

Town of *Dunstable* Selectboard
Meeting Minutes
May 8, 2017
Swallow Union School, Dunstable, MA 01827

Convened: 6:00 pm

Present: Daniel F. Devlin, chair, Walter F. Alterisio, Leah D. Basbanes, member(s); Tracey Hutton, Town Administrator; Robert Nelson, Town Moderator; Brian Falk, Town Counsel

Discussion of Town Meeting Procedures

The Board inquired with Mr. Falk as to some technical questions regarding several votes. This prompted a question by Mr. Nelson as to the articles that are put on the warrant that ultimately result in a recommendation of “take no action.” He noted this often confuses the public. Ms. Hutton responded by stating that some of the articles are just in case by their nature, but highlighted the fact that the number of such articles have significantly reduced in recent years and she intends to see them reduced further for the next meeting. Mr. Nelson then had a few questions regarding the procedure of the Special Town Meeting. Mr. Falk explained how the process would work and the timing. The town will open with the regular meeting, than briefly recess for the special, than return to the regular meeting. If the meeting is finished tonight, the town dissolves the meeting. If not, then the town adjourns not dissolves. There was then a question about the Moderators pending expiration to his term.

Mr. Falk noted that a term in office is a term in office. As long as the continued meeting occurs prior to the election, the current moderator serves. If after the election, the new moderator serves as moderator. In a failure to elect there’s a different resolution. The Board clarified about the posting issue. Mr. Falk responded that the town doesn’t have to re-post as long as it’s a date certain and adjourned until that date. If the date is unknown, then it is best to dissolve and call a Special Town Meeting. The Board then covered possible reconvening dates. From there the Board then went over its motions for the meeting. There was a quick question concerning Article 33. Ms. Hutton responded about the reason for the change in by-law. It really is about the ability to defend the by-law as a general by-law that is in question. Especially since what it covers are really zoning matters. So moving the by-law to zoning makes a lot of sense. Ms. Hutton noted that the by-law is not currently being enforced due to the issue of enforceability. Once it’s moved it will be used.

Inspections Fee Schedule

The Board discussed the request of Mr. Sweet, the Electrical Inspector to consider modification of the Inspections Fee Schedule. Ms. Hutton inquired with Town Counsel about a previous clause used by the Electrical Inspector regarding modification of fees on special exceptions modified at his discretion. Mr. Sweet has requested, as part of a change to the fee schedule that this be restored. Mr. Falk responded that this kind of a clause would be troubling. The Board then discussed the argument advanced by the Electrical Inspector that the surrounding towns for the most part have full time or salaried inspectors, which distorts the rates because the rates are lower due to the inspectors paid salary and benefits. Mr. Sweet only receives the results of the inspections. The Board noted that the fee schedule was recently modified in December 2015, and while the Board respects Mr. Sweet’s position, the town must stay competitive with surrounding communities. Given the increase in activity and development in town, it may very well be that the town should consider in upcoming years making the position a salaried one similar to the Building Inspector. The Board also agreed with Town Counsel that the concept of allowing the Electrical Inspectors the kind of discretion he has requested would be troubling. Mr. Falk again noted that blanket discretion is problematic for the town. He stated that having a blanket statement or guideline for a waiver which sets out the rules for receiving a waiver or a difference in the fees should be “baked” into the fee schedule. It should not be purely discretionary.

The Board had no problem with considering such a guideline suggesting that in such events applicants for waiver should appear before the Board. There was some discussion of a re-inspection fee. Mr. Sweet has requested that such a fee be added to the fee schedule. The Board expressed no reservations for such a clause, but suggested some outer limits to it. If Mr. Sweet has to constantly return to inspect, then there may be more problems than just the contractor. It may be that the inspector is not being clear or simply a miscommunication.

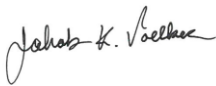
Approved and adopted on 5/31/17

Mr. Nelson noted that when he served on the Board there were similar problems with Inspections, and noted that during his tenure the Board was concerned about Mr. Sweet working in the same town he inspects in. It was noted that David Sweet, Jr. now owns the family business and inspection fees are now Mr. Sweets only known source of income. There was some discussion of whether the town should continue to keep the 20 percent administrative fee. Virtually every town in Massachusetts keeps a percentage of the fees for administrative costs. The income the town receives from that percentage essentially covers the cost of the administrative burden to the town. Ms. Hutton noted that part of the problem is that Mr. Sweet wants to get what his rate would be in private business. There was discussion of how this can be problematic since towns are nonprofits. Mr. Falk noted that the fee charged must be commiserate with the cost of the service provided by the town. It has to be in the realm of what is objectively reasonable.

There was then some brief discussion of the \$10 increase for the software. Each permit has about \$10 go to the software. This is built into the fee. Each fee was raised by \$10 when the town adopted its online permitting system. So if a permit is \$60, then \$10 goes to the permit software and 80 percent of the remaining \$50 goes to the inspector with the last 20 percent of that \$50 to the town. This ends up being, on a \$50 amount, \$40 to the inspector and \$10 to the town. There was a question of how the other inspectors feel about the question of revisiting the fee schedule. Ms. Hutton responded that the Plumbing & Gas Inspector would like to tweak some of his fees and increase a few of them, but he is already very competitive on his fees. The Building Inspector is salaried and all of his fees go to the town. He has expressed no interest in increasing fees at this time. There was then a question to Town Counsel about the issue of having the Electrical Inspectors alternate being his son, as well as the Electrical Inspector working in town. Mr. Falk noted that there could be possible ethics problems with the alternate setup. This led to discussion of how to avoid them as a problem. Mr. Falk unequivocally stated that they cannot inspect each other's work. The Board noted that they do have alternates from out of town inspect work done by either Sweet. So no Sweet is inspecting work by themselves or the work of the other. The issue of the inspector working in town has to be solved the same way. The Board noted that the default for inspection of either Sweet for electrical work in town already is Tyngsborough's Electrical Inspector doing the inspection. The Board then wrapped up its discussion and adjourned for Town Meeting.

A motion to adjourn was made by Ms. Basbanes at 6:33 pm. The motion was seconded by Mr. Alterisio and passed without objection.

Respectfully submitted by



Jakob K. Voelker
Admin. Assistant to the Selectboard & Town Administrator

Approved and adopted on 5/31/17