LOCAL 5311, INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, AFL-CIO**

**January 1, 2022 to June 30, 2024**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_ 2022, by and between the Town of Templeton (“Town”) and the Templeton Fire Department, on behalf of the Templeton Professional Firefighters – Local 5311 (“Union”).

**ARTICLE 1**  
**UNION RECOGNITION**

- A. The Town hereby recognizes the Union as the exclusive bargaining representative of all full-time and regular part-time Town of Templeton firefighters below the rank of Chief, but excluding all managerial, confidential, casual and other employees of the Town.
- B. Pursuant to such representation, the Union may appoint a total of up to three of its members to engage in collective bargaining. A unit member who serves on the bargaining committee may attend any bargaining session with the Town that may be scheduled during his/her regular working hours, without loss of pay or benefits, while he/she is so engaged with the provision that he/she notify the Chief no less than forty-eight (48) hours in advance of the date, place and time of such meeting. The Chief may adjust the shift and/or part of the shift required for the member officer participating in such sessions. Any member engaged in collective bargaining during their work shift will be expected to answer any call that occurs during the bargaining session.
- C. The Town will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

**ARTICLE 2**  
**RIGHTS OF MANAGEMENT**

The Town retains all rights it had prior to the signing of this Agreement, except such rights that are modified by this Agreement.

- A. Unless an express, specific provision of this Agreement clearly provides otherwise, the Town and such other officials as may be authorized to act on its behalf, retain all rights and prerogatives to manage and control the functions in which union personnel are employed.
- B. The Town shall have supervision and command of union members through its Fire Chief and command structure unit.
- C. By way of example, but not limitation, management retains the following rights: to determine the mission, budget and policy of the Department and the Town; to determine the organization of the Department, and the number types or grades of employees assigned to a shift, vehicle, building, work project or task; to determine whether non-fire services work will be performed by union personnel or outside contractors, regardless of whether such work was formerly performed by such personnel; to determine the policies and practices and make all determinations involving or affecting the hiring, appointment, promotion, assignment,

direction, and transfer of personnel; to determine the care, maintenance and operation of the equipment and property to be used, and clothing to be worn in the performance of duty; to establish qualifications for ability to perform work in jobs, ranks, classes or ratings, including physical, intellectual and mental health qualifications; to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical; to take actions necessary to comply with federal or state law, regulations or mandates; to establish or modify work hours or shift schedules; to take whatever actions may be necessary to carry out its responsibilities in situations of emergency; to make, amend, and enforce such rules, regulations, Standard Operating Procedures, and policies from time to time as management deems appropriate; to discharge, suspend, demote, or take other disciplinary action against employees; to establish new jobs; abolish or change existing jobs; and determine where and by whom work will be done; to grant and schedule leaves; including but not limited to sick leave and administrative leave; to require and assign overtime; to relieve employees due to the incapacity to perform duties or for any other lawful reason; and, to require the cooperation of all employees in disciplinary investigations, e.g. providing statements or answering questions about job performance or conduct; to manage its operations generally; to contract and subcontract work; to direct, manage, train, supervise, and evaluate all employees, including the establishment of the evaluation instrument, the frequency of evaluations and conducting of evaluations; to establish new job descriptions, abolish, change, and interpret existing job descriptions; to increase, diminish, change or discontinue operations in whole or in part; to determine the level of services to be provided, and to alter, add to or eliminate the existing methods, processes, materials, products, equipment, facilities or programs; to determine the location, organization, number and training of personnel; to determine the assignment of duties and work assignments, including the change of duties and work assignments from time to time, to assign employees to duties and tasks from time to time, to assign shifts and to change the shift assignments from time to time; to create and change shifts, including establishment and change from time to time of shift times and the determination of the number of shifts and the changing of the number of shifts; to institute technological changes and/or revise processes, systems or equipment from time to time; to determine the professional standards for on-duty appearance of employees; to determine which employees, if any, are to be called in for work at times other than their regularly scheduled hours and the determination of the classification(s) to be so called, to require an alcohol and drug test subject to the Supreme Judicial Court precedent regarding drug testing in accordance with Article 36; and, to determine whether goods should be leased, contracted or purchased.

- D. The failure to exercise any management right shall not be deemed a waiver.
- E. The Union specifically agrees that the exercise of the rights under this Article and the effect of such exercise on either the employees or Union shall not be subject to any further bargaining during the term of the Agreement. The Union also agrees that the exercise of the above rights and its effect on employees is not subject to the grievance and arbitration provisions of this Agreement unless it is alleged that such action by the Town violates another specific Article or Section of this Agreement.

**ARTICLE 3**  
**UNION REPRESENTATIVES**

The Union may appoint one primary member and one alternate member to act in the absence of the primary as Union Designee who shall be granted reasonable time off during working hours to investigate and settle grievances, participate in management meetings and carry-out similar such duties. They shall receive permission from the chief or his designee in advance of taking such time off. A written list of Union Designee(s) shall be furnished to the Town upon their designation and the Union shall notify the Town of any change.

**DEFINITIONS**

- A. **Full-Time Employee**: For the purposes of this Agreement, a full-time fire-fighter is defined as a permanent uniformed member of the Templeton Fire Department regularly scheduled.
- B. **Regular Part-Time Employee**: For the purposes of this Agreement, a regular part-time fire-fighter is defined as consistently scheduled on an ongoing year-round basis for more than 19.5 hours or more per week. Fire fighters that meet these criteria are eligible for pro-rated benefits.
- C. **Officer**: For the purposes of this Agreement, an officer is defined as any Fire Department uniformed member holding the supervisory rank of Lieutenant, Captain, or Deputy Chief.
- D. **Day**: For the purposes of this agreement a day is considered 12 hours.

**ARTICLE 4**  
**NON-DISCRIMINATION**

The Town and the Union agree not to discriminate in any way against employees covered by this Agreement because of membership or non-membership in the Union, or because of race, sex, religion, creed, color, or national origin.

The Town retains all rights it had prior to the signing of this Agreement, except such rights that are modified by this Agreement.

The Town agrees not to discharge, discriminate, interfere, restrain or coerce in any way against employees covered by this Agreement, on account of Union membership or lawful Union activities as provided for in Chapter 150E of the General Laws of Massachusetts.

**ARTICLE 5**  
**UNION ACTIVITIES**

- A. The Union shall have the right to use meeting rooms within the Fire Department in accordance with Fire Department Policy and subject to prior scheduling. Such use shall not interfere with fire fighters during their regular working hours.

- B. The Town shall provide space for a bulletin board (minimum size of 20" by 30") at the fire stations for Union notices. The Union will not post notices containing libelous messages. The Union shall not post notices at any Town location other than the approved bulletin boards.
- C. Nothing in this Article shall be deemed to prevent a union officer from discussing a grievance with a full-time member on duty, provided that the union officer has the prior approval of the Chief and provided that the union officer does not interfere with the full-time member's performance of duty.

**ARTICLE 6**  
**UNION DUES**

- A. Employees of the union may authorize payroll deductions for the purpose of paying Union dues. Any employee desiring to have Union dues deducted shall execute a written assignment in the form attached as Exhibit A.
- B. Membership in the Union and payment of Union dues is voluntary on the part of the employee. It is the responsibility of the Union to provide Exhibit A, attached hereto, to each eligible union member upon the completion of their probationary period and obtain the appropriate signature and thereafter provide the original to the Town Officer charged with processing the payroll. Commencing with the next full payroll check to be processed by the Town, the Town shall withhold the appropriate pro-rata dues owed to the Union. The Union shall not hold the responsible for, and shall defend and hold the Town harmless from, any claim for deducting any such dues on account of his/her failure to provide such notice to a covered employee or providing a signed copy to the Town.
- C. The Union shall provide written notice to the Town Officer charged with processing the payroll, what the annualized dues shall be for Union members. If no such notice is received, the dues in effect for the then current year shall continue to be in effect.
- D. The Union agrees to indemnify, defend, save and hold the Town harmless against any and all claims, suits, or other forms of liability arising out of the application of this article.

**ARTICLE 7**  
**PUBLICATION OF COPIES OF THE CONTRACT**

The Town shall maintain an electronic copy of the Collective Bargaining Agreement and amendments thereto.

**ARTICLE 8**  
**DISCIPLINARY ACTION**

No full-time firefighter shall be removed, dismissed, discharged, suspended, reduced in rank, or disciplined in any other manner except for cause.



**ARTICLE 9**  
**LAYOFFS**

Layoffs for lack of work or lack of money shall be made based on a. operational needs and then b. based on reverse seniority for full-time status with Templeton Fire Department. The Union can elect to work with the Fire Chief to prevent layoffs in certain situations.

**ARTICLE 10**  
**SENIORITY**

- A. For the purposes of this Agreement, there shall be established one (1) seniority list for length of full-time service in the Templeton Fire Department. The seniority list shall be posted on the Union bulletin board.
- B. Should a layoff occur, it shall be by least senior firefighter shall be laid off first after consideration of the departments operational needs.

**ARTICLE 11**  
**WORK UNIFORMS & EQUIPMENT**

Determinations regarding the equipment and clothing required of members of the union shall be made by the Chief.

The Town shall appropriate annually for the purpose of supplying each full-time employee with requested individual uniform and equipment items, excluding turnout gear. Requests must be made in writing to the Chief of the department. The Town shall have sole discretion to approve or deny such requests, and, if approved, will purchase the item(s) directly.

Reimbursable clothing/equipment allowance shall be up to \$700 for each Union member for each of the three years of this contract. All purchases must be submitted by June 15 of each fiscal year.

**ARTICLE 12**  
**WORK SCHEDULE**

- A. The work schedule for full-time employees shall be determined by the Fire Chief.
- B. Training schedules shall be approved by the Chief at his discretion. Full-time employees will participate in training as scheduled and shall be paid at hourly wage during normal work hours. It will be paid at time and one-half (1 ½) for all hours involved with a two (2) hour minimum, provided that the training falls outside of the normal work day.
- C. If called in for call duty, time and one-half (1 ½) shall be paid for all hours worked with a minimum of two (2) hours. The Chief shall have the discretion to utilize the services of an employee called in under this provision for the balance of the two (2) hour minimum.

- D. Swapping of 24 hour shifts is deemed to be a benefit to the employees and the Town. Swapping of shifts is to allow full-time staff the flexibility for needed time off and allow the department the flexibility to fill per-diem shifts with limit staff. Shift swaps may be done hour by hour. All shift swaps must be done within thirty days and must be approved by the Chief.
- E. Full-time firefighters covered by this Agreement shall work a 48-hour week. Scheduling is subject to operational and public safety needs as determined by the Chief, but only after impact bargaining over said contemplated change. The notice of intent relating to any such schedule change shall be conveyed with 60 day notice.

Below the shifts can be found.

- A shift: 06:00 to 18:00 Monday through Thursday
- B shift: 07:00 to 07:00 rotating
- C shift: 07:00 to 07:00 rotating
- D shift: 07:00 to 07:00 rotating

### **ARTICLE 13** **OVERTIME**

- A. Full-time employees, in performance of their regular duties, shall receive overtime pay pursuant to this article at the rate of time and one-half (1½) their respective base rate of pay for all hours worked in excess of their regularly scheduled hours per week.
- B. If an assignment requires work in excess of their regularly scheduled hours per week, such scheduled overtime work must be authorized in advance by the Fire Chief and/or his/her designee.
- C. Employees covered by this agreement shall have the right of first refusal on all regularly scheduled shifts subject to this agreement in relation to overtime, except 1. After a bargaining unit member has been on leave from work for four (4) or more consecutive regularly scheduled shifts for a reason other than vacation leave; 2. After a bargaining unit member has been on leave from work for sixteen (16) or more regularly scheduled (consecutive or non-consecutive) in a contract year for a reason other than vacation leave; 3. After there has been a vacancy in a bargaining unit position for a period of four (4) or more consecutive regularly scheduled shifts or when a bargaining member is not scheduled to work a holiday. The Town may assign a Call or Per Diem Fire-fighter to cover any shift for which bargaining unit members do not have the right of first refusal pursuant to this section.
- D. Holdover Overtime: If an employee scheduled to come on shift calls in sick, and no member (of the appropriate care level) agrees to work, on duty staff will be forced to remain on duty for a maximum of 12 hours or until they are relieved by a member with the appropriate care level. Personnel forced to work will receive "time and one half" for hours worked with a minimum of (2) hours.

**ARTICLE 14**  
**SALARY CLASSIFICATION**

The following wage schedules shall reflect the following wage increases:

<b>Position</b>	<b>FY23</b>	<b>FY24</b>
<b>Firefighter/Paramedic*</b>	\$23.00	\$23.50
<b>Firefighter/Paramedic (less than 3 years)</b>	\$25.75	\$26.25
<b>Firefighter/Paramedic (3 or more years)</b>	\$26.25	\$26.75
<b>Lieutenant</b>	\$26.40	\$26.90
<b>Captain</b>	\$27.07	\$27.57

\*Without both certifications

At the time of ratification, all bargaining unit members will continue to receive their current rate of pay through June 30, 2022 and will move onto the FY '23 wage schedule on July 1, 2022. Only bargaining unit members, employed by the Town as of the date of ratification, will receive a one-time payment of \$750.00, minus standard deductions. Any new hires, after date of ratification, will not be eligible for the one-time payment.

**ARTICLE 15**  
**PROBATIONARY PERIOD**

- A. Any newly hired full-time Firefighter/Paramedic shall be deemed to be on probation for a period of 12 months from the date of appointment.
- B. A probationary new Firefighter/Paramedic may be suspended or discharged in the sole discretion of the Town, and the suspension or discharge or other discipline of such a probationary Firefighter/Paramedic may not be made the subject matter of the grievance provision of this Agreement, either by the Firefighter/Paramedic or the employee affected or the Union.
- C. A union member who has been promoted in rank shall be paid at the pay rate of their promotional position and placed on a leave of absence from his/her previous rank during his/her probationary period in the promotional position.
- D. Any person initially appointed to a position covered by this Agreement, shall be required to satisfactorily serve a period of probation of 12 continuous months from their initial date of appointment before being eligible for a permanent appointment to the position.

For the purposes of this section, the initial date of appointment shall not be deemed to commence until a person is certified to perform the duties of a full-time Firefighter/Paramedic. Any person whose service is interrupted by more than 14 days at a time, for reasons such as sick leave, jury leave, Injury on Duty, or the like, or for a cumulative total of 30 days during the probationary period, shall have his/her service extended by a period of time sufficient to satisfy this requirement. Upon satisfactory conclusion of this time period, the person shall, subject to appropriation, be granted a permanent appointment to the Department. An employee separated during this probationary period shall have no recourse to the grievance procedure.

- E. Persons holding a permanent appointment to the Department who are promoted to a higher compensated position shall serve a six (6) month probation period in the new position under the same conditions before receiving a permanent appointment to that position provided however that any person whose service is interrupted by more than 7 days at a time, for reasons such as sick leave, jury leave, Injury on Duty, or the like, or for a cumulative total of 14 days during the probationary period, shall have his/her service extended by a period of time sufficient to satisfy this requirement.

#### **ARTICLE 16** **HOLIDAYS**

- A. The following days shall be recognized and observed as paid holidays.

New Years' Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	Veterans Day
Patriots Day	Thanksgiving
Memorial Day	Day After Thanksgiving
July Fourth	Christmas
½ Day Prior to New Years' Day and Christmas	

- B. Holiday pay shall be paid as follows:
1. An employee not regularly scheduled to work on a holiday shall receive in addition to regular rate of pay, twelve (12) hours of pay at straight time as holiday pay.
  2. An employee regularly scheduled to work on a holiday shall receive in addition to his/her regular rate of pay, twelve (12) hours of his/her regular hourly rate as holiday pay.
  3. An employee who works overtime, on a holiday shall be compensated for those hours worked at two (2) times the rate of his/her regular hourly rate of pay.
- C. If a holiday occurs within an employee's vacation period, he/she shall receive an additional day of vacation.

- D. All employees who have been employed by the Town in a full-time capacity for thirty (30) days shall receive the above holiday benefit.
- E. To be eligible for holiday pay, the employee must not take sick time on the regular scheduled working day of said observed holiday.
- F. The Town acknowledges other religious holidays and that such days may be taken off without additional cost to the Town.
- G. Except as may otherwise be prescribed by statute, employees shall cease to be compensated for such holidays upon an absence from work of more than thirty (30) work days and shall once again be compensated for such holidays immediately upon a return to work. Employees who are not being compensated for such holidays which occur during this time period will have the right to use leave time to otherwise be paid for such a holiday.
- H. The A shift (day position) will be allowed the following six (6) holidays off: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving, and Christmas Day. For the week in which any of these listed holidays occur, the A shift (day position) shall receive straight time forty-eight (48) hours of pay and no holiday pay.

**ARTICLE 17**  
**VACATION**

- A. All regular full-time employees shall earn vacation at their current rate of pay based upon length of service as of their anniversary date. All vacation time shall be taken within one year of the anniversary on which it was granted. Up to one week (48 hours) may be carried forward into the next fiscal year upon the approval of the Select Board. Full-time employees shall be granted vacation leave in accordance with the following schedule:

Service	Length
6 months	1 week
18 months	2 weeks
Five years and over	3 weeks
Ten years and over	4 weeks
Fifteen years and over	5 weeks
Twenty years and over	one additional day for each year over 20

- B. Vacation is computed on completed years of service effective the anniversary date of hire of any given year. Earned vacation is to be credited as of July 1 and must be taken prior to June 30 of said fiscal year.
- C. Vacations must be approved by Fire Chief. Conflicts in scheduling will be resolved on the basis of seniority of continuous service and the Town's needs.

- D. Whenever, the employment of any person, subject to the provisions of this Policy, is terminated during the year due to layoff, resignation, retirement or death, without the employee having taken all vacation to which he/she is entitled, the employee or his/her estate will receive compensation for any unused vacation time.
- E. Illness suffered during an employee's scheduled vacation will be considered vacation time rather than paid sick time. However, if hospitalization or confinement is required, paid sick time may be substituted for vacation time if the provisions of the sick leave are satisfied and the vacation time rescheduled. If leave for bereavement purposes during vacation time becomes necessary, then bereavement leave may be substituted.
- F. Vacation time shall be determined by the length of continuous service. For purposes of computing vacation time, employees who leave the Town's service and are later reinstated, shall be considered new employees except as covered in the lay-off provisions.
- G. Observed holidays established by these policies falling within a vacation shall be considered holiday time not vacation time.
- H. Vacation leave shall not accrue during any leave in excess of thirty (30) days, with or without pay.
- I. Vacation shall be scheduled by the Chief in accordance with the needs of the Town. Vacation requests for the period of Memorial Day to Labor Day shall be submitted to the Chief on or before May 1<sup>st</sup> of each year. All other requests will be considered by the Chief based on operational needs.

**ARTICLE 18**  
**INSURANCE PLANS**

Employees meeting the definition of an employee according to Chapter 32B, Section 2 of M. G. L. and working a minimum of twenty hours per week are entitled to join the Town's group health and life insurance programs. The Town will pay 75% of the chosen health insurance plan's indemnity plan, and the employee's share is deducted from his/her paycheck.

**ARTICLE 19**  
**SICK LEAVE**

The term "sick leave" shall apply to personal illness and disabling accidents that are not work-related. Sick leave is an excused absence for a specified illness. After three (3) continuous days of sick leave use, or upon the Town detecting that a pattern of potential abuse of sick leave may have occurred, the employee may be required to present a doctor's certificate, verifying sickness and/or certifying the ability of the employee to return to work. The Town will provide prior notice to the employee that the employee is believed to be abusing sick leave. Notification of absences due to illness must be made to the Fire Chief at least one hour prior to the regular scheduled start time on the day of absence.

Each regular full-time employee shall be allowed 13 days of sick leave per fiscal year which shall be accrued. Sick leave shall be accrued pro-rata over the course of the year.

Up to forty-eight (48) hours of sick leave of each year may be used as follows:

- For the employee's own physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;
- To attend the employee's routine medical appointment or routine medical appointment for the employee's child, spouse, parent or parent of spouse;
- To care for the employee's child, spouse, parent, or parent of a spouse who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care or preventative medical care; provided, however, that use of sick leave for this purpose is limited to 48 hours per year; or
- To address the psychological, physical or legal effects of domestic violence.

Upon voluntary termination or retirement from the Town of Templeton, the Town will pay an employee \$10.00 per day, for accumulated sick time up to 40% of the accumulated time with a maximum of 40 days. The Town will provide a record of sick days used and accumulated on the employee's pay stub. In order to be eligible, the employee must provide at least thirty (30) days' notice for voluntary termination and six (6) months' notice for retirement.

#### **ARTICLE 20** **UNPAID LEAVE OF ABSENCE**

Allowable only if the employee has exhausted his/her vacation and/or personal days and only if the workload permits and the absence of the employee will not cause undue hardship to the department. The maximum leave time is eight weeks. This leave will be taken as unpaid leave. Employee benefits will not be provided to employees during unpaid leaves of absence for personal reasons.

#### **ARTICLE 21** **LEAVES OF ABSENCE**

Leaves of absence for limited period — not to exceed six months, shall be granted for any reasonable public policy purpose, and such leaves shall be extended or renewed for any reasonable period of time without pay or benefits. Such sections of leave shall not accrue to seniority as defined by contract.

Reasonable purpose in each case shall be decided by the Town. Reasonable purpose shall not be arbitrated.

**ARTICLE 22**  
**PERSONAL DAYS**

In addition to the paid holidays, all regular full-time employees are entitled to three (3) paid personal days. Personal days shall be posted on the July 1st following the completion of the employee's probationary period and then every July 1<sup>st</sup> thereafter. Personal days cannot be carried over from one fiscal year to the next fiscal year, and they are forfeited when employment ends for any reason.

**ARTICLE 23**  
**MILITARY LEAVE**

- A. The Town of Templeton will grant leave to employees, subject to the requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).
- B. A union member shall be entitled to a paid leave of absence during the time of training service in the Armed Forces of the Commonwealth, or during his/her annual training tour of duty as a member of a reserve component of the Armed Forces of the United States, not exceeding seventeen (17) workdays per year, and shall receive his/her base compensation as an employee for the 17-workday period of the leave for training purposes. Nothing in this section shall limit or abridge the rights of a union member in military service under USERRA.
- C. Notification. Each union member is responsible for notifying the Fire Chief of the date he/she is leaving for military service and provide written proof from military or elective service officials to the Town Administrator indicating the date of departure and length of service required.
- D. Seniority, sick and vacation leave benefits shall continue to accrue during the 17-workday period of military leave for training purposes.

**ARTICLE 24**  
**JURY DUTY**

- A. A union member who shall be required to serve on a jury on days he/she is scheduled to work, in accordance with Chapter 234A, §48 of the Massachusetts General Laws.
- B. Any union member seeking compensation in accordance with this section shall notify the Chief after receipt of the notice of selection for jury duty and shall furnish a written statement to the Town showing dates of juror service, time served.
- C. Subject to the rules of the Jury Commissioner, as a condition to receiving payment from the Town, an employee must report to work if during such duty he/she is discharged for the day or major portion thereof, during regular work hours.



**ARTICLE 25**  
**BEREAVEMENT LEAVE**

All full time firefighters that completed thirty (30) days of service are eligible for bereavement leave with pay for five (5) work days in the event of a death of an immediate family member and three (3) work days for all other family members. "Immediate family" shall consist of father, mother, siblings, spouse, significant other, child, grandparents and grandchildren, including any step family members and in-laws. "Other family" shall consist of aunt, uncle, niece, nephew, and cousin. Requests should be made to the Fire Chief as soon as practicable. Proof of bereavement may be requested.

**ARTICLE 26**  
**PARENTAL LEAVE**

All employees shall be entitled to parental leave in accordance with Section 105D of Chapter 149 of the General Laws of the Commonwealth of Massachusetts.

**ARTICLE 27**  
**EDUCATION REIMBURSEMENT**

- A. Union members will be compensated for attendance for all required EMS training to meet the National Registry of EMT's recertification requirements, those of the Commonwealth of Massachusetts and the contracted Medical Control physician. The time will be counted as time worked for overtime purposes. The Chief has discretion to assign employees to training during their regularly scheduled shifts.
- B. Educational opportunities shall be provided to all FT employees consistent with the Town's Policies.
- C. The cost of the department required certifications required to perform the job shall be reimbursed to the full-time firefighter by the Town.
- D. The Town shall not reimburse for training for a protocol violation or retraining required by the department's Medical Control Director.

**ARTICLE 28**  
**UNION BUSINESS LEAVE**

The Union president or their designated representative, if on duty, will be granted time off with pay to represent the Union at formal or informal hearings that involve the membership. The Union president or his designee shall be granted two tours of duty per Union Fiscal Year (July 1 to June 30) to attend state, local, or international meetings or conventions.

**ARTICLE 29**

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## INJURY ON DUTY

Injured on duty shall be governed by and administered according to the rules and regulations of the Templeton Fire Department.

- A. Report of Injury: Any union member injured, through no fault of his or her own, while performing his/hers duty as a firefighter shall report the injury immediately to the officer in charge. The initial report may be made orally. Within forty-eight (48) hours of the incident, the union member shall file with the Chief a written report of the injury on a form provided by the Town and available from the Chief. If the union member is unable to file the report because of the nature or extent of his injuries, the report may be completed and submitted by someone acting on his/her behalf. The Chief shall forward a copy of the form to the Town Administrator.
- B. Injured in the Line of Duty: Union members shall be governed by M.G.L. c. 41, Section 111 F, and all decisional law interpreting that statutory provision.
- C. Application for Compensation: Any full-time fire fighter must apply for compensation on a form provided by the Town and available from the Chief. The form must be returned to the Chief. In order to assure that the full-time fire fighter promptly receives compensation, maintains eligibility for compensation under this Article, and to assure all parties that compensation is appropriate, any full-time fire fighter making application for compensation will:

Complete any and all insurance forms;

- ii. Pursuant to Clause A, complete a signed, detailed report stating the nature and cause of injury to the Chief as soon as possible after such injury occurs;
  - iii. Submit a letter from his/her doctor stating the nature of the injury, along with an estimate of how long the full-time fire fighter will be incapacitated as a result of the injury;
  - iv. Submit to examination at reasonable times by a physician representing the Town. The Town shall pay for said examination; and
  - v. Provide to the Town's physician complete records from his/her attending physician pertaining to the specific injury for which the full-time fire fighter is receiving compensation.
- D. Decisions Concerning Eligibility: All decisions concerning eligibility for 111F benefits shall be made by the Town Administrator. The Town Administrator may delay a final decision on eligibility pending investigation, and may reverse a decision based upon new information at any time.

## ARTICLE 30 LIGHT DUTY

- A. A union member who is on leave without loss of pay status pursuant to Chapter 41, Section 111F of the Massachusetts General Laws may, at the discretion of the Chief, be required to perform light duty on either a full-time or part-time basis, provided the Chief, in his discretion, determines that there is light duty available to be performed by such full-time fire fighter and orders such employee to do so. Notwithstanding any provision of this Agreement to the contrary, including, but not limited to, any provisions relating to shift bidding and seniority, the Chief shall have full authority to assign and reassign such officer to any shift or light duty necessary for the efficient implementation of this article.
- B. Light duty assignments shall include any duty to which a full-time fire fighter might otherwise be assigned, consistent with such full-time fire fighter's physical limitations, including, but not limited to clerical, training, investigative assistance, court work, school related work, public relations, inspections, station monitoring, clean-up or similar duties.
- C. Members on light duty will be allowed to attend medical appointments and therapy while on duty as a result of the injury.

**ARTICLE 31**  
**GRIEVANCE PROCEDURE**

**SECTION I**

- A. The purpose of this Article is to provide an orderly method for the settlement of a dispute between the parties over interpretation, application or claimed violation of a specific provision of this Agreement. Such a dispute shall be defined as a grievance under this Agreement and must be processed in accordance with the following steps, time limits, and conditions herein set forth.
- B. Letters issued by the Town, other than Written Reprimands are not grievable. However, an employee may make a written rebuttal to any such letter within fourteen (14) days of issuance, and the rebuttal will be maintained with the letter in the employee's personnel file.
- C. If there is a disagreement with any information contained in a personnel record, removal or correction of such information may be mutually agreed upon by the Town and the employee. If an agreement is not reached, the employee may submit a written statement explaining the employee's position which shall thereupon be contained therein and shall become a part of such employee's personnel record. The statement shall be included when said information is transmitted to a third party as long as the original information is retained as part of the file.
- D. All grievances shall specify:
  - a. the particular contract article and section alleged to have been violated;
  - b. the facts supporting each alleged violation in reasonable detail;
  - c. the date each act or omission violating the Agreement is alleged to have occurred; and
  - d. the remedy sought for each alleged contract violation. Failure to provide sufficient information as required above shall constitute a forfeiture of the grievance.

**STEP 1:**

The employee shall within ten (10) working days after the event giving rise to the grievance set the grievance forth in writing, signed by the employee, and shall give it to the Chief, who shall within ten (10) working days after receipt thereof give a written answer to the grievance.

**STEP 2:**

If the grievance is not settled at Step 1, the Union may appeal it by giving a written notice of such appeal within 10 working days after receipt of the immediate superior's written answer (or the date the answer was due), to the Town Administrator, who shall discuss it with the Union representative within ten (10) days of the Town Administrator's receipt of the appeal.

The Town Administrator or his/her designated representative shall give his/her written answer to the grievance within ten (10) working days after the close of the discussion, or if no discussion occurs, within twenty (20) days of the appeal.

**SECTION II**

The parties agree to follow each of the foregoing steps in the processing of the grievance. If at any step the Town fails to give its written answer within the time limit therein set forth, the grievance shall be deemed to be denied, and the Union may appeal the grievance to the next step at the expiration of such time limit. Failure of the Union at any step to process according to the time limits set forth herein shall mean that the Union has waived the grievance and the right to proceed further.

**SECTION III**

The settlement or remedy of a grievance, including any monetary or back pay remedy, in any case, shall not be made retroactive for any period prior to five (5) days before the date the grievance was first presented in writing.

**SECTION IV**

- A. If the dispute or grievance is not settled in the foregoing steps and it involves the interpretation, application or claimed violation of any provision of this Agreement, then either party may file a written demand for arbitration with the Labor Relations Connection. Said demand shall be filed with the Labor Relations Connection within 30 days of the Town's answer in Step 2, or the Union's answer to the Town's claim of a violation of the Agreement.
- B. The arbitration proceeding will be conducted by and pursuant to the rules of the Labor Relations Connection. The Arbitrator shall have no power to add to, subtract from, modify, change or alter any provisions of this Agreement, and may only interpret such items and determine such issues as may be submitted to him or her by agreement of the

parties, or by order of a court. The Arbitrator shall decide any disciplinary and discharge cases based upon the preponderance of the evidence standard of proof. The Arbitrator shall not render a decision contrary to state or federal law. The Arbitrator shall have no authority to award interest or punitive damages. The results of the arbitration shall be final and binding upon the parties with respect to all issues submitted under the Agreement as to the interpretation and application of the Agreement. The Arbitrator shall issue a decision within thirty (30) calendar days following the close of the hearing.

- C. Each party shall bear the full cost for its representation in the arbitration and the remaining costs will be shared equally between the parties. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes copies available to the other party at cost and to the arbitrator.
- D. Any decision which requires the payment of monies which are not available without proper budgetary action, shall not be acted upon until the necessary budgetary action is taken.
- E. The decision of the arbitrator shall not violate any statutes of the Commonwealth, or regulations or interpretive judicial decisions pursuant to such statutes.
- F. The arbitrator's decision shall be final and binding and may be reviewed under G.L. c.150C, or on the grounds that the award: (1) is arbitrary or capricious, or (2) misinterprets or misapplies any provision of law. The dispute, as set forth in the grievance, shall limit the subject matter to be heard by the arbitrator, unless the parties agree in writing to modify the scope of the hearing.

### **ARTICLE 32** **NO STRIKE**

- A. No person covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, sick out, picketing, sympathy strike, or other withholding of services from the Town, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.
- B. The Union agrees that neither the Union nor any of its officers, agents or members, nor any fire fighter or employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sick out, picketing, sympathy strike, or other withholding of services from the Town, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services, including upon termination of this Agreement.
- C. The Union agrees further that should any firefighter or employee or group of firefighters or group of employees covered under this Agreement engage in any such job action, the Union shall forthwith disavow such activity, refuse to recognize any picket line established in

connection therewith, and take all reasonable means to induce such firefighter or employee or group of firefighters or group of employees to terminate such job action.

- D. Violation of this Article or refusal to cross any picket line in the performance of duty will be a violation of this Agreement and will be just cause for disciplinary action by the Town against a firefighter or employee, and such other action that the Town may deem appropriate.
- E. The Town may, in addition to the remedies under Chapter 150E of the Massachusetts General Laws or this Agreement, file an action in the court of appropriate jurisdiction to enforce this Article.

**ARTICLE 33**  
**SAVINGS AND STABILITY OF AGREEMENT**

- A. If any section of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.
- B. No agreement, understanding, alteration or variation of this Agreement's terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto.
- C. The failure of the Town or the Union to insist in any one (1) or more incidents, or upon performance of any of the terms or conditions of the Agreement, shall not be considered as a waiver or relinquishment of the right of the Town or Union to future performance of any such term or condition, and the obligations of the Town and the Union to such future performance shall continue in full force and effect.
- D. The Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

**ARTICLE 34**  
**SEVERABILITY**

Should any final decision of any court of competent jurisdiction affect any practice or provision of this Agreement, only the provision so affected shall become null and void; otherwise all other provisions or practices under this Agreement shall remain in full force and effect.

**ARTICLE 35**  
**COMPENSATORY TIME**

- a. Full time fire-fighters may elect to be compensated for overtime work under this Article in the form of compensatory time in lieu of cash. Such time shall accrue at the rate of one and one-half hours for each hour of overtime work. In no event shall a full time fire-

fighter accrue in excess of ninety six (96) hours. A full time firefighter who has accrued the maximum allowed hours of compensatory time for that particular fiscal year shall not be permitted additional compensatory time in such fiscal year. Rather, all overtime shall thereafter be compensated in cash. Except as specifically permitted by this section, no compensatory time shall accrue for any other benefit.

Upon request, and subject to budget availability, a full time firefighter may request a cash-buy back of up to forty eight (48) hours of such compensatory time in June of the fiscal year.

- b. The taking of compensatory time will be requested at least seven (7) days prior to the date sought and must be requested in writing. The Chief shall make reasonable efforts to accommodate any alternative requests in the event he denies the original date(s) requested by the employee. All compensatory time shall be taken in the fiscal year in which it accrues.
- c. The overtime account will be reconciled monthly.

### **ARTICLE 36** **DRUG AND ALCOHOL TESTING**

#### **A. Purpose**

The Town and the Union recognize that Firefighter is a safety sensitive position, and that the Department must remain drug and alcohol free in order to accomplish its vital public safety mission. Personnel impaired by drugs or alcohol create an unreasonable danger to their fellow employees, and to the public. In addition, drug and alcohol abuse impair the health, well-being and productivity of the Department and its members. Consequently, the abuse of illegal drugs or alcohol cannot be tolerated.

#### **B. Prohibited Conduct**

The following conduct shall constitute an offense under this Article:

- a. The possession, use, transfer, manufacture or sale of *marijuana*, and any illegal drug;
- b. The possession or use of alcohol during working hours, or while using Town vehicles or facilities;
- c. Driving under the influence of alcohol or drugs;
- d. Reporting to work with the metabolite of an illegal substance in the blood, with a blood alcohol level above 0.02, or impaired by drugs or alcohol;

Any employee who is arrested for or convicted of a drug-related offense or driving while intoxicated must notify the Chief immediately, irrespective of whether the conduct occurred during working time.

#### **C. Prohibited Drugs**

For the purposes of this Article, prohibited drugs include all substances included in Schedules I through III of the Controlled Substances Act (21 U.S.C. §812). Included among those drugs are marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines and methamphetamines. Possession of a controlled substance without a doctor's prescription or other legal authorization violates this Article and may be illegal.

An employee who is taking a controlled substance under a valid prescription should check with his or her physician to ensure that the medication will not interfere with the employee's ability to work safely and efficiently. Any questions or doubts should be raised with the Chief. Abuse of validly obtained prescription drugs will be treated in the same manner as abuse of alcohol. Abuse of prescription drugs in all other cases will be treated as abuse of illegal drugs.

### **Drug and Alcohol Testing**

Employees are required to submit to drug and/or alcohol testing in the following situations:

- **New Hires**: Each new employee will submit to a drug test shortly after his or her date of hire.
- **Reasonable Suspicion**: When the Town has reason to believe that an employee has reported to work or is working while impaired by drugs or alcohol, or has used illegal drugs, the Town will direct the employee to report for a drug and/or alcohol test.
- **Post-Incident**: Any employee involved in an accident on the job or an incident involving an unsafe practice or violation of a safety rule, standard or policy, may be directed by the Town to submit to a drug and/or alcohol test.
- **Follow-up Testing**: An employee who has violated the drug and alcohol policy, but has not been discharged, may be required to submit to follow-up testing as a condition of his or her continued employment. A program of follow-up testing will be set forth in writing and will continue for a set period of time. During a follow-up testing period, an employee will be subject to unannounced testing for drugs and/or alcohol.

**FAILURE TO SUBMIT TO TESTING**: A failure or refusal to submit to testing as outlined above, or refusal to cooperate with the testing laboratory, shall be treated as a positive test.

#### **(1) Alcohol Testing Procedures:**

The Town will direct the employee to report to the testing laboratory for a blood or breathalyzer test. In the case of a blood test, blood will be drawn only by a qualified medical professional, in accordance with accepted medical standards. A breathalyzer test will be administered by a qualified operator, and may be administered on the premises of the Town (e.g., by law enforcement personnel). The employee's blood alcohol level shall be reported to the Town immediately.

#### **(2) Drug Testing Procedures:**

- i. **Collection**:



An employee subject to drug testing will be directed in writing to report at a specified time to the testing laboratory. Collection of a urine sample will be supervised by qualified medical personnel, in accordance with the procedures established by the testing laboratory. The sample will be properly sealed and labeled, in the employee's presence, to avoid contamination, tampering or confusion of samples. Employees reporting for a drug test should be prepared to produce picture identification. If an employee has taken any prescription drugs, or has any other reason to believe that the test will result in a false positive, the employee must inform the testing laboratory before taking the test.

ii. Processing:

Urine samples will be screened initially by an Immunoassay or comparable screening test, with positive results confirmed by Gas Chromatography/Mass Spectrometry or a comparable confirmatory test. Testing will be performed in accordance with federal government standards, under the supervision of qualified medical and laboratory personnel employed by the testing laboratory. The laboratory will test all samples for the presence of marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines/methamphetamines.

iii. Reporting of Results:

The results of a drug or alcohol test will be reported verbally and in writing to the Chief or the person he designates to receive those results. The testing laboratory will reveal to the designated official only whether the employee has received a result of negative for drugs or positive for drugs. The results of the drug test will be maintained in the strictest confidence by the Town and will not be disseminated except on a "need to know" basis.

**Positive Results.** Before a positive test is reported to the Town by the testing laboratory, the doctor who interprets the results ("Medical Review Officer") will consider whether the positive test result was caused by legal drug use (pursuant to a validly obtained prescription). The Medical Review Officer shall require that the employee produce any necessary written proof, and the employee shall authorize the Medical Review Officer to obtain further information from his or her health care providers. If the Medical Review Officer determines that the employee's explanation is medically corroborated by the test results (e.g., the substance identified in the test is contained in the prescribed drug) then the test will be reported to the Town as "negative". The laboratory will not provide to the Town any information it learns concerning prescription drugs that the employee is taking pursuant to a validly obtained prescription. If the Medical Review Officer is unable to obtain the employee's cooperation in order to make this determination, the positive result will be reported to the Town.

iv. The Testing Laboratory:

The testing laboratory shall be selected by the Town, and shall be certified by the State or Federal Government.

**D. Searches**

The Town has the right to search for alcohol or drugs on Town owned or controlled premises, including in desks, tool boxes, Town owned or controlled vehicles, lockers, or in other containers on the premises that may conceal substances prohibited by this policy.

**E. Enforcement**

Any employee who violates this Article will be subject to discipline up to and including discharge. In an appropriate case, the Town, in its sole discretion, may retain an employee who has violated this Article. In such a case, the employee's continued employment may be subject to certain conditions, which may include participation in a rehabilitation program and/or follow-up drug and alcohol testing.

**F. Employee Assistance Program**

Any Town employee may receive assistance with treatment of a drug or alcohol dependency problem through the employee assistance program ("EAP"). Employees may voluntarily request such help or the Town may require participation in the EAP as a condition of continued employment. An employee's participation in the EAP is treated confidentially. Participation in any program or treatment through the EAP will not be disclosed to the Town without the participant's written permission. In cases where participation in the EAP is required as a condition of employment, the employee will be required to permit the Town to be informed only whether the employee is participating as required (i.e., keeping scheduled appointments).

**ARTICLE 37**  
**RENEWAL**

The Union shall give written notice to the Town of its desire to enter into successor negotiations on or before November 1 of the last fiscal year of this agreement.

**CONDITIONS OF EMPLOYMENT**

- A. Valid Driver's License. All employees must maintain their Driver's License as a condition of employment.
- B. EMT Basic, Advanced EMT, and Paramedic Recertification. All Firefighters must maintain their EMT and Paramedic certification as a condition of employment.
- C. Firefighter Academy Training or Equivalent. As a condition of continued employment, all new firefighter/paramedics must successfully complete the full time firefighter academy or equivalent within their first year on the job subject to approval of the Fire Chief.

**ARTICLE 38**  
**DURATION**

This agreement shall be effective as of January 1, 2022 and shall continue in full force and effect until and including June 30, 2024, and from day to day thereafter, until a new agreement shall be negotiated and executed by the parties.

IN WITNESS WHEREOF, we have hereunto set by our hands, by the Town of Templeton through it's Select Board and the Professional Firefighters of Templeton, Local 5311, International Association of Fire Fighters, AFL-CIO, through its authorized representatives.

For the Town

For the Union

Select Board

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**EXHIBIT A**

**TEMPLETON PROFESSIONAL FIREFIGHTERS**

**LOCAL 5311**

**VOLUNTARY AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES**

Effective \_\_\_\_\_, I hereby request and authorize the Town of Templeton to deduct the dues, as my union has informed the Town they have established, for my position from my earnings each payroll period. This amount shall be paid over to the Union as prescribed in the CBA and represents payment of my Union Dues. Further you are authorizing any change in the amount to be deducted which is certified by the Union as a uniform change in its dues structure.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Street \_\_\_\_\_

Town \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Job Title \_\_\_\_\_

**EXHIBIT A**  
**Budget Amendment 2022 - 2**  
**1/6/2022**

From		To							
Dep't	Sub-Account	Account #1000	Amount	Dep't	Sub-Account	Account #1000-	Amount Transferred	From	To
Select Board	Inter Governmental	120-000-56-5600-0000	\$3,000	Fire/E/MS	Personnel	220-000-51-5100-0000	\$3,000	\$644,390	\$647,390
		Total	\$3,000			Total	\$3,000	\$644,390	\$647,390

Approved this 12th day of January 2022 under authority of Article 16 of the 2021 Annual Town Meeting.

By a vote of \_\_\_ Yes \_\_\_ No and \_\_\_ Absent/Recused/Abstained

\_\_\_\_\_  
 Michael J. Currie, Chair

S.h.



5.2.

Bid Results of 1/04/2022 @ 2:00 p.m. for Town Hall Mini Split

Item	Performance Plumbing & Heating
	Price
Town Hall Mini Split Quotation	\$ 14,288.00

Meets Specification/Conditions Requirements yes

Witnessed by: Justice Graves, performed by  
Holly Young

Total Bid Amount: \$ 14,288.00

In the office of the Town Administrator

S.K.

It is a beautiful day to take stock of your climate adaptation priorities and think about the discussions many of us had this past fall when we discussed your community's priorities for adapting to the effects of extreme and changing weather. With many of you, I've given you a deadline of 11/19 for the Expression of Interest (EOI) to be live and ready for you to submit your ideas for feedback. We beat the deadline by one day and I'm proud to report that the newest edition of our newsletter has information and links to the EOI.

Information about the EOI process is appended below. We're all looking forward to your bold, brilliant ideas this winter.

## Now Open! Expression of Interest (EOI) for FY23 MVP Action Grants

We are excited to open our EOI form earlier this cycle to ensure we can best support municipalities in crafting Action Grants for the FY23 MVP application round. Through this form, potential applicants will provide basic information about their project idea. MVP staff will then provide feedback on the project ideas prior to the Request for Responses release date in Spring 2022. For the FY23 round, submission of an EOI for a project is not mandatory in order to submit an application in the spring but is encouraged.

**The EOI form is open now through 2/14/2022, and early submittal (by 1/21/2022) is strongly encouraged in order to get the most comprehensive feedback on your project idea. The MVP team will be reviewing the forms on a rolling basis.**

The EOI form can be found here: [Expression of Interest \(EOI\) for MVP FY23 Action Grant](#)

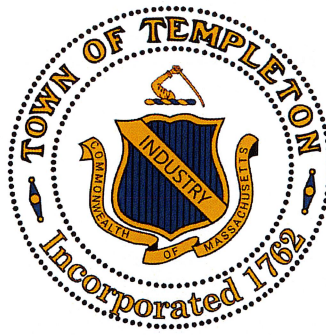
Important notes:

- The earlier the EOI form is submitted, the more we can seek feedback from other state agencies, connect you to municipalities around the state who have done similar projects, and develop partnerships within the community. EOI forms submitted within the last few weeks will still receive feedback from a Regional Coordinator (RC) but may not get the full range of support as if it was submitted earlier.
- If you have already reached out to your RC to start brainstorming, you are still encouraged to fill out an EOI as it will lead to more thorough review and guidance related to your project idea.



**Andrew Smith, AICP (he/him)**  
Greater CT River Valley Regional Coordinator  
Municipal Vulnerability Preparedness Program  
MA Executive Office of Energy and Environmental Affairs  
617-655-3874 | 436 Dwight Street, Springfield, MA 01103





5.2.

## TOWN OF TEMPLETON PUBLIC RECORDS ACCESS GUIDELINES

Effective January 1, 2017, the Massachusetts Public Records Law, G.L. c.66 and c.4, §7(26) provides that a municipality must, within 10 business days (Monday through Friday, excluding legal holidays), respond to a request for records by providing access to or a copy of such records, or explaining any delay or denial. These guidelines are intended to assist members of the public seeking access to public records in the custody of the Town of Templeton.

The town maintains a searchable website at <https://www.templetonma.gov> where certain public records are available for inspection, downloading or printing.

### GENERAL INFORMATION

Business Hours: The regular hours of the Templeton Town Hall are:  
Monday 7.30am – 6.30pm; Tuesday, Wednesday, Thursday 7.30am – 4.30pm;

Records Access Officers (RAO): The following RAOs have been designated, and the email [alamontagne@templetonma.gov](mailto:alamontagne@templetonma.gov) will go to all RAOs listed below; the RAO that responds will cc all others on their response.

Town Administrator:

Adam Lamontagne  
[alamontagne@templetonma.gov](mailto:alamontagne@templetonma.gov)

160 Patriots Road, Rm. 6  
P.O. Box 620  
East Templeton, MA 01438  
978-894-2778  
Fax: 978-894-2801

NRSD RAO

Executive Assistant to the Superintendent:

Susan Varney  
[svarney@nrsd.org](mailto:svarney@nrsd.org)

462 Baldwinville Road,  
Baldwinville, MA 01436  
978-939-5661  
Fax: 978-939-5179

Public Records Law Information: General information about the public records law and public records requests is found in the Secretary of the Commonwealth's, "A Guide to the Massachusetts Public Records Law," January 2017, updated March 2020 found online at: [www.sec.state.ma.us/pre/prepdf/guide.pdf](http://www.sec.state.ma.us/pre/prepdf/guide.pdf)

Other helpful information on the public records law:

<http://www.sec.state.ma.us/pre/prenotice.htm>

<http://www.sec.state.ma.us/pre/preinformation.htm>

<https://malegislature.gov/Laws/SessionLaws/Acts/2016/Chapter121>

## **MAKING PUBLIC RECORDS REQUESTS**

1. **Public Records Requests:** Any person may make a public records request:
  - In person
  - By First class mail
  - By e-mail addressed to the RAO at the e-mail addresses above
  - By facsimile addressed to the RAO at the business facsimile number above (when applicable)
  - By telephone at the discretion of the RAO
  
2. **Requests Encouraged to be in Writing:** Although not required, it is strongly encouraged that public records requests be in writing to ensure the most efficient and accurate response. All written public records requests, including via email and facsimile, shall be addressed/directed to an RAO, and contain the requester's name and contact information (email and phone), so that the RAO is able to provide the required response. If a request is not made in writing, the RAO will record the request to the best of their abilities and include that written request in the response.
  
3. **Contact Information:** Individuals making in-person requests are not required to give their names or contact information, but are encouraged to do so for ease of follow-up. For in-person requests that require additional time for a comprehensive response, requesters will be advised to check in periodically with the RAO or department from which records are sought, or requesters may voluntarily provide contact information. Though use of the Town's form is not required, Public Records Request Forms shall be available in the Town Administrator's office and on the town's website.
  
4. **Specificity of Requests:** To facilitate timely responses to public records requests, requests should be as specific as possible, detailing, if known, records custodian(s), and date or applicable time period, and subject matter(s). The more specific the request, the better able the town will be to respond. Broad requests often require more extensive staff efforts to locate, review and copy all possibly responsive records.
  
5. **Receipt of Requests:** Written requests received during normal business hours, as defined above, will be considered received on that date. Written requests sent via email or facsimile after normal business hours shall not be considered received until the following business day. Business days shall not include Saturdays, Sundays, and legal holidays.
  
6. **Purpose of Request:** Except to determine whether the records are being requested for a commercial purpose, or to determine whether to grant a fee waiver, the RAO may not ask a requester the reason for the request or the intended use of the requested records. However, the RAO may ask for more information to assist the requester to make an appropriate request and/or to enable the RAO to respond more efficiently.

## **RESPONSES TO PUBLIC RECORDS REQUESTS**

7. **Fees:** If fees will be assessed, a written estimate of the same will be provided to the Requester. In order to charge a fee, the town must respond with the good faith fee estimate to the requestor within 10 business days. Failure to respond forfeits the town's right to assess fees. (*see fees section below for additional information*)

8. Response if Longer than 10 Days or Denial in Whole or in Part: If a full response, including provision of records, cannot be made within 10 business days of receipt of the request, the RAO or designee will respond to the requester in writing with any applicable information from the following list:
  - explaining the anticipated time frame for complete response;
  - identifying any records that the town does not have in its custody;
  - identifying records which the town does not expect will be provided, or that will be redacted, specifying the relevant exemption and its application to the requested record or portion thereof;
  - providing a good faith fee estimate;
  - including a statement of appeal rights.
9. Clarification of Request: Depending upon the scope of the request, the requester may be asked to clarify the request, provide more specific detail, and/or agree to a voluntary extension of time for the town to respond fully to the request.
10. Time for Response: Typically, a complete response will be provided within 25 business days of receipt of the requests. So, if a fee estimate is provided within 10 days, and the fee is received, the records need to be provided within 25 days of receipt of the request. Also the requestor should be asked if this timeline is acceptable in the fee estimate letter. If, due to the scope of the request, the need for redactions, or other complications, the town is concerned that it will not be able to provide a complete response within that time frame, the town may ask the requester for an extension of time to comply or petition the Supervisor of Public Records for additional time. The Supervisor of Public records may grant up to 30 additional business days, which may be extended upon a finding of frivolous or harassing requests are made.
11. Publicly Available Records: The town maintains a searchable website at [www.templetonma.gov/](http://www.templetonma.gov/) where certain public records are available for inspection, downloading or printing. If a request seeks documents publicly available on the town's website, the requester will be directed to the website in satisfaction of the request, unless the requester does not have the ability to receive or access the records in a usable electronic form.
12. Electronic Records Delivery Preference: To the extent feasible, the RAO or designee will provide public records in response to a request by electronic means, via email, unless the record is not available electronically or the requester does not have the ability to receive or access the records electronically. Should an electronic file be too large to email, the requestor will be asked to pay for the cost of a USB, or similar means, to obtain the requested files. To the extent available and feasible, the RAO will provide an electronic record in the requester's preferred format.
13. Request for Records to be Mailed: Should a requester seek to have responsive records provided by mail, the requester will be charged the actual cost of postage, using the least expensive form of mailing possible, unless the requester requests, and agrees to pay for, an expedited form of mailing and such fees are paid in advance.
14. Creation of Records: The town is only required to provide records that are in existence at the time of a request and is not required to create a new record to accommodate a specific request.

15. Answering Questions: The town is not required to answer questions in response to a public records request.
16. Supplementing Responses: The town is not required to supplement its response to a previous public records request if records are created in the future.
17. Unique Right of Access: Pursuant to the provisions of 950 CMR 32.06(1)(g), if a requester or requester's representative (such as an attorney), has "a unique right of access by statutory, regulatory, judicial or other applicable means", a request for records will not be considered a G.L. c.66, §10 public records request.

## **CATEGORIES OF RECORDS**

18. Town Department Record Categories: You can refer to the Municipal Records Retention Schedule, issued by the Supervisor of Public Records, found at [https://www.sec.state.ma.us/arc/arcpdf/Municipal\\_Retention\\_Schedule\\_20200406.pdf](https://www.sec.state.ma.us/arc/arcpdf/Municipal_Retention_Schedule_20200406.pdf), which identifies various categories of records maintained by municipal departments and so-called "records in common". **Requests for town records should be made directly to the Town Administrator's Office. Contact information is on page 1. Please note the Custodial Department in which the records are maintained, if known.**
19. School Records: Templeton Public School related records are maintained by the Narragansett Regional School District and requests for such records should be made directly to the **Narragansett Regional School Department** RAO listed under General Information, above.

## **EXEMPTIONS**

20. Exemptions/Redactions/Withholding: Some public records, or portions of records, may not be provided in response to a public records request because the town has determined such records to be exempt from disclosure pursuant to the provisions of G.L. c.4, §7(26), the attorney-client privilege, or other applicable exemptions or common law privileges. Specific exemptions should be cited in the response letter that will be used for each redaction. For more information about exemptions to the Public Records Law, see the Secretary of the Commonwealth's, "A Guide to the Massachusetts Public Records Law," January 2017 edition, updated March 2020, available at [www.sec.state.ma.us/pre/prepdf/guide.pdf](http://www.sec.state.ma.us/pre/prepdf/guide.pdf).

## **FEES**

21. Reasonable Fees: In some circumstances, the town may assess a reasonable fee for the production of public records. Records that are readily accessible will be provided free of charge whenever possible. If the time it will take to identify, segregate, compile, and redact records is more than approximately 30 minutes, it is likely that a fee will be charged.
22. Categories of Permissible Charges: Permissible charges include, but are not limited to:
  - five cents (\$0.05) per page of black and white printouts or copies;
  - for records not reproducible by ordinary means, actual cost of producing copies, e.g., plot plans (\$0.50/copy);

- actual cost for storage devices or materials such as CDs or thumb/flash drives;
- actual cost for duplication of records not susceptible to ordinary means of reproduction, such as color copies and large format plans;
- postage fees (*where applicable; see paragraph 13, above*);
- fees for employee time required to satisfy a public records request. (*see number 25 below*)

**No copying fee will be charged for records provided in electronic form.**

23. **Employee Time for Locating and Segregating Records:** A fee may be charged for employee time necessary to identify, locate, and compile the records requested. **In municipalities with fewer than 20,000 residents as of the last U.S. decennial census, the requestor can be charged for all employee time necessary to respond to the request. See 950 CMR 32.07(2)(m).** A fee may also be charged for employee time necessary to review, and, as applicable, segregate and/or redact information exempt from public disclosure. The hourly rate for such fees shall be the hourly rate of the lowest paid employee capable of performing the task, provided, however, that this hourly rate shall not exceed twenty-five dollars (\$25.00) per hour, unless the town has obtained the approval of the State Supervisor of Public Records to charge a higher hourly rate. **The records custodian may wait until receipt of the applicable fees prior to performing the work necessary to comply with the request. The RAO may request a down payment or the complete cost before fulfilling the request, at the RAO's discretion.**
24. **Requests for Commercial Purposes:** Said fee limitations may not apply when a request for records is for a commercial purpose as determined by the Commonwealth's Supervisor of Records.
25. **Petition for Higher Fee:** In certain circumstances, the town may petition the Supervisor of Public Records for permission to assess fees for employee time at a rate in excess of \$25.00.

## **APPEALS**

26. If a requester wishes to assert a claim that they have been denied access to public records, they may appeal the RAO's determination to the Supervisor of Records pursuant to 950 CMR 32.08(1). The Supervisor shall make a final determination on the appeal within ten (10) business days of receipt.
27. If the requester is dissatisfied with the determination of the Supervisor of Records, the requester may appeal to Superior Court. Alternatively, a requester may bypass the Supervisor and go directly to Superior Court.
28. For further information on appeals, see the Secretary of the Commonwealth's "A Guide to the Massachusetts Public Records Law," January 2017 edition, updated March 2020, available at [www.sec.state.ma.us/pre/prepdf/guide.pdf](http://www.sec.state.ma.us/pre/prepdf/guide.pdf)

## **FAQS**

**What is a public record?** Every record that is made or received by a government entity or employee is presumed to be a public record unless a specific statutory exemption permits or requires it to be withheld in whole or in part. The legislature created specific statutory exemptions and the courts

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have recognized common law exemptions, such as the attorney-client privilege. These exemptions permit the agency or municipality to withhold a record from the public. The exemptions to the Public Records Law are described in this [guide](#). All books, papers, maps, photographs, recorded tapes, financial statements, statistical tabulations, or other documentary materials or data, regardless of physical form or characteristics, made or received by a governmental entity unless such materials or data fall within one or more of the exemptions found within G. L. c. 4, § 7(26) or other legally applicable privileges.

**What is a Records Access Officer (RAO)?** The employees designated within a governmental entity to perform duties described in 950 C.M.R. 32.00 including coordinating a response to requests for access to public records, assisting individuals seeking public records in identifying the records requested, and preparing guidelines that enable requestors to make informed requests regarding the availability of such public records electronically or otherwise.

**May I appeal a failure to answer a question?** The Public Records Law only applies to records. The RAO is not required by the Public Records Law to answer questions or create a record in response to a request; however, an RAO must provide any records that exist that respond to a question.

**Does a requestor have greater right of access to records if he is the subject of a record?** Under the Public Records Law, every requestor is treated equally; therefore, even a person who is the subject of the record is not granted any greater access right than any other person. Access to a record requested pursuant to the Public Records Law rests on the content of the record.