



# TOWN OF NORFOLK

## BOARD OF SELECTMEN

ONE LIBERTY LANE  
NORFOLK, MASSACHUSETTS

Blythe C. Robinson  
Town Administrator

(508) 440-2855  
(508) 541-3366 FAX

**In accordance with the provisions of M.G.L. Chapter 30A, Section 20, notice is hereby given that the Board of Selectmen will meet on Tuesday, September 3, 2019, at 7:00 p.m., in Meeting Room 124, One Liberty Lane, Norfolk, MA**

**Be advised this meeting will be audio and video taped.  
Pledge of Allegiance\***

- 1. 7:00 p.m. Call Meeting to Order**
- 2. 7:02 p.m. Public Hearing – Joint Pole Petition: Verizon/Eversource Energy**

### **Action Items**

- 3. Please consider holding a joint election with the Library Trustees to fill a vacant position**
- 4. Please consider appointments of Reserve Police Officers**
- 5. Please consider approval of a 5K Road Race and special one day license for the Fire Department on Sunday, September 15th**
- 6. Please vote on the Board's intention to lay out various streets for acceptance at the November 19, 2019 Town Meeting as follows: Tailwind Circle; Silver Fox Run; Westfield Drive; Saddle Ridge; Liberty Lane; Meetinghouse Road**
- 7. Please consider setting a date for a special town meeting and opening a warrant for that purpose**
- 8. Please consider authorizing a lease agreement with T-Mobile Northeast LLC for space on the Weeber Water Tank for Wireless Communications**
- 9. Please consider approval of a Public Comment Policy for Select Board meetings**

### **Discussion Items**

- 10. Please discuss strategies to improve citizen participation in Norfolk Government**
- 11. Please discuss Gillette Stadium traffic management**
- 12. Follow-up on the questions related to the Police Substation at Fire Station: Approval Origin; Plan Moving Forward**

### **Report of Warrants**

- 13. The following warrants have been signed:  
• 8/13/2019 07V20 \$71,727.50 (CW)**

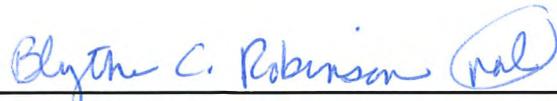
- 08/16/2019 03P20 and 03PS20 \$476,397.05 (CW)
- 08/20/2019 08V20 \$150,702.90 (CW)
- 08/20/2019 08VS20 \$151,744.46 (CW)
- 08/27/2019 09V20 \$2,906,871.12 (CW)

**Approve Minutes**

**14. Please consider approval of the minutes**

**Any other unanticipated business that may come before the Board**

**ADJOURNMENT**

Handwritten signature of Blythe C. Robinson in blue ink, with a circled initial 'R'.

**Blythe C. Robinson, Town Administrator**



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Town Administrator

(508) 440-2855  
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August 29, 2019

MEMO TO: Board of Selectmen

From: Blythe C. Robinson, Town Administrator

BCR (me)

RE: **Agenda Background – September 3, 2019**

Below please find background material on each of the items on the agenda as well as a draft motion that you can consider where action is required.

1. 7:00 pm. Call Meeting to Order
2. Public Hearing – Joint Pole Petition: Verizon/Eversource Energy

Included in your packet is a petition for a joint pole location for Verizon/Eversource Energy to locate a new jointly owned pole on the southeasterly side of Ware Drive approximately 109' northeast of Rockwood Road. The reason for this new pole is to accommodate an electrical upgrade, and to provide for the distribution of intelligence & communications and transmission of high and low voltage electrical current. This has been reviewed by both the Police Department and DPW and both approve of the location. The Police Department will require a detail officer on premises when the work is being done. All abutters are have been properly notified of the hearing and the legal notice of the hearing has been properly posted.

### **CHAIRMAN**

- Reads the legal notice for the public hearing and then opens the hearing
- Asks the Utility Company to provide an explanation of the reason for the pole location
- Asks other Board members if they have any questions or concerns
- Asks any members of the public if they'd like to comment
- Closes the public hearing

**MOVE** that the Board grant permission to Verizon New England, Inc. and Eversource Energy to erect one (1) jointly owned pole number T.4-1/E.4-1 on the southeasterly side of Ware Drive at a point approximately one hundred nine (109) feet northeasterly from the center line of Rockwood Road.

3. Please consider holding a joint election with the Library Trustees to fill a vacant position

In June, Library Trustee Glenn Hill resigned his position effective at that time, for a term that expires in 2020. As you know, by State law a vacancy in an elected board position requires that the remaining members of that Board and the Select Board must hold a joint election to elect another person to serve until the next general municipal election which would be in May, 2020. As a result of Mr. Hill's resignation the Library Trustees have met with Ms. Jennifer Oliver and have voted to recommend that she be elected to the position. An email with background about Ms. Oliver is included in your packet.

**MOVE** that nominations be opened for the vacant seat on the Board of Library Trustees.

Someone nominates Ms. Oliver, and any other candidates that a BLT or BOS member wants to put in nomination.

**MOVE** that nominations be closed.

**ROLL CALL** vote to elect Ms. Oliver

4. Please consider appointments of Reserve Police Officers

Included in your packet is an email from Chief Stone accompanying a list of the names of persons he requests to be appointed as reserve officers. The department is below a threshold of 13 officers approved in past years, and is looking to increase that number back up to have a pool of officers who can perform limited duties and possibly become full-time employees at a later date. Please note we are not requesting that the person listed as an appointment once the academy is completed be appointed at this time, as a date for the academy has not yet been confirmed.

**MOVE** that the Board appoint the following persons as Reserve Police Officers for the Town of Norfolk: Katie Appel, Andrew Upton, Brian Leary and Nicholas Ethier.

5. Please consider approval of a 5K Road Race and special one day license for the Fire Department on Sunday, September 15th

The fire department has made plans to hold a second 5K road race to raise funds for people with Autism. Evidently the event last year also included a beer tent for people to purchase such beverages after the race. As the agenda packet goes to print we have not been able to finalize the details of the special license, specifically whether the beer would be provided and poured by a brewery or by the department purchasing beer and hiring licensed servers. The important difference is that we would require a insurance certificate from an outside vendor (as we did for the Library event). If a vendor is not used, there is not an entity to provide insurance, and our current policies for the Town do not include liquor liability. I have shared my concerns with the Interim Chief about this, and we will continue to work on the details prior to Tuesday night. While you may want to approve a license for this event, we may want to discuss the

serving of alcohol on town property in the future given that it presents liability to the Town.

**MOVE** that the Board vote to approve the Fire Department's 5K race for autism on September 15<sup>th</sup> and issue a special one-day license to serve beer.

6. **Please vote on the Board's intention to lay out various streets for acceptance at the November 19, 2019 Town Meeting as follows: Tailwind Circle; Silver Fox Run; Westfield Drive; Saddle Ridge; Liberty Lane; Meetinghouse Road**

At the last meeting the Board was asked to indicate its willingness to begin the process to lay out six streets that would result in a Town Meeting action to accept them in November. The Board indicated it does want to do this, so the next step is to vote to do so, and to refer these streets to the Planning Board so that they can review the information and provide the Select Board with a report on this within 45 days. Included in your packet is an updated memo from Mr. McCarthy giving you the current status of each of these projects and what is needed to be ready for the Town to accept them.

**MOVE** that the Board vote, on its own initiative and based upon the recommendation of the Department of Public Works Superintendent, Bob McGhee, and Town Planner, Richard J. McCarthy; it intends to lay out a Town way at Liberty Lane from Independence Drive to MBTA parking lot (Norfolk Commons). It is the opinion of the Select Board that common convenience and necessity require the laying out of Town way at this location.

In order to comply with the provisions of Chapter 82 of the Massachusetts General Laws, and to provide for a full and proper public discourse on this matter, the Select Board also votes that notice of this intention be served upon the owners of the lands that will be acquired for this purpose, and on abutters thereto. This notice shall state the intentions of the Select Board, and announce that the Select Board will meet on (November 5, 2019) in the (Norfolk Town Hall) to hear all persons interested in the laying out of these Town ways. Further, the Select Board votes in accordance with Chapter 82 of the Massachusetts General Laws to forward Liberty Lane to the Norfolk Planning Board for a recommendation on street acceptance.

**Further MOVE** that the Board vote, on its own initiative and based upon the recommendation of the Department of Public Works Superintendent, Bob McGhee, and Town Planner, Richard J. McCarthy, it intends to lay out a Town way at Meetinghouse Road (Comprehensive Permit). It is the opinion of the Select Board that common convenience and necessity require the laying out of Town way at this location.

In order to comply with the provisions of Chapter 82 of the Massachusetts General Laws, and to provide for a full and proper public discourse on this matter, the Select Board also votes that notice of this intention be served upon the owners of the lands that will be acquired for this purpose, and on abutters thereto. This notice shall state the intentions of the Select Board, and announce that the Select Board will meet on (November 5, 2019) in the (Norfolk Town Hall) to hear all persons interested in the laying out of these Town ways. Further, the Select Board votes in accordance with

Chapter 82 of the Massachusetts General Laws to forward Meetinghouse Road to the Norfolk Planning Board for a recommendation on street acceptance.

**Further MOVE** that the Board vote, on its own initiative and based upon the recommendation of the Department of Public Works Superintendent, Bob McGhee, and Town Planner, Richard J. McCarthy; it intends to lay out a Town way at Saddle Ridge Way (Saddle Ridge Estates). It is the opinion of the Select Board that common convenience and necessity require the laying out of Town way at this location.

In order to comply with the provisions of Chapter 82 of the Massachusetts General Laws, and to provide for a full and proper public discourse on this matter, the Select Board also votes that notice of this intention be served upon the owners of the lands that will be acquired for this purpose, and on abutters thereto. This notice shall state the intentions of the Select Board, and announce that the Select Board will meet on (November 5, 2019) in the (Norfolk Town Hall) to hear all persons interested in the laying out of these Town ways. Further, the Select Board votes in accordance with Chapter 82 of the Massachusetts General Laws to forward Saddle Ridge Way (Saddle Ridge Estates) to the Norfolk Planning Board for a recommendation on street acceptance.

**Further MOVE** that the Board vote, on its own initiative and based upon the recommendation of the Department of Public Works Superintendent, Bob McGhee, and Town Planner, Richard J. McCarthy; it intends to lay out a Town way at Silver Fox Run (Sandy Knoll Estates II). It is the opinion of the Select Board that common convenience and necessity require the laying out of Town way at this location.

In order to comply with the provisions of Chapter 82 of the Massachusetts General Laws, and to provide for a full and proper public discourse on this matter, the Select Board also votes that notice of this intention be served upon the owners of the lands that will be acquired for this purpose, and on abutters thereto. This notice shall state the intentions of the Select Board, and announce that the Select Board will meet on (November 5, 2019) in the (Norfolk Town Hall) to hear all persons interested in the laying out of these Town ways. Further, the Select Board votes in accordance with Chapter 82 of the Massachusetts General Laws to forward Silver Fox Run (Sandy Knoll Estates II) to the Norfolk Planning Board for a recommendation on street acceptance.

**Further MOVE** that the Board vote, on its own initiative and based upon the recommendation of the Department of Public Works Superintendent, Bob McGhee, and Town Planner, Richard J. McCarthy; it intends to lay out a Town way at Tailwind Circle (Norfolk Landing Subdivision). It is the opinion of the Select Board that common convenience and necessity require the laying out of Town way at this location.

In order to comply with the provisions of Chapter 82 of the Massachusetts General Laws, and to provide for a full and proper public discourse on this matter, the Select Board also votes that notice of this intention be served upon the owners of the lands that will be acquired for this

purpose, and on abutters thereto. This notice shall state the intentions of the Select Board, and announce that the Select Board will meet on (November 5, 2019) in the (Norfolk Town Hall) to hear all persons interested in the laying out of these Town ways. Further, the Select Board votes in accordance with Chapter 82 of the Massachusetts General Laws to forward Tailwind Circle (Norfolk Landing Subdivision) to the Norfolk Planning Board for a recommendation on street acceptance.

**Further MOVE** that the Board vote, on its own initiative and based upon the recommendation of the Department of Public Works Superintendent, Bob McGhee, and Town Planner, Richard J. McCarthy; it intends to lay out a Town way at Westfield Drive (Site Development for Priscilla Avenue). It is the opinion of the Select Board that common convenience and necessity require the laying out of Town way at this location.

In order to comply with the provisions of Chapter 82 of the Massachusetts General Laws, and to provide for a full and proper public discourse on this matter, the Select Board also votes that notice of this intention be served upon the owners of the lands that will be acquired for this purpose, and on abutters thereto. This notice shall state the intentions of the Select Board, and announce that the Select Board will meet on (November 5, 2019) in the (Norfolk Town Hall) to hear all persons interested in the laying out of these Town ways. Further, the Select Board votes in accordance with Chapter 82 of the Massachusetts General Laws to forward Westfield Drive (Site Development for Priscilla Avenue) to the Norfolk Planning Board for a recommendation on street acceptance.

7. Please consider setting a date for a special town meeting and opening a warrant for that purpose

As we discussed at the last meeting, the proposed date for a special town meeting is November 19<sup>th</sup> at the Freeman Kennedy School. In order to move ahead, the Board needs to vote to open a warrant and set a closing date for articles to be submitted. Enclosed for your information is the proposed schedule of steps needed to prepare for the meeting, and a very preliminary list of articles and dollar amounts that we've begun to compile. Moderator Jay Talerman has been invited to the meeting to discuss with the Board the order of articles and the possibility of holding a second night of Town Meeting specifically for zoning amendments. Our office has booked the school for a possible second night on November 20<sup>th</sup> so it is available if this is the plan.

**MOVE** that the Board vote to open a warrant for a special town meeting to be held at the Freeman Kennedy School on Tuesday, November 19, 2019 and to close the warrant on Thursday, September 26<sup>th</sup> at 6:00 PM.

8. Please consider authorizing a lease agreement with T-Mobile Northeast LLC for space on the Weeber Water Tank for Wireless Communications

Included in your packet is a lease agreement between the Town and T-Mobile Northeast to utilize space on this water tank for wireless communications. Up until recently the Town had a similar agreement with MetroPCS, but they chose to end that

agreement and remove their equipment for business reasons. Through its consulting engineering firm the DPW put out an RFP and received one bid from this firm who will pay \$35,000/year to the water enterprise fund for this right. As a point of reference, the former "tenant" had paid \$28,000.

As a lease is an interest in land, Town Meeting must vote to grant authority to contract for that interest to the Board of Selectmen, which happened in 2005 through Article 10. Please review the legal opinion provided by Town Counsel that this was done correctly and the Selectmen may act to execute this lease which is for five years, with up to three additional five year renewal terms or a total of 20 years. Town Counsel has reviewed this agreement and is in agreement with the terms and obligations.

**MOVE** that the Board execute a lease agreement with T-Mobile Northeast LLC for space on the Norfolk Water Storage Tank for Wireless Communications located on the Weeber Water Storage Tank, and further that this agreement is five years, with approval to extend the agreement for three (3) five year terms.

9. Please consider approval of a Public Comment Policy for Select Board meetings

At the last meeting the Board reviewed a policy that would address the protocol of having a public comment period at every open meeting at the beginning of the agenda to enable the public to come and address the board on non-agenda items. The policy has since been reviewed by Town Counsel and the enclosed version has a couple of recommended changes. These changes are proposed as a result of a decision in early 2018 regarding the Town of Natick School Committee. In that decision the Court was very sensitive to the identification of speech which is ambiguous and may result in overly restrictive application. This has prompted the changes that you will see in the policy to clarify that the word "discriminatory" be removed and clarification about what types of statements would not be acceptable. He has also clarified that comments from the public be to topics that are within the scope of responsibility of the Select Board. A copy of the Natick decision has also been included should you wish to review it. We recommend approval of this item and a public comment item will be added to agendas going forward on September 17<sup>th</sup>.

**MOVE** that the Board approve the enclosed Town of Norfolk Public Comment Policy.

10. Please discuss the organization of a future meeting to consider strategies to improve citizen participation in Norfolk Government

At the conclusion of the last meeting resident David Rosenberg has asked that the Board take up this topic in order to have a discussion about ways in which Norfolk might improve citizen participation in its government. Included in your packet is an email from Mr. Rosenberg with information and links to other documents on this topic. The purpose of this discussion item is to brainstorm with Mr. Rosenberg on how to structure a future meeting with a larger group of town officials to facilitate a conversation on this topic.

11. Please discuss Gillette Stadium traffic management

The Town experienced what I understand to be an extraordinary amount of traffic prior to the start of a pre-season Patriots Game at Gillette Stadium on August 22<sup>nd</sup>. This resulted in several calls to the MECC dispatch center for police presence, and some modifications to staffing have been put in place for the game on August 29<sup>th</sup>. Below are the details of what is planned for the 8/29 game for your information. Chief Stone will be at the meeting on Tuesday to review how those two events went, and discuss any other changes we may want to make in the future.

On August 29<sup>th</sup> there will be five officers on duty rather than three that are usually scheduled. One will be at the Route 1A/Route 115 intersection, and one at Pine & Everett Streets. Another will be "floating" in the area to respond if and where needed, leaving the other two to handle calls that come from other points in Town and hopefully working in their sectors. The message board sign was deployed to Everett St. reminding people about game day traffic and to seek alternate routes.

The MECC received just three calls last week on this topic, of which two were from the same person. Nevertheless, they have used the tapes of those calls to ensure dispatchers are more specific in asking as to whether there is an incident the caller is concerned about besides game day traffic. Regardless, the calls about game day traffic will be relayed to the PD so they can respond and decide what actions need to be taken. I understand that the caller was frustrated in her second call to dispatch that an officer hadn't come in the intervening 20 minutes and the dispatcher wanted information repeated. That has also been reviewed by the MECC supervisor and discussed with dispatchers so as to handle these more effectively in the future. An email from the MECC Director on this topic is included in your packet.

Finally, I will reach out to the Chairman of the Stadium Advisory Committee which is the group that oversees the management of resources for events at the stadium so see if we can revisit with them what is available to Norfolk to be better able to handle special events that cause the type of issues we had last week.

12. Follow-up on the questions related to the Police Substation at Fire Station: Approval Origin; Plan Moving Forward

In response to the questions raised on this topic, included in your packet is a memo from the Facilities Director detailing the costs involved in creating the Police room in the fire station. The funds for this work came from the Public Safety Building project account. As for the origin of the approval to create this room, staff is still investigating this topic as the agenda packet was finalized. The minutes of the building committee are not consistent, and in some cases the ones available are from the OPM for the new police facility and don't necessarily cover all decisions of the committee.

As to the plan moving forward, Town Counsel Peter Mello plans to be at the Board's September 17<sup>th</sup> meeting to discuss various topics under the board's jurisdiction, as well as he will be providing you with an outline of the work involved to recover funds from the police station project for the benefit of the fire station.

13. Please consider approval of the following warrants:

**MOVE** that the Board approve the following warrants:

- 8/13/2019 07V20 \$71,727.50 (CW)
- 08/16/2019 03P20 and 03PS20 \$476,397.05 (CW)
- 08/20/2019 08V20 \$150,702.90 (CW)
- 08/20/2019 08VS20 \$151,744.46 (CW)
- 08/27/2019 09V20 \$2,906,871.12\

14. Please consider approval of regular session minutes

In your packet are the regular meeting minutes of the meeting held on July 9<sup>th</sup> which have been submitted to the clerk for review.

**MOVE** that the Board approve the minutes of the July 9<sup>th</sup> regular meeting.

**Part I** ADMINISTRATION OF THE GOVERNMENT

**Title XXII** CORPORATIONS

**Chapter 166** TELEPHONE AND TELEGRAPH COMPANIES, AND LINES FOR THE TRANSMISSION OF ELECTRICITY

**Section 22** CONSENT OF MUNICIPAL OFFICERS TO CONSTRUCT OR ALTER LINES

Section 22. A company desiring to construct a line for such transmission upon, along, under or across a public way shall in writing petition the board of aldermen of the city or the selectmen of the town where it is proposed to construct such line for permission to erect or construct upon, along, under or across said way the wires, poles, piers, abutments or conduits necessary therefor. A public hearing shall be held on the petition, and written notice of the time and place of the hearing shall be mailed at least seven days prior thereto by the clerk of the city or by the selectmen of the town to all owners of real estate abutting upon that part of the way upon, along, across or under which the line is to be constructed, as such ownership is determined by the last preceding assessment for taxation. After a public hearing as aforesaid, the board of aldermen or the selectmen may by order grant to the petitioner a location for such line, specifying therein where the poles, piers, abutments or conduits may be placed, and in respect to overhead lines may also specify the kind of poles, piers or abutments which may be used, the number of wires or cables which may be attached thereto, and the height to which the wires or cables may run.

After the erection or construction of such line, the board of aldermen or selectmen may, after giving the company or its agents an opportunity to be heard, or upon petition of the company without notice or hearing, by order permit an increase in the number of wires or cables, and direct an alteration in the location of the poles, piers, abutments or conduits or in the height of the wires or cables. The board of aldermen or selectmen may, on written petition by two or more companies subject to this chapter, and having locations in any of the public ways of such city or town, without notice or hearing, by order transfer any such location from one of such companies to either or any of the other petitioners, or by order authorize any such company to attach its wires and fixtures to existing poles, piers or abutments of either or any of the other petitioners, or to maintain its wires or cables in the conduits of either or any of said other petitioners, or by order grant to said companies joint or identical locations for the maintenance of said existing poles, piers, abutments or conduits, to be used in common by them. The board of aldermen or selectmen may, on written petition by a company subject to this chapter having a location, or by two or more such companies having joint or identical locations, in any of the public ways of a city or town, in any case where a private way has been accepted as a public way, by order, without notice or hearing, grant a location or joint or identical locations to such company or companies for the maintenance of its or their poles, piers, abutments or conduits which were being maintained in such private way at the time of its acceptance as a public way. The board of aldermen or selectmen may, on written petition by two or more companies subject to this chapter, and after notice to abutting land owners and a hearing as hereinbefore provided, by order grant to said companies joint or identical locations for the erection or construction of poles, piers, abutments or conduits, to be owned and used in common by them. No order of the board of aldermen or selectmen shall be required for renewing, repairing or replacing

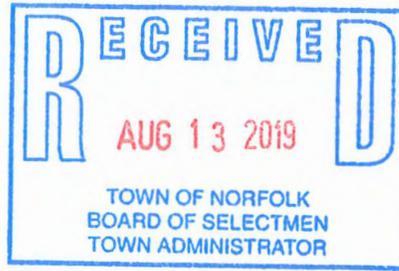
wires, cables, poles, piers, abutments, conduits or fixtures once erected or constructed under the provisions of law, or for making house connections or connections between duly located conduits and distributing poles.

The order granting a location or an alteration or transfer thereof, or authorizing an increase in the number of wires or cables or attachments, such as are hereinbefore described, shall be recorded by the city or town clerk in books kept exclusively therefor, and where notice has been given as hereinbefore provided the clerk of the city or the chairman or a majority of the selectmen shall certify on said record that the order was adopted after due notice and a public hearing as hereinbefore prescribed, and no such order shall be valid without such certificate. The company or companies in whose favor the order is made shall pay for such record the fees provided by clause (62) of section thirty-four of chapter two hundred and sixty-two.

The board of aldermen or selectmen may under this section authorize the attachment of the wires and fixtures of a street railway or electric railroad company to the poles, piers and abutments of another owner, or the attachment of the wires and fixtures of another owner to the poles, piers and abutments of such company, and may grant joint or identical locations for the erection or construction of poles, piers, or abutments to be owned and used in common by such company and other owners, and locations for the transmission lines and telephone, signal and feed wires of such company in public ways or parts thereof, other than those public ways in which the tracks of such company are laid, and locations for additional poles to support, or alterations of locations for existing poles supporting, trolley or span wires; and all locations granted to a street railway or electric railroad company hereunder shall be subject only to revocation as provided in sections seventy-seven and eighty-two of chapter one hundred and sixty-one; but nothing contained in this section save as hereinbefore expressly set forth shall be held to apply to the poles, wires and other appliances and equipment which a

street railway or electric railroad company, by a grant of location, or extension or alteration thereof, under any general or special law now or hereafter in force relating to street railways or electric railroads may be authorized to construct, maintain and operate in a public way; and no terms, restrictions and obligations, other than those imposed upon a grant of location for a street railway or electric railroad, or an extension or alteration thereof, under any general or special law now or hereafter in force relating thereto, shall be imposed upon locations granted to a street railway or electric railroad company hereunder, save locations for its transmission lines or telephone, signal or feed wires in public ways other than those public ways in which the tracks of such company are laid.

Albert E. Bessette  
Right of Way Manager



365 State Street  
Springfield, MA 01105

Phone 413 787-0310  
Cell 413 441-3612  
Fax 413 734-9123  
albert.e.Bessette.jr@verizon.com

August 9, 2019

Norfolk Board of Selectmen  
Town Hall  
One Liberty Lane  
Norfolk, MA. 02056

**RE: Petition for Verizon job #1A3R4KC  
WARE DRIVE**

Dear Honorable Board of Selectmen:

Enclosed find the following items in support of the above-referenced project:

1. Petition;
2. Petition Plan;
3. Order.

A Public hearing and notice to abutters is required. A Verizon representative will attend the Public hearing. Should any questions or comments arise concerning this matter prior to the hearing, please contact me at (413) 787-0310. Your Assistance is greatly appreciated.

Sincerely,

Albert E. Bessette, Jr.  
Right of Way Manager

Enc

town

**PETITION FOR JOINT POLE LOCATION**

To the Board of Selectmen

Of Norfolk, Massachusetts.

**VERIZON NEW ENGLAND INC. and EVERSOURCE** request permission to locate poles, wires, cables and fixtures, including the necessary anchors, guys and other such sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way or ways:

**WARE DRIVE:** Place one (1) jointly owned pole numbered T.4-1/E.4-1 on the southeasterly side of Ware Drive at a point approximately one hundred nine (109) feet northeasterly from the center line of Rockwood Road.

1 JO Pole to be placed

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to erect and maintain poles, wires and cables, together with anchors, guys and other such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – **VERIZON No. 1A3R4KC**, Dated July 29, 2019.

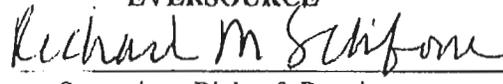
Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioners agree to reserve space for one crossarm at a suitable point on each of said poles for the fire and police telephone and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

**VERIZON NEW ENGLAND INC.**

By   
Albert E. Bessette, Manager - Right of Way

**EVERSOURCE**

By   
Supervisor, Rights & Permits.  
Richard M. Schifone

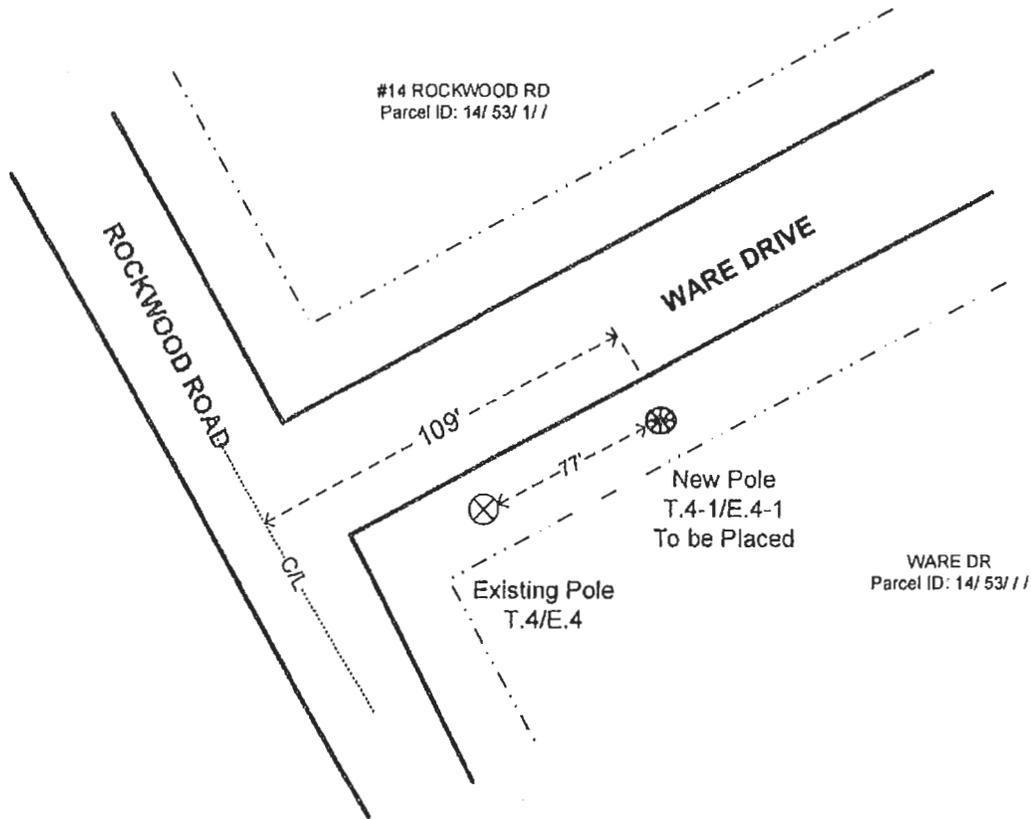
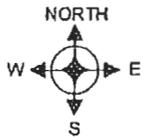
**WARE DRIVE:** Place one (1) jointly owned pole numbered T.4-1/E.4-1 on the southeasterly side of Ware Drive at a point approximately one hundred nine (109) feet northeasterly from the center line of Rockwood Road.

**Reason:** Place one (1) jointly owned pole on Ware Drive to accommodate an electric upgrade; and to provide for the distribution of intelligence and telecommunications and for the transmission of high and low voltage electric current.



PETITION PLAN

MUNICIPALITY NORFOLK VZ. N.E. INC. NO. 1A3R4KC  
**VERIZON NEW ENGLAND INC AND**  
**NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY** DATE : JULY 29, 2019  
 SHOWING PROPOSED POLE ON WARE DRIVE



NOT TO SCALE

LEGEND

- PROPERTY LINE
- EDGE OF PAVEMENT
- EDGE OF ROADWAY
- EXISTING JOINTLY OWNED POLE TO REMAIN
- PROPOSED NEW JOINTLY OWNED POLE TO BE INSTALLED



Town of Norfolk

Nancy Langlois &lt;nlanglois@norfolk.ma.us&gt;

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**Re: Joint Pole Petition**

1 message

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**Peter Petruchik** <ppetruchik@norfolk.ma.us>  
To: Nancy Langlois <nlanglois@norfolk.ma.us>

Tue, Aug 20, 2019 at 5:18 PM

Hi Nancy,

No concerns from fire dept. Thanks. Pete

On Tue, Aug 20, 2019 at 4:42 PM Nancy Langlois &lt;nlanglois@norfolk.ma.us&gt; wrote:

Good Afternoon,

Attached please find a copy of a pole petition from Verizon and Eversource to place one pole on Ware Drive as described.

Could you please provide your comments and/or concerns so that I can provide to the Select Board at a public hearing to be scheduled.

Thank you and please feel free to contact me if you have any questions

--

**Nancy A. Langlois**  
Executive Assistant  
Town of Norfolk  
One Liberty Lane  
Norfolk, MA 02056  
(508) 440-2801



Town of Norfolk

Nancy Langlois &lt;nlanglois@norfolk.ma.us&gt;

---

**Re: Joint Pole Petition**

1 message

---

**Charles Stone** <cstone@norfolk.ma.us>  
To: Nancy Langlois <nlanglois@norfolk.ma.us>

Wed, Aug 21, 2019 at 6:02 AM

I don't have an issue with moving this pole. I will require one detail officer at this location  
CS

On Tue, Aug 20, 2019 at 4:42 PM Nancy Langlois <nlanglois@norfolk.ma.us> wrote:  
Good Afternoon,

Attached please find a copy of a pole petition from Verizon and Eversource to place one pole on Ware Drive as described.

Could you please provide your comments and/or concerns so that I can provide to the Select Board at a public hearing to be scheduled.

Thank you and please feel free to contact me if you have any questions

--

**Nancy A. Langlois**  
Executive Assistant  
Town of Norfolk  
One Liberty Lane  
Norfolk, MA 02056  
(508) 440-2801

--  
Charles H. Stone Jr.  
Chief of Police  
Norfolk, Mass  
FBINAA 165  
508-520-4288



## PUBLIC HEARING NOTICE

The Select Board for the Town of Norfolk, will conduct a public hearing in accordance with Chapter 166, Section 22 of the Massachusetts General Laws, on a joint petition from **VERIZON NEW ENGLAND, INC. AND EVERSOURCE ENERGY** to grant permission to erect and maintain poles, wires and cables to be placed thereon together with the necessary anchors, guys and other such sustaining and protecting fixtures as said companies may deem necessary, in the public way or ways as requested in the petition:

**WARE DRIVE:** Place one (1) jointly owned pole numbered T.4-1/E.4-1 on the southeasterly side of Ware Drive at a point approximately on hundred nine (109) feet northeasterly from the center line of Rockwood Road.

This hearing will be conducted on Tuesday, September 3, 2019, at 7:02 p.m., in Room 124, Town Hall, One Liberty Lane, Norfolk, MA 02056.

NORFOLK SELECT BOARD  
Kevin Kalkut, Chair  
Christopher Wider, Vice Chair  
Carolyn Van Tine, Clerk

cc: Town Clerk  
Applicant  
Abutters  
DPW  
Police Chief  
Fire Chief  
Town Planner

08/22/2019



**TOWN OF NORFOLK**  
**BOARD OF SELECTMEN**

ONE LIBERTY LANE  
NORFOLK, MASSACHUSETTS

Blythe C. Robinson  
Town Administrator

(508) 440-2855  
(508) 541-3366 FAX

August 22, 2019

**VERIZON NEW ENGLAND INC. AND EVERSOURCE ENERGY (NSTAR ELECTRIC COMPANY)**

Dear Resident:

In accordance with Chapter 166, Section 22 of the Massachusetts General Laws, the Board of Selectmen will conduct a Public Hearing on a joint petition from **VERIZON NEW ENGLAND, INC. and EVERSOURCE ENERGY** to grant permission to erect and maintain poles and their respective wires and cables to be placed thereon together with the necessary anchors, guys and other such sustaining and protecting fixtures as said companies may deem necessary, in the public way or ways as requested in the petition:

**WARE DRIVE:** Place one (1) jointly owned pole numbered T.4-1/E.4-1 on the southeasterly side of Ware Drive at a point approximately on hundred nine (109) feet northeasterly from the center line of Rockwood Road.

You are being informed of this hearing as an abutter to this installation. A plan is attached for your review. If you wish to be heard concerning the installation, the hearing is scheduled for September 3, 2019 **at 7:02 p.m., in Meeting Room #124, Town Hall, One Liberty Lane, Norfolk.**

Very truly yours,

Nancy A. Langlois  
Executive Assistant

/nal

enclosure

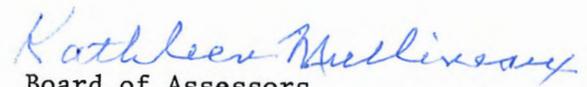
CERTIFIED ABUTTERS' LIST

Parcel ID	Location	Owner Name/Address
=====	=====	=====
	WARE DR. NORFOLK,MA.02056	Town of Norfolk,

-----  
A B U T T E R S  
=====

0014-0049-0012	19 ROCKWOOD RD	HOLT EMILY M 19 ROCKWOOD RD NORFOLK, MA 02056
0014-0049-0013	15 ROCKWOOD RD	FOTIS PROPERTIES LLC 5 N MEADOW RD UNIT 1B MEDFIELD, MA 02052
✶ 0014-0053-0001	14 ROCKWOOD RD	KALATHIL JEGEE ANTHONY 14 ROCKWOOD RD NORFOLK, MA 02056
0014-0053-0044	8 WARE DR	TORNABENE JOHN J. & PAULA A. 8 WARE DR NORFOLK, MA 02056
0014-0053-0064	6 GENEVA AVE	ENGLE JOHN & SANDRA J 6 GENEVA AVE NORFOLK, MA 02056
✶ 0014-0053-0065	4 GENEVA AVE	MULIERO PAUL M & FLORENCE J L.E. ROBERT M MULIERO 7 ROLLING BROOK LN BLACKSTONE, MA 01504
0014-0056-0040	CARLSON CIR	MASS BAY TRANS AUTHORITY TEN PARK PLAZA BOSTON, MA 02116

Certified list of record owners as of January 1,2019

  
Board of Assessors  
Norfolk, Ma. 02056

SELECTMEN  
\*Immediate  
100'  
Zone/R-1

**Part I** ADMINISTRATION OF THE GOVERNMENT**Title VII** CITIES, TOWNS AND DISTRICTS**Chapter 41** OFFICERS AND EMPLOYEES OF CITIES, TOWNS AND DISTRICTS**Section 11** APPOINTMENT TO FILL VACANCY IN TOWN OFFICE

Section 11. As used in this section, the term "vacancy" includes a failure to elect. If a vacancy occurs in any town office, other than the office of selectman, town clerk, treasurer, collector of taxes or auditor, the selectmen shall in writing appoint a person to fill such vacancy. If there is a vacancy in a board consisting of two or more members, except a board whose members have been elected by proportional representation under chapter fifty-four A, the remaining members shall give written notice thereof, within one month of said vacancy, to the selectmen, who, with the remaining member or members of such board, shall, after one week's notice, fill such vacancy by roll call vote. The selectmen shall fill such vacancy if such board fails to give said notice within the time herein specified. A majority of the votes of the officers entitled to vote shall be necessary to such election. The person so appointed or elected shall be a registered voter of the town and shall perform the duties of the office until the next annual meeting or until another is qualified.

If there is a resignation of a town officer creating a vacancy at some later time certain, and such resignation is filed with the town clerk in accordance with the provisions of section one hundred and nine, said town clerk shall certify a vacancy shall occur at the later time certain and the board of selectmen may call a special election as provided in this section; provided, however, that no such election may be held prior to the effective date of the resignation creating such vacancy.

No election shall be held for any office pursuant to this section unless the selectmen file with the town clerk notice of an election for such office not less than fifteen days before the last day to submit nomination papers to the registrars of voters for certification, before the election or any preceding primary, caucus, or preliminary election.



Town of Norfolk

Nancy Langlois &lt;nlanglois@norfolk.ma.us&gt;

---

**Re: 7/30 Select Board Meeting Agenda**

1 message

---

**Elisabeth O'Neill** <eoneill@sailsinc.org>  
To: Nancy Langlois <nlanglois@norfolk.ma.us>

Wed, Jul 10, 2019 at 4:39 PM

Hi Nancy,

Thank you for letting me know. I've reached out to the Trustees to make sure all can attend on 8/13. I'll get back to you asap.

Thanks,

Libby

On Wed, Jul 10, 2019 at 4:34 PM Nancy Langlois &lt;nlanglois@norfolk.ma.us&gt; wrote:

Hi Libby,

The July 30th meeting was cancelled. The next meeting will be August 13th. Will that work for you?

Nancy

On Wed, Jul 10, 2019 at 4:06 PM Elisabeth O'Neill &lt;eoneill@sailsinc.org&gt; wrote:

Hi Nancy,

Would it be possible to get on the Select Board's meeting agenda for July 30? The Trustees would like to present their nomination for Trustee to finish out Glenn Hill's term which ends May 2020.

Thank you,

Libby

--

Libby O'Neill  
Library Director  
Norfolk Public Library  
[2 Liberty Lane, Norfolk, MA](#)  
508-528-3380 ext. 4--  
**Nancy A. Langlois**  
Executive Assistant  
Town of Norfolk  
One [Liberty Lane](#)  
[Norfolk, MA 02056](#)  
(508) 440-2801

--

Libby O'Neill  
Library Director  
Norfolk Public Library  
[2 Liberty Lane, Norfolk, MA](#)  
508-528-3380 ext. 4



Town of Norfolk

Nancy Langlois &lt;nlanglois@norfolk.ma.us&gt;

---

**Re: 7/30 Select Board Meeting Agenda**

1 message

---

**Elisabeth O'Neill** <eoneill@sailsinc.org>  
To: Nancy Langlois <nlanglois@norfolk.ma.us>

Thu, Jul 11, 2019 at 2:19 PM

Hi Nancy,

If possible, the Trustees would like to do this joint election at the **September 3 Select Board** meeting. Please let me know if that is acceptable, and if you need anymore information.

Thank you,

Libby

On Wed, Jul 10, 2019 at 5:01 PM Elisabeth O'Neill &lt;eoneill@sailsinc.org&gt; wrote:

Yes, Glenn resigned on June 20. The Library Trustees have nominated Jennifer Oliver to finish out his term, but know that the Select Board has to approve it. Please let me know if you need anything else.

Thanks,

Libby

On Wed, Jul 10, 2019 at 4:54 PM Nancy Langlois &lt;nlanglois@norfolk.ma.us&gt; wrote:

No problem Libby. Just for some background, has Glenn resigned already? Also, prior to the meeting, can you please provide information on the nominee for the Board? I think this would be considered a "joint election".

Thanks,  
Nancy

On Wed, Jul 10, 2019 at 4:39 PM Elisabeth O'Neill &lt;eoneill@sailsinc.org&gt; wrote:

Hi Nancy,

Thank you for letting me know. I've reached out to the Trustees to make sure all can attend on 8/13. I'll get back to you asap.

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Thank you,

Libby

--

Libby O'Neill  
Library Director  
Norfolk Public Library  
2 Liberty Lane, Norfolk, MA



Town of Norfolk

Nancy Langlois &lt;nlanglois@norfolk.ma.us&gt;

---

## Library Board of Trustees Nomination to Fill an Existing Vacancy

1 message

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**Kenneth Nelson** <kenneth.nelson901@gmail.com>

Mon, Jul 29, 2019 at 9:21 AM

To: nlanglois@norfolk.ma.us

Cc: Patti McCarty &lt;bpmccartys2020@gmail.com&gt;, Elisabeth O'Neill &lt;eoneill@sailsinc.org&gt;

Good Morning,

The Board of Library Trustees is recommending that Jennifer Oliver be appointed to the Board to fill an existing vacancy.

On June 20, 2019 Library Trustee Glenn Hill resigned from his position, effective immediately. Mr. Hill's three-year term on the Library Board of Trustees was scheduled to expire in May 2020.

On June 26, 2019 the Board of Trustees and Director O'Neill met to determine the next steps to take in lieu of Mr. Hill's resignation. The Board and Director O'Neill discussed several potential candidates who might be recommended to complete the remainder of Mr. Hill's term. Two primary candidates were identified. After some discussion the Board voted 2-0 to offer the remaining 11 months of the vacant Trustee's term on the Board to Jennifer Oliver, currently a member of the Library Strategic Planning Committee. Ms. Oliver, a long-time library patron, was a significant contributing member of this group and her enthusiasm and support of the library was apparent. Ms. Oliver's appointment to this vacant position was subject to her acceptance of it and the joint approval of the Board of Library Trustees and the Town Select Board. Director O'Neill was tasked with contacting Ms. Oliver to offer her this position.

Subsequent to that meeting Director O'Neill had contacted Ms. Oliver to inquire about her possible interest in this vacancy to which she responded affirmatively.

On July 18, 2019 Board and Director O'Neill met in an open meeting and formally introduced themselves to Ms. Oliver. Ms. Oliver stated that she was excited about the opportunity to serve as a Library Trustee as she and her family were regular consumers of the Library's programs and services. She reviewed her educational, professional, and volunteer experiences and communicated her desire to serve the Norfolk Public Library.

Consequently, the Board of Library Trustees is recommending that Jennifer Oliver be appointed to the remainder of Glenn Hill's term. The Board of Library Trustees is requesting that the members of the Select Board affirm this recommendation.

The Board of Library Trustees, Director O'Neil, and Ms. Oliver will be present at the Select Board Meeting on September 3, 2019 to answer any questions that you may have regarding this matter of mutual interest.

Sincerely,

Kenneth W. Nelson

Clerk, Library Board of Trustees

August 1, 2019

To Whom it May Concern:

I am writing to express my interest in the Library Trustee position. My family and I moved to Norfolk about seven years ago. A mother of two girls, we love attending library programs and visiting with Miss Sarah and Miss Courtney. Going to the library is often the reward (bribe?) for good behavior. We have our own "library book" spot in the house so that we don't accidentally lose them and often wonder if we will hit the limit to the number of books allowed. Although, now that the girls have their own library cards, the stakes have been raised!

I am involved with and connect to the Norfolk community through many community organizations including the Norfolk Community League, PTO, Girl Scouts, theatre, and town sports. I also stay informed on a town level by attending town meetings and keeping abreast of the issues facing our town.

I have a degree in Educational Leadership and worked for many years in higher education, focusing on student affairs and transitioning to facilities management within higher education. Now I work for Girl Scouts bringing scouting opportunities to girls and adults in the MetroWest.

I have a strong background in project management, budgeting, customer relationships, problem-solving, and promotion. I would bring these strengths and my commitment to strengthening the Norfolk community to the Library Trustee position. I participated in the Strategic Planning Committee for the Library and have seen wonderful growth over the years. I am committed to supporting and furthering the efforts of the staff and Friends of the Library to ensure its continued value to Norfolk.

Thank-you for your consideration and I look forward to speaking with you further.

Sincerely,

Jennifer Oliver

651-592-4177

# Jennifer Oliver

15 Cleveland Street  
Norfolk, MA 02056

651.592.4177  
[jenoliver2008@gmail.com](mailto:jenoliver2008@gmail.com)

## EDUCATION

University of St. Thomas, 2005	Minneapolis, MN
Master of Arts, Leadership in Student Affairs	
Gustavus Adolphus College, 2000	St. Peter, MN
Bachelor of Arts, Biology and Psychology	

## WORK EXPERIENCE

### Membership Specialist

October 2018-present

Girl Scouts of Eastern MA

- Develops recruitment marketing strategies and implement appropriate tactics to increase membership
- Utilizes social media platforms to develop online marketing campaigns to effectively promote recruitment events
- Collects and cultivates leads through emails, phone calls, and in person events
- Coordinates recruitment strategies, tactics, and logistics with volunteers in the community
- Ensures Girl Scouting is open to all girls and adults by delivering the Girl Scout message of pluralism and diversity to members of the council
- Serves as secretary for the Diversity & Equity Steering Committee
- Recruits girls and adult volunteers and sets up troops
- Optimizes use of technology to support customer service for girls and adult volunteers

### Director, Facilities & Conference Services

September 2010-August 2016

Capstone On-campus Management at MassArt

- Directed facilities and operations for three residence halls including custodial, maintenance, parking, and summer conference services.
- Prepared and manage \$3 million operating budget.
- Hired, trained, supervised, and directed staff of thirteen.
- Ensured highest levels of customer service are provided by all staff.
- Coordinated administrative office functions including money collection, invoice processing, data management, damage billing, and summer occupancy.
- Oversaw all aspects of campus parking processes including lottery system, guest parking and alternative planning.
- Prepared and executed marketing plan for summer conferences, ensuring that budgeted revenue is met or exceeded.
- Created educational materials regarding energy conservation.
- Collaborated and communicated with college and owner partners.
- Chaired corporate wellness committee.
- Led women's leadership group.

### Complex Coordinator

July 2007-October 2009

Housing & Dining

Northern Illinois University

- Supervised, trained, and evaluated one full time hall director, one graduate hall director; oversaw supervision of 20 community advisors.
- Managed \$18,000 annual area programming and administrative budget.
- Collaborated with faculty to ensure student success in Living Learning Communities.
- Conducted hiring and staffing process for summer school and conferences.
- Implemented complex-wide committees to create complex identity and large scale programming.
- Served as system back-up for 6 residential areas of 6000 students.
- Supervised and adjudicated residence hall judicial cases.
- Advised residence hall council.
- Collaborated with Athletics to recruit and retain athletes in the residence halls.
- Selected by Vice President to chronicle events around campus tragedy.
- Chaired departmental Professional Staff Training and Development committee, creating timely developmental opportunities and compiling policies and procedures into a staff manual.

### Quad Director

July 2005-June 2007

Department of Residence Life

Brandeis University

- Mentored, developed, and evaluated student staff of 17 Community Advisors.
- Advised 475 first-year students in traditional style residence hall.
- Managed \$10,000 annual programming budget.
- Facilitated opening newly renovated residence hall for mid-year class.
- Advised Quad Council, a student organization that plans residential and class-wide events.
- Led committee of professional and student staff members to create summer training program for Community Advisors, including off campus experience.
- Partnered with Undergraduate Academic Affairs to create programming for students considering health professions and advise students on academics.
- Collaborated with Academic Dean, Chief of Campus Police, Director of Student Development & Conduct, Health Center representatives, and Deans of Student Life to better serve student needs and have an overall picture of student concerns.
- Served as on-call administrator for student and campus crises on evenings and weekends.
- Acted as judicial administrator for Department of Student Development & Conduct.
- Assisted with student staff and room selection processes including assessment.
- Contributed to departmental committees including Leadership Team, Experiential Learning Team, and Academic Initiatives Team.

### COMMUNITY/VOLUNTEER EXPERIENCE

Membership Coordinator, Norfolk Community League, June 2017-present, Norfolk, MA  
Girl Scouts Daisy Troop Co-Leader, Girl Scouts of Eastern MA, Norfolk, MA  
Event Co-chair, Norfolk Parent-Teacher Organization, Norfolk, MA Public Schools  
2019 Norfolk Gala Chair, Norfolk Community League, January 2018-May 2019



Town of Norfolk

Blythe Robinson <brobinson@norfolk.ma.us>

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## Fwd: reserve appointments

1 message

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**Charles Stone** <cstone@norfolk.ma.us>  
To: Blythe Robinson <brobinson@norfolk.ma.us>

Tue, Aug 13, 2019 at 1:35 PM

----- Forwarded message -----

From: **Jon Carroll** <jcarroll@norfolk.ma.us>  
Date: Tue, Jul 16, 2019 at 5:36 PM  
Subject: reserve appointments  
To: Charles Stone <cstone@norfolk.ma.us>

New Reserve Officer appointments:

Katie E. Appel  
63 Rocco Dr.  
Blackstone MA

Andrew P. Upton  
8 Independence Way, Apt. 235  
Franklin, MA 02038

Brian J. Leary  
20 Clarkson Dr.  
Walpole, MA 02081

Nicholas P. Ethier  
341 Mucciarone Rd.  
Franklin, MA 02038

Pending successful completion of police academy:  
Vanessa M. McGrath  
11 Roberta Road  
Sharon, MA 02067

--  
Jonathan M. Carroll  
Deputy Chief  
Norfolk Police Department  
117 Main St.  
Norfolk, MA 02056  
508-528-3206

---  
Charles H. Stone Jr.  
Chief of Police  
Norfolk, Mass  
FBINAA 165  
508-520-4288



Town of Norfolk

Blythe Robinson <[brobinson@norfolk.ma.us](mailto:brobinson@norfolk.ma.us)>

---

**Re: reserve appointments**

1 message

---

**Charles Stone** <[cstone@norfolk.ma.us](mailto:cstone@norfolk.ma.us)>  
 To: Blythe Robinson <[brobinson@norfolk.ma.us](mailto:brobinson@norfolk.ma.us)>

Thu, Aug 22, 2019 at 9:57 AM

Since 1983 we have always had 10 reserve officers, and then 4-5 years ago I forecast that we would be losing officers to retirement in the coming years. At that point I asked for permission and we bumped the number up to 13 reserve officers knowing it would go back down quickly.

Right now we are down to 5 reserve officers so the 4 I asked you to appoint will bring us back to 9. The 4 have already had physicals, psychological, stress test and PAT (Physical Ability Test) and have passed their background checks satisfactorily. We will not let them ride in uniform to do field training until they are appointed in case something happens on that shift. We will need to advertise again and hire 4 more.

I have two officers who have suggested they will be retiring within a year from now, although one or two more could go if they wanted to, but we have to be ready. After that within 3 years there is my Deputy Chief and me. The important part is making sure they can do the job as a reserve officer over a period of time, and that's how we get our good officers.

We have 11 specials, 6 are retired full time officers that work details and the other 5 are specials all of which have either the full time academy or the basic reserve academy 374 hours, then we require all of them to attend yearly reserve in-service training, CPR, First Responder Training and Firearms Training and if they don't go they come off our list and are not eligible for details. Hilary Nolan and Ed Nolan do not work details.

I know this may be more than you ever wanted to know, but I think its good that you ask.

CS

On Thu, Aug 22, 2019 at 8:24 AM Blythe Robinson <[brobinson@norfolk.ma.us](mailto:brobinson@norfolk.ma.us)> wrote:

Good. Please remind me how many we have already working as specials and how many we try to keep "in reserve".

Thanks,  
B

On Wed, Aug 21, 2019 at 4:59 PM Charles Stone <[cstone@norfolk.ma.us](mailto:cstone@norfolk.ma.us)> wrote:

We talked about one of the young ladies a couple months ago, in Scott's office. She needs the academy and is paying for it herself. The others are reserve trained already and two already work details and/or shifts in other towns. Katie Appel in Mansfield and Brian Leary in Abington. The other two put themselves through the academy at their own expense with the hope of being a reserve officer in Norfolk and eventually a full time officer. We have a really beneficial system in place that allows us to see them on shift and how they handle the public, different calls and how they perform under stress. We have pulled from our list of reserves to fill full time openings recently and now we have to backfill those reserve openings for the retirements that will occur in the next 3 years. The longer we get to look at them the better.

On Wed, Aug 21, 2019 at 3:32 PM Blythe Robinson <[brobinson@norfolk.ma.us](mailto:brobinson@norfolk.ma.us)> wrote:  
Chief,



Town of Norfolk

Nancy Langlois <nlangois@norfolk.ma.us>

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## Norfolk Fire Local 4134 5k for Autism

1 message

---

**Kate Howarth** <khowarth@norfolk.ma.us>

Sun, Aug 18, 2019 at 12:15 PM

To: Blythe Robinson <brobenson@norfolk.ma.us>, nlangois@norfolk.ma.us

Please find attached letter!

I am also requesting to be put on the agenda for the board of selectmen meeting to request a one day liquor license. We organized this run last year and it was a great turnout! We had food trucks and a beer tent after the race with a bounce house for kids! We are looking forward to doing this again! And we hope you will join us!

Thank you,

Kate Howarth  
FF/Paramedic  
EMS Director  
Norfolk Fire Dept



**5klettertownhall.docx**

11K

To whom it may concern:

The Norfolk Fire Department is requesting permission to organize a fundraiser 5k to support the Local 4134 and to raise awareness for autism. We will be running the morning of Sunday September 15<sup>th</sup>. The intention of this fundraiser is two-fold; we are raising money for our Local as well as making a large donation to Autism Speaks, which is a large organization that supports and raises awareness for autism.

We will be putting together a team of firefighters to walk in turnout gear and challenging other locals in the area, both Police and Fire Departments to match our team!

We are hoping to get much support from town people and have a great turn out for our second annual 5k.

Thank you in advance!

Kate Howarth  
Firefighter/Paramedic  
EMS Director  
Norfolk Fire Department



Town of Norfolk

Nancy Langlois &lt;nlanglois@norfolk.ma.us&gt;

---

**Re: Norfolk Fire Local 4134 5k for Autism**

1 message

---

**Nancy Langlois** <nlanglois@norfolk.ma.us>  
To: Kate Howarth <khowarth@norfolk.ma.us>  
Cc: Blythe Robinson <brobinson@norfolk.ma.us>

Mon, Aug 19, 2019 at 11:09 AM

Hi Kate,

Sounds like a great event! Can you please provide specifics for the event: i.e., race route, time and anticipated number of participants; as well as post-race location, time frame, type of alcohol to be served and TIPS certifications of any servers?

Once received, I can pass it along to the Police Department for their comments and put it on the next Select Board's meeting agenda. The Board currently has one scheduled meeting (September 3rd) prior to the event so the information should be submitted this week if possible.

If you have any questions, please feel free to contact me.

Regards,

On Sun, Aug 18, 2019 at 12:15 PM Kate Howarth <khowarth@norfolk.ma.us> wrote:  
Please find attached letter!

I am also requesting to be put on the agenda for the board of selectmen meeting to request a one day liquor license. We organized this run last year and it was a great turnout! We had food trucks and a beer tent after the race with a bounce house for kids! We are looking forward to doing this again! And we hope you will join us!

Thank you,

Kate Howarth  
FF/Paramedic  
EMS Director  
Norfolk Fire Dept

--  
**Nancy A. Langlois**  
Executive Assistant  
Town of Norfolk  
One Liberty Lane  
Norfolk, MA 02056  
(508) 440-2801



Town of Norfolk

Nancy Langlois &lt;nlanglois@norfolk.ma.us&gt;

---

**Re: Norfolk Fire Local 4134 5k for Autism**

1 message

---

**Kate Howarth** <khowarth@norfolk.ma.us>  
To: Nancy Langlois <nlanglois@norfolk.ma.us>

Wed, Aug 21, 2019 at 9:13 PM

Hello,

Sorry if I was unclear- the Police Chief and Deputy Police Chief have already been informed and given their approval for this and police details will be all set. They were heavily involved in the race and event last year.

Race route is as follows: Main street, to Medway, through Cape Code estates, to Medway Branch back to Main Street. The race begins at 1000. We had the bounce house and food trucks and tents in our back parking lot where they blasted by the church. It is just beer being served. The food trucks have worked in our town before so they already have paperwork for approval.

If there is any other info that I can provide please let me know!

Thank you in advance!

Kate Howarth  
FF/Paramedic  
EMS Director  
Norfolk Fire Dept

On Mon, Aug 19, 2019 at 11:09 AM Nancy Langlois <nlanglois@norfolk.ma.us> wrote:  
Hi Kate,

Sounds like a great event! Can you please provide specifics for the event: i.e., race route, time and anticipated number of participants; as well as post-race location, time frame, type of alcohol to be served and TIPS certifications of any servers?

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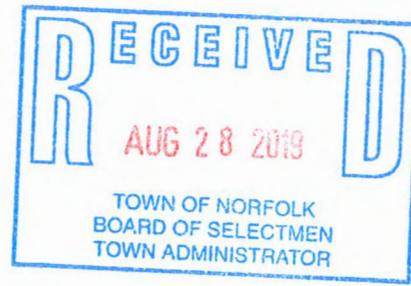
Thank you,

Kate Howarth  
FF/Paramedic  
EMS Director  
Norfolk Fire Dept

--

**Nancy A. Langlois**  
Executive Assistant  
Town of Norfolk  
One Liberty Lane  
Norfolk, MA 02056  
(508) 440-2801

August 27, 2019



Dear Nancy,

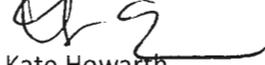
On behalf of the Norfolk Fire Department, I would like to request a One Day Liquor License for September 15, 2019 for the "**WALK FOR AUTISM**".

I sent the route in an earlier email and confirmed this route with Chief Stone and Deputy Chief Petrushik.

Please send me the list of Wholesale Liquor Companies, I will provide the TIPS Certification prior to the event.

Please contact me with any questions at 810-287-6042.

Thank you,



Kate Howarth



Town of Norfolk

Nancy Langlois &lt;nlanglois@norfolk.ma.us&gt;

---

**Re: Norfolk Fire Local 4134 5k for Autism**

1 message

**Bob McGhee** <bmcghee@norfolk.ma.us>

Thu, Aug 29, 2019 at 7:26 AM

To: Nancy Langlois &lt;nlanglois@norfolk.ma.us&gt;, Barry Lariviere &lt;blariviere@norfolk.ma.us&gt;, Blair Crane &lt;bcrane@norfolk.ma.us&gt;

Thanks Nancy

We will travel the route and look at the street conditions  
At minimum we will send the street sweeper through

On Wed, Aug 28, 2019 at 2:57 PM Nancy Langlois &lt;nlanglois@norfolk.ma.us&gt; wrote:

Good Afternoon,

As you probably know, the Fire Department is requesting the Select Board's approval to hold a 5K run as a fundraiser for Autism on September 15, 2019. They would also like to obtain a one-day alcohol license to serve beer after the event. The event begins at 10:00 a.m. and the race route is as follows: Main street, to Medway, through Cape Cod Estates, to Medway Branch back to Main Street. They plan on setting up tents in the back parking lot of the fire department. Attached please find a flyer for the event and more information provided by Kate Howarth (which states the TIPS Certifications are forthcoming).

Please provide your comments and/or concerns so I can provide to the Board in their meeting packets being prepared tomorrow a.m.

If you have any questions, please do not hesitate to contact me.

Thank you,

Nancy

----- Forwarded message -----

From: **Nancy Langlois** <nlanglois@norfolk.ma.us>

Date: Tue, Aug 27, 2019 at 11:38 AM

Subject: Re: Norfolk Fire Local 4134 5k for Autism

To: Kate Howarth &lt;khowarth@norfolk.ma.us&gt;

Hi Kate,

Do you have any questions regarding the TIPS certification? Please let me know if so; otherwise, I do need to send out the information to Chief Stone for his comments to the Select Board. We include his comments in their meeting packets which are being finalized Wednesday afternoon - Thursday morning.

Thank you.

Nancy Langlois

On Mon, Aug 26, 2019 at 9:47 AM Nancy Langlois &lt;nlanglois@norfolk.ma.us&gt; wrote:

Hi Kate,

TIPS certifications are required for anyone who is serving alcohol. It is separate from the food truck permit requirements. Who is serving the alcohol?

On Sun, Aug 25, 2019 at 7:48 PM Kate Howarth &lt;khowarth@norfolk.ma.us&gt; wrote:

Hello Nancy,

The TIPS is for the food trucks correct? I spoke to the owner and he is going to the town hall directly to get the paperwork all taken care of. He works in this town and the area towns frequently so he knows the process. Thank you for your help!

Thanks



Town of Norfolk

Nancy Langlois &lt;nlanglois@norfolk.ma.us&gt;

---

**Re: Norfolk Fire Local 4134 5k for Autism**

1 message

**Jon Carroll** <jcarroll@norfolk.ma.us>

Thu, Aug 29, 2019 at 12:11 PM

To: Nancy Langlois &lt;nlanglois@norfolk.ma.us&gt;

Hi Nancy,

I know they had the event last year and there were no problems or issues and of course we support the race and its cause 100%.

I know the Chief had some concern last year that the beer truck was selling alcohol on Town property but obviously it was approved and went off without a hitch. The race is in the morning and so the food and beer sales after the race would be over early afternoon. The beer vendor should have the TIPS certification for the servers and would also have insurance certification as would any licensed alcohol vendor in Massachusetts and as such would have to provide documentation upon application for the one day permit.

The Chief had sent this comment:

*I think the event is commendable, and we will do everything we can do to help the event go off without a hitch. The course is well laid out and between the FD and PD we will do our best to keep the runners safe. My concern as always is the introduction of alcoholic beverages to any event and selling alcoholic beverages on town property, which this time is 117 Main Street.*

*The select board can make whatever decision they deem appropriate and during deliberation, consider required TIPS servers, maximum beverage limit per customer, and an insurance policy to consider property damage and accidental injury to town employees, race participants or spectators.*

Hope that helps. I am in until 3 today if you have any other questions.

Thanks.  
Jon

On Thu, Aug 29, 2019 at 10:00 AM Nancy Langlois <nlanglois@norfolk.ma.us> wrote:

Hi Jon,

In absence of Chuck, could you please comment on this event (5K as well as one day beer license) with your thoughts and concerns?

We are also wondering if you know if TIPS certified bartenders have liability insurance?

Thank you,

Nancy Langlois

----- Forwarded message -----

From: **Nancy Langlois** <nlanglois@norfolk.ma.us>

Date: Wed, Aug 28, 2019 at 2:56 PM

Subject: Fwd: Norfolk Fire Local 4134 5k for Autism

To: Charles Stone <cstone@norfolk.ma.us>, Peter Petruichik <ppetruichik@norfolk.ma.us>, Bob McGhee <bmcghee@norfolk.ma.us>

Cc: Blythe Robinson <brobenson@norfolk.ma.us>

Good Afternoon,

As you probably know, the Fire Department is requesting the Select Board's approval to hold a 5K run as a fundraiser for Autism on September 15, 2019. They would also like to obtain a one-day alcohol license to serve beer after the event. The event begins at 10:00 a.m. and the race route is as follows: Main street, to Medway, through Cape Cod Estates, to Medway Branch back to Main Street. They plan on setting up tents in the back parking lot of the fire department. Attached please find a flyer for the event and more information provided by Kate Howarth (which states the TIPS Certifications are forthcoming).

Norfolk Firefighters Local 4134

5K for Autism

Save the Date!

**Sunday, September 15<sup>th</sup> 2019**

Run to raise money, Run for a cause!

Register Here:

<https://register.chronotrack.com/r/51822>

\*\*Local 4134 will be putting together a team to walk in turnout gear! We challenge other locals in the area to match our team!





## TOWN OF NORFOLK

**Richard J. McCarthy, Jr.**

**TOWN PLANNER**

**ONE LIBERTY LANE**

**NORFOLK, MASSACHUSETTS 02056**

**Phone: 508-440-2807**

**Email: [rmccarthy@norfolk.ma.us](mailto:rmccarthy@norfolk.ma.us)**

August 29, 2019  
Kevin Kalkut, Chairperson  
Norfolk Select Board  
1 Liberty Lane

Re: Street Acceptance Update

Dear Mr. Kalkut:

I'm writing to the Select Board in your capacity as Road Commissioners in order to accept the following roads as public way.

- Meetinghouse Road from Liberty Lane to Castle Road
- Liberty Lane from Independence Drive to MBTA parking lot
- Tailwind Circle
- Westfield Drive
- Silver Fox Run
- Saddle Ridge Way

The Select Board will need to vote their intention to layout the above roads as public ways at your September 3<sup>rd</sup> meeting. I've worked with Nancy and Blythe on a draft letter for the Select Board to vote September 3<sup>rd</sup> that spells out the first step.

As an update to the previous letter, I've received a plan and draft deed from Chris Nation's attorney for the two abutters that abut Westfield Street in for the abutters to sign over the land that Westfield Drive sits on that they own. The deeds and plan are included with this letter.

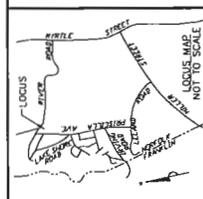
I will continue to work with Blythe, Nancy, Bob McGee, Town Counsel and developers to coordinate all efforts for the road acceptances.

I look forward to your anticipated response. If you have any questions please feel free to contact via email or phone at 508-440-2807.

Sincerely,

Richard J. McCarthy, Jr.  
Town Planner

RJM/tjm

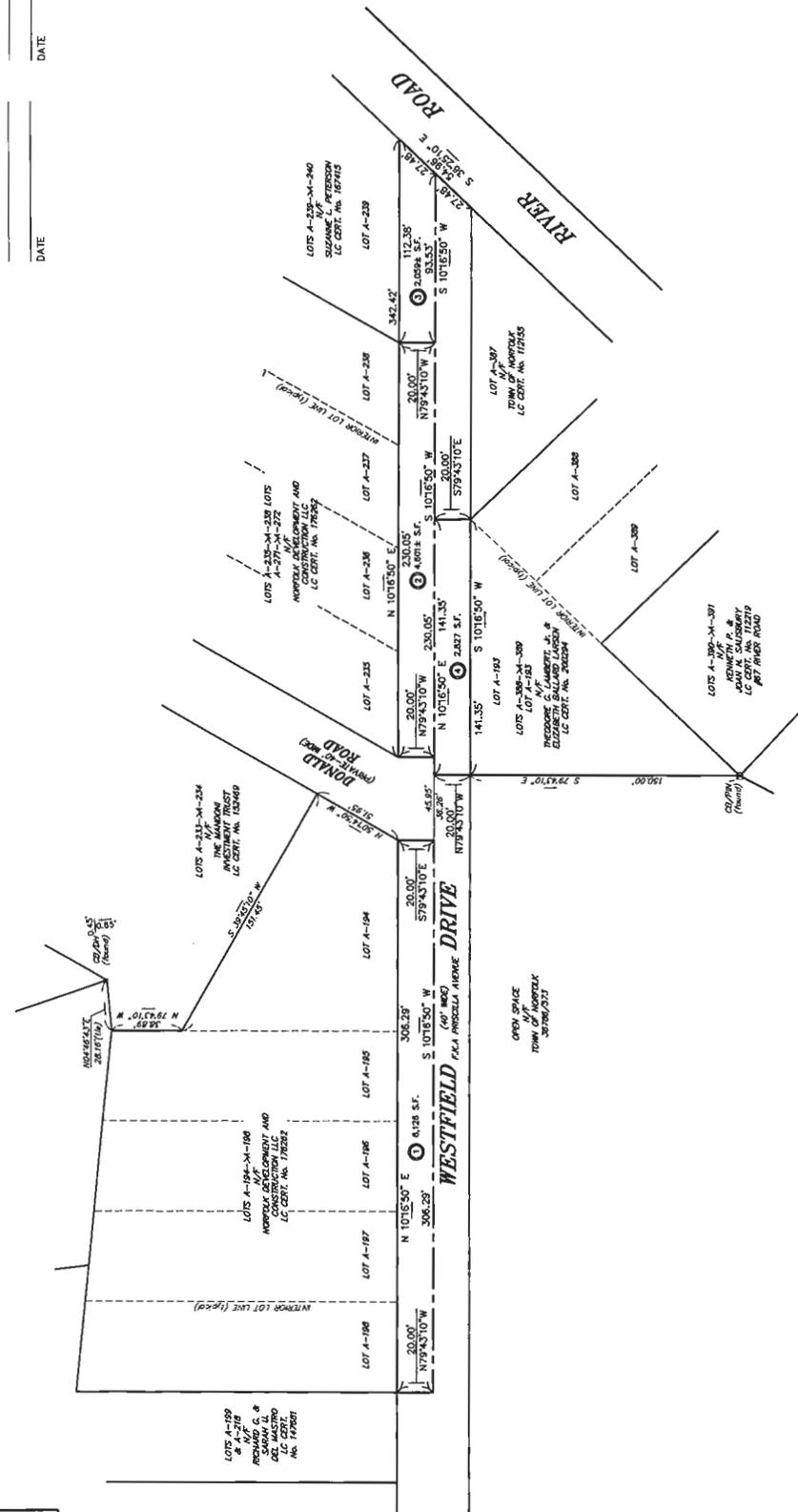


APPROVED  
NORFOLK BOARD OF SELECTION

APPROVED  
NORFOLK PLANNING BOARD

DATE \_\_\_\_\_

DATE \_\_\_\_\_



NOTE:  
THIS PLAN AND THE SURVEY ON WHICH IT IS BASED WERE  
1) PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND  
2) WESTFIELD DRIVE, VIA PRISCILLA AVENUE, IS CURRENTLY  
SHOWN ON LAND COURT PLAN NO. 8878E. A FILING WITH  
THE MASSACHUSETTS LAND COURT MAY BE NEEDED.

**WESTFIELD DRIVE**  
TAKING EXHIBIT PLAN  
IN  
**NORFOLK, MA**  
(NORFOLK COUNTY)

SCALE: 1" = 30' DATE: AUGUST 28, 2019

**Precision Land Surveying, Inc.**  
32 Tumble Road  
Southborough, Massachusetts 01772  
TEL: (508) 461-1111 FAX: (508) 461-1106  
MS 25522821.DWG

MICHAEL A. PUSTIZIL, PLS #45505

DATE \_\_\_\_\_

## QUITCLAIM DEED

Norfolk Development and Construction, LLC, a limited liability company duly established under the laws of the Commonwealth of Massachusetts, and having its usual place of business at 43 Smith Road, Hopkinton, Middlesex County, Massachusetts,

FOR CONSIDERATION OF: less than one hundred dollars, paid,

GRANTS TO: the Town of Norfolk, Massachusetts, a municipal corporation, One Liberty Lane, Norfolk, MA 02056,

**with Quitclaim Covenants,**

the following premises,

### Parcel One

A certain parcel of land located in the Commonwealth of Massachusetts, County of Norfolk, Town of Norfolk, being part of Westfield Drive (fka Priscilla Avenue) and is shown as area ((1)) on "Westfield Drive, Taking Exhibit Plan in Norfolk, MA (Norfolk County)", dated August 28, 2019, more particularly bounded and described as follows:

Beginning at a point on the westerly sideline of Westfield Drive, said point being the most northwesterly corner of the parcel; thence running

S 79°43'10" E 20.00' to a point on the centerline of Westfield Drive; thence turning and running  
S 10°16'50" W 306.29' by the centerline of Westfield Drive to a point; thence turning and running  
N 79°43'10" W 20.00' to a point on the westerly sideline of Westfield Drive; thence turning and running  
N 10°16'50" E 306.29' by the westerly sideline of Westfield Drive to the POINT OF BEGINNING.

Containing 6,126 square feet or 0.141 acres, more or less.

### Parcel Two

A certain parcel of land located in the Commonwealth of Massachusetts, County of Norfolk, Town of Norfolk, being part of Westfield Drive (fka Priscilla Avenue) and is shown as area ((2)) on "Westfield Drive, Taking Exhibit Plan in Norfolk, MA (Norfolk County)", dated August 28, 2019, more particularly bounded and described as follows:

Beginning at a point on the westerly sideline of Westfield Drive, said point being the most northwesterly corner of the parcel; thence running

S 79°43'10" E 20.00' to a point on the centerline of Westfield Drive; thence turning and running

S 10°16'50" W 230.05 by the centerline of Westfield Drive to a point; thence turning and running N 79°43'10" W 20.00' to a point on the westerly sideline of Westfield Drive; thence turning and running N 10°16'50" E 3230.05' by the westerly sideline of Westfield Drive to the POINT OF BEGINNING.

Containing 4,601 square feet or 0.106 acres, more or less.

The within conveyance is in the ordinary course of Norfolk Development and Construction, LLC's business, and is not a conveyance of all or substantially all of its assets in Massachusetts.

This conveyance was accepted by vote of the Board of Selectmen of the Town of Norfolk on \_\_\_\_\_.

IN WITNESS WHEREOF, the said Norfolk Development and Construction, LLC has caused these presents to be sealed, signed, acknowledged and delivered in its name and behalf by Ronald Nation, its Manager, hereto duly authorized, this \_\_\_\_\_, \_\_\_\_\_.

Norfolk Development and Construction, LLC

By: \_\_\_\_\_  
Ronald Nation, Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary Public, personally appeared, before me, RONALD NATION, who proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me, that he signed it voluntarily as Manager of Norfolk Development and Construction, LLC.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**QUITCLAIM DEED**

Theodore G. Lambert, Jr, and Elizabeth Ballard Larsen, 71 River Road, Norfolk, Massachusetts

FOR CONSIDERATION OF: less than one hundred dollars, paid,

GRANTS TO: the Town of Norfolk, Massachusetts, a municipal corporation, One Liberty Lane, Norfolk, MA 02056,

**with Quitclaim Covenants,**

the following premises,

A certain parcel of land located in the Commonwealth of Massachusetts, County of Norfolk, Town of Norfolk, being part of Westfield Drive (fka Priscilla Avenue) and is shown as area ((4)) on "Westfield Drive, Taking Exhibit Plan in Norfolk, MA (Norfolk County)", dated August 28, 2019, more particularly bounded and described as follows:

Beginning at a point on the easterly sideline of Westfield Drive, said point being the most northeasterly corner of the parcel; thence running

S 10°16'50" W 141.35' by the easterly sideline of Westfield Drive to a point; thence turning and running  
N 79°43'10" W 20.00' to a point on the centerline of Westfield Drive; thence turning and running  
N 10°16'50" E 141.35' by the centerline of Westfield Drive to a point; thence turning and running  
S 79°43'10" E 20.00' to the POINT OF BEGINNING.

Containing 2,827 square feet or 0.065 acres, more or less.

This conveyance was accepted by vote of the Board of Selectmen of the Town of Norfolk on

\_\_\_\_\_.

For the Grantors' title see deed from Roberta J. Barrett n/k/a Roberta J. Hovey filed as document no. 1,421,961 with the Norfolk Registry District of the Land Court and noted on Certificate of Title no. \_\_\_\_\_.

WITNESS our hands and seals this \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Theodore G. Lambert, Jr.

\_\_\_\_\_  
Elizabeth Ballard Larsen

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary Public, personally appeared, before me, Theodore G. Lambert, Jr., who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding document, and acknowledged to me, that he signed it as her free act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary Public, personally appeared, before me, Elizabeth Ballard Larsen, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding document, and acknowledged to me, that she signed it as her free act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**QUITCLAIM DEED**

Suzanne L. Peterson, 75 River Road, Norfolk, Massachusetts

FOR CONSIDERATION OF: less than one hundred dollars, paid,

GRANTS TO: the Town of Norfolk, Massachusetts, a municipal corporation, One Liberty Lane, Norfolk, MA 02056,

**with Quitclaim Covenants,**

the following premises,

A certain parcel of land located in the Commonwealth of Massachusetts, County of Norfolk, Town of Norfolk, being part of Westfield Drive (fka Priscilla Avenue) and is shown as area ((3)) on "Westfield Drive, Taking Exhibit Plan in Norfolk, MA (Norfolk County)", dated August 28, 2019, more particularly bounded and described as follows:

Beginning at a point on the westerly sideline of Westfield Drive at its intersection with the southerly sideline of River Road, said point being the most northwesterly corner of the parcel; thence running

S 36°25'10" E 27.48' by the southerly sideline of River Road to a point on the centerline of Westfield Drive; thence turning and running  
S 10°16'50" W 93.53' by the centerline of Westfield Drive to a point; thence turning and running  
N 79°43'10" W 20.00' to a point on the westerly sideline of Westfield Drive; thence turning and running  
N 10°16'50" E 112.38' by the westerly sideline of Westfield Drive to the POINT OF BEGINNING.

Containing 2,059 square feet or 0.047 acres, more or less.

This conveyance was accepted by vote of the Board of Selectmen of the Town of Norfolk on \_\_\_\_\_.

For Grantor's title see deed of Michael J. Rowe and Jennifer C. Rowe filed as document no. 1,023, 228 with the Norfolk Registry District of the Land Court and noted on Certificate of Title no. 167415.

WITNESS my hand and seal this \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Suzanne L. Peterson

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary Public, personally appeared, before me, Suzanne L. Peterson, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding document, and acknowledged to me, that she signed it as her free act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**VOTE OF INTENTION TO LAY OUT A TOWN WAY**

This is to certify that on this 3rd of September, 2019, the Select Board of the Town of Norfolk has voted, on its own initiative and based upon the recommendation of the Department of Public Works Superintendent, Bob McGee, and Town Planner, Richard J. McCarthy, it intends to lay out a Town way at Liberty Lane from Independence Drive to MBTA parking lot (Norfolk Commons). It is the opinion of the Select Board that common convenience and necessity require the laying out of Town way at this location.

In order to comply with the provisions of Chapter 82 of the Massachusetts General Laws, and to provide for a full and proper public discourse on this matter, the Select Board has also voted that notice of this intention be served upon the owners of the lands that will be acquired for this purpose, and on abutters thereto. This notice shall state the intentions of the Select Board, and announce that the Select Board will meet on (November 5, 2019) in the (Norfolk Town Hall) to hear all persons interested in the laying out of these Town ways. Further, the Select Board voted in accordance with Chapter 82 of the Massachusetts General Laws to forward Liberty Lane to the Norfolk Planning Board for a recommendation on street acceptance.

Signed,

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Blythe Robinson, Town Administrator

**VOTE OF INTENTION TO LAY OUT A TOWN WAY**

This is to certify that on this 3rd of September, 2019, the Select Board of the Town of Norfolk has voted, on its own initiative and based upon the recommendation of the Department of Public Works Superintendent, Bob McGee, and Town Planner, Richard J. McCarthy, it intends to lay out a Town way at Meetinghouse Road (Comprehensive Permit). It is the opinion of the Select Board that common convenience and necessity require the laying out of Town way at this location.

In order to comply with the provisions of Chapter 82 of the Massachusetts General Laws, and to provide for a full and proper public discourse on this matter, the Select Board has also voted that notice of this intention be served upon the owners of the lands that will be acquired for this purpose, and on abutters thereto. This notice shall state the intentions of the Select Board, and announce that the Select Board will meet on (November 5, 2019) in the (Norfolk Town Hall) to hear all persons interested in the laying out of these Town ways. Further, the Select Board voted in accordance with Chapter 82 of the Massachusetts General Laws to further Meetinghouse Road to the Norfolk Planning Board for a recommendation

Signed,

---

Blythe Robinson, Town Administrator

**VOTE OF INTENTION TO LAY OUT A TOWN WAY**

This is to certify that on this 3rd of September, 2019, the Select Board of the Town of Norfolk has voted, on its own initiative and based upon the recommendation of the Department of Public Works Superintendent, Bob McGee, and Town Planner, Richard J. McCarthy, it intends to lay out a Town way at Saddle Ridge Way (Saddle Ridge Estates). It is the opinion of the Select Board that common convenience and necessity require the laying out of Town way at this location.

In order to comply with the provisions of Chapter 82 of the Massachusetts General Laws, and to provide for a full and proper public discourse on this matter, the Select Board has also voted that notice of this intention be served upon the owners of the lands that will be acquired for this purpose, and on abutters thereto. This notice shall state the intentions of the Select Board, and announce that the Select Board will meet on (November 5, 2019) in the (Norfolk Town Hall) to hear all persons interested in the laying out of these Town ways. Further, the Select Board voted in accordance with Chapter 82 of the Massachusetts General Laws to further Saddle Ridge Way to the Norfolk Planning Board for a recommendation

Signed,

---

Blythe Robinson, Town Administrator

**VOTE OF INTENTION TO LAY OUT A TOWN WAY**

This is to certify that on this 3rd of September, 2019, the Select Board of the Town of Norfolk has voted, on its own initiative and based upon the recommendation of the Department of Public Works Superintendent, Bob McGee, and Town Planner, Richard J. McCarthy, it intends to lay out a Town way at Silver Fox Run (Sandy Knoll Estates II). It is the opinion of the Select Board that common convenience and necessity require the laying out of Town way at this location.

In order to comply with the provisions of Chapter 82 of the Massachusetts General Laws, and to provide for a full and proper public discourse on this matter, the Select Board has also voted that notice of this intention be served upon the owners of the lands that will be acquired for this purpose, and on abutters thereto. This notice shall state the intentions of the Select Board, and announce that the Select Board will meet on (November 5, 2019) in the (Norfolk Town Hall) to hear all persons interested in the laying out of these Town ways. Further, the Select Board voted in accordance with Chapter 82 of the Massachusetts General Laws to further Silver Fox Run to the Norfolk Planning Board for a recommendation

Signed,

---

Blythe Robinson, Town Administrator

**VOTE OF INTENTION TO LAY OUT A TOWN WAY**

This is to certify that on this 3rd of September, 2019, the Select Board of the Town of Norfolk has voted, on its own initiative and based upon the recommendation of the Department of Public Works Superintendent, Bob McGee, and Town Planner, Richard J. McCarthy, it intends to lay out a Town way at Tailwind Circle (Norfolk Landing Subdivision). It is the opinion of the Select Board that common convenience and necessity require the laying out of Town way at this location.

In order to comply with the provisions of Chapter 82 of the Massachusetts General Laws, and to provide for a full and proper public discourse on this matter, the Select Board has also voted that notice of this intention be served upon the owners of the lands that will be acquired for this purpose, and on abutters thereto. This notice shall state the intentions of the Select Board, and announce that the Select Board will meet on (November 5, 2019) in the (Norfolk Town Hall) to hear all persons interested in the laying out of these Town ways. Further, the Select Board voted in accordance with Chapter 82 of the Massachusetts General Laws to further Tailwind Circle to the Norfolk Planning Board for a recommendation

Signed,

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Blythe Robinson, Town Administrator

**VOTE OF INTENTION TO LAY OUT A TOWN WAY**

This is to certify that on this 3rd of September, 2019, the Select Board of the Town of Norfolk has voted, on its own initiative and based upon the recommendation of the Department of Public Works Superintendent, Bob McGee, and Town Planner, Richard J. McCarthy, it intends to lay out a Town way at Westfield Drive (Site Development for Priscilla Avenue). It is the opinion of the Select Board that common convenience and necessity require the laying out of Town way at this location.

In order to comply with the provisions of Chapter 82 of the Massachusetts General Laws, and to provide for a full and proper public discourse on this matter, the Select Board has also voted that notice of this intention be served upon the owners of the lands that will be acquired for this purpose, and on abutters thereto. This notice shall state the intentions of the Select Board, and announce that the Select Board will meet on (November 5, 2019) in the (Norfolk Town Hall) to hear all persons interested in the laying out of these Town ways. Further, the Select Board voted in accordance with Chapter 82 of the Massachusetts General Laws to forward Westfield Drive to the Norfolk Planning Board for a recommendation on street acceptance.

Signed,

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Blythe Robinson, Town Administrator

## Special Town Meeting Calendar - November 19, 2019

Date	Action
September 3rd	Open STM Warrant
September 4th	Send out Notices - Warrant Opened
September 8th	Last Day to Register to Vote - 9AM - 8PM
September 26th	Close STM Warrant
October 1st	Selectmen review list of articles
October 4th	Language due from Boards/Committees/Petitioners
October 24th	Finalize Language with Town Counsel
October 29th	Selectmen vote to execute the Warrant
by November 1st	Warrant Posted
November 5th	Organizational Meeting with the Moderator Draft set of motions available for review
November 15th	Motions Finalized
November 19th	Special Town Meeting



Town of Norfolk

Blythe Robinson <brobinson@norfolk.ma.us>

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**FW: FW: FW: Tank Cell Lease: ATTORNEY-CLIENT  
PRIVILEGED/CONFIDENTIAL/NOT A PUBLIC RECORD**

1 message

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**Peter L. Mello** <pmello@mhtl.com>

Mon, Jul 29, 2019 at 10:45 AM

To: Blythe Robinson <brobinson@norfolk.ma.us>

Cc: "David A. Deluca" <daluca@mhtl.com>

Thank you, Blythe. In my opinion, the authorization contained in the attached, unanimously approved, 2005 Fall Special Town Meeting Article 10 remains effective. Accordingly, assuming that the water tank property at issue is one of the two water tank sites identified in the Article, the Board of Selectmen has authority to enter into the proposed lease agreement with T-Mobile.

As approved Article 10 states, in relevant part, as follows:

APPROVED BY UNANIMOUS VOTE to authorize the Board of Selectmen and/or Interim Board of Public Works to enter into lease agreements for terms of up to twenty (20) years, including extensions, with one or more federally licensed wireless communications companies for the use of such portions of the following sites as the Board may deem appropriate to construct, operate, maintain, repair and replace wireless communications facilities: (1) the water tank site off Liberty Lane depicted on Assessors Map 14, Block 41, as Lot 27 . . . (2) the water tank site on Sharon Avenue shown as Assessors Map 19, Block 69, Lot 27 . . .

See attached Town Meeting results, pp. 2-3. While Article 10 limits to 20 years (including extensions) the term of a wireless communications facility lease, it provides no deadline on the Select Board's authority to enter into new lease agreements. Therefore, in my opinion, the Select Board remains authorized under Article 10 to enter into lease agreements with federally licensed wireless communications companies such as T-Mobile for the operation of wireless communications facilities on the identified water tank sites.

You mentioned that there was a related, earlier Town Meeting vote from 2002. I have only seen the attached vote from 2005. While I assume that the 2002 vote would not impact this analysis, in an excess of caution it would be helpful to review the 2002 article/vote to confirm the same. If you or Anthony have that vote at the ready and could send it along for quick review, that would be great.

Please do not hesitate to contact me with any questions regarding this matter.

WELLMAN ASSOCIATES, INC.

P.O. Box 176  
64 CARPENTER STREET  
ORANGE, MA 01364

August 20, 2019

Blythe C. Robinson  
Town Administrator  
One Liberty Lane  
Town Hall, 2nd Floor, Rm 205  
Norfolk, MA 02056

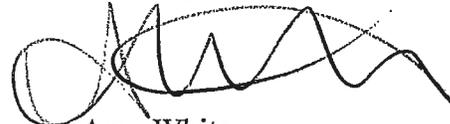
RE: 4BS1519A- Norfolk WT

Dear Ms. Robinson:

Enclosed please find three (3) Lease Agreements with regard to the above referenced site which have been signed by T-Mobile. Please coordinate signature by the Town, and upon full execution, return one copy to my attention at the above address.

Should you have any questions, please feel free to contact me at 978-337-5210.

Sincerely,



Amy White

## LEASE AGREEMENT

### Space on Norfolk Water Storage Tank for Wireless Communications

Facility: Weeber Water Storage Tank

LEASE AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the Town of Norfolk (the "Town"), a Municipality with administrative offices located at, 33 Medway Branch, Norfolk, MA (hereinafter: "Landlord" or "Town") Landlord, and T-Mobile Northeast LLC, a Delaware Limited Liability Company, 12920 S.E. 38<sup>th</sup> Street, Bellevue, WA 98006 (hereinafter: "Tenant" or "Provider"), Tenant:

1. PREMISES: Landlord is the owner of the real property located off Meetinghouse Road, Norfolk, MA as further described on Exhibit A (the "Property"). The leased premises consist of the space on the top of the Town of Norfolk's Weeber Water Storage Tank (also referred to as the "Water Storage Tank", "Water Tower" or "water tower") off of Meetinghouse Road for the attachment of wireless antennae and space at the base of said tower for the construction and maintenance of a wireless facility accessory building or structure, in accordance with the site plans, attached hereto as "Exhibit B" ("Premises") ". The premises are delivered to Tenant, and Tenant accepts the premises in their present condition, "AS IS," it being agreed that the Landlord has made no representations or warranties of any kind with respect thereto.
2. TERM: The initial lease term is five (5) years (60months)("Initial Term") commencing on the first day of the month following Tenant's commencement of construction of the installation ("Commencement Date"). The initial lease term may be further extended for three (3) five-year periods ("Renewal Term") PROVIDED THAT the Town of Norfolk Board of Selectmen so vote and PROVIDED FURTHER THAT the annual rent during any extension shall not be less than the annual rent during the initial lease term. Tenant shall be entitled to terminate this lease prior to the expiration of the lease term only upon demonstrating to Landlord's satisfaction that its federal license to operate has been revoked through no fault of the Tenant or that other adverse government action outside of the Tenant's control prevents it from continuing to provide wireless communication service or in accordance with Section 20 of this Agreement.
3. RENT: The annual rent to be paid by Tenant to Landlord is Thirty-Five Thousand Dollars (\$35,000.00) ("Rent") which Tenant shall pay in one lump sum payment in advance, for the first year within thirty (30) days of the Commencement Date. During the Initial Term and any Renewal Term, the annual rent shall be adjusted on each anniversary of the Commencement Date to an amount equal to three (3%) percent of the Rent in effect immediately prior to the adjustment date. In the event of termination of this Lease, Landlord shall reimburse Tenant any prepaid rent prorated from the date of termination.

4. **UTILITIES AND SITE ACCESS:** Landlord represents that the premises are presently serviced by underground electrical and telephone conduits and an access road. Landlord hereby authorizes Tenant, at its sole expense, to perform excavation for utilities and to pave or otherwise perform site work necessary for installation of necessary appurtenances to the antennae or accessory structure, subject to Landlord's prior review and approval of the work. To the extent that Tenant requires utility service beyond that available, Tenant shall be solely responsible for bringing onto the Premises, providing, and paying for all electrical and other utilities of sufficient capacity to serve Tenant's use of the premises for the purposes set forth herein, which shall be installed in accordance with the reasonable requirements of Landlord and in a manner that avoids unnecessary interference to other activities on the site and is reasonable in appearance, in Landlord's reasonable judgment. Tenant shall pay for the electricity it consumes in its operations. Landlord shall furnish, at no additional charge to Tenant, unimpeded and secure access to the Premises on a 24-hours-a-day, 7-days-a-week basis to Tenant and Tenant's employees, agents, contractors and other designees.
  
5. **USE OF PREMISES:** Tenant shall use the premises only for the purposes provided in paragraph one (1) and in Exhibit B; no other use shall be permitted. Tenant shall make no modifications or additions to either its panel antennae array or accessory building or structure without Municipality's prior written approval which, in the case of modifications only, shall not unreasonably be withheld, but shall be subject to any regulatory requirements including those in the Norfolk Zoning Bylaw. Tenant agrees to use and occupy the premises at Tenant's own risk, and Landlord shall have no responsibility or liability for any loss or damage to the personal property of Tenant or any person claiming by, through or under Tenant unless caused by the negligence or willful misconduct of Landlord or the officers, agents, or employees of Landlord on or about the premises. Tenant shall coordinate with any other tenants utilizing space on the Water Storage Tank to provide co-location without radio frequency interference. Tenant's antennae and equipment shall remain its property, subject to Tenant's compliance with the provisions of this Lease and Landlord's remedies in event of Tenant's default specified in Paragraph 16.
  
6. **THE TOWN'S RIGHTS OF ACCESS:** Tenant shall not block or interfere with the Town's access to the Water Storage Tank and site for inspection, maintenance and/or repairs but shall fully cooperate with the Town, PROVIDED THAT, except in case of emergency, the Town shall endeavor to provide Tenant prior notice of its intent to access the Tank. If necessary to provide the Town access to the Water Storage Tank or any party performing work on their behalf, for maintenance, demolition, or alteration of the Tank, Lessee shall remove all equipment at no cost to the Town within 120 days of receipt of written notice. The plan and schedule for the temporary removal/relocation of any and all equipment shall be as approved by the Landlord. . In order to maintain operations from the Premises, Tenant shall be permitted to erect temporary facilities at a location satisfactory to both Tenant and Landlord, which temporary facilities shall be subject to the terms hereof. Once the Landlord's Work on the tank is complete, the Tenant shall be fully responsible for relocating and reinstalling their equipment as necessary for its use under the terms of the Lease. Tenant must provide to the Town any keys, access codes or other security devices immediately upon installation of communication equipment and/or structures.
  
7. **CO-LOCATION, COORDINATION AND NON-INTERFERENCE WITH CO-TENANTS:** Tenant shall coordinate with the existing co-tenants of space on the Water Storage Tank in locating and installing its facilities pursuant to Exhibit B and shall cooperate with co-tenants in the use of the leased premises so as not to generate radio frequency interference. This provision shall create reciprocal rights of enforcement among co-tenants but the Town shall have no obligation for enforcement nor other liability to any co-tenant hereunder. Municipal communication equipment shall have priority of location and access over any and all other equipment at the site.

8. **ASSIGNMENT/SUBLETTING:** Tenant shall be entitled to assign or transfer its rights under this lease to an entity which is licensed by the FCC to operate a wireless communications facility and which is a parent, subsidiary or affiliate of Tenant or is merged or consolidated with Tenant or purchases more than a fifty percent (50%) interest in the ownership or assets of Tenant, No other assignments are permitted without prior written approval from Landlord. No subletting is permitted.
9. **LIABILITY INSURANCE:** Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease, and during any extensions thereof, a policy of commercial general liability insurance. The Town shall be included as an additional insured, against any claim of liability arising out of Tenant's use or occupancy of the leased premises. Such insurance shall further provide coverage of not less than two million dollars (\$2,000,000) single limit coverage. Coverage will be subject to review and reasonable increase at the request of the Town every five (5) years.

Certificates of such insurance shall be delivered to the Town within thirty (30) days of the commencement date and certificates of renewal or replacement thereafter shall be furnished to the Town prior to the expiration date of each such insurance policy. All such policies of insurance shall contain an endorsement that they may not be cancelled unless the insurance companies issuing such policies shall notify the Town in writing mail no less than thirty (30) days prior to the effective date of such proposed cancellation, .

In the event that any such policy is proposed to be terminated, not renewed or otherwise canceled for any reason whatsoever, be it by the insurance company or the Tenant, the Tenant shall also immediately and prior to the effective date of such termination, cancellation or non-renewal provide equivalent substitute policies in like qualified companies and in like amounts to the Town. Upon failure to so provide such substitute policies, the Town may terminate the Lease or secure equivalent insurance coverage and the Tenant shall, upon demand, pay the total premium charges thereon either directly to the insurance companies or reimburse the Town for the premiums if paid by the Town.

10. **INDEMNIFICATION:** Tenant agrees to indemnify, hold harmless, and defend the Town from and against any and all liability, loss, damage or expense, including attorney's fees, to the extent caused by or arising out of any negligent acts or omissions or willful misconduct in the operations or activities on the Property by the Tenant or the employees, agents, contractors, licensees, tenants or subtenants of the Tenant including but not limited to construction, installation, maintenance, and repair of wireless facilities, damage to the Water Storage Tank, contamination of public water supply, injury or damage to Tenant's employees, contractors or other third parties or to their property excepting only that occasioned by direct conduct of the Town or its employees, PROVIDED THAT this provision shall not apply to the extent that coverage is afforded by Tenant's public liability insurance carrier.
11. **SURETY REQUIREMENTS:** Tenant shall provide a bond, or other form of surety satisfactory to the Town in the amount of One Hundred Thousand Dollars (\$100,000.00) to secure Tenant's performance of its obligations hereunder, including but not limited to its obligations not to impair the structural integrity of the water tower, not to contaminate the public water supply, and to remove all its equipment at the termination of the Lease.
12. **TENANT'S OBLIGATIONS UPON TERMINATION OF LEASE:** Within sixty (60) days of termination of the Lease, Tenant shall peaceably surrender the premises and shall remove all equipment and structures from the Water Storage Tank and restore the area actually used by Tenant to the condition it was in prior to Tenant's attachments.

13. ENVIRONMENTAL: Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "Hazardous Substances"). Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Property, except those brought onto the Property by Tenant. Landlord represents that it has no knowledge of any Hazardous Substances on the Property. Tenant shall comply with all federal regulations regarding RF emissions, and upon written request of Landlord, provide an RF Exposure Study.
14. SPECIFIC PROVISIONS RELATING TO WATER TOWER/PUBLIC WATER SUPPLY: The installation and maintenance of any equipment on the Water Storage Tank by Tenant shall conform to the Bureau of Resource Protection's "Policy on Antennas and/or other Appurtenances Proposed to be Attached to Public Drinking Water Storage Tanks or on Water Supply Land", effective date 6-18-98, as updated, or as superseded by more recent applicable policies, standards or regulations. Tenant shall do nothing to impair or compromise the structural integrity of the Water Tower. Tenant shall do nothing that causes or has a significant potential to cause contamination to the public water supply: Tenant shall at all times provide the Town with access to the Water Tower and water supply for inspection, maintenance, and repair. Tenant shall fully cooperate with the Town in the event of an emergency involving the Water Tower or public water supply including, without limitation, the temporary suspension of transmissions. For purposes of protecting the public water supply and preventing unauthorized access thereto, Tenant shall inform the Norfolk police department by telephone prior to dispatching any personnel to the site, and shall exercise all necessary precautions to keep the site locked and secured.
15. TENANT COVENANTS: Tenant covenants with Landlord as follows:
- a. Tenant shall pay the full annual rent when due; Tenant agrees that it has no right to withhold rent or deduct from rent for any claimed offset due it from Landlord.
  - b. Tenant shall coordinate with co-tenants in the co-location of its antennae and shall not cause radio frequency interference to existing equipment of Landlord or co-tenants – no "measurable interference" as defined in FCC regulations.
  - c. Tenant shall not cause or permit damage to the water tower or contamination of the public water supply.
  - d. Tenant shall provide the Town with continuous, independent access to the water tower and public water supply.
  - e. Tenant shall remove obsolete structures promptly and shall peaceably surrender the premises and remove all of its structures and equipment within sixty (60) days at the end of the lease term.
  - f. Tenant shall maintain all structures and equipment in good repair.
  - g. Tenant shall maintain commercial general liability insurance at all times.
  - h. Tenant shall take all necessary action to prevent/minimize worker access/exposure to radio frequency radiation.
  - i. Tenant shall not cause or permit pollution or contamination of the site.

- j. Tenant shall cooperate with landlord in any maintenance, demolition or alterations of or repairs of the water tower, including, when reasonably determined to be necessary by Landlord, the removal of any of Tenant's equipment from the leased premises. When determined necessary, the tenant will remove any and all necessary equipment within 60 days of receipt of written notice at no cost to the Landlord.

16. TENANT'S DEFAULT AND LANDLORD'S REMEDIES: This Lease is made on condition that if Tenant should neglect or fail to pay the rent due hereunder within thirty (30) days after receipt by Tenant of written notice from the Town of such non-payment, or if the Tenant shall neglect or fail to perform or observe any of the other terms, provisions, conditions or covenants herein contained and on the Tenant's part to be performed or observed for a period of thirty (30) days after receipt by the Tenant of notice of such neglect or failure, or if any assignment shall be made of the Tenant's property for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of all or any part of the Tenant's property by a Court of competent jurisdiction, or if a petition is filed by the Tenant under any bankruptcy laws for relief or composition of its debts, or if the Tenant is declared bankrupt then, and in any of said cases, the Town lawfully may immediately or at any time thereafter and without demand or notice enter upon the Premises or any part thereof in the name of the whole and repossess the same, including all equipment and trade fixtures therein and/or annexed thereto, as of the Town's former estate and expel the Tenant and those claiming through or under the Tenant and remove its effects, forcibly if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or proceeding breach of covenants, and upon such entry, may terminate this Lease; and the Tenant covenants in case of such termination to pay and be liable for, on the days originally fixed for the payment thereof, amounts equal to the several installments of rent and other charges reserved as would under the terms of this Lease become due if this Lease had not been terminated or if the Town had not entered or reentered as aforesaid, and the Tenant covenants to pay and be liable for all losses and damages suffered by reason of such termination, including, but not limited to, the costs of legal counsel retained by the Town and all expenses of the Town for enforcement hereunder. In addition to all other legal and equitable remedies, Landlord shall have the right to remove equipment/structures at Tenant's expense and the right to declare equipment/structures abandoned and take ownership thereof, all without liability to Landlord. Tenant agrees to reimburse Landlord for all costs associated with the enforcement of this Agreement, or any and all provisions therein, including but not limited to all legal and court costs. Without limiting any of Landlord's rights and remedies hereunder, and in addition to all other amounts Tenant is otherwise obligated to pay, it is expressly agreed that Landlord shall be entitled to recover from Tenant all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing this Agreement from and after Tenant's default. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. Landlord shall also have the right to declare any surety forfeited and to apply same to any expenses Landlord incurs on account of Tenant's default.

17. NOTICES: Any notices required hereunder shall be in writing and served by in-hand delivery or certified mail, return-receipt requested, in the case of Landlord, to:

Town of Norfolk,  
33 Medway Branch  
Norfolk, MA 02056  
Attn: Department of Public Works

and, in the case of Tenant, to: T-Mobile USA Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Lease Compliance/Site # 4BS1519A

18. APPLICABLE LAW AND COMPLIANCE; VENUE: This Lease shall be governed by and interpreted in all respects according to the law of the Commonwealth of Massachusetts. In acting under this Lease, the Tenant shall comply with all applicable federal, state, and local laws, regulations and orders of governmental authorities. Any judicial proceeding relating to this Lease or any of the parties' rights or obligations hereunder shall be brought only in the Massachusetts Trial Court: Superior Court Department.
19. MISCELLANEOUS: This Lease represents the full and complete agreement and understanding of the parties; all prior and contemporaneous agreements are merged herein. Any modifications of the terms of this Lease shall only be effective if in writing and signed by the duly-authorized representatives of both Landlord and Tenant. This Lease shall be binding upon and shall inure to the benefit of the parties' respective representatives, successors, transferees and assigns. The captions contained herein are for convenience only; do not form a part of the Lease and shall have no legal effect.
20. Tenant may terminate this Lease without further liability, upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("FCC") ruling or regulation that is beyond the control of Tenant; (iii) technical or economic reasons; or (iv) if Tenant is unable to obtain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities.
21. Provided the Landlord retains its tax exempt status, Tenant shall be liable for any real property taxes directly attributable to the presence of Tenant's installation on the Property and Tenant shall pay the same within thirty (30) days of receipt of notice of the tax invoice. Landlord shall promptly forward Tenant any tax assessment or invoice attributable to Tenant's installation so that Tenant may make a payment in accordance with this provision. Tenant shall have the right, in Tenant's name, to challenge or contest any assessed taxes in any court or before any administrative agency with jurisdiction over the tax assessment. Tenant shall not be obligated to pay any taxes attributable to any other taxable entity or party located on the Property or with rights to use the Property. Tenant's obligation to pay any such taxes shall terminate upon the expiration or earlier termination of this Lease and the removal of all the Tenant's equipment.
22. By entering into this Contract, Tenant certifies under the pains and penalties of perjury that its proposal/bid was made in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

- 23. By entering into this contract, the Tenant certifies that under the pains and penalties of perjury, pursuant to MG.L. c. 62 § 49A(b), that it has complied with all laws of the Commonwealth related to taxes, to reporting of employee and contractors, and to withholding and remitting child support.
- 24. Tenant understands that the Massachusetts Conflict of Interest Law, M.G.L. c. 268A, applied to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of said c. 268A or which creates an appearance of such a violation.

WITNESS our hands and seals the date above written.

Town of Norfolk, Landlord  
By its Board of Selectmen:

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

T-Mobile Northeast LLC, Tenant

By Tom Ellefson - 7/29/19

Tom Ellefson  
SVP, Northeast Region  
Engineering & Operations

Lois Duran  
T-Mobile Legal Approval  
Lois Duran

Exhibit A

That certain parcel of land situate in Norfolk in the County of Norfolk Commonwealth of Massachusetts bounded and described as follows:

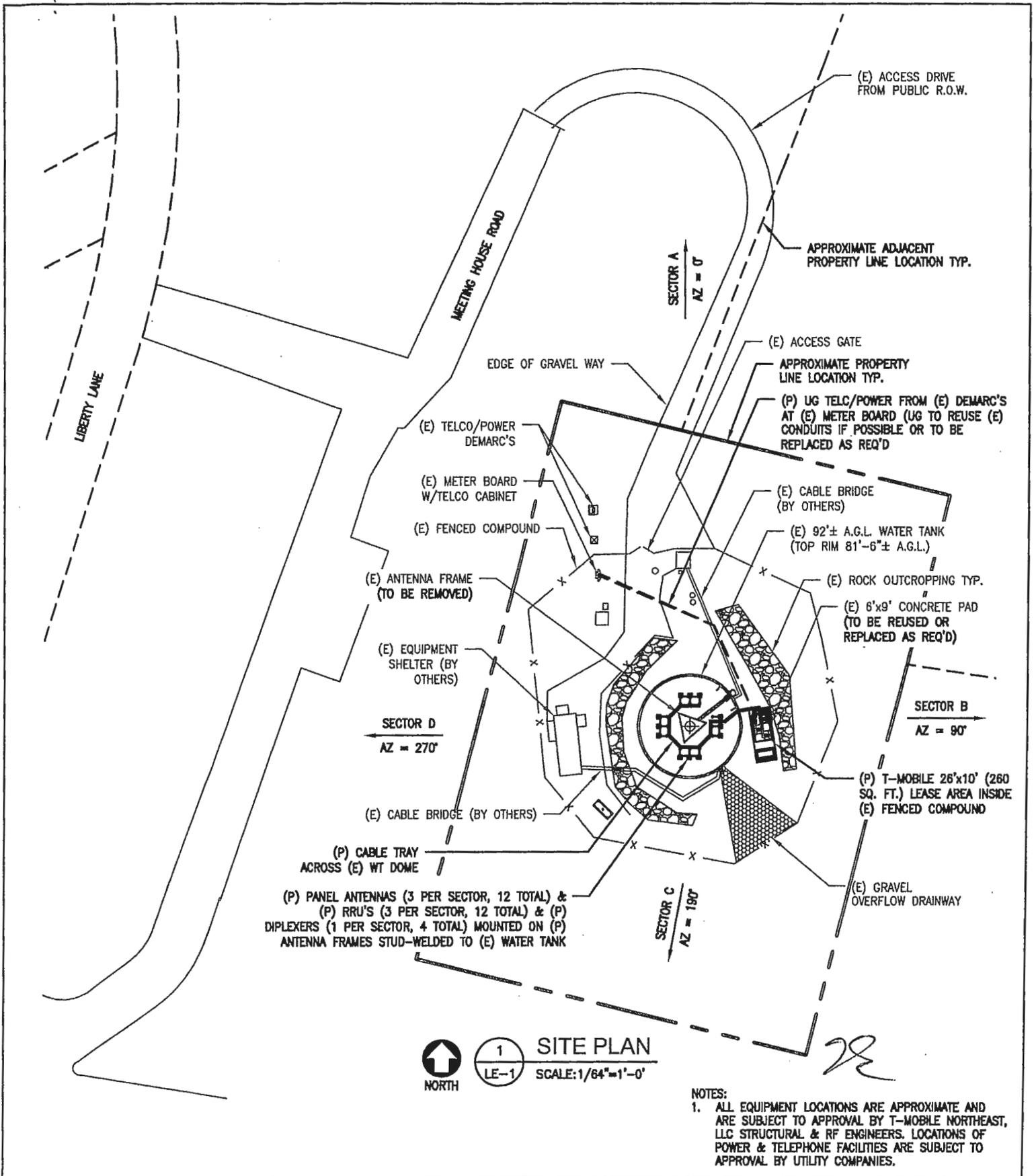
Northerly, two hundred (200) feet,  
Easterly, two hundred eighty (280) feet,  
Southerly, two hundred (200) feet, and  
Westerly, two hundred eighty (280) feet, by land now or formerly of F. Diehl & Son, Inc.

Said parcel is shown as Lot numbered 1 on a plan drawn by Landmark Engineering of New England, Inc., Surveyors, dated February 18, 1982, as approved by the Land Court, filed in the Land Registration Office as No. 37477B, a copy of a portion of which is filed in Norfolk Registry District with Certificate No. 115064, Book 576.



**EXHIBIT B**

Subject to the terms and conditions of this Lease, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s).



**1 SITE PLAN**  
 NORTH  
 LE-1 SCALE: 1/64"=1'-0"

NOTES:  
 1. ALL EQUIPMENT LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO APPROVAL BY T-MOBILE NORTHEAST, LLC STRUCTURAL & RF ENGINEERS. LOCATIONS OF POWER & TELEPHONE FACILITIES ARE SUBJECT TO APPROVAL BY UTILITY COMPANIES.

**ADVANCED**  
 ENGINEERING GROUP, P.C.  
 Civil Engineering - Site Development - Surveying - Telecommunications  
 500 NORTH BROADWAY  
 EAST PROVIDENCE, RI 02914  
 TEL: (401) 394-2403  
 FAX: (401) 833-8354

T-MOBILE NORTHEAST LLC  
 15 COMMERCE WAY, SUITE B  
 NORTON, MA 02766  
 OFFICE: (508) 286-2700  
 FAX: (508) 286-2893

TITLE: LEASE EXHIBIT  
 SITE NO: 4BS1519A  
 SITE NAME: NORFOLK WT  
 ADDRESS: 28 UNION STREET  
 NORFOLK, MA 02130

DATE:	04/10/18
DRAWN BY:	DD
REVISION:	1
SCALE:	NOTED
SHEET:	LE-1

(P) PANEL ANTENNAS (3 PER SECTOR, 12 TOTAL) & (P) RRU'S (3 PER SECTOR, 12 TOTAL) & (P) DIPLEXERS (1 PER SECTOR, 4 TOTAL) MOUNTED ON (P) ANTENNA FRAMES STUD-WELDED TO (E) WATER TANK

(P) SECTOR FRAME (TYP. OF 4) STUD-WELDED TO (E) WT DOME

(E) 92'± A.G.L. WATER TANK (TOP RIM 81'-6"± A.G.L.)

(E) ROOF VENT

(E) ANTENNA FRAME (TO BE REMOVED)

SECTOR D  
AZ = 270°

SECTOR B  
AZ = 90°

(P) CABLE TRAY STUDWELDED ON 8" STANDOFF BRACKETS ACROSS (E) WT DOME

(E) 9'x6' CONCRETE PAD (TO BE USED OR REPLACED AS REQ'D)

SECTOR C  
AZ = 180°

(P) (4) HCS CABLES FROM (P) EQUIPMENT ACROSS (P) CABLE BRIDGE TO (P) VERTICAL CABLE TRAY, THEN ACROSS WT DOME ON (P) CABLE TRAYS

(P) T-MOBILE 28'x10' (280 SQ. FT.) LEASE AREA

(E) CABLE BRIDGE (BY OTHERS)

(E) ACCESS ROOF LADDER

(E) ACCESS CAGED LADDER

(P) UG TELC/POWER FROM (E) DEMARC'S AT (E) METER BOARD (UG TO REUSE (E) CONDUITS IF POSSIBLE OR TO BE REPLACED AS REQ'D)

(P) VERTICAL COVERED CABLE TRAY STUD-WELDED TO (E) WT WALL

(P) EQUIPMENT CABINETS ON CONCRETE PAD

26'-0"

10'-0"

(P) DIESEL POWERED GENERATOR



NORTH



ENLARGED SITE PLAN

SCALE: 1=60'

NOTES:

1. ALL EQUIPMENT LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO APPROVAL BY T-MOBILE NORTHEAST, LLC STRUCTURAL & RF ENGINEERS. LOCATIONS OF POWER & TELEPHONE FACILITIES ARE SUBJECT TO APPROVAL BY UTILITY COMPANIES.

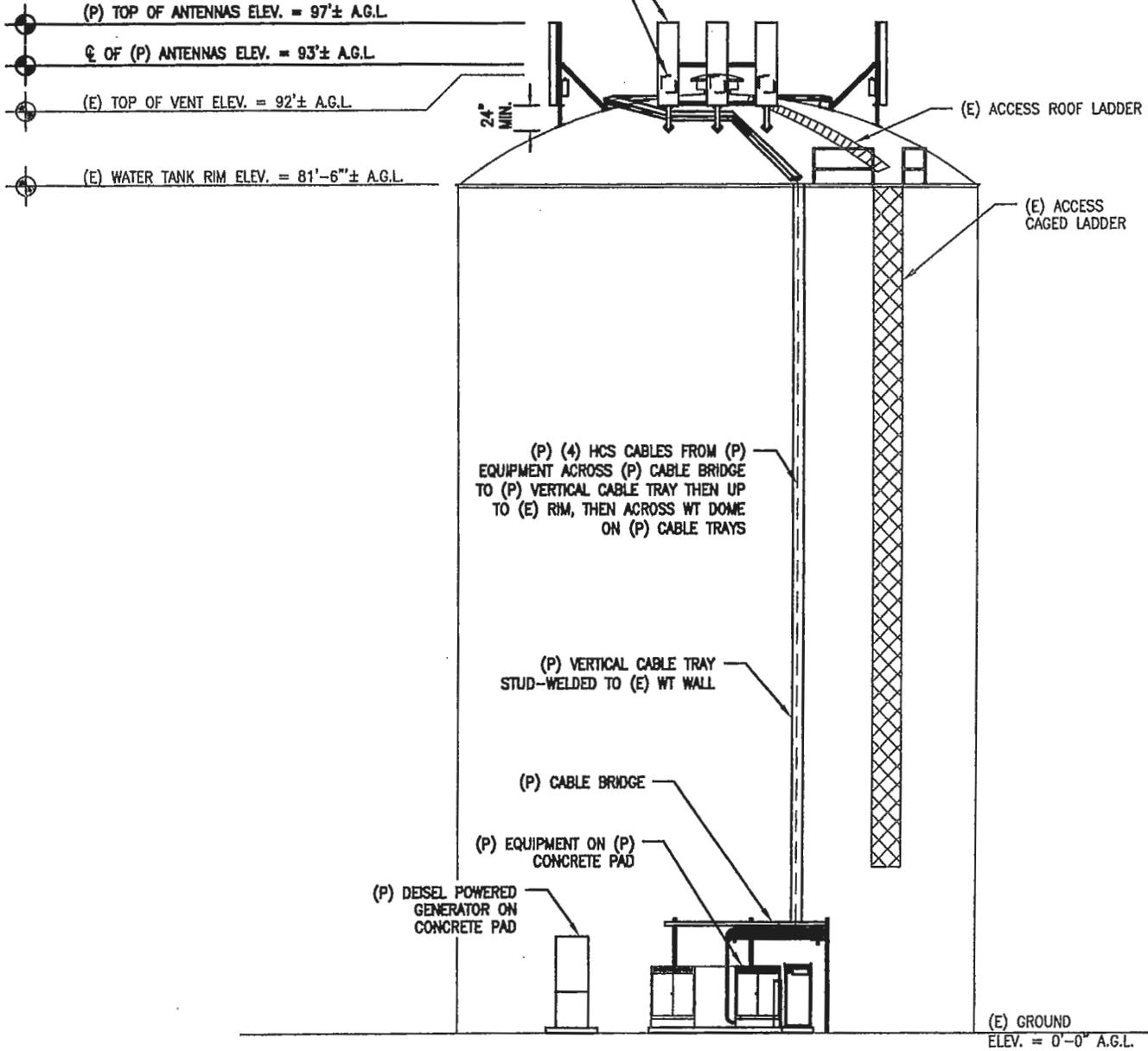
**EGADVANCED**  
ENGINEERING GROUP, P.C.  
Civil Engineering - Site Development - Surveying - Telecommunications  
500 NORTH BROADWAY  
EAST PROVIDENCE, RI 02914  
TEL: (401) 354-2403  
FAX: (401) 633-6354

T-MOBILE NORTHEAST LLC  
15 COMMERCE WAY, SUITE B  
NORTON, MA 02766  
OFFICE: (508) 286-2700  
FAX: (508) 286-2893

TITLE: LEASE EXHIBIT  
SITE NO: 4BS1519A  
SITE NAME: NORFOLK WT  
ADDRESS: 28 UNION STREET  
NORFOLK, MA 02130

DATE: 04/10/18  
DRAWN BY: DD  
REVISION: 1  
SCALE: NOTED  
SHEET: LE-2

(P) PANEL ANTENNAS (3 PER SECTOR, 12 TOTAL) & (P) RRU'S (3 PER SECTOR, 12 TOTAL) & (P) DIPLEXERS (1 PER SECTOR, 4 TOTAL) MOUNTED ON (P) STANDOFF MOUNTS STUD-WELDED TO (E) WATER TANK



1 ELEVATION  
LE-3 SCALE: 1/16"=1'-0"



## NORFOLK PUBLIC COMMENT POLICY

### **Purpose:**

To establish a policy of the Select Board (Board) with regard to those persons wishing to speak at meetings of the Board.

### **Policy:**

The Board welcomes information, concerns, and opinions from those attending Board meetings that are related to matters within the Board's jurisdiction. The Board hereby adopts this policy: to provide members of the public a fair opportunity to speak; to ensure compliance with the *Open Meeting Law* and other legal obligations; and to facilitate the orderly conduct of the Board's meetings.

### **Applicability:**

This policy applies to all persons wishing to speak at a Board meeting. The Board, at the chair's discretion, may provide the following opportunities to speak during the meeting: (i) at a "Citizen Speak" period generally scheduled at the beginning of a meeting; and (ii) at designated periods for comment on topics identified on the Board's agenda. The Board welcomes comments expressing any viewpoint related to the topics of any particular comment period upon matters within the Select Board scope of responsibility.

### **Procedures:**

- a. The Board will typically schedule time for a "Citizen Speak" comment period at or near the beginning of its meetings. "Citizen Speak" is a limited forum to comment on topics not otherwise listed on the Board's agenda and within the Board's jurisdiction or scope of responsibility. To ensure compliance with the *Open Meeting Law*, privacy laws, and other legal obligations, Board members will rarely engage with a speaker or with each other during "Citizen Speak" periods.
- b. The Board may also provide time for public comment on topics identified on the Board's agenda. Comments during such periods are limited to those related to the specific topic under deliberation.
- c. Persons wishing to provide comments to the Board shall first sign the sign-in sheet provided by the Board and identify themselves by name and address prior to commenting.
- d. All comments shall be addressed to or through the chair or acting chair of the Board.
- e. Each comment period shall not exceed 15 minutes and each speaker shall not exceed three minutes, unless otherwise determined by the chair.



- f. Disruptive comments and conduct are not allowed. Disruptive comments and conduct include, but are not limited to: the use of profanity; threats or incitement to lawless conduct or statements intended to be personally defaming or libelous; ~~discriminatory statements~~; vulgarity; comments or conduct that violate the law; comments outside of the dedicated topics for comment or beyond the scope of the Select Board authority; The Chair reserves the right to terminate speech which he/she determines to be not constitutionally protected. and to terminate other comments or conduct that interfere with the orderly conduct of Board meetings.

The chair shall provide at least one verbal warning to a speaker if he or she makes a disruptive comment or engages in disruptive conduct. If, after at least one verbal warning, the speaker persists in making disruptive comments or engaging in disruptive conduct, the chair may end that person's privilege of address for that meeting.

**Definition:**

None

**Regulatory Statutory References**

Massachusetts G.L. c.30A, §20



## Exhibit A

### PUBLIC PARTICIPATION AT SCHOOL COMMITTEE MEETINGS

All regular and special meetings of the School Committee shall be open to the public. Executive sessions will be held only as prescribed by the Statutes of the Commonwealth of Massachusetts.

The School Committee desires members of the Natick school community to attend its meetings so that they may become better acquainted with the operations and the programs of the Natick Public Schools. In addition, the Committee would like the opportunity to hear the wishes and ideas of members of the Natick school community on matters within the scope of their authority. These matters include the budget for the Natick Public Schools, the performance of the Superintendent, and the educational goals and policies of the Natick Public Schools.

In order that all members of the Natick school community who wish to be heard before the Committee have a chance and to ensure the ability of the Committee to conduct the District's business in an orderly manner, the following rules and procedures are adopted consistent with state and federal free speech laws:

1. At the start of each regularly scheduled School Committee meeting, individuals or group representatives who have signed up to speak will be invited to address the Committee during its 15-minute public comment period, which shall be known as Public Speak. Public Speak shall occur prior to discussion of Agenda items, unless the Chair determines that there is a good reason for rearranging the order at a public meeting that is unrelated to deterring participation in Public Speak.
2. All speakers are encouraged to present their remarks in a respectful manner.
3. Speakers must begin their remarks by stating their name, town or city of residence, and affiliation. All remarks will be addressed through the Chair of the meeting.
4. Public Speak shall concern items that are not on the School Committee's agenda, but which are within the scope of the School Committee's authority. Therefore, any comments involving staff members or students must concern the educational goals, policies, or budget of the Natick Public Schools, or the performance of the Superintendent.
5. Assuming that four (4) or fewer speakers sign up to engage in public comment, each speaker will be allowed three (3) minutes each to present their material. If five (5) or more speakers sign up to engage in public comment, then each speaker will be allowed two (2) minutes each to present their material. No more than six (6) speakers will be accommodated at any individual meeting.



6. Large groups addressing the same topic are encouraged to consolidate their remarks and/ or select a spokesperson to comment at Public Speak.
7. Speakers may not assign their time to another speaker, and in general, extensions of time will not be permitted. However, speakers who require reasonable accommodations on the basis of a speech-related disability or who require language interpretation services may be allotted a total of five (5) minutes to present their material. Speakers must notify the School Committee by telephone or email at least 48 hours in advance of the meeting if they wish to request an extension of time for one of these reasons.
8. The Chair of the meeting may not interrupt speakers who have been recognized to speak, except that the Chair reserves the right to terminate speech which is not Constitutionally protected because it constitutes true threats, incitement to imminent lawless conduct, comments that were found by a court of law to be defamatory, and/ or sexually explicit comments made to appeal to prurient interests. Verbal comments will also be curtailed once they exceed the time limits outlined in paragraphs 5 and 7 of this policy and/ or to the extent they exceed the scope of the School Committee's authority.
9. Disclaimer: Public Speak is not a time for debate or response to comments by the School Committee. Comments made at Public Speak do not reflect the views or the positions of the School Committee. Because of constitutional free speech principles, the School Committee does not have the authority to prevent all speech that may be upsetting and/ or offensive at Public Speak.



28

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

SUPERIOR COURT  
CIVIL ACTION  
NO. 2018-01115

COREY SPAULDING & another<sup>1</sup>

vs.

TOWN OF NATICK SCHOOL COMMITTEE & others<sup>2</sup>

**MEMORANDUM OF DECISION AND ORDER**  
**ON PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT AND**  
**DEFENDANTS' CROSS MOTION FOR SUMMARY JUDGMENT AS TO COUNT I**

Plaintiffs Corey Spaulding ("Spaulding") and Karin Sutter ("Sutter") (collectively, "plaintiffs") commenced this action against the Town of Natick School Committee ("School Committee"), Lisa Tabenkin ("Tabenkin"), the School Committee chair, and Anna Nolin ("Nolin"), the interim superintendent of the Natick Public Schools (collectively, "defendants"), alleging constitutional and statutory violations arising out of three meetings before the School Committee. This case is before the court on the plaintiffs' and defendants' cross motions for summary judgment on Count I of the plaintiffs' amended complaint. For the following reasons, the plaintiffs' motion is **ALLOWED** and the defendants' motion is **DENIED**.

**BACKGROUND**

The summary judgment record reveals the following undisputed facts.<sup>3</sup>

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<sup>1</sup> Karin Sutter

<sup>2</sup> Lisa Tabenkin, individually and in her official capacity as Chair of the Natick School Committee; Anna Nolin, individually and in her official capacity as Interim Superintendent of the Natick Public Schools

<sup>3</sup> The plaintiffs submitted the Affidavit of Benjamin J. Wish, and they rely on the attachments thereto in their statement of material facts. In their own statement of additional facts, the defendants reference the "(First) Aff. of Anna Nolin," the "Second Aff. of Anna Nolin," the "Aff. of Timothy Luff," the "Aff. of Lisa Tabenkin," and lettered, yet unidentified, exhibits (i.e., Additional Facts Nos. 11-15, 17). In the context of summary judgment motions, Rule 9A(b)(5)(vi) of the Superior Court Rules requires that "[a]ll exhibits referred to in a motion, a cross-motion, or opposition thereto shall be filed as a joint appendix, which shall include an index of the exhibits. The initial moving party, with the cooperation of each opposing party, shall be responsible for assembling the joint

Pursuant to the document titled "Public Participation at School Committee Meetings" ("Participation Policy"), "[a]ll regular and special meetings of the School Committee shall be open to the public." Benjamin J. Wish ("Wish") Affidavit, Exhibit B. "The School Committee desires citizens of the District to attend its meetings so that they may become better acquainted with the operations and the programs of . . . [Natick] public schools. . . . [and so that the School Committee can] hear the wishes and ideas of the public." Id.

"In order that all citizens who wish to be heard before the [School] Committee have a chance and to ensure the ability of the [School] Committee to conduct the District's business in an orderly manner, the following rules and procedures are adopted:

1. At the start of each regularly scheduled school committee meeting, individuals or group representatives will be invited to address the [School] Committee. The Chairperson shall determine the length of the public participation segment [i.e., 'Public Speak'].
2. Speakers will be allowed three (3) minutes to present their material. The presiding Chairperson may permit extension of this time limit.
3. Individuals may address topics within the scope of responsibility of the School Committee.
4. Improper conduct and remarks will not be allowed. Defamatory or abusive remarks are always out of order. If a speaker persists in

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appendix and the index." The parties' submissions do not comply with this rule, but, as the summary judgment record is reasonably small, the court will accept it. See Superior Court Rule 9A(b)(6) ("The court need not consider any motion or opposition that fails to comply with the requirements of this rule.").

The court also notes that the defendants' citations to its own record are unclear. In addition to the unidentified lettered exhibits noted above (which the court presumes refer to the exhibits attached to Benjamin J. Wish's affidavit), the "(First) Aff. of Anna Nolin" is not included with the summary judgment papers. A search through the case file revealed the Affidavit of Anna Nolin, dated April 30, 2018, as Exhibit A to the Defendants' Opposition to the Plaintiffs' Motion for a Preliminary Injunction (paper #9). The court presumes that this April 2018 affidavit is the "(First) Aff. of Anna Nolin." Additionally, in the defendants' response to the plaintiffs' Statement of Fact No. 3, the defendants write, in pertinent part, "A true and accurate copy of the policies can be found on the [Massachusetts Association of School Committees] website and is attached as Exhibit A. Ex. A; Affidavit . . . of Lisa Tabenkin." There is no "Exhibit A" attached to the Statement of Material Facts, and the only affidavit from Tabenkin that the court can locate in the record is paper #24 ("Revised Affidavit of Lisa Tabenkin") which does not mention the Massachusetts Association of School Committees. Given the actual issues before the court, and the availability of the Massachusetts Association of School Committees' policies on the Internet, see note 4, infra, these deficiencies are ultimately of no consequence. See note 24, infra.

improper conduct or remarks, the Chairperson may terminate that individual's privilege of address.

5. All remarks will be addressed through the Chairperson of the meeting.
6. Speakers may offer such objective criticisms of the school operations and programs as concern them, but in public session the [School] Committee will not hear personal complaints of school personnel nor against any member of the school community. Under most circumstances, administrative channels are the proper means for disposition of legitimate complaints involving staff members.
7. Written comments longer than three (3) minutes may be presented to the [School] Committee before or after the meeting for the [School] Committee members' review and consideration at an appropriate time."

Id.<sup>4</sup> Also pursuant to the Participation Policy,

"No person shall address a meeting of a public body without permission of the chair, and all persons shall, at the request of the chair, be silent. No person shall disrupt the proceedings of a meeting . . . . If, after clear warning from the chair, a person continues to disrupt the proceedings, the chair may order the person to withdraw from the meeting and if the person does not withdraw, the chair may authorize a constable or other officer to remove the person from the meeting."

Id. (formatting omitted), quoting G.L. c. 30A, § 20(g).<sup>5</sup>

The School Committee's meeting agendas provide for "Public Speak" during the first fifteen minutes of the School Committee's meetings. Wish Affidavit, Exhibits A, C, F, H. During "Public Speak," "any individual may voice an opinion or concern on any school-related

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<sup>4</sup> The Participation Policy is nearly identical to the policy with the code BEDH and titled "Public Comment at School Committee Meetings," set forth in the Massachusetts Association of School Committees' reference manual. <http://z2policy.ctspublish.com/masc/Z2Browser2.html?showset=masterset> (last visited October 9, 2018). Other Massachusetts towns and cities use a variation of this policy as well. See <http://z2policy.ctspublish.com/masc/Z2Browser2.html?showset=mascall> (last visited October 9, 2018) (setting forth online policy manuals for various Massachusetts towns and cities).

<sup>5</sup> More accurately, the Participation Policy purports to quote G.L. c. 30A, § 20(f). Section 20(f) of G.L. c. 30A is now section 20(g). See St. 2014, c. 485 (amending G.L. c. 30A, § 20).

issue that is not on the agenda. During [P]ublic [S]peak there will not be an opportunity for debate of issues raised.” Id.

#### I. January 8, 2018, School Committee Meeting

The following is a summary of the School Committee meeting held on January 8, 2018 (“January 8th meeting”), and assistant superintendent Timothy Luff’s 911 call, both of which are contained on the DVD attached to the Wish Affidavit.<sup>6</sup>

At the beginning of the January 8th meeting, Tabenkin, as the chair, asked if anyone was present for Public Speak. An attendee off camera identified three people, including the speaker herself, who wanted to speak. Tabenkin reminded them that Public Speak is “only for fifteen minutes, so we have to give everyone equal amount of time.”

Spaulding identified herself at the podium and said, “I am the mother of a child that was mercilessly bullied into suicide here in Natick.”

The superintendent at the time, Dr. Peter Sanchioni (“Sanchioni”) and Tabenkin interrupted Spaulding. Sanchioni said, “Stop it right now. Stop it right now. That is unfettered lies” and Tabenkin said, “We can’t. We can’t.”

Spaulding said, “Excuse me, it’s not unfettered.”

Sanchioni replied, “No, it is. We’re ending this right now. . . . the police will be called. . . . Nope, nope.”

Spaulding attempted to continue to speak about her daughter. Then Sanchioni said, “You have<sup>[7]</sup> the opportunity to meet with the chair and the superintendent -”

Spaulding broke in with “No, I did not, actually -”

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<sup>6</sup> The court conducted its own transcription of each of the three meetings at issue, as quoted below.

<sup>7</sup> The parties transcribe this word in the past tense, that Spaulding *had* an opportunity to meet with Sanchioni and Tabenkin. Sanchioni clearly uses the word “have” at approximately 1:35 of the DVD of the recording.

Sanchioni replied, “No, we’re offering that right now, but you’re not doing this on [sic] public and you’re going to disparage the Natick Public Schools.”

While Sanchioni was speaking, Spaulding said, “You know what, then, you’re going to have to call the police. You’re going to have to call the police. I am invoking my civil right in speaking.”

Tabenkin suspended the meeting, and the School Committee members left the room.

Thereafter, Luff called the Natick police, informing the dispatcher that an “irate parent” was at the January 8th meeting and requesting assistance from the police in removing her.<sup>8</sup>

## **II. January 2018 No Trespass Order**

Sanchioni, as then-superintendent, sent Spaulding a letter dated January 9, 2018, in reference to the January 8th meeting. Plaintiffs’ First Amended Verified Complaint, Exhibit E. In that letter, Sanchioni wrote,

“During the public speak portion of the meeting, you confronted the School Committee and made several statements which were inaccurate and seemed intended to disrupt the School Committee meeting relative to your daughter and her emotional status. You were asked to discontinue your behavior as it was disrupting the meeting and not an appropriate topic for a public meeting. In fact, I offered to meet with you to discuss your concerns which involved your daughter. Instead, you continued to discuss these sensitive matters in front of your daughter, which resulted in the School Committee having to suspend its meeting due to your continued disruption of the meeting and due to the potential emotional harm that such statements could cause to a minor child. You continued to refuse to leave the meeting until such time as you could play a song on a computer for the School Committee. The police were called and had to escort you out of the building.

“I am writing to offer you an opportunity to meet with me and provide your explanation of your conduct at the January 8th . . . meeting and why I should not issue a no trespass order.”

Id.

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<sup>8</sup> It is undisputed that the Natick police arrived and escorted Spaulding from the building.

In a follow-up letter to Spaulding dated January 16, 2018, Sanchioni wrote,

“Since you declined to schedule a meeting with me to discuss your inappropriate and disruptive behavior, I am hereby [sic] issuing this letter of no trespass. Consequently, upon receipt of this letter, you are hereby forbidden from entering upon the premises of the central administrative offices at 13 East Central Street in Natick. Failure to comply will result in legal action, including, but not limited to police notification and arrest.

....

“This letter in no way limits your right to advocate for your daughter for an educational placement should you decide to . . . return to [Natick] public schools.

...

“To reiterate, please be advised that this letter constitutes official notification of the Natick Public Schools that you are not allowed to enter the premises of the Natick Public Schools’ central administrative offices . . . . Should you choose to ignore or violate the terms of this no trespassing order, the Natick Police Department with [sic] be immediately notified and a criminal complaint or arrest may be made. There are no exceptions to this directive unless you obtain the advance written approval from me.”

Plaintiffs’ First Amended Verified Complaint, Exhibit F.<sup>9</sup>

In a letter dated April 30, 2018, Nolin revoked Spaulding’s no trespass order.

Attachment to (First) Affidavit of Anna Nolin.

### III. February 5, 2018, School Committee Meeting

The following is a summary of the School Committee meeting held on February 5, 2018 (“February 5th meeting”) contained on the DVD attached to the Wish Affidavit.

Tabenkin opened the meeting and informed the attendees that an individual had permission to film the meeting.<sup>10</sup> Tabenkin began the Public Speak segment of the February 5th meeting by stating,

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<sup>9</sup> The Plaintiffs’ Statement of Fact No. 29 erroneously states, “A true and correct copy of the ‘Notice of no trespass order’ is attached here as Exhibit F.”

<sup>10</sup> According to the defendants, the individual filming the February 5th meeting was Sutter’s friend, Ronald Alexander.

“Before we go to Public Speak, I just want to remind everyone that Public Speak is . . . not to exceed . . . a period of fifteen minutes, as well as Public Speak is not a place for individuals to speak about personnel, school-related personnel, or individual students, and also . . . if it is on the agenda, please wait if you care to speak about something that’s on the agenda, please wait [un]til we get to that topic.”

During the Public Speak portion of the School Committee meeting held on February 5, 2018 (“February 5th meeting”), three people spoke before Sutter. Tabenkin stopped the first speaker because his topic related to an item on the agenda. The second and third speakers were parents of Natick High School students from a particular neighborhood. They wanted to make the School Committee aware of their efforts to make the high school bus routes safer for their children and to ask for the School Committee’s support.

Sutter then approached the microphone and stated, “This is really hard for me.” She introduced herself and said that she “was a Natick resident for eighteen years” and that she knew “many” of the School Committee members. For “the future and well-being of [her] boys and family,” they moved out of Natick as a result of the “retaliation and retribution [they] received at the hands of the Natick Public Schools.”

Tabenkin cut Sutter off, stating, “I have made it very clear . . . at the beginning that Public Speak is not for personnel issues or talking about individual students.”

Sutter replied, “Okay. . . . I have more to say.”

Tabenkin responded, “I’m going to tell you . . . if this is the . . . theme, and you’re going to continue on this, . . . it is not going to be allowed. So if you’re talking about personnel, if you’re talking about individual students, this is not the forum for that. We have other means.”

Sutter read a Winston Churchill quote about courage, then observed that she herself was “being very brave” in attending the School Committee meeting to “voice [her] concern about the hostile, unsupportive climate of fear that exists in the Natick Public Schools.”

Tabenkin interrupted Sutter, telling her, "I am ending this right now." When Sutter stated that she did not understand, Tabenkin replied, "You do understand. You are talking about personnel issues. You are talking about . . . there is no time . . . You cannot speak defamatory about the Natick . . . in Public Speak."

Sutter stated that she would "refrain from that."

In response to an off-camera "why not?" from a male questioner, Tabenkin stated, "Because this is Open Meeting Laws." The off-camera male voice stated that "Open Meeting Law says nothing like that," to which Tabenkin responded, "You are out of order. . . . I am allowing you to film this without any disruptions. If you continue to disrupt, I will ask you to turn off the camera. This is a meeting, and if you don't . . . I will suspend the meeting. Okay? The choice is yours. So I'd ask for no more disruptions." To Sutter, Tabenkin said, "If you'd like to continue, . . . I've given you as much leeway as I'm going to give you. So I'm telling you, any defamatory --"

Sutter interjected, "It's really hard not to be able to come up to this podium and speak the truth as a parent, okay? I'll get to what I witnessed a month ago at this meeting."

Tabenkin interrupted again, announcing, "I am now suspending the meeting. We are not discussing that . . . I have made it quite clear we are not talking about personnel issues or students, and that was --"

Sutter broke in, stating, "It was the way a public speaker was treated."

Tabenkin said, "I am suspending the meeting. You have a choice and I am making this clear, to leave while the meeting is suspended. If you continue with this, you will be escorted out of here, and I am suspending the meeting." Tabenkin struck her gavel, and the School Committee members left the room. When the February 5th meeting resumed, Tabenkin read

G.L. c. 30A, § 20(g), and Paragraph 4 of the Participation Policy to the attendees, prefacing it by stating, "Let me just make some things clear about our policies around Public Speak."

A couple of minutes of Public Speak remained, and Tabenkin asked if anyone else wanted to speak. Ron Alexander ("Alexander") came to the podium and informed the School Committee that the executive session they had convened earlier in the evening violated the Open Meeting Law by not following the proper procedure. Tabenkin broke in, stating that she had just read the policies, but Alexander proceeded to speak over her. Tabenkin hit her gavel, suspending the meeting again and the School Committee members walked out.

When the meeting resumed, another Public Speak speaker discussed the bus safety issue and asked about next steps. Tabenkin said that she and Nolin would set up a meeting to discuss the issue with the concerned parents.

Tabenkin then officially ended Public Speak.

#### IV. March 12, 2018, School Committee Meeting

The following is a summary of the School Committee meeting held on March 12, 2018 ("March 12th meeting") contained on the DVD attached to the Wish Affidavit.

Tabenkin introduced the Public Speak segment of the March 12th meeting by stating that Public Speak is "a period not exceeding fifteen minutes during which time any individual may voice an opinion or concern on any school related issue that is not on the agenda. During Public Speak there will not be an opportunity for debate of issues raised." Tabenkin then read out loud G.L. c. 30A, § 20(g), and Paragraph 4 of the Participation Policy.

Sutter introduced herself at the podium. In response to a question from the School Committee, Sutter stated that she had been a resident of Natick for eighteen years but that she was no longer a resident. Sutter thanked them for the privilege to speak and read a quote from

Benjamin Franklin about justice. Sutter then said, “Tonight I’m here to express my concern about the hostile and unsupportive climate of fear that still exists in Natick Public Schools. Almost four years ago, our family made the difficult decision to move to another town. This was necessary because of the retaliation and retribution we received –”

Tabenkin interrupted, stating, “I’m going to let you continue. But we are not going to discuss any individual. . . . I just want to be clear . . . . We’re not talking about individuals and we’re not going to hear defamatory statements as part of our policy. But please continue . . . with those guidelines.”

Sutter replied,

“I’m not trying to be difficult, I’m really not. It’s just really hard to watch things that happened to you happen to other people. . . . I’m very saddened to . . . see this continue in this town. I’m concerned about . . . a few things I’ve seen over the past few weeks that the committee approved inaccurate . . . meeting minutes from 1-8 and 2-5. Fortunately, both my boys are doing fantastically after leaving this environment, and it has shed a light to me as a parent about the way things can be done and to watch them continue to be done differently is . . . upsetting. I’m also concerned, with all due respect Tim, about your special ed. presentation a few weeks ago. There were some things in there that did not ring true for me at all based on my own experience and the experience of others.”

Sutter went on to express concern and skepticism about certain data concerning special education, and suggested that the School Committee hold public discussions to discover “what is going on” with respect to special education and hire someone from outside the district to conduct a survey.<sup>11</sup>

#### V. March 2018 Email

In a March 2018 email to the “Natick Schools Community,” the Natick Public Schools and School Committee wrote,

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<sup>11</sup> Alexander also spoke at the March 12th meeting in a way that Tabenkin characterized as disruptive and caused her to suspend the meeting. Once the meeting was suspended, the recording continued without audio. The DVD shows two Natick police officers arriving at the suspended meeting and speaking to someone off camera.

“Recent School Committee meetings have had various visitors who have both attended, spoken at, and taped our meetings; subsequently posting videos with editorialized content and titles. We would like to take the opportunity to provide the community with deeper understanding and information about how we conduct [S]chool [C]ommittee meetings and why events have transpired as they have.

“The [P]ublic [S]peak portion of a [S]chool [C]ommittee meeting is generally an opportunity for members of the community-at-large to address us with their feedback, concerns, and questions regarding the activities of the school department. Unfortunately, recent [P]ublic [S]peak situations represent long-standing issues that have been attempted to be resolved in many ways to date.

“It is worth clarifying the following: [P]ublic [S]peak is not the same as making a formal complaint for resolution in the system.

“The [S]chool [C]ommittee policies that guide community members as they seek to address issues are the following:

- KE-General Complaints
- KEB/KEB-R Personnel Complaints/Criticism

“In both cases, they ask that the issues be brought to the authority closest to the situation and move up the chain of authority (teacher to supervisor, supervisor to principal, principal to superintendent, superintendent to school committee). However, a formal complaint that has not been successfully resolved at lower levels can be brought to a body like [S]chool [C]ommittee through a formal written complaint (this is the formal policy) and as a procedure, we always invite personal meetings to resolve issues. However, if complaints have been resolved through other means such as litigation, the [S]chool [C]ommittee cannot discuss them, nor do they have the authority to take action on these complaints.

“A recent visitor to [P]ublic [S]peak was disruptive to the meeting, which meant that school district business could not be attended to as efficiently as expected, and because ‘defamatory statements,’ (damaging to reputations/slanderous/libel) were used, this violates our [P]ublic [S]peak policy. Speaking using vulgar language and ideas in front of our high school students (or in front of anyone) is not appropriate.

“Avoiding defamation, abusive remarks, or personal statements about children and personnel does not preclude a person expressing their general opinions (opining) about broad general issues, i.e., ‘something has to be examined in the way special education students are identified,’ or ‘administration is not listening to our concerns about unsafe busing.’

“We always warmly welcome [P]ublic [S]peak, but we are also responsible for ensuring the critical business of the school district is conducted appropriately.

The importance of reiterating the [P]ublic [S]peak rules of conduct during the meeting was to remind our visitors that there are specific rules that we (as a committee) are bound by and to implore them to respect those rules as well.

“We are only able to stop disruptive or abusive speech/speech about specific students and personnel after warning a person that they are doing so. When a speaker uses defamatory and/or abusive remarks, speaks about specific personnel or students, becomes disruptive as defined by the chair (which may include yelling, defamatory remarks, abusive language and actions, engaging the [S]chool [C]ommittee, refusing to relinquish the floor, and filibustering) we have to reiterate the policy as a first step to resolving the communication issue and restore the decorum of the meeting.

“[P]ublic [S]peak is not designed to be a two-way conversation (this is also true of the other boards, like the Board of Selectmen). When broad concerns are raised, the central office administration determines the best person within the organization to address and investigate the concern and we follow up with the public speaker. That is why we take names and information at [P]ublic [S]peak and include them in our minutes.

“As of late, many topics raised during our meetings tend to be sensitive in nature, concerning personnel, complaints about specific personnel, or about specific students and thus cannot be responded to in a public forum. We can certainly understand that parents and members of the public want to use [P]ublic [S]peak as an opportunity to gain a wider audience for their message. However, our first duty is to protect student and staff privacy – and we take this charge seriously. As it relates to some of our recent visitors to [P]ublic [S]peak, unfortunately, this may have come across as uncaring to viewers. However, it is evident that we are dedicated to supporting and protecting our students and their families and meeting our legal obligations.

“We do want to assure you that all parties who have come to [P]ublic [S]peak recently, had been advised they could not speak on specific or sensitive issues in the public meeting and have been invited to speak with individual administrators and/or [S]chool [C]ommittee members on multiple occasions. Additional constraints do indeed come into play in some of these situations, as may be evident in watching the videos or visiting the meetings. These are complex issues and we work to allow for free speech – but even free speech is guided by policy and decorum in the realm of open public meetings. We work regularly with our on-staff public relations and communications director and our attorneys in these matters so we can strike this balance.”

Wish Affidavit, Exhibit J (underlining in original) (“March 16th email”).

## DISCUSSION

### I. Standard of Review

Summary judgment is granted where there are no genuine issues of material fact and where the moving party is entitled to judgment as a matter of law. Mass. R. Civ. P. 56(c); Cassesso v. Commissioner of Corr., 390 Mass. 419, 422 (1983); Community Nat'l Bank v. Dawes, 369 Mass. 550, 553 (1976). The moving party bears the burden of affirmatively demonstrating the absence of a triable issue, and that the summary judgment record entitles the moving party to judgment as a matter of law. Flesner v. Technical Commc'ns Corp., 410 Mass. 805, 808-809 (1991); Pederson v. Time, Inc., 404 Mass. 14, 16-17 (1989); see Kourouvacilis v. General Motors Corp., 410 Mass. 706, 716 (1991). The court considers the evidence presented in the light most favorable to the nonmoving party. Mass. R. Civ. P. 56(c); Augat, Inc. v. Liberty Mut. Ins. Co., 410 Mass. 117, 120 (1991); Parent v. Stone & Webster Eng'g Corp., 408 Mass. 108, 113 (1990); Flynn v. Boston, 59 Mass. App. Ct. 490, 491 (2003). The nonmoving party, however, cannot rest on his or her pleadings and mere assertions of disputed facts to defeat the motion for summary judgment. LaLonde v. Eissner, 405 Mass. 207, 209 (1989). “[B]are assertions and conclusions . . . are not enough to withstand a well-pleaded motion for summary judgment.” Polaroid Corp. v. Rollins Envtl. Servs., Inc., 416 Mass. 684, 696 (1993).

### II. Count I

In Count I of their First Amended Verified Complaint, the plaintiffs seek the following declarations:

“i. Defendants may not regulate protected speech during any time period designated for speech by the public based on the content of the message of the speaker, the view point of the speaker, or their desire to avoid criticism, ensure proper decorum, or avoid personal or derogatory or even defamatory statements unless such regulation is the least restrictive means necessary to achieve a compelling government interest;

“ii. Defendants may not regulate speech during any time period designated for speech by the public other than in compliance with a valid, constitutional written policy, including definite, objective standards for regulation of speech, adopted by the School Committee in accordance with all relevant laws and regulations;

“iii. Paragraph 4 of the [Participation Policy] is unconstitutional and violates Article 16 of the Massachusetts Declaration of Rights;

“iv. Paragraph 6 of the [Participation Policy] is unconstitutional and violates Article 16 of the Massachusetts Declaration of Rights.

“v. The bases for regulating speech set out in the March 16, 2018 4:40 PM email from the Natick Public School[s], School Committee and Central Office are unconstitutional and violate Article 16 of the Massachusetts Declaration of Rights; and

“vi. The ‘No Trespass Order’ issued against Ms. Spaulding violates Article 16 of the Massachusetts Declaration of Rights and is void and unenforceable.”

The plaintiffs seek partial summary judgment on Count I, subparagraphs iii, iv, and v, arguing that Paragraphs 4 and 6 of the Participation Policy and the March 16th email are unconstitutional on their face and as applied to the plaintiffs. The defendants oppose that motion and seek partial summary judgment as to those same sections of Count I, contending that the provisions are constitutionally valid.

## **II. The March 16th Email**

As an initial matter, the defendants dispute the characterization of the March 16th email as a revision of the Participation Policy. The defendants are correct. A close reading of the March 16th email demonstrates that it is what it purports to be: an “opportunity to provide the community with deeper understanding and information about how” the School Committee conducts its meetings, “why events [i.e., handling of ‘recent visitors’] transpired as they have[,]” and a “clarif[ication]” of the Participation Policy. Given that the March 16th email does not

revise the Participation Policy, the court will not treat it separately but rather together with Paragraphs 4 and 6 of the Participation Policy.

### III. Forum Classification

As the plaintiffs point out, “the analysis under art. 16 [of the Declaration of Rights] is generally the same as under the First Amendment . . . .” Mendoza v. Licensing Bd. of Fall River, 444 Mass. 188, 201 (2005). That notwithstanding, the Supreme Judicial Court has, on occasion, “[left] open the possibility that . . . art. 16 will call for a different result.” Id. In fact, in Walker v. Georgetown Hous. Auth., 424 Mass. 671 (1997), the Court held that it “need not decide whether [it] would find the [United States] Supreme Court’s public, nonpublic, and limited public forum classifications instructive in resolving free speech rights under [the Massachusetts] Declaration of Rights[,]” id. at 675, given that “[t]here is concern about these classifications” and “it might be considerably more helpful if the [United States Supreme] Court were to focus more directly and explicitly on the degree to which the regulation at issue impinges on the first amendment interest in the free flow of information.” Id. at 675 n.9, quoting L.H. Tribe, American Constitutional Law, § 12-24, at 993 (2d ed. 1988). In the absence of any precedent from the Supreme Judicial Court concerning the application of art. 16 to facts analogous to this case, however, this court declines to deviate from First Amendment jurisprudence and considers the forum at issue here. See, e.g., Commonwealth v. Lucas, 472 Mass. 387, 398 n.11 (2015) (holding that, although it “decide[ed] this case under art. 16, [the court] [drew] on First Amendment jurisprudence insofar as it is instructive . . . .”).

“To address the exercise of First Amendment speech rights on government property, the United States Supreme Court has developed the public forum doctrine. ‘[T]he extent to which the Government may limit access [to those seeking to exercise protected speech in a particular

forum on government property] depends on whether the forum is public or nonpublic.” Roman v. Trustees of Tufts Coll., 461 Mass. 707, 713 (2012) (alterations in original) (citation omitted). “Where the forum is public, the extent to which the government may permissibly limit speech depends on the nature of the property and the extent to which the public has been given access to the forum.” Id. at 714. “Under First Amendment jurisprudence, there are three categories of public forums: [1] traditional public forums, such as public streets and parks; [2] designated public forums, which the government has opened for use by the public as a place to assemble or debate; and [3] limited public forums, which are ‘limited to use by certain groups or dedicated solely to the discussion of certain subjects.’” Id. With respect to the first two categories, “the government may impose reasonable time, place, and manner restrictions on the exercise of free speech rights, but any such restriction must be narrowly tailored to serve a compelling government interest.” Id. With respect to the third category, “a less restrictive level of scrutiny [is applied than in a traditional public forum]”; restrictions on speech need only be reasonable and neutral as to content and viewpoint.” Id. at 715 (alteration in original) (citation omitted).

The defendants argue that the Public Speak portion of the School Committee meetings<sup>12</sup> constitutes a limited public forum and that, under the less restrictive level of scrutiny, the Participation Policy is constitutional. The plaintiffs counter that regardless of the level of scrutiny that applies, the challenged portions of the Participation Policy are unconstitutional.

Public Speak is a segment of the School Committee meetings “which the [School Committee] has opened for use by the public as a place to assemble” and discuss School

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<sup>12</sup> “[I]n defining the forum [courts] have focused on the *access* sought by the speaker. When speakers seek general access to public property, the forum encompasses that property. . . . In cases in which limited access is sought, . . . [courts] have taken a more tailored approach to ascertaining the perimeters of a forum within the confines of the government property.” Cornelius v. NAACP Legal Def. & Educ. Fund, Inc., 473 U.S. 788, 801 (1985) (emphasis added). Where the plaintiffs “seek access to a particular means of communication[.]” i.e., Public Speak, then Public Speak is the forum. See id.

Committee-related topics. See Roman, 461 Mass. at 714. The court therefore concludes that Public Speak is a designated public forum.<sup>13, 14</sup> See id.; see also Cornelius v. NAACP Legal Def. & Educ. Fund, Inc., 473 U.S. 788, 800 (1985) (“[W]hen the Government has intentionally designated a place or means of communication as a public forum speakers cannot be excluded without a compelling governmental interest.”); see, e.g., Perry Educ. Ass’n v. Perry Local Educators’ Ass’n, 460 U.S. 37, 45 n.7, 45-46 (1983) (applying strict scrutiny to “second category” of public forums “created for a limited purpose such as use by certain groups . . . (student groups), or for the discussion of certain subjects . . . (school board business)” (citations omitted)).

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<sup>13</sup> Other states have found designated public forums in analogous situations. See, e.g., Besler v. Board of Educ. of W. Windsor-Plainsboro Reg’l Sch. Dist., 2008 WL 3890499 at \*17 (N.J. Super. Ct. App. Div. 2008) (“A school board meeting is considered a [designated] public forum . . .”), aff’d in relevant part by 993 A.2d 905 (N.J. 2010); Paridon v. Trumbull Cnty. Children Servs. Bd., 988 N.E.2d 904, 908 (Ohio Ct. App. 2013) (“A meeting of government officials, when opened to the public, is a [designated] public forum for discussion of subjects relating to the duties of those officials.”); State v. Cephus, 161 Ohio App. 3d 385, 392 (Ohio Ct. App. 2005) (holding that meeting of city commission is designated public forum); Dayton v. Esrati, 125 Ohio App. 3d 60, 73 (Ohio Ct. App. 1997) (“A meeting of elected government officials, when opened to the public, is a [designated] public forum for discussion of subjects related to the duties of those officials.”). Some courts, including those in the above-cited cases, refer to the intermediary category of forum – designated public forum – as a limited public forum. See White v. Norwalk, 900 F.2d 1421, 1425 (9th Cir. 1990) (holding that city council meetings “where the public is afforded the opportunity to address the [c]ouncil, . . . have been regarded as public forums, albeit *limited* ones” and that city council did not violate First Amendment “when it restricts public speakers to the subject at hand” because “public forum may be created by government *designating* ‘place or channel of communication . . . for the discussion of certain subjects’” (emphasis added) (ellipses in original) (quoting Cornelius, 473 U.S. at 802 (discussing designated public forums))); Draego v. Charlottesville, 2016 WL 6834025 at \*12 (W.D. Va. 2016) (“There are three different types of forums in First Amendment cases, traditional public forums, nonpublic forums, and *limited (or designated) public forums*.” (emphasis added) (citation omitted)). The United States Supreme Court, the First Circuit, the Federal District Court of Massachusetts, and the Supreme Judicial Court use the phrase “limited public forum” interchangeably with “nonpublic forum.” See, e.g., American Freedom Def. Initiative v. King Cnty., Wash., 136 S. Ct. 1022, 1022 (2016) (noting that limited public forum is “also called a nonpublic forum”); Ridley v. Mass. Bay Transp. Auth., 390 F.3d 65, 76 n.4 (1st Cir. 2004) (“equating limited public forum with non-public forum”); Lu v. Hulme, 133 F. Supp. 3d 312, 324-325 (D. Mass. 2015) (discussing “[t]he limited or nonpublic forum”); Roman, 461 Mass. at 714 (listing three categories of public forums as “traditional public forums, . . . designated public forums, . . . and limited public forums”).

<sup>14</sup> Arguably, the Open Meeting Law itself creates a designated public forum, providing that “[n]o person shall address a meeting of a public body without permission of the chair, and all persons shall, at the request of the chair, be silent.” G.L. c. 30A, § 20(g).

#### IV. Facial Challenge

The plaintiffs challenge the following provisions of the Participation Policy as unconstitutional:

4. Improper conduct and remarks will not be allowed. Defamatory or abusive remarks are always out of order. If a speaker persists in improper conduct or remarks, the Chairperson may terminate that individual's privilege of address.

6. Speakers may offer such objective criticisms of the school operations and programs as concern them, but in public session the [School] Committee will not hear personal complaints of school personnel nor against any member of the school community. Under most circumstances, administrative channels are the proper means for disposition of legitimate complaints involving staff members.

In a designated public forum, "the government may impose reasonable time, place, and manner restrictions on the exercise of free speech rights, but any such restriction must be narrowly tailored to serve a compelling government interest." Roman, 461 Mass. at 714. In other words, "[r]easonable time, place and manner regulations are permissible, and a content-based prohibition must be narrowly drawn to effectuate a compelling state interest." Perry Educ. Ass'n, 460 U.S. at 46. The defendants contend that these provisions are narrowly tailored to further their compelling interest in protecting student and staff privacy, promoting a learning environment that fosters success, maintaining a positive workplace for its employees, prohibiting bullying, and conducting the School Committee's business in an orderly and efficient fashion.

"As a general matter," this court agrees. See Lucas, 472 Mass. at 398. "The Legislature has enacted a complex of statutes that identify, assign, and mandate various responsibilities related to public education." McDuffy v. Secretary of Executive Office of Educ., 415 Mass. 545, 548 (1993). "The requirement to maintain public schools is assigned to the towns and cities of the Commonwealth . . ." Id. "'General charge' of the public schools in each town, city, or regional school district is assigned to a locally elected school committee in each community. . . .

The Legislature has identified and mandated the specific duties and powers of the school committees.” *Id.* at 549, citing G.L. c. 71, § 37. “It follows that the [School Committee] has the right to exercise control over access to” its own meetings in order to accomplish its statutory duties. See *Cornelius*, 473 U.S. at 805-806.

The defendants, however, do “not have carte blanche” to restrict speech at those meetings. See *Lucas*, 472 Mass. at 398 (citation omitted).

#### A. Content-Based Prohibitions

Paragraph 6 of the Participation Policy contains content-based prohibitions on speech, prohibiting personal complaints by school personnel and against members of the school community.<sup>15</sup> “Government regulation of speech is content based if a law applies to particular speech because of the topic discussed or the idea or message expressed.” *Reed v. Gilbert*, 135 S. Ct. 2218, 2227 (2015). “This commonsense meaning of the phrase ‘content based’ requires a court to consider whether a regulation of speech ‘on its face’ draws distinctions based on the message a speaker conveys.” *Id.* “Some facial distinctions based on a message are obvious, defining regulated speech by particular subject matter, and others are more subtle, defining regulated speech by its function or purpose.” *Id.* “It is difficult to imagine a more content-based prohibition on speech than [a] policy, which allows expression of two points of view (laudatory and neutral) while prohibiting a different point of view (negatively critical) on a particular subject matter . . . .” *Baca v. Moreno Valley Unified School Dist.*, 936 F. Supp. 719, 730 (C.D. Cal. 1996).<sup>16</sup>

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<sup>15</sup> The court treats these prohibitions together because any attendee who raises “personal complaints” during Public Speak can only raise personal complaints that concern “topics within the scope of responsibility of the School Committee.” Participation Policy, Rule 3.

<sup>16</sup> Even if the court did not characterize Public Speak as a designated public forum, strict scrutiny analysis would apply because “content-based restrictions on speech . . . can stand only if they survive strict scrutiny . . . .” *Reed*, 135 S. Ct. at 2231.

Public Speak is expressly limited to “topics within the scope of responsibility of the School Committee.” Participation Policy, Rule 3. The plaintiffs do not dispute this provision, which is relevant to the propriety of the challenged provisions. See Roman, 461 Mass. at 714 (holding that “extent to which the government may permissibly limit speech depends on the nature of the property and the extent to which the public has been given access to the forum”). As an initial matter, then, the court must define the scope of the School Committee’s responsibilities.

“The school committee in each city and town and each regional school district [1] shall have the power to select and to terminate the superintendent,<sup>[17]</sup> [2] shall review and approve budgets for public education in the district, and [3] shall establish educational goals and policies for the schools in the district consistent with the requirements of law and statewide goals and standards established by the board of education.” G.L. c. 71, § 37. Only “[a] principal may dismiss or demote any teacher or other person assigned full-time to the school, subject to the review and approval of the superintendent; and . . . the superintendent may dismiss any employee of the school district.” G.L. c. 71, § 42, par. 1; see G.L. c. 71, § 42, pars. 2-7 (providing procedures for dismissing, laying off, and displacing teachers); G.L. c. 71, § 42, par. 7 (providing that, when seniority of school personnel is at issue in the context of determining “qualified teacher” status for purposes of lay-offs and displacements, “[t]he school committee and the collective bargaining representative may negotiate for seniority or length of service only as a tie-breaker in personnel actions under this paragraph among teachers whose qualifications are no

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<sup>17</sup> The Open Meeting Law does permit the School Committee “to meet in executive session . . . [t]o discuss the reputation, character, physical condition or mental health, rather than professional competence, of [the superintendent], or to discuss the discipline or dismissal of, or complaints or charges brought against . . . [the superintendent].” G.L. c. 30A, § 21(a)(1); see District Attorney for the N. Dist. v. School Comm. of Wayland, 455 Mass. 561, 568 (2009). Public Speak, however, is an opportunity for the *public* to speak to the School Committee; the School Committee merely listens, and does not respond. These statutory restrictions on the School Committee therefore do not apply to Public Speak.

different using the qualifications collectively bargained for in accordance with this paragraph”). Additionally, the statutory and regulatory framework regarding bullying in schools places the responsibility to address bullying on the principals rather than school committees. See generally G.L. c. 71, § 37O; 603 Code Mass. Regs. §§ 49.00.

Therefore, to the extent the attendees, including school personnel, voice “personal complaints” during Public Speak, those complaints must fall within the above-delineated scope. For example, an attendee cannot voice a “personal complaint” about a particular teacher as issues relating to the competence of teachers is not within the scope of the School Committee’s responsibility, and an attendee also cannot voice a “personal complaint” about a student or group of students as behavior issues are also outside the School Committee’s scope of responsibility. An attendee can, however, voice a personal complaint about the superintendent, and an attendee can voice a personal complaint about “school operations and programs” to the extent that the School Committee is responsible for those school operations and programs.<sup>18</sup> The blanket prohibition against “personal complaints” is therefore not narrowly tailored to serve the defendants’ interest in conducting the School Committee’s business; rather, the prohibition is only constitutional to the extent that it prohibits speech outside the scope of the School Committee’s responsibilities. See Cornelius, 473 U.S. at 805-806.

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<sup>18</sup> The March 16th email further explains that, to involve the School Committee, community members must file a formal complaint as set forth in KE-General Complaints and KEB/KEB-R Personnel Complaints/Criticisms. The parties have not supplied these policies to the court. Consistent with the March 16th email’s explanation, the Massachusetts Association of School Committees’ reference policies with those titles establish that the School Committee only hears the complaint if it has not been resolved by the teacher, school building administrator, or superintendent. See <http://z2policy.ctspublish.com/masc/Z2Browser2.html?showset=masterset> (MASC’s KE-Public Complaints) (last visited October 9, 2018); <http://z2policy.ctspublish.com/masc/Z2Browser2.html?showset=mascall> (providing links to online policy manuals for various Massachusetts cities and towns, some of which include KEB-R policies) (last visited October 9, 2018). The constitutionality of this complaint process is not before this court.

Further, in raising these personal complaints, the School Committee cannot prohibit the speaker from identifying the party involved.<sup>19</sup> Any interest the School Committee has in protecting the privacy of members of the school community, including school personnel, must “give way” to the constitutional right the public has under art. 16 that “[t]he right of free speech shall not be abridged.” Mass. Const., Part II, c. 1, § 1, art. 16; see, e.g., Baca, 936 F. Supp. at 732 (rejecting school district’s “interest in protecting its employees’ right to privacy” because that right “must give way to the more fundamental constitutional right of freedom of expression under both” United States and state constitutions).

Finally, Paragraph 6 permits speakers to make “objective criticisms of the school operations and programs as concern them . . . .”<sup>20</sup> Compare Black’s Dictionary 1101 (7th ed. 1999) (defining “objective” as “[o]f or relating to, or based on externally verifiably phenomena, as opposed to an individual’s perceptions, feelings, or intentions” and “[w]ithout bias or prejudice; disinterested”), with Black’s Law Dictionary 1438 (7th ed. 1999) (defining “subjective” as “[b]ased on an individual’s perceptions, feelings, or intentions, as opposed to externally verifiable phenomena” and “[p]ersonal; individual”). While requiring that criticisms be “based on externally verifiable phenomena” is not improper, prohibiting subjective comments – to the extent the issues “concern” the speaker – is improper. See Baca, 936 F. Supp. at 730.

#### B. Defamatory Remarks

Paragraph 4 of the Participation Policy prohibits defamatory remarks. “A communication is defamatory if it tends so to harm the reputation of another as to lower him in the estimation of the community or to deter third persons from associating or dealing with him.”

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<sup>19</sup> As the defendants point out, the Participation Policy does not prevent a speaker from identifying his or her own child. The plaintiffs do not argue that a speaker should be permitted to identify children other than his or her own.

<sup>20</sup> The phrase itself is arguably contradictory. Indeed, in defining “objective” Black’s Law Dictionary 1101 (7th ed. 1999), uses the following example: “because her son was involved, she felt she could not be objective[.]”

HipSaver, Inc. v. Kiel, 464 Mass. 517, 530 n.13 (2013) (citations omitted). “The test whether a [communication] is defamatory is whether, in the circumstances, the writing [or speech] discredits the plaintiff in the minds of any considerable and respectable segment in the community.” Id. (citations and internal quotations omitted). “In the defamation context, a [party] who is shown to be a public official or public figure must prove ‘actual malice’ in order to recover for defamation.” Id. at 531 n.14; see id. at 530 (“‘Actual malice’ is proved by showing that a [speaker or writer] published a defamatory statement ‘with knowledge that it was false or with reckless disregard of whether it was false or not.’” (internal footnote omitted)).

Until speech is adjudicated defamatory, however, it is entitled to constitutional protection. See Commonwealth v. Barnes, 461 Mass. 644, 651 (2012) (“The term ‘prior restraint’ is used to describe administrative . . . orders forbidding certain communications when issued in advance of the time that such communications are to occur.” (citations and internal quotations omitted)); cf. Auburn Police Union v. Carpenter, 8 F.3d 886, 903 (1st Cir. 1993) (holding that judicial injunction that prohibits speech “does not constitute an unlawful prior restraint” if it is “granted only after a final adjudication on the merits that the speech is unprotected”). The freedom of speech provisions in the First Amendment and art. 16 represent “a profound national commitment to the principle that debate on public issues should be uninhibited, robust, and wide-open, and that it may well include vehement, caustic, and sometimes unpleasantly sharp attacks on government and public officials.” New York Times Co. v. Sullivan, 376 U.S. 254, 270 (1964). “A rule compelling the critic of official conduct to guarantee the truth of all his factual assertions – and to do so on pain of libel judgments virtually unlimited in amount – leads to a comparable ‘self-censorship.’” Id. at 279.

The Participation Policy's prohibition of defamatory remarks is therefore constitutional to the extent that it only prohibits remarks that have been adjudicated defamatory.<sup>21</sup>

C. Improper and Abusive Remarks

Paragraph 4 proscribes improper<sup>22</sup> and abusive remarks. The plaintiffs argue that these terms are unconstitutional because they are not defined and, consequently, provide the defendants with unbridled discretion.

The plaintiffs are correct that the Participation Policy does not define the terms "improper" and "abusive." A consideration of First Amendment jurisprudence supplies the parameters of these terms. First, "obscene material is unprotected by the First Amendment." Miller v. California, 413 U.S. 15, 23 (1973); see id. at 25 (describing guidelines for determining obscene material). Similarly, "'fighting words'" are excluded "from the scope of the First Amendment." R.A.V. v. St. Paul, 505 U.S. 377, 386 (1992); Commonwealth v. Robicheau, 421 Mass. 176, 182-183 (1995) (holding that that First Amendment does not protect "fighting words" or, more broadly, speech or "conduct that threatens another"); see Virginia v. Black, 538 U.S. 343, 359 (2003) (defining "fighting words" as "'those personally abusive epithets which, when addressed to the ordinary citizen, are, as a matter of common knowledge, inherently likely to provoke violent reaction'" (citation omitted)). Conversely, "the use of epithets or otherwise profane language alone is not a basis for regulating speech as fighting words." Nolan v. Krajcik, 384 F. Supp. 2d 447, 459 (D. Mass. 2005).

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<sup>21</sup> The plaintiffs do not argue – and in fact, cannot argue – that speakers are entitled to make statements during Public Speak that they know to be false. Cf. Sklar v. Beth Israel Deaconess Med. Ctr., 59 Mass. App. Ct. 550, 558 (2003) (holding speech loses protection "if the defendant (1) knew the information was false, (2) had no reason to believe it to be true, or (3) recklessly published the information unnecessarily, unreasonably, or excessively").

<sup>22</sup> Paragraph 4 also proscribes improper conduct. The plaintiffs do not challenge this restriction.

The Participation Policy is constitutional to the extent that it prohibits speakers from using threats, “fighting words,” or obscenities during Public Speak.<sup>23</sup> The broad language in Paragraph 4 must therefore be narrowly tailored in this way in order to serve the defendants’ interest in conducting the School Committee’s business in an orderly fashion. See Cornelius, 473 U.S. at 805-806.

#### V. As-Applied Challenge

The plaintiffs also seek summary judgment on Count I on the basis that Paragraphs 4 and 6 are unconstitutional as the defendants applied those provisions to the plaintiffs at the January 8th, February 5th, and March 12th meetings. As noted above, principals, not school committees, address bullying in schools; principals, with their superintendents’ approval, dismiss and demote teachers; and superintendents dismiss all other school district employees. School committees are responsible for their school district’s budget, for hiring and firing superintendents, and for developing educational goals and policies for the schools. Based on the scope of the School Committee’s responsibilities, the defendants applied the Participation Policy too broadly to the plaintiffs.<sup>24</sup>

##### A. January 8th Meeting

At the January 8th meeting, Sanchioni and Tabenkin interrupted Spaulding after she identified herself during Public Speak as “the mother of a child that was mercilessly bullied into

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<sup>23</sup> In the March 16th email, the defendants attempted to explain this broad language with the statement that “[s]peaking using vulgar language and ideas in front of our high school students (or in front of anyone) is not appropriate.” “Vulgar” is synonymous with “obscene.” See, e.g., Webster’s College Dictionary 1495 (1991) (defining “vulgar” as “indecent; obscene; lewd”); The American Heritage Dictionary 1356 (2d ed. 1982) (defining “vulgar” as “[o]bscene or indecent; lewd”).

<sup>24</sup> The defendants contend that the plaintiffs have a history with the School Committee that predates the meetings at issue in this case. See (First) Affidavit of Anna Nolin, pars. 2-6; Revised Second Affidavit of Anna Nolin (paper #23), pars. 12, 14. This issue is not material to this analysis, especially where there is no allegation that the plaintiffs utilized and exhausted the complaint process. See note 18, supra.

suicide here in Natick.” They told Spaulding to stop speaking because her speech was “disparag[ing] the Natick Public Schools.”<sup>25</sup>

The defendants cut off Spaulding before she could explain her position. For example, if the bullying to which Spaulding referred was at the hands of other students or teachers, Public Speak was not the forum for that topic; if, however, she believed that the superintendent, school operations, and/or school policies had somehow left her child feeling “bullied,” then Public Speak was the appropriate forum. The defendants therefore applied the Participation Policy too broadly to Spaulding, prohibiting her from speaking by concluding that she was disparaging the Natick Public Schools. Spaulding’s single sentence was an insufficient basis on which to reach that conclusion.<sup>26</sup>

#### B. February 5th Meeting

At the February 5th meeting, Tabenkin stopped Sutter from speaking during Public Speak after Sutter stated that, for “the future and well-being of [her] boys and family,” they moved out of Natick as a result of the “retaliation and retribution [they] received at the hands of the Natick Public Schools.” After Tabenkin instructed Sutter that Public Speak was not the forum to discuss personnel and individual students, Sutter continued that she was present to “voice [her] concern about the hostile, unsupportive climate of fear that exists in the Natick Public Schools.” Tabenkin stopped Sutter again, telling her that she “cannot speak defamatory about the Natick . . . in Public Speak.”

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<sup>25</sup> Sanchioni and Tabenkin also stated that Spaulding’s speech was “unfettered lies.” The “lies” likely referred to the fact that Spaulding’s child had not committed suicide. The use of the plural, however, suggests that Sanchioni and Tabenkin also meant that Spaulding’s claim that the Natick Public Schools “bullied” her child was also a “lie.”

<sup>26</sup> To “disparage” is “[t]o dishonor (someone or something)” or “[t]o unjustly discredit or detract from the reputation of (another’s property, product, or business).” Black’s Law Dictionary 438 (7th ed. 1999). Even if Sanchioni meant that Spaulding was defaming the schools when he used the word disparaging, the topic must still be within the scope of the School Committee’s responsibilities.

Here, too, the defendants stopped Sutter before she could explain the retaliation and retribution she believed her family had suffered. Public Speak was the proper forum for Sutter to discuss the superintendent's "retaliation and retribution" against her and her family, but she could not discuss any "retaliation and retribution" at the hands of other school staff or students. Further, if the "hostile, unsupportive climate of fear" at the Natick Public Schools was a result of the superintendent and/or school policies, Public Speak was the proper forum; otherwise, it was not.<sup>27</sup>

Sutter also tried to discuss "what [she] witnessed a month ago at this meeting" with respect to "the way a public speaker was treated." Tabenkin would not permit Sutter to discuss this topic either, and proceeded to suspend the meeting. The Participation Policy does not preclude speakers from using Public Speak to discuss Public Speak. Sutter was therefore wrongly silenced on this basis as well.

### C. March 12th Meeting

At the March 12th meeting, Sutter spoke again about her family's decision to move out of Natick "because of the retaliation and retribution [they] received" and she stated that she wanted "to express [her] concern about the hostile and unsupportive climate of fear that still exists in Natick Public Schools." Tabenkin interrupted Sutter, informing her that Sutter could not discuss individuals or make defamatory statements but that she could continue "with those guidelines." The defendants then did not stop Sutter from speaking about the special education program in the Natick Public Schools.

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<sup>27</sup> Regardless, Sutter's comments do not constitute defamation not only because there has been no such adjudication, but also because there likely could not be such an adjudication solely on the basis of Sutter's statements at the February 5th meeting. See HipSaver, Inc., 464 Mass. at 530 n.13, 531 n.14; note 23, supra.

Sutter did continue to speak, but, as with the previous meetings, Tabenkin placed too great a restriction on Sutter. The Participation Policy did not preclude Sutter from discussing the superintendent or any operations or policies within the School Committee's control.

## VI. Declarations

“As the action is one for declaratory relief, the [Superior] Court judge [is] required to make a declaration of the rights of the parties.” Vergato v. Commercial Union Ins. Co., 50 Mass. App. Ct. 824, 829 (1996) (first alteration in original), quoting Dupont v. Dracut, 41 Mass. App. Ct. 293, 297 (1996); see Boston v. Massachusetts Bay Transp. Auth., 373 Mass. 819, 829 (1977) (“[W]hen an action for declaratory relief is properly brought, even if relief is denied on the merits, there must be a declaration of the rights of the parties.”). Based on the foregoing the court makes the following declarations:

1. Paragraph 4 of the Participation Policy violates article 16 of the Declaration of Rights by failing to define the terms “improper” and “abusive” as referring to obscenities (or vulgarities), threats, and fighting words (or remarks likely to provoke a violent reaction); and by failing expressly to limit “defamatory” remarks as remarks that have been adjudicated defamatory.
2. Paragraph 6 of the Participation Policy violates article 16 of the Declaration of Rights by limiting criticisms to those that are “objective”; the remainder of Paragraph 6 is constitutional as explained above, i.e., the School Committee may only limit criticisms, complaints, and comments, “personal” and otherwise, during Public Speak to matters within the School Committee's scope of responsibility.
3. The March 16, 2018 4:40 PM email from the Natick Public Schools, School Committee and Central Office does not violate article 16 of the Declaration of Rights in and of itself, but only to the extent it is consistent with Paragraphs 4 and 6 of the Participation Policy.
4. The defendants violated the plaintiffs' rights to free speech under art. 16 of the Declaration of Rights by silencing the plaintiffs at the School Committee meetings on January 8, 2018, February 5, 2018, and March 12, 2018.

ORDER

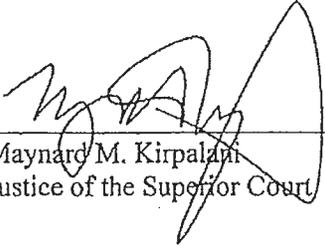
The plaintiffs' motion for partial summary judgment on Count I is ALLOWED, and the defendants' cross motion for summary judgment on Count I, subparagraphs iii, iv, and v, is

DENIED. Further, the court DECLARES:

1. Paragraph 4 of the Participation Policy violates article 16 of the Declaration of Rights by failing to define the terms "improper" and "abusive" as referring to obscenities (or vulgarities), threats, and fighting words (or remarks likely to provoke a violent reaction); and by failing expressly to limit "defamatory" remarks as remarks that have been adjudicated defamatory.
2. Paragraph 6 of the Participation Policy violates article 16 of the Declaration of Rights by limiting criticisms to those that are "objective"; the remainder of Paragraph 6 is constitutional as explained above, i.e., the School Committee may only limit criticisms, complaints, and comments, "personal" and otherwise, during Public Speak to matters within the School Committee's scope of responsibility.
3. The March 16, 2018 4:40 PM email from the Natick Public Schools, School Committee and Central Office does not violate article 16 of the Declaration of Rights in and of itself, but only to the extent it is consistent with Paragraphs 4 and 6 of the Participation Policy.
4. The defendants violated the plaintiffs' rights to free speech under art. 16 of the Declaration of Rights by silencing the plaintiffs at the School Committee meetings on January 8, 2018, February 5, 2018, and March 12, 2018.

SO ORDERED.

Date: November 21, 2018

  
\_\_\_\_\_  
Maynard M. Kirpalani  
Justice of the Superior Court



Town of Norfolk

Blythe Robinson &lt;brobinson@norfolk.ma.us&gt;

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**Traffic mgmt on game days/PD call mgmt**

1 message

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**Gary Premo** <GPremo@meccdispatch.org>

Mon, Aug 26, 2019 at 9:45 AM

To: Blythe Robinson &lt;brobinson@norfolk.ma.us&gt;

Cc: Charles Stone &lt;cstone@norfolk.ma.us&gt;, Jon Carroll &lt;jcarroll@norfolk.ma.us&gt;, Darrell True &lt;DTrue@meccdispatch.org&gt;

Good Morning Blythe.

I replayed the recordings of the phone calls, and reviewed the CAD system. I had Deputy Director True also review all components. All of our telephone lines, 911 lines and radio frequencies are recorded.

Please review the below email from my Deputy and let me know if you need further action on this.

Thank you.

Gary M Premo, ENP

Executive Director

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My initial review of the phone log shows Ms. Colvin's call @ 7:09 PM, answered by Operator Scott. Colvin is brief, merely asking for an officer to assist with traffic as she has been stuck for 10 minutes due to football traffic. Scott does say he'll ask but is unsure if there's anything that can be done (likely thinking this is routine game traffic, but I have not spoken to Scott yet). Colvin makes no mention of a civilian directing traffic nor any mention of any near-collisions.

Colvin's 2<sup>nd</sup> call @ 7:36 is answered by Operator Mooney; Colvin begins the conversation saying she called earlier about traffic, and she doesn't know if there is an accident up the street, and while Mooney is checking for similar calls (I have not spoken to Mooney yet either, but I can imagine her thought process was looking for a previous call about a traffic crash and not traffic backup) Colvin then explains the traffic is grid locked and a civilian is directing traffic at the intersection.

A CAD incident documenting the situation was created and 405 is initially dispatched but radio's back that he is currently directing traffic at 115 @ 1a. 201 is subsequently dispatched at 7:42. At 7:52, 201 reports heavy pedestrian game traffic but no civilian directing traffic is found.

Everything is recorded, and I can provide the phone/radio recordings quickly and easily.

Although I'm sure our staff were aware of the game, I don't recall seeing any information on traffic posts (either by NPD or Gillette details). If we can get this information a head of time it will help when receiving traffic complaints in the future.

Please let me know what else you need to resolve this.

Thank you,



Darrell True, CCM  
Deputy Executive Director, Operations & Technology  
Metacomet Emergency Communications Center  
14 Sharon Ave, 2<sup>nd</sup> Floor  
Norfolk, MA 02056  
(T) 508-231-9510

Proudly serving the communities of Franklin, Norfolk, Plainville and Wrentham



# TOWN OF NORFOLK

## Facilities Department

ONE LIBERTY LANE  
NORFOLK, MASSACHUSETTS 02056

MATT HAFFNER  
Shared Director of Facilities

(508) 528-1530 - office  
(508) 272-1785 - cell

Blythe,

Please review the numbers provided in this letter to better understand costs incurred creating a space within 117 Main Street for the continued operations of the Norfolk Police Department and the Norfolk Animal Control officer.

This room needed to have a secured entryway created in order to avoid/interfere with the Fire Departments secured operation (ALS drugs, etc.) We created this space as cost efficient as possible while keeping the remainder of the building secure.

There was no carpets installed (or even cleaned) nor was any furniture purchased. The walls were in horrible/unprofessional condition, so I had a custodian apply left over paint to make the space look somewhat presentable

### Facilities Department Staff Hourly Rates

School Head Custodian - \$25.09/hour -regular (our best and fastest painter)  
\$37.64/hour - OT

Deputy Director of Facilities - \$35.12 - salaried employee but based on grade/step

HVAC/Building Mechanic - \$36.81 - regular

Totals,

Custodian - 8 OT hours - \$301.12  
Deputy Director- 5 reg hours - \$175.60  
HVAC/Mechanic 5 reg hours - \$184.05

Norfolk Salary \$660.77

Additional cost incurred by saw cutting a CMU (cinder block) wall and installing door and frame

Easton D Concrete - invoiced \$2600.00  
Kamco Door Supply - invoiced \$406.00

Town of Norfolk miscellaneous supplies - left over paint, rollers, tape, brushes, caulking  
- Value of Town of Norfolk materials \$100.00

Project totals actuals in black text.

Project totals billed against Public Safety Building Account will be shown in red text.

Salary - \$660.77 \$301.12 billed to project 3117-578000-289000  
Supplies - \$3106.00 \$3006.00 billed to project 3117-578000-289000

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- \$3766.77 **\$3307.12 billed to project 3117-578000-289000**

08/13/2019 14:11  
9730110V

Town of Norfolk - LIVE  
PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

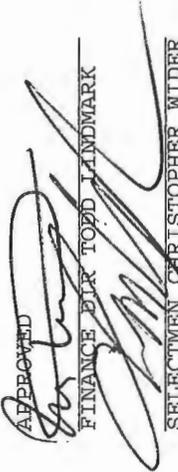
P 1  
apwarrrt

DATE: 08/13/2019 WARRANT: 07V20 AMOUNT: \$ 71,727.50

9,771.04
4,208.23
1,714.20
10,232.69
13,465.58
535.28
7,733.72
50.00
4,105.91
4,116.57
14,084.91
1,709.37
<b>71,727.50</b>

TO THE TREASURER:

PAY TO EACH OF THE PERSONS NAMED IN THE ABOVE WARRANT, ACCOMPANYING SCHEDULES OF BILLS PAYABLE THE SUMS SET AGAINST THEIR RESPECTIVE NAMES, AMOUNTING IN THE AGGREGATE SHOWN ABOVE, AND CHARGE THE SAME TO THE APPROPRIATIONS OR ACCOUNT INDICATED.

APPROVED  
  
FINANCE DIRECTOR LINDMARK

SELECTMEN KEVIN KALKUT

SELECTMEN CHRISTOPHER WIDER

SELECTMEN CAROLYN C. VAN TINE

\*\*\*\*\*

SCHOOL BILLS

SCHOOL COMMITTEE  
THOMAS DOYLE

SCHOOL COMMITTEE  
PAUL COCHRAN

SCHOOL COMMITTEE  
JENNIFER WYNN

SCHOOL COMMITTEE  
MEDORA CHAMPAGNE

SCHOOL COMMITTEE  
JEFFREY CURRY

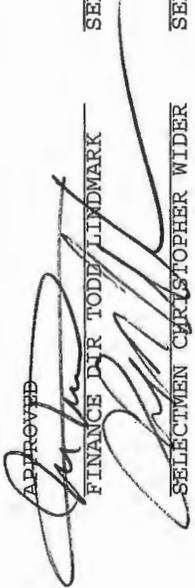


DATE: **08/20/2019** WARRANT: **08V20** AMOUNT: **\$ 150,702.90**

\$1,802.27
\$12,756.88
\$4,009.04
\$1,839.65
\$2,408.67
\$3,118.35
\$18,186.84
\$94,342.79
\$482.23
\$703.82
\$2,192.14
\$8,860.22
<b>\$150,702.90</b>

TO THE TREASURER:

PAY TO EACH OF THE PERSONS NAMED IN THE ABOVE WARRANT, ACCOMPANYING SCHEDULES OF BILLS PAYABLE THE SUMS SET AGAINST THEIR RESPECTIVE NAMES, AMOUNTING IN THE AGGREGATE SHOWN ABOVE, AND CHARGE THE SAME TO THE APPROPRIATIONS OR ACCOUNT INDICATED.

APPROVED  
  
FINANCE DIR TODD LINDMARK

SELECTMEN KEVIN KALKUT  
SELECTMEN CAROLYN C. VAN TINE

\*\*\*\*\*

SCHOOL BILLS

SCHOOL COMMITTEE  
PAUL COCHRAN

SCHOOL COMMITTEE  
THOMAS DOYLE

SCHOOL COMMITTEE  
MEDORA CHAMPAGNE

SCHOOL COMMITTEE  
JENNIFER WYNN

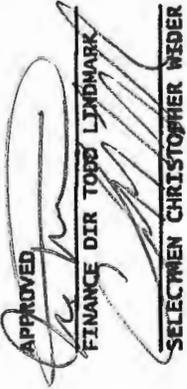
SCHOOL COMMITTEE  
JEFFREY CURRY

DATE: 08/20/2019 WARRANT: 08VS20 AMOUNT: \$ 151,744.46

TO THE TREASURER:

PAY TO EACH OF THE PERSONS NAMED IN THE ABOVE WARRANT, ACCOMPANYING SCHEDULES OF BILLS PAYABLE THE SUMS SET AGAINST THEIR RESPECTIVE NAMES, AMOUNTING IN THE AGGREGATE SHOWN ABOVE, AND CHARGE THE SAME TO THE APPROPRIATIONS OR ACCOUNT INDICATED.

APPROVED

  
FINANCE DIR TODD LINDMARK

SELECTMEN KEVIN KALKUT

SELECTMEN CHRISTOPHER WIDER

SELECTMEN CAROLYN C. VAN TINE

\*\*\*\*\*

SCHOOL BILLS



SCHOOL COMMITTEE  
THOMAS DOYLE

SCHOOL COMMITTEE  
PAUL COCHRAN

SCHOOL COMMITTEE  
JENNIFER WYNN

SCHOOL COMMITTEE  
MEDORA CHAMPAGNE

SCHOOL COMMITTEE  
JEFFREY CURRY

2,598.96	+
17,715.31	+
6,181.25	+
16,457.91	+
24,812.51	+
12,946.31	+
20,199.41	+
51,032.8	+
51,744.46	+



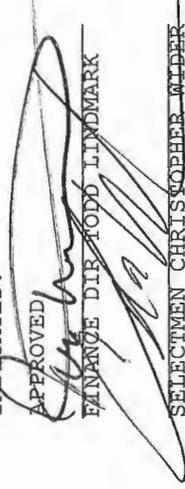
DATE: 08/27/2019 WARRANT: 09Y20 AMOUNT: \$ 2,906,871.12

27,542.41
16,610.03
27,813.09
58,602.59
3,962.88
9,951.82
2,000.44
2,715,467.54
23,887.37
1,296.21
2,217.09
16,616.55
903.10
<b>2,906,871.12</b>

TO THE TREASURER:

PAY TO EACH OF THE PERSONS NAMED IN THE ABOVE WARRANT, ACCOMPANYING SCHEDULES OF BILLS PAYABLE THE SUMS SET AGAINST THEIR RESPECTIVE NAMES, AMOUNTING IN THE AGGREGATE SHOWN ABOVE, AND CHARGE THE SAME TO THE APPROPRIATIONS OR ACCOUNT INDICATED.

APPROVED



FINANCE DIR TODD LINDMARK

SELECTMEN KEVIN KALKUT

~~SELECTMEN CHRISTOPHER WIDER~~

SELECTMEN CAROLYN C. VAN TINE

\*\*\*\*\*

SCHOOL BILLS

SCHOOL COMMITTEE  
THOMAS DOYLE

SCHOOL COMMITTEE  
PAUL COCHRAN

SCHOOL COMMITTEE  
JENNIFER WYNN

SCHOOL COMMITTEE  
MEDORA CHAMPAGNE

SCHOOL COMMITTEE  
JEFFREY CURRY

## **Norfolk Board of Selectmen's Open Session Meeting Minutes July 9, 2019**

Present: Kevin Kalkut; CiCi Van Tine; Christopher Wider; Blythe Robinson, Town Administrator; Nancy Langlois; Executive Assistant

The meeting was held in Room 124, Town Hall. Mr. Kalkut called the meeting to order at 7:00 p.m. Mr. Kalkut announced this meeting is being both video and audio taped. All present recited the Pledge of Allegiance.

Ms. Robinson read the agenda

### **Discussion Items**

Please consider comments from the owner of 194 Main Street regarding Town process to enforce bylaws

Mr. Al Quaglieri was present to express his concerns regarding how the Town has gone about enforcing various rules and regulations because he owns several different properties in the Town. Specifically, he stated that he has a concern that municipal employees are conducting inspections in commercial buildings without the owner's knowledge. He presented Board members with a package containing information on building and fire codes and he proceeded to interpret the codes. He expressed concern regarding yearly inspections being done by the Town without a requirement to do so and that in the Town of Norfolk the Fire Department's practice has been to bring the Zoning Enforcement Officer on inspections where perhaps that official has no need to be. He feels this could lead to the Town using this information in a negative manner. He also referenced some video footage of town employees on private property where the owner was not aware of an inspection.

Ms. Van Tine explained the difference about breaking and entering or unlawful entry without breaking. She also discussed malfeasance. She stated that if information was not obtained lawfully, it could not be used against the property owner.

Ms. Robinson discussed the Common Victualler license inspection process and stated she is not sure of the notification procedure to the owner of the business. She agreed that the process should be looked at. Mr. Quaglieri stated that the Common Victualler license inspection is somewhat different in that the owner applies for a license and an inspection is required.

He then spoke about the Town's F-11 process. He stated that process in our Town is suspect." He feels the Building Commissioner does not handle applications in a consistent manner. One issue is that the applicant, which is the owner of record, has to request the application. The application does not have space for the owner of record information but instead has the tenant's information. The tenant may not have the knowledge necessary to complete the form. As a result, he feels that due process is violated. He then stated that the Building Department is not following the Town's by law by having the tenant fill out the F-11. Mr. Wider mentioned that there was discussion to put the F-11 process in the hands of the Planning Board as an article on the Town Meeting.

Mr. Quaglieri wants to be assured that no more unscheduled inspections take place on his property until a policy is established. Ms. Robinson stated that she will look into this.

Please consider holding a joint election with the Board of Assessors to fill a vacant position

Board Members Andy Bakinowski (Chair) and Deborah Robbins as well as Don Clarke, Town Assessor were present at the meeting. Ms. Robbins spoke about candidate Pat Salamone's qualifications. Ms. Salamone could not make it due to conflicting commitments.

A motion was made by Mr. Kalkut that nominations be opened for the vacant Board of Assessor position. It was seconded by Ms. Van Tine, and so voted. All were in favor.

Ms. Robbins nominated Pat Salamone. It was seconded by Mr. Wider.

A motion was made by Ms. Van Tine to close the nominations. After no further candidates were established, it was seconded by Mr. Kalkut. Roll call vote: Ms. Robbins, **aye**; Mr. Bakinowski, **aye**; Mr. Clarke, **aye**; Mr. Kalkut, **aye**; Ms. Van Tine, **aye**; Mr. Wider, **aye**.

Please consider the entity responsible for approving change orders for the H. Olive Day Roof Project

Ms. Robinson explained to the Board that there are four pending change orders that are anticipated. Due to the quick turnaround time of the accelerated repair project, the MSBA does not require a designated building committee responsible for approving change orders. In order to address these, an entity needs to be established to do so. In this case, the Select Board can vote to assign this responsibility to the Town Administrator, Superintendent and Facilities Director. The Superintendent and Ms. Robinson are recommending that this responsibility be delegated to them, as well as the Facilities Director for expenditures or credits less than \$50,000.

Medora Champagne from the School Committee was present and gave more details on the change orders stating that there will be an overall savings of \$18,000 on the project and the contingency funds will not be touched and given back to the Town.

She stated that the School is urging that these employees be granted permission to make change order approvals' authorization so that there is no impact on the timeline and no interruptions of school start schedules (the teachers need access to the building prior to students start date).

The Board discussed the current timeframe and change order costs. Ms. Champagne explained that because all change orders are not ready to be signed now and the Select Board is not meeting until August 13<sup>th</sup>, there may be issues moving forward if authority to sign the change orders lies with the Select Board only.

A motion was made by Mr. Kalkut to grant authority to the School Superintendent, Town Administrator and Facilities Director to approve change orders on the H. Olive Day Roof Repair project up to \$50,000 for an individual change order and not to exceed the contingency amount of \$18,000. It was seconded by Ms. Van Tine, and so voted. All were in favor.

Please consider making appointments to various boards and committees and poll workers

Ms. Robinson explained that there are several actions for consideration at this meeting regarding appointments, as well as addressing the size of the Town's Energy Committee. At the last meeting the Board appointed two members to the Energy Committee. Unbeknownst to staff, the former Select Board voted to reduce the number from seven to five members last fall (see email from the Town Clerk) because the committee had not had a full board for many years . Thus when the Board appointed two members recently this action brought the size of the committee up to six members. At this point a decision needs to be made whether to increase the size of the committee to at least six members, or remove one of the new appointees. Ms. Robinson stated that the Committee Chair has been contacted asking for his input on this topic.

The Board agreed on five members with one associate and to leave the decision to the Energy Committee as to which of the two recently appointed members will be the alternate. This item was tabled until after the Energy Committee meets later in the month.

The Board then considered an appointment to the Municipal Affordable Housing Trust.

A motion was made by Mr. Wider to appoint Shana Kennedy to the Municipal Affordable Housing Trust. It was seconded by Ms. Van Tine, and so voted. All were in favor.

Next, the Board considered appointing poll workers for the upcoming fiscal year as recommended by the Town Clerk

A motion was made by Mr. Wider to appoint the poll workers as detailed on the list provided by the Town Clerk (attached). It was seconded by Ms. Van Tine, and so voted. All were in favor.

Mr. Kalkut expressed appreciation to the poll workers.

Please consider awarding a contract for leachate removal services

Ms. Robinson explained that annually the Town requires outside services to remove leachate material from the closed and capped landfill at the DPW facility. Only one vendor submitted a proposal this year. She further explained that DPW director, Bob McGhee noted that the cost has gone up due to fewer sites where the material can be disposed of. She stated that it is her understanding that we have come under budget by at least \$5,000 in recent years and expect to be able to cover this increase this year without any need for budget adjustment.

A motion was made by Mr. Kalkut to authorize the chair to execute a contract with Waste Water Services for leachate removal services for FY2020. It was seconded by Mr. Wider, and so voted. All were in favor.

Please re-consider approving street name for Norfolk Village

Mr. Kalkut explained that the Board had voted on two street names submitted for Norfolk Village at a prior meeting and upon further review there were historical names that could have been used.

A motion was made by Mr. Kalkut that the Board amend the June 25, 2019 vote regarding the private ways within the development known as Norfolk Village and designate these ways to be named Dupee Street and Sumner Street. It was seconded by Ms. Van Tine, and so voted. All were in favor.

Please consider approval of the warrants

A motion was made by Mr. Wider to approve the following warrants:

- 06/21/19 26P19 26PS19 \$591,403.34
- 06/25/19 52VS19 \$88,117.58
- 06/25/19 52V19 \$576,973.48

It was seconded by Mr. Kalkut, and so voted. All were in favor.

A motion was made by Ms. Van Tine to approve the following warrants:

- 06/30/19 53VS19 \$157,433.72
- 06/30/19 53VSA19 \$1,302.00
- 07/02/19 01V20 \$2,421,791.34
- 07/02/19 53V19 \$241,670.83
- 07/05/19 27P19 27PS19 \$446,529.63

It was seconded by Mr. Kalkut, and so voted. All were in favor.

Minutes

A motion was made by Mr. Kalkut to approve the April 2, 2019 and May 2, 2019 regular meeting minutes. It was seconded by Ms. Van Tine, and so voted. All were in favor.

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Ms. Robinson stated the Board will be going into Executive Session and return to Open Session only to enter another Executive Session and to adjourn.

Ms. Van Tine expressed that she would like to have a discussion about the police substation at the fire station to be discussed at a future meeting.

Executive Session

At 8:30 p.m., a motion was made by Mr. Kalkut that the Board exit Open Session and enter into Executive Session under M.G.L. c.30A, §21(A)(3) to discuss strategy with respect to litigation regarding "Run and Gun" if an open meeting may have a detrimental effect on the bargaining position of the public body and invite Blythe Robinson and Nancy Langlois to participate. It was seconded by Ms. Van Tine. Mr. Kalkut, **aye**; Mr. Wider, **aye**; Ms. Van Tine, **aye**.

Mr. Kalkut then declared that an open meeting would have a detrimental effect on the bargaining position of the public body.

At 9:14 the Board returned to Open Session for the purpose of entering a second Executive Session.

A motion was made by Mr. Kalkut that the Board enter into Executive Session under M.G.L. c.30A, §21(A)(7) to comply with the general laws for the purpose of review and approval of Executive Session minutes and whether those minutes should be released in Open Session and to invite Blythe Robinson and Nancy Langlois to participate.

It was seconded by Mr. Wider. Mr. Kalkut, **aye**; Mr. Wider, **aye**; Ms. Van Tine, **aye**.

At 9:25 the Board returned to Open Session to adjourn. Roll call: Mr. Kalkut, **aye**; Ms. Van Tine, **aye**; Mr. Wider, **aye**.

The next meeting will be held in Room 124, Town Hall, on Tuesday, August 13, 2019 at 7:00 p.m.

This is a true and accurate report of the Board of Selectmen's Meeting of July 9, 2019.

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CiCi Van Tine, Clerk