



TOWN OF NORFOLK

SELECT BOARD

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 Select Board will meet on Tuesday, March 17, 2020, at 6:30 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. 6:30 p.m. Call Meeting to Order

Executive Session

- A. Executive Session under M.G.L. c.30A, §21(a)(3) to obtain advice of counsel and discuss strategy with respect to potential litigation regarding the WasteWater Treatment Plant, insofar as an open meeting may have a detrimental effect on the litigation position of the public body**
- B. Executive Session under M.G.L. c.30A, §21(a)(7) to review and approve Executive Session Minutes**

2. Public Comment

3. Continued Public Hearing – FY21 water rates

Action Items

- 4. Please consider approval of the FY 21 Water Rates**
- 5. Please consider determining the amount of the FY21 operating budget to propose to Town Meeting**
- 6. Please consider adopting a remote participation policy**
- 7. Please consider approval of a contract with Stantec for various Environmental Engineering Services**
- 8. Please consider approval of a contract extension with R. Kadesh Excavation for DPW Services**
- 9. Please consider exercising the Town of Norfolk s right of first refusal to purchase a property located at 75 Cleveland Street**
- 10. Please consider appointing Elizabeth Whitney to the 150th Parade Committee**
- 11. Please consider the appointment of the Animal Inspector for a one-year period effective May 1, 2020**
- 12. Please consider the adoption of a Code of Conduct**

13. Please consider approving a request from the Norfolk Lions to erect a Field of Flags on the Norfolk Town Hill from Sunday, May 17, to Saturday, May 30, 2020; hold a ceremony on Town Hill on Memorial Day, Monday, May 25, 2020, at approximately 9:00 a.m.; and place a banner on Town Hill from May 18 to May 23, 2020.

Discussion Items

14. Please discuss revisions Transfer Station fees and charges

15. Please discuss revisions to the insurance premium cost share for retiree health insurance

Report of Warrants

16. The following warrants have been signed:

- **2/28/2020 17P20 and 17PS20 \$776,828.24 (CW)**
- **3/03/2020 36V20 \$2,116,542.56 (CW)**
- **3/03/2020 36VS20 \$63,061.58 (CW)**
- **3/10/2020 37VSA20 \$1,675.00 (CW)**
- **3/10/2020 37V20 \$530,965.45 (CW)**

Approve Minutes

17. Please consider approval of the minutes

Any other unanticipated business that may come before the Board

ADJOURNMENT



Blythe C. Robinson, Town Administrator



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NORFOLK, MASSACHUSETTS

Blythe C. Robinson
Town Administrator

(508) 440-2855
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March 12, 2020

MEMO TO: Select Board

From: Blythe C. Robinson, Town Administrator *BER*

RE: **Agenda Background – March 17, 2020**

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

1. 6:30 pm. Call Meeting to Order
2. Public Comment
3. Continued Public Hearing – FY21 water rates

Included in your packet is the presentation made at the meeting February 18th about water rates for FY21 by the Interim DPQ Director. We have not received any comments or concerns from the public as a result of that meeting. This item is on the agenda so the Board can complete the public hearing before taking a vote on the rates for next year.

4. Please consider approval of the FY 21 Water Rates

It is staff's recommendation that the Board approve an increase in the water rates of 5% for FY21.

MOVE that the Board approve water rates for FY21 as follows:

1. The Annual Service Charge will increase for all size Meters by 17%.
2. The Metered Water rates will increase from FY-20 to FY-21 as follows:

	<u>FY 2020</u>	<u>FY 2021</u>	<u>Increase</u>
1 – 15,000 gallons	\$ 6.00	\$ 6.30	5%
15,001 – 35,000 gallons	\$ 7.67	\$ 8.05	5%
35,001 – 50,000 gallons	\$10.72	\$11.26	5%
Over 50,000 gallons	\$15.50	\$16.28	5%

A Capital Improvement fee of \$1.41 per 1,000 gallons will be charged for the new well site.

5. Please consider determining the amount of the FY21 operating budget to propose to Town Meeting

As you know it is the responsibility of the Select Board to propose a balanced budget to the annual town meeting for the ensuing fiscal year. Further work has been done by the Finance Director and myself since last week given the Board's direction and to that end you will find a revised version of the budget. That document shows that the increase overall from FY20 is now 2.33%. It has been reduced by .48% from the 2.81% which was supported by a majority of the board last week.

Your packet includes the same spreadsheets you received last week, now updated, along with the itemized list of changes we've made, as well as a 14-year history of budget changes. I hope you will note that this is one of the lower increases in that period, and well below the average of all of these years.

In summary, we recommend several revenue adjustments that have resulted in an increase of \$87,559. We are also proposing reductions in expenses totaling \$209,915. The significant points I would like to make that have led to this budget include:

- This budget is dependent upon changes in our retiree health insurance contribution level, and fees charged for use of the transfer station. We'll be discussing these in further detail at the meeting
- Salary for a management level position in DPW has been removed, and we've revised the amount available for the DPW Director in line with the Board's direction. We have however, added back \$20,000 in expenses as we believe it is critical to be able to retain services for inspections of roadwork given the amount of road repair we plan to do in the next year, and the ability to witness the installation of new subdivision roads
- Elimination of the part-time IT Technician – this position is currently vacant which is why it has been eliminated. While we have made this cut it does concern me that it will impact our ability to maintain multiple servers, support to all departments, website updates, public records requests for information, and daily technical issues. If we find that we can make other budget reductions I will plan to add this back in.
- We have further reduced the reliance on Free Cash by \$2,441 to balance the budget

There are some important factors to keep in mind that may impact this budget:

- King Philip School Budget – the assessment has been set by the school committee at a 1.46% increase (overall increase of \$129,593). It is still unclear whether our sister communities will fund their assessments and if neither of them does, it is possible that Norfolk's assessment may go down

- Health insurance – Health insurance opt out program – eligible employees will be notified later this month of their ability to take advantage of this program. If some do we would be able to decrease in this budget

6. Please consider adopting a remote participation policy

In light of the COVID-19 virus and its impact on public gatherings and meetings, we've put this item on the agenda so the Board can consider whether adoption of such a policy should be considered. We've included in your packet the Medway version you reviewed in January. We'll conduct some further research and provide you before the meeting a version the Board could vote to adopt for Norfolk.

MOVE that the Board adopt a remote participation policy applicable to all Town Boards and Committees.

7. Please consider approval of a contract with Stantec for various Environmental Engineering Services

There are several tasks for which the Town requires the services of a consulting environmental engineer. For some number of years, the Town has contracted with Stantec Consulting Services for such works which includes sampling the 19 groundwater monitoring wells on the Town's closed landfill, filing the Town's annual subsurface wastewater treatment system with the Massachusetts DEP, and monitoring of the Town's catch basin cleanings, developing a summary report and submitting it to the DEP. That contract was up for renewal in March of this year. Enclosed with your packet is a copy of the proposed contract for this work and the scope of services to be performed. Heretofore the Town has signed a contract provided by the consultant. This year we've negotiated a contract proposed by the Town which we believe is more appropriate for the Town, and agreed to by Stantec. Staff recommends that the Board authorize the contract so that the necessary annual work can be completed.

MOVE that the Board approve a contract with Stantec Consulting Services for various Environmental Engineering Services.

8. Please consider approval of a contract extension with R. Kadesh Excavation for DPW Services

The Town executed a contract with this firm that began in 2018 for various construction services which was for one year with the option for two one-year extensions. Included in your packet is a memo from the Interim DPW Director requesting that the Board authorize this last one year extension. There are not changes in the prices for the work and we recommend approval.

MOVE that the Board approve a contract extension with R. Kadesh Excavation for calendar year 2020.

9. Please consider exercising the Town of Norfolk's right of first refusal to purchase a property located at 75 Cleveland Street

At last week's meeting the Board took up this right of first refusal to purchase this property. The Board elected to table the item at the request of the Historical Commission Chair to further explore the funding to buy it and its future use. Since that time as you'll note from the two emails in your packet, the Historical Commission is no longer advocating for the Town to purchase the land. Ms. Pyne's email notes it is unlikely that the house would be eligible to be placed on the National Register, and it is also not likely a candidate for affordable housing. Ms. Andrade's email confirms that the CPC would also not likely recommend that such funds be used. Without support from CPC, the only other funding sources available would be a Town Meeting action to either use stabilization funds, or approval to issue debt. The Town has 120 days from the date of this notice to exercise this right to buy the land, and 90 days from the date of that decision to consummate the acquisition. Thus, without specific interest by the Select Board to acquire the property for some specific purpose, we recommend that the Board not execute its right of first refusal. The motion scripted below is written in the affirmative, so if you do not wish to exercise the Town's right, then the board would vote no., and the CPC has confirmed that they would not support the use of these funds for the purchase.

We've again included in your packet the letter from the Law Offices of Louis J. Dakoyannis informing the Board of the intent of the owner of 75 Cleveland Street to sell their 18.54-acre property which at this point has been a participant in the M.G.L. Chapter 61 Forest Land Program.

MOVE that the Board vote to waive the Town's right to notice of sale and waive the Town's right of first refusal to purchase 18.54 acres of land at 75 Cleveland Street pursuant to Massachusetts G.L. 61.

10. Please consider appointing Elizabeth Whitney to the 150th Anniversary Parade Committee

Ms. Whitney has submitted an application indicating her interest to serve on this committee. As you may know, she's also participating in the time traveler's dinner scheduled for May 9th. Mr. Terrio has indicated by email that he would like to have Ms. Whitney as a member of this committee.

MOVE that the Board appoint Ms. Elizabeth Whitney to the 150th Anniversary Parade Committee.

11. Please consider the appointment of the Animal Inspector for a one-year period effective May 1, 2020

Annually the Board must nominate a person to fulfill the role of Animal Inspector and report that name to the State for a one-year term. This position is currently filled by Mr. Wider. Included in your packet is the notice and requirements that we received from the State this week, which must be acted on by April 1st.

MOVE that the Board appoint Ms. Christopher Wider as the Animal Inspector for a one-year term beginning May 1, 2020.

12. Please consider the adoption of a Code of Conduct

At the last meeting the Board discussed a draft policy which would govern its code of conduct. The purpose of the code is to set standards for how the Board conducts itself with regard to the public, fellow boards and members, the Town Administrator and other staff. We have modified the policy to reflect the comments made at last week's meeting, and both a tracked and "clean" version are included for your review.

MOVE that the Board adopt the proposed code of conduct policy.

13. Please consider approving a request from the Norfolk Lions to erect a Field of Flags on the Norfolk Town Hill from Sunday, May 17, to Saturday, May 30, 2020; hold a ceremony on Town Hill on Memorial Day, Monday, May 25, 2020, at approximately 9:00 a.m.; and place a banner on Town Hill from May 18 to May 23, 2020

The Lions have made their annual request to erect flags for Memorial Day and to place a banner. We recommend approval of this event.

MOVE that the Board approve Norfolk Lions request to erect a Field of Flags on the Norfolk Town Hill from Sunday, May 17, to Saturday, May 30, 2020; hold a ceremony on Town Hill on Memorial Day, Monday, May 25, 2020, at approximately 9:00 a.m.; and place a banner on Town Hill from May 18 to May 23, 2020.

14. Please discuss revisions Transfer Station fees and charges

As you are aware, for several years the Transfer Station has not been meeting the revenue projections included in the budget. The deficit has been increasing over time largely due to a decline in the recycling market and the fact that costs to run the station increase each year, but rates haven't been adjusted since 2012. Included in your packet is a PowerPoint presentation by both Barry Lariviere and Blair Crane on their recommendations to adjust fees and offerings at the station to close this gap. Even with this we would recommend that revenue be reduced in FY21 from \$325K to \$300K. We are not looking for approval of these changes at this time, we are requesting direction on whether these changes would be acceptable or not. If these increases are too aggressive changes will impact our revenue projections, and conversely if you think they should be higher, that will also impact projections.

15. Please discuss revisions to the insurance premium cost share for retiree health insurance

As you know from the proposed budget a significant reduction would need the Board to approve a policy change in how much the Town contributes to the health insurance premium share for retired employees. Since at least 2017 the Town has contributed 65% of the cost of retiree health premiums, the same as it pays for current employees. State law requires that for all Towns that accepted the law to offer retiree health (which Norfolk did decades ago) pay a minimum of 50% of those premiums for all persons who are pension eligible when they retire. Further, the spouses or partners of those employees are also eligible for coverage at the same limits, all throughout their lifetime.

The Town has the ability to change this percentage and reduce it to a lower amount to a minimum of 50%. In the FY21 budget we've identified that the cost savings to the Town would be \$120,000 based upon current policy costs and the 137 persons enrolled. I would note that as the Town pays for all of these insured in the annual operating budget as the Town has not set aside sufficient funds in the OPEB trust from which to pay premiums. There are arguments both for and against making such a change. For the Town it will have a significant impact on each annual budget, as well as the Town's overall OPEB liability as the actuarial valuation is in part calculated on how much the Town contributes. For retirees, an increase in the amount they pay may have an impact on their personal finances, as they likely made their retirement decisions at least in part on how much this cost would be.

Retirees are not covered by a collective bargaining agreement, and at present State law allows the Town to change the premium share. As the Board knows, for current employees almost all are covered by CBA's and for them the Town has to negotiate any changes. Included in your packet is an email from Labor Counsel noting that the Town is able to make this change, and the process by which he suggests we do it.

As background we've provided a spreadsheet that shows the 137 employees and/or their spouses currently on plans, and the monthly and annual impact to them if this change is made. We've also conducted a survey of other communities and that indicates that over half are at the 50/50 split. The Board has options as to how much of a change to make that could be:

- Reduce the percentage from 65% to 50% for all current and future retirees
- Reduce the percentage to something between 65% and 50%
- Set different rates for persons already retired and those who haven't retired yet

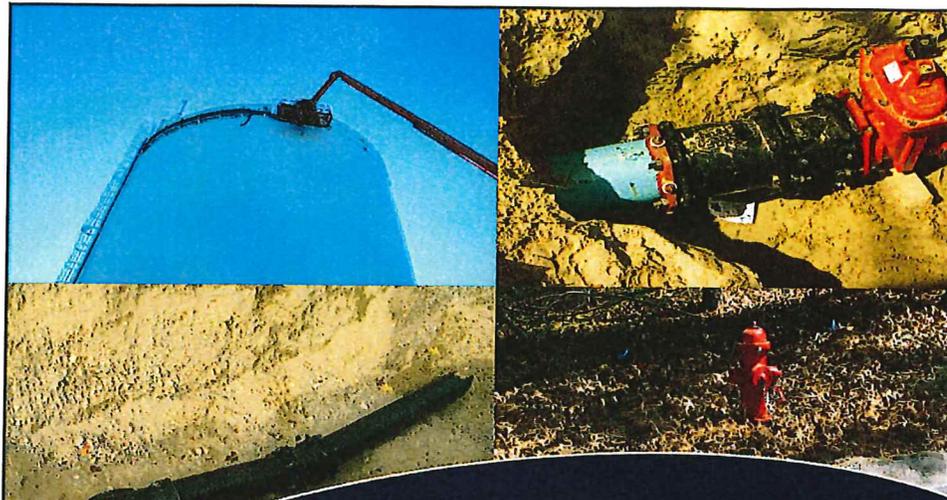
Similar to the Transfer Station we aren't asking for a decision at this time, but we will need to make one prior to June 30th to implement for FY21. We do need some guidance on what you would consider as it does have budget impact.

16. The following warrants have been signed:

- 2/28/2020 17P20 and 17PS20 \$776,828.24 (CW)
- 3/03/2020 36V20 \$2,116,542.56 (CW)
- 3/03/2020 36VS20 \$63,061.58 (CW)
- 3/10/2020 37VSA20 \$1,675.00 (CW)
- 3/10/2020 37V20 \$530,965.45 (CW)

17. Please consider approval of the minutes

We do not anticipate having any sets of minutes ready for approval at this meeting.

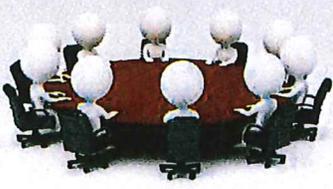


Town of Norfolk
Department of Public works
Select Board's Meeting - FY2021 Water Rates
February 18th, 2020



Discussion Agenda

- **Water Rates**
 - Rate Overview
 - FY2021 – Rates
- **Budget and Revenue Status**
 - Water Billing Revenue
 - Retained Earnings
 - Capital Projects
- **Water System Updates**
 - New Source Development (Holbrook Street)
 - Chemical Conversion
 - SCADA Upgrades



Water Rate Overview

General:

- Rates Had Not Been Raised In 5 or 6 Years until FY20
- Raise Minimum Charge Each Year Until \$150 Annually
- Separate rates for FY2020, FY2021, FY2022
- The rates are designed to generate approximately \$1,800,000 each year – Continually Revisit
- Rate increase is needed to cover new debt – Holbrook Street Well
- Rate increase is needed to fund capital projects and strengthen the enterprise fund - \$100,000 each year

FY2020:

- FY2020 - Step Rate Increase 11% to 24%
- Capital Fee Implemented - \$1.45 per 1,000 gallons
- Quarterly Billing Implemented – January 13, 2020

FY2021:

- FY2021 Increase (5%)
- Capital Fee Decrease to \$1.41 per 1,000 gallons
- Incremental rate raises vs. large increase




Proposed Rate Changes FY21

	FY19 4 Step Rates	FY20 4 Step Rates	FY21 Proposed 4 Step Rates	FY22 Proposed 4 Step Rates
Service Charge Semi- Annual:				
5/8"	\$50.00	\$60.00	\$70.00	\$75.00
3/4"	\$50.00	\$60.00	\$70.00	\$75.00
1"	\$125.00	\$150.00	\$175.00	\$187.50
1 1/2"	\$250.00	\$300.00	\$350.00	\$375.00
2"	\$400.00	\$480.00	\$560.00	\$600.00
3"	\$800.00	\$960.00	\$1,120.00	\$1,200.00
Seasonal Meter Annual:	\$100.00	\$100.00	\$100.00	\$100.00
Plus Consumption to All Users:				
1 - 15,000	\$5.39	\$6.00	\$6.30	\$6.62
15,001 - 35,000	\$6.83	\$7.67	\$8.05	\$8.46
35,001 - 50,000	\$8.87	\$10.72	\$11.26	\$11.82
Over 50,000	\$12.52	\$15.50	\$16.28	\$17.09
Capital Improvement Fee:				
Per 1,000 Gallons		\$1.45	\$1.41	\$1.38
Private Fire Protection - Semi-Annual Charge:				
2"	\$384.00	\$384.00	\$384.00	\$384.00
3"	\$384.00	\$384.00	\$384.00	\$384.00
4"	\$384.00	\$384.00	\$384.00	\$384.00
6"	\$768.00	\$768.00	\$768.00	\$768.00
8"	\$1,767.00	\$1,767.00	\$1,767.00	\$1,767.00
10"	\$3,534.00	\$3,534.00	\$3,534.00	\$3,534.00
12"	\$7,068.00	\$7,068.00	\$7,068.00	\$7,068.00
Backflow Inspections (per unit):	\$75.00	\$75.00	\$75.00	\$75.00



Proposed Billing Examples FY21

	Water Gallons	Current Annual	FY21
		Billing	Proposed Annual Billing
Up to 1" Meter	5,000	\$194.40	\$217.10
	8,000	\$239.20	\$263.36
	10,700	\$279.44	\$305.00
	15,000	\$343.50	\$371.30
	23,000	\$489.42	\$522.66
	30,000	\$617.10	\$655.10
	35,000	\$708.30	\$749.70
	45,000	\$951.70	\$1,003.10
	50,000	\$1,073.40	\$1,129.80
	70,000	\$1,751.40	\$1,837.40
	100,000	\$2,768.40	\$2,898.80
	167,000	\$5,039.70	\$5,269.26
	204,000	\$6,294.00	\$6,578.32
252,340	\$7,932.60	\$8,288.58	
1" Meter	15,000	\$523.50	\$581.30
	21,000	\$632.94	\$694.82
	31,000	\$815.34	\$884.02
	35,000	\$888.30	\$959.70
	50,000	\$1,253.40	\$1,339.80
	352,770	\$11,517.30	\$12,051.80
	353,010	\$11,525.44	\$12,060.30

Average Water Billing Examples

	Low	High
Single Family	\$759	\$1,289
Single Family w/Irrigation	\$2,100	\$5,600
Retired Community	\$410	\$617
Partial Resident	\$347	\$406



Budget and Revenue Status - Water Revenue

	FY16	FY17	FY18	FY19	FY20 YTD
Water Enterprise Budget Appropriation:	\$1,598,020	\$1,585,529	\$1,630,644	\$1,589,587	\$1,744,019
Water Enterprise Budget Expenses:	\$1,263,289	\$1,224,540	\$1,406,377	\$1,062,636	\$513,148
*Water Revenue:	\$1,613,824	\$1,630,279	\$1,609,693	\$1,592,296	\$1,074,208
Balance:	\$350,535	\$405,739	\$203,316	\$469,660	\$561,060

*Water Revenue Includes all water revenue sources

*FY20 Water Billing

Quarter 1 and 2 Commitment	\$890,408
Quarter 3 Commitment	\$372,092
	\$1,262,500
Quarter 4 Commitment Projection	\$372,000
Total FY20 Commitment	\$1,634,500
Current Billing Revenue YTD	\$812,362

***Billing Note:**
 Commitment 1 and 2: Semi - Annual Billing
 Commitment 3 and 4: Quarterly Billing




Budget and Revenue Status - Retained Earnings

Water Retained Earnings

- It is important to maintain a level (six months reserves) of unreserved retained earnings in the Water Enterprise Fund that is sufficient to address the financing of:
 - Working Capital – expenses exceed available cash
 - Revenue Shortfalls – water consumption is less than projected
 - Emergency Expenditures – catastrophic system failures
 - New Regulatory Requirements – PFAF’s, Iron and Manganese

	FY16	FY17	FY18	FY19*
Water Retained Earnings	\$1,270,971	\$952,946	\$1,066,143	\$1,170,638

*FY19 - \$275,000 earmarked for Holbrook Street water main installation



Budget and Revenue Status - Capital Projects

Water Capital Projects

- It is important to maintain a level of funding to be used for Capital Projects related to the Water Utility System to address the financing of:
 - System Upgrades – Wells and Pumps
 - New Source Options – New Sites, Interconnections
 - System Expansion – Lawrence Street, Main Street
 - Water Main Looping Projects – Grove Street, Maple Street, Park Street
 - Transite Pipe Replacement Program – Inventory, Assessment and Planning
 - System Expansion – Lawrence Street, Main Street



Water System Updates

Holbrook Street Well

- Final Water Management Act (WMA) Permit was issued – October 24, 2019
- Install and Develop Well Field (6) Production Wells – In process to be completed by 2/21/2020
- Wellfield and Pump Station Final Design & Permitting
- Bidding – April 2020
- Construction – July 2020 to January/February 2021

The Holbrook Street wellfield was approved as a water supply at a maximum pumping rate of 400,000 gallons per day in October 2019. Addition of a groundwater supply in this flow range will provide the Town with a redundant supply that is crucial to the water system, which currently only has two supplies.



Water System Updates

Chemical Conversion Project

- **Gold Street Well**
 - Modification to existing NaOH (sodium hydroxide) to KOH (potassium hydroxide) feed system – increased corrosion control, utility savings
 - Modification to emergency eyewash/shower station
 - Installation of high-level bulk tank sensor and alarms
- **Spruce Road Well**
 - Modification to existing NaOH (sodium hydroxide) to KOH (potassium hydroxide) feed system – Increased corrosion control, utility savings
 - Demolish existing UV system, install new process piping
 - Installation of high-level bulk tank sensor and alarms

Supervisory Control and Data Acquisition (SCADA) System Upgrades

- A cloud-based or network based SCADA system allows water management operators to monitor operations, processes and the treatment from anywhere.
- Upgrades to computer software and coding
- Upgrades to User Interface (UI)
- Upgrades to incorporate changes to the Chemical Conversion project





P.O Box 73, Harwich Port, Massachusetts 02646

Telephone: 508.360.1378

www.municipalconsultants.net

April 4, 2019

Mr. Robert McGhee
DPW Director
Town of Norfolk
33 Medway Branch
Norfolk, MA 02056

Dear Mr. McGhee:

This report and the accompanying forecasts of revenue requirements were prepared for the Town of Norfolk to calculate a water rate for the period of Fiscal Year 2020 to Fiscal Year 2022.

The financial forecast of revenue requirements were based on the department's assumptions concerning future events and circumstances. The assumptions disclosed herein are those which the department believes are significant to the forecasts or are key factors upon which the financial results of the water department depend based on present circumstances and assumptions as of the date of this report.

We have compiled the forecasts and water rates in accordance with applicable guidelines established by the American Water Works Association. This report completes our requirements to review the water rate structure and recommends a method that will recover the costs equitably by class of customer.

We wish to thank everyone who assisted us during this project.

Very truly yours,

PIONEER CONSULTING GROUP, INC.

A handwritten signature in blue ink, appearing to read "D. Gardner", written over a horizontal line.

Douglas W. Gardner
President

SUMMARY

The purpose of this study was to prepare a comprehensive water rate study. The intent of the study was to independently evaluate and assess the Town of Norfolk Water Department current schedule of rates and fees and to develop and recommend revisions. The objective of the study was to propose a rate structure to adequately fund water utility operation and maintenance expenses, debt service, specified reserves, capital expenditures and other cash requirements.

We completed an analysis of the water rate methodology and recommend changes, which will equitably charge each class of customer, encourage conservation (discourage water waste), and provide capital improvement funds. Pioneer Consulting Group, Inc. stressed to the Town of Norfolk that the water rate projections are estimates, and future rate increases voted by the Board should be based on then-current information. The proposed rate structure will fund 100% of all water expenses.

FINDINGS AND RECOMMENDATIONS

1. The current Town of Norfolk Water Rates will not generate sufficient revenue to fund salaries, expenses, debt service and capital improvements beyond FY 2019.
2. The recommended water rates will generate sufficient revenues to fund the revenue requirements detailed in Schedule 1 for the period of FY 2020-FY 2022 and possibly beyond.
3. We recommend that the current water rate structure be maintained.
4. We recommend the semi-annual service charge be based on the customer's meter size and contain 0 consumption. We recommend that the service charge be increased each year until the amount reaches \$75.00 semi-annually. The recommended charge by meter is as follows:

Meter Size	FY 2020	FY 2021	FY 2022
5/8"	\$60.00	\$70.00	\$75.00
3/4"	\$60.00	\$70.00	\$75.00
1"	\$150.00	\$175.00	\$187.50
1 1/2"	\$300.00	\$350.00	\$375.00
2"	\$480.00	\$560.00	\$600.00
3"	\$960.00	\$1,120.00	\$1,200.00

5. We recommend that the water department maintain a conservation based water rate. A conservation-based rate structure encourages the efficient use of water by charging customers a higher rate as their water consumption increases. The conservation based rate structure will discourage the wasteful use of water and reduce the excessive discretionary summer use.
6. Conservation-oriented water pricing is an effective way of encouraging water conservation and balancing water supply with water demand. When water rates do not reflect the full cost of providing water services, the price of water is lower than it should be in order to send the correct signal to customers about its actual value. The lower price encourages more water consumption, and utilities have to increase water supply to meet the demand. This creates an unbalance: consumers are using more water than they need, and utilities are supplying more water than they should have to without recovering the actual costs created in doing so. Conservation pricing allows utilities to recover the full cost of supplying water while encouraging more efficient water use on the part of consumers so that the water supply and demand cycle can be more financially and environmentally sustainable.

7. As described in items 5 & 6, a conservation based water rate structure encourages water conservation and places higher demand costs on the highest users. The metered water consumption is billed in arrears.
8. The recommended semi-annual step rates for all customers for the FY 2020-FY 2022 are as follows:

<u>Step Rate</u>	<u>Consumption Range</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
1 st Step	0 – 15,000 Gallons	\$ 6.00	\$ 6.30	\$ 6.62
2 nd Step	15,001- 35,000 Gallons	\$ 7.67	\$ 8.05	\$ 8.46
3 rd Step	35,001 – 50,000 Gallons	\$10.72	\$11.26	\$11.82
4 th Step	Over 50,000 Gallons	\$15.50	\$16.28	\$17.09

9. The proposed water rates include new debt service funding for the construction of a new well. The cost of the well will be funded by a Capital Improvement Fee (CIF). The CIF will fund the \$2,600,000 new well facility bond. The CIF is billed to all customers based on their metered consumption. The Capital Improvement Fees are as follows:

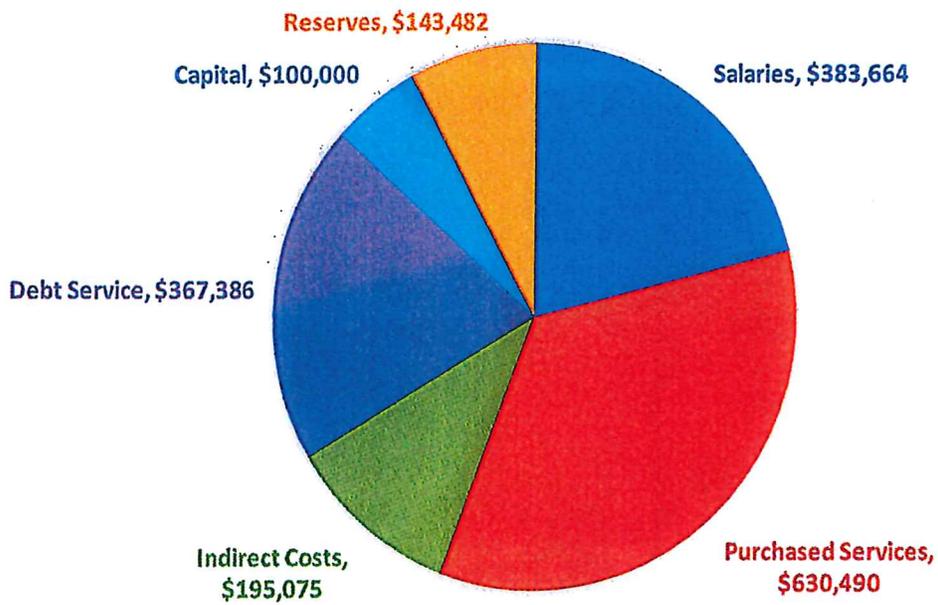
	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
Rate per 1,000 Gallons	\$1.45	\$1.41	\$1.38

10. The proposed water rates will generate approximately \$1,820,097 annually.
11. The proposed FY 2020 - FY 2022 water rates include an average of \$100,000 annually for capital projects. The capital projects are funded by a combination of water rates and reserve fund transfers. The reserve fund transfer will require a vote at Town Meeting.
12. The water system has been designed to provide water at peak hourly flows and to provide sufficient fire protection to extinguish a fire over a three-hour period. The costs associated with fire protection should be charged to the customers who will benefit from the protection. There is a clear distinction between fire protection customers as a class of customer and the other classes. Fire protection customers require water utilities to have facilities available to meet high potential demands for water at any given time, but actually use relatively little water. The fire protection costs represent a “readiness to serve charge”. The public fire protection charges are built in to the water rates and are shared all customers. We recommend the annual private fire protection charges be revised. The current method of charging private fire connection is by sprinkler head is inaccurate and cumbersome. The AWWA recommends each fire service be charged based on connection size. We recommend the following annual charges for all private fire connections.

2” Connection	\$ 384.00
3” Connection	\$ 384.00
4” Connection	\$ 384.00
6” Connection	\$ 768.00
8” Connection	\$1,767.00
10” Connection	\$3,534.00
12” Connection	\$7,068.00

13. Reserve funds (Undesignated Fund Balance) are a key component of the water fund. Maintaining adequate reserves is a fundamental principal of sound financial management. It is essential that a government maintain adequate levels of working capital in its enterprise funds to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenses) and to ensure stable services and fees. Working capital is a crucial consideration in long-term financial planning. Credit rating agencies consider the availability of working capital in their evaluations of continued creditworthiness. Undesignated fund balance can serve several roles within the overall financial matrix for a municipal enterprise fund or funds operated similar to enterprise funds. For example, as a risk management tool, undesignated fund balance can be used to support unexpected and uninsured losses. Reserves can be used for any lawful purpose, but should be used primarily for financial security in case of catastrophic events, unforeseen occurrences, and the funding of capital projects. **Reserves should not be used to fund operating budgets or reducing water rates.**
14. We recommend that the Norfolk Water Department change their billing frequency from semi-annual to quarterly in FY 2020. The change to quarterly billing adheres to the Massachusetts Department of Environmental Protection (DEP) requirements to reduce lost water from undetected leaks.
15. Exhibit 1, "Comparison of Current vs. Proposed Rates", presents the current and the proposed rates for all water consumption and other related charges for Fiscal Year 2020 - 2022.
16. Exhibit 2, Impact Analysis, presents the effects of the proposed and current rates for water consumption for actual Town of Norfolk customers. We have presented comparisons for a number of consumptions and varying residential, business, apartment, municipal and lawn irrigation customers.

NORFOLK WATER DEPARTMENT 3 YEAR REVENUE BUDGET



NORFOLK WATER DEPARTMENT
 Current vs Proposed Rates & Charges

	FY 2019 Current 4 Step Rates	FY 2020 Proposed 4 Step Rates	FY 2021 Proposed 4 Step Rates	FY 2022 Proposed 4 Step Rates
Service Charge - Semi-annual				
5/8"	\$50.00	\$60.00	\$70.00	\$75.00
3/4"	\$50.00	\$60.00	\$70.00	\$75.00
1"	\$125.00	\$150.00	\$175.00	\$187.50
1 1/2"	\$250.00	\$300.00	\$350.00	\$375.00
2"	\$400.00	\$480.00	\$560.00	\$600.00
3"	\$800.00	\$960.00	\$1,120.00	\$1,200.00
Seasonal Meter (Annual)	\$100.00	\$100.00	\$100.00	\$100.00
Plus Consumption to All Users				
1 - 15,000 Gallons	\$5.39	\$6.00	\$6.30	\$6.62
15,001 - 35,000 Gallons	\$6.83	\$7.67	\$8.05	\$8.46
35,001 - 50,000 Gallons	\$8.87	\$10.72	\$11.26	\$11.82
Over 50,000 Gallons	\$12.52	\$15.50	\$16.28	\$17.09
Capital Improvement Fee - NEW CHARGE				
Per 1,000 Gallons		\$1.45	\$1.41	\$1.38
New Well site \$2,600,000 Bond, 20 Years				
Private Fire Protection - Semi-Annual Charge				
2"	\$384.00	\$384.00	\$384.00	\$384.00
3"	\$384.00	\$384.00	\$384.00	\$384.00
4"	\$384.00	\$384.00	\$384.00	\$384.00
6"	\$768.00	\$768.00	\$768.00	\$768.00
8"	\$1,767.00	\$1,767.00	\$1,767.00	\$1,767.00
10"	\$3,534.00	\$3,534.00	\$3,534.00	\$3,534.00
12"	\$7,068.00	\$7,068.00	\$7,068.00	\$7,068.00
Backflow Inspections (per unit)	\$75.00	\$75.00	\$75.00	\$75.00

**NORFOLK WATER DEPARTMENT
 IMPACT ANALYSIS - Semi-annual
 PROPOSED RATES - FY 2020**

Exhibit 2

Meter Size	Quantity Gallons	Current Rates	Proposed Rates	Dollar Difference	Percentage Difference
Up to 1"	5,000	\$76.95	\$97.25	\$20.30	26.38%
	8,000	\$93.12	\$119.60	\$26.48	28.44%
	10,700	\$107.67	\$139.72	\$32.04	29.76%
	15,000	\$130.85	\$171.75	\$40.90	31.26%
	23,000	\$185.49	\$244.71	\$59.22	31.93%
	30,000	\$233.30	\$308.55	\$75.25	32.25%
	35,000	\$267.45	\$354.15	\$86.70	32.42%
	45,000	\$356.15	\$475.85	\$119.70	33.61%
	50,000	\$400.50	\$536.70	\$136.20	34.01%
	70,000	\$650.90	\$875.70	\$224.80	34.54%
	100,000	\$1,026.50	\$1,384.20	\$357.70	34.85%
	167,000	\$1,865.34	\$2,519.85	\$654.51	35.09%
	204,000	\$2,328.58	\$3,147.00	\$818.42	35.15%
	252,340	\$2,933.80	\$3,966.36	\$1,032.57	35.20%
1" Meter	15,000	\$205.85	\$261.75	\$55.90	27.16%
	21,000	\$246.83	\$316.47	\$69.64	28.21%
	31,000	\$315.13	\$407.67	\$92.54	29.37%
	35,000	\$342.45	\$444.15	\$101.70	29.70%
	50,000	\$475.50	\$626.70	\$151.20	31.80%
	352,770	\$4,266.18	\$5,758.65	\$1,492.47	34.98%
	353,010	\$4,269.19	\$5,762.72	\$1,493.53	34.98%
1 1/2" Meter	15,000	\$330.85	\$411.75	\$80.90	24.45%
	21,400	\$374.56	\$470.12	\$95.56	25.51%
	31,000	\$440.13	\$557.67	\$117.54	26.71%
	35,000	\$467.45	\$594.15	\$126.70	27.10%
	50,000	\$600.50	\$776.70	\$176.20	29.34%
	65,000	\$788.30	\$1,030.95	\$242.65	30.78%
	80,900	\$987.37	\$1,300.46	\$313.09	31.71%
	304,800	\$3,790.60	\$5,095.56	\$1,304.96	34.43%
	347,100	\$4,320.19	\$5,812.55	\$1,492.35	34.54%
	2" Meter	15,000	\$480.85	\$591.75	\$110.90
35,000		\$617.45	\$774.15	\$156.70	25.38%
50,000		\$750.50	\$956.70	\$206.20	27.48%
60,100		\$876.95	\$1,127.90	\$250.94	28.62%
181,600		\$2,398.13	\$3,187.32	\$789.19	32.91%
256,000		\$3,329.62	\$4,448.40	\$1,118.78	33.60%
162,270		\$2,156.12	\$2,859.68	\$703.56	32.63%
174,060		\$2,303.73	\$3,059.52	\$755.79	32.81%
90,500		\$1,257.56	\$1,643.18	\$385.62	30.66%
139,800		\$1,874.80	\$2,478.81	\$604.01	32.22%
3" Meter		15,000	\$880.85	\$1,071.75	\$190.90
	28,600	\$973.74	\$1,195.78	\$222.04	22.80%
	35,000	\$1,017.45	\$1,254.15	\$236.70	23.26%
	42,300	\$1,082.20	\$1,342.99	\$260.79	24.10%
	50,000	\$1,150.50	\$1,436.70	\$286.20	24.88%
	55,700	\$1,221.86	\$1,533.32	\$311.45	25.49%

TOWN OF NORFOLK
REVENUE REQUIREMENTS

The water revenue requirements (Schedule 1) detail the Fiscal Year FY 2020 – FY 2022 Revenue Budget for the Town of Norfolk.

Our analysis indicates the Town of Norfolk must generate an average revenue total of \$1,820,097 for FY 2020 – FY 2022.

Direct Costs

Direct costs consist of all salaries and operational expenses for the water department. Salaries include salaries and wages for department employees and overtime. Maintenance & operations, office expenses, fuel and utilities are funds used to operate the department.

The FY 2020 – FY 2022 direct costs are approximately \$1,014,154.

Indirect Costs

The indirect costs consist of employee benefits, town government support and other town government services.

The indirect costs for the water department total \$195,075.

Debt Service

The debt service represents the principal and interest on current debt service.

The debt service for the water department totals \$367,386.

Capital Improvements

The capital costs consist of improvements to the water system. The capital costs are approximately \$100,000.

Reserves

The FY 2020 - FY2022 capital reserves costs are approximately \$143,482 and will be added to the certified free cash at the end of the fiscal year.

TOWN OF NORFOLK
BILLING ANALYSIS

The purpose of the Billing Analysis (Schedule 2) is to develop water usage patterns in thousand-gallon (000) increments to aid in understanding the customer base. The data is analyzed to determine equitable minimum usage and break points for the rates.

For our analysis we used the FY 2018 total billed consumption supplied by the Town of Norfolk for the calculation of the FY 2020 - FY2022 water rates. The billing analysis is detailed by customer type.

Residential Customers

The four-step increasing block rate, Schedule 2 is designed to encourage conservation and charge each class of customer on an equitable basis. The four-step usage is as follows:

First Step

The first step allows from 1–15,000 gallons semi-annually, which provides sufficient water for sanitation.

The first step consumption totaled 68,473 (000) gallons. There were 1,485 semi-annual customers within this range.

Second Step

The second step allows from 15,001 to 35,000 gallons semi-annually. Most single-family homes will generally use water within this step.

The second step water consumption totaled 45,169 (000) gallons. There were 2,601 semi-annually customers within this range.

Third Step

The third step allows from 35,001 to 50,000 gallons semi-annually. Larger homes and those that irrigate will generally use water within this step.

The third step water consumption totaled 10,429 (000) gallons. There were 652 semi-annually customers within this range.

Fourth Step

The fourth step allows for all consumption in excess of 50,000 gallons semi-annually.

The fourth step water consumption totaled 14,066 (000) gallons. There were 434 semi-annually customers in this step.

TOWN OF NORFOLK
REVENUE TO BE GENERATED AT PROPOSED RATES

The calculation of water rates and charges for FY 2020 - FY2022 (Schedule 3) will result in water department revenue of \$1,820,097.

Public Fire Protection – The Town of Norfolk does not charge for public hydrants. The public hydrant costs are built into the water rates.

Private Fire Protection - The annual charge is billed in advance to all customers with a private fire connection and is based on connection size. It is unknown exactly how many private connections exist. We have not anticipated any revenue for private connections until a survey has been completed.

The annual charge will generate approximately \$12,186.

Minimum Charge – The charge is billed in advance to all Norfolk water customers on a semi-annually basis and will generate approximately \$332,160 annually.

Non-Water Consumption Revenue – The revenues earned from service calls, repairs, interest & demands and retained earnings funding, etc. The non-consumption revenue will generate approximately \$370,000 annually.

Cross Connection Revenue - The cross connection testing charges will generate approximately \$19,003 annually.

Metered Water – The metered water rate will generate approximately \$1,086,748. Each customer type will generate the following revenue:

1 st Step:	\$ 410,604
2 nd Step:	\$ 346,253
3 rd Step:	\$ 111,850
4 th Step:	\$ 218,040
Total Metered Water	<u>\$1,086,747</u>

Schedules

NORFOLK WATER DEPARTMENT
REVENUE REQUIREMENTS

Schedule 1

Account Description	2020	2021	2022	3 Year Total	3 Year Average
DIRECT COSTS					
Salaries					
DPW Director & Assistant Director	\$57,535	\$59,261	\$61,039	\$177,835	\$59,278
DPW Superintendent	\$0	\$95,000	\$97,850	\$192,850	\$64,283
Executive Assistant	\$10,421	\$10,734	\$11,056	\$32,210	\$10,737
Administrative Assistant	\$44,307	\$45,636	\$47,005	\$136,949	\$45,650
DPW Division Superintendent Veh Maint	\$7,455	\$7,679	\$7,909	\$23,043	\$7,681
DPW Division Foreman	\$79,929	\$82,327	\$84,797	\$247,053	\$82,351
Maintenance Operator	\$53,996	\$55,616	\$57,284	\$166,896	\$55,632
Overtime	\$10,197	\$10,503	\$10,818	\$31,518	\$10,506
Apprentice Maintenance Operator-Treatment	\$41,780	\$43,033	\$44,324	\$129,138	\$43,046
Overtime Flushing Program	\$3,000	\$3,000	\$3,000	\$9,000	\$3,000
Shift Differential	\$1,500	\$1,500	\$1,500	\$4,500	\$1,500
Total Salaries	\$310,120	\$414,289	\$426,582	\$1,150,991	\$383,664
Purchased Services					
Expenses	\$165,506	\$169,644	\$173,885	\$509,034	\$169,678
Engineering / Contract Services	\$329,500	\$325,313	\$331,270	\$986,083	\$328,694
Water Division Expenses	\$33,662	\$33,662	\$33,662	\$100,986	\$33,662
Fuel & Utilities	\$96,035	\$98,436	\$100,897	\$295,368	\$98,456
Total Purchased Services	\$624,703	\$627,054	\$639,714	\$1,891,471	\$630,490
TOTAL DIRECT COSTS	\$934,823	\$1,041,343	\$1,066,296	\$3,042,462	\$1,014,154
INDIRECT COSTS					
Indirects	\$191,830	\$195,045	\$198,349	\$585,225	\$195,075
TOTAL INDIRECT COSTS	\$191,830	\$195,045	\$198,349	\$585,225	\$195,075
DEBT SERVICE					
Existing Principal & Interest	\$380,542	\$368,938	\$352,679	\$1,102,158	\$367,386
Proposed Principal & Interest	\$0	\$0	\$0	\$0	\$0
TOTAL DEBT SERVICE	\$380,542	\$368,938	\$352,679	\$1,102,158	\$367,386
CAPITAL IMPROVEMENTS	\$100,000	\$100,000	\$100,000	\$300,000	\$100,000
RESERVES					
Emergency Fund	\$50,000	\$50,000	\$50,000	\$150,000	\$50,000
Reserve Fund*	\$93,482	\$104,134	\$106,630	\$304,246	\$93,482
TOTAL RESERVES	\$143,482	\$154,134	\$156,630	\$454,246	\$143,482
Total Revenue Requirements	\$1,750,677	\$1,859,460	\$1,873,954	\$5,484,091	\$1,820,097

NORFOLK WATER DEPARTMENT
 FOUR STEP PRO FORMA CONSUMPTION
 Consumption in Thousand Gallons

Schedule 3

Step	Semi-Annual Gallons	Total Thousand Gallons	Number of Reads
1st Step	0-15,000	68,473	1,485
2nd Step	15,001 - 35,000	45,169	2,601
3rd Step	35,001 - 50,000	10,429	652
4th Step	Over 50,000	14,066	434
Total		138,137	5,172

**NORFOLK WATER DEPARTMENT
REVENUE TO BE GENERATED AT PROPOSED RATES**

		Semi-Annual Charge	Semi-Annual Revenue	Annual Revenue
Fire Protection Charges				
Public Hydrants	575			\$0
Private Hydrants				
1" Connections @	0	\$0	\$0	\$0
2" Connections @	0	\$0	\$0	\$0
4" Connections @	13	\$184	\$2,393	\$2,393
6" Connections @	25	\$368	\$9,204	\$9,204
8" Connections @	1	\$589	\$589	\$589
10" Connections @	0	\$0	\$0	\$0
Total Private Hydrants				<u>\$12,186</u>
Metered Revenue				
Minimum Charge				
Meter Size	No. of Meters	Semi-Annual Charge	Semi-Annual Revenue	Annual Revenue
5/8" & 5/8"x3/4"	2,554	\$60.00	\$153,240.23	\$306,480
1"	16	\$150.00	\$2,400.00	\$4,800
1 1/2"	4	\$300.00	\$1,200.00	\$2,400
2"	9	\$480.00	\$4,320.01	\$8,640
3"	2	\$960.00	\$1,920.00	\$3,840
4"	0	\$1,500.00	\$0.00	\$0
6"	1	\$3,000.00	\$3,000.00	\$6,000
Total	<u>2,586</u>			<u>\$332,160</u>
Cross Connection				
Number of Tests	125	Charge per Test		
		\$152.03		\$19,003
Non Water Consumption Income				
Betterments				\$35,000
System Development Charge				\$0
Penalty & Interest				\$5,000
Wireless Leases				\$50,000
Interest Income				\$5,000
Liens				\$0
Other income				\$20,000
Leak - Payback				\$5,000
Reserves				\$250,000
Total Non Consumption Revenue				<u>\$370,000</u>
Metered Water				
1st Step Consumption		68,473		
1st Step Rate		\$6.00		
Revenue Earned from 1st Step			\$410,604	
2nd Step Consumption		45,169		
2nd Step Rate		\$7.67		
Revenue Earned from 2nd Step			\$346,253	
3rd Step Consumption		10,429		
3rd Step Rate		\$10.72		
Revenue Earned from 3rd Step			\$111,850	
4th Step Consumption		14,066		
4th Step Rate		\$15.50		
Revenue Earned from 4th Step			\$218,040	
Total Metered Water				<u>\$1,086,748</u>
Summary				
Total Revenue				\$1,820,097
Revenue Requirements				\$1,820,097
Surplus / (Deficit)				<u>\$0</u>



PUBLIC HEARING NOTICE

The Select Board, Licensing Board for the Town of Norfolk, will conduct a public hearing under the provisions of Chapter 101 of the Acts of 2004, Section 7 to determine the water budget for FY21 and set prices and rates for usage of the water system. This hearing will be conducted on Tuesday, February 18, 2020, at 7:00 p.m., in Room 124, Town Hall, One Liberty Lane, Norfolk, MA 02056.

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



TOWN OF NORFOLK FY21 BUDGET

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
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**Town of NORFOLK
Revenue Budget**

	FY18 Budget	FY19 Budget	FY20 Budget	FY21 Budget
Operating Revenue				
Tax Levy Base (Prior Levy Limit)	\$27,469,682	\$28,658,330	\$30,047,297	\$31,381,469
2.5%	\$686,743	\$716,458	\$751,511	\$784,537
New Growth	\$510,729	\$672,509	\$582,661	\$600,000
Reserve for Abatements	(\$75,000)	(\$125,000)	(\$125,000)	(\$125,000)
Total Levy Base	\$28,592,154	\$29,922,297	\$31,256,469	\$32,641,006
Local Estimated Receipts:				
Motor Vehicle	\$1,950,000	\$2,000,000	\$2,000,000	\$2,000,000
Penalties/Interest on Taxes	\$110,000	\$110,000	\$110,000	\$120,000
P.I.L.O.T.	\$75,000	\$75,000	\$75,000	\$75,000
Water Dept - Indirect Costs	\$65,000	\$65,000	\$65,000	\$65,000
Septic - Indirect Costs	\$5,000	\$5,000	\$5,000	\$5,000
Transfer Station Revenue	\$325,000	\$325,000	\$325,000	\$300,000
Fees	\$20,000	\$20,000	\$20,000	\$20,000
Other Dept'l Revenue	\$125,000	\$130,000	\$125,000	\$150,000
Lease & Maintenance - Public Safety	\$0	\$0	\$86,000	\$90,000
Licenses & Permits	\$380,000	\$415,000	\$415,000	\$440,000
Fines & Forfeits	\$20,000	\$20,000	\$20,000	\$20,000
Investment Income	\$7,500	\$25,000	\$25,000	\$25,000
Meals Tax	\$80,000	\$85,000	\$85,000	\$85,000
Ambulance Receipts	\$380,000	\$380,000	\$410,000	\$465,000
Miscellaneous Recurring	\$27,000	\$27,000	\$25,000	\$25,000
Miscellaneous Non - Recurring	\$90,000	\$90,000	\$250,000	\$250,000
Total Estimated Receipts	\$3,659,500	\$3,772,000	\$4,041,000	\$4,135,000
Cherry Sheet:				
School Aid				
Chapter 70	\$3,406,815	\$3,424,875	\$3,452,225	\$3,489,705
Charter School Reimbursement	\$21,531	\$3,996	\$3,381	\$72,650
Total Education - State Aid	\$3,428,346	\$3,428,871	\$3,455,606	\$3,562,355
General Government				
Lottery	\$958,026	\$991,557	\$1,018,329	\$1,046,842
Additional Aid	\$15,457	\$15,573	\$16,511	\$17,722
Police Career Incentive				
Exemptions:Vets/Blind/Surviving Spou	\$60,953	\$60,597	\$69,618	\$82,403
State Owned Land	\$152,571	\$208,326	\$217,114	\$225,957
Total General Government - State Aid	\$1,187,007	\$1,276,053	\$1,321,572	\$1,372,924
Cherry Sheet Revenue Total	\$4,615,353	\$4,704,924	\$4,777,178	\$4,935,279
Cherry Sheet Assessments	(\$468,979)	(\$444,132)	(\$498,098)	(\$659,600)
Net Cherry Sheet Total	\$4,146,374	\$4,260,792	\$4,279,080	\$4,275,679
Total Operating Revenue	\$36,398,028	\$37,955,089	\$39,576,549	\$41,051,685
Other Sources:				
Receipts Reserved Cemetery	\$25,000	\$25,000	\$70,000	\$0
Free Cash (to pay Capital Debt)	\$0	\$0	\$0	\$0
Stabilization	\$0	\$0	\$0	\$0
Free Cash	\$300,000	\$380,000	\$163,197	\$97,559
Total Other Sources	\$325,000	\$405,000	\$233,197	\$97,559
Total Non-Exclud Budget Sources	\$36,723,028	\$38,360,089	\$39,809,746	\$41,149,244
	\$1,372,303	\$1,637,061	\$1,449,657	\$1,339,498

TOWN OF NORFOLK - Recommended Budget

Budget Summary

General Revenue						
Revenue	FY18	FY 19	FY 20	FY 21	Difference	%
Real Estate Taxes (Non Excluded)	\$28,592,154	\$29,922,297	\$31,256,469	\$32,641,006	\$1,384,537	4.43%
State Aid	\$4,146,374	\$4,260,792	\$4,279,080	\$4,275,679	(\$3,401)	-0.08%
Local Receipts	\$3,659,500	\$3,772,000	\$4,041,000	\$4,135,000	\$94,000	2.33%
Non Recurring Revenues	\$325,000	\$405,000	\$233,197	\$97,559	(\$135,638)	-58.16%
Total Available (Non Excluded)	\$36,723,028	\$38,360,089	\$39,809,746	\$41,149,244		
Fixed Costs						
	FY18	FY 19	FY 20	FY 21	Difference	%
Debt Service (Non Excluded)	\$694,374	\$640,429	\$512,935	\$630,000	\$117,065	22.82%
Health Insurance	\$2,321,000	\$2,402,235	\$2,354,190	\$2,324,000	(\$30,190)	-1.28%
Norfolk County Retirement	\$1,941,855	\$2,063,494	\$2,210,845	\$2,359,197	\$148,352	6.71%
Unemployment Benefits	\$25,000	\$25,000	\$25,000	\$25,000	\$0	0.00%
Medicare	\$215,000	\$225,000	\$230,000	\$250,000	\$20,000	8.70%
Other Employee Benefits	\$130,000	\$132,000	\$133,000	\$143,000	\$10,000	7.52%
Building Liability	\$350,000	\$360,000	\$375,000	\$386,250	\$11,250	3.00%
Tri-County	\$466,841	\$454,072	\$360,053	\$362,201	\$2,148	0.60%
Norfolk Agricultural School	\$19,610	\$20,394	\$21,500	\$14,000	(\$7,500)	-34.88%
Transfer Station Expenses	\$387,946	\$403,229	\$419,618	\$434,959	\$15,341	3.66%
Road Program	\$1	\$1	\$1	\$1	\$0	0.00%
Reserve Fund	\$75,000	\$50,000	\$50,000	\$50,000	\$0	0.00%
Shared Services (Fuel, St. Lights, Landfill, Snow)	\$440,522	\$442,957	\$440,957	\$450,424	\$9,467	2.15%
Total	\$7,067,149	\$7,218,811	\$7,133,099	\$7,429,032		
Discretionary Costs						
	FY 18	FY 19	FY 20	FY 21	Difference	%
Norfolk Elementary	\$11,831,222	\$12,263,361	\$12,753,837	\$13,315,384	\$561,547	4.40%
General Government	\$2,073,668	\$2,251,261	\$2,294,408	\$2,341,175	\$46,767	2.04%
{Facilities Maintenance}	\$595,822	\$863,426	\$1,058,663	\$1,149,004	\$90,341	8.53%
Public Safety	\$4,943,336	\$5,233,809	\$5,576,854	\$5,792,515	\$215,661	3.87%
Public Works - Operations	\$1,268,203	\$1,273,684	\$1,395,266	\$1,348,308	(\$46,958)	-3.37%
King Philip Operating Budget & Turf	\$8,263,166	\$8,624,390	\$8,852,281	\$8,981,874	\$129,593	1.46%
Culture and Recreation	\$699,568	\$730,070	\$770,769	\$791,952	\$21,183	2.75%
Total	\$29,674,985	\$31,240,002	\$32,702,078	\$33,720,212		

Total Non-Excluded Expense Budget

Surplus / (Shortage)

\$0

Proposed Employee Benefits

	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>	<u>Change</u>	<u>%</u>
Medical Insurance	\$2,321,000	\$2,402,235	\$2,354,190	\$2,324,000	(\$30,190)	-1.28%
Life Insurance	\$12,000	\$13,000	\$13,000	\$13,000	\$0	0.00%
Longevity	\$95,000	\$96,000	\$97,000	\$110,000	\$13,000	13.40%
Medicare	\$215,000	\$225,000	\$230,000	\$250,000	\$20,000	8.70%
Unemployment Comp.	\$25,000	\$25,000	\$25,000	\$25,000	\$0	0.00%
State/County Retirement	\$1,941,855	\$2,063,494	\$2,210,845	\$2,359,197	\$148,352	6.71%
Contractual Benefits	\$23,000	\$23,000	\$23,000	\$20,000	(\$3,000)	-13.04%
	<u>\$4,632,855</u>	<u>\$4,847,729</u>	<u>\$4,953,035</u>	<u>\$5,101,197</u>	<u>\$148,162</u>	<u>2.99%</u>

Excluded Debt

FY 21

		FY17	FY18	FY19	FY20	FY21
Excluded Debt Revenue	Debt Exclusions					
	King Philip (Net SBA)	\$717,535	\$681,485	\$671,975	\$639,900	\$593,549
	Library Expansion	\$195,028	\$188,762	\$180,420	\$171,013	\$164,589
	Freeman Kennedy	\$1,507,738	\$1,483,438	\$1,456,325	\$1,429,213	\$1,246,513
	Public Safety Building - MECC	\$0	\$0	\$429,934	\$851,875	\$790,544
	Total Debt Exclusions	\$2,420,300	\$2,353,684	\$2,738,654	\$3,092,001	\$2,795,195

Excluded Debt Budget	Debt Exclusions					
	King Philip (Net SBA)	\$717,535	\$681,485	\$671,975	\$639,900	\$593,549
	Library Expansion	\$195,028	\$188,762	\$180,420	\$171,013	\$164,589
	Freeman Centennial	\$1,507,738	\$1,483,438	\$1,456,325	\$1,429,213	\$1,246,513
	Public Safety Building - MECC	\$0	\$0	\$429,934	\$851,875	\$790,544
	Total Debt Exclusions	\$2,420,300	\$2,353,684	\$2,738,654	\$3,092,001	\$2,795,195

<u>Date of Issue</u>	<u>Purpose</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
General Fund Non-Exempt					
9/15/2017	Leachate Pond Cover	13,400.00	13,100.00	12,700.00	12,300.00
1/15/2003	Sewer	10,588.50	10,192.50	9,796.50	9,400.50
1/15/2003	Highway Building Addition	11,320.00	10,880.00	10,440.00	
11/9/2007	Sewer CW-04-12 MWPAT Refund	13,061.44	13,061.66	13,061.76	13,061.65
3/18/2009	Sewer CW-04-12-A MWPAT	1,299.29	1,299.24	1,298.73	1,298.75
1/15/2005	Underground Utilities	50,546.00	48,746.00	46,890.00	0.00
9/15/2017	Public Safety Septic Refunding	6,760.00	6,610.00	6,410.00	6,210.00
9/15/2017	Land Acquisition Refunding	14,150.00	13,820.00	12,400.00	12,000.00
4/1/2012	School Feasibility Study	13,925.00	13,625.00	13,325.00	13,025.00
9/15/2017	Land Acquisition - Police	115,900.00	113,950.00	111,350.00	108,750.00
7/31/2014	Roads/Vehicles/Sprinkler (\$750,923)	144,981.41	44,848.10	45,605.00	44,993.00
6/30/2016	Underground Tanks (\$300,000)	104,156.78	103,000.00		
2/6/2019	Ambulance (\$295,000)	66,670.00	62,742.98	65,195.00	63,425.00
Total Non-Exempt Debt		566,758.42	455,875.48	348,471.99	284,463.90
General Fund Exempt Debt					
1/15/2003	Library Plans	16,980.00	16,320.00	15,660.00	
1/15/2003	Library Construction	154,032.50	148,268.50	142,504.50	134,740.50
8/22/2019	School - Refunding	1,007,337.78	967,200.00	944,450.00	911,200.00
4/1/2012	School	285,462.50	279,312.50	273,162.50	267,012.50
9/15/2017	Building Construction - Public Safety	353,650.00	348,100.00	340,700.00	333,300.00
3/15/2019	Building Construction - Public Safety	453,193.75	442,443.75	431,693.75	420,943.75
Total Exempt Debt		2,270,656.53	2,201,644.75	2,148,170.75	2,067,196.75
Water Debt					
11/15/2002	Water Treatment Facility DW-01-05	39,395.25	38,401.18	37,625.00	35,875.00
1/15/2003	Storage Tank Construction	116,340.00	111,984.00	107,628.00	100,272.00
1/15/2003	Water Treatment Facility	1,176.50	1,132.50	1,088.50	1,044.50
1/15/2003	Town Center Water Mains	18,824.00	18,120.00	17,416.00	16,712.00
1/15/2003	Town Center Water Mains	5,882.50	5,662.50	5,442.50	5,222.50
1/15/2003	Pond Street Water Mains	16,471.00	15,855.00	15,239.00	14,623.00
1/15/2005	Water Mains	56,162.50	54,162.50	52,100.00	
9/15/2017	Gold Street Well Site Refunding	21,410.00	19,980.00	20,400.00	19,800.00
9/15/2017	Medway Branch Mains Refunding	14,750.00	15,430.00	14,990.00	14,550.00
9/15/2017	Maple St. Water Mains Refunding	12,580.00	12,310.00	11,950.00	11,590.00
9/15/2017	Water Mains Refunding	49,350.00	48,300.00	46,900.00	45,500.00
8/22/2019	Spruce Road Well - Refunding	23,721.80	21,800.00	21,050.00	20,300.00
3/15/2019	Water	180,500.00	176,250.00	172,000.00	167,750.00
Total Water Debt		556,563.55	539,387.68	523,829.00	453,239.00
Total All Debt		3,393,978.50	3,196,907.91	3,020,471.74	2,804,899.65

Town of Norfolk - Fiscal 2021 General Fund Budget

		FY 20 Budget	FY 21 Requested	Change	%
GENERAL GOVERNMENT					
Selectmen/Town Admin.	Salary	\$270,000	\$292,395		
	Expense	\$31,600	\$29,400		
	Total	\$301,600	\$321,795	\$20,195	6.7%
Advisory	Salary	\$6,000	\$6,000		
	Expense	\$7,000	\$7,000		
	Sub Total	\$13,000	\$13,000		
	Reserve Fund	\$50,000	\$50,000		
	Advisory Board Total	\$63,000	\$63,000	\$0	0.0%
Municipal Finance Board of Assessors	Salary	\$636,204	\$657,767		
	Expense	\$158,081	\$159,350		
	Audit	\$36,000	\$35,000		
Assessors	Valuation	\$6,000	\$7,000		
Assessors	Expense	\$2,000	\$2,000		
	Total	\$838,285	\$861,117	\$22,832	2.7%
Town Counsel	Expense	\$90,000	\$90,000		
	Total	\$90,000	\$90,000	\$0	0.0%
Human Resources	Salary	\$107,138	\$110,352		
	Expense	\$1,000	\$750		
	Total	\$108,138	\$111,102	\$2,964	2.7%
Information Technology	Salary	\$123,461	\$101,707		
	Expenses	\$96,862	\$99,767		
	Total	\$220,323	\$201,474	(\$18,849)	-8.6%
Tax Title/Foreclosure	Expense	\$15,000	\$15,000		
	Total	\$15,000	\$15,000	\$0	0.0%
Facilities Management	Salary	\$260,779	\$270,014		
	Expense	\$797,884	\$878,990		
	Total	\$1,058,663	\$1,149,004	\$90,341	8.5%
(INFORMATIONAL)					
	Expense	\$14,300	\$16,100	\$1,800	12.6%
	Town Hall	\$76,174	\$70,250	(\$5,924)	-7.8%
	DPW	\$37,300	\$47,900	\$10,600	28.4%
	Senior Center	\$43,400	\$44,640	\$1,240	2.9%
	Old Town Hall & Garage	\$2,000	\$1,200	(\$800)	-40.0%
	Fire Station	\$52,100	\$50,500	(\$1,600)	-3.1%
	Police Station	\$82,810	\$76,400	(\$6,410)	-7.7%
	Solar Power Generation	\$192,350	\$290,350	\$98,000	50.9%
	Elementary Maintenance	\$196,250	\$181,250	(\$15,000)	-7.6%
	Library	\$51,200	\$50,400	(\$800)	-1.6%
	Major Maintenance	\$50,000	\$50,000	\$0	0.0%
	Sub-Total	\$797,884	\$878,990	\$81,106	10.2%
Town Clerk	Salary	\$133,389	\$138,678		
Elections	Expense	\$29,340	\$29,500		
	Total	\$162,729	\$168,178	\$5,449	3.3%
Wetlands - 2074	Salary	\$17,581	\$0		
	Total	\$17,581	\$0	(\$17,581)	-100.0%
Land Use Department	Salary	\$270,584	\$287,926		

Planning Board	Expense	\$17,850	\$29,850		
	Expense	\$20,000	\$0		
	Total	\$308,434	\$317,776	\$9,342	3.0%
Town Reports	Expense	\$2,000	\$1,500		
	Total	\$2,000	\$1,500	(\$500)	-25.0%
GENERAL GOVERNMENT		\$3,168,172	\$3,299,946	\$131,774	4.2%
PUBLIC SAFETY					
Police	Salary	\$2,686,821	\$2,751,528		
	Expense	\$173,350	\$174,450		
	Total	\$2,860,171	\$2,925,978	\$65,807	2.3%
Fire & Ambulance	Salary	\$1,715,590	\$1,912,158		
	Expense	\$131,200	\$105,700		
	Total	\$1,846,790	\$2,017,858	\$171,068	9.3%
Ambulance Billing	Expense	\$25,000	\$20,000		
	Total	\$25,000	\$20,000	(\$5,000)	-20.0%
Building Dept	Salary	\$356,141	\$353,122		
	Expense	\$13,200	\$13,200		
	Total	\$369,341	\$366,322	(\$3,019)	-0.8%
Weights & Measures	Salary				
	Expense	\$1,000	\$1,000		
	Total	\$1,000	\$1,000	\$0	0.0%
Emergency Management	Salary	\$700	\$700		
	Expense	\$900	\$900		
	Total	\$1,600	\$1,600	\$0	0.0%
Animal Inspector	Salary	\$2,593	\$2,671		
	Expense	\$2,505	\$200		
	Total	\$5,098	\$2,871	(\$2,227)	-43.7%
Animal Control	Salary	\$70,720	\$68,549		
	Expense	\$8,000	\$7,533		
	Total	\$78,720	\$76,082	(\$2,638)	-3.4%
Fire/Police Comm	Salary	\$0	\$0		
	Regional	\$389,134	\$380,804		
	Expense	\$0	\$0		
	Total	\$389,134	\$380,804	(\$8,330)	-2.1%
Total Public Safety		\$5,576,854	\$5,792,515	\$215,661	3.9%
EDUCATION					
Norfolk Elementary		\$12,753,837	\$13,315,384	\$561,547	4.4%
King Philip Regional (Operating)		\$8,852,281	\$8,981,874	\$129,593	1.5%
King Philip Regional (Stabilization Transfer)					
Norfolk Agricultural School		\$21,500	\$14,000	(\$7,500)	-34.9%
Tri-County		\$360,053	\$362,201	\$2,148	0.6%
Total Education		\$21,987,671	\$22,673,459	\$685,788	3.1%
PUBLIC WORKS					
DPW Administration	Salary	\$206,609	\$187,593		
	Expense	\$72,072	\$63,480		
	Total	\$278,681	\$251,073	(\$27,608)	-9.9%
Highway	Salary	\$287,205	\$245,561		

	Expense	\$149,500	\$179,300		
	Total	\$436,705	\$424,861	(\$11,844)	-2.7%
Vehicle Maintenance	Salary	\$156,861	\$132,320		
	Expense	\$162,711	\$157,000		
	Total	\$319,572	\$289,320	(\$30,252)	-9.5%
Grounds Municipal	Salary	\$270,067	\$294,622		
	Expense	\$52,150	\$59,650		
	Total	\$322,217	\$354,272	\$32,055	9.9%
Grounds - Cemetery	Salary	\$24,073	\$16,182		
	Expense	\$10,000	\$10,100		
	Total	\$34,073	\$26,282	(\$7,791)	-22.9%
Custodian of Veteran Graves	Salary				
	Expense	\$4,018	\$2,500		
	Total	\$4,018	\$2,500	(\$1,518)	-37.8%
Sub-Total Public Works		\$1,395,266	\$1,348,308	(\$46,958)	-3.4%
SHARED/FIXED COSTS (Administered by DPW)					
Road Program	Total	\$1	\$1	\$0	0.0%
Non - Appropriated Funds					
Road Program (Chapter 90)		\$389,773			
Landfill	Expense	\$98,210	\$97,900		
	Total	\$98,210	\$97,900	(\$310)	-0.3%
Snow & Ice	Expense	\$250,000	\$250,000		
	Total	\$250,000	\$250,000	\$0	0.0%
Street Lighting	Expense	\$5,700	\$5,700		
	Total	\$5,700	\$5,700	\$0	0.0%
Town Vehicle Fuel	Expense	\$87,046	\$96,823		
	Total	\$87,046	\$96,823	\$9,777	11.2%
Total Shared / Fixed Costs		\$440,957	\$450,424	\$9,467	2.1%
Transfer Station					
Transfer Station	Salary	\$252,216	\$246,249		
	Expense	\$167,402	\$188,710		
	Total	\$419,618	\$434,959	\$15,341	3.7%
Total Transfer Station		\$419,618	\$434,959	\$15,341	3.7%
Total Public Works		\$2,255,841	\$2,233,691	(\$22,150)	-1.0%
HUMAN SERVICES					
Board of Health	Salary				
	Expense	\$18,875	\$18,875		
	Total	\$18,875	\$18,875	\$0	0.0%
Special Programs	SNCARC	\$4,025	\$4,025		
	Total	\$4,025	\$4,025	\$0	0.0%
Council on Aging	Salary	\$167,799	\$174,651		
	Expense	\$10,000	\$8,482		
	Total	\$177,799	\$183,133	\$5,334	3.0%
Veteran's Services	Salary	\$7,200	\$7,200		
	Expense	\$27,000	\$27,000		

	Total	\$34,200	\$34,200	\$0	0.0%
Total Human Services		\$234,899	\$240,233	\$5,334	2.3%
CULTURE AND RECREATION					
Library	Salary	\$463,101	\$478,195		
	Expense	\$174,467	\$178,500		
	Total	\$637,568	\$656,695	\$19,127	3.0%
Recreation	Salary	\$127,826	\$131,732		
	Expense	\$2,375	\$2,375		
	Total	\$130,201	\$134,107	\$3,906	3.0%
Historical Commission	Expense	\$2,500	\$500		
	Total	\$2,500	\$500	(\$2,000)	-80.0%
Memorial Day	Expense	\$500	\$650		
	Total	\$500	\$650	\$150	30.0%
Total Culture & Rec.		\$770,769	\$791,952	\$21,183	2.7%
FIXED COSTS					
	Employee Benefits	\$4,953,035	\$5,101,197	\$148,162	3.0%
	Building/Liability Insurance	\$375,000	\$386,250	\$11,250	3.0%
Total Fixed Costs		\$5,328,035	\$5,487,447	\$159,412	3.0%
DEBT SERVICE					
	Non - Exempt Debt Service	\$512,935	\$630,000	\$117,065	22.8%
Total Local Debt Service		\$512,935	\$630,000	\$117,065	22.8%
TOTAL OPERATING BUDGET WITHOUT EXEMPT DE		\$39,835,176	\$41,149,243	\$1,314,067	
EXEMPT DEBT					
	Local	\$2,452,101	\$2,201,646		
	King Philip	\$639,900	\$593,549		
	Total - Exempt Debt	\$3,092,001	\$2,795,195		
Grand Total		\$42,943,757	\$43,944,439	\$1,000,682	2.33%
REVENUES					
	Municipal Tax Revenue		\$32,641,006		
	Local Receipts		\$4,135,000		
	State Aid		\$4,275,679		
	Debt Exclusion		\$2,795,195		
	Other Sources		\$97,559		
Total Operating Budget Sources			\$43,944,439		
Surplus / (Deficit)				\$0	

TOWN OF NORFOLK - WATER DEPARTMENT BUDGET			
	FY2020	FY2021	
		Requested	
Salaries	310,119	312,086	1,967
Expenses	165,506	196,550	31,044
Engineering & Contract Services	316,500	370,420	53,920
Water Purchase	33,662	30,000	(3,662)
Fuel & Utilities	96,035	92,650	(3,385)
Indirect Costs	184,330	190,134	5,804
Indirect Costs - Technology	7,500	7,500	0
Unforeseen Expenses	50,000	50,000	0
Sub Total (Salaries & Expenses)	1,163,652	1,249,340	85,688
Debt Service	580,367	539,390	(40,977)
Total (including Debt)	1,744,019	1,788,730	44,711

TOWN OF NORFOLK				
Waste Water Treatment Facility - Town Cent				
	FY2020	FY2021	INCREASE	
		Requested (DECREASE)		COMMENTS
SALARIES	10,000	10,922	922	
EXPENSES				
Waste Water Treatment (Whitewater)	66,500	69,995	3,495	
Utilities	14,000	14,000	0	
Equipment & System Maintenance	5,000	5,000	0	
Permits	2,000	2,000	0	
Building Maintenance	2,500	2,500	0	
Indirect Costs	5,000	5,000	0	
Major Repairs Equipment	25,000	25,000	0	
Budget Unforeseen Expenses	20,000	20,000	0	
TOTAL SALARIES & EXPENSES	150,000	154,417	4,417	

Budget Changes from Select Board March 5th Meeting

Revenues

1. Increased Penalties and Interest on taxes \$10,000.
2. Lowered Transfer Station Revenues \$25,000.
3. Increased Other Departmental Revenue \$25,000.
4. Increase License and Permits Revenues \$25,000.
5. Increase Ambulance Receipts \$55,000.
6. Reduced Free Cash utilization \$2,441.00.

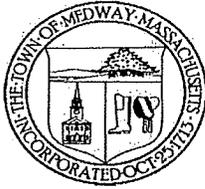
Revenues Adjust up in total \$87,559.

Expenses

1. Reduced Human Resources expense \$250.00.
2. Reduced Information Technologies salaries \$25,458.
3. Solar Power generation reinstated \$30,000.
4. Reallocated \$15,237 from the Town Clerks Office to Town Administrators Office. (\$0 impact)
5. Reduced Police Salaries expenses \$20,000.
6. Reduced Building Department Salaries by \$13,700.
7. Reduced Animal Control budget by \$5,000.
8. Increased Regional Dispatch assessment \$4,493.
9. DPW Administration and Highway Department reductions \$80,000 (\$100,000 in salaries, and a \$20,000 increase in engineering for roadway inspections and acceptances)
10. Reduced the DPW Fuel line \$10,000.
11. Reducing the percentage from 65% to 50% contributed towards retired employee health care coverage can impact the budget by approximately \$120,000 (\$2,444,400 to \$2,324,000) and will also have an impact on our OPEB liability currently and on a going forward basis.
12. Increase non-exempt debt service \$30,000.

Expenses Adjusted in total (\$209,915)

2021	43,944,439	2.33%	
2020	42,943,757	4.61%	
2019	41,051,234	4.90%	
2018	39,132,159	5.01%	
2017	37,265,024	2.16%	
2016	36,475,707	5.29%	
2015	34,641,462	3.84%	
2014	33,360,004	3.18%	
2013	32,331,316	5.85%	
2012	30,543,283	3.24%	
2011	29,585,354	2.22%	Prop 2- \$1,067,157
2010	28,942,522	-0.49%	
2009	29,086,326	5.66%	Prop 2 - \$414,910
2008	27,529,062		
Average All Years		3.68%	
Average Prior 2021		3.79%	



REMOTE PARTICIPATION POLICY Town of Medway, MA

1. PURPOSE STATEMENT

The Office of the Attorney General amended the *Open Meeting Law* regulations at 940 CMR 29.00 effective November 11, 2011 to allow members of public bodies, in limited circumstances, to participate remotely in meetings. While all members of Town Boards are strongly encouraged to attend meetings in person whenever possible, the new regulations seek to promote greater participation in government meetings by allowing members to participate remotely when certain specific circumstances prevent them from being present.

The intent of this policy is to establish clear guidelines on the practice of remote participation by public bodies under the *Open Meeting Law, M.G.L. c.30A, Sections 18-25*.

2. ENABLING AUTHORITY – 940 CMR 29.10(8)

A municipality may adopt a policy that prohibits or further restricts the use of remote participation by public bodies within its jurisdiction.

3. ADOPTION OF REMOTE PARTICIPATION

In accordance with 940 CMR 29.10(2)(a), the Board of Selectmen, on *MONTH DAY, YEAR*, voted to authorize the adoption of 940 CMR 29.10 so that remote participation is permitted in the Town and applicable to all subsequent meetings of all local public bodies in the Town. In accordance with 940 CMR 29.10(3), the Board of Selectmen may add additional restrictions it wishes to impose or revoke its adoption of 940 CMR 29.10 by simple majority vote at any time.

This policy and 940 CMR 29.10 shall apply to all Town boards, commissions, committees, sub-committees and working groups regardless of whether such public bodies are appointed or elected. Where the Remote Participation Policy is more stringent than 940 CMR 29.10, the Policy shall control.

4. MINIMUM REQUIREMENTS FOR REMOTE PARTICIPATION

No member of a public body shall participate in a meeting remotely unless the following requirements are met:

- (a) Members of the public body who participate remotely and all persons present at the meeting locations shall be clearly audible to each other;

- (b) A quorum of the body, including the chair or the person authorized to chair the meeting, shall be physically present at the meeting location in accordance with *M.G.L. c.30A, section 20(d)*;
- (c) Members of the body who participate remotely must have access to the same materials being used at the meeting location.
- (d) Members of public bodies who participate remotely may vote and shall not be deemed absent for the purposes of *M.G.L. c.30A, section 23(D)*.

Section 23D (a): Notwithstanding any general or special law to the contrary, upon municipal acceptance of this section for one or more types of adjudicatory hearing, a member of any municipal board, committee, or commission when holding an adjudicatory hearing shall not be disqualified from voting in the matter solely due to that member's absence from no more than a single session of the hearing at which testimony or other evidence is received. Before any such vote, the member shall certify in writing that he has examined all evidence received at the missed session, which evidence shall include an audio or video recording of the missed session or a transcript thereof. The written certification shall be part of the record of the hearing. Nothing in this section shall change, replace, negate or otherwise supersede applicable quorum requirements.

5. PERMISSIBLE REASONS FOR REMOTE PARTICIPATION

It is the express desire of the Board of Selectmen that remote participation in meetings be an infrequent event, for both individual board members and public bodies as a whole. Chairs of public bodies are encouraged to interpret these rules in a strict fashion and to continue to encourage all members to attend meetings in person as a general rule, due to the inherent benefits of physical presence in a meeting.

A public body member may attend a meeting through electronic conferencing if his or her physical presence at the meeting would be unreasonably difficult.*

Any determination by the person chairing the meeting to allow or not to allow remote participation shall be final and shall not be appealable.

6. ACCEPTABLE METHODS OF REMOTE PARTICIPATION

Accommodations shall be made for any public body member who requires TTY service, video relay service, or other form of adaptive communication, if said technology is already available.

- (i) Telephone, internet, or satellite-enabled audio or video conferencing
- (ii) Any other technology that enables the remote participant and all persons present at the meeting location to be clearly audible to one another
- (iii) When video technology is in use, the remote participant shall be clearly visible to all persons present in the meeting location.

The public body shall determine which of the acceptable methods may be used by its members taking a one-time vote authorizing remote participation by one or various methods for all future meetings.

[*Per 10/6/17 update to Open Meeting Law regulations]

If technical difficulties arise as a result of utilizing remote participation, the chair should suspend discussion while reasonable efforts are made to correct any problem which interferes with the remote participant's ability to hear or be heard clearly by all persons at the meeting location. If technical difficulties result in a remote participant being disconnected from the meeting, that fact and the time at which the disconnection (and subsequent reconnection, if achieved) occurred shall be noted in the meeting minutes. If a public hearing or meeting continues after disconnection, the member shall be noted as absent.

The focus of the chair should always be on maintaining the flow of the meeting. If the chair determines that technical difficulties are inhibiting the progress of the meeting, the chair may elect to terminate the participation of the remote member.

7. PROCEDURES FOR REMOTE PARTICIPATION

Any member of a public body who wishes to participate remotely shall, as soon as reasonably possible prior to the meeting, notify the chair or person serving as chair of the meeting of his or her desire to do so and the reason for and facts supporting his or her request.

- (i) Prior to the meeting, the chair shall make every effort to ensure the equipment is available and functioning properly. If the required equipment is not available, the chair shall deny the request for remote participation.
- (ii) At the start of the meeting, the chair shall announce the name of any member who will be participating remotely and the reason under 940 CMR 29.10(5) for his or her remote participation. This information shall also be recorded in the meeting minutes.
- (iii) All votes taken during any meeting in which a member participates remotely shall be by roll call vote. Members may participate remotely even if they are not qualified to vote.
- (iv) Remote participants shall preserve the confidentiality of the Executive Session. The remote participant shall state at the start of any such session that no other person is present and/or able to hear the discussion at the remote location, unless presence of that person is approved by simple majority vote of the public body, and that the session is not being remotely recorded by any device.
- (v) The Town shall not be responsible for the reimbursement of any out-of-pocket expenses associated with the remote participation of public body members. The expense associated with use of any teleconference service must be authorized by the Town Administrator and funds must be available within the public body's budget authorization prior to procuring the service.
- (vi) Public bodies which review plans that include exceptional detail, are sized in such a manner to preclude easy electronic transmission at an appropriate scale, or have been modified since distribution are cautioned that remote participation may trigger appeal or unwanted litigation over approvals or denials of land use applications. The nuances of discussion on such details may be lost even via teleconferencing technology rendering remote participation impractical.

Both the municipality as a whole and individual public bodies are authorized to adopt procedures that prohibit or further restrict the use of remote participation.

Note: Consideration should be given to the proposed language in the Charter regarding associate members on public bodies. Associate members should be utilized in the absence of members of public bodies when deemed appropriate by the chair.

Date adopted by Board of Selectmen: June 4, 2012



TOWN OF MEDWAY
COMMONWEALTH OF MASSACHUSETTS

REMOTE PARTICIPATION FORM

I, _____ (print name), hereby request to participate remotely at the meeting of the _____ (Board/Committee/Commission) to be held on _____ (date). I certify to the Chair that my absence is the result of the fact it would be unreasonably difficult for me to physically attend the meeting.

Explanation:

During the meeting, I will be at the following location:

Address _____

Phone Number _____

Signature of Member _____

Date _____

Please sign and return to Chair

Request received by _____
Chair (please print) _____ Date _____

Method of Participation _____ (e.g. speakerphone)

Request Approved _____ Request Denied* _____

Signature of Chair _____

Date _____

Signed form to be appended to the meeting minutes.

***All Denied Requests are Final and Not Appealable.**

Town of Norfolk, Massachusetts
Contract for Services Related to Landfill
Environmental Consulting Engineering Services

This Contract is made this _____ day of March, 2020, by and between the Town of Norfolk, Massachusetts, Norfolk Town Hall, One Liberty Lane, Norfolk, MA 02056, acting by the Norfolk Select Board (hereinafter the "Town of Norfolk," the "Town," or the "Owner"), and Stantec Consulting Services, organized under the laws of Massachusetts, with a principal office located at 400 Crown Colony Drive, Suite 200, Quincy, MA 02169 (hereinafter the "Engineer").

The words "he," "him" and "his" in this Contract, as far as they refer to the Engineer, shall so refer whether the Engineer is an individual, partnership or corporation. All prior contracts, if any exist between the Town and the Engineer, are hereby terminated and shall be of no force and effect.

1. Scope of Services

The Scope of Services shall consist of services described in the attached pages of the Contract.

2. Standard of Care

The Engineer shall exercise due care and diligence in the rendition of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Engineer's services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

The term of this Contract shall be for one (1) year, commencing as the execution date above and ending one (1) year later. At the sole discretion of the Town of Norfolk, the term of this Contract may be extended for one (1) or two (2) additional years.

4. Incorporation of the Invitation for Bids/Order of Priority of Contract Documents

DELETED – NOT APPLICABLE.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Engineer the prices set forth in the Engineer's Scope of Services, a copy of which is attached hereto and incorporated by reference.

This Contract is a fixed price contract and therefore miscellaneous expenditures associated with the Engineer's work on this project shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Engineer shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Town of Norfolk, Massachusetts
Contract for Services Related to Landfill
Environmental Consulting Engineering Services

Payment shall be made to the Engineer for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

The Engineer shall submit a monthly invoice, in duplicate, to the Owner for work completed in accordance with this Contract during the month in question.

Payment will be due thirty (30) days after receipt of the Engineer's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Engineer in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Engineer to engage the services of a specialized Engineer or companies other than those originally proposed in the Engineer's response to the Town's IFB, the Engineer shall take such measures only with the Town's prior written approval. Charges for such services shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town of Norfolk, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

6. Warranty

DELETED – NOT APPLICABLE.

7. Compliance with Laws

The Engineer shall comply with all provisions of Federal, Massachusetts and Town of Norfolk law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Engineer shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth

Town of Norfolk, Massachusetts
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Environmental Consulting Engineering Services

in their entirety herein.

8. Insurance

The Engineer shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$2,000,000 each occurrence and \$4,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance – Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$3,000,000 each occurrence and \$5,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The Town of Norfolk shall be named as an additional insured on each such policy of Commercial General Liability Insurance.
- f. All certificates and policies shall contain the following provision:
- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Engineer shall make no claims against the Town of Norfolk or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
- h. The Engineer shall also be required to provide to the Town of Norfolk the Engineer's proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, which indicate that the Town of Norfolk is named as an additional insured on such policy.
- i. No insurance shall be obtained from an insurer which:

Town of Norfolk, Massachusetts
Contract for Services Related to Landfill
Environmental Consulting Engineering Services

- (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
- (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.

j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

9. Indemnification

The Engineer shall compensate the Town of Norfolk for all damage to Town property to the extent caused by the Engineer's negligence. To the fullest extent permitted by law, the Engineer shall indemnify, defend, and hold harmless the Town of Norfolk and all of its officers, employees, boards, commissions, committees, and representatives from and against all claims, causes of action, suits, costs, damages, and liability to the extent caused by the breach by the Engineer of its obligations under this Contract, or the willful or negligent acts, errors or omissions of the Engineer, its sub Engineers, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose willful or negligent acts, errors or omissions they may be liable, regarding the work to be negligently performed by the Engineer under the Contract, or which are caused by the violation of any applicable federal, Massachusetts or Town of Norfolk statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Engineer or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town, and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town of Norfolk , nor any of its officers, employees, boards, committees, commissions, agents and representatives, shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Norfolk statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Engineer or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Engineer acknowledges that it has examined the subject matter of this Contract, and that it is familiar with all sites which are the subject of this contract in the Town of Norfolk and with all conditions of this Contract. The Engineer has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof.

**Town of Norfolk, Massachusetts
Contract for Services Related to Landfill
Environmental Consulting Engineering Services**

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Engineer Status

The Engineer shall provide services under this Contract as an independent Engineer with the Town of Norfolk and not as an employee of the Town of Norfolk. No employee, agent or representative of the Engineer shall be entitled to receive any benefits of employment with the Town of Norfolk, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

15. Use of Alcohol and Controlled Substances Prohibited

The Engineer hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except under current valid, legal prescriptions, by any officer, employee, agent, or representative of the Engineer is prohibited on Town of Norfolk property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Engineer violates the foregoing provision, the Town of Norfolk shall have the right to order that such officer, employee, agent, or representative of the Engineer shall not be permitted to return to work on this Contract. Under such circumstances, the Engineer shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smoke free Workplace Law, the Engineer, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town of Norfolk.

17. Criminal Background Screening

For each employee of the Engineer who is performing services under this Contract, the Engineer shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Engineer's pre-employment criminal background screen. In the event that any

Town of Norfolk, Massachusetts
Contract for Services Related to Landfill
Environmental Consulting Engineering Services

employee refuses to permit the Engineer to provide such information to the Town, the Engineer shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. Delays/Force Majeure

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. Termination

- a. If the Engineer shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Engineer, the Town shall have the right to terminate this Contract upon written notice to the Engineer.
- b. If any assignment shall be made by the Engineer or by any guarantor of the Engineer for the benefit of creditors, or if a petition is filed by the Engineer or by any guarantor of the Engineer for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Engineer and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Engineer.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Norfolk Town Meeting of sufficient money to fund the Contract. Should Norfolk Town Meeting fail to appropriate necessary funds therefor, the Town of Norfolk shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the Town may terminate this Contract upon written notice to the Engineer.
- d. The Town may terminate this Contract upon written notice to the Engineer if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.

Town of Norfolk, Massachusetts
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to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Engineer shall constitute a waiver of any subsequent default or breach.

c. If the Engineer discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Engineer shall promptly, before commencing services under this Contract, report the same to the Town in writing.

d. The Engineer acknowledges that it has not been influenced to enter into this Contract, nor has the Engineer relied upon any warranties or representations not set forth in this instrument.

e. The Engineer shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Engineer has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing. The use and disclosure of the confidential information shall not apply to information which (a) was known to the Engineer before receipt of same from the Town; or (b) becomes publicly known other than through the Engineer.

f. The Engineer shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.

g. Prior to commencing services under this Contract, the Engineer shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.

h. By entering into this Contract, the Engineer certifies under penalties of perjury that its entry was made and submitted 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.

i. By entering into this Contract, the Engineer certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and Engineers, and to withholding and remitting child support.

j. The Engineer understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Engineer with respect to the services required to be provided under this Contract. The Engineer and its officers, employees, agents, sub-Engineers and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Town of Norfolk, Massachusetts
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k. Prevailing wage rates shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.

l. The Engineer shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Engineer shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

m. To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.

n. The Engineer shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.

o. The Engineer shall not assign any money due or to become due to the Engineer unless the Town of Norfolk shall have received prior written notice of such assignment. No such assignment shall relieve the Engineer of its obligations under this Contract.

p. This Contract may be amended only by written consent of the parties.

q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.

r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.

s. The provisions of this Contract shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.

t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.

u. This Contract is executed in triplicate as a sealed instrument.

**Town of Norfolk, Massachusetts
Contract for Services Related to Landfill
Environmental Consulting Engineering Services**

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**Town of Norfolk, Massachusetts
Contract for Services Related to Landfill
Environmental Consulting Engineering Services**

The Town of Norfolk, Massachusetts

Stantec Consulting Services, Inc.

(Printed Name of Engineer)

by: the Norfolk Select Board

by:

Kevin Kalkut, Chairman

Signature

Christopher Wider, Vice Chairman

Printed Name

Caroline Van Tine, Clerk

Printed Title

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

This is to certify that an appropriation in the amount of this Contract is available therefor, and that the Norfolk Board of Selectmen is authorized to execute this Contract and to approve all requisitions and execute change orders.

Town Accountant, Town of Norfolk

Dated: _____

APPROVED AS TO FORM:

Peter Mello, Esq.

Dated: _____

Town of Norfolk, Massachusetts
Contract for Services Related to Landfill
Environmental Consulting Engineering Services

CERTIFICATE OF VOTE

I _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting
_____ of _____
(Title) (Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on _____ 2019, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either
_____, _____;
(Name) (Title)

_____, _____; or
(Name) (Title)

_____, _____;
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this, the _____ day of _____, 2019, and has not been changed or modified in any respect.

Signature

Printed Name

Printed Title

The certification contained above shall be executed by ENGINEER or copy of current "certification of authority to sign for the Corporation" shall be attached.

Town of Norfolk, Massachusetts
Contract for Services Related to Landfill
Environmental Consulting Engineering Services

SCOPE OF SERVICES

TASK 1

On an as-needed basis, we will provide environmental consulting engineering services for the Town of Norfolk as authorized by the Director of Public Works, that include, but are not limited to, engineering advice and assistance, plan interpretation, testing and design work. A Scope of Services and fee budget will be developed for each task as requested. Please refer to included Schedule of Fees.

TASK 2

Sample on a semi-annual basis, Groundwater Monitoring wells: MW-101Sr, G-1 Dr, G-2D, MW-2, G-3S, G-3D, MW-3, MW-5, and G-4Deep. A duplicate sample will be obtained from MW-3 for quality assurance purposes. In addition, one sample shall be taken from each of the two streams north of the Landfill and two samples taken downstream of their confluence. Once per year samples will be taken from the leachate holding structure. Except as noted all samples (groundwater, leachate and surface water) shall be analyzed by a MADEP certified laboratory for: chloride, cyanide, arsenic, Iron, lead, manganese, sodium mercury, selenium, silver, zinc, barium, cadmium, copper, nickel, chromium, chemical oxygen demand (COD), nitrate, sulfate, alkalinity and volatile organic compounds (VOCs) by EPA Method 8260, including 1,4 dioxane. In addition, these samples will be field analyzed for pH, temperature specific conductivity, and dissolved oxygen. The downstream surface water samples will be analyzed for VOCs only. Also, on an annual basis a sediment sample will be taken from the north stream branch and it will be analyzed for arsenic. In addition to groundwater monitoring, soil gases will be monitored, on a semi-annual basis, at the existing 19 monitoring wells and probes. These soil gas samples will be field screened for VOC's, lower explosive limit (LEL), percent methane (CH₄), carbon dioxide (CO₂), and percent oxygen.

This Task will be completed for a fee not to exceed \$18,800, per year.

TASK 3

Perform annual inspection of the Town's SWTS and develop and file a written inspection report with the MADEP and the Town of Norfolk.

This Task will be completed for a fee not to exceed \$1,460, per year.

TASK 4

Perform annual monitoring of the Town's catch basin cleanings, develop and file a summary report with the MADEP.

This Task will be completed for a fee not to exceed \$4,240, per year.

**Town of Norfolk, Massachusetts
Contract for Services Related to Landfill
Environmental Consulting Engineering Services**

TASK 5

On an as-needed basis, we will provide consulting engineering services for the Town of Norfolk as it relates to UST and AST inspections and reporting, as authorized by the Director of Public Works. A Scope of Services and fee budget will be developed for each task as requested. Please refer to included Schedule of Fees.

SCHEDULE OF FEES

Fees for services in this contract dated February 1, 2020, are based on the time worked on the project by staff personnel in accordance with the following schedule:

Principal	\$ 230/hr
Associate	\$ 195/hr
Senior Project Manager	\$ 185/hr
Project Manager	\$ 160/hr
Project Representative	\$ 130/hr
Project Hydrogeologist	\$ 120/hr
Project Engineer	\$ 105/hr
CADD Designer	\$ 115/hr
Engineer	\$ 90/hr
Typist/Word Processor/Clerical	\$ 85/hr

Overtime will be charged for our office services provided by staff member employees when these services require more than 8 hours per day, including travel when authorized by the Client in writing. Overtime is charged at a rate of 1.3 times the regular hourly rate.

CADD hourly rates include an equipment usage charge.

This Schedule of Fees will be utilized for the Agreement dated February 1, 2020.

Reimbursable Expenses

The following items of direct non-salary expenses shall be billed at STANTEC'S cost.

1. Long distance telephone calls, facsimiles, telegrams and cables.
2. Delivery charges for samples, field testing equipment, etc.
3. Laboratory equipment and instrumentation directly identifiable to the project and specifically noted in STANTEC'S proposal.
4. Purchase of specialized equipment and rental of equipment from outside vendors.

Town of Norfolk, Massachusetts
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5. Photographs for project records and reproduction of drawings and reports.
6. Computer services provided by outside vendors.
7. Drafting and typing services and other labor provided by outside contract personnel.
8. Automobile expenses for personal or company vehicles will be charged at \$0.575 per mile plus toll charges for travel from STANTEC'S office to the project and return and for travel at the job in conduct of work.



TOWN OF NORFOLK
DEPARTMENT OF PUBLIC WORKS
33 Medway Branch Road
Norfolk, Massachusetts 02056

Barry A. Lariviere
Interim Director of Public Works
(508) 528-4990
blariviere@norfolk.ma.us

MEMORANDUM

To: Board of Selectmen
Town Administrator

From: Barry A. Lariviere, Interim Director of Public Works

Date: March 2, 2020

Subject: Contract Extension for:

- A. Drainage, Pavement Preparation, Grading and general Site work
- B. Water Services to Include On-Call Emergency Work

=====

Recommendation:

The Board Vote to approve to extend the Contract for A. & B. (above) to:
R. Kadesh Excavation LLC for one (1) year from January 1, 2020 to December 31, 2020.

Background:

Specifications were designed for this contract as follows:

Details:

- A. Drainage, Pavement Preparation, Grading and General Site Work will require a rubber tire excavator for working on paved surfaces. The rubber tire excavator must be equivalent in size to a John Deere 190 - Caterpillar M318 – Hyundai 180 or any other model equal in size (track machines will not be considered) and equipped with mechanical accessories such as a wrist coupler, grapple (thumb), 5' grading bucket, 4' slab bucket (scarifer), 3' excavation bucket and a 2' utility bucket. Other pieces of

equipment, needed for completing the following work (at minimum) shall include a "Cat" 430 backhoe or any other model equal in size, Tri axle Dump Truck and Tool Truck.

- B. Water Services to include On Call Emergency Work, the Successful Bidder shall have the proper tools equipment and can respond to the emergency/site within one (1) hour of being called. Such work is usually cause by a water main line break. Along with the proper equipment (see bid form), the Successful Bidder must have access to materials and parts for water system repairs as specified by the Town of Norfolk Water Division. The successful Bidder shall leave a telephone number with the Town and shall be responsible for answering any call from the Town at any time during the contract period.

This is the last year for the extension of the original Contract awarded in the Calendar year 2018.

Town of Norfolk, Massachusetts
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This Contract is made this Twenty First day of May 2018, by and between the Town of Norfolk, Massachusetts, with an address of Norfolk Town Hall, One Liberty Lane, Norfolk MA 02056, acting by the Norfolk Board of Selectmen (hereinafter the "Town of Norfolk," the "Town," or the "Owner"), and Richard Kadesh. R. Kadesh Excavation LLC, a business organized under the laws of Commonwealth of Massachusetts, with a principal office located at 200 Norfolk Street, Walpole, MA 02081 (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide services related to equipment rental, as set forth in Section A/Drainage, Pavement Preparation, Grading and General Site Work and B/Water Services to include On-Call Emergency Work of the Invitation for Bids for Services Related to Equipment Rental 2018 ("IFB"), issued by the Board of Selectmen of the Town of Norfolk, Massachusetts, which is incorporated herein by reference. The specific services are as follows:

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendition of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

The term of this Contract shall commence as of the execution date of this Contract and shall end in December 2018. At the sole discretion of the Town of Norfolk, the term of this Contract may be extended for two (2) additional one (1)-year terms.

4. Incorporation of the Invitation for Bids ("IFB")/Order of Priority of Contract Documents

The provisions of the IFB and the Contractor's Bid are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Town of Norfolk, Massachusetts
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Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the IFB (if any)
Fourth Priority:	IFB
Fifth Priority:	Contractor's Bid.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, and in accordance with M.G.L. c.30, §39G, the Town shall pay the Contractor the prices set forth in the Contractor's Bid, a copy of which is attached hereto and incorporated by reference.

This Contract is a fixed price contract and therefore miscellaneous expenditures associated with the Contractor's work on this project shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's IFB, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services, with no mark-up, shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town of Norfolk, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in

Town of Norfolk, Massachusetts
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any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town under this Contract or a ratification by the Town of any breach hereof by the Contractor.

6. Warranty

DELETED – NOT APPLICABLE.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Norfolk law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and applicable provisions of any other laws, including, without limitation, Chapter 30, Sections 39F, 39G, 39K, 39L, 39M, 39N, 39O, 39P, and 39R of the Massachusetts General Laws, as amended, and Chapter 149, Sections 34, 34A, and 34B of the Massachusetts General Laws, as amended, and Chapter 82, Section 40 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall

Town of Norfolk, Massachusetts
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include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.

- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Town before such cancellation or amendment shall take place.”
- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the Town or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.
- h. The Contractor shall also be required to provide to the Town with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town is named as an additional insured on each such policy.
- i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines

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insurer, and does not have a current Best's rating of A or better.

- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
- k. The Contractor shall provide to the Town a copy of a certificate of insurance that provides evidence of all environmental liability insurance maintained by the Contractor.

9. Indemnification

The Contractor shall compensate the Town for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Norfolk statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Norfolk statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the

Town of Norfolk, Massachusetts
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area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the IFB and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

Within ten (10) calendar days after notification of award of this Contract by the Town, the Contractor shall deliver to the Town a Performance Bond, in the amount of one hundred (100%) percent of the Contract price, with a surety company that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

13. Labor and Materials Payment Bond

Within ten (10) calendar days after notification of award of this Contract by the Town, the Contractor shall deliver to the Town a Labor and Materials Payment Bond, in the amount of one hundred (100%) percent of the Contract price, with a surety company that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the Town and not as an employee of the Town. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town property which is the subject matter of this Agreement and during all hours of work under this Agreement. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Agreement. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit

Town of Norfolk, Massachusetts
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the subject officer, employee, agent, or representative to perform further work in conjunction with this Agreement.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town.

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. Delays/*Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. Termination

a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.

b. If any assignment shall be made by the Contractor or by any guarantor of

Town of Norfolk, Massachusetts
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the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.

- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Norfolk Town Meeting of sufficient money to fund the Contract. Should Norfolk Town Meeting fail to appropriate necessary funds therefor, the Town shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non performance or non conformance of services together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

Town of Norfolk, Massachusetts
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If to the Town: Norfolk Town Administrator
Norfolk Town Hall
One Liberty Lane
Norfolk MA 02056

With copies to: David A. DeLuca, Esq.
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

If to the Contractor:

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Norfolk County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or

Town of Norfolk, Massachusetts
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representations not set forth in this instrument.

- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Bid was made and submitted 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.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies 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 the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Bid documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.

Town of Norfolk, Massachusetts
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- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any prior agreement between the parties in connection with the transaction contemplated.
- r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.

Town of Norfolk, Massachusetts
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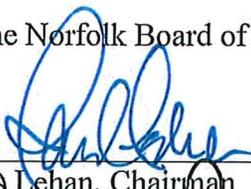
- s. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- u. This Contract is executed in triplicate as a sealed instrument.

[The remainder of this page is left blank.]

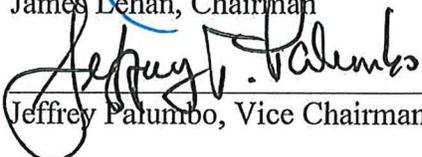
**Town of Norfolk, Massachusetts
CONTRACT FOR SERVICES RELATED TO
EQUIPMENT RENTAL
2018**

The Town of Norfolk, Massachusetts

by: the Norfolk Board of Selectmen



James Lehan, Chairman



Jeffrey Palumbo, Vice Chairman

Kevin Kalkut, Clerk

Richard Kadesh, R. Kadesh
Excavation LLC (Contractor)

by:



Signature

Richard Kadesh

Printed Name

Pres

Printed Title

Dated: 5/24/18

Dated: 5/24/18

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

In accordance with the requirements of M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefor, and that the Norfolk Board of Selectmen is authorized to execute this Contract and to approve all requisitions and execute change orders.



Accounting Official

Dated: 5-30-18

APPROVED AS TO FORM ONLY (AND NOT AS TO SUBSTANCE):



Town Counsel

Dated: 5/31/18

**Town of Norfolk, Massachusetts
CONTRACT FOR SERVICES RELATED TO
EQUIPMENT RENTAL
2018**

CERTIFICATE OF VOTE

I, Richard Kalesh, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting Pres of
R. Kalesh Excavation LLC (Title)
(Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on May 24 20 18, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either
Richard Kalesh, Pres;
(Name) (Title)
_____, _____; or
(Name) (Title)
_____, _____
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the 24 day of May, 2018 and has not been changed or modified in any respect.

[Signature]
Signature

Richard Kalesh
Printed Name

Pres.
Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

876530v1



Town of Norfolk

Blythe Robinson <brobinson@norfolk.ma.us>

Re: 75 Cleveland Street

1 message

Betsy Pyne <betsypyne@gmail.com>

Mon, Mar 9, 2020 at 3:42 PM

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

Hi Blythe,

Thank you to you and the Selectboard for allowing me and the historical commission a little time to look into new information on the Weber property at 75 Cleveland St. I don't think it is necessary to delay the board's vote any longer. It is a complicated situation that needed a little more thinking. . I was on the CPC when the 28 acres north of this parcel was bought in 2006 for \$446,000. At that time we , or I anyway , thought we would try to buy the other piece and connect the two should it be available. With the house now coming down, I thought both affordable and Open Space should look again.

The Preservation Coalition reported that the CPC could buy that property and sell the house with a preservation restriction. That restriction would have to be approved by the Mass Historical Commission and the house would have to be eligible for the National Register. I don't think it is likely that the house would be eligible. The fact that the house has been on the market for 3 years without a buyer was also part of the consideration. . I have completed the reconsideration of the whole process by talking with Cyndi Andrade at CPC and people experienced with affordable housing. They did not see that a revote or Affordable housing was a good idea or possible.

So we will proceed with the hearings for demolition before the Historical Commission. Thank you and the Board for listening.

Betsy Pyne

On Mon, Mar 9, 2020 at 9:00 AM Blythe Robinson <brobinson@norfolk.ma.us> wrote:

Betsy,

I'm drafting the agenda for the March 17th meeting, which needs to get posted on Thursday this week. What is your schedule to discuss this property so I can let the Select Board know where we stand?

Thanks,
Blythe

--

Blythe C. Robinson
Town Administrator
Town of Norfolk
One Liberty Lane
Norfolk, MA 02056
brobinson@norfolk.ma.us
508-440-2855



Town of Norfolk

Judith Lizardi <jlizardi@norfolk.ma.us>

Fwd: 75 Cleveland Street

1 message

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

Tue, Mar 10, 2020 at 3:37 PM

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

From: **Cyndi Andrade** <cyndi.andrade@earthlink.net>
Date: Tue, Mar 10, 2020 at 1:15 PM
Subject: Re: 75 Cleveland Street
To: Blythe Robinson <brobinson@norfolk.ma.us>, Betsy Pyne <betsypyne@gmail.com>

Blythe,
Thank you for copying me on this. I have had extensive discussions with Betsy Pyne regarding 75 Cleveland Street. At this point, my understanding is that the Historic Commission is unlikely to support acquisition of this property, thus, CPC will not revisit its decision to not recommend matching the purchase and sales price under 61A right of first refusal.

Thank you,
Cyndi Andrade
On 3/9/2020 9:00 AM, Blythe Robinson wrote:

Betsy,

I'm drafting the agenda for the March 17th meeting, which needs to get posted on Thursday this week. What is your schedule to discuss this property so I can let the Select Board know where we stand?

Thanks,
Blythe

--
Blythe C. Robinson
Town Administrator
Town of Norfolk
One Liberty Lane
Norfolk, MA 02056
brobinson@norfolk.ma.us
508-440-2855

--
Blythe C. Robinson
Town Administrator
Town of Norfolk
One Liberty Lane
Norfolk, MA 02056
brobinson@norfolk.ma.us
508-440-2855

The Law Offices of
Louis J. Dakoyannis, LLC



John R. Pollets, Esq.

t: (781) 493-6999 | f: (781) 493-6998 | www.dslawllc.com

jpollets@jplaw.us | Direct Line: (617) 653-6661

355 Providence Highway, Westwood, MA 02090

Via Certified and First-Class Mail

NOTICE TO WITHDRAW FROM CHAPTER 61-FOREST LAND PROGRAM

February 13, 2020

Board of Selectman
Town of Norfolk
One Liberty Lane
Norfolk, MA 02056

RE: Current Owner: Charles H, Weeber, III Trustee of Weeber Realty Trust
108 North Valley Road, Pelham, MA 01002
Buyer: John E. Nolan and Nancy M. Nolan
23 Fairfield Circle, Norwood, MA 02062
Address of c. 61 Parcel: 75 Cleveland Street, Norfolk, MA 02062
Shown on assessors Map as Mblu: 16/34/141/1

Intent to Withdraw from G.L. c 61 Forest Land Program and Notice of 120 Day Right of First Refusal

Dear Select Persons:

In accordance with General Laws c. 61 Section 12, this letter shall constitute Notice that the owner of the land located at 75 Cleveland Street, Norfolk, MA 02062 is intending to sell the entire parcel consisting of approximately 18.54 acres of land with a single-family home. A copy of the certified copy of the purchase and sales agreement is attached. The Seller is advised that the buyers intend to continue to use the parcel for residential purposes.

The sale price for the Parcel is \$575,000.00 in accordance with the attached certified copy of the purchase and sales agreement. Said agreement is a complete, true and accurate copy

of the agreement signed by the parties and there are no additional conditions or contingencies relative to the sale.

This Notice shall start the Town's 120 day Right of First Refusal to either purchase said parcel or waive its right to purchase. Kindly advise at your first opportunity if the town will be exercising its option to purchase the property or will be waiving its rights under G.L. c. 61.

Should you have any questions or concerns I can be reached at the above phone number or by e-mail.

Thank you for your attention to this matter.

Sincerely,



John R. Pollets

cc: Town of Norfolk Planning Board
Town of Norfolk Conservation Committee
Town of Norfolk Board of Assessors
Massachusetts Department of Forestry

**STANDARD FORM
PURCHASE AND SALE AGREEMENT**

This 30th day of January, 2020

1. **PARTIES** Charles H. Weeber, III Trustee of Weeber Realty Trust of 108 North Valley Road, Pelham, MA 01002 hereinafter called SELLER, agrees to SELL and John E Nolan and Nancy M. Nolan (or assign) of 23 Fairfield Circle, Norwood, MA 02062 hereinafter called BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises
2. **DESCRIPTION**
(fill in and include title reference) the land and building(s) thereon known and numbered as **75 Cleveland Street, Norfolk, Norfolk County, Massachusetts**, as described at the Norfolk County Registry of Deeds in Book 14263, Page 344, containing 18.54 acres more or less.
3. **BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURE:**
(fill in or delete) Included in the sale as part of said premises are the buildings, structures, and improvements now thereon, and in the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall to wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and **ONLY IF BUILT-IN NONE**
4. **TITLE DEED**
*(fill in)
Include here by specific reference any restrictions, easements, rights and obligations in party walls not included in (b), leases, municipal and other liens, other encumbrances, and make provision to protect SELLER against BUYER'S Breach of SELLER'S Covenants in leases, where necessary
Said premises are to be conveyed by a good and sufficient QUITCLAIM deed to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except
(a) Provisions of existing building and zoning laws;
(b) Existing rights and obligations and party walls which are not the subject of written agreement;
(c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
(d) Any liens for municipal betterments assessed after the date of this agreement;
(e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of the premises as a **single-family residential dwelling**;
(f)
5. **PLANS** If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.
6. **REGISTERED TITLE** In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.
7. **PURCHASE PRICE**
(fill in); space is allowed to write out the amounts if desired
The agreed purchase price for said premises is **Five Hundred Seventy-Five Thousand and no/100 (\$575,000.00) dollars**, of which
\$ **5,000.00** have been paid as a deposit this day and
\$ **500.00** were paid with the Offer and
\$ **569,500.00** are to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's check, bank check; or attorney's IOLTA check.

\$ **575,000.00** TOTAL

**CERTIFIED
TRUE COPY**

John E Nolan


ATTORNEY AT LAW

8. **TIME FOR PERFORMANCE DELIVERY OF DEED** Such deed is to be delivered at 12:00 o'clock P.M. (Noon) on the 7th business day after the seller has obtained the non-exercise of the Town of Norfolk's Right of First Refusal to obtain the premises pursuant to MGL Ch. 61A at the Norfolk Registry of Deeds, or at the Buyer's lender's attorney's office, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement. Seller shall be required to attend the closing but shall sign the deed personally.
9. **POSSESSION AND CONDITION OF THE PREMISES**
(attach a list of exceptions, if any) Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as now are, reasonable use and wear and tear excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with the provisions of any instrument referred to in Clause 4 hereof. The BUYER shall be entitled to personally inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.
10. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM**
(Change period of time if desired) If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then ~~any payments made under this agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless~~ the SELLER elects to shall use reasonable efforts (not to exceed \$2,500 exclusive of voluntary liens and mortgages) to remove any defect in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.
11. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.** If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then, any payments made under this agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. **BUYER'S ELECTION TO ACCEPT TITLE** The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either
 a. pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
 b. if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
13. **ACCEPTANCE OF DEED** The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. **USE OF MONEY TO CLEAR TITLE** To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or as soon as practicable thereafter pursuant to local and customary conveyancing practice.
15. **INSURANCE**
(Insert amount (list additional types of insurance and amounts as agreed)) Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:

<i>Type of Insurance</i>	<i>Amount of Coverage</i>
(a) Fire and Extended Coverage	\$As presently insured.
(b)	

Risk of loss shall remain with the Seller until the deed is recorded

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16. **ADJUSTMENTS**
(list operating expenses, if any, or attach schedule)
- ~~Collected rents, mortgage interest, water use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.~~
17. **ADJUSTMENT OF UNASSESSED AND ABATED TAXES**
- If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining of the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. **BROKER'S FEE**
(fill in fee with dollar amount or percentage; also name of Brokerage firm(s))
- A Broker's fee for professional services of (as per MLS) is due from the SELLER to Coldwell Banker Residential Brokerage and Advanced Realty, the Broker(s) herein, but only if, as and when the Seller receives the full purchase price, and the Buyer accepts and records the Seller's deed.
19. **BROKER(S) WARRANTY**
(fill in name)
- The Broker(s) named herein, to Coldwell Banker Residential Brokerage and Advanced Realty warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.
20. **DEPOSIT**
(fill in name)
- All deposits made hereunder shall be held in escrow by to Coldwell Banker Residential Brokerage as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER or by a Court of competent jurisdiction.
21. **BUYER'S DEFAULT; DAMAGES**
- If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be Seller's sole and exclusive remedy at law or in equity, unless within thirty days after the time for performance of this agreement or any extension thereof, the SELLER otherwise notifies the BUYER in writing.
22. **RELEASE BY HUSBAND OR WIFE**
- The SELLER'S spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
23. **BROKER AS PARTY**
- The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.
24. **LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, ETC.**
- If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or estate represented shall be bound and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. **WARRANTIES AND REPRESENTATIONS**
(fill in); if none, state "none"; if any listed, indicate by whom each warranty or representation was made
- The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon on any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):
- None.

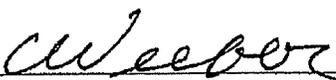
Handwritten signature

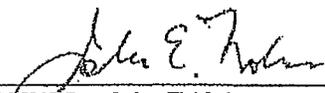
26. **MORTGAGE CONTINGENCY CLAUSE**
(omit if not provided for in Offer to Purchase) In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional or other institutional mortgage loan of 0.00 at prevailing rates, terms and conditions. ~~If despite the BUYER's diligent efforts a firm, written commitment for such loan cannot be obtained on or before the BUYER may terminate this agreement by written notice to the SELLER and/or Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event will the BUYER shall be deemed to have used diligent efforts to obtain such commitment unless provided BUYER submits a one completed mortgage loan application conforming to the foregoing provisions on or before two (2) days after Buyer receives a fully signed copy of this Agreement.~~ **INTENTIONALLY DELETED**
27. **CONSTRUCTION AGREEMENT** OF This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.
28. **LEAD PAINT LAW** The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.
29. **SMOKE DETECTORS** The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke and carbon monoxide detectors in conformity with applicable law.
30. **CARBON MONOXIDE DETECTORS** For properties sold or conveyed after March 30, 2006, the Seller shall provide a certificate from the department of the city or town in which the premises are located, either in addition to or incorporated in certificate described above, stating that the premises have been equipped with carbon monoxide detector compliance with M.G.L. c 148 s. 26F 1/2 or that the Premises are otherwise exempted from the Statute.
31. **ADDITIONAL PROVISIONS** The initialed riders, if any, attached hereto, are incorporated herein by reference.

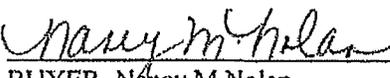
See Rider "A" attached hereto and incorporated herein by reference.

FOR RESIDENTIAL PROERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.


SELLER – Charles H. Weeber, III, Trustee
of the Weeber Realty Trust


BUYER – John E Nolan


BUYER- Nancy M Nolan

RIDER A TO PURCHASE AND SALE AGREEMENT
75 Cleveland Street, Norfolk, MA

32. It is understood that portions of the premises may contain lead-based paint, plaster or other accessible lead-based material and that no representations have been made by the SELLER concerning the presence or absence of such lead-based materials. The BUYER may incur obligations to remove such lead-based materials pursuant to Section 197 of Chapter 111 of the General Laws and the Buyer hereby agrees to accept and assume any such obligations.
33. SELLER and BUYER each represent and warrant to the other that neither party has contacted any real estate broker in connection with this transaction (except those referenced herein), and were not directed to each other as a result of any services or facilities of any real estate broker (except those referenced herein). If a claim in connection with this transaction is made by any broker claiming to have dealt through or on behalf of one of the parties hereto, such party shall indemnify, defend and hold the other party hereunder harmless from all claims, losses, damages, costs or liabilities with respect to said claim. The provisions of this paragraph shall survive delivery of the deed.
34. Title Standard: Any title matter which is the subject of a title standard or practice of the Real Estate Bar Association of Massachusetts at the time for delivery of the deed shall be governed by said title standard or practice to the extent applicable.
35. This Agreement may be executed in counterparts, and as so executed shall constitute one complete agreement. Facsimile or electronically scanned signatures shall be deemed originals for all purposes. Further, by executing this Agreement, the Buyer and Seller hereby grant to their attorneys the actual authority to bind them for the sole limited purpose of allowing them to grant extensions, and the Seller and Buyer shall be able to rely upon signatures of said attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority granted herein to bind them.
36. This Agreement, and any riders annexed hereto and the documents delivered pursuant hereto, constitute the entire agreement and understanding between the parties and supersede any prior agreement and understanding relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties or their authorized agents.
37. The document executed by the parties entitled "Contract to Purchase Real Estate" or "Offer to Purchase Real Estate," as well as any other prior memoranda or agreement between the parties, is hereby superseded and shall have no further force and effect.
38. All of SELLER's representations under this Agreement are to SELLER's actual knowledge, and without conducting any independent investigation or inquiry and are

John Smith

not intended to imply or create any obligation for the SELLER to take additional actions or make further inquiry with regard to any topics contained within this Agreement or elsewhere, including but not limited to, documents, to be executed in conjunction with the closing; furthermore, it is acknowledged and agreed by the parties that any such representations shall not constitute a representation or warranty against the existence of such conditions about which SELLER has no knowledge, nor a representation or warranty against the discovery or occurrence of such conditions. The provisions of this paragraph shall survive the closing and delivery of the deed hereunder.

39. SELLER may have prepared and delivered to BUYER a Disclosure Statement or Statement of Property Condition relative to the Premises. BUYER understands and acknowledges that said statement was provided to BUYER for informational purposes only and is not to be relied upon by BUYER. BUYER has been provided with the opportunity to make such inspections of the Premises as BUYER deems necessary to determine the condition of the Premises and all improvements thereon, therein or thereunder and BUYER acknowledges that he/she is relying solely upon such inspections in its decision to purchase the Premises and not on information provided by SELLER, and is acquiring the Premises in its then condition, as-is.
40. This Agreement may not be assigned or recorded by the BUYER without the prior written consent of the SELLER and any recordation by BUYER (including a recording of notice hereof) or purported assignment by BUYER in violation of this paragraph shall be considered a default by BUYER under this Agreement, whereupon all deposits hereunder shall be paid to SELLER with interest thereon and shall become SELLER's property and this Agreement shall terminate without further recourse to the parties hereto. This provision is not in derogation of BUYER's rights under paragraph 4 to designate a nominee to take title.
41. If this Agreement or any other provisions by way of reference incorporated herein shall contain any term or provision which shall be invalid, then the remainder of the Agreement or other instrument by way of reference incorporated herein, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law.
42. Buyer and Seller recognize that it is extremely difficult and impracticable to ascertain the extent of detriment to Seller caused by the breach or default by Buyer under this agreement, or the amount of compensation Seller should receive as a result of Buyer's breach or default. Accordingly, the parties have taken these facts into account in setting the amount of the deposit hereunder and hereby agree (i) the deposit hereunder is the best estimate of the damages which would accrue to Seller in the event of Buyer's default hereunder; (ii) said deposit represents damages and not a penalty against Buyer; and (iii) if Buyer shall fail to fulfill Buyer's obligations hereunder (unless such failure is due to breach or default by Seller of Seller's obligations under this agreement), Seller shall retain Buyer's deposit as liquidated damages and this shall be his sole remedy at law and in equity.
43. All notices required or to be given hereunder shall be in writing and deemed duly given when delivered or mailed by registered or certified mail, return receipt requested,

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postage and registration or certification charges prepaid, or sent via facsimile with confirmation of receipt, or e-mail with confirmation of receipt, or delivered addressed as follows:

If to SELLER: John R. Pollets, Esq
Law Office of Louis J. Dakoyannis, LLC
355 Providence Highway
Westwood, MA 02090
Phone: 781-493-6999
Fax: 781-493-6998
Cell: 7671-653-6661
Email: jpollets@jplaw.us

If to BUYER: Thomas Flaherty, Esq
15 South Main Street
Randolph, MA 02368
Email: tflaherty@bfboston.com
Tel: 781-963-5858

or to such other address or addresses as may from time to time be designated by either party by written notice to the other. A facsimile or e-mail of any notice regarding this P&S Agreement, by either the parties or their attorney, where receipt is acknowledged by the receiving party, shall be suitable notice and binding on the parties and any future modification shall be binding on the parties. Extensions and modifications to this agreement signed by the parties' attorneys shall be binding on all parties.

45. SELLER agrees to permit BUYER and its designees reasonable access, at reasonable times, to the said premises. Said right of access shall be exercised only in the presence of SELLER or SELLER'S agent, and only after reasonable prior notice to the SELLER and with SELLER'S prior consent. BUYER agrees to indemnify, defend and hold harmless the SELLER from any and all costs, damages and claims for damage to property or persons caused by BUYER or BUYER'S agent(s) while on the Premises or as a result of BUYER or BUYER'S agent(s) being on the Premises other than matters as a result of the SELLER'S negligence.

46. BUYER warrants, represents and acknowledges to SELLER and agrees that SELLER is relying upon the following: By execution of this Agreement, BUYER acknowledges that BUYER has had an opportunity to conduct any and all inspections of the Premises (either independently or through agents of the BUYER'S choice), including all improvements thereon, and any and all component parts thereof, desired by the BUYER (and that the SELLER has no responsibility for any failure by the BUYER to fully exercise such inspection rights), including, without limitation, mechanical, structural, groundwater tables, utility systems, all appliances and personal property being conveyed with the Premises as provided in this Agreement, pest, termite, lead paint, asbestos, radon, mold and any hazardous chemicals, materials, or substances, dimensions and area of the Premises, and that BUYER is fully satisfied with the results of same, and accepts the Premises "AS IS, AS IS, WHERE-IS, and WITH ALL FAULTS" (as of the time of BUYER'S inspection), reasonable use and wear thereof excepted, and is not relying upon any representations of the SELLER or SELLER'S agents in connection with same and in connection with BUYER'S decision to purchase the Premises (other than those specifically set forth in this Agreement), including, without limitation, as to the character, quality, use, value, quantity or condition of the Premises except as expressly set forth herein. BUYER further represents and agrees that the existence of any matter or condition revealed by,

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or which could have been revealed by such inspections shall not be deemed to be a default by SELLER under this Agreement. Any statements which may have previously been made by the SELLER, including without limitation in any realtor's/broker's questionnaire or so-called "Seller's Disclosure Statement" or property listing information, if any, are specifically hereby voided and are superseded by this Agreement. BUYER acknowledges and agrees that SELLER shall have no obligation to repair any defect existing on the date of this Agreement. Without intending to limit the generality of the foregoing, SELLER does not warrant or represent that the Premises complies with current municipal, county, state or federal codes, ordinances, statutes, laws, regulations or the like, relating to zoning, building, environmental, health or any involving the maintenance, operation or condition of the Premises. BUYER hereby agrees that SELLER shall have no responsibility or liability after closing for complying with any codes, ordinances, statutes, laws, regulations or the like which relate to lead paint, asbestos, radon, mold, hazardous chemicals, materials, or substances or any requirements that SELLER remove any or all of the same, BUYER hereby assuming any and all such responsibility and liability. SELLER makes no representations concerning the accuracy of any information provided by the realtor(s) or broker(s) unless expressly incorporated into this Agreement. The provisions of this paragraph shall survive the Closing and delivery of the Deed hereunder.

47. BUYER warrants and represents to SELLER and SELLER represents and warrants to BUYER that it has dealt with no broker or other person entitled to a broker's commission in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby except for the realtors named in this agreement and each agrees to hold the other harmless and indemnify the other against all damages, claims, losses and liabilities, including legal fees, incurred by the other, arising out of or resulting from the failure of its representation and warranty. This provision shall survive the closing hereunder.

48. All of SELLER's representations under this Agreement are to the SELLER's actual knowledge, and without conducting any independent investigation or inquiry and are not intended to imply or create any obligation for the SELLER to take additional actions or more further inquiry with regard to any topics contained within this Agreement or elsewhere, including but not limited to, documents, to be executed in conjunction with the Closing; furthermore, it is acknowledged and agreed by the Parties that any such representations shall not constitute a representation or warranty against the existence of such conditions about which SELLER has no knowledge, nor a representation or warranty against the discovery or occurrence of such conditions. Any representations and warranties made by the Seller shall terminate upon the recording of the deed. The provisions of this paragraph shall survive the Closing and delivery of the Deed hereunder.

49. Limited Power of Attorney: By executing this Agreement, the BUYER and SELLER hereby grant to their Attorneys (or Realtor if such party is not represented by an Attorney) the actual authority to bind them for the sole limited purpose of allowing them to grant extensions and the SELLER and the BUYER shall be able to rely upon the signatures of said Attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority granted herein to bind them. Further for the purposes of this Agreement, facsimile signatures shall be binding.

50. Both BUYERS and SELLER hereby acknowledge that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this agreement. The SELLERS have urged the BUYER to employ the assistance of a capable real estate attorney and a home, pest and septic inspector, and to consult, as appropriate, with local city or town officials such as tax assessors, zoning and building departments and the Board of Health, and to identify, investigate or verify all issues, concerns and matters that are important

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to the BUYER. This information may include, without limitation, the age and condition of the home or its' components; square footage and boundaries of the lot; information concerning septic system or sewerage disposal; zoning; square footage of the home; condition of all parts of the home, including age of mechanical and electrical systems; past or present structural problems of the home, including problems with the roof or basement; the title to the property; annual taxes; if a condominium, the condition of the association, financial and otherwise, and it's legal status.

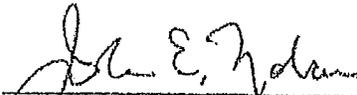
51. Buyer shall assume all costs associated with the inspection and installation of a septic system in compliance with Title 5 and agrees to release and hold the Seller harmless from any claim relative to the installation and functioning of any septic system.

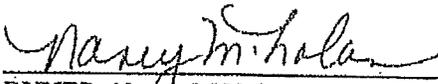
52. Seller has disclosed that the subject Premises is currently being assessed as agricultural land pursuant to the provisions of M.G.L. Ch. 61 ("61"). Sellers shall provide the requisite written notice of this P&S agreement to the Town of Norfolk (the "Town") pursuant to the provisions of Chapter 61 (intent to sell), which allows the Town up to 120 days to purchase the Premises on the same terms as the Buyer. If the Town exercises its Right of First Refusal pursuant to 61, the Seller shall provide said notice of acceptance by the Town to the Buyers and this Agreement shall terminate and all deposits shall be forthwith refunded. If the Town does not exercise its Right of First Refusal, then the Seller shall proceed in accordance with this Agreement and shall record an Affidavit showing compliance with 61 or a waiver of the Right of First Refusal from the Town of Norfolk which shall be recorded at the time of the sale in the Norfolk Registry of Deeds. The Seller agrees to pay the Buyers a closing cost credit in the full amount of \$12,994.00 at the time of closing. The Buyer shall be responsible to pay all conveyance and rollback taxes or any other fees, if any, due relative to the sale of 61 property owned to the Town of Norfolk. This provision shall survive the closing. Seller agrees to begin the process to obtain the waiver of the Right of First Refusal within 3 business days from the execution of this agreement.

53. Seller shall provide the Buyer will all Plans and engineered drawings for the property held be the Seller or its agents.

Signed this 30th day of January 2020


SELLER - Charles H. Weeber, III, Trustee
of the Weeber Realty Trust


BUYER - John E Nolan


BUYER- Nancy M Nolan



COLDWELL BANKER

**RESIDENTIAL
BROKERAGE**

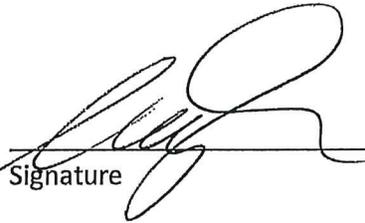


Feb 3, 2020

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

I have received the Purchase and Sales Agreement between the seller Charles Weeber, III the trustee for Weeber Realty Trust and John and Nancy Nolan purchaser for said home and accompanying land.

The town has a 120 day right of first refusal for this home so time is of the essence.



Signature



Printed name

2/3/20

Date received

Bill Ferrellec Coldwell Residential Brokerage
Sellers agent



Town of Norfolk

Blythe Robinson <brobinson@norfolk.ma.us>

Re: Right of First Refusal - 75 Cleveland Street

1 message.

Mark and Cyndi Andrade <theandrades@sprynet.com>

Sat, Feb 8, 2020 at 1:53 PM

To: Nancy Langlois <nlanglois@norfolk.ma.us>, brobinson@norfolk.ma.us

Nancy, Blythe,

The CPC discussed the property at 75 Cleveland St. at its meeting on Wednesday, 2/5. This parcel had previously come before the Committee in late 2017. Both in 2017, and now, the Committee voted not to support/pursue purchase by the town utilizing CPA funds. Unfortunately, zoning and wetlands considerations make the parcel very difficult to utilize from the standpoint of allowed CPA uses.

Thank you very much for forwarding the P&S to the CPC under the right of first refusal for a 61A property.

Cyndi Andrade

On 2/3/2020 5:04 PM, Nancy Langlois wrote:

Good Afternoon,

Today the Select Board received the attached Purchase and Sales Agreement for property located at 75 Cleveland Street which is a property currently in the Chapter 61A program. The Town now has 120 days to exercise its right of first refusal.

Please get back to myself or Blythe with whether you believe the Town should exercise it's right. Due to the time limitations, please do this as soon as possible.

Thank you.

Regards,

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



TOWN OF NORFOLK
BOARD OF ASSESSORS
ONE LIBERTY LANE
NORFOLK, MASSACHUSETTS 02056
www.norfolk.ma.us



PH: 508-528-1120

FAX: 508-541-3383

February 19, 2020

Board of Selectmen
1 Liberty Lane
Norfolk, MA 02056

Honorable Members,

Weeber Realty Trust, Charles Weeber, trustee, owner of land located on 75 Cleveland Street in Norfolk and shown as lot 34-141-1 on Assessors' map 16 has informed our office that he intends to sell or convert land which is currently classified under Chapter 61 to other use.

The Board of Assessors has no objection to the removal of this land from Chapter 61 Agricultural/Horticultural classification. The Board of Assessors would like to inform all parties that the attached Affidavit indicating that the property will be kept in Chapter use will need to be signed by prospective buyers or Rollback and/or Conveyance taxes will become due.

Sincerely,


Deborah Robbins, Chairman


Andrew Bakinowski

Patricia Salamone

Norfolk Board of Assessors



Town of Norfolk

Nancy Langlois <nlanglois@norfolk.ma.us>

RE: Right of First Refusal - 75 Cleveland Street

1 message

Richard McCarthy <rmccarthy@norfolk.ma.us>
To: Nancy Langlois <nlanglois@norfolk.ma.us>

Thu, Feb 13, 2020 at 2:51 PM

I don't think the property is worth purchasing. The purchaser is proposing two homes which is a very limited development.

From: Nancy Langlois [mailto:nlanglois@norfolk.ma.us]
Sent: Thursday, February 13, 2020 12:35 PM
To: Richard McCarthy
Subject: Re: Right of First Refusal - 75 Cleveland Street

Hi Rich,

Just following up on. Do you have any thoughts or comments in regards to the Town's interest in the property on 75 Cleveland Street?

Nancy

On Mon, Feb 3, 2020 at 5:04 PM Nancy Langlois <nlanglois@norfolk.ma.us> wrote:

Good Afternoon,

Today the Select Board received the attached Purchase and Sales Agreement for property located at 75 Cleveland Street which is a property currently in the Chapter 61A program. The Town now has 120 days to exercise its right of first refusal.

Please get back to myself or Blythe with whether you believe the Town should exercise it's right. Due to the time limitations, please do this as soon as possible.

Thank you.

Regards,

Nancy A. Langlois



Town of Norfolk

Nancy Langlois <nlanglois@norfolk.ma.us>

Re: 75 Cleveland Street

1 message

Amy Brady <abrady@norfolk.ma.us>

Thu, Feb 13, 2020 at 12:54 PM

To: Nancy Langlois <nlanglois@norfolk.ma.us>

Cc: David Turi <dturi@norfolk.ma.us>, Janet Delonga <jdelonga@norfolk.ma.us>

Good afternoon Nancy,

The **Conservation Commission** did vote unanimously at their meeting last night, 2/12/20, NOT to pursue purchasing the property at 75 Cleveland Street.

Best regards,

Amy Brady, Administrative Assistant

Norfolk Conservation Commission

Norfolk Zoning Board of Appeals

Office: 508-541-8455

Please be advised that the Secretary of State has determined that e-mail sent by or received by municipal employees is a public record.

On Thu, Feb 13, 2020 at 12:22 PM Nancy Langlois <nlanglois@norfolk.ma.us> wrote:

Hi Amy,

Can you please confirm if the Conservation Commission's voted last evening on the right of first refusal for 75 Cleveland Street?

Thank you,

Nancy

--

Nancy A. Langlois

Executive Assistant

Town of Norfolk

One Liberty Lane

Norfolk, MA 02056

(508) 440-2801



Town of Norfolk

Nancy Langlois <nlanglois@norfolk.ma.us>

Re: Right of First Refusal - 75 Cleveland Street

1 message

Barry Lariviere <blariviere@norfolk.ma.us>
To: Nancy Langlois <nlanglois@norfolk.ma.us>

Thu, Feb 13, 2020 at 12:47 PM

Hi Nancy,

Thanks for following up with me on this. The property abuts existing Town owned open space, it would make a nice continuation of a green corridor.

Al and I did look at it for the potential of an additional water source. I am not sure if it is large enough for us to get the 400' needed for the wellhead protection area, and we would not know the potential for water until some testing was done.

Regards,

Barry

Barry A. Lariviere

Interim DPW Director

Town of Norfolk

Norfolk DPW | O: 508.528.4990 x228 | C: 508.922.2226

On Thu, Feb 13, 2020 at 12:37 PM Nancy Langlois <nlanglois@norfolk.ma.us> wrote:

Hi Barry,

Just following up on this. Do you have any thoughts or comments in regards to the Town's interest in the property on 75 Cleveland Street?

Thanks,

Nancy

On Mon, Feb 3, 2020 at 5:04 PM Nancy Langlois <nlanglois@norfolk.ma.us> wrote:

Good Afternoon,

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Please get back to myself or Blythe with whether you believe the Town should exercise it's right. Due to the time limitations, please do this as soon as possible.

Thank you.

Regards,

Nancy A. Langlois

Executive Assistant

Town of Norfolk

One Liberty Lane

Norfolk, MA 02056

(508) 440-2801

--



Town of Norfolk

Judith Lizardi <jlizardi@norfolk.ma.us>

150th Anniversary Parade Committee Appointment

2 messages

Judith Lizardi <jlizardi@norfolk.ma.us>

Mon, Mar 9, 2020 at 11:42 AM

To: phterrio@gmail.com, NorfolkMA2020@gmail.com

Cc: Blythe Robinson <brobins@norfolk.ma.us>, Nancy Langlois <nlanglois@norfolk.ma.us>

Hi Paul and Donna,

This Committee Appointment application was recently received in our office. Please let me know by March 11th if you have any concerns or issues with Elizabeth Whitney being appointed to the 150th Anniversary Parade Committee as we would like to put it on the next Select Board meeting agenda.

Best,
Judith

--

Judith Lizardi
Executive Assistant
Town Administrator's Office
Town of Norfolk
One Liberty Lane
Norfolk, MA 02056
(508) 528-1408

 **Request for Committee Appointment - E. Whitney.pdf**
450K

Paul Terrio <phterrio@gmail.com>

Mon, Mar 9, 2020 at 12:47 PM

To: Judith Lizardi <jlizardi@norfolk.ma.us>

Cc: NorfolkMA2020@gmail.com, Blythe Robinson <brobins@norfolk.ma.us>, Nancy Langlois <nlanglois@norfolk.ma.us>

Hi

All good with Me.

Paul

[Quoted text hidden]



TOWN OF NORFOLK

Request for Committee Appointment

Norfolk residents interested in serving on a Town Board, Committee, Commission or Group should complete this form in its entirety and submit to:

Board of Selectmen, One Liberty Lane, Norfolk, MA 20256

The information received will be given to the applicable officials.

Name: Elizabeth L. Whitney Mrs.
 (First) (M.I.) (Last) (Suffix)

Address: 26 Valley St, Norfolk, MA 02056

Telephone: (H) 508-384-8747 (W) — (Cell) 508-272-0588

E-Mail Address: beewhitney@verizon.net

Are you a Norfolk Registered Voter Yes No (circle one)

1. Please list the Boards, Committees, Commissions or Groups you are interested in:

Historical Commission, Community Preservation Comm., "The Parade Comm."

2. Please describe your interest in serving for the above Boards, Committees, Commissions or Group:

--- for the good of the T. of Norfolk; interest in Norfolk's history; ^{plan for} the 150th _{parade}

3. Do you presently serve on any Town Boards or Committees, etc? Yes No (circle one)

4. Please list positions you previously held in Town Government (with committee name and approximate dates served). This may be applicable to both Norfolk or other towns:

Historical Commission - approx. 2007 - present

CPC - approx 2008 - present

5. Please list your past/present education and/or special training:

B.S., Med. Education

6. Please list the amount of time available for a Town Board or Committee, etc:

As needed

7. Please state any other comments you would like to add:

I enjoy serving, I like to be informed and involved, as Historical Comm. for years, look forward to the 150th!

Elizabeth L. Whitney
Signature

3/5/2020
Date

THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114
617-626-1700 fax: 617-626-1850 www.mass.gov/agr



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

KATHLEEN A. THEOHARIDES
Secretary

JOHN LEBEAUX
Commissioner

March 6, 2020

RE: NOMINATION OF INSPECTOR OF ANIMALS

Nominating Authority:

Enclosed is the nomination form for the Inspector of Animals for your city or town. **This form is due back to the Division of Animal Health by April 1, 2020.** The appointment will run from May 1, 2020 until April 30, 2021. If more than one inspector was appointed for your city or town, there is a separate form provided for each. If you are nominating the same inspector(s) this year, **be sure that all of the contact information is complete and still correct.** Any corrections should be made in the space provided on the right. If you will be nominating a new inspector, that person's information should be entered in the space provided on the right. Submit a separate form for each inspector nominated. Also, be sure that all of your (nominating authority) information is complete and correct. Any changes to your information should be made in the space provided to the right.

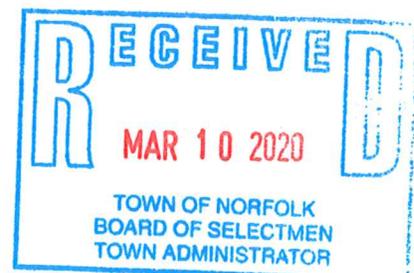
Once all of the contact information is confirmed to be correct, all that is needed is to **have the nominee sign the form**, accepting the nomination and swearing to faithfully perform the duties of that office. **The nominee's signature must be notarized.** In many cases the city or town clerk is a notary.

After the nominee's signature has been notarized, simply **return the form to the Division of Animal Health at the address listed at the top of the form.** The Division of Animal Health will send back confirmation of the inspector's appointment. **Please note that regardless of when the most recent appointment was made, it is only valid through April 30, 2020.** This nomination will cover the year starting May 1, 2020 and run until April 30, 2021.

If you have any questions, please call Elsie Colon at (617) 626-1810

Thank you,

Michael Cahill, Director
Division of Animal Health





The Commonwealth of Massachusetts

Department of Agricultural Resources

Division of Animal Health

251 Causeway Street, Suite 500

Boston, MA 02114-2151

Nomination of Inspector of Animals

In accordance with the Massachusetts General Laws Chapter 129, sections 15 and 16, nominating authorities of each city and town are required to nominate one or more inspectors of animals by April 1, 2020. Please complete or make necessary changes and return this form to the above address. The Director will review your nomination and, assuming appointment is confirmed, will return to you a Certificate of Appointment. Please submit one form for each person nominated. Any city or town not in compliance is subject to a penalty of \$500.

City or Town of Norfolk

3/6/2020

To the Director, Division of Animal Health, Department of Agricultural Resources

In accordance with the provisions of section 15 of Chapter 129, General Laws, as amended, the following nomination of inspector of animals for the year ending April 30, 2021 is sent for your approval:

Inspector of Animals

Name: Christopher Wider

Mail Address: 64 Cleveland St.

Norfolk, MA - 02056

Phone: (508) 962-3556 Fax:(508) 520-3407

Email: chris@aquabarriers.net

Inspector: (Note all changes here)

Name: _____

Mail: _____

Phone: _____ Fax: _____

Email: _____

Nominating Authority

Contact: Todd Lindmark

Office: Town Administrator's Office

Mail: 1 Liberty Ln., Rm 205

Norfolk, MA - 02056

P: (508) 440-2855 F: (508) 541-3366

Email: tlindmark@norfolk.ma.us

Nominating Authority: (Note all changes here)

Contact: _____

Office: _____

Mail: _____

Phone: _____ Fax: _____

Email: _____

Acceptance of Nomination of Inspector of Animals (must be notarized)

I hereby accept my nomination as Inspector of Animals for the City or Town of Norfolk, and if and when I am appointed, I solemnly swear to faithfully perform the duties of that office, all of which are listed in General Laws Chapter 129, and Massachusetts Regulations 330 CMR 10.00-10.10 (rabies regulations).

Name (print) _____ Signed _____

COMMONWEALTH OF MASSACHUSETTS

Norfolk,ss

Date: _____

Then personally appeared the above-named _____ and acknowledged the foregoing instrument to be his or her free act and deed, before me.

Notary Public

My commission Expires: _____

Appointment of Inspector of Animals (Division of Animal Health use only)

Notice is hereby given that I, Michael Cahill acting under authority of sections 15 and 16 of Chapter 129 of the General Laws, as amended, hereby approve the nomination of _____ as Inspector of Animals for the City or Town of Norfolk, Massachusetts.

Date Approved: _____

Director, Division of Animal Health



**Town of Norfolk
Code of Conduct
March 2020**

REVISED DRAFT

I. PURPOSE

The intent of this policy is to establish clear guidelines to serve as the standard for achieving and maintaining a high level of public confidence, trust, and professional respect with regard to how the Town and its officials conduct business. This policy is intended to define and create a centralized policy with regard to standards of conduct.

The Select Board recognizes the importance of professional standards at all levels of the government, including by those who volunteer their time and services on behalf of the Town. The Select Board encourages other boards/commissions/committees of the Town that are not appointed by the Select Board to adopt this standard by reference, thereby creating a unified Code of Conduct for Town officials.

II. APPLICABILITY

This policy and all its sections shall apply to the Select Board and to the boards, presiding officers, public officials, commissions and committees, and other representatives of the Town appointed by the Select Board and those appointed by the Town Administrator.

- The terms "Board" shall apply to the Select Board.
- The term "member" shall apply to those appointed by the Select Board or the Town Administrator.
- The term "official" shall apply to a Select Board member or a member appointed by the Select Board or the Town Administrator.
- The term "appointing authority" shall apply to the Select Board.
- All board members, commission members, committee members, representatives appointed by the Select Board and other officials mentioned in this guideline are subject to this policy.

III. CODE OF CONDUCT

These obligations and commitments shall be assumed by all members of the Select Board and other officials defined in the Applicability section.

A. Conduct Generally and in Relation to the Community

- Be well informed concerning the local and state duties of a board/commission/committee member.

- Remember that you represent the Town of Norfolk at all times.
- Accept your position as a means of unselfish public service, not to benefit personally, professionally, or financially from your board/commission/committee position.
- Recognize that the chief function of our local government at all times is to serve the best interests of all of the residents of the Town of Norfolk.
- Demonstrate respect for the public that you serve.
- Safeguard confidential information.
- Seek no favor and believe that personal aggrandizement or profit secured by holding these positions is dishonest and/or unlawful.
- Conduct yourself so as to maintain public confidence in our local government.
- Conduct official business in such a manner as to give the clear impression that you cannot be improperly influenced in the performance of your official duties.
 - Unless specifically exempted (e.g. Executive Session), conduct the business of the public in a manner that promotes open and transparent government. Comply fully with all Town policies, without limitation.
- Comply fully with all applicable laws, including, without limitation, the following:
 - The Open Meeting Law
 - Procurement Laws
 - The Ethics/Conflict of Interest Statute (G.L. c.268A).

B. Conduct in Relation to Your Fellow Board/Commission/Committee Members

- Treat all members of boards/commissions/committees with respect despite differences of opinion, keeping in mind that professional respect does not preclude honest differences of opinion, but requires respect within those differences.
- Recognize your responsibility to attend all meetings to assure a quorum and promptly notify the chair should you for any reason be unable or unwilling to continue to serve. Formal notice to resign from a board/commission/committee requires written notification to the Town Clerk.
- Recognize that action at official legal meetings is binding and that you alone cannot bind the board/commission/committee outside of such meetings.
- Refrain from making statements or promises as to how you will vote on quasi-judicial matters that will come before the board/commission/committee until you have had an opportunity to hear the pros and cons of the issue during a public meeting.

- Make decisions only after all facts on a question have been presented and discussed.
- Uphold the intent of executive session and respect the privileged communication that exists in executive session.

C. Conduct of Select Board in Relation to the Town Administrator

- Treat the Town Administrator as a professional, and respect the abilities, experience, and dignity of the incumbent. Recognize and support the administrative chain of command and refuse to act on complaints as an individual outside the administration.
- Give the Town Administrator full responsibility for discharging their duties as defined by the Special Act that established the position, and enacting any decisions or disposition and/or solutions approved by the Board.
- Refrain from giving orders or directions to the Town Administrator for action as an individual Select Board member.
- Individual Select Board members should refrain from giving instructions to or requesting assistance from Town department heads, but rather channel all such activities through the full Select Board and the Town Administrator.
- Individual Select Board members should refrain from providing information to the Town Administrator that they would not be willing to share with other Select Board members.

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D. Conduct of Select Board in Relation to Town Staff

- Treat all Town staff as professionals and respect the abilities, experience, and dignity of each individual. Accept that Board members are covered under the same Anti-Bullying Policy and discrimination policies as are employees.
- Direct questions for Town staff and/or requests for additional background information through the Town Administrator.
- Never publicly criticize an individual employee or a department. Concerns about staff performance should only be made to the Town Administrator through private communication.
- Ensure that all requests for staff support go through the Town Administrator's office.

IV. DISTRIBUTION AND EDUCATION

- The Town Clerk shall provide a copy of this policy to all members as defined in the Applicability section upon its issuance and upon the subsequent appointment or re-appointment of any member.
- The Town Clerk shall also maintain and distribute educational materials from the State Ethics Commission to members.

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~~• The Town Clerk shall develop a schedule of training programs to educate the Select Board and members on the Conflict of Interest Law and ensure compliance with said Law.~~

~~• The Town Clerk shall educate the boards/commissions/committees, members, and officials on the Conflict of Interest Law and ensure compliance with annual state mandated on-line training.~~

~~• The Town Clerk shall have each member sign a statement that they have read this policy and will comply with all requirements set forth in this policy; this form shall be available for public view. In the event that any member declines to sign the form, that fact shall be noted by the Town Clerk on the form.~~

~~V. ENFORCEMENT~~

~~This Code of conduct is intended to be self-enforcing, with members being familiar with its provisions. Members themselves have responsibility to assure the standards are met.~~

~~If there is a disagreement or inaction by any board/commission/committee, the Select Board has the ultimate responsibility for enforcing this policy within the Town of Norfolk and the determination of any appropriate action.~~



**Town of Norfolk
Code of Conduct
March 2020
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- Safeguard confidential information.
- Seek no favor and believe that personal aggrandizement or profit secured by holding these positions is dishonest and/or unlawful.
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Town of Norfolk

Judith Lizardi <jlizardi@norfolk.ma.us>

Norfolk Lions Field of Flags request

9 messages

mwconley1@verizon.net <mwconley1@verizon.net>
To: Judith Lizardi <jlizardi@norfolk.ma.us>

Mon, Mar 9, 2020 at 11:07 PM

Hi Judith,

Thanks for your time during our brief phone discussion earlier today. As requested, I've included below some of the specifics for our request to erect a 'Field of Flags' on the Norfolk Town Hill this May:

Request:

- Similar to prior years, we wish to honor the memory of our Veterans by planting 1,000 American Flags on the Norfolk Town Hill
- In conjunction with the Norfolk American Legion, we will conduct a brief tribute ceremony at the field (gazebo), after the Memorial Day Parade

Dates:

- The ceremony will be on Memorial Day; Monday, May 25th, 2020
- We would like to erect the flags on the Town Hill on Sunday, May 17th, and remove them on Saturday, May 30th (2 week duration)
- We would also like to place a sign/banner on the hill, visible for drivers to see the ceremony dates/times. I realize that the town has restrictions and competing requests for signage. Ideally, we would request it being placed during the week prior to the ceremony – 5/18 – 5/23.

I believe those are the important points right now. Please don't hesitate to let me know if you require any further details

Thanks in advance for your help Judith !

Mark

Mark W. Conley**Norfolk Lions**Mwconley1@verizon.net

H: 508-528-0648

M: 508-740-7451

Judith Lizardi <jlizardi@norfolk.ma.us>
To: mwconley1@verizon.net
Cc: Nancy Langlois <nlanglois@norfolk.ma.us>

Wed, Mar 11, 2020 at 1:06 PM

Hello Mark,

Thank you for your request to erect a Field of Flags on the Norfolk Town Hill from Sunday, May 17, to Saturday, May 30, 2020, and to hold a ceremony on Town Hill on Memorial Day, Monday, May 25th. If you would, please provide the following information. I will then schedule this item on a Select Board agenda for their review and approval.

- Do you have/need a rain date for the ceremony scheduled for Monday, May 25, 2020?
- Approximately what time do you expect the ceremony to begin?
- Approximately how long do you anticipate the ceremony will last?
- What is the approximate number of participants anticipated?
- Who installs/removes the 1,000 flags on Town Hill?

In addition, please let me know if you are requesting to place a sign or a banner on Town Hill as there are different guidelines for each.

Please do not hesitate to contact me should you have any questions.

Thank you.

Best,
Judith
[Quoted text hidden]
--

Judith Lizardi
Executive Assistant
Town Administrator's Office
Town of Norfolk
One Liberty Lane
Norfolk, MA 02056
(508) 528-1408

mwconley1@verizon.net <mwconley1@verizon.net>
To: Judith Lizardi <jlizardi@norfolk.ma.us>
Cc: Nancy Langlois <nlanglois@norfolk.ma.us>

Wed, Mar 11, 2020 at 10:50 PM

Hi Judith – please see my answers below in **red**, and feel free to follow up w/anything additional. Could you let me know the timing of when you think we'll confirm our dates? We're looking to put some PR together for the local papers, and they have deadlines approaching.

Thanks in advance for your help!

Mark

Mark W. Conley

Norfolk Lions

Mwconley1@verizon.net

H: 508-528-0648

M: 508-740-7451

From: Judith Lizardi <jlizardi@norfolk.ma.us>
Sent: Wednesday, March 11, 2020 1:07 PM
To: mwconley1@verizon.net
Cc: Nancy Langlois <nlanglois@norfolk.ma.us>
Subject: Re: Norfolk Lions Field of Flags request

Hello Mark,

Thank you for your request to erect a Field of Flags on the Norfolk Town Hill from Sunday, May 17, to Saturday, May 30, 2020, and to hold a ceremony on Town Hill on Memorial Day, Monday, May 25th. If you would, please provide the following information. I will then schedule this item on a Select Board agenda for their review and approval.

- Do you have/need a rain date for the ceremony scheduled for Monday, May 25, 2020? **No, we'll plan to do this rain or shine on Memorial Day**
- Approximately what time do you expect the ceremony to begin? **It would commence right after the 2nd dedication/reading when the parade returns from the cemetery; should be approximately 9:00 AM.**
- Approximately how long do you anticipate the ceremony will last? **Should be less than 1 hr; maybe 45 min**
- What is the approximate number of participants anticipated? **If you're asking about crowd size, we're hoping that the majority of parade-goers will attend; not sure if the town has a good estimate for that. When we last did this (which was on the Saturday prior to Memorial Day), we had ~100 people attend. In terms of speakers or presenters, there will most likely be 5 or 6**
- Who installs/removes the 1,000 flags on Town Hill? **The Lions will install and remove all of the flags. We would just ask the town to assure that the grass is freshly cut either the day before placing the flags, or the (early) morning of.**

In addition, please let me know if you are requesting to place a sign or a banner on Town Hill as there are different guidelines for each. **We would like to place a banner.**

[Quoted text hidden]

[Quoted text hidden]

Judith Lizardi <jlizardi@norfolk.ma.us>

Thu, Mar 12, 2020 at 7:43 AM

To: Erron Kinney <ekinney@norfolk.ma.us>, Charles Stone <cstone@norfolk.ma.us>, Barry Lariviere <blariviere@norfolk.ma.us>, Christine Tardanico <ctardanico@norfolk.ma.us>

Cc: Blythe Robinson <brobinson@norfolk.ma.us>, Nancy Langlois <nlanglois@norfolk.ma.us>

Good Morning,

Attached please find a request from the Norfolk Lions to erect a Field of Flags on the Norfolk Town Hill from Sunday, May 17, to Saturday, May 30, 2020, and to hold a ceremony on Town Hill on Memorial Day, Monday, May 25th. They have provided information about the event in the attached correspondence. As well, they have requested to put up a banner.

Please provide me, today, with any comments and/or concerns regarding the event so we can pass them along to the Select Board for their consideration at an upcoming meeting.

Thank you very much.

Best,

Judith

[Quoted text hidden]

Charles Stone <cstone@norfolk.ma.us>

Thu, Mar 12, 2020 at 7:53 AM

To: Judith Lizardi <jlizardi@norfolk.ma.us>

I support this event

CS

[Quoted text hidden]

--

Charles H. Stone Jr.

Chief of Police

Norfolk, Mass

FBINAA 165

508-520-4288

Judith Lizardi <jlizardi@norfolk.ma.us>

Thu, Mar 12, 2020 at 7:54 AM

To: Charles Stone <cstone@norfolk.ma.us>

Hi Chief Stone,
Thank you very much for your response!

Best,
Judith
[Quoted text hidden]

Judith Lizardi <jlizardi@norfolk.ma.us>
To: mwconley1@verizon.net
Cc: Blythe Robinson <brobins@norfolk.ma.us>, Nancy Langlois <nlanglois@norfolk.ma.us>

Thu, Mar 12, 2020 at 8:34 AM

Hello Mark,
Your request from the Norfolk Lions to erect a Field of Flags on the Norfolk Town Hill from Sunday, May 17, to Saturday, May 30, 2020; hold a ceremony on Town Hill on Memorial Day, Monday, May 25, 2020, at approximately 9:00 a.m.; and place a banner on Town Hill from May 18 to May 23, 2020, will be put on the March 17, 2020, Select Board's meeting agenda for their consideration and approval. As a note, you do not need to attend the meeting for this item to be considered.

I'd like to bring some updated information to your attention. The Town Administrator's office has recently undergone a change of staff and as such has begun the process of becoming familiar with the Select Board's policies; among them is the Town Hill Usage policy which can be found on the Town's website, <http://www.norfolk.ma.us/boards-committees/board-of-selectmen/policies.htm>. There is a minimum required security deposit of \$100 (in check form payable to the Town of Norfolk). We do realize that this may not have been enforced in the past but do believe that the Town's offices should be following the current policies moving forward. Therefore, we will be requiring that upon the Select Board's approval and at least one week prior to your event, you please drop off a check in the amount of \$100 to this office. The check will be returned once the Town has determined that the area is damage free as stated in the policy.

We appreciate your understanding about this matter and believe that the policies are in effect to keep the Town in its best condition for the use of all residents.

Please do not hesitate to contact me should you have any questions.

Thank you.

Best,
Judith
[Quoted text hidden]

Barry Lariviere <blariviere@norfolk.ma.us>
To: Judith Lizardi <jlizardi@norfolk.ma.us>
Cc: Erron Kinney <ekinney@norfolk.ma.us>, Charles Stone <cstone@norfolk.ma.us>, Christine Tardanico <ctardanico@norfolk.ma.us>, Blythe Robinson <brobins@norfolk.ma.us>, Nancy Langlois <nlanglois@norfolk.ma.us>

Thu, Mar 12, 2020 at 11:38 AM

Hi Judith,
No issues on the DPW side of things. Logistically we may have to have staff come in on the Saturday before to mow. Depending on the weather the grass could get long in 2 weeks.

Thanks,

Barry

Barry A. Lariviere

Interim DPW Director

Town of Norfolk

Norfolk DPW | O: 508.528.4990 x228 | C: 508.922.2226

On Thu, Mar 12, 2020 at 7:44 AM Judith Lizardi <jlizardi@norfolk.ma.us> wrote:
[Quoted text hidden]

Judith Lizardi <jlizardi@norfolk.ma.us>
To: Barry Lariviere <blariviere@norfolk.ma.us>

Thu, Mar 12, 2020 at 11:41 AM

Hi Barry,
Thank you very much for your response.



Discussion Agenda

- **Solid Waste Division**
 - Overview
 - Budget and Revenue History
- **Proposed Fee and Operational Changes**
 - Decals
 - Materials
 - Recycling/Container Rentals
- **PAYT (Pay As You Throw) Bag Stickers vs. Trash Bags**
 - Comparison
 - Implementation



Solid Waste Division Overview

The Solid Waste Division is partially self-supporting through various fees from collections, recyclables and drop-offs that are submitted to the Town to offset annual costs for operation and debt service. The current fee schedule and returns on collections are not sufficient enough for the division to be self-supporting.

Our goal is to enhance the level of service provided to residents while creating a more self – sustaining facility and division.

General:

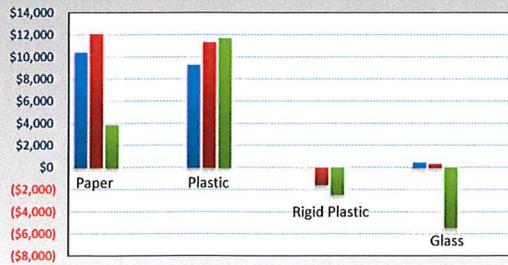
- 3 Full Time Staff
- 2 Part Time Staff
- Fees Have Not Been Raised in 8 Years
- Recycling Market is in Decline
- Revenues Have Been in Decline
- 1,100 out of 3,100 Households in Norfolk Utilize Transfer Station
- Local Contractor Curbside Pickup Rates \$408 - \$504 per year
- Proposed FY21 Solid Waste Budget – \$433,459
- Proposed Revenue Budget - \$310,000



Solid Waste Division - Budget and Revenue History

	July 1st - June 30th						July 1, 2019 - Current
	FY14	FY 15	FY16	FY17	FY18	FY19	FY20
Revenue	\$338,142	\$307,567	\$312,468	\$287,795	\$300,054	\$256,558	\$132,793
Expense	\$346,421	\$323,511	\$318,534	\$327,974	\$343,319	\$356,158	\$244,591
	(8,279)	(15,944)	(6,066)	(40,179)	(43,265)	(99,600)	(111,798)

	FY17	FY18	FY19
Recycling Revenue	\$31,280.00	\$41,700.00	\$30,400.00
	11%	14%	12%



Proposed FY21 Fee and Operational Changes

Our strategy was to take an in-depth look into the fees, processes and operations that currently exists at the Transfer Station and in the Solid Waste Division, and to implement changes that will not only stream line operations, but that will also increase revenues.

- Proposed Fee Changes and Operational Changes

- Decals
- Materials
- Recycling
- Container Rentals



Proposed FY21 Fee and Operational Changes - Decals

	Current Fee	Proposed Fee	Change
Decal Mail/On Line	\$60.00	\$75.00	\$15.00
Decal In Person	\$65.00	\$75.00	\$10.00
Senior Decal	\$45.00	\$55.00	\$10.00
Additional Decal Mail/On Line	\$5.00	\$20.00	\$15.00
Additional Decal In Person	\$10.00	\$20.00	\$10.00
Pro-Rated Standard	\$33.00		
Pro-Rated-Senior	\$23.00		
Pro-Rated-Additional-Decal	\$5.00		

- Proposed Fee Changes and Operational Changes

- Fees have been increased
- Pro – rated decal option removed
- Decal color has been changed to help department staff easily identify out of date stickers
- Decal sales locations, DPW, Online and Transfer Station



Proposed FY21 Fee and Operational Changes - Materials

	Current Fee	Proposed Fee	Change
Materials Per Cubic Yard (Resident Pick Up or Delivery)			
Delivery Charge Per Trip	\$50.00	\$85.00	\$35.00
Processed Wood Chips	\$0.00	\$5.00	\$5.00
Compost	\$0.00	\$10.00	\$10.00
Screened Loam	\$9.00/\$11.00	\$12.00	\$3.00
River Stone 2" Minus	\$0.00	\$20.00	\$20.00
Clean Fill	\$2.00	\$5.00	\$3.00
Screened Loam 3/4"	\$9.00	\$0.00	
Screened Loam 1/2"	\$11.00	\$0.00	
Bank Gravel	\$6.00	\$0.00	
Screened Gravel (2" 2" minus)	\$7.00	\$0.00	
Gravel processed to 3/4"	\$10.00	\$0.00	
Resident With Decal Only Contractors Call For Availability			
Materials 30 Gallon Container (Resident Pick Up)			
Processed Wood Chips	\$0.00	\$5.00	\$5.00
Compost	\$0.00	\$5.00	\$5.00

Proposed Fee Changes and Operational Changes

- Fees have been increased
- Materials not typically purchased were removed
- Materials that were once free now have a fee
- Material bins are being relocated to visible area of transfer station to promote material sales to residents. Funded through State Grant and previously allocated Transfer Station paving funds



Proposed FY21 Fee and Operational Changes – Recycling and Container

	Current Fee	Proposed Fee	Change
Recycling			
Bulk (Construction Materials, Furniture, etc.)	\$4.00	\$5.00	\$1.00
Scrap Metal & White Goods	\$0.00	\$5.00	\$5.00
Freon	\$15.00	\$15.00	
E-Waste	\$0.35	\$0.35	
Propane Tanks	\$5.00	\$5.00	
Mattress/Box Springs	\$25.00	\$25.00	
Tires 16" and Under	\$3.00	\$3.00	
Tires Over 16"	\$10.00	\$10.00	
Tires With Rim Additional	\$5.00	\$5.00	
Bulk/Scrap Metal/White Goods Per 50 lbs. or \$.10 Per Pound E-Waste \$.35 Per Pound			
Container			
Rentals	\$200.00	\$300.00	\$100.00
Rental Extension (Per Week)	\$50.00	\$65.00	\$15.00
Tipping Fee Per Ton	\$85.00	\$85.00	
\$300 Includes 1st Ton Tipping Fee, minimum charge			
Pick Up Service			
Charge Per Trip	\$40.00	\$0.00	
Per Item	\$15.00	\$0.00	
Item With Freon	\$15.00	\$0.00	
Mattress/Box Springs	\$25.00	\$0.00	

Proposed Fee Changes and Operational Changes

- Fees have been increased
- Fee for Scrap Metal and White Goods
- No longer provide DPW Bulk Material and White Good pick up (mattresses, box springs, etc.)



PAYT Bag Stickers and Trash Bags Comparison

Our analysis of current fees, processes and operations lead us to realize that the current PAYT (pay as you throw program) using Bag Stickers was not achieving it's full revenue potential. Based on analysis and discussions with other municipalities, our recommendation is to change our current PAYT program from Bag Stickers to Trash Bags.

Bag Stickers

- **Enforcement** - Tags are difficult to see, compromising enforcement
- **Equity**- Residents put tags on large bags, it is estimated that 75% of bags brought to the Transfer Station are large bags with multiple small bags inside, exceeding the 35 lbs. bag limit
- **Tipping Fees** – We receive a large volume of trash, but pay to dispose of trash by weight. Tipping fees are high - \$42,112 YTD
- **Revenue** – An average of 30,000 bag stickers are sold per year \$75,000 in revenue

Bag Sticker formula:
Town Charges \$2.50 per sticker, Vendor receives \$.10 per sticker,
Town makes \$2.40 per sticker

Trash Bags

- **Enforcement** - Standardized bags are easy to see and distinguish
- **Equity** - All residents use the same sized bags. No circumventing the system
- **Tipping Fees** – Bags size is standard, pay by weight not volume, substantially reduced tipping fees and increasing revenue by 50%
- **Revenue** - Estimated 40,000 bags sold per year \$87,000 in revenue



PAYT Trash Bag Program

- **Proposed Program**
 - \$2.50 per Trash Bag, same price as Bag Sticker
 - 5 Trash Bags per roll - \$12.50
 - Bag Sticker trade in program – 1 Sticker equals 1 Bag
 - One Bag Size - 33 Gallon Bags – Max Weight 35 lbs.
 - Implementation July 1, 2020
- **WasteZero**
 - 90% of municipalities in Massachusetts
 - State Bid List
 - Prices are locked in for three years
 - No Bag Storage Issues
 - Works Directly with Stores/Vendors (Town would be considered as a vendor \$500 per case - \$2,500)
 - Receives, fulfills, and tracks all orders coming from designated retail outlets
 - Assumes the risks associated with getting product safely to retail outlets
 - Handles billing, accounts receivable, and bookkeeping
 - Handles all inventory tracking, storage, and associated logistics



TOWN OF NORFOLK

BENEFITS FOR RETIREES

Updated 1/1/17

Retirees are eligible to continue with town sponsored group health insurance and the Town of Norfolk will continue to contribute 65%*. Surviving spouses of retirees are allowed to stay on the group health insurance plan and said surviving spouse shall pay the entire cost of such premiums without any contribution by the town per Chap. 32B, Section 9B. If a retiree is not enrolled in the Town of Norfolk Health Insurance plan at the time of his/her retirement, there is no restriction at this time that would not allow them to enroll in the Town of Norfolk's Health Insurance plan. The health insurance contract policies regarding loss of insurance and opt-in at open enrollment would apply.

When a retiree reaches 65 years of age, the retiree must register with Social Security for a Part A and Part B card if eligible. The retiree will be eligible to join the town sponsored MEDEX plan with the town contributing 65%* of the premium. Spouse of retiree who reaches 65 must also register with social security for a Part A and Part B card. Same applies to above surviving spouse who reaches 65 years of age.

Retiree may elect to have life insurance and health insurance premiums taken for their monthly retirement check.

Firefighters while active employees have basic life insurance in the amount of \$25,000 and no cost for the premium. Once a firefighter retires the insurance drops to \$5,000 and the retired firefighter pays the monthly premium in the amount equal to the percentage of all retirees 42% and with the town contributing 58%*.

Active employees are eligible to enroll in group basic life insurance in the amount of \$10,000 and pay 42% with the town contributing 58%*. Once an employee retires the amount of group life insurance reduces to \$5000 with the town contributing 58%*.



Town of Norfolk

Blythe Robinson <brobinson@norfolk.ma.us>

Fwd: many 32b

1 message

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

Thu, Mar 5, 2020 at 8:18 AM

Blythe below is Mike Maccaro's email on the Retiree benefits. The most important part of his response is:

It does not appear that the Town ever adopted M.G.L. c. 32B, Section 9E which would allow the Town to pay more than fifty percent (50%) of the premium for retirees. Given that, it is my opinion that the Town has the right to reduce the contribution made for retiree premiums. If the Town wanted to make such a change, I would recommend that the Board of Selectmen vote to notify the retirees of the change, and that the change happen at some point in time in the future so as to provide notice to individuals that may be on a fixed income.

Scott

Scott Bragdon
Human Resource Director
Town of Norfolk
508 440 2826

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

From: **Michael J. Maccaro** <mmaccaro@mhtl.com>
Date: Wed, Mar 4, 2020 at 3:16 PM
Subject: RE: many 32b
To: Scott Bragdon <sbragdon@norfolk.ma.us>
Cc: Kimberly Smith <ksmith@mhtl.com>

Scott,

I hope you are well. You have informed me that the Town currently pays sixty-five percent (65%) of the health insurance premiums for its retirees. The Town is interested in reducing the amount of the premiums that it pays for retirees. Specifically, the Town would like to pay fifty percent (50%) of the premiums for its retirees. You have provided me the sections of 32B that the Town has adopted. Upon review, it appears that the Town adopted M.G.L. c. 32B, Section 9A in 1967. Under that provision, the Town was required to pay fifty percent (50%) of insurance premiums for retirees. That section provides as follows:

Section 9A. A county, except Worcester county, by vote of the county commissioners, a city having a Plan D or a Plan E charter by majority vote of its city council, any other city by vote of its city council, approved by the mayor, a regional school district by vote of the regional district school committee and a district by vote of the district at a district meeting, may provide that it will pay one-half of the amount of the premium to be paid by a retired employee under the first sentence of section 9. **A town shall provide for the payment by vote of the town at a town meeting or if a majority of the votes cast in answer to the following question which shall be printed on the official ballot to be used at an election in said town is in the affirmative:— "Shall the town pay one-half the premium costs payable by**

a retired employee for group life insurance and for group general or blanket hospital, surgical, medical, dental and other health insurance?"

(emphasis added). It does not appear that the Town ever adopted M.G.L. c. 32B, Section 9E which would allow the Town to pay more than fifty percent (50%) of the premium for retirees. Given that, it is my opinion that the Town has the right to reduce the contribution made for retiree premiums. If the Town wanted to make such a change, I would recommend that the Board of Selectmen vote to notify the retirees of the change, and that the change happen at some point in time in the future so as to provide notice to individuals that may be on a fixed income.

While you do not have to negotiate changes to retiree health insurance, see *Somerville v. CERB*, 470 Mass. 563 (2015), I would check to make sure that there is nothing in any of your collective bargaining agreements that specifically provide the premium contributions for retirees.

Please let me know if you have any questions.

Thanks,

Mike

Michael J. Maccaro, Esq.

MURPHY, HESSE, TOOMEY & LEHANE, LLP

Crown Colony Plaza

300 Crown Colony Drive

Quincy, MA 02169

Tel: (617) 479-5000

Fax: (617) 479-6469

The information contained in this electronic message and any attachments to this message are intended for the exclusive use of the addressee(s) and may contain confidential and/or privileged information.

If you are not the intended recipient, please notify Murphy, Hesse, Toomey & Lehane, LLP immediately by replying to the message or by contacting us at the phone number listed above. Please delete this message and any attachments from your system. Thank you.

From: Scott Bragdon [mailto:sbragdon@norfolk.ma.us]

Sent: Tuesday, March 3, 2020 10:19 AM

To: Michael J. Maccaro

Subject: Fwd: many 32b

Retiree Health Plan Cost Comparison - Premium Share Change

3/5/2020

Health Plan	Individual/ Family	Cost per month	Enrolled	Current Town/ Employee Split	Number of Retirees	Retiree Cost @ 35%	Retiree Cost @ 50%	Difference per Month	Difference Annually
Medex BlueMedcare Full Pay	Individual	\$ 325	123	65/35%	123	\$113.80	\$162.58	\$48.77	\$585.27
Health Plan	Individual/ Family	Cost	Active Enrolled	Town/ Employee Split	Number of Retirees				
BCBS HMO NE Benchmark 2	Family	\$ 2,393	61	65/35%	4	\$837.43	\$1,196.33	\$358.90	\$4,306.79
	Individual +1	\$ 1,710	34	65/35%	3	\$598.39	\$854.84	\$256.45	\$3,077.42
	Individual	\$ 855	65	65/35%	7	\$299.19	\$427.42	\$128.22	\$1,538.69

Total # Retiree Plans

137

<u>Town</u>	<u>Town %</u>	<u>Retiree %</u>	
Acushnet	60	40	
Amherst	80	20	
Andover	65	35	non-medicare 50%
Arlington	75	25	
Ashland	65	35	
Ashfield	50	50	
Attleboro	75	25	
Avon	50	50	75/25 for pre-65 retirees
Ayer	50	50	
Barnstable	50	50	
Bedford	50	50	
Bellingham	50	50	
Belmont	80	20	
Beverly	80	20	
Blackstone	50	50	
Boxborough	50	50	
Bolton	70	30	
Bourne	75	25	
Braintree	50	50	
Brewster	50	50	
Buckland	50	50	
Burlington	70	30	
Canton	75	25	
Carlisle	50	50	
Chatham	50	50	
Chelmsford	60	40	
Clarksburg	72	25	
Cohasset	50	50	
Conway	70	30	
Dedham	50	50	
Deerfield	50	50	
Douglas	50	50	
Dover	50	50	
Dracut	80	20	
Duxbury	50	50	
East Longmeadow	70	30	
Eastham	65	35	
EastHampton	50	50	
Egremont	50	50	
Fairhaven	60	40	
Falmouth	50	50	
Fitchburg	50	50	
Foxborough	50	50	
Framingham	84	16	
Franklin	68	32	
Gardner	75	25	
Grafton	70	30	
Great Barrington	80	20	

Groton	50	50	65% grandfathered
Hadley	50	50	
Hadley	50	50	
Halifax	50	50	
Halifax	50	50	
Harvard	75	25	
Haverhill	80	20	
Hopedale	80	20	
Holbrook	86	14	
Hudson	50	50	
Ipswich	50	50	
Lanesborough	85	15	Req. vesting 10 yrs-Lansborough
Littleton	70	30	
Leverett	82	18	
Lexington	82	18	
Lowell	75	25	
Ludlow	81	19	HMO
Malden	78.75	21.25	
Marblehead	75	25	
Marlborough	70	30	Medicare 60%
Marshfield	50	50	
Medfield	50	50	
Melrose	70	30	
Mendon	75	25	
Merrimac	50	50	
Medway	50	50	
Millis	50	50	
Milton	76	24	Medex 50%
Monterey	50	50	considering changing to 75/25
Natick	50	50	
Needham	50	50	Medex share, diff. for other plans
New Bedford	75	25	
Newbury	75	25	
Newbury Port	75	25	
Norfolk	65	35	
Norton	75	25	
North Andover	65	35	
Norwood	65	35	80% regular plans
Northbridge	68	32	
North Reading	50	50	
Northampton	50	50	PPO
Norwell	50	50	
Orange	70	30	
Petersham	50	50	
Pittsfield	85	15	
Plainville	50	50	
Plymouth	75	25	
Randolph	80	20	Non medicare - 85%/15%
Reading	71	29	

Revere	75	25	
Richmond	50	50	
Rockland	75	25	
Rowley	52.5	47.5	
Salisbury	50	50	100% surviving spouse
Sandwich	75	25	
Seekonk	50	50	
Sharon	60% - 90%	40% - 10%	Dependent on plan
Somerset	75	25	
Somerville	80	20	
Southborough	75	25	
SouthBridge	50	50	
Springfield	75	25	
Stockbridge	75	25	
Stoughton	50	50	
Sturbridge	50	50	
Sutton	50	50	
Swampscott	70	30	
Taunton	75	25	
Tewksbury	75	25	
Tynsborough	50	50	
Tyringham	75	25	50/50 dental
Upton	50	50	
Walpole	Varies	Varies	Varies dep. On hire date
Ware	50	50	
Wareham	75	25	
Wellesley	50	50	Non-medicare 75%-55%
Weston	65	35	
West Stockbridge	50	50	
Westminster	50	50	
Westport	50	50	
Westwood	50	50	68% regular plans
Westford	60	40	
Weymouth	87.5	12.5	
Wilbraham	60	40	
Whitman	65	35	
West Tisbury	75	25	
Wilmington	75	25	
Woburn	75	25	90/10 grandfathered
Wrentham	75	25	
Yarmouth	50	50	

03/03/2020 12:28
9730rrov

Town of Norfolk - LIVE
PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

P 1
apwarrnt

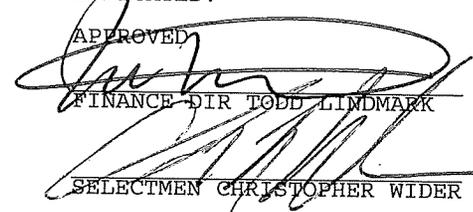
\$	16,353.73
\$	45,846.33
\$	28,132.31
\$	206,202.22
\$	435,612.09
\$	18,693.88
\$	4,694.22
\$	1,349.79
\$	1,279,384.62
\$	59,527.50
\$	632.12
\$	429.12
\$	7,865.93
\$	11,096.23
\$	722.47
\$	2,116,542.56

DATE: 03/03/2020 WARRANT: 36V20 AMOUNT: \$ 2,116,542.56

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

02/27/2020 15:04
9730bboo

Town of Norfolk - LIVE
ACCOUNTS PAYABLE WARRANT REPORT

P 1
apwarrnt

DATE: 03/03/2020 WARRANT: 36VS20 AMOUNT: \$ 63,061.58

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 CHRISTOPHER WIDER

SELECTMEN KEVIN KALKUT

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



03/10/2020 12:18
9730rrov

Town of Norfolk - LIVE
PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

P 1
apwarrnt

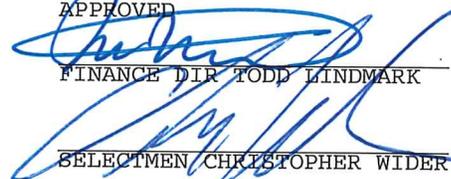
DATE: 03/10/2020 WARRANT: 37V20 AMOUNT: \$ 530,965.45

\$	30,284.73
\$	2,047.84
\$	5,939.13
\$	2,079.56
\$	2,612.40
\$	33,756.60
\$	6,553.34
\$	3,101.10
\$	9,123.59
\$	735.56
\$	8,335.90
\$	34,318.73
\$	279,471.02
\$	6,533.83
\$	103,222.36
\$	2,849.76
\$	530,965.45

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

03/10/2020 15:15
9730rrov

Town of Norfolk - LIVE
PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

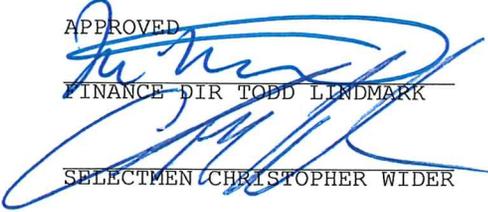
P 1
apwarrnt

DATE: 03/10/2020 WARRANT: 37VSA20 AMOUNT: \$ 1,675.00

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