



# 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 Governor's Order Suspending Certain Provisions of the Open Meeting Law, G. L. c. 30A, § 20, relating to the 2020 novel Coronavirus outbreak emergency, the April 21, 2020 7:00 PM public meeting of the Norfolk Select Board shall be physically closed to the public to avoid group congregation.**

**Alternative public access to this meeting shall be done via Zoom online video conferencing. This application will allow users to view the meeting and provide comments during allocated windows as outlined in the Board's Public Comment Policy. To join, follow the web link or call the dial-in number listed below under the start time/Call to Order. The meeting will be recorded for future rebroadcast by Norfolk Community Television. For more information on getting connected and using the video conference features, please visit**  
<http://www.norfolk.ma.us/assets/files/news/resident-zoom-guide.pdf>

**7:00 p.m. Call Meeting to Order**

**Zoom Meeting Link: <https://zoom.us/j/3560716045>**

**Zoom Meeting Call-In: 1-929-205-6099 (Meeting ID 3560716045)**

- 1. COVID-19 Updates**
- 2. Public Comment**

### **Action Items**

- 3. Please consider ratifying the appointment of the Public Works Director as recommended by the Town Administrator and approve a contract for same**
- 4. Please consider changing the premium cost share for retiree health insurance effective July 1, 2020**
- 5. Please consider the current status of the FY21 Operating Budget to recommend to the Annual Town Meeting**
- 6. Please consider authorizing a Professional Engineering Services Agreement for the Town Center Wastewater Master Plan Study**
- 7. Please consider approval of the request by the Cactus and Succulent Society of Massachusetts to hold a Cactus and Succulent Plant Sale on the Town Hill from 7 AM until 5 PM on Saturday, September 12, 2020.**
- 8. Please consider Proclaiming May 3-9 Children's Mental Health Week**

**Discussion Items**

9. Please discuss the status of the budget for the construction of the Holbrook Street Wellfield
10. Please discuss a draft of the annual town meeting warrant
11. Please discuss expansion of the Metacomet Emergency Communications Center

**Report of Warrants**

12. The following warrants have been signed:

- 4/07/2020 41V20 \$32,874.06 (CW)
- 4/10/2020 20P20 and 20PS20 \$785,290.28 (CW)
- 4/14/2020 42VS20 \$59,791.98 (CW)
- 4/14/2020 42V20 \$332,324.71 (CW)

**Approve Minutes**

13. Please consider approval of the minutes

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

**ADJOURNMENT**



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**Blythe C. Robinson, Town Administrator**



# TOWN OF NORFOLK

## SELECT BOARD

ONE LIBERTY LANE  
NORFOLK, MASSACHUSETTS

Blythe C. Robinson  
Town Administrator

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

April 16, 2020

MEMO TO: Select Board  
From: Blythe C. Robinson, Town Administrator  
RE: **Agenda Background – April 21, 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. COVID-19 Updates
2. Public Comment
3. Please consider ratifying the appointment of the Public Works Director as recommended by the Town Administrator and approve a contract for same

At Tuesday's meeting I am looking forward to having Blair Crane, our current DPW Superintendent join the meeting as he is my recommendation to be the next DPW Director for the Town. Included in your packet is Blair's letter of interest and resume, as well the contract we propose to offer him. After much consideration I've decided to recommend Blair, because I think his background and experience make him the best candidate to lead this department into the future. It must be noted that both he and Barry Lariviere have strengths that are beneficial to the Town, and that this has been a tough decision. My reasons for choosing Blair are many. He has held the role of a DPW Director in another community, he brings a wealth of experience to many of the responsibilities of DPW including construction, budgeting, road work, transfer station operations, cemeteries, parks and grounds, personnel and snow & ice operations. What sets him apart is his strong leadership skills and management of people. As we have reduced the budget in DPW for next year, it is important to have a director that has the ability to motivate and manage the workforce, and at the same time work collaboratively with our other departments and the public. I believe he has these qualities, and has the background and experience to improve the operations of the department and service level to the community.

Also included in your packet is the proposed contract for the position that would be effective April 27, 2020 through June 30, 2023. The proposed salary is well within the range discussed with the Board, and the benefits afforded to the position are on par with our other non-union department heads. I would also point out that with the Superintendent position eliminated from the FY21 budget, the Director will be assuming more responsibility for day to day operations of the department than the previous Director, including being on site and working during winter storm events. Blair will be participating in the meeting to answer any questions you'd like to ask prior to voting on his appointment.

**MOVE** that the Board ratify the recommendation of the Town Administrator to appoint Blair Crane to the position of DPW Director and authorize a contract for the position as proposed.

4. Please consider changing the premium cost share for retiree health insurance effective July 1, 2020

This item has been placed on the agenda to ask the Board to consider a change in the premium cost share for both current and future retirees. After polling you individually there does appear to be majority consensus that a smaller change in the premium cost share for retirees than first presented would be acceptable. We haven't adjusted the budget for this, however we have updated the spreadsheet to show you what a 5%, 10% and 15% change look like and the annual impact to those currently retired. As a suggestion the Board could consider increasing the retiree share from 35% to 40% for those already retired, and changing it from 35% to 50% for those who have not yet retired. If the Board reaches consensus on a 5% change for existing retirees, the reduction would bring the overall budget increase for FY21 to 2.33%. I would also point out that our actuaries have indicated a 5% change in current retiree premiums would result in a \$1.8 million reduction in our overall OPEB liability.

I would also like to note that we've made a number of other reductions in the Town budget prior to considering this change, including elimination of positions, reductions in COLA for non-union employees, pared down expenses in a number of departments (schools, Library, DPW, fire department, etc.) to a budget increase that is the lowest it's been since FY17. A 5% change for existing retirees will equate to about \$16/month for the majority of people, and will have a lasting impact on costs to the Town overall.

**MOVE** that the Board vote to amend the premium cost share for retiree health insurance by changing the contribution for existing retirees from 35% to 40%, and for future retirees from 35% to 50%, both effective July 1, 2020.

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

The budget document included in your packet is the same version provided to the Board at the last meeting. At that meeting the Board indicated an interest in waiting an additional two weeks to see if there was new information to know what revenue losses to adjust for. Those have not come forth, and we've received no indication when they will. In the meantime, enclosed please find a memo that Todd Lindmark and I have put together

outlining what we are doing in the last quarter of FY20 to limit expenses, the revenue sources to monitor going forward, what revenue changes would trigger reductions in the FY21 budget, and the steps we would take to reduce the budget as needed.

**MOVE** that the Board approve an overall budget increase for FY21 of 2.43%, pending any other new information that may impact this figure prior to the annual town meeting.

6. Please consider authorizing a Professional Engineering Services Agreement for the Town Center Wastewater Master Plan Study

Earlier this year the Town was awarded a \$224,000 State Housing Choice grant to conduct a town center wastewater master plan study. This grant was awarded for the purpose of determining the capacity of the plant and options to support possible changes to the B-1 district the Town has been working on. The scope of work was put out to the market in a Request for Proposals, and Woodard and Curran were selected due to their expertise in this area, the fact that they already perform work in Town for the prison and they have specialized experience operating a small package plant similar to ours. Staff recommends approval of this contract.

**MOVE** that the Board approve a contract with Woodard & Curran to conduct the Town Center Wastewater Master Plan Study.

7. Please consider approval of the request by the Cactus and Succulent Society of Massachusetts to hold a Cactus and Succulent Plant Sale on the Town Hill from 7 AM until 5 PM on Saturday, September 12, 2020

This group has applied to hold their annual plant sale on Town Hill in mid-September. The various departments have signed off on it and we recommend approval. Copies of their application and our follow up is included in your packet.

**MOVE** that the Board approve the request by the Cactus and Succulent Society of Massachusetts to hold a Cactus and Succulent Plant Sale on the Town Hill from 7 AM - 5 PM on Saturday, September 12, 2020.

8. Please consider Proclaiming May 3-9 Children's Mental Health Week

Included in your packet is an email from the Parent/Professional Advocacy League who advocates for improved access to mental health services for children. They're asking the Town to proclaim the first full week of May as Children's Mental Health week. We've drafted the proclamation that they sent for your consideration. We've looked into lighting up a portion of Town Hill in green as they've suggested and while we can do that, we would need to procure colored lights to replace what is there.

**MOVE** that the Board proclaim May 3 – 9, 2020 as Children's Mental Health Week in Norfolk and execute a proclamation for this purpose.

9. Please discuss the status of the budget for the construction of the Holbrook Street wellfield

Included in your packet are two memos from Ryan Allgrove of Environmental Partners regarding the status of this project and the need to appropriate additional funding to ensure we have a sufficient contingency to complete this work. In summary, this project has taken far longer than was initially anticipated to complete, and at the time it was developed, no provisions were made for escalation in construction costs were made because it was anticipated to be done within a year. Now two years later in 2020 we know that escalation was worth approximately 8% in this time period, the requirements by DEP have changed in some ways, and some aspects of the project components have seen even higher increases. If bid today, the base bid is projected to come in for exactly the amount of funding we have remaining. Thus, we are recommending that the annual town meeting budget for the project be increased by \$173,000 in capital, and the source of funds for this be retained earnings. The goal will be to spend very little of these funds, but to have them on hand should they be needed either to execute a contract, or address any unforeseen conditions that may result.

Also included in your packet is a background memo on the steps and dollar amounts that the Town has spent in the last five years to develop this water source. It also includes estimates on what the Town might need spend if we didn't develop this well field and had to buy water from Wrentham (for which we have an agreement to do so), and the cost of running water main to interconnect with the source in Millis. The engineers and DPW have value engineered some changes and they propose some alternates during the bid process, he budget developed about 2 1/2 years ago may not be sufficient. Joining us virtually at the meeting will be Ann Marie Petricca and Ryan Allgrove of Environmental Partners to update the board on the status of the project, the budget and what is requested at the annual town meeting.

10. Please discuss a draft of the annual town meeting warrant

In anticipation of town meeting being conducted on June 9<sup>th</sup>, enclosed is an updated version of the warrant which has been reviewed by Town Counsel. The warrant has been shortened by seven articles and now totals 22 items. The items removed were zoning articles submitted by the Planning Board in anticipation of development at the former Southwood hospital. While discussions about that project continue, the Planning Board voted this week to withdraw those articles. There is a new article that has been proposed by the CPC but is not included in this warrant. They met last week voted to support an item to transfer \$50,000 in affordable housing funds for a rental assistance program to be managed by the Affordable Housing Trust. This is an allowed expense as a result of the COVID-19 pandemic. Town Counsel is reviewing this article and I would anticipate asking the Board to open the warrant to add this article at the May 5<sup>th</sup> board meeting.

11. Please discuss amending the Intermunicipal Agreement for the Metacomet Emergency Communications Center

As I have mentioned to you at recent meetings, the MECC has been approached by the Towns of Mendon & Millville, as well as the State 911 Department asking the MECC to consider amending the district to admit these two communities. Included in your packet is

a memo from me providing the Board with an overview of this topic and what it would mean for the Town of Norfolk which I would like to review with you at the meeting.

12. The following warrants have been signed:

- 4/07/2020 41V20 \$32,874.06 (CW)
- 4/10/2020 20P20 and 20PS20 \$785,290.28 (CW)
- 4/14/2020 42VS20 \$59,791.98 (CW)
- 4/14/2020 42V20 \$332,324.71 (CW)

13. Approval of Minutes

**MOVE** that the Board approve the minutes of the March 5, 2020 regular meeting.

12 Fuller Road  
Foxborough, Massachusetts  
02035

March 11, 2020

Blythe Robinson  
Town Administrator  
Town of Norfolk, Massachusetts

Dear Ms Robinson,

Please find the attached copy of my resume in response to your current advertisement for a Public Works Director.

As you will see on my resume, I have extensive experience in the public works career field and as I do enjoy my current position as Superintendent, I would greatly appreciate the opportunity to bring my talents to the Directors position.

I am available for an interview at any time and should you require any further information please do not hesitate to contact me.

Regards,

Blair J Crane

## **Blair J Crane**

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12 Fuller Road  
Foxborough, Ma 02035  
(774) 571-4724  
blaircrane@yahoo.com

### **OBJECTIVE:**

To acquire a DPW Director position within a municipality where strong analytical skills and deep knowledge of the public works field are needed.

### **SUMMARY:**

Highly motivated and detail oriented highway superintendent with excellent management skills and a talent for analyzing infrastructure with expertise in all areas of transportation management. I am seeking to further my career in the public works industry for years to come.

### **WORK EXPERIENCE:**

#### *Town of Norfolk Massachusetts 8/2019 – present*

Superintendent of Highway, Grounds and Solid Waste

Major position functions consist of but not limited to the following:

- To oversee the full time management of Highway, Grounds and Solid Waste divisions with daily input to both Vehicle Maintenance and Water divisions.
- Scope of responsibilities include the frequent interaction with staff, the general public, developers, contractors, engineers, the towns governing body as well as state and local agencies.
- Direction, management and oversight of the towns street maintenance, (paved and unpaved), snow removal operations, irrigation system maintenance, storm water system maintenance, parks, open space maintenance, transfer station operations and recyclable materials processing.
- The recognition and implementation of current and changing processes as well as instituting a better use of the department's resources in serving the public.

#### *Town of Cheshire Massachusetts 4/2017- 8/2019*

DPW Director (Officially listed in the Bi-Laws as Superintendent of Streets) including transfer station operations, cemetery operations, water system improvements and monitoring, facility maintenance of town buildings including the towns elementary school – Complete Streets Committee (Chair) – Cheshire Master Plan Implementation Committee. (Chair) - Tree Warden - Harbormaster – Emergency Management Committee

. Major position functions consist of but not limited to the following:

- Prepared and managed the department's budget: controlled and made expenditures: prepared specifications to purchase equipment and submitted weekly reports to the Board of Selectman regarding the status of departmental operations.
- Reviewed and recommended action to the Board of Selectman on engineering studies, contracts for services and other agreements for roadway, town facility maintenance, water, construction and related projects.
- Established infrastructure priorities for the capital improvement plan and new construction as well as repairs on existing items based on applicable constraints while working closely with engineers, state agencies and town officials.
- Established standard operating procedures and safety methods for all public works operations and ensured that snow and ice control operations, street construction and street maintenance are all performed efficiently and effectively.

- Implemented and ensured the most economic use of town assets and integrated daily methods for efficiency and reliability.
- Administered all Chapter 90 grant and related State/ Federally funded road programs. Worked closely with MassDOT engineers on roadway and bridge projects.

***Lawn Enforcement of Georgia LLC*** 9/2010 – 4/2017 (sold company)

*President and CEO*

- Performed installation of water and sewer for developments and residents requiring extensive reading and understanding of engineered blueprints and construction drawings.
- Worked with clients to ensure on time project completion in a timely manner.
- Developed budgets and worked with managers to smartly procure within their means.

***Dunning Sand and Gravel Co., Inc.*** 9/2002 – 9/2010

*General Manager*

- Worked with engineers to design various new aggregate products such as light weight topsoil used on the roof of the Connecticut Convention center in Hartford, CT for green space credit and specialized sand for the USGA.
- Managed overall business operations including schedules, logistics, maintenance and Fed/State compliance on issues such as occupational safety, transportation and environmental protection.
- Ensured that accounts were kept within set limits financially and briefed ownership as needed.
- Supervised quality control for all products and ensured aggregates were manufactured within ASTM standards.

## **SKILLS AND LICENSURE:**

*Computer Skills:*

Proficient in Windows ,word processing, data entry and spreadsheets  
Ability to read 1,710 words per minute with 70% comprehension

*Mass Drivers License:*

Class AM – Spotless driving record.

Expires 3/28/2023

*Mass Hydraulics License:*

# HY1222345 (2A/1C/4G Certified)

Expires 3/28/2021

*DOT Medical Certification:*

Expires 4/23/2021

## **EDUCATION:**

United States Air Force – Non Commissioned Officer Preparatory school – 1991

United States Air Force – Police Academy – Graduated with honors - 1988

Kearsarge Regional High School – 1986

## **MEMBERSHIPS AND ACCOLADES:**

United States Air Force Veteran

Massachusetts Highway Association

Massachusetts Tree Wardens and Foresters Association

## **PROFESSIONAL REFERENCES:**

Kathy Stevens (413) 717-7640 Cell

MassDOT State Aid Engineer

Lenox, Massachusetts

Bill Droeshn – (413) 329-9195 Cell

Highway Superintendent

Town of Savoy Massachusetts

Francis Willett – (860) 395-9008 Cell

Resident

Cheshire, Massachusetts

**EMPLOYMENT AGREEMENT**  
**BETWEEN**  
**THE TOWN OF NORFOLK SELECT BOARD**  
**AND**  
**Blair Crane**

WHEREAS, it is the desire of the Select Board (the “Board”) of the Town of Norfolk (the “Town”), acting on behalf of the Town, to employ the services of Blair Crane (“Blair”) as Director of Public Works.

WHEREAS, it is the desire of the Board to negotiate for the benefits, establish certain conditions of employment and provide a just means for terminating the Director of Public Works’ services at such time as he may be unable fully to discharge his duties or when the Board may otherwise desire to terminate his employ.

NOW, THEREFORE, be it agreed by Blair Crane and the Board, that the employment relationship between BLAIR CRANE and the Town shall be governed in accordance with the terms and conditions of this agreement (“Agreement”).

**Section 1 – Duties**

The Town hereby agrees to employ said Blair Crane as Director of Public Works of Norfolk to perform, and Blair Crane accepts such employment and agrees to perform, the functions and duties of Director of Public Works and to perform other legally permissible and proper duties and functions as the Board shall from time to time assign. The duties include the administrative control of the Public Works Department for the Town. The DPW Director’s duties shall include but are not limited to the following:

1. Develops sound planning for day-to-day operations; ensures for the efficient and effective use of equipment and personnel.
2. Oversees the maintenance and repair of the Town’s roads, grounds, and parks infrastructure; ensures for the safety and proper working condition of all areas of infrastructure.
3. Assists with the preparation of bid requests, including specifications, quantities, and requirements in accordance with applicable bid procurement laws and regulations, reviews all bid submittals and makes recommendations to the Town Administrator.
4. Oversees, coordinates and solicits equipment rental for snow removal operations.
5. Formulates cost estimates for infrastructure construction projects.
6. Acts as resource for/to all other departments when called upon to review, comment on or advice regarding construction, maintenance and repair of buildings, grounds, subdivisions and other plans and proposals, meets with and directs engineers, architects, and consultants

hired by the Town of Norfolk for road and building design, subdivision plan review, operation of Recycling/Transfer Station, and environmental compliance.

7. Coordinates construction projects, corresponds with utility companies, the public and various Town boards regarding the scheduling of annual construction projects.
8. Ensures construction projects are completed in a timely manner.
9. Assists in the preparation of the department budget, capital outlay and inventory.
10. Reviews site plans for proposed subdivisions.
11. Reviews and inspects new subdivisions to determine street acceptance.
12. Conducts frequent employee evaluations and takes necessary actions to correct deficiencies.
13. Responds to weather and other emergencies that may require service from the Department of Public Works.
14. Assists in the coordination of town-sponsored events such as parades and road races.

It is understood and agreed that Blair Crane will adhere to the State of Massachusetts Conflict of Interest Law.

## **Section 2 – Term**

- A. This Agreement shall become effective April 27, 2020 and shall be in full force and effect until June 30, 2023 (the “Expiration date”). The Agreement shall be subject to Section 2D, and shall be binding on the Town and Blair Crane in each year of duration.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of Blair Crane at any time, pursuant to the provisions of Sections 3A and 3C of this Agreement.
- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Blair Crane to resign at any time from his position with the Town or to elect not to renew this Agreement pursuant to the provisions of Sections 2D and 3B of this Agreement.
- D. The Board shall notify Blair Crane of its decision to renew or not renew this agreement beyond the expiration date. The Board shall give Blair Crane written notice at least six (6) months in advance of the expiration date of his intent to renew or not renew this Agreement. If the Board fails to give such written notice, this Agreement and its terms and conditions shall be extended for an additional six (6) month period.

### **Section 3 – Termination, Suspension, Removal and Severance Pay**

- A. If Blair Crane’s employment is terminated for Good Cause, as defined in Section 3C below, Blair Crane shall not be entitled to any severance pay nor any compensation beyond the date of removal, provided however that Blair Crane shall be compensated for all accrued wages, including accrued but unused vacation time.
- B. In the event Blair Crane voluntarily resigns his position with the Town before expiration of the aforesaid term of his employment, then Blair Crane shall give the Town sixty (60) days’ notice in advance unless the parties otherwise agree. In the event Blair Crane voluntarily resigns he shall be compensated for all earned wages, including accrued but unused vacation time.
- C. The Board may suspend Blair Crane with or without full pay and benefits or terminate Blair Crane’s employment for Good Cause at any time during the term of this Agreement. Good Cause shall be limited to conviction of a felony or moral turpitude, or substantial malfeasance in the performance of his duties as Director of Public Works.

Suspension or Termination: proceedings shall be as follows:

- a. Written notices of intent to suspend or terminate, together with a statement of cause or causes therefore, shall be delivered by registered mail and electronic mail to Blair Crane. The written notice shall state whether the suspension will be paid or unpaid, and the proposed duration of the suspension. Suspension without full pay and benefits shall not exceed a time period longer than the hearing process described in Section 3C subsections b-d below.
- b. Within ten (10) days following receipt of said written notice, Blair Crane shall have the right to request a hearing before the Board which shall be held within fourteen (14) days after such request is received.
- c. At any such hearing, Blair Crane shall have the right to be represented by Counsel, present oral or written evidence and argument, transcribe the hearing, call witnesses and question any witnesses.
- d. Final action shall be taken by the Board within seven (7) days following the date of such hearing or, if no hearing is requested, within seven (7) days after delivery of the written notice.
- e. Blair Crane shall have the right to require that any suspension or termination hearing be held in executive session.
- f. Termination of Blair Crane s employment shall require a majority vote of the full sitting Board with all members physically present at a duly-posted Board meeting.

### **Section 4 – Salary, Hours of Work, and Outside Activities**

Effective April 27, 2020, the Board agrees to pay Blair Crane for his services pursuant to this Agreement an annual salary of \$118,000 payable bi-weekly installments for FY 2020. Blair Crane will be eligible for an increase of \$2,000 effective 6 months from the effective date of this agreement based on the completion of goals to be mutually agreed upon and set forth by The Town Administrator. In each succeeding year, starting July 1<sup>st</sup>, 2021 of this Contract, Blair Crane shall receive the same step and cost of living adjustments as provided to all other non-union employees. Blair Crane agrees to waive his annual salary increase in the event all non-union Town employees receive no pay increase in any given fiscal year.

Blair Crane shall make that waiver in written form to the Selectmen so it can be presented at a public meeting.

- A. The Town Administrator may annually review the base salary of Blair Crane, all increases shall be contingent on a satisfactory performance evaluation using a mutually agreeable performance evaluation instrument (see **Section 8 - Performance Evaluation**).
- B. Blair Crane will pay the same percentage contribution towards health care premiums as set out in the Town's Human Resource Policy or as provided to all other non-union employees, as amended from time to time.
- C. In order to properly respond to the demands of the position, it is understood that Blair Crane shall also attend and participate in board/committee meetings as requested or required unless he is using his accrued vacation time or is excused by the Town Administrator. Blair Crane shall also attend other meetings at which his attendance is necessary for the orderly conduct of the Town's business and operations. Therefore, and to that end, Blair Crane will be allowed the flexibility to reasonably adjust his weekly work schedule as appropriate during said normal office hours provided that the business of Norfolk is not adversely affected.
- D. Except for the performance of occasional writing, teaching and speaking engagements, Blair Crane shall accept no outside employment without approval of the Board.

#### **Section 5 – Automobile**

The Town will make available a vehicle for the use of the DPW Director. The vehicle is to be used to travel to and from home and official business only. The vehicle will not be used out of state unless for official required business.

#### **Section 6 – Authorized Leave**

- A. Blair Crane shall accrue and have credited to his account sick leave at the same rate as set out in the Town's Human Resource Policy.
- B. Blair Crane shall accrue 13.333 hours of paid vacation time each month, reflecting an annual accrual of 160 hours. With the written permission of the Board, or in the event Blair Crane, though no fault of his own, is unable to take all earned vacation during any fiscal year of this Agreement, Blair Crane will be permitted to carry over such unused vacation for use in the succeeding years of this Agreement not to exceed 10 days.
- C. Blair Crane shall be provided with life insurance as set out in the Town's Human Resource Policy.
- D. Blair Crane shall accrue 3 days of personal time per year.
- E. New Year's Day, Christmas Day, Martin Luther king's Birthday, Labor Day, President's Day, Columbus Day, Patriot's Day, Veteran's Day, Memorial Day, Thanksgiving Day and the day after Thanksgiving and Independence Day (twelve paid holidays to be paid to the Director in the same pay period as the holiday).

F. Bereavement leave shall be granted without loss of pay per the Human Resource Policy

### **Section 7 – Expenses**

Subject to Town Meeting appropriation, the Town agrees to budget and pay for professional dues and subscriptions of Blair Crane necessary for his participation in national, state, regional and local associations and organizations, as is necessary and desirable for his continued professional development and for the good of the Town. Subject to Town Meeting appropriation, the Town also agrees to budget and pay for reasonable travel, tuition and subsistence expenses for Blair Crane for professional and official travel, meetings and occasions required by the duties of his office or for the professional development and education of the Director of Public Works, said expenditures to be subject to the approval of the Town Administrator. Town agrees to provide Blair Crane with a smart phone for 24-hour response.

### **Section 8 – Performance Evaluation**

- A. The Town Administrator shall review and evaluate Blair Crane at least once annually during the term of this Agreement. This evaluation shall be based on goals and objectives developed jointly by the Board and Blair Crane. Further, the Town Administrator may provide Blair Crane with a summary written statement of the findings of the Town Administrator and provide an adequate opportunity for Blair Crane to discuss his evaluation with the Town Administrator.
- B. Annually, the Town Administrator, in conjunction with Blair Crane, shall define such goals and objectives which they determine necessary for the proper operation of the Town and in the attainment of the Town Administrator's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing.

### **Section 9 – Indemnification**

- A. The Town shall defend, save harmless and indemnify Blair Crane against any tort, professional liability, civil claim or demand, or other legal action, whether groundless or otherwise made by any third party arising out of an alleged act or omission occurring in the performance of his duties as Director of Public Works, even if said claim has been made following his termination from employment, provided that Blair Crane acted within the scope of his duties. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Director of Public Works.
- B. The Town shall reimburse Blair Crane for any attorneys' fees and costs incurred by Blair Crane in connection with such claims or suits naming Blair Crane in his individual capacity provided he did not commit any violations of law or violate the state's Conflict of Interest regulations.
- C. This section shall survive the termination of this Agreement.

## **Section 10 – Residence**

Blair Crane shall maintain a domicile that is in Norfolk or in a town within a 25 mile radius of Norfolk's border. This section is subject to amendment by the mutual agreement of the parties.

## **Section 11 – Retirement**

The Director of Public Works will participate in the Norfolk County Retirement System.

## **Section 12 – General Provisions**

- A. The text herein shall constitute the entire agreement between the parties with regard to the matters set forth herein. There are no other understandings or agreements, verbal or otherwise, in relation thereto, between the parties except as expressly set forth herein. This Agreement may be amended or modified only by a written instrument executed by the parties hereto or by their successors and assigns.
- B. All provisions of the Town's General Bylaws, and the regulations, policies and practices of the Town relating to vacation and sick leave, retirements and pensions, contributions, holidays and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Blair Crane as they would to other employees of the Town in addition to the benefits enumerated in this Agreement specifically for the benefit of the Director of Public Works. In the event of any conflicts, the provisions of this Agreement shall prevail.
- C. For the purposes of the United States Fair Labor Standards Act, Blair Crane shall be considered an exempt employee.
- D. This Agreement shall be deemed effective as of April 27, 2020.
- E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- F. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Director of Public Works.
- G. This Agreement is entered into in the Commonwealth of Massachusetts and shall be construed and interpreted in accordance with its laws.
- H. The Board shall appropriate the necessary funding for this Agreement and is subject to Town Meeting appropriation.
- I. This Agreement may be amended at any time by mutual written consent of the parties, except as otherwise provided for herein.
- J. The Town will provide Blair Crane with a smart phone for 24-hour response for work related emergencies.

K. Unless explicitly stated within this contract, the rules within the Town’s Human Resource Policy shall be in full force.

**Section 13 – Notices**

Notices pursuant to this Agreement shall be made as follows:

Town: c/o Chair of the Select Board  
Town of Norfolk  
One Liberty Lane  
Norfolk, MA 02056

Director of Public Works:

Blair Crane  
12 Fuller Rd.  
#5  
Foxborough MA. 02035

**Section 14 – No Reduction in Benefits**

The Town shall not at any time during the term of this Agreement reduce the salary, compensation, or other benefits of the Director of Public Works, except to the degree that all managers under Contract Agreement agree to postpone their increase in a budget year because of important budget issues, Blair Crane will also postpone his. The above salary schedule will be adjusted accordingly.

The Select Board of the Town of Norfolk and Blair Crane have caused this Agreement to be signed and executed this 21st day of April, 2020.

The Town of Norfolk,  
By its Select Board

\_\_\_\_\_  
Kevin Kalkut, Chair

\_\_\_\_\_  
Blair Crane

\_\_\_\_\_  
Christopher Wider, Vice-Chair

\_\_\_\_\_  
Carolyn Van Tine, Clerk

**Retiree Health Plan Cost Comparison - Premium Share Change**

4/2/2020

Health Plan	Plan Type	Total Cost/Month	Enrolled	Current Town/ Employee Split	Number of Retirees	Retiree Premium Share Options						
						35% Cost/Month	40% Cost/Month	45% Cost/Month	50% Cost/Month	40% Diff. Annually	45% Diff. Annually	50% Diff. Annually
Medex BlueMedcare Full Pay	Individual	\$ 325	123	65/35%	123	\$113.80	\$130.06	\$146.32	\$162.58	\$195.09	\$390.18	\$585.27
Health Plan	Plan Type	Cost	Active Enrolled	Town/ Employee Split	Number of Retirees							
BCBS HMO NE Benchmark 2	Family	\$ 2,393	61	65/35%	4	\$837.43	\$957.06	\$1,076.70	\$1,196.33	\$1,435.60	\$2,871.19	\$4,306.79
	Individ +1	\$ 1,710	34	65/35%	3	598.39	683.87	769.36	854.84	1,025.81	2,051.62	3,077.42
	Individual	\$ 855	65	65/35%	7	299.19	341.93	384.67	427.42	512.90	1,025.80	1,538.69

**Total # Retiree Plans**

**137**



# TOWN OF NORFOLK

## SELECT BOARD

ONE LIBERTY LANE  
NORFOLK, MASSACHUSETTS

Blythe C. Robinson  
Town Administrator

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

April 16, 2020

MEMO TO: Select Board

FROM: Blythe C. Robinson, Town Administrator

RE: **FY21 Proposed Budget Reduction Strategies**

In December, 2019 prior to the COVID-19 pandemic, staff modeled what level of budget the Town could sustain in FY21 with assumptions about various revenues and fixed costs. Those assumptions indicated an overall budget increase of 3.07%. Since that time much has changed, with some assumptions being met and others not. At the request of the Board, all Town departments presented their budget requests in early February, and modeled the impact of either a level funded budget or a modified level service budget could look like in FY21. In response to actual information for various costs, a review of revenues and an overall desire of the Board to limit the increase in the budget for FY21, the current recommended budget stands at a 2.43% increase. This budget could be reduced to 2.33% predicated on a change in premium cost share for retiree health which is on the Board's agenda for action on April 21<sup>st</sup>.

The COVID-19 pandemic has had a significant impact on our everyday lives, and at least in the near term on the state and national economy. The purpose of this memo is to outline what we are doing about this from a budgetary standpoint today, and what we would do going forward.

The first step is to limit expenses through the rest of FY20 to bolster free cash:

- Freeze hiring for all but essential positions. Current openings include a F/T DPW Highway position and part-time IT technician position
- Eliminate any discretionary expenses
- Norfolk Schools – renegotiated their bus contract due to current lack of transportation of students, no expenses for substitute teachers
- Discuss limited furloughs for positions that are unable to perform work remotely
- Tracking COVID-19 related expenses as 75% are eligible for federal reimbursement

To prepare for FY21, I would caution the Board that at this point we don't have a clear picture of revenue shortfalls, and what the lasting impact of this pandemic will be. The message delivered during the State's economic roundtable on April 14<sup>th</sup> was that the financial impacts to state, federal and international economies are potentially staggering, but there is a lack of clarity as to whether the overall recovery will be quick and significant or multi-year and slow. I propose that the time to

make such adjustments will be when we know two important factors, the amount of any reductions in state aid and grants, and certification of new growth by the DLS. At the time this memo was completed, we have received no guidance on either one. At that point we'll be in a better position to know how much budgets need to be reduced. We will also continue to monitor other local receipts, and variances to the receipt of real estate and personal property taxes (excise tax is typically billed in February).

The following revenue sources need to be monitored for FY21 to determine whether or not expenses need to be reduced. Those include:

- Real Estate Taxes
  - 50% of real estate taxes are paid by mortgage companies. The Town may experience delays in some payments from other borrowers. In those cases, we can offer payment plans to assist those who seek such
  - New growth – the State DOR certifies new growth as of June 30<sup>th</sup> for the next fiscal year. At present we have no reason to believe this number will affect the FY21 budget because it is growth we've been capturing throughout this current year. Depending on the economy this is far more likely to impact the FY22 budget
  - Personal property may be affected if businesses close, currently speculative and rather difficult to determine impact
  - Excise tax – we have level funded this for a number of years. As owners can't renew a registration taxes paid, this source may be affected but not significantly
- State aid:
  - Lottery Aid – no changes are known at this time, though overall lottery sales are down. The State could eliminate the proposed 2.8% increase or possibly more
  - Chapter 70 aid – no changes have been identified at this time
  - The House has not yet acted on the FY21 budget, and we don't know when that will take place, which impacts the timing of the Senate version and the final proposed to the Governor, this past year the budget wasn't adopted until July
- Local Receipts – the following accounts could be impacted in a down economy:
  - Transfer Station – this revenue source may go up as people seek less expensive alternatives to private collection
  - Building Permits – we haven't seen any measurable change, and anticipate that several major projects are still moving forward. Historically there is not an immediate impact on this revenue source
  - Meals tax revenue – as of March 31<sup>st</sup> we've received about 75% of this revenue for FY20. Whether this source needs to be reduced in FY21 will depend on restaurants ability to reopen and or patronage is reduced overall
  - MECC budget – the anticipated addition of two communities will provide State grant funding that will eliminate the need to fund this budget, at a savings of \$380,000 in FY21 and additional savings will be available over the next couple of years

Should revenues drop from the various sources listed above, budget reductions will be required. At the February 8<sup>th</sup> budget workshop, we identified and have reduced a number of expense accounts to the point that there is little opportunity for further reductions and still maintain services at this time. As most fixed costs can't be altered, budget adjustments will need to

come from a reduction in personnel. Once we have a clearer picture of the amount we need to reduce, the following options are available:

- Develop a list of possible positions to eliminate while maintaining essential core Town services both for the Town and Norfolk Schools
- Consider reductions in hours of some positions as a means of reducing budgets in order to retain staffing levels
- Meet with Town and school employee unions to explain the shortfall and options to close the gap, and discuss wage concessions to make up some or all of the shortfall
- If positions are to be eliminated, calculate the savings in benefit costs with the impact of increased unemployment costs
- Reducing non-union salary increases to equal concessions by employee unions

I would also point out that history has shown us that the impact on the Town's budget usually takes about a year from when a recession starts to reduced revenue for the community (2008 recession impacted the Town's FY10 budget). Attempting to negotiate reductions with our bargaining units before knowing what reductions are required is unlikely to be fruitful.

I would like to point out that we have taken the budgeting process very seriously and of note the last several years budget increases were at 5.01% (FY18), 4.90% (FY19) and 4.61% (FY20) For the current FY21 budget we have considered the current economic situation and have presented a budget at an overall increase of just 2.43% (or slightly lower with adjustment for retiree healthcare) a reduction of about fifty percent (50%).

I fully appreciate the anxiety that this pandemic has created, especially as we have no recent experience to measure it against in terms of its future impact. I would suggest that until the factors above are known, it is best to wait to act. At that time, we will take the necessary steps to realign the budget to those levels, while seeking to maintain the level of town and school services that our residents expect.



# TOWN OF NORFOLK FY21 BUDGET

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
1	REVENUE BUDGET	2
2	BUDGET DRIVERS	3
3	EMPLOYEE BENEFITS	4
4	EXCLUDED DEBT	5
5	DEBT	6
6	SUMMARY BUDGET	7-10
7	WATER ENTERPRISE BUDGET	11
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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
	<b>Reserve for Abatements</b>	(\$75,000)	(\$125,000)	(\$125,000)	(\$125,000)
	<b>Total Levy Base</b>	\$28,592,154	\$29,922,297	\$31,256,469	\$32,641,006
	<b>Local Estimated Receipts:</b>				
	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	\$310,000
	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	\$470,000
Miscellaneous Recurring	\$27,000	\$27,000	\$25,000	\$25,000	
Miscellaneous Non - Recurring	\$90,000	\$90,000	\$250,000	\$250,000	
<b>Total Estimated Receipts</b>	\$3,659,500	\$3,772,000	\$4,041,000	\$4,150,000	
<b>Cherry Sheet:</b>					
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	
<b>Total Education - State Aid</b>	\$3,428,346	\$3,428,871	\$3,455,606	\$3,562,355	
<b>General Government</b>					
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	
<b>Total General Government - State Aid</b>	\$1,187,007	\$1,276,053	\$1,321,572	\$1,372,924	
<b>Cherry Sheet Revenue Total</b>	\$4,615,353	\$4,704,924	\$4,777,178	\$4,935,279	
Cherry Sheet Assessments	(\$468,979)	(\$444,132)	(\$498,098)	(\$659,600)	
<b>Net Cherry Sheet Total</b>	\$4,146,374	\$4,260,792	\$4,279,080	\$4,275,679	
<b>Total Operating Revenue</b>	\$36,398,028	\$37,955,089	\$39,576,549	\$41,066,685	
<b>Other Sources:</b>					
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	\$124,679	
<b>Total Other Sources</b>	\$325,000	\$405,000	\$233,197	\$124,679	
<b>Total Non-Exclud Budget Sources</b>	\$36,723,028	\$38,360,089	\$39,809,746	\$41,191,364	
		\$1,372,303	\$1,637,061	\$1,449,657	\$1,381,618

# TOWN OF NORFOLK - Recommended Budget

## Budget Summary

<u>General Revenue</u>						
<u>Revenue</u>	<u>FY18</u>	<u>FY 19</u>	<u>FY 20</u>	<u>FY 21</u>	<u>Difference</u>	<u>%</u>
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	\$4,150,000	\$109,000	2.70%
Non Recurring Revenues	\$325,000	\$405,000	\$233,197	\$124,679	(\$108,518)	-46.53%
<b>Total Available (Non Excluded)</b>	<b>\$36,723,028</b>	<b>\$38,360,089</b>	<b>\$39,809,746</b>	<b>\$41,191,364</b>		
<u>Fixed Costs</u>						
	<u>FY18</u>	<u>FY 19</u>	<u>FY 20</u>	<u>FY 21</u>	<u>Difference</u>	<u>%</u>
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	\$2,444,000	\$89,810	3.81%
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	\$427,281	\$7,663	1.83%
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%
<b>Total</b>	<b>\$7,067,149</b>	<b>\$7,218,811</b>	<b>\$7,133,099</b>	<b>\$7,541,354</b>		
<u>Discretionary Costs</u>						
	<u>FY 18</u>	<u>FY 19</u>	<u>FY 20</u>	<u>FY 21</u>	<u>Difference</u>	<u>%</u>
Norfolk Elementary	\$11,831,222	\$12,263,361	\$12,753,837	\$13,285,384	\$531,547	4.17%
General Government	\$2,073,668	\$2,251,261	\$2,294,408	\$2,335,175	\$40,767	1.78%
{Facilities Maintenance}	\$595,822	\$863,426	\$1,058,663	\$1,134,004	\$75,341	7.12%
Public Safety	\$4,943,336	\$5,233,809	\$5,576,854	\$5,782,275	\$205,421	3.68%
Public Works - Operations	\$1,268,203	\$1,273,684	\$1,395,266	\$1,347,846	(\$47,420)	-3.40%
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	\$783,452	\$12,683	1.65%
<b>Total</b>	<b>\$29,674,985</b>	<b>\$31,240,002</b>	<b>\$32,702,078</b>	<b>\$33,650,010</b>		

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	\$2,444,000	\$89,810	3.81%
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>\$5,221,197</u>	<u>\$268,162</u>	<u>5.41%</u>

**Excluded Debt**  
 FY 21

		FY17	FY18	FY19	FY20	FY21
<b>Excluded Debt Revenue</b>	<b>Debt Exclusions</b>					
	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
	<b>Total Debt Exclusions</b>	<b>\$2,420,300</b>	<b>\$2,353,684</b>	<b>\$2,738,654</b>	<b>\$3,092,001</b>	<b>\$2,795,195</b>

<b>Excluded Debt Budget</b>	<b>Debt Exclusions</b>					
	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
	<b>Total Debt Exclusions</b>	<b>\$2,420,300</b>	<b>\$2,353,684</b>	<b>\$2,738,654</b>	<b>\$3,092,001</b>	<b>\$2,795,195</b>

<b>Date of Issue</b>	<b>Purpose</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
<b>General Fund Non-Exempt</b>					
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
<b>Total Non-Exempt Debt</b>		<b>566,758.42</b>	<b>455,875.48</b>	<b>348,471.99</b>	<b>284,463.90</b>
<b>General Fund Exempt Debt</b>					
		<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
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
<b>Total Exempt Debt</b>		<b>2,270,656.53</b>	<b>2,201,644.75</b>	<b>2,148,170.75</b>	<b>2,067,196.75</b>
<b>Water Debt</b>					
		<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
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
<b>Total Water Debt</b>		<b>556,563.55</b>	<b>539,387.68</b>	<b>523,829.00</b>	<b>453,239.00</b>
<b>Total All Debt</b>		<b>3,393,978.50</b>	<b>3,196,907.91</b>	<b>3,020,471.74</b>	<b>2,804,899.65</b>

## Town of Norfolk - Fiscal 2021 General Fund Budget

		FY 20 Budget	FY 21 Requested	Change	%
<b>GENERAL GOVERNMENT</b>					
<b>Selectmen/Town Admin.</b>	Salary	\$270,000	\$292,395		
	Expense	\$31,600	\$28,400		
	<b>Total</b>	<b>\$301,600</b>	<b>\$320,795</b>	\$19,195	6.4%
<b>Advisory</b>	Salary	\$6,000	\$6,000		
	Expense	\$7,000	\$7,000		
	<b>Sub Total</b>	<b>\$13,000</b>	<b>\$13,000</b>		
	Reserve Fund	\$50,000	\$50,000		
	<b>Advisory Board Total</b>	<b>\$63,000</b>	<b>\$63,000</b>	\$0	0.0%
<b>Municipal Finance</b>	Salary	\$636,204	\$647,767		
<b>Board of Assessors</b>	Expense	\$158,081	\$159,350		
	Audit	\$36,000	\$35,000		
	Assessors Valuation	\$6,000	\$7,000		
	Assessors Expense	\$2,000	\$2,000		
	<b>Total</b>	<b>\$838,285</b>	<b>\$851,117</b>	\$12,832	1.5%
<b>Town Counsel</b>	Expense	\$90,000	\$90,000		
	<b>Total</b>	<b>\$90,000</b>	<b>\$90,000</b>	\$0	0.0%
<b>Human Resources</b>	Salary	\$107,138	\$110,352		
	Expense	\$1,000	\$750		
	<b>Total</b>	<b>\$108,138</b>	<b>\$111,102</b>	\$2,964	2.7%
<b>Information Technology</b>	Salary	\$123,461	\$101,707		
	Expenses	\$96,862	\$99,767		
	<b>Total</b>	<b>\$220,323</b>	<b>\$201,474</b>	(\$18,849)	-8.6%
<b>Tax Title/Foreclosure</b>	Expense	\$15,000	\$15,000		
	<b>Total</b>	<b>\$15,000</b>	<b>\$15,000</b>	\$0	0.0%
<b>Facilities Management</b>	Salary	\$260,779	\$270,014		
	Expense	\$797,884	\$863,990		
	<b>Total</b>	<b>\$1,058,663</b>	<b>\$1,134,004</b>	\$75,341	7.1%
<b>(INFORMATIONAL)</b>					
	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	\$275,350	\$83,000	43.2%
	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%
	<b>Sub-Total</b>	<b>\$797,884</b>	<b>\$863,990</b>	\$66,106	8.3%
<b>Town Clerk</b>	Salary	\$133,389	\$138,678		
<b>Elections</b>	Expense	\$29,340	\$29,500		
<b>Voter Registration</b>	<b>Total</b>	<b>\$162,729</b>	<b>\$168,178</b>	\$5,449	3.3%
<b>Land Use Department</b>	Salary	\$270,584	\$287,926		
	Expense	\$17,850	\$29,850		
<b>Planning Board</b>	Expense	\$20,000	\$0		
	<b>Total</b>	<b>\$308,434</b>	<b>\$317,776</b>	\$9,342	3.0%

<b>Town Reports</b>	Expense	\$2,000	\$1,500		
	Total	<b>\$2,000</b>	<b>\$1,500</b>	(\$500)	<b>-25.0%</b>
<b>GENERAL GOVERNMENT</b>		<b>\$3,168,172</b>	<b>\$3,273,946</b>	<b>\$105,774</b>	<b>3.3%</b>
<b>PUBLIC SAFETY</b>					
<b>Police</b>	Salary	\$2,686,821	\$2,751,528		
	Expense	\$173,350	\$174,450		
	Total	<b>\$2,860,171</b>	<b>\$2,925,978</b>	\$65,807	<b>2.3%</b>
<b>Fire &amp; Ambulance</b>	Salary	\$1,715,590	\$1,912,158		
	Expense	\$131,200	\$105,700		
	Total	<b>\$1,846,790</b>	<b>\$2,017,858</b>	\$171,068	<b>9.3%</b>
<b>Ambulance Billing</b>	Expense	\$25,000	\$10,000		
	Total	<b>\$25,000</b>	<b>\$10,000</b>	(\$15,000)	<b>-60.0%</b>
<b>Building Dept</b>	Salary	\$356,141	\$353,122		
	Expense	\$13,200	\$13,200		
	Total	<b>\$369,341</b>	<b>\$366,322</b>	(\$3,019)	<b>-0.8%</b>
<b>Weights &amp; Measures</b>	Salary				
	Expense	\$1,000	\$1,000		
	Total	<b>\$1,000</b>	<b>\$1,000</b>	\$0	<b>0.0%</b>
<b>Emergency Management</b>	Salary	\$700	\$700		
	Expense	\$900	\$900		
	Total	<b>\$1,600</b>	<b>\$1,600</b>	\$0	<b>0.0%</b>
<b>Animal Inspector</b>	Salary	\$2,593	\$2,671		
	Expense	\$2,505	\$200		
	Total	<b>\$5,098</b>	<b>\$2,871</b>	(\$2,227)	<b>-43.7%</b>
<b>Animal Control</b>	Salary	\$70,720	\$68,549		
	Expense	\$8,000	\$7,533		
	Total	<b>\$78,720</b>	<b>\$76,082</b>	(\$2,638)	<b>-3.4%</b>
<b>MECC - Assessment</b>	Salary	\$0	\$0		
	Regional	\$389,134	\$380,564		
	Expense	\$0	\$0		
	Total	<b>\$389,134</b>	<b>\$380,564</b>	(\$8,570)	<b>-2.2%</b>
<b>Total Public Safety</b>		<b>\$5,576,854</b>	<b>\$5,782,275</b>	<b>\$205,421</b>	<b>3.7%</b>
<b>EDUCATION</b>					
	<b>Norfolk Elementary</b>	<b>\$12,753,837</b>	<b>\$13,285,384</b>	\$531,547	<b>4.2%</b>
	<b>King Philip Regional (Operating)</b>	<b>\$8,852,281</b>	<b>\$8,981,874</b>	\$129,593	<b>1.5%</b>
	<b>King Philip Regional (Stabilization Transfer)</b>				
	<b>Norfolk Agricultural School</b>	<b>\$21,500</b>	<b>\$14,000</b>	(\$7,500)	<b>-34.9%</b>
	<b>Tri-County</b>	<b>\$360,053</b>	<b>\$362,201</b>	\$2,148	<b>0.6%</b>
<b>Total Education</b>		<b>\$21,987,671</b>	<b>\$22,643,459</b>	<b>\$655,788</b>	<b>3.0%</b>
<b>PUBLIC WORKS</b>					
<b>DPW Administration</b>	Salary	\$206,609	\$144,060		
	Expense	\$72,072	\$63,480		
	Total	<b>\$278,681</b>	<b>\$207,540</b>	(\$71,141)	<b>-25.5%</b>
<b>Highway</b>	Salary	\$287,205	\$296,775		
	Expense	\$149,500	\$179,300		
	Total	<b>\$436,705</b>	<b>\$476,075</b>	\$39,370	<b>9.0%</b>

Vehicle Maintenance	Salary	\$156,861	\$135,534		
	Expense	\$162,711	\$157,000		
	<b>Total</b>	<b>\$319,572</b>	<b>\$292,534</b>	(\$27,038)	-8.5%
Grounds Municipal	Salary	\$270,067	\$278,450		
	Expense	\$52,150	\$59,650		
	<b>Total</b>	<b>\$322,217</b>	<b>\$338,100</b>	\$15,883	4.9%
Grounds - Cemetery	Salary	\$24,073	\$20,997		
	Expense	\$10,000	\$10,100		
	<b>Total</b>	<b>\$34,073</b>	<b>\$31,097</b>	(\$2,976)	-8.7%
Custodian of Veteran Graves	Salary				
	Expense	\$4,018	\$2,500		
	<b>Total</b>	<b>\$4,018</b>	<b>\$2,500</b>	(\$1,518)	-37.8%
<b>Sub-Total Public Works</b>		<b>\$1,395,266</b>	<b>\$1,347,846</b>	<b>(\$47,420)</b>	<b>-3.4%</b>
<b>SHARED/FIXED COSTS (Administered by DPW)</b>					
Road Program	<b>Total</b>	<b>\$1</b>	<b>\$1</b>	<b>\$0</b>	<b>0.0%</b>
Non - Appropriated Funds Road Program (Chapter 90)		<b>\$389,773</b>			
Landfill	Expense	\$98,210	\$97,900		
	<b>Total</b>	<b>\$98,210</b>	<b>\$97,900</b>	(\$310)	-0.3%
Snow & Ice	Expense	\$250,000	\$250,000		
	<b>Total</b>	<b>\$250,000</b>	<b>\$250,000</b>	\$0	0.0%
Street Lighting	Expense	\$5,700	\$5,700		
	<b>Total</b>	<b>\$5,700</b>	<b>\$5,700</b>	\$0	0.0%
Town Vehicle Fuel	Expense	\$87,046	\$96,823		
	<b>Total</b>	<b>\$87,046</b>	<b>\$96,823</b>	\$9,777	11.2%
<b>Total Shared / Fixed Costs</b>		<b>\$440,957</b>	<b>\$450,424</b>	<b>\$9,467</b>	<b>2.1%</b>
<b>Transfer Station</b>					
Transfer Station	Salary	\$252,216	\$238,571		
	Expense	\$167,402	\$188,710		
	<b>Total</b>	<b>\$419,618</b>	<b>\$427,281</b>	\$7,663	1.8%
<b>Total Transfer Station</b>		<b>\$419,618</b>	<b>\$427,281</b>	<b>\$7,663</b>	<b>1.8%</b>
<b>Total Public Works</b>		<b>\$2,255,841</b>	<b>\$2,225,551</b>	<b>(\$30,290)</b>	<b>-1.3%</b>
<b>HUMAN SERVICES</b>					
Board of Health	Salary				
	Expense	\$18,875	\$18,875		
	<b>Total</b>	<b>\$18,875</b>	<b>\$18,875</b>	\$0	0.0%
Special Programs	SNCARC	\$4,025	\$4,025		
	<b>Total</b>	<b>\$4,025</b>	<b>\$4,025</b>	\$0	0.0%
Council on Aging	Salary	\$167,799	\$174,651		
	Expense	\$10,000	\$8,482		
	<b>Total</b>	<b>\$177,799</b>	<b>\$183,133</b>	\$5,334	3.0%
Veteran's Services	Salary	\$7,200	\$7,200		
	Expense	\$27,000	\$32,000		
	<b>Total</b>	<b>\$34,200</b>	<b>\$39,200</b>	\$5,000	14.6%
<b>Total Human Services</b>		<b>\$234,899</b>	<b>\$245,233</b>	<b>\$10,334</b>	<b>4.4%</b>

<b>CULTURE AND RECREATION</b>					
<b>Library</b>	Salary	\$463,101	\$469,995		
	Expense	\$174,467	\$176,700		
	<b>Total</b>	<b>\$637,568</b>	<b>\$646,695</b>	\$9,127	1.4%
<b>Recreation</b>	Salary	\$127,826	\$131,732		
	Expense	\$2,375	\$2,375		
	<b>Total</b>	<b>\$130,201</b>	<b>\$134,107</b>	\$3,906	3.0%
<b>Historical Commission</b>	Expense	\$2,500	\$2,000		
	<b>Total</b>	<b>\$2,500</b>	<b>\$2,000</b>	(\$500)	-20.0%
<b>Memorial Day</b>	Expense	\$500	\$650		
	<b>Total</b>	<b>\$500</b>	<b>\$650</b>	\$150	30.0%
<b>Total Culture &amp; Rec.</b>		<b>\$770,769</b>	<b>\$783,452</b>	\$12,683	1.6%
<b>FIXED COSTS</b>					
	Employee Benefits	\$4,953,035	\$5,221,197	\$268,162	5.4%
	Building/Liability Insurance	\$375,000	\$386,250	\$11,250	3.0%
<b>Total Fixed Costs</b>		<b>\$5,328,035</b>	<b>\$5,607,447</b>	\$279,412	5.2%
<b>DEBT SERVICE</b>					
	Non - Exempt Debt Service	\$512,935	\$630,000	\$117,065	22.8%
<b>Total Local Debt Service</b>		<b>\$512,935</b>	<b>\$630,000</b>	<b>\$117,065</b>	<b>22.8%</b>
<b>TOTAL OPERATING BUDGET WITHOUT EXEMPT DE</b>		<b>\$39,835,176</b>	<b>\$41,191,363</b>	<b>\$1,356,187</b>	
<b>EXEMPT DEBT</b>					
	<b>Local</b>	<b>\$2,452,101</b>	<b>\$2,201,646</b>		
	<b>King Philip</b>	<b>\$639,900</b>	<b>\$593,549</b>		
	<b>Total - Exempt Debt</b>	<b>\$3,092,001</b>	<b>\$2,795,195</b>		
	<b>Grand Total</b>	<b>\$42,943,757</b>	<b>\$43,986,559</b>	<b>\$1,042,802</b>	<b>2.43%</b>
<b>REVENUES</b>					
	Municipal Tax Revenue		\$32,641,006		
	Local Receipts		\$4,150,000		
	State Aid		\$4,275,679		
	Debt Exclusion		\$2,795,195		
	Other Sources		\$124,679		
	<b>Total Operating Budget Sources</b>		<b>\$43,986,559</b>		
<b>Surplus / (Deficit)</b>				<b>\$0</b>	

<b>TOWN OF NORFOLK - WATER DEPARTMENT BUDGET</b>			
	<b>FY2020</b>	<b>FY2021</b>	
		<b>Requested</b>	
<b>Salaries</b>	310,119	306,870	<b>(3,249)</b>
<b>Expenses</b>	165,506	196,550	31,044
<b>Engineering &amp; Contract Services</b>	316,500	370,420	53,920
<b>Water Purchase</b>	33,662	30,000	<b>(3,662)</b>
<b>Fuel &amp; Utilities</b>	96,035	92,650	<b>(3,385)</b>
<b>Indirect Costs</b>	184,330	190,134	5,804
<b>Indirect Costs - Technology</b>	7,500	7,500	0
<b>Unforeseen Expenses</b>	50,000	50,000	0
<b>Sub Total (Salaries &amp; Expenses)</b>	<b>1,163,652</b>	<b>1,244,124</b>	<b>80,472</b>
<b>Debt Service</b>	580,367	539,390	<b>(40,977)</b>
<b>Total (including Debt)</b>	<b>1,744,019</b>	<b>1,783,514</b>	<b>39,495</b>

<b>TOWN OF NORFOLK</b>				
<b>Waste Water Treatment Facility - Town Cent</b>	<b>FY2020</b>	<b>FY2021</b>	<b>INCREASE</b>	
		<b>Requested</b>	<b>(DECREASE)</b>	<b>COMMENTS</b>
<b>SALARIES</b>	10,000	12,772	2,772	
<b>EXPENSES</b>				
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	
<b>TOTAL SALARIES &amp; EXPENSES</b>	<b>150,000</b>	<b>156,267</b>	<b>6,267</b>	

**TOWN OF NORFOLK, MASSACHUSETTS  
PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF NORFOLK, MA  
AND  
WOODARD & CURRAN, INC.  
FOR A  
NORFOLK TOWN CENTER WASTEWATER MASTER PLAN STUDY  
APRIL 2020**

This Contract is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Town of Norfolk, Massachusetts, with an address of Norfolk Town Hall, \_\_\_\_\_, Norfolk, MA 02056, acting by the Norfolk Select Board (hereinafter the "Town"), and Woodard & Curran, Inc., a corporation organized under the laws of the State of Maine, with a principal office located at 41 Hutchins Drive, Portland, ME 04102 (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

In consideration of the obligations herein contained, the Engineer shall provide professional consulting engineering services for the Norfolk Town Center Wastewater Master Plan Study, as set forth in the Request for Proposals for the Procurement of Proposal for Professional Engineering Services Wastewater Master Plan for Norfolk Center Wastewater District, issued by the Select Board of the Town of Norfolk, Massachusetts, which is incorporated herein by reference, and attached as Exhibit 1.

2. Standard of Care

The Engineer shall exercise due care and diligence in the rendering 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 commence as of the date set forth in the first line of the first paragraph above and shall end on or before June 2021. In the sole discretion of the Town, the term of this Contract may be extended for one (1) or two (2) one (1)-year renewal periods.

4. Incorporation of the RFP/Order of Priority of Contract Documents

The provisions of the RFP and the Engineer's Proposal are incorporated herein by reference. In the event of any conflict among the Contract Documents, the

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Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the RFP (if any)
Fourth Priority:	RFP
Fifth Priority:	Engineer's Proposal.

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 Proposal, a copy of which is attached hereto and incorporated by reference.

This Contract is a fixed price or fixed rate contract of a not to exceed \$240,000 and therefore miscellaneous expenditures associated with the Engineer's work 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.

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 all services rendered.

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 contractor or companies other than those originally proposed in the Engineer's response to the Town's RFP, the Engineer shall take such measures only with the

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APRIL 2020**

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, 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.

No payment by the Town to the Engineer 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 Engineer.

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 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 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 in their entirety herein.

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APRIL 2020**

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, \$1,000,000 each occurrence and \$2,000,000 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, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Professional Liability Insurance, \$1,000,000 each claim/\$2,000,000 aggregate limit. If written on a claims-made basis, each such policy shall remain in effect for at least six (6) years following the termination of this Contract.
- e. 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.
- f. 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.
- g. 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 Engineer will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Norfolk Town Administrator,

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APRIL 2020**

Norfolk Town Hall, 13 East Central Street, Norfolk, MA 01760 before such cancellation or amendment shall take place.”

- h. 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 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.
  - i. The Engineer 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.
  - j. 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 insurer, and does not have a current Best’s rating of A or better.
  - k. 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 for all damage to Town property of any nature arising out of the Engineer's work. To the fullest extent permitted by law, the Engineer shall indemnify 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 Engineer of its obligations under this Contract or the willful or negligent act or omission of the Engineer, 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 Engineer under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Norfolk statute,

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FOR A  
NORFOLK TOWN CENTER WASTEWATER MASTER PLAN STUDY  
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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, 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 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 area of work which is the subject matter of this Contract and that it is familiar with all conditions of the RFP and of this Contract, including without limitation all subsurface and subsoil areas within the area of work. 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.

12. Performance Bond

DELETED – NOT APPLICABLE.

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13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Engineer Status

The Engineer 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 Engineer 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 Engineer 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 Engineer is prohibited on Town 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 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 Smokefree 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.

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17. [INTENTIONALLY OMITTED.]

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 performance. The parties expressly agree that COVID-19 is such a force majeure event.

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 shall no longer be under any obligation to tender performance, including payment, under the terms of this

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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.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Engineer.

In the event of termination the Engineer 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 performance due from the Engineer 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.

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20. Notices

Except as otherwise provided in this Contract, each notice 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.

If to the Town:           Blythe C. Robinson, Town Administrator  
Norfolk Town Hall  
Norfolk, MA 01

With a copy to:           Peter L. Mello, Esq.  
Murphy, Hesse, Toomey & Lehane, LLP  
300 Crown Colony Drive, Suite 410  
Quincy, MA 02169

If to the Engineer:

Rosemary T. Blacquier, Senior Client Manager  
Woodard & Curran, Inc.  
980 Washington Street  
Dedham, MA 02026

21. License

The Town shall have unlimited rights, for the benefit of the Town, in all drawings, designs, specifications, notes and other work developed in the performance of this Contract, including the right to use same on any other project of the Town, without additional cost to the Town; and with respect thereto, the Engineer agrees and hereby grants to the Town an irrevocable royalty-free and nonexclusive license to all such data, which he may cover by copyright, and to all designs as to which he may assert any rights or establish any claim under any patent or copyright laws. The Engineer shall obtain similar irrevocable royalty-free nonexclusive licenses from the Engineer's consultants consistent with this Contract.

22. Miscellaneous Provisions

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- a. Any action at law or suit in equity instituted by the Engineer 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 Middlesex 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 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 performance 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.
- 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 performance 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.

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- h. By entering into this Contract, the Engineer certifies under penalties of perjury that its Proposal 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 contractors, 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, 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 Proposal documents, 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,

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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 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 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.
- 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.

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The Town of Norfolk, Massachusetts

By: WOODARD & CURRAN INC.TOWN

By: the Norfolk Select Board



Thomas F. Hazlett, PE – Senior Vice President

Kevin Kalkut  
Chair

Signature

Christopher Wider  
Vice Chair

Signature

Carolyn Van Tine  
Clerk

Signature

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**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 Select Board is authorized to execute this Contract and to approve all requisitions and execute change orders.

\_\_\_\_\_  
Comptroller, Town of Norfolk

Dated: \_\_\_\_\_

**APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:**

\_\_\_\_\_, Esq.

Dated: \_\_\_\_\_

CERTIFICATE OF VOTE

I, Bruce Nicholson, hereby certify that I am the duly qualified and acting Secretary of Woodard & Curran, Inc. and I further certify that at a meeting of the Directors of said Corporation duly called and held on January 22, 2020, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

Thomas F. Hazlett III, Senior Vice President;  
(Name) (Title)

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 8th day of April, 2020 and has not been changed or modified in any respect.

  
\_\_\_\_\_  
Signature

Bruce Nicholson  
\_\_\_\_\_  
Printed Name

Corporate Secretary  
\_\_\_\_\_  
Printed Title

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



## **EXHIBIT 1 - SCOPE OF SERVICES**

The following Scope of Services will be provided under this Agreement:

### **PHASE I — REVIEW AND EVALUATION OF EXISTING CONDITIONS, NEEDS ANALYSIS, FLOWS AND LOADS, AND ALTERNATIVES ANALYSIS**

#### **TASK 1.0 MEETINGS, PROJECT ADMINISTRATION, AND PROJECT MANAGEMENT**

- Prepare project work plan and health and safety plan.
- Prepare for and attend a kickoff meeting with the Town.
- Coordinate and communicate with regulatory agencies during the course of the project.
- Provide continuous communication with the Town throughout the evaluation.
- Conduct quality assurance and quality control to ensure the quality of the project deliverables.

#### **TASK 2.0 DELINEATE AND CONFIRM PROJECT LIMITS**

- Coordinate with the Town to confirm the limits of the Norfolk Town Center Wastewater Needs Area (Project Area). Thought will be given to age of development and systems, lot size, preservation of environmental resources, zoning and geographic location within Town.
- Review/finalize sewerage limits/extent.
- Develop GIS map of the Project Area.
- Create a data set of the parcels included within the Project Area.

#### **TASK 3.0 DEVELOP FLOWS AND LOADS**

Woodard & Curran will confirm existing and develop future wastewater flow and organic loading conditions for buildout of the Project Area. Wastewater flow projections will be developed using sewage flows based on the number of properties and/or build-out projections provided by the Town. A breakdown of the wastewater flows will be presented identifying residential, commercial, industrial, institutional, and infiltration/inflow flows. These flows will be further delineated geographically in the planning area. The estimates will be based on available water supply records adjusted for consumption and other losses. Where water data is unavailable, Massachusetts Title 5 design flow criteria will be applied, using the Town's available Zoning information. An estimate of per capita and per household wastewater flow will be generated.

#### **TASK 4.0 WWTF CONDITION ASSESSMENT**

##### 4.1 Data Review and Analysis

- Collect and review existing data and records for the existing WWTF, including but not limited to engineering reports, record drawings, groundwater discharge permit, and plant data, influent flow, organic load, operation data/record, etc. (All data to be provided by the Town)
- Review WWTF Discharge Monitoring Reports (DMRs) and existing sewer service area.
- Confirm effluent discharge limitations and identify any possible future changes to discharge permit requirements.
- Develop a WWTF equipment inventory to prepare for condition assessment field inspection.



- Assess treatment unit/process capacity of the existing facility.
- Review WWTF effluent requirements based on existing permit conditions.
- Determine the available capacity, if any, for the existing WWTF based on MassDEP guidelines, existing flows and loads developed in Task 3.0 and existing groundwater discharge permit.

#### 4.2 Field Inspection, Meetings and Assessment of Existing WWTF

- Meet with plant operator(s) to gain a full understanding of the facility operation conditions/processes, issues and challenges.
- Perform a field inspection of the existing WWTF to gather information and data on all major equipment and observe WWTF conditions and operations.
- Perform condition assessment of the WWTF equipment inventory and develop improvement need list based on risk of failure and criticality of the equipment impact to facility performance to meet existing permit requirements. The assessment includes:
  - Condition of the existing process equipment.
  - Condition of the WWTF Buildings.
  - WWTF's electrical infrastructure including switch gear, MCCs, and power transmission network.
  - WWTF's automation needs.
- Evaluate treatment unit/process performance of the existing plant.

### **TASK 5.0 EVALUATE POTENTIAL WASTEWATER ALTERNATIVES**

Using the information developed in the previous Tasks, Woodard & Curran will evaluate the following Alternatives:

Alternative 1: Do Nothing - This Alternative assumes the Town continues to operate and maintain the existing WWTF under the existing permit. Woodard & Curran will review the results of the previous Tasks to determine the full potential of the existing WWTF as well as develop any cost upgrades necessary to maintain existing operations and prepare capital and operating cost estimates.

Alternative 2: Potential Expansion of Existing WWTF - This Alternative will develop a WWTF expansion Alternative at the existing WWTF and expand the groundwater discharge permit to handle the Project Area buildout flows developed in Task 3.0. Woodard & Curran will estimate plant effluent requirements based on existing and future potential permit requirements.

Alternative 3: New WWTF - This Alternative looks the option of siting, designing and constructing a new WWTF somewhere in the vicinity of the Town Center to handle the Project Area buildout flows developed in the Task 3.0. Woodard & Curran will estimate plant effluent requirements based on existing and future potential permit requirements.

Alternative 4: State/Municipal Agreement to Send Flow to the MCI Norfolk WWTF - This Alternative looks at the option of forging a state/municipal agreement to send the Project Area buildout flows developed in the Task 3.0 to the MCI Norfolk WWTF. Woodard & Curran will coordinate open discussions with Department of Corrections (DOC) on the potential to forge an agreement between the Town and state. If discussions with DOC suggest that this is a viable option, this Alternative will include an evaluation of needed infrastructure to convey wastewater flow to the MCI Norfolk WWTF.



For each Alternative, Woodard & Curran will:

- Develop sketches of proposed modifications and conceptual plans for new wastewater infrastructure.
- Prepare capital and operating costs.
- Identify potential funding sources including grants and low interest loans from various federal (i.e. USDA rural development fund) and state agencies (i.e. SRF loan).

Woodard & Curran will develop a screening analysis for the four Alternatives, which will consider the conceptual location of the Alternative/site needs, expected process performance (as applicable), ease of operation, impacts to existing operations, permitting and institutional arrangement requirements, flexibility/reliability of critical processes, cost benefit analysis, and advantages and disadvantages. Screening results will be compiled into Alternatives Screening Tables documenting the analysis.

Woodard & Curran will meet with the Town to discuss the results of the Alternatives screening in order to come to an agreement on choosing a recommended Alternative to move forward with in the following Tasks. This selected Alternative will continue forward in the Draft and Final Report.

#### **TASK 6.0 SUMMARY MEMORANDUM**

The deliverable for Phase I will be a Summary Memorandum with the results of all Phase I Tasks. A Draft Memorandum will be presented to the Town for review and comment. After Town review and acceptance, a meeting with MassDEP Central Region will be scheduled to determine the merits of the Project. Applicable comments will be incorporated in the Phase II document.

### **PHASE II – PRELIMINARY DESIGN OF RECOMMENDED ALTERNATIVE**

#### **TASK 1.0 MEETINGS, PROJECT ADMINISTRATION, AND PROJECT MANAGEMENT**

- Coordinate and communicate with regulatory agencies during the course of the project.
- Provide continuous communication with the Town throughout the evaluation.
- Conduct quality assurance and quality control to ensure the quality of the project deliverables.

#### **TASK 2.0 PRELIMINARY WORK ON SELECTED ALTERNATIVE**

- Review existing documents (e.g. CWRMP/FEIR and Town analysis).
- Compile/organize all existing mapping and data (provided by Town).
- Conduct an initial field visit.
- Review existing contours (provided by Town) to confirm siting and sizing of proposed infrastructure.
- Confirm size of gravity interceptors, pump station(s), and force mains, if appropriate per Phase I selected Alternative.
- Confirm size of WWTF, if appropriate per Phase I selected Alternative.
- Create base map using GIS provided by Town and existing as-builts.
- Add existing sewer to base map.
- Preliminary plan views of proposed infrastructure.
- Draft proposed system layout.



- Research and identify potential permits and approvals required for selected Alternative.

### **TASK 3.0 DEVELOP OPINION OF PROBABLE CONSTRUCTION AND SOFT COSTS FOR SELECTED ALTERNATIVE**

- Complete quantity take-offs.
- Update unit prices from similar projects.
- Develop overall total project cost.

### **TASK 4.0 SUMMARY MEMORANDUM - DRAFT RECOMMENDED PLAN**

The deliverable for Phase II will be a Summary Memorandum and Draft Recommended Plan for the recommended Alternative. The report and be provided to the Town for review and comment. Once all reviews and comments are addressed, Phase III will commence with the development of the Final Report.

## **PHASE III — FINAL NORFOLK TOWN CENTER WASTEWATER MASTER PLAN**

### **TASK 1.0 PREPARE WASTEWATER MASTER PLAN (WMP)**

- Combine the Summary Memorandums from Phases I and II to Prepare draft WMP report including figures and preliminary plans.
- Review with Town.
- Incorporate Town comments.
- Finalize WMP report.

## **PHASE IV — MEETINGS**

This phase is ongoing throughout Phases I, II, and III of the project and may include the following at the Town's direction and as budget supports:

- Meetings with the B-1 Zoning Committee
- Meetings with property owners
- Meetings with the general public
- Meetings with the Town

## **COMPENSATION**

The compensation for the above listed Scope of Services shall be a lump sum fee of not to exceed \$224,000. The fee will not be exceeded without the prior approval of the Client. Any additional services that may be requested by the Client will be provided as an amendment to this scope. The Engineer will submit monthly invoices for the services completed during the previous billing period.



## **SCHEDULE**

The Scope of Services will begin upon written authorization to proceed. The duration of the project and final schedule will be dependent on regulatory review and comments issued and is estimated to be fully complete by June 2021.

## **VALUE ADDED SERVICES**

Woodard & Curran has not included the following services in the Scope of Work and budget. Woodard & Curran can provide these additional services at your request under a contract amendment:

- Federal, state or local permitting services, including Town BOH and DEP;
- Construction documents
- Condition Assessment of existing collection system infrastructure
- Survey or subsurface explorations

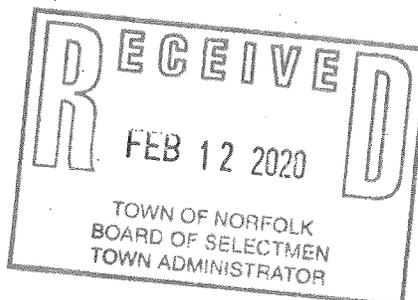


Commonwealth of Massachusetts  
**DEPARTMENT OF HOUSING &  
COMMUNITY DEVELOPMENT**

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Janelle Chan, Undersecretary

February 3, 2020

Ms. Blythe Robinson  
Town of Norfolk  
1 Liberty Lane  
Norfolk, MA 02056-1499



**RE: FY 2020 Housing Choice Initiative Program Contract**

Dear Ms. Robinson:

Attached please find a signed and executed copy of the above-mentioned contract.

Please keep this copy in your agency's files.

If you have any questions, please call me at 617-573-1407.

Sincerely,

Julissa Tavarez  
Contract Manager  
DCS/DHCD

JT/DLM/dlm

Attachment

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the **Standard Contract Form Instructions, Contractor Certifications and Commonwealth Terms and Conditions** which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

<b>CONTRACTOR LEGAL NAME:</b> Town of Norfolk (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Department of Housing & Community Development <b>MMARS Department Code:</b> OCD	
<b>Legal Address: (W-9, W-4):</b> 1 Liberty LN, Norfolk, MA 02056 - 1499		<b>Business Mailing Address:</b> 100 Cambridge Street, Boston, MA 02114	
<b>Contract Manager:</b> Blythe Robinson	<b>Phone:</b> (508) 440-2807	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> brobinson@norfolk.ma.us	<b>Fax:</b>	<b>Contract Manager:</b> Julissa Tavarez	<b>Phone:</b> 617-573-1407
<b>Contractor Vendor Code:</b> VC6000191909		<b>E-Mail:</b> <a href="mailto:Julissa.Tavarez@mass.gov">Julissa.Tavarez@mass.gov</a>	<b>Fax:</b> 617-573-1460
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD 001 (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> SCOCD321020820660000 <b>RFR/Procurement or Other ID Number:</b> HCIP NOFA	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
<b>COMPENSATION: (Check ONE option):</b> The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <b>new</b> total if Contract is being amended). \$ 224,000_____.			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) FY 2020 Housing Choice Funds will be used for creation of a wastewater master plan for Norfolk Center, in accordance with the attached scope of services, workplan, and budget.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. ___ 2. may be incurred as of _____, 20____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of <u>11/15</u> , 2019____, a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>6/30</u> , 20 <u>21</u> ____, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>Blythe Robinson</u> Date: <u>1/9/2020</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Blythe Robinson</u> Print Title: <u>Town Administrator</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: <u>Janelle Chan</u> Date: <u>1/31/2020</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Janelle Chan</u> Print Title: <u>Undersecretary</u>	



# FY 2020 Housing Choice Initiative Capital Grant Workplan and Budget

<b>Name of Municipality</b> Include name of Subcontractor if applicable	<b>Program Manager</b> <b>Name, phone and email</b> <i>Include name and contact information of person preparing report if different from project manager</i>
Town of Norfolk 1 Liberty Lane Norfolk, MA 02056	Name: Richard J. McCarthy, Jr. Phone: 508-440-2807 Email: rmccarthy@norfolk.ma.us

<b>Project Description</b> <i>Brief Summary of Project</i>
The Norfolk Town Center waste water master study will address the Town's wastewater disposal needs and provide a short and long-term wastewater management plan for the Town.

<b>Project Tasks</b>	<b>Cost by Task</b>
<b>Phase I</b>	
Meetings, Project Administration, and Project Management	\$15,000
Delineate and Confirm Project Limits	\$6,400
Develop Flows and Loads	\$11,000
WWTF Condition Assessment	\$22,000
Evaluate Potential Wastewater Alternatives	\$43,000
Summary Memorandum	\$14,600
<b>Phase II</b>	
Meetings, Project Administration, and Project Management	\$10,000
Preliminary Work on Selected Alternative	\$31,000
Develop Opinion of Probable Construction and Soft Costs for Selected Alternative	\$13,000
Summary Memorandum – Draft Recommended Plan	\$16,000
<b>Phase III</b>	
Prepare Wastewater Master Plan	\$20,000
<b>Phase IV</b>	
Meetings	\$22,000
<b>TOTAL</b>	<b>\$224,000</b>

(add additional rows as necessary)



## COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of the Standard Contract Form these Commonwealth Terms and Conditions will be incorporated by reference. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

**1. Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, the effective start date of performance under a Contract shall be the later of the date the Contract was executed by an authorized signatory of the Contractor, the date the Contract was executed by an authorized signatory of the Department, the date specified in the Contract, or the date of any approvals required by law or regulation.

**2. Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. c. 29, § 26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. c. 7A, § 3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

**3. Contractor Payment Mechanism.** All Contractors will be paid using the Comptroller's payment system unless a different payment mechanism is required. The Contractor shall timely submit invoices and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System shall be used only for Individual Contractors who have been determined to be Contract Employees as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

**4. Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen

public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

**5. Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

**6. Confidentiality.** The Contractor shall comply with M.G.L. c. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to, the Department's public records, documents, files, software, equipment or systems.

**7. Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of six (6) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

**8. Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. c. 106, § 9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

**9. Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

**10. Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability,



## COMMONWEALTH TERMS AND CONDITIONS

handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

**11. Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

**12. Waivers.** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

**13. Risk Of Loss.** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract, until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

**14. Forum, Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

**15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.** Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law; provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1 of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

**IN WITNESS WHEREOF, the Contractor certifies under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory signing the Standard Contract Form.**



# STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

## INSTRUCTIONS

The following Instructions, Contractor Certifications and the applicable Commonwealth Terms and Conditions are incorporated by reference into an executed Standard Contract Form. Instructions are provided to assist with completion of the Standard Contract Form. Additional terms are incorporated by reference. Links to legal citations are to unofficial versions and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Please note that not all applicable laws have been cited.

**Contractor Legal Name (and D/B/A):** Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

**Contractor Legal Address:** Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for a Contract Employee).

**Contractor Contract Manager:** Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

**Contractor E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address will meet any written legal notice requirements.

**Contractor Vendor Code:** The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

**Vendor Code Address ID:** (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

**Commonwealth Department Name:** Enter the full Department name with the authority to obligate funds encumbered for the Contract.

**Commonwealth MMARS Alpha Department Code:** Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

**Department Business Mailing Address:** Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager

(with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address for the Contract Manager will meet any requirements for legal notice.

**Department Billing Address:** Enter the Billing Address or e-mail address if invoices must be sent to a different location. Billing, confirmation of delivery or performance issues should be resolved through the listed Contract Managers.

**Department Contract Manager:** Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

**Department E-Mail Address/Phone/Fax:** Enter the e-mail address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address will meet any requirements for written notice under the Contract.

**MMARS Document ID(s):** Enter the MMARS 20-character encumbrance transaction number associated with this Contract, which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Document IDs.

**RFR/Procurement or Other ID Number or Name:** Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference or tracking number for this Contract or Amendment which will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

## NEW CONTRACTS (left side of Form):

**Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)**

**Procurement Or Exception Type:** Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See the Office of the Comptroller Guidance for Vendors Policies (State Finance Law and General Requirements, Acquisition Policy and Fixed Assets) and the Operational Services Division Conducting Best Value Procurements Handbook for details.

**Statewide Contract (OSD or an OSD-designated Department).** Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

**Collective Purchase approved by OSD.** Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

**Department Procurement.** Check this option for a Department contract procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If this is a multi-Department user Contract, state that multi-Department use is allowable in the section labeled "Brief Description."

**Emergency Contract.** Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government, the provision of necessary or mandated services, or where the health, welfare or safety of clients or other persons or serious damage to property is threatened.

**Contract Employee.** Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status



# STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

**Other Procurement Exception.** Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, a prohibition or other circumstance that exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

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## CONTRACT AMENDMENT (Right Side of Form)

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Complete this section for any Contract being renewed, amended, or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract Document IDs, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) See "Amendments, Suspensions, and Termination Policy."

**Enter Current Contract End Date:** Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

**Enter Amendment Amount:** Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if there is no change.

**Amendment Type:** Identify the type of Amendment being made. Documentation supporting the updates to performance and budget must be attached.

**Amendment to Date, Scope or Budget.** Check this option when renewing a Contract or executing an Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

**Interim Contracts.** Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

**Contract Employee.** Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

**Other Procurement Exception.** Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract; an existing legal obligation; a prohibition or other circumstance that exempts or prohibits a Contract from being

competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach Supporting documentation to explain and justify the exemption and whether Contractor selection has been publically posted.

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## COMMONWEALTH TERMS AND CONDITIONS

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Identify which version of the Commonwealth Terms and Conditions is incorporated by reference into this Contract: the Commonwealth Terms and Conditions (TC) or the Commonwealth Terms and Conditions for Human and Social Services (TC-HHS). The Comptroller Expenditure Classification Handbook identifies the applicable Commonwealth Terms and Conditions based upon the object code for the contract.

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## COMPENSATION

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Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both. Specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

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## PROMPT PAY DISCOUNTS

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Payments are processed within a 45 day payment cycle through EFT, in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under M.G.L. c. 29, § 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank, please identify that the Contractor agrees to the standard 45 day cycle, a statutory/legal exemption such as Ready Payments (M.G.L. c. 29, § 23A), or only an initial accelerated payment for reimbursements or startup costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle, in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in the Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.



# STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

## BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access the procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

## ANTICIPATED START DATE

The Department and Contractor must certify when obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to the fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations are incurred by the Contractor prior to the Effective Date, which the Department has either requested, accepted, or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under the same encumbrance and object codes as the Contract payments. Performance dates are subject to M.G.L. c. 4, § 9.

## CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to M.G.L. c. 4, § 9.

## CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION

See Comptroller policies entitled "Department Head Signature Authorization" and "Contractor Authorized Signatory Listing" for guidance.

**Authorizing Signature for Contractor/Date:** The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a **Contractor Authorized Signatory Listing** may be required by the Department if not already on file. **Electronic or digital signatures are not authorized at this time.**

**Contractor Name /Title:** The Contractor Authorized Signatory's name and title must appear legibly as it appears on the **Contractor Authorized Signatory Listing**.

**Authorizing Signature For Commonwealth/Date:** The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

**Department Name /Title:** Legibly enter Authorized Signatory's name and title.

## CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein.

**Commonwealth and Contractor Ownership Rights.** The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

**Qualifications.** The Contractor certifies that it is qualified and shall at all times remain qualified to perform this Contract, and that performance shall be timely and meet or exceed industry standards for the performance required, which includes obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

**Laws and Regulations Prohibiting Discrimination and Human Trafficking.** Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting



# STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

discrimination, human trafficking, and forced labor, including but not limited to Chapter 178 of the Acts of 2011.

**Business Ethics and Fraud, Waste and Abuse Prevention.** The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

**Collusion.** The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud, or unfair trade practices with any other person, and that any actions to avoid or frustrate fair and open competition are prohibited by law and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

**Public Records and Access.** The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and M.G.L. c. 11, §12 for six (6) years beginning on the first day after the final payment under this Contract or such longer period as necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 CMR 32.00.

**Debarment.** The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including Executive Order 147; M.G.L. c. 29, § 29F; M.G.L. c. 30, § 39R; M.G.L. c. 149 §§ 27C, 44C and 148B; and M.G.L. c. 152, § 25C.

**Applicable Laws.** The Contractor shall comply with all applicable state laws and regulations including, but not limited to, the Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under M.G.L. c. 66A; and the Massachusetts Constitution Article XVIII, if applicable.

**Invoices.** The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15 for performance made and received (goods delivered, services completed) prior to June 30, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15 or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of an estimated payment releases the Commonwealth from further claims for these invoices. **If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty of up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.**

**Payments Subject To Appropriation.** Pursuant to M.G.L. c. 29 §§ 26, 27 and 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by M.G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

**Intercept.** Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to M.G.L. c. 7A, § 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

**Tax Law Compliance.** The Contractor certifies under the pains and penalties of perjury: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to, M.G.L. c. 62C, § 49A, reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due, reporting of employees and contractors under M.G.L. c. 62E, withholding and remitting child support including M.G.L. c. 119A, § 12, TIR 05-11, New Independent Contractor Provisions and applicable TIRs.

**Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts.** The Contractor certifies it has not been in bankruptcy or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

**Federal Anti-Lobbying and Other Federal Requirements.** If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC § 1352; other federal requirements; Federal Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

**Protection of Commonwealth Data, Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and



# STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

information under M.G.L. c. 93H and c. 66A and other applicable state and federal privacy requirements. The Contractor shall comply with M.G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (TSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation of compliance during the Contract. The Contractor shall immediately notify the Department in the event of any security breach, including the unauthorized access, disbursement, use or disposal of personal data or information and, in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including, but not limited to, damages under M.G.L. c. 214, § 3B.

For all Contracts involving the Contractor's access to personal information, as defined in M.G.L. c. 93H, and personal data, as defined in M.G.L. c. 66A, or access to Department systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor: (1) has read M.G.L. c. 93H and c. 66A and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (TSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all Departments, including all offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (TSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that

the Commonwealth may exercise any and all contractual rights and remedies, including, without limitation, indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including, and without limitation, those imposed pursuant to M.G.L. c. 93H and under M.G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

**Corporate and Business Filings and Reports.** The Contractor certifies compliance with all certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments related to its conduct of business in the Commonwealth, and with relevant requirements of its incorporating state (or foreign entity).

**Employer Requirements.** Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to M.G.L. c. 7, § 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; M.G.L. c. 149 (Labor and Industries); M.G.L. c. 150A (Labor Relations); M.G.L. c. 151 and 454 CMR 27.00 (Minimum Wage); M.G.L. c. 151A (Employment and Training); M.G.L. c. 151B (Unlawful Discrimination); M.G.L. c. 151E (Business Discrimination); M.G.L. c. 152 (Workers' Compensation); M.G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28, the Federal Family and Medical Leave Act and M.G.L. c. 175M (Family and Medical Leave).

**Federal And State Laws And Regulations Prohibiting Discrimination.** Contractors certify compliance with applicable state and federal anti-discrimination laws, including but not limited to the Federal Equal Employment (EEO) Laws; the Americans with Disabilities Act; 42 U.S.C. § 12101, et seq., the Rehabilitation Act, 29 USC § 794; 29 USC § 701; 29 USC § 623; the 42 USC c. 45; (Federal Fair Housing Act); M.G.L. c. 151B (Unlawful Discrimination); M.G.L. c. 151E (Business Discrimination); the Public Accommodations Law M.G.L. c. 272, § 92A; M.G.L. c. 272, §§ 98 and 98A, Massachusetts Constitution Article CXIV and M.G.L. c. 93, § 103; 47 USC § 255 (Telecommunication Act); M.G.L. c. 149, § 105D, M.G.L. c. 151C, M.G.L. c. 272 §§ 92A, 98 and 98A, and M.G.L. c. 111, § 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and resources.

**Small Business Purchasing Program (SBPP).** A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](http://www.commbuys.com) and with acceptance of the terms of the SBPP participation agreement.

**Limitation of Liability.** Contracts may not use the following limitation of liability language unless approved by legal staff at the Office of the Comptroller or Operational Services Division. The term "other damages" in Section 11 of the Commonwealth Terms and Conditions, "Indemnification," shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, that this in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the



# STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms in this Clarification may not be modified.

**Northern Ireland Certification.** Pursuant to M.G.L. c. 7, § 22C, for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland or if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

**Pandemic, Disaster or Emergency Performance.** In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**Attorneys.** Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to M.G.L. c. 30, § 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

**Subcontractor Performance.** The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

## EXECUTIVE ORDERS

For covered Executive Departments, the Contractor certifies compliance with applicable Massachusetts Executive Orders including, but not limited to, the specific orders listed below. A breach during the period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

**Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts.** For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils,

bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, they shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

**Executive Order 130. Anti-Boycott.** The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by M.G.L. c. 151E, § 2. If there is a breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth may rescind this Contract. As used herein, an affiliated company shall be a business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

**Executive Order 346. Hiring of State Employees By State Contractors.** Contractor certifies compliance with both the conflict of interest law, including M.G.L. c. 268A, § 5(f) and this order, which includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, of a state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

**Executive Order 444. Disclosure of Family Relationships With Other State Employees.** Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family as well as persons related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

**Executive Orders 523, 526 and 565. Executive Order 523** (Establishing the Massachusetts Small Business Purchasing Program.). **Executive Order 526** (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). **Executive Order 565** (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to



## STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

comply with any Applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to M.G.L. c. 7 § 61(s). These provisions shall be enforced through the contracting Department, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

## Settlement & Release Statement of Expenses

Agency/ City/ Town Name:

Town of Norfolk

Insert Start Date Here:

11/15/2019

Insert latest signature Date here:

1/31/2020

List expenses with amounts and total:

0



COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May  
2004



CONTRACTOR LEGAL NAME : Town of Norfolk  
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191909

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures.  
It is recommended that Departments obtain authentication of signature for the signatory  
who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Blythe C Robinson

Title: Town Administrator

X Blythe C Robinson

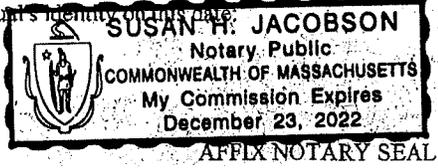
Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, Susan H. Jacobson (NOTARY) as a notary public certify that I witnessed  
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

January 13, 20 20

My commission expires on: 12/23/2022



I, \_\_\_\_\_ (CORPORATE CLERK) certify that I witnessed the  
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's  
authority as an authorized signatory for the Contractor on this date:

\_\_\_\_\_, 20 \_\_\_\_\_

AFFIX CORPORATE SEAL

**ATTACHMENT A**  
**FY 2020 Housing Choice Initiative Program Contract**

**SCOPE OF SERVICES AND  
ADDITIONAL TERMS & CONDITIONS**

**HOUSING CHOICE AWARD PROGRAM NAME:**

**Housing Choice (HC) Capital Grant**

**I. CONTRACT**

The Contractor is responsible for accessing and reviewing the contents of the documents referenced below, as compliance with each is a binding component of this Contract:

- A. This Attachment A is attached to and made a part of the COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM. THE COMMONWEALTH TERMS AND CONDITIONS and the Contractor's Workplan and Budget, as approved by the Department, are attached hereto as Exhibits.
- B. This Attachment A incorporates by reference the Housing Choice Capital Grant Program Application and the Small Town Capital Grant Program Application, as applicable.
- C. This Attachment A, all attached Exhibits and other Attachments, and all documents incorporated by reference herein, are referred to, collectively, as the Contract.
- D. This Contract represents the entire agreement between the Contractor and the Department, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this Contract.
- E. If any term or condition of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

**II. SCOPE OF SERVICES AND COMPLIANCE WITH LAWS**

The Housing Choice Initiative encourages local governments to expand housing production by providing new grants, coordinating technical assistance across various housing agencies, and promoting regulatory innovation. The Housing Choice Initiative rewards municipalities that are producing new housing and have adopted best practices to promote sustainable housing development.

A crucial part of the Housing Choice Initiative is the Housing Choice designation and grant program. Communities that achieve the Housing Choice designation have exclusive access to apply for the new Housing Choice Grant Program, and receive bonus points or other considerations for certain state grant programs.

In recognition of the fact that many small towns face different challenges, the Housing Choice Initiative also includes separate funding for the Small Town Housing Choice competitive capital grant program, available exclusively for towns with populations under 7,000 (per 2016 US Census population estimates). Small Towns can also apply for the Housing Choice designation.

The Contractor shall use the FY 2020 contract funding to provide services in accordance with the terms of the attached Workplan and Budget, the terms of this Contract, and any subsequent Contract amendments. **ALL EXPENSES MUST BE INCURRED ON OR BEFORE JUNE 30<sup>TH</sup> OF THE FISCAL YEAR IN WHICH THEY OCCUR (FY 2020 – YEAR 1; FY 2021 – YEAR 2).**

The Contractor shall carry out these activities in conformance with all applicable federal and state laws and requirements, including without limitation, statutes, rules, regulations, administrative and executive orders, ordinances, and codes, as they may be issued and amended.

The Department reserves the right to issue future administrative guidance. The Contractor shall comply with all applicable guidelines, information memoranda, list serves, or other guidance the Department may issue, amend, or supplement from time to time.

### **III. ADDITIONAL TERMS AND CONDITIONS**

#### **A. Reporting Responsibilities of the Contractor**

1. The Contractor, and any entity under subcontract, having costs chargeable to Contract funds shall maintain Contract records in accordance with Section 7 of the Commonwealth Terms and Conditions including without limitation, a record of planned activities, a record of activities carried out, and an explanation of any changes in program activities.
2. The Contractor shall comply with all records and reporting requirements set forth in this Contract.
3. The Contractor must submit requests for time extensions for the submission of any reports or data in writing to the Department for approval or disapproval prior to the passing of the deadline. Such requests should explain the reason for the delay and specify the new deadline for the submission of the report or data. The Department may grant such requests in writing.
4. The Contractor shall submit written progress reports to the Department in compliance with the following deadlines and requirements using the attached

Housing Choice Capital Grant Progress Report form. Such reports do not need to be submitted once a final reimbursement is made and the project is complete.

- First progress report, covering the period from the effective date of the Contract, through December 31, 2019, due January 15, 2020.
  - Second progress report, covering the period from January 1, 2020, through March 31, 2020, due April 15, 2020.
  - Third progress report, covering the period from April 1, 2020, through June 30, 2020, due July 15, 2020.
  - Fourth progress report, covering the period from July 1, 2020, through September 30, 2020, due October 15, 2020
  - Fifth progress report, covering the period from October 1, 2020, through December 31, 2020, due January 15, 2021
  - Sixth progress report, covering the period from January 1, 2021, through March 31, 2021, due April 15, 2021.
  - Seventh and Final progress report covering the period from April 1, 2021, through June 30, 2021, due July 15, 2021.
5. The Contractor shall continually assess its performance of the Contract-supported activities to ensure that the performance objectives outlined in the Contract are achieved. This includes, but is not limited to, the Contractor's monitoring that applicable schedules are met and performance objectives are achieved in accordance with the activities delineated in the Contract. The Contractor shall inform the Department in writing, which may be done electronically, of the following conditions which may affect its deliverable objectives and performance as soon as they become known:
- a. Problems, delays, or adverse conditions which will materially affect the Contractor's ability to attain deliverable objectives. This disclosure shall be accompanied by a statement of any actions taken or contemplated by the Contractor, and any assistance needed from the Department to resolve the situation.
  - b. Favorable developments or events which will enable the Contractor to meet the deliverable Contract objectives sooner than anticipated or at less cost than originally projected.
6. The Contractor shall submit all progress reports to the Department's assigned program representative at the following address:

Chris Kluchman, FAICP  
Housing Choice Program Director

Division of Community Services  
Department of Housing and Community Development  
100 Cambridge Street, Suite 300  
Boston, MA 02114  
617-573-1167  
[Chris.kluchman@mass.gov](mailto:Chris.kluchman@mass.gov)

7. The Department shall advise the Contractor within thirty (30) days of receiving any report if it is not acceptable to the Department. The Contractor shall submit an acceptable report upon receipt of such advice from the Department.
8. The Contractor, and any entity under subcontract having costs chargeable to Contract funds, shall maintain Contract records in accordance with Section 7 of the Commonwealth Terms and Conditions, including, without limitation, a record of planned activities, a record of activities carried out, and an explanation of any changes in program activities.
9. Within five business days of receipt, the Contractor shall provide the Department with copies of any and all exception reports and written communications of an audit or review of the Contractor and any written final reports of such audits or reviews that the Contractor receives during the Contract term from the state Office of the Inspector General (OIG) and/or the Office of the State Auditor. Such reports or communications may be provided electronically.
10. Within five business days of being served with any pleading in a legal action filed with a court or administrative agency related to this Contract or which may affect the Contractor's ability to perform its obligations hereunder, the Contractor shall notify the Department of such action and deliver copies of such pleadings to the Department. Such reports or communications may be provided electronically.
11. The Contractor will submit any other reports or information requested by the Department by the due date specified in the Department's request. The Contractor shall promptly make available to the Department or to an auditor or contractor approved by the Department such material information regarding the Contractor's activities as may be requested by the Department.

**B. Payment Mechanism and Fiscal Obligations**

The Department agrees to provide payment for the services described under this Contract, pursuant to the following payment mechanism:

- a. The Department, upon written request by the Contractor on the standard Commonwealth Payment Request Form (PRC), shall advance to the Contractor the amount of 25% of the total funds covered by the Contractor's initial Contract with the Department, by category, to be used as working capital for the performance of the Contractor's obligations under this Contract. The Contractor is entitled to one advance payment during the first year of this Contract, and the Contractor's written request

for the advance must be submitted on or before June 30, 2020. For the remainder of the total funds covered by the Contractor's initial Contract with the Department, the Contractor shall submit to the Department invoices for cost reimbursement in the manner described herein. Only requests for cost reimbursement for authorized capital expenses, pursuant to the capital funds from the state's capital budget, are authorized for reimbursement.

- b. All payments are contingent upon receipt of the availability of funds, authorization by the Executive Office of Administration and Finance and the Massachusetts Comptroller, and the provisions of the Commonwealth Terms and Conditions. In accordance with 815 CMR 2.00 and state finance law, the Department is under no legal obligation to compensate the Contractor, or to obtain additional funding, for any costs or other commitments which are outside the scope of the executed Contract and which have not been approved by the Department.
- c. In no event shall the sum of any and all payment by reimbursement exceed the maximum amount payable to the Contractor hereunder. Requests for payment by cost reimbursement will be honored and funds will be released based on submission by the Contractor, with review and acceptance by the Department, of required data and reports as detailed in this Contract, the availability of funds, and the Contractor's satisfactory compliance with the terms of this Contract.
- d. The Contractor shall initiate any requests for payment by cost reimbursement by submitting a written request. If the Contractor requested and received an advance of 25% of the total funds covered by the Contractor's initial Contract with the Department pursuant to Section III.B.a, the Contractor shall submit with the first request for payment by cost reimbursement receipts or other supporting documentation accounting for the use of the advanced funds.

Each request for payment by cost reimbursement must be made on the PRC. By submitting the PRC, the Contractor represents that in accordance with the Contract, including the Contractor's Workplan and Budget as approved by the Department, articles have been furnished, services have been rendered, or obligations have been incurred by a person authorized to incur such obligations.

In addition to the PRC, requests for payment by cost reimbursement shall also contain sufficient detail, supporting records, and documentation to support payment. Records to substantiate the Contractor's claims hereunder may include, without limitation, payroll records, accounting records, and purchase orders that are sufficient to document the Contractor's program and financial activities under this Contract.

The request for cost reimbursement shall be submitted either electronically or in hard copy to the attention of:

Emily McLaughlin or Don Martin  
Fiscal Representative  
Division of Community Services  
Department of Housing and Community Development  
100 Cambridge Street, Suite 300  
Boston, MA 02114

- e. All requests for cost reimbursement must be submitted on or before July 17, 2020, if expenses were incurred in FY 2020 – Year 1; and on or before July 16, 2021, if expenses were incurred in FY 2021 – Year 2. Failure to do so may result in delayed reimbursement or denial of the request.
- f. The Contractor shall submit the final PRC on or before July 16, 2021. With the submission of the final PRC, the Contractor shall return to the Department any unexpended funds that are reflected in the final reconciliation.

#### **C. Audit or Financial Review**

The Department reserves the right under this Contract to secure its own independent audit or financial review of the Contractor's (or Subcontractor, if applicable) records if, in its sole discretion, the Department determines that it is necessary for any reason.

#### **D. Monitoring**

The Department may monitor the Contractor's (or Subcontractor, if applicable) compliance with the Contract. The Contractor shall allow the Department and its representatives access to all of its books and records pertaining to this Contract.

#### **E. Conflict of Interest, Licensure, and Debarment**

1. The Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of the Contractor's obligations hereunder.
2. The Contractor shall not knowingly employ or compensate any employee of the Commonwealth during the term of this Contract, unless such arrangement is permitted under the provisions of M.G.L. c. 268A. Employment of former Commonwealth employees shall also be in compliance with the provisions of M.G.L. c. 268A.
3. The Contractor represents and warrants that as of the effective date, it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations

required by law to perform its obligations hereunder. The Contractor shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform activities under this Contract, without reimbursement by the Commonwealth or other adjustment in Contract funds. Further, the Contractor warrants that all employees, agents, and subcontractors performing services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities.

4. The Contractor certifies that the Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. The Contractor agrees to immediately notify the Department if the Contractor becomes suspended or debarred, or if any licenses, certifications, approvals, insurance, permits, or any such similar requirement necessary for the Contractor to properly perform become revoked, withdrawn, or non-renewed during the Contract period.

#### **F. Enforcement, Suspension, and Termination**

1. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Contractor and the Department, and not to any third party.
2. The Department may use increased or additional monitoring and reporting as part of its enforcement actions.
3. This Contract may be terminated pursuant to Sections 4 and 5 of the Commonwealth Terms and Conditions.
4. The Department may provide the Contractor with written notice to decrease or cease Contract activity. Effective upon receipt of notice from the Department, or a later date specified therein, the Contractor agrees to decrease, suspend, and/or terminate Contract activity in conformance with the terms of such notice.
5. Upon the termination or expiration of this Contract, the Contractor shall continue to cooperate with all audit, records, and monitoring requirements.
6. Within a maximum of 90 days following the date of expiration or termination of this Contract, the Contractor shall submit all reports and data required by this Contract.

#### **G. Non-Discrimination In The Provision of Services**

The Contractor shall not deny services or otherwise discriminate in the delivery of services because of race, color, religion, disability, sex, sexual orientation, gender identity, familial status or children, marital status, age, national origin, ancestry, genetic information, receipt of federal, state, or local public assistance or housing subsidies, veteran/military status, or because of any other basis prohibited by law. The Contractor agrees to comply with all applicable federal and state statutes,

rules and regulations and administrative and Executive Orders prohibiting discrimination, including without limitation, the Americans with Disabilities Act, as amended (42 U.S.C. §§ 12101 et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.), the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), M.G.L. c. 151B, M.G.L. c. 272 §§ 92A, 98, and 98A, M.G.L. c. 111 § 199A, 42 U.S.C. 9918 (c) and 45 C.F.R. 80.

## **H. Confidentiality**

1. The Contractor certifies that it has established sufficient internal policies to carry out its obligations hereunder.
2. The Contractor shall keep all state records and information, wherever obtained, confidential at all times and comply with all state and federal laws concerning the confidentiality of information. The Contractor shall hold all personal data relating to Contract supported personnel and applicants or recipients of Contract supported programs and activities in accordance with M.G.L. c. 66A, "Massachusetts Fair Information Practices Act;" M.G.L. c. 93H, Security Breaches; Executive Order No. 504, Regarding the Security and Confidentiality of Personal Information and any applicable regulations, including without limitation, 801 CMR 3.00: Privacy and Confidentiality and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.
3. Pursuant to Executive Order No. 504, the Contractor certifies that the Contractor has reviewed and shall comply with all information security programs, plans, guidelines, standards and policies that apply to the work to be performed under this Contract, that the Contractor shall communicate these provisions to and enforce them against its subcontractors, and that the Contractor shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access as part of this Contract, from unauthorized access, destruction, use, modification, disclosure, or loss.
4. The Contractor shall notify its agents, employees, subgrantees, and assignees who may come into contact with state records and confidential information that each is subject to the confidentiality requirements set forth herein.
5. The Contractor shall deliver to the Department, within 14 days of a written request by the Department following termination of this Contract, such personal data relating to this Contract as the Department may request; provided, that the Contractor may keep copies of any personal data delivered to the Department; and provided further, that for the purposes of this sentence, the term, "personal data", shall not include the Contractor's personnel records.

## **I. Fraud, Waste, and Abuse**

The Contractor shall maintain and use systems and procedures to prevent, detect, and correct fraud, waste, and abuse in activities funded under this Contract.

## **J. Signage, Acknowledgment, Publicity, and Logos**

1. Signage. The Contractor may erect or post a sign at a location where Contract funds have been used indicating that financing is being or has been provided in part by the Department as part of the Housing Choice Initiative, subject to compliance with the zoning by-laws or ordinances of the municipality in which the sign is to be erected or posted. The sign shall include the following statement: "Funds for this Project have been provided by a Housing Choice Capital Grant provided by the Massachusetts Department of Housing and Community Development."
2. Acknowledgment. If Contract funds are expended by the Contractor on the preparation or production of a brochure or other publication, the brochure or publication shall include the following statement: "This publication was funded by a Housing Choice Capital Grant provided by the Massachusetts Department of Housing and Community Development."
3. Publicity; Other Materials. The Contractor may disseminate, publish, or reproduce documents produced in whole or in part pursuant to this Contract, provided that the Contractor furnishes to the Department copies of any such documents thirty (30) days prior to publication, and provided that such documents include the acknowledgment required under Section J(2). The Contractor may copyright any books, publications, or other copyrightable materials produced under this Contract, provided that the Contractor shall provide to the Commonwealth as appropriate an irrevocable, nonexclusive royalty-free right to reproduce, publish, or otherwise use or authorize others to use the copyrighted material.
4. Logos. If the Contractor wishes to include a Department logo on any signage or other materials produced in accordance with this section, it may contact the Department's assigned program representative, listed in Section III.A.6, for the appropriate copy of a logo.
5. Submission to DHCD. Any sign, publication, or other material produced in accordance with this section must be submitted in advance to the Department's assigned program representative, listed in Section III.A.6, no later than twenty (20) days before posting or distribution. If the Department does not respond within twenty (20) days of receipt of the material, it will be deemed to have approved of the material.



Town of Norfolk

Judith Lizardi &lt;jlizardi@norfolk.ma.us&gt;

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**Re: Cactus Show Town Hill Permit**

13 messages

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

Tue, Mar 31, 2020 at 9:44 AM

To: Lau Magnier &lt;lmagner127@gmail.com&gt;

Cc: Judith Lizardi &lt;jlizardi@norfolk.ma.us&gt;, Blythe Robinson &lt;brobins@norfolk.ma.us&gt;

Good Morning Lau,

I do remember hearing positive feedback on the event last year! Via this email, I am referring your request to Judith Lizardi, who can begin the process by placing it on an upcoming Select Board agenda for consideration as well as provide further details on requirements.

If you have further questions, please do not hesitate to contact me or Judith.

Wishing you all the best during these trying times.

Sincerely,

Nancy Langlois

On Sun, Mar 29, 2020 at 9:21 AM Lau Magnier <lmagner127@gmail.com> wrote:

Hello Nancy,

Understanding that everything is in flux during this health emergency and hoping that things get back to near normal over the summer, the Cactus and Succulent Society of Massachusetts would like to request a permit to hold a Cactus and Succulent Plant Sale on the Town Hill from 7 AM until 5 PM on Saturday, September 12<sup>th</sup>, 2020. Of course we understand that this request depends entirely on the status of the health emergency at that time.

This one-day sale will be held at the same time as our Plant Show which will take place in the library that weekend.

Last year the event went very well. The vendors were very cooperative and left the area in great shape.

If you have any questions at all, please don't hesitate to call or write.

Thank you very much.

Lau Magnier CSSM, Vice President

508-528-1091

Sent from [Mail](#) for Windows 10Virus-free. [www.avast.com](http://www.avast.com)

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

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**Judith Lizardi** <jlizardi@norfolk.ma.us>  
To: lmagner127@gmail.com  
Cc: Blythe Robinson <brobinson@norfolk.ma.us>, Nancy Langlois <nlanglois@norfolk.ma.us>

Tue, Mar 31, 2020 at 10:40 AM

Hello Mr. Magner,

Thank you for your request from the Cactus and Succulent Society of Massachusetts to hold a Cactus and Succulent Plant Sale on the Town Hill from 7 AM until 5 PM on Saturday, September 12, 2020. 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 event scheduled for September 12, 2020?
- What is the approximate number of participants anticipated?• Will you be requesting to place any signage to advertise the event or put a banner on Town Hill?
- Have your arrangements for the Plant Show been made directly with the Library?

In addition, 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. I will look forward to hearing from you.

Thank you.

Best,  
Judith

[Quoted text hidden]

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

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**Lau Magner** <lmagner127@gmail.com>  
To: Judith Lizardi <jlizardi@norfolk.ma.us>  
Cc: Blythe Robinson <brobinson@norfolk.ma.us>, Nancy Langlois <nlanglois@norfolk.ma.us>

Tue, Mar 31, 2020 at 8:11 PM

Hello Judith,

Thanks for getting in touch.

I'll answer your questions in order:

#### RAIN DATE

We don't have need of a rain date. If we lose the day to inclement weather, so be it. Hopefully that won't happen. Never has in the past, although last year we did have some late afternoon rain. We just shut down a little early. Our vendors are very good about not having a rain date.

#### ATTENDANCE NUMBERS

I can't tell you how many people actually visit the Town Hill on show day, but based on the number of people that actually visit the cactus show in the library, it is substantial. Our records show about 900 people visited the show between 9 and 4. We estimate a number close to that probably visits the sale tents on Town Hill. By the way, on that day we team up with the Farmers Market. It makes for a great attraction "downtown."

#### BANNER and SIGNAGE

Like last year we will ask the DPW to place a show banner over the Library Entrance. But there will be no banner on Town Hill itself. We also have Flyers that we post with permission in the usual places such as stores and local nurseries. I've attached a copy for you.

We do have 12 directional road signs that we place along the main roads into Norfolk. Most of these signs are placed outside of town at major intersections, such as at Routes 115 and 109 in Millis.

#### LIBRARY BOOKING

We have already booked the library space. It's important to note that the Plant Show takes place inside the library and it runs on both Saturday and Sunday. However the Plant Sale on runs only on Saturday.

#### SECURITY DEPOSIT

Absolutely understandable. No problem at all. We will post the deposit well before the event.

I hope this information is what you need. If not, or if you have any questions at all, please shoot me an email or call me at home anytime: 508-528-1091.

Thanks Judith.

Lau

Sent from [Mail](#) for Windows 10

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 **Show Flyer, 2020 PDF.pdf**  
480K

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**Judith Lizardi** <jlizardi@norfolk.ma.us>  
To: Lau Magner <lmagner127@gmail.com>  
Cc: Blythe Robinson <brobenson@norfolk.ma.us>, Nancy Langlois <nlanglois@norfolk.ma.us>

Wed, Apr 1, 2020 at 11:13 AM

Hello Mr. Magner,  
Thank you very much for your response. I will forward this information to DPW, Police, and Fire for their comments on the event. I will then let you know when this item is scheduled on a Select Board agenda for consideration.

Wishing you health and wellness during these challenging times.

Best,  
Judith  
[Quoted text hidden]

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

Wed, Apr 1, 2020 at 11:18 AM

Good Morning,

Within this email thread, please find a request and detailed information from the Cactus and Succulent Society of Massachusetts to hold a Cactus and Succulent Plant Sale on the Town Hill from 7 AM until 5 PM on Saturday, September 12, 2020.

Please provide me 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]

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 **Show Flyer, 2020 PDF.pdf**  
480K

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**Charles Stone** <cstone@norfolk.ma.us>  
To: Judith Lizardi <jlizardi@norfolk.ma.us>

Wed, Apr 1, 2020 at 11:21 AM

No comments if we are no longer physical distancing by then.  
CS

[Quoted text hidden]

--

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

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**Judith Lizardi** <jlizardi@norfolk.ma.us>  
To: Charles Stone <cstone@norfolk.ma.us>

Wed, Apr 1, 2020 at 11:22 AM

Hi Chief,  
Thank you very much for your response!

Best,  
Judith  
[Quoted text hidden]

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

Wed, Apr 1, 2020 at 11:27 AM

No Concerns from the DPW

**Barry A. Lariviere**

Interim DPW Director

Town of Norfolk

**Norfolk DPW** | O: 508.528.4990 x228 | C: 508.922.2226

On Wed, Apr 1, 2020 at 11:19 AM Judith Lizardi <jlizardi@norfolk.ma.us> wrote:  
[Quoted text hidden]

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

Wed, Apr 1, 2020 at 11:34 AM

Hi Barry,  
Thank you for your response!

Best,  
Judith  
[Quoted text hidden]

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

Wed, Apr 1, 2020 at 11:56 AM

Please put this on for 4/21.

On Wed, Apr 1, 2020 at 11:19 AM Judith Lizardi <jlizardi@norfolk.ma.us> wrote:  
[Quoted text hidden]

--  
Blythe C. Robinson  
Town Administrator  
Town of Norfolk  
One Liberty Lane  
Norfolk, MA 02056  
[brobinson@norfolk.ma.us](mailto:brobinson@norfolk.ma.us)  
508-440-2855

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

Wed, Apr 1, 2020 at 12:15 PM

Ok. I will do that.

Judith  
[Quoted text hidden]

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

Thu, Apr 2, 2020 at 4:18 PM

Fire Department has no concerns or issues

On Wed, Apr 1, 2020 at 11:19 AM Judith Lizardi <jlizardi@norfolk.ma.us> wrote:  
[Quoted text hidden]

--  
**Erron Q. Kinney**  
**Fire Chief**



117 Main Street Norfolk, MA  
[ekinney@norfolk.ma.us](mailto:ekinney@norfolk.ma.us)  
(508)528-3207

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

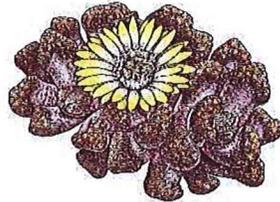
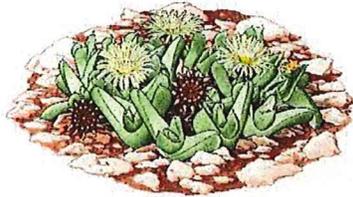
Thu, Apr 2, 2020 at 4:28 PM

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

Best,  
Judith  
[Quoted text hidden]

**Cactus and Succulent Society of Massachusetts  
14th Annual**

# **Cactus and Succulent Show & Sale**



**Norfolk Public Library  
2 Liberty Lane, Norfolk, MA**

**Show and Sale**, Saturday, September 12, 9 AM – 4 PM  
&

**Show Only**, Sunday, September 13, 9 AM - 2 PM

- One of the largest Cactus and Succulent Shows on the East Coast
- Hundreds of Cacti and Succulents on exhibit
- Cactus and Succulent Experts on hand to answer any and all questions about these amazing plants
- Large selection of beautiful Cacti and Succulents for sale  
**(Saturday only)**

FREE admission and parking

The first 50 visitors each day will be welcomed with a free, small plant to start their own C&S collections

Find us on Facebook at <https://www.facebook.com/cactussucculentma/>

**More details at [www.cssma.org](http://www.cssma.org)**

# TOWN OF NORFOLK

## SELECT BOARD

### **\*\* P R O C L A M A T I O N \*\***

- WHEREAS:** The citizens of Norfolk value their health and mental health and that of their families; therefore, they are proud to support observances such as Children's Mental Health Week; and
- WHEREAS:** Seventeen percent of children and youth (ages 6-17) live with a mental health condition and 50% of all lifetime instances of mental illness begin before age 14; and even some children and youth with the most intense needs and some who are insured may not receive services; and
- WHEREAS:** Children and youth with mental health needs in elementary, middle and high school are more likely to be bullied, absent, suspended, expelled or fail to graduate; and
- WHEREAS:** Recognizing the early warning signs of mental health needs and obtaining the necessary support, assistance and treatment gives children and youth better opportunities to lead full and productive lives at home, in schools, and in their communities; and
- WHEREAS:** The involvement and partnership of family members in the assessment and treatment of children and youth is essential to positive outcomes; and
- WHEREAS:** Our nation's future depends on the health and well-being of its families and their children; and
- WHEREAS:** Children's Mental Health Week was developed by families of children with emotional, behavioral and mental health needs, to focus on the needs of their children and families; in celebrating this year's theme: "Vision for Health and Happiness" it is fitting to increase public awareness among all Norfolk citizens of this important issue;
- NOW THEREFORE:** We, the Norfolk Select Board, do hereby proclaim May 3-9, 2020 as

## **CHILDREN'S MENTAL HEALTH AWARENESS WEEK**

### **IN NORFOLK**

In witness thereof:

\_\_\_\_\_  
Kevin Kalkut, Chair

\_\_\_\_\_  
Christopher Wider, Vice Chair

\_\_\_\_\_  
Carolyn Van Tine, Clerk



Town of Norfolk

Judith Lizardi &lt;jlizardi@norfolk.ma.us&gt;

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**Fwd: Children's Mental Health Week request**

1 message

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

Thu, Apr 9, 2020 at 4:20 PM

To: Judith Lizardi &lt;jlizardi@norfolk.ma.us&gt;

JUdith,

This is a possible agenda item for 4/21 (which I've added). We'll talk next week about drafting up the actual proclamation.

Blythe

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

From: Milla Paumo &lt;mpaumo@ppal.net&gt;

Date: Tue, Apr 7, 2020 at 11:26 AM

Subject: Children's Mental Health Week request

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

Dear Blythe C. Robinson,

I am reaching out to you on behalf of PPAL, Parent/Professional Advocacy League. PPAL is a statewide, grassroots family organization that advocates for improved access to mental health services for children, youth and their families. PPAL's goals are to support families, nurture parent leaders and work for systems change. PPAL is the only Massachusetts organization whose work focuses solely on the interests of families whose children have mental health needs. Founded in 1991, PPAL continues to work on behalf of children, youth and families as a critical voice shaping policy and practice.

Every year we are celebrating **Children's Mental Health Week** on the first full week of May (May 3-9 this year) and are requesting local landmarks and cities in MA to be part of raising awareness about children's mental health needs and the importance of working towards more inclusive communities together by breaking the stigma. Because of the ongoing pandemic of COVID-19, many families face challenges never seen before, and therefore highlighting the topic of children's mental health is even more critical at this point in time.

We would be honored to have Norfolk participating in this with us for 2020, by signing a proclamation to honor mental health awareness or lighting up your local landmark as green during that week. Government Center, The Post Office Square, Rose Kennedy Greenway and Zakim Bridge in Boston are already onboard with us for this event and will be turning their lights green during this week.

We appreciate all of your collaboration with this important cause. Please feel free to reach out to me with any questions [mpaumo@ppal.net](mailto:mpaumo@ppal.net).

Best and thank you in advance,

--

**Milla Paumo**

Project Coordinator

Parent/Professional Advocacy League

The Massachusetts Family Voice for Children's Mental Health

Educate Collaborate Advocate

Tel. 617-542-7860, ext 216

Pronouns: She, Her, and Hers

--

Blythe C. Robinson

Town Administrator

Town of Norfolk

One Liberty Lane

Norfolk, MA 02056

[brobinson@norfolk.ma.us](mailto:brobinson@norfolk.ma.us)

508-440-2855

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 2020 Proclamation Sample Language.docx

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## MEMORANDUM

**Date:** April 16, 2020

**To** Blythe Robinson, Town Administrator  
Barry Lariviere, Interim DPW Superintendent

**From** Ryan Allgrove

**Subject** **Holbrook Street Wellfield**  
**Updated Project Budget and Schedule**

Environmental Partners (EP) is working with the Town of Norfolk (Town) to develop the Holbrook Street Wellfield New Source Water Supply. This wellfield will provide the Town with water supply redundancy, will extend the life of the two existing supplies, and reduce the Town's reliance on inter-municipal connections to meet peak hour demands. The project consists of the design, permitting and construction of the new wellfield, connecting the well field to the distribution system at Holbrook Street, upgrades to the SCADA system and chemical conversion projects. This project was originally anticipated to start construction in 2018 with a budget allocated by the Town of \$2,870,000. Several factors have resulted in the construction start to be delayed by two years. Working closely with the Department of Public Works, we have re-evaluated the anticipated project costs and are making a recommendation that this budget be increased by \$173,000 (including a 10% contingency), to \$3,043,000. The rationale for this recommendation is provided below.

### Project changes since the DEP permitting began

The Holbrook wellfield project underwent several permit reviews by MassDEP, including the amendment to the Water Management Act permit (WMP 30) and the New Source Authorization to Construct (BRP WS 20). These reviews resulted in the following:

- The Water Management Act permit review involved a prolonged effort with MassDEP to address comments from the Charles River Watershed Association, resulting in the permit approval not being issued until October 2019.
- MassDEP, as part of their review of the Approval to Construct Permit, commented that the chemical storage area be modified to provide additional containment measures. We understand that MassDEP's review of this permit is now complete and that we should

anticipate receiving the approval by late April (their permit approvals are slowed by their COVID-related work restrictions).

In addition, the following changes have occurred:

- The cost of labor and materials have increased since 2018. The ENR construction index estimates an approximately 8% increase in these costs for the Boston area over this time.
- The recent construction activity associated with what has been, until the last month, a very robust economy has resulted in higher bid prices for similar projects in eastern Massachusetts simply due to less competitive bidding. In general, these increases range from 15% to as much as 30% depending on the bid item.
- Steel costs have increased due to tariffs, which have resulted in an increase in the building construction cost with steel reinforced concrete and ductile water main costs; with cost increases as much as 20%.
- There have been other modifications to the wellfield design including: increasing the pump capacities at the wellfield to provide greater redundancy and flexibility in its operation; and providing an additional interior support wall to the pump station, a recommendation made by the building manufacturer.

In an effort to control project costs, EP and the Department of Public Works performed a value engineering review that eliminated or reduced the scope of numerous construction items discussed below.

## Budget Summary

The overall updated budget status for the water system improvement projects is summarized as follows:

Holbrook Street Wellfield / SCADA Upgrade / Chemical Conversion:	\$2,600,000
Holbrook Street Water Main Extension	\$ 270,000
<b>Total Budget</b>	<b>\$2,870,000</b>
Less Work Completed to Date	\$ 524,000
Less Additional Work Under Contract (Estimate to Complete)	\$ 509,487
<b>Remaining Funds for Wellfield and Pump Station Construction</b>	<b>\$1,836,463</b>
<b>Estimated Cost to Complete Construction</b>	<b>\$3,043,000</b>
<b>Additional Funds Required (including 10% contingency)</b>	<b>\$173,000</b>

As discussed above, after the final design was completed EP had an independent opinion of probable construction cost (OPC) to complete the Holbrook Street Wellfield construction project under current economic and bidding conditions, and the project budget was updated to \$3,043,000. Based on this, we are recommending that an additional \$173,000 be appropriated for the project. A detailed summary of each of the project budget items is presented below.

Estimates to complete (ETC) for the work currently under contract are summarized below:

SCADA Upgrade Construction (Dankris Builders)	\$ 134,957
Engineering Services	\$ 16,560
Holbrook Street Production Well Installation	\$ 126,430
Holbrook Street Bidding	\$ 11,500
Holbrook Street Construction Engineering	\$ 220,040
<b>Total ETC for Work Under Contract</b>	<b>\$ 509,487</b>

In an effort to control project costs, EP and the Public Works Department have performed a value engineering review and eliminated / reduced the scope of a number of items. These include the following;

<b>Item</b>	<b>Estimated Value</b>
Eliminate VFD Bypasses	\$10,000
Reduce Fencing Limits	\$15,900
Eliminate two redundant 12" Valves on Holbrook Street	\$13,200
Eliminate three redundant 8" Gates Valves on Well Site	\$ 8,900
Eliminate Water Services on Holbrook Street	\$15,000
Reduce Trench Paving on Holbrook Street to 2" Binder Only	\$13,200
Reduce Wellfield Area Gravel Depth from 12" to 6"	\$16,700
Reduce Gravel Road Width from 20' to 16'	\$11,100
Reduce Crushed Stone Depth in PS Area from 12" to 6"	\$2,900
Eliminate individual disconnect switches at each well	\$4,300
Eliminate VFD rated cables to Well Motors	\$10,000
<b>Total Value Engineering Savings</b>	<b>\$121,200</b>

A summary of the projected construction costs, including a comparison to the 2018 budget, and explanation for the increased costs is as follows:

	2018 Budget Estimate	April 2020 Opinion of Probable Cost (1)	Comments/Reason for Cost Increase (in addition to Inflation and Bidding Climate (2))
<b>Wellfield</b>			
Well Equipment (Pumps, Motors, Pitless Adaptors, Column Pipe & Wiring)	\$93,000	\$121,050	LONG TERM OPERATIONAL BENEFIT. Individual pump capacities were increased to give the wellfield 100% operational redundancy with only 3 of 6 wells pumping.
Wellfield Utilities (Underground Electric and Drainage)	\$101,000	\$152,227	The increased motor sizes for wellfield increased electrical costs.
<b>Site Work</b>			
Earthwork and Roads (Clearing, Cut/Fill, Gravel, Pavement)	\$132,010	\$156,522	
Water Mains (including Valves, Hydrants, Service Pipe)	\$343,700	\$420,924.22	Increase in ductile iron prices.
Site Finishes (Crushed Stone, Fencing, Gates, Bollards)	\$35,950	\$46,586	
<b>Control Building</b>			
Precast Concrete Building	\$140,000	\$262,752	Increased steel costs due to tariffs. MassDEP determined that the 55 gallon drum storage area qualified as bulk storage and a recessed containment area was required/added to the building including grating.
Building Electrical	\$100,000	\$200,100	Increased pump motor sizes increased electrical costs.
Building Mechanical, HVAC, Piping	\$77,357	\$105,991	
Building Foundation & Pads	\$35,000	\$85,360	Increased steel costs due to tariffs. Building manufacturer recommended interior support wall in addition to the outer frost walls, increasing cost of building and foundation.
Instrumentation, Controls and Chemical Feed	\$140,500	\$189,737	
Standby Generator	\$50,000	\$85,097	Increased generator size due to increased wellfield pump capacities.
<b>SUBTOTAL FOR CONSTRUCTION</b>	<b>\$1,248,517</b>	<b>\$1,826,346</b>	
Construction Cost Contingency (includes budget for water main extention)	\$587,996	\$183,167	
<b>SUBTOTAL CONSTRUCTION with CONTINGENCY</b>	<b>\$1,836,513</b>	<b>\$2,009,513</b>	
Work Completed to Date or Under Contract	\$1,033,487	\$1,033,487	
<b>TOTAL BUDGET</b>	<b>\$2,870,000</b>	<b>\$3,043,000</b>	
<b>ADDITIONAL FUNDS REQUESTED</b>	<b>\$173,000</b>		

Note::

(1) 2020 costs include Value Engineering evaluation reduction in project costs of \$121,200

(2) All cost increases between 2018 and 2020 include inflation and and changes in bidding climate, which depending on bid item, could range from 15% to as much as 30%

## Schedule

The SCADA and Chemical Conversion project is anticipated to be complete by May 1, 2020. EP will coordinate the final MassDEP startup inspection upon completion of construction. Currently, only start-up inspections deemed critical by MassDEP are being conducted due to the pandemic.

MassDEP is currently completing their review of the Authorization to Construct permit, which was submitted to them on February 10, 2020. Typically, comments for facilities similar in size and complexity are received from MassDEP in approximately 6 weeks. However, typical permitting timelines have been extended due to the ongoing pandemic, with MassDEP staff working from home. A March 26<sup>th</sup> executive order from Gov. Baker suspended all permit review timelines until 45 days after the state of emergency is lifted. We have been in constant contact with the permit reviewers at the MassDEP Central Region Drinking Water Program and anticipate receiving comments by the end of April 2020.

If the anticipated review schedule is maintained, then project bids can be opened as early as late May, pending available funds. EP does not anticipate that the bidding climate will be more favorable later in 2020, given that numerous construction projects are on hold due to pandemic delays. In addition, there are many unknown factors related to the pandemic, most notably supply chain disruption that could increase bid prices later this year. Due to this uncertainty, EP recommends that the project be bid as soon as possible to avoid any additional time related cost escalation.

We trust that the above information meets the Town's needs at this time. Please feel free to contact me anytime if you have any questions or require additional detail. Environmental Partners looks forward to continue our work with the Town on this important project.



# MEMORANDUM

**Date:** April 14, 2020

**To** Blythe Robinson, Town Administrator  
Barry Lariviere, Interim DPW Superintendent

**From** Ryan Allgrove

**Subject Holbrook Street Wellfield Project**

The Town of Norfolk has been in search of new municipal water supplies since the inception of the water system in 1947. To date, groundwater exploration programs have been initiated four times during periods of projected growth (1947, 1981, 1992 and most recently in 2015). The Holbrook Street Wellfield is the first permitted site since Spruce Road in 1989. The Town has committed significant time and expense into the development of the Holbrook Street Wellfield as summarized below:

2015 Groundwater Exploration Program:	\$102,000
2016 MassDEP Request for Site Exam:	\$27,000
2016 Wellfield Property Purchase:	\$550,000
2017 – 2019 Pump Test and Approval:	\$363,000
2018 MEPA Certificate:	\$18,000
2018 – 2019 Water Management Act Permit Amendment:	\$15,000
2018 – 2020 Wellfield and Pump Station Design:	\$169,000
<u>2020 Production Well Installation:</u>	<u>\$214,000</u>
Total 2015 – Present:	\$1,458,000

Water supply redundancy provided by the Holbrook Street Wellfield will extend the life of the two existing supplies and reduce the Town’s reliance on intermunicipal connections to meet peak hour demands. It is anticipated that the Holbrook Street Wellfield will pump 400,000 gallons per day on average. The additional cost per Thousand Gallons (TG) based on the FY21 Water Enterprise Budget is shown in the following table in comparison to an intermunicipal connection arrangement.

New Wellfield Annual Pumping Capacity 146,000,000 Gallons

Water Enterprise Operating Budget increase for New Wellfield	\$78,000
New Wellfield Cost per TG (\$78k / 146MG)	\$0.53
Existing Wrentham Interconnection Cost per TG	\$8.69
Additional Cost per TG for Interconnection	\$8.16
<b>Additional Cost for Interconnection Annualized (\$8.16 x 146MG)</b>	<b>\$1.19M</b>

Costs to purchase water at the capacity of the Holbrook Street Wellfield could be expected to exceed the capital costs of the Wellfield site (approx. \$3.5M) within 3 – 5 years. Alternatively, we understand that the Town has given thought in prior years to purchasing water from the Town of Millis. In order to do so, the Town would need to extend a water main to an interconnection point of approximately 2,000 feet. We estimate that the capital cost for an interconnection with Millis (from Holbrook Street) would likely range from \$2.5M – \$3.5M comprised of a 2,000 ft water main extension, bridge crossing and pumping/metering station. These figures illustrate how vital the Town's water supply resources are to meet water demands at a consistent cost of service to the residents. As always, EP recommends that the Town continue pursuing additional water supplies to meet projected water demands and provide increased water supply reliability.

**GREETINGS:**

You are required in the name of the Commonwealth of Massachusetts to notify and warn the inhabitants of Norfolk, qualified to vote in Town affairs residing in Precincts 1, 2, and 3, to meet on Tuesday, June 9, 2020 at 7:00 p.m. at the King Philip Middle School, 18 King Street, Norfolk, Massachusetts 02056, for the convened business session of the Annual Town Meeting, then and there to act on the following articles commencing with Article 2, viz; and thence to assemble in the designated polling places in the Freeman-Kennedy School, 70 Boardman Street, Norfolk, Massachusetts, on Tuesday, ~~May 5~~ June 23, 2020, at 7:00 a.m., for the election of town officers under ARTICLE 1 of the Annual Town Meeting; ~~and thence to meet on Tuesday, June 9, 2020 at 7:00 p.m. at the King Philip Middle School, 18 King Street, Norfolk, Massachusetts 02056, for the convened business session of the Annual Town Meeting, then and there to act on the following articles commencing with Article 2, viz;~~

**ARTICLE 1**

**Submitted by the Town Clerk**

To choose by ballot, the following Town officers: One Select Board Member for a three (3) year term, one Town Clerk for a three (3) year term, one Assessor for a three (3) year term, one Constable for a three (3) year term, one Board of Health member for a three (3) year term, one Housing Authority member for a five (5) year term, one King Philip Regional School Committee member for a three (3) year term, one Library Trustee for a three (3) year term, two Planning Board members for three (3) year terms, two Recreation Commission members for three (3) year terms, and two Norfolk School Committee members for three (3) year terms.

**Town Administrator's Comments**

Article 1 is the Election, which this year includes the election of Town Officials and one ballot question. The election is scheduled to be held on June 23, 2020.

**ARTICLE 2**

**Submitted by the Select Board**

To see if the Town will vote to raise and appropriate or transfer from any available source of funds, a sum of money to pay unpaid bills of a prior fiscal year pursuant to Massachusetts General Laws Chapter 44, Section 64; or take any other action relative thereto.

**Town Administrator's Comments**

Article 2 requests authorization to pay bills from a prior fiscal year, as of publication we do not anticipate the need to utilize.

**The Advisory Committee recommends.**

**ARTICLE 3**

**Submitted by the Select Board**

To see if the Town will vote to raise and appropriate or transfer from any available source of funds, a sum of money to be added to departmental budgets and appropriations for the fiscal year ending on June 30, 2020; or take any other action relative thereto.

**Town Administrator's Comments**

Article 3 is the Transfer article and asks for authorization to adjust budgets for the current fiscal year.

The Advisory Committee recommends \_\_\_\_\_.

**ARTICLE 4**

**Submitted by the Town Administrator**

To see if the Town will vote to amend the Town of Norfolk Select Board's Human Resource Policy, Schedule B. COMPENSATION SCHEDULE by applying a general increase of 0.5% to all Steps on the COMPENSATION SCHEDULE effective July 1, 2020; or take any other action relative thereto.

**Town Administrator's Comments**

Article 4 requests authorization to provide a 0.5% Cost of Living Adjustment to the non-union employees, which is predominantly department heads and part time non-union staff.

The Advisory Committee recommends \_\_\_\_\_.

**ARTICLE 5**

**Submitted by the Select Board**

To see if the Town will vote to fix the salary and compensation of all elected officers of the Town as provided for by Massachusetts General Laws, Chapter 41, §108; and further to see what sum of money the Town will raise and appropriate, transfer from any available source of funds, borrow or bond, to defray the departmental and incidental expenses of the Town not otherwise provided for, for the fiscal year commencing on July 1, 2020; or take any other action relative thereto.

**Town Administrator's Comments**

Article 5 is the Town's General Fund budget.

The Advisory Committee recommends \_\_\_\_\_.

**ARTICLE 6**

**Submitted by the Select Board**

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to operate the Public Works Water Division Enterprise Fund for the fiscal year commencing on July 1, 2020, [as set forth as follows](#); or take any other action relative thereto.

That the following sums be appropriated for the Water [Division](#) Enterprise Fund:

Salaries	\$306,870.00
Expenses	887,254.00
Capital Outlay	<del>173,000.00</del>
Debt	539,390.00

Extra/Unforeseen	<u>50,000.00</u>
Total:	\$1, <u>956783</u> ,514.00

And that \$1,956783,514.00 be raised as follows:

Departmental Receipts:	\$1,783,514.00
Retained Earnings	<u>173,000.00</u> — 0-
Total:	\$1, <u>956783</u> ,514.00

**Town Administrator's Comments**

Article 6 is the Water Division "Enterprise Fund" budget. This budget is funded from Water Division revenue and retained earnings.

The Advisory Board recommends \_\_\_\_\_.

**ARTICLE 7**

**Submitted by the Select Board**

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to operate the Public Works Wastewater Division Enterprise Fund for the fiscal year commencing on July 1, 2020, as set forth as follows; or take any other action relative thereto.

That the following sums be appropriated for the Wastewater Division Enterprise Fund:

Salaries	\$ 12,722.00
Expenses	123,545.00
Capital Outlay	-0-
Debt	-0-
Extra/Unforeseen	<u>20,000.00</u>
Total:	\$ 156,267.00

And that \$156,267.00 be raised as follows:

Departmental Receipts:	\$156,267.00
Retained Earnings	-0-
Total:	\$156,267.00

**Town Administrator's Comments**

Article 7 is the Waste Water (Sewer) Division "Enterprise Fund" budget. This budget is funded from Sewer Division revenue.

The Advisory Committee recommends \_\_\_\_\_.

**ARTICLE 8**

**Submitted by the Select Board**

To see if the Town will vote to raise and appropriate or transfer from any available source of funds a sum of money to fund capital and other expense items; or take any other action relative thereto.

**Town Administrator's Comments**

Article 8 is intended to request authorization to purchase capital items through cash funding. None are anticipated at time of print and this article will be indefinitely postponed.

The Advisory Committee recommends \_\_\_\_\_.

**ARTICLE 9**

**Submitted by the Select Board**

To see if the Town will vote to raise and appropriate or transfer from any available source of funds, borrow or bond pursuant to any applicable statute a sum of money to fund capital and other expense items; or take any other action relative thereto.

**Town Administrator's Comments**

Article 9 is intended to request authorization to purchase capital items through debt funding. None are anticipated at this time.

The Advisory Committee recommends \_\_\_\_\_.

**ARTICLE 10**

**Submitted by the School Committee**

To see if the Town will vote to accept Massachusetts General Laws, Chapter 40, §13E in order to establish a Special Education Reserve Fund for the Norfolk Public Schools, to be utilized in the upcoming years for unanticipated or unbudgeted special education costs, out-of-district tuition or transportation; and further to transfer from available funds or otherwise provide an initial amount to the Special Education Reserve Fund, for unanticipated special education costs, out-of-district tuition or transportation; or take any other action relative thereto.

**Town Administrator's Comments**

Article 10 is intended to establish a reserve fund to fund unanticipated school special education costs not otherwise included in the Norfolk School budget. Expenditure of the funds may be made after a majority vote of both the School Committee and the Select Board. The funding source would be \_\_\_\_\_.

The Advisory Committee recommends \_\_\_\_\_.

**ARTICLE 11**

**Submitted by the Select Board**

To see if the Town will vote to appoint any committee, or hear or act on the report of any committee or town officer, or instruct any committee or town officer; or take any other action relative thereto.

**Commented [PJM1]:** This is only for Norfolk Public Schools, as opposed to the Regional School District, correct? The article should specify. G.L. c. 40, Section 13E provides, in relevant part, as follows:

Any school district which accepts this section, by a majority vote of the school committee and a majority vote of the legislative body or, in the case of a regional school district by a majority vote of the legislative bodies in a majority of the member communities of the district, may establish and appropriate or transfer money to a reserve fund to be utilized in the upcoming fiscal years, to pay, without further appropriation, for unanticipated or unbudgeted costs of special education, out-of-district tuition or transportation. The balance in such reserve fund shall not exceed 2 per cent of the annual net school spending of the school district.

**Town Administrator's Comments**

Article 11 is intended to allow any committee or town officer to provide an update.

The Advisory Committee \_\_\_\_\_.

**ARTICLE 12** **Submitted by the Town Government Study Committee**

To see if the Town will vote to amend Article 1, Section 5 of the General Bylaw of the Town of Norfolk to add as a final sentence the following language, or take any other action relative thereto:-

The Annual Town Meeting Warrant complete with Advisory Committee recommendations shall be mailed to residents no later than 7 days prior to the date of the meeting. Any Special Town Meeting warrant complete with Advisory Committee recommendations shall be mailed to residents no later than 14 days prior to the date of the meeting; ~~or take any other action relative thereto.~~

**Commented [PJM2]:** Do you mean, dropped in a mailbox, or are residents to receive the warrants no later than 7 and 14 days prior to the town meeting? I assume the former. Either way, you may want to clarify to avoid confusion or allegations of procedural missteps.

**Town Administrator's Comments**

Article 12 is intended to require that all town meeting warrants be mailed to residents. In recent years the Town has mailed the annual town meeting warrant, and sent a reminder postcard for the special town meeting.

The Advisory Committee \_\_\_\_\_.

**ARTICLE 13** **Submitted by the Select Board**

To see if the Town will vote to amend the General Bylaws of the Town Article II, Section ~~five~~ 7.5 to: (a) strike and terminate the Snow Removal Revolving Fund; (b) establish a Tobacco Control Compliance Revolving Fund to be expended under the direction of the Board of Health for the provision of Tobacco Control Compliance Inspections~~INSERT~~ for which receipts credited to the fund include tobacco sales permit fees~~INSERT~~ with an expenditure limit of \$1,000; and (c) by inserting a new row in the table after Council on Aging, as set forth as follows; and further to reauthorize the spending limits on the following revolving funds previously authorized by the Town; or take any other action relative thereto.

**Commented [PJM3]:** What happens to money in such fund? Do we need to account for that in any fashion?

**Commented [PJM4]:** G.L. c. 44, Section 53E1/2 states, in relevant part, as follows:

A revolving fund shall be established pursuant to this section by by-law or ordinance. The by-law or ordinance shall specify for each fund: (1) the programs or activities for which the revolving fund may be expended; (2) the departmental receipts in connection with those programs or activities that shall be credited to the revolving fund; (3) the board, department or officer authorized to expend from such fund; and (4) any reporting or other requirements the city or town may impose.

*Last fall's vote said: TO BE EXPENDED UNDER THE DIRECTION OF THE COUNCIL ON AGING DIRECTOR FOR PROVISION OF SENIOR PROGRAMS FOR WHICH RECEIPTS CREDITED TO THE FUND INCLUDE PARTICIPANT FEES WITH AN EXPENDITURE LIMIT OF \$6,000.0, AND TO AMEND THE GENERAL BYLAWS OF THE TOWN, ARTICLE II, SECTION 7.5 ACCORDINGLY TO INSERT A NEW ROW IN THE TABLE AFTER PLANNING BOARD – ADVERTISING.*

**Town Administrator's Comments**

Article 13 is a request to remove a revolving fund, add a fund and reauthorize the expenditure limits of existing revolving funds.

Revolving Fund	Department	Expenditure Limit
2100 - Parking Tickets	Select Board	\$1,000

2101 – Snow Removal	Select Board	\$20,000
2102 – Recreation Field Maintenance	Recreation Commission	\$100,000
2103 – Conservation Timber Harvesting	Conservation Commission	\$5,000
2104 – Off-site Improvements	Planning Board	\$91,000
2105 – Shade Tree and Scenic Roads	Planning Board	\$10,000
2106 – Wetland Hearing Application	Conservation Commission	\$5,000
2111 – Abutters List	Board of Assessors	\$2,000
2112 – Police Vehicle Details	Chief of Police	\$50,000
2113 – Subdivision Performance Inspection	Planning Board	\$5,000
2114 – Cleaning and Maintenance-Unaccepted Subdivision	Planning Board	\$30,000
2115 – Community Garden Rental	Select Board	\$5,000
2152 – Passports	Board of Library Trustees	\$5,000
2155- Lost or Damaged Library Materials	Board of Library Trustees	\$7,500
2110 - Zoning Board-Advertising	Zoning Board	\$5,000
2109 - Planning Board-Advertising	Planning Board	\$5,000
2116 - Council on Aging	Council on Aging	\$6,000
Tobacco Compliance Checks	Board of Health	\$1,000

The Advisory Committee recommends \_\_\_\_\_.

**ARTICLE 14 Submitted by Community Preservation Committee**

To see if the Town will vote, pursuant to Massachusetts General Laws Chapter 44B, Section 5 to appropriate the sum of \$15,000 from the annual revenues in the Community Preservation Fund for the purpose of funding the Administrative and Operating Budget for the Community Preservation Committee; or take any other action relative thereto.

**Town Administrator's Comments**

Article 14 is a request to authorize the Community Preservation Committee to utilize \$15,000 of CPA funds for administrative and operating purposes.

**ARTICLE 15 Submitted by Community Preservation Committee**

To see if the Town will vote, pursuant to Massachusetts General Laws Chapter 44B, to reserve a sum of money equal to the state-mandated minimum amount of 10% from FY2021 Community Preservation Fund revenues for the future appropriation of Open Space creations, acquisition and preservation; 10% from FY2021 Community Preservation Fund revenues for the future appropriation of Affordable Housing creations, preservation and support; and 10% from FY2021 Community Preservation Fund revenues for the future appropriation towards the acquisition, preservation, rehabilitation and restoration of Historic Resources; or take any other action relative thereto.

**Town Administrator's Comments**

Article 15 is a standard article that states that we will designate 10% of FY21 CPA revenues towards each of three CPA purposes. The remaining 70% will be undesignated, but would still be required to be dedicated to one of the three allowable purposes.

**The Advisory Committee recommends \_\_\_\_\_.**

**ARTICLE 16**

**Submitted by the Select Board**

To see if the Town will vote to accept and authorize the Select Board to enter into contracts for the expenditure of Chapter 90 funds allocated by the Commonwealth for the construction, reconstruction, or improvements of public roads and other improvements within the Town, as requested by the Selectmen, and to authorize the Treasurer to borrow or bond, pursuant to any applicable statute in anticipation of reimbursement; or take any other action relative thereto.

**Town Administrator's Comments**

Article 16 is a standard article that allows the Select Board to utilize Chapter 90 funds from the State for the purposes of improving public roads.

**The Advisory Board recommends \_\_\_\_\_.**

**ARTICLE 17**

**Submitted by the Select Board**

To see if the Town will vote to authorize the Select Board to accept any monies received through grants applied for by various Town Departments or Boards; or take any other action relative thereto.

**Town Administrator's Comments**

Article 17 is standard article that authorizes the Selectmen to accept grants on behalf of the Town.

**The Advisory Board recommends \_\_\_\_\_.**

**ARTICLE 18**

**Submitted by the Select Board**

To see if the Town will vote to grant the Select Board permission to sell surplus property of the Town, exclusive of buildings and land, no longer needed by the Town; or take any other action relative thereto.

**Town Administrator's Comments**

Article 18 is standard article that authorizes the Selectmen to sell surplus property such as furniture or vehicles. This article does not authorize them to sell Real Estate.

The Advisory Committee recommends \_\_\_\_\_.

**ARTICLE 19**

**Submitted by the Planning Board**

To see if the Town of Norfolk will vote to amend Section H.3.e.2 of the zoning bylaws by deleting the following strikethrough language and inserting the new language in bold print, or take any [other](#) action relative thereto:

~~**H.3.e.2.** In a subdivision, the required affordable unit(s) may be provided within a two-family home designed to appear as a single family home whose exterior appearance (including a single driveway and common entryways) and architecture is compatible with that of the other houses within the subdivision. If only a single affordable unit is required (that is, if the subdivision creates exactly ten lots), the second unit in the two-family home may be a market rate unit. In no case shall the total number of units exceed the number of lots that would be allowed in a conventional subdivision. However, the bonus provisions of H.2.e.3 shall still apply to subdivisions developed under Section H.2.~~  
**Reserved for future use.**

**Planning Board's Comments**

Article 19 .

The Advisory Committee recommends \_\_\_\_\_.

**ARTICLE 20**

**Submitted by the Planning Board**

To see if the Town will vote to amend Section I.4.a.11 Residential Density of the Norfolk Zoning Bylaws by deleting the following strikethrough language; or take any [other](#) action relative thereto:

I.4.a.11 Residential Density. ~~Residential DWELLING UNITS, except for ASSISTED LIVING FACILITIES, shall not have more than two bedrooms per unit.~~ Residential densities, except for ASSISTED LIVING FACILITIES, shall not exceed the ratio of sixteen bedrooms for any single LOT except by special permit. Residential densities for ASSISTED LIVING FACILITIES shall not exceed the ratio of 16 bedrooms per acre for any single LOT except by Special Permit by the Zoning Board of Appeals.

**Planning Board's Comments**

Article 20 is .

The Advisory Committee recommends \_\_\_\_\_.

**ARTICLE 21** \_\_\_\_\_ **Submitted by the Planning Board**

To see if the Town will vote to amend Section L.4.a.8 Building Scale of the Norfolk Zoning Bylaws by deleting the following strikethrough language and by inserting the following new language in bold print; or take any action relative thereto:

L.4.a.8. Building Scale:

No BUILDING FOOTPRINT, other than Offices, shall exceed 50,000 square feet except by Special Permit by the Zoning Board of Appeals.

**RESERVED FOR FUTURE USE**

**Planning Board's Comments**

Article 21 is .

The Advisory Committee recommends \_\_\_\_\_.

**ARTICLE 22** \_\_\_\_\_ **Submitted by the Planning Board**

To see if the Town will vote to amend Section L.4.a.8 Building Scale of the Norfolk Zoning Bylaws by deleting the following strikethrough language and by inserting the following new language in bold print; or take any action relative thereto:

L.4.a.8. Building Scale:

No BUILDING FOOTPRINT, other than Offices, shall exceed 50,000 square feet except by Special Permit by the Zoning Board of Appeals **Planning Board.**

**Planning Board's Comments**

Article 22 .

The Advisory Committee recommends \_\_\_\_\_.

**ARTICLE 23** \_\_\_\_\_ **Submitted by the Planning Board**

To see if the Town will vote to amend Section L.7.a Allowed Uses of the Norfolk Zoning Bylaws by inserting the following new language in bold print in alphabetical order; or take any action relative thereto:

**WAREHOUSES**

**Planning Board's Comments**  
Article 23 .

**The Advisory Committee recommends \_\_\_\_\_.**

**ARTICLE 24 \_\_\_\_\_ Submitted by the Planning Board**

To see if the Town will vote to amend C-6 Residential/Commercial Use District (Route 1A, Dedham Street) by adding a new Section L.7.c Special Permit Uses by the Planning Board as follows; or take any action relative thereto.

Garaging of commercial vehicles ancillary to an allowed or special permit use.

**Planning Board's Comments**  
Article 24 .

**The Advisory Committee recommends \_\_\_\_\_.**

**ARTICLE 25 \_\_\_\_\_ Submitted by the Planning Board**

To see if the Town will vote to amend Section L.7.c Prohibited Uses in the C-6 District by renaming it L.7.d Prohibited Uses in the C-6 and by deleting the following strikethrough language; or take any action relative thereto:

~~Outdoor Commercial Vehicle Storage.  
Truck Terminal or Motor Freight Station~~

**Planning Board's Comments**  
Article 25 .

**The Advisory Committee recommends \_\_\_\_\_.**

**ARTICLE 26** \_\_\_\_\_ **Submitted by the Planning Board**

To see if the Town will vote to amend Section L.7.c Prohibited Uses in the C-6 District by renaming it L7.d Prohibited Uses in the C-6 and by deleting the following strikethrough language; or take any action relative thereto:

~~Outdoor Commercial Vehicle Storage;  
Truck Terminal or Motor Freight Station~~

**Planning Board's Comments**

Article 26 .

**The Advisory Committee recommends** \_\_\_\_\_.

**ARTICLE 27** \_\_\_\_\_ **Submitted by the Planning Board**

To see if the Town will vote to amend Section L.7.c Prohibited Uses in the C-6 District by following strikethrough language; or take any action relative thereto:

~~Outdoor Commercial Vehicle Storage;  
Truck Terminal or Motor Freight Station.~~

**Planning Board's Comments**

Article 27 .

**The Advisory Committee recommends** \_\_\_\_\_.

**ARTICLE 28** \_\_\_\_\_ **Submitted by the Planning Board**

To see if the Town will vote to accept as a public way the following street as laid out by the Select Board: Nichols Way; or take any other action relative thereto.

**Planning Board's Comments**

Article 28 .

**The Advisory Committee recommends** \_\_\_\_\_.

**ARTICLE 29**

**Submitted by Citizen Petition**

To see if the Town will vote to amend the General Bylaws, Article III, Section 2 – Advisory Committee, by adding the following language as Paragraph G, [or take any action relative thereto](#):

The Advisory Committee shall include at least two members with a degree in Accounting or Finance and a minimum of four (4) years experience in an accounting or finance position. After approval of [this](#) Paragraph G by Town Meeting, the next two expired terms of Advisory Committee members shall be filled by candidates with the qualifications set forth herein. Only if, after a diligent search, no such candidates are found to be available for appointment, may other residents generally qualified for the committee be appointed. However, as Committee member terms subsequently expire, every reasonable effort shall be made to appoint candidates with the qualifications set forth herein until two such candidates have been appointed to the committee.

**Draft Annual Town Meeting Article List - June 9, 2020**

Article #	Topic	Proponent	Dollar	Source of funds		Other Sources
			Amount	Free Cash	Other	
1	Annual Election					
2	Pay unpaid bills from prior year	BOS	-			
3	Budget Transfers	BOS				
4	Compensation Schedule - Non Union Employees	BOS				
5	Appropriate FY21 Budget	BOS				
6	Water Enterprise Fund Budget	BOS				
7	Wastewater Enterprise Fund Budget	BOS				
8	Capital Expenditures other than from borrowing	BOS				
9	Capital Expenditures from Borrowing	BOS				
10	Establish a SPED Reserve Fund	SC				
11	Hear reports from Town Committees					
12	General Bylaws - Mailing of all Town Meeting Warrants	TGSC				
13	Reauthorize Revolving Fund Spending Limits	BOS				
14	CPC - Administrative Expenses	CPC				
15	CPC - Annual Distributions	CPC				
16	Chapter 90 Fund Authorization	BOS				
17	Acceptance of Grants	BOS				
18	Sale of Surplus Property	BOS				
19	Affordable Housing - eliminate 2 family Provision	PB				
20	Amend Zoning Bylaws - B-1 remove limitation of bedrooms I.4.a.11	PB				
21	Various Street Acceptances (Nichols Way)	BOS/PB				
22	Citizens Petition By-Law amendment re: Advisory Appts.	Petition				
23						
			\$ -	0.00	0.00	
						0.00



# TOWN OF NORFOLK

## SELECT BOARD

ONE LIBERTY LANE  
NORFOLK, MASSACHUSETTS

Blythe C. Robinson  
Town Administrator

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

April 15, 2020

MEMO TO: Select Board

FROM: Blythe C. Robinson, Town Administrator

RE: **Proposed Expansion of the MECC Overview**

The Metacomet Regional Communications Center was created in September, 2013 by the Towns of Norfolk, Wrentham, Plainville and Franklin. After six years of planning and construction, the facility opened on the 2<sup>nd</sup> floor of the Norfolk Police Station in May, 2019. Several months ago, the MECC Director, Gary Premo, was contacted by the Director of the State 911 Department to inquire about the MECC's interest in expanding the district to include the Towns of Mendon and Millville. The MECC Board has met to discuss this, and the purpose of this memo is to bring the Board up to speed on this topic and what impact it would have on the Town of Norfolk.

The intermunicipal agreement executed by the four towns is in effect until 2040. The agreement provides for changes to the agreement to be determined by its Board of Directors which are defined as the Town Administrator's or their designee from each Town. The agreement further allows for the size of the district to be expanded, on such terms as they determine and vote to implement. The items I want to touch on to bring you up to speed about this change include the reasons for the expansion, the fiscal impact to the MECC and Norfolk, ability to absorb additional population and call volume, staffing, technology, governance and future of the district.

Mendon and Millville have been in a district for a number of years. While they are prepared to continue to operate this district, the State has needed to spend a large amount of money to ensure their communications equipment is adequate, which they would prefer to redirect to larger regional districts. The State approached the district about joining another, specifically the MECC. Mendon & Millville see this as an opportunity for them, as currently they operate with one dispatcher per shift, and the MECC offers them a higher level of service than they have today. The State is prepared to cover all or a portion of their dispatch costs for up to ten years, making this transition financially positive for them.

As the State has placed a high priority on reducing its costs to operate the 911 system, it intends to do so by encouraging larger regional districts. Their method to do so is to increase grants to these groups to facilitate the change. For the MECC they will cover the cost of our operations in the following manner: 100% of the operating budget for FY21 & FY22, 50% of the budget in FY23 and

25% of the budget in FY24. In addition to this, they will increase the training and support grant by just over \$410,000 which will overall lower the cost impact on each of communities annually. The funding source for this is the surcharge on every cellphone and landline, dedicated to 911.

Further, by expanding the district, the overall percentage assessment to each community will also change. The assessment is based both on the population and call volume of each town. Currently Norfolk is responsible for 16% of the overall budget, which would drop to 12.5% as Mendon and Millville would become responsible for 8% and 4% respectively. The Board has had the MECC Director draft the attached budget forecast with fairly conservative growth factors. This is for planning purposes only; however, it gives us an understanding of what Norfolk would need to plan for when the assessments begin again in FY23.

When the MECC was built, it was designed to enable it to expand. The addition of these two towns represents a population of just over 9,000, which is smaller than any of our current four towns. We don't have data on all of their call volume yet, but we do know that Mendon Fire generates about 700 calls per year, or approximately two/day. Last fall the MECC Board voted to add three dispatchers to staff to better cover the high number of police calls per year. The MECC Director believes this level of staffing will be well positioned to absorb these two towns without further expansion now. Additions to staff in the future would be predicated on growth in population and call volume that is unknown at this time. In the future we anticipate the ability to grow the district by another community of the size of either Norfolk or Wrentham. Beyond this the physical layout of the MECC space at the Police Station would need to be modified, as there likely would not be enough area to house additional work spaces without renovations.

Since opening on May 6<sup>th</sup> last year, the single issue that has been challenging for the MECC is technology. The police and fire software systems (Caliper and Alpine) were selected several years before opening by staff, Police and Fire Chiefs who are all with the exception of Chief Stone are no longer involved. Both the expectations of the current chiefs as well as the changes in technology have made what is expected and needed different. Everyone has been working through these matters diligently, and the Board believes we have largely resolved them. This was a very important point to the Board, as we want to ensure that our first responders have confidence in the MECC and the systems they rely on for their work, especially as we consider expansion.

How to modify the governance of the district is also an important decision for the Board. Currently each of the four towns has an equal vote. We've discussed but not resolved whether we would assign one vote to the two towns (since they are a single entity now), or one vote each to them for a total of six. We also need to work through use of the MECC's excess and deficiency fund, apportionment of pension assessments in the future (we don't begin paying in as a district until 2022) regardless of this expansion and other details such as this.

The proposal at this point is for the MECC to begin dispatching for these communities on January 1, 2021. This assumes of course that the items outlined in this memo are resolved. Should that take place, the MECC would apply for the grants mentioned earlier, and the State would provide that funding for the full FY21 fiscal year. That means Norfolk would be able to reduce its MECC assessment in our budget from \$380,564 to zero for FY21, and again for FY22. We would need to plan for our assessment to go back up in FY23 and beyond. I would suggest that we should not adjust the Town budget for this until the fall special town meeting, to ensure all of the needed steps take place. Separately, the MECC will have amassed an excess and deficiency balance by the

end of FY20 of approximately \$850,000. It has grown quickly in its first two full fiscal years of assessments primarily through the budgeting of pension assessments which we learned recently would not be assessed by Norfolk County until FY22. The Board is currently discussing how much of an E&D balance to keep in reserve going forward, and then returning to each community its share of the difference. These funds could be redirected to the Town's stabilization fund or potentially for other public safety capital needs.

I look forward to reviewing this with you at the meeting on Tuesday night. I believe we'll need to deliberate further on how we utilize the potential savings to the Town for the next two years, and then how we prepare for the years after that. Please let me know if you have any questions or concerns, or if there is any other information you would like to have on this topic.

Enclosures

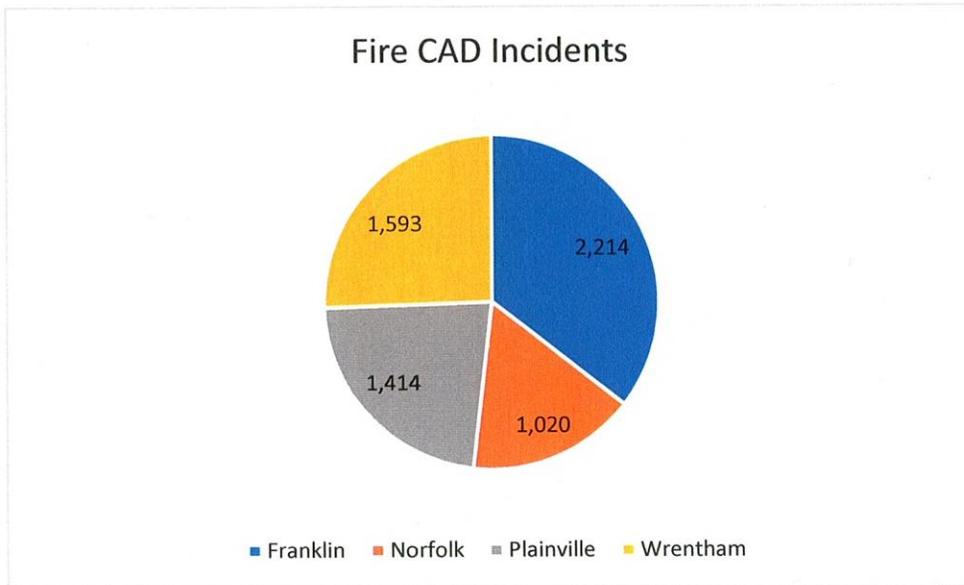
Cc: Todd Lindmark, Finance Director

**MECC ANNUAL BUDGET SUMMARY FIVE YEAR PROJECTION**

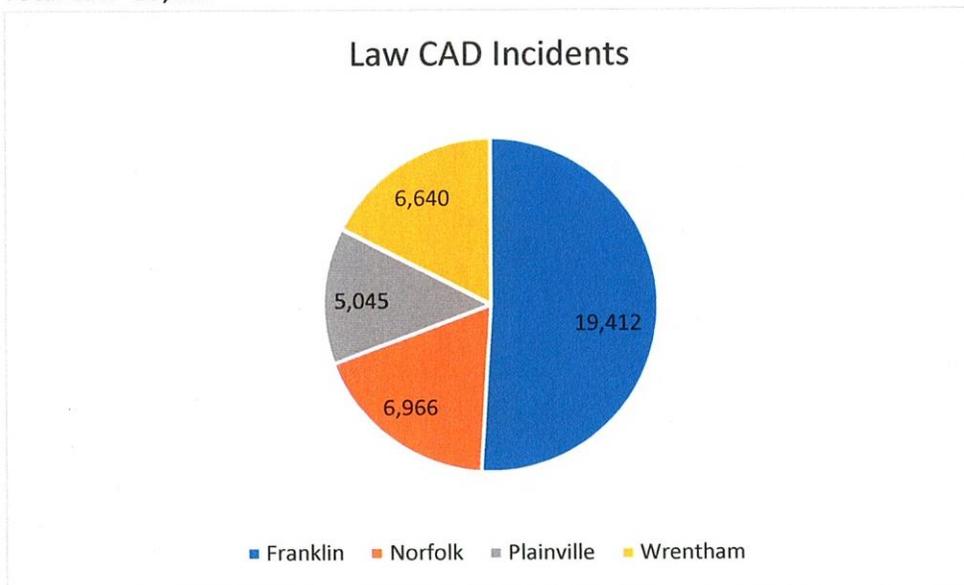
		FY2021	FY2021 add mend/mill	FY2022	FY2023	FY2024	FY2025
<b>Budgets:</b>							
Personnel Services		2,431,891	2,431,891	3,108,848	3,222,113	3,338,777	3,458,940
Expenses		626,500	626,500	695,415	771,911	856,821	951,071
<b>Total Budget</b>		<b>3,058,391</b>	<b>3,058,391</b>	<b>3,804,263</b>	<b>3,994,024</b>	<b>4,195,597</b>	<b>4,410,011</b>
S&I Grant		679,953	1,092,086	1,092,086	1,092,086	1,092,086	1,092,086
<b>Total Assessments</b>		<b>2,378,438</b>	<b>1,966,305</b>	<b>2,712,177</b>	<b>2,901,938</b>	<b>3,103,511</b>	<b>3,317,925</b>
	Franklin 47%	1,117,908					
	Norfolk 16%	380,564					
	Plainville 13.5%	321,101					
	Wrentham 23.5%	558,954					
<b>Assessments if NO Dev Grant is Awarded</b>							
	Franklin 44%		894,710	1,193,358	1,276,853	1,365,545	1,459,887
	Norfolk 12.5%		280,211	339,022	362,742	387,939	414,741
	Plainville 14%		270,379	379,705	406,271	434,492	464,509
	Wrentham 17.5%		403,111	474,631	507,839	543,114	580,637
	Mendon 8%		78,656	216,974	232,155	248,281	265,434
	Millville 4%		39,328	108,487	116,078	124,140	132,717
<b>Assessments IF Dev Grant is Awarded</b>							
			FY2021	FY2022	FY2023	FY2024	FY2025
	Franklin 44%		0	0	638,426	1,024,159	1,459,887
	Norfolk 12.5%		0	0	181,371	290,954	414,741
	Plainville 14%		0	0	203,136	325,869	464,509
	Wrentham 17.5%		0	0	253,920	407,336	580,637
	Mendon 8%		0	0	0	124,140	199,075
	Millville 4%		0	0	0	62,070	99,538

July 1, 2019-December 31, 2019

Total Fire=6,241



Total Law=38,063



04/07/2020 13:03  
9730rrov

Town of Norfolk - LIVE  
PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

P 1  
apwarrnt

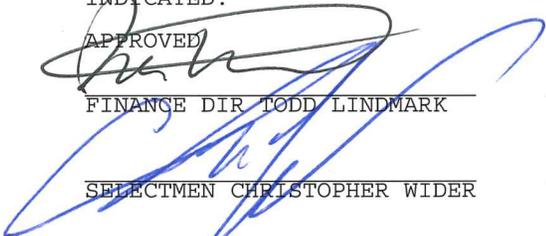
DATE: 04/07/2020 WARRANT: 41V20 AMOUNT: \$ 32,874.06

\$	428.95
\$	7,085.21
\$	6,020.80
\$	2,398.70
\$	5,954.69
\$	3,663.02
\$	4,841.97
\$	2,480.72
\$	32,874.06

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



04/14/2020 11:51  
9730rrov

Town of Norfolk - LIVE  
PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

P 1  
apwarnt

DATE: 04/14/2020 WARRANT: 42V20 AMOUNT: \$ 332,324.71

\$	57,158.01
\$	34,685.41
\$	903.93
\$	1,843.00
\$	137,690.49
\$	3,434.85
\$	1,626.01
\$	382.80
\$	90,293.68
\$	3,168.28
\$	1,138.25
\$	<b>332,324.71</b>

TO THE TREASURER:

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

APPROVED

  
FINANCE DIR TODD LINDMARK

\_\_\_\_\_  
SELECTMEN KEVIN KALKUT

  
SELECTMEN CHRISTOPHER WIDER

\_\_\_\_\_  
SELECTMEN CAROLYN C. VAN TINE

\*\*\*\*\*

SCHOOL BILLS

\_\_\_\_\_  
SCHOOL COMMITTEE  
THOMAS DOYLE

\_\_\_\_\_  
SCHOOL COMMITTEE  
PAUL COCHRAN

\_\_\_\_\_  
SCHOOL COMMITTEE  
JENNIFER WYNN

\_\_\_\_\_  
SCHOOL COMMITTEE  
MEDORA CHAMPAGNE

\_\_\_\_\_  
SCHOOL COMMITTEE  
JEFFREY CURRY

04/09/2020 14:06  
9730bboc

Town of Norfolk - LIVE  
ACCOUNTS PAYABLE WARRANT REPORT

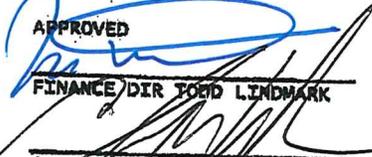
P 1  
apwarrnt

DATE: 04/14/2020 WARRANT: 42VS20 AMOUNT: \$ 59,791.98

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  
NEDORA CHAMPAGNE

SCHOOL COMMITTEE  
JEFFREY CURRY

6,811.53 +  
3,447.59 +  
48,532.56  
59,791.98

✓ 9

**DRAFT**

**Norfolk Select Board's Open Session Meeting Minutes  
March 5, 2020**

Members Present: Kevin Kalkut; Christopher Wider; CiCi Van Tine. Members Not Present: None. Also Present: Blythe Robinson, Town Administrator; Judith Lizardi, Executive Assistant.

The meeting was held in Room 124, Town Hall. Mr. Kalkut called the meeting to order a 5:30 p.m.

**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 construction of the Police Station, insofar as an open meeting may have a detrimental effect on the litigation position of the public body**

At 5:30 p.m. a motion was made by Mr. Kalkut to move that the Board vote to enter into executive session under Massachusetts G.L. c.30A, §21(a)(3) to obtain advice of counsel and discuss strategy with respect to potential litigation regarding the construction of the Police Station insofar as an open meeting may have a detrimental effect on the litigation position of the public body, and further to invite Town Counsel Peter Mello, Town Administrator Blythe Robinson, and Executive Assistant Judith Lizardi. The Board will reconvene into open session for the purpose of entering into a second executive session. The motion was seconded by Mr. Wider. A roll call vote was taken as follows: Mr. Wider – aye; Ms. Van Tine – aye; Mr. Kalkut – aye. All were in favor.

At 5:56 p.m. a motion was made by Mr. Kalkut to close the Executive Session and enter into open session. It was seconded by Mr. Wider. A roll call vote was taken as follows: Mr. Wider – aye; Ms. Van Tine – aye; Mr. Kalkut – aye. All were in favor.

**B. Executive Session under M.G.L. c.30A, §21(a)(3) to discuss settlement of two matters of litigation, specifically:**

- a. Lorraine Sweeney v. Norfolk Zoning Board of Appeals and Edward O'Harte, Superior Court Civil Action #1882CV00638; and**
- b. James B. Lorusso Trustee v. the Zoning Board of Appeals and Marie & Bruce Simpson Land Court Case #18MISC16943**

At 5:57 p.m. a motion was made by Mr. Kalkut to move that the Board vote to enter into executive session under Massachusetts G.L. c.30A, §21(a)(3) to discuss strategy with respect to litigation regarding Lorraine Sweeney v. Norfolk Zoning Board of Appeals and Edward O'Harte, Superior Court Civil Action #1882CV00638; and James B. Lorusso Trustee v. the Zoning Board of Appeals and Marie & Bruce Simpson Land Court Case #18MISC16943, and further to invite Town Counsel Peter Mello, Town Administrator Blythe Robinson, and Executive Assistant Judith Lizardi. The Board will reconvene into open session for the purpose entering into a third executive session. The motion was seconded by Mr. Wider. A roll call vote was taken as follows: Mr. Wider – aye; Ms. Van Tine – aye; Mr. Kalkut – aye. All were in favor.

At 6:25 p.m. a motion was made by Mr. Kalkut to close the Executive Session and enter into open session. It was seconded by Wider. A roll call vote was taken as follows: Mr. Wider – aye; Ms. Van Tine – aye; Mr. Kalkut – aye. All were in favor.

**C. Executive Session under M.G.L. c.30A, §21(a)(2) to prepare for contract negotiations for the Director of Public Works Contract**

At 6:27 p.m. a motion was made by Mr. Kalkut to move that the Board vote to enter into executive session under Massachusetts G.L. c.30A, §21(a)(2) to prepare for contract negotiations for the Director of Public Works contract, and further to invite Town Administrator Blythe Robinson, Human Resource Director Scott Bragdon and Executive Assistant Judith Lizardi. The Board will reconvene into open session to conduct the rest of the meeting. The motion was seconded by Mr. Wider. A roll call vote was taken as follows: Mr. Wider – aye; Ms. Van Tine – aye; Mr. Kalkut – aye. All were in favor.

At 7:09 p.m. a motion was made by Mr. Kalkut to close the Executive Session and enter into open session. It was seconded by Mr. Wider. A roll call vote was taken as follows: Mr. Wider – aye; Ms. Van Tine – aye; Mr. Kalkut – aye. All were in favor.

***Chair Kalkut called a five-minute recess.***

Mr. Kalkut called the meeting back to order at 7:15 p.m. He announced this meeting is being both video and audio taped. All present recited the Pledge of Allegiance.

Ms. Robinson reviewed the agenda.

Public Comment

Ms. Betsy Pyne, Historical Commission Chair, discussed the agenda item regarding the Town of Norfolk's right of first refusal to purchase property located at 75 Cleveland Street. She stated an application for demolition of the house has been received. She stated that she spoke to Community Preservation Committee Chair Cindi Andrade and expressed concern that the house is going to be demolished. She said she further discussed her concern with the state's Community Preservation Coalition; they said if the Town buys the property, the house can be sold with a preservation restriction in perpetuity. She asked the Select Board to not give up the right of first refusal yet and to give the Historical Commission and CPC time to review it. She stated the conditions are different now than when the CPC made their vote.

Ms. Robinson said the Planning Board is taking up a related item at their meeting next week; the future buyer wants to demolish the house and put up two houses. She recommended this item be deferred to the March 17<sup>th</sup> or April 7<sup>th</sup> Select Board meeting.

**Action Items**

Please consider issuing a special one-day liquor license to the Norfolk Lion's Club for their Chilifest Fundraiser on March 7, 2020

Ms. Robinson stated that the Norfolk Lions Club is having their 13th annual Chilifest fundraiser on Saturday, March 7th, and are planning to have a cash bar for the sale of alcohol. As a non-profit organization they are eligible for such a license as part of the event; the application is included in the Select Board's meeting packet. All the required paperwork and insurance has been provided, and the Town's public safety departments have expressed no concerns about the event. As the event is planned for two nights after this meeting, approval at this meeting is important. This item has been placed first on the agenda to enable the club representative to obtain the approved license tonight as the Town Administrator's office will be closed on Friday; thus, it will need to be signed during the meeting. She recommended approval.

A motion was made by Mr. Kalkut to approve a special one-day license for the Norfolk Lions Club for their Chilifest fundraiser on Saturday, March 7<sup>th</sup>. It was seconded by Mr. Wider, and so voted. All were in favor.

Please consider sending a letter of support to the Massachusetts Historical Commission for a grant to replace the Norfolk Grange Roof

Ms. Robinson stated that Select Board Member Wider recently was contacted by a contractor working for the Grange to ask if the Town would be willing to send a letter of support to the State Historical Commission for a grant that the Grange is pursuing to cover the cost of replacing the building's roof. There is no financial support required by the Town for this project. The State Historical Commission looks for letters of support from communities as part of their grant decision process.

Mr. Sam Zeigler, Worthy Master of Norfolk Grange, stated the building needs a new roof and there is a good chance of getting the grant. He stated that it is important for the Town to keep the old building going. He stated that the Grange and the Town have a long history; they are trying to keep the tradition to provide a place for people to meet and celebrate. Mr. Kalkut clarified that the Grange is only requesting a letter of support. Mr. Zeigler confirmed a letter is needed as it is an important part of the application which is due on March 20<sup>th</sup>. He requested the letter be sent to him, and he will attach it to the application.

A motion was made by Mr. Kalkut that the Board authorize the Chair to send a letter of support to the Massachusetts Historical Commission regarding the Grange's application for a historic preservation grant application. It was seconded by Mr. Wider, and so voted. All were in favor.

Please consider authorizing the Norfolk School Committee to submit a Statement of Interest to the MSBA for the expansion of the Freeman-Kennedy School

Dr. Ingrid Allardi, Superintendent of Schools, and Mr. Matt Haffner, Director of Facilities, addressed the Select Board. Dr. Allardi stated that in October 2019 she presented information to the Select Board regarding enrollment projections and the need to expand the Freeman-Kennedy School due to burgeoning enrollment. She noted that the Space Study Committee was formed because of concerns from citizens and others regarding the impact of building projects and 40Bs on increased school enrollment. She discussed the process for kindergarten registration and noted they currently have completed 149 registrations. They are expecting to open this September with 160-165 students. She stated that next year they will be short two classrooms at the H. Olive Day School. There is no open space available. Space at the Freeman-Kennedy School will be acceptable for next year, but as the grades roll up, they will be out of space. She stated that options for expansion were discussed in October. The most cost effective and feasible option was adding space at the Freeman-Kennedy School. This project might be a candidate for funding from the Massachusetts School Building Authority (MSBA) program. Annually, the MSBA invites Statements of Interest (SOI) from communities that would like to be invited into the program, the deadline for which this year is April 6<sup>th</sup>. They are requesting the Select Board to authorize the Norfolk School Committee to submit a Statement of Interest to the MSBA for the expansion of the Freeman-Kennedy School. She explained that it is a cost share program; it does not commit the Town to anything or bind the Town to entering the program. They can apply, and the Town can find out if the application for state funding would be considered. She said it would be wise to pursue this now, in case they were declined.

A motion was made by Mr. Kalkut that having convened in an open meeting on March 5, prior to the closing date, the Select Board of Norfolk, in accordance with its charter, by-laws, and ordinances, has

voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated April 6, for the Freeman-Kennedy School located at 79 Boardman St. which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future:

Elimination of existing over-crowding and prevention of severe overcrowding expected to result from increased enrollments, which must be substantiated. The district is currently out of classroom space at the H. Olive Day School and cannot accommodate the two additional classrooms needed next year without impacting other core educational programs. Increased enrollment due to significant building and construction is expected to result in severe overcrowding at the Freeman-Kennedy School in the next few years;

and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the Town of Norfolk to filing an application for funding with the Massachusetts School Building Authority. It was seconded by Mr. Wider, and so voted. All were in favor.

Dr. Allardi stated that they expect to come before the Select Board soon with the H. Olive Day School roof closeout; they expect to be under budget.

Please consider determining the amount of the FY21 operating budget to propose to Town Meeting  
Ms. Robinson reviewed that it is the responsibility of the Select Board to propose a balanced budget to the Annual Town Meeting for the ensuing fiscal year. Since the budget workshop on February 8, 2020, staff has been working to develop the budget that is included in the Select Board's meeting packet for consideration. Clarification has been received on the proposed school budgets, health insurance rates, and further analyzed various accounts and costs. The result is that at present the budget is out of balance by \$297,474. With this deficit eliminated, the budget would increase 2.81 percent over FY20. While this deficit would appear to be a large gap, there are several measures that could be taken to balance the budget. She reviewed the major drivers for this budget and line items that have not been finalized.

Mr. Kalkut stated that the Select Board will discuss this agenda item, there will be a public comment session, and the Select Board will then vote on a final direction for an overall percentage increase.

Mr. Robinson discussed reducing dependence on Free Cash. She stated that the Town wants to meet contractual obligations and close deficits. She discussed that there are several important factors impacting the revenue side of the budget including:

- Tax increase of 2.5 percent which increases revenues by \$784,537
- New growth estimated to increase \$600,000
- State aid which there is a net reduction in the Governor's proposed budget of \$3,401. While Lottery aid is up 2.8 percent, it is offset by various Cherry sheet charges of \$161,502, the most significant is increased Charter School tuitions
- Local Receipts:
  - Transfer Station Revenue – it is strongly recommended that the Board consider adjustments to the program and charges. Without such, revenue projections will need to be reduced as the division lost almost \$70,000 in FY19

- Ambulance receipts – rates were increased last fall and some the cost of the new firefighter/paramedic positions may be able to be offset
- Free Cash – At this point, it is budgeted a reduction as well as no revenue from cemetery fees for a total of \$100,000, down from \$233,197 in FY20

She discussed the major drivers on the expense side of the budget including:

- Norfolk Schools increase of \$561,547 or 4.4 percent due to increasing enrollment
- Public Safety services – increase of \$249,868 or 4.5 percent due to two new grant funded firefighter/paramedic positions and union contract obligations
- Norfolk County Retirement contribution – increase of \$148,362 or 6.7 percent
- Health insurance costs have increased \$89,810 or 3.81 percent. This is the combination of a rate increase of 3.67 percent and adjustments to the number of enrollees and the types of plans they are enrolled in
- Debt Service costs – increase of \$87,065 or 16.97 percent

She discussed that there are some important factors to keep in mind with this budget:

- King Philip School Budget – the assessment is lower than anticipated at a 1.46 percent increase (overall increase of \$129,593). She noted that the School Committee has not certified the budget, and there is some concern about the ability of Norfolk’s sister communities to fund their assessments. If those towns do not pass a budget as certified, Norfolk’s assessment may go down
- Health insurance – there are two options to lower the overall cost of insurance:
  - Retiree health insurance - currently it is the Select Board’s policy to charge retirees 35 percent of their retiree coverage, the same as current employees. The Board can reduce that premium share to 50 percent which is projected to save the Town over \$120,000 annually and may significantly reduce OPEB liability
  - Health insurance opt out program – all employees will be notified shortly that this program is available; a decrease in this budget is anticipated if employees are able to take advantage of it
- Norfolk Schools budget – this budget has not been voted on by the School Committee at this juncture; however, the Superintendent has advised that in order to meet the demand for increasing enrollment (1 percent increase in student population, 150 children enrolled for kindergarten next year), this budget needs to increase by 4.4 percent
- Town side budget adjustments – budget adjustments both in revenue adjustments and expenditure decreases continue to be looked at. Clearer direction from the Select Board is requested on the total picture of the budget in order to determine what is recommended

She stated permit fees and other revenue sources have been analyzed to make sure they are appropriate. She stated that non-union employees typically take the same increase as the clerical union at 4.0 percent, but she asked all department heads to take only 3 percent. She stated that at early discussions on the budget, the Select Board debated what level of budget increase it would support for next year. The discussion ranged from an increase of 3.0 percent which largely depends on a 2.5 percent tax increase, to level funding the budget from FY20.

Mr. Wider stated concern about the use of Free Cash; it is taxpayers’ money being folded back into the budget to cover deficits. Free Cash should be used for some of the \$50 million in capital. He noted that \$11 million is needed for roads. He stated he has questions regarding the MECC and the maintenance costs. He asked if the Town is breaking even on its rental property. Ms. Robinson reviewed the agreement that pays rent for the space, about \$53,000, and a second agreement that pays for the custodial services, about \$39,000. She stated they were covering their costs to provide those services. Mr. Wider asked if there was any duplication of staff between the Town and the MECC. Ms. Robinson stated there is no duplication. Mr. Matt Haffner, Facilities Director, stated the

MECC lease agreement is done by square footage; it has been more than covering its costs. He discussed the shared custodian with the school and other maintenance costs. Ms. Robinson said custodians who are at the schools work specifically at the schools and are in the school budget. She stated that the Town's 1.5 custodians are spread across Town Hall, Library, COA, and Police Station. Part of that salary is paid by revenue from the MECC. They are projecting the MECC's budget will be less than last year. Ms. Van Tine asked if the MECC was going to be merging with Foxboro. Ms. Robinson said Foxboro is on track to open their own MECC with four towns.

Mr. Wider stated he is concerned about providing a 3.0 percent budget increase each year. He is preparing for the future. He stated that by using Free Cash, the Town will never get ahead. Ms. Robinson said it is important for the Town to deliver services people expect and trim where possible to be prepared for the future. She would like to see less Free Cash used to allow for more money for capital needs such as roads and roofs. Mr. Kalkut stated there has been a great effort done on the budget as there has never been an increase in the 2-percent range before. The upward trend is not continuing this year. Dr. Allardi, in response to questions, reviewed the potential enrollment increases. Ms. Van Tine noted that this year Wrentham is experiencing a larger school budget increase because they had positive enrollment versus Plainville and Norfolk which had negative enrollment. Ms. Robinson reviewed the King Philip and Norfolk Schools budgets. King Philip is at a 1.46 percent increase in their assessment; their overall increase is 3.49 percent. Norfolk Schools has a 4.4 percent increase. She stated she does not know how Norfolk's sister communities will vote on their assessments. Select Board members discussed the assessments for the regional districts.

Mr. Wider stated concern about the \$50,000 for major maintenance in the Facilities budget; he does not think there should be a slush fund of \$50,000. Mr. Haffner explained that it is not a slush fund. When unanticipated things happen, having the money available right away to attack the issue is important. He discussed that money in that account was used for the oil at the DPW, significant rot at the COA, and boiler issues. He said so far this year, he has used about \$27,000; last year some of the money in the account was returned. It is an emergency fund for reacting to problems that the Town has to take care of. Ms. Van Tine discussed the \$50,000 in the Facilities budget and noted that if the money is there when the unexpected happens, Mr. Haffner is able to handle it. She asked that if it were a lower amount, could Mr. Haffner shift around some line items. Mr. Haffner explained that he does shift around line items; he runs the department as conservatively as possible. However, there is always something unexpected that comes up. He stated that he cannot authorize work if there is not enough money available; he would then have to go to the Advisory Committee. He noted that any unused money is returned to Free Cash. Ms. Robinson stated there are many situations that cannot be anticipated as buildings are aging and things come up.

Ms. Van Tine discussed the amount the Town pays for retirees' health insurance going from 65 percent to 50 percent. She stated that she likes the 2.8 percent budget increase as it is lower than the 3.07 percent increase discussed in December. Mr. Kalkut stated that during the first year he was on the Select Board, he spent much time with Finance Director Todd Lindmark to learn about the budgets. This year he spoke with many citizens in the community to learn of their expectations for this budget. Some people are expecting taxes to go down; other people were accepting of higher taxes because they want to see all services funded. The Select Board's challenge is to find a middle ground. He stated appreciation for the work Ms. Robinson and Mr. Lindmark have done on the budget. He agreed with the 2.81 percent increase as it stops the upward trend but also keeps level services. Ms. Robinson said she will bring forward some additions and changes regarding the budget to the March 17, 2020 Select Board meeting.

School Superintendent Ingrid Allardi responded to concerns about the regional school and regional assessment. She explained she has been working with Superintendent Zinni at KP to share programming and resources which will help to reduce costs from both budgets.

Ms. Donna Jones, 64 North Street, asked about the financial arrangement of the three towns in the King Philip Schools regional district. Mr. Kalkut explained the required local contribution and discussed that each town's assessment is based on many factors. He stated that the vote of two of the three districts is accepted. He noted the upcoming joint meeting with the Select Boards from Plainville and Wrentham.

Mr. Kalkut stated that the last piece of the budget discussion is what to advise Ms. Robinson and Mr. Lindmark. Mr. Wider said if 2 to 3 percent is added each year, he does not see that they will be able to get to the capital items. He stated that if the Town wants \$50 million in capital items and \$11 million in roads over the next 10 years, the budget has to be cut somewhere and Free Cash cannot continue to be used. The only way to do that is to not increase the budget 2.5 to 3.0 percent every year; a level-funded budget should be looked at. He stated that the schools have already done their level-funded budget. Mr. Kalkut asked about the initial requests of the departments and how many departments were requesting more than 3 percent. Ms. Robinson stated the Fire Department requested more because of the two new positions that were grant funded and the collective bargaining agreement. She noted that ambulance revenue will help to sustain that gap. Mr. Kalkut said it seems like Ms. Robinson has been given direction. They can return to this discussion at the March 17, 2020 meeting at which time Ms. Robinson can provide final information to the Select Board. Ms. Robinson recommended this item be tabled to the March 17, 2020 meeting. She will tell the Advisory Committee that the Select Board has given direction, but not voted on it.

Please vote on the Board's intention to lay out Nichols Way for acceptance at the May 12th Town Meeting

Ms. Robinson stated that this street is part of a nine-unit open space subdivision off Holbrook Street built by Mr. Tom DiPlacido. The street is complete to the Town's standard, and thus ready to be considered for acceptance. In order to do so at the spring Town Meeting, the Select Board needs to vote its intent to lay out the street, and then refer the street to the Planning Board so they can review the information and provide the Select Board with a report on this within 45 days. In order to comply with the provisions of Chapter 82 of the Massachusetts General Laws, and to provide for a full and proper public discourse on this matter, the Select Board also votes that notice of this intention be served upon the owners of the lands that will be acquired for this purpose, and on abutters thereto. This notice shall state the intentions of the Select Board, and announce that the Select Board will meet on April 21, 2020 in the Norfolk Town Hall to hear all persons interested in the laying out of these Town ways. Further, the Select Board votes in accordance with Chapter 82 of the Massachusetts General Laws to forward Nichols Way to the Norfolk Planning Board for a recommendation on street acceptance.

A motion was made by Mr. Kalkut to move that the Board vote on the request of Tom DiPlacido; its intent to lay out Nichols Way as a public way. It is the opinion of the Select Board that common convenience and necessity require the laying out of a public way in this location. It was seconded by Mr. Wider, and so voted. All were in favor.

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

Mr. John Owens and Ms. Nancy Owens, perspective buyers of the property, addressed the Select Board. Mr. Owens stated they wanted to put two houses on the property; one house would be for his daughter. He requested the Select Board let them know as quickly as possible if the Town was going to buy the property so they can plan accordingly. Mr. Kalkut said the other boards and committees will review this. Ms. Owens questioned that as the CPC already voted, how can they go back and vote again. She said she would be willing to donate the house to the Historical Commission. She stated that the house is 200 years old, but it is not on the Historical Register. She stated that she was under the impression that all the other committees were in agreement about the property. Ms. Robinson said she will inquire to determine if the Historical Commission and the CPC can have their meetings before the next Select Board meeting scheduled for March 17, 2020. Mr. Kalkut confirmed the Select Board will target the March 17, 2020 meeting to consider this item again.

A motion was made by Mr. Kalkut that the Select Board TABLE the 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. to the Select Board meeting on March 17, 2020, or at the latest on April 7, 2020. It was seconded by Mr. Wider, and so voted. All were in favor.

Please consider an appointment to the Board of Registrars

Ms. Robinson stated that in January her office sent a letter to the Democratic Town Committee Chair notifying him that there is a vacancy on the Board of Registrars that needs to be filled and asking for three names from which the Select Board could appoint. An email was received back from Mr. David Rosenberg indicating that the Committee voted to nominate him for another term. They did not supply any other names. She recommended Mr. Rosenberg be appointed.

A motion was made by Mr. Kalkut that the Board appoint Mr. David Rosenberg to the Board of Registrars for a three-year term beginning April 1, 2020. It was seconded by Mr. Wider, and so voted. All were in favor.

Please consider approving a request from the Federated Church of Norfolk to use the Gazebo on Town Hill on Easter Sunday, April 12, 2020, for their annual sunrise service from 5:30 to 7:00 a.m.

Ms. Robinson stated that as they have done for a number of years, the Federated Church has requested that the Select Board approve the use of the gazebo on Town Hill to hold their Easter sunrise services. There have been no issues with the service in past years; she recommended that the Select Board approve the request again this year. She stated the Federated Church has been alerted to the policy regarding the refundable security deposit.

A motion was made by Mr. Kalkut that the Board approve a request by the Federated Church to utilize the gazebo on Town Hill on Sunday, April 12th from 5:30 a.m. – 7:00 a.m. to hold their annual Easter Sunday services. It was seconded by Mr. Wider, and so voted. All were in favor.

Please consider appointing Judith Lizardi as a Records Access Officer to replace Anthony Turi

Ms. Robinson stated that effective February 24, 2020, Anthony Turi submitted his resignation from performing the duties of Records Access Officer (RAO) for the Town. The Town must designate one or more RAO's to coordinate the Town's response to requests for records, and to assist individuals who seek records in identifying what they are looking for. She recommended that the Select Board appoint Judith Lizardi, an Executive Assistant in her office, to replace Mr. Turi in this role. She will be supported by Scott Bragdon and Ms. Robinson as she goes into this role. She would join the Police and Fire Chiefs who are the other two RAO's designated by the Select Board. She stated that in Ms. Lizardi's short tenure with the Town, she has shown exemplary skills in the area of coordinating

information, and attention to detail and follow up that are important skills in this area. Ms. Robinson stated that in order for Ms. Lizardi to perform the work, she proposes to increase Ms. Lizardi's hours by up to ten per week, and correspondingly will reduce Mr. Turi's hours by the same amount. There will be no additional costs to the Town. She stated that should this request be approved, a year-end transfer near the end of the fiscal year to transfer funds from the Town Clerk's budget salary line to the Select Board Office will be sought. The transition will start next week.

Mr. Kalkut stated this is a thankless job. He thanked Mr. Turi for the incredible job he did as RAO. Ms. Van Tine asked if the job was posted. Ms. Robinson stated it was not posted as generally everyone else was already working full time.

A motion was made by Mr. Kalkut that the Board appoint Ms. Judith Lizardi as Records Access Officer to replace Mr. Anthony Turi. It was seconded by Mr. Wider, and so voted. All were in favor.

### **Discussion Items**

#### Please discuss a draft of the warrant for the Annual Town Meeting

Ms. Robinson stated that included in the Select Board's meeting packet is a first draft of the warrant for the Annual Town Meeting. There are 29 articles proposed that are comprised of the typical articles required for the Town to conduct its business along with several articles to make changes to sections of the zoning bylaws, the establishment of a school special education reserve fund, and a citizen petition to change the requirements to be appointed by the Advisory Committee. She reviewed Article 10 which is a request by the School Committee for the Town to establish a Special Education Reserve Fund to be utilized in the upcoming years for unanticipated or unbudgeted special education costs, including out-of-district tuition or transportation. She pointed out that the Water and Wastewater Enterprise Fund articles are being structured differently than done in the past. She recommended the Town use the model preferred by the State Department of Revenue to pass the budgets as it provides more information to voters before they come to Town Meeting about what is in the budget. She reviewed that Article 12 which is a request by the Town Government Study Committee that obligates the Town to mail all Town Meeting Warrants. This has been a conversation in the past; this would change the Town bylaws to require they be mailed for both Town Meetings. She stated that the Advisory Committee indicated that based on the cost of mailing a postcard, mailing the Warrant would be affordable. She stated that Articles 19 through 28 are Planning Board related. She reviewed Article 29 which is a citizen's petition that was received requiring Advisory Committee appointees have a financial background. She noted the citizens' petition has not yet been reviewed by Town Counsel. The required signatures were obtained to bring it forward on the Warrant. Ms. Van Tine opined that the Advisory Committee is appointed by the Moderator; the Moderator will determine the members to appoint.

Ms. Robinson requested feedback from the Select Board as to the order of the Warrant and asked if Select Board members had any questions about the articles. Select Board members had no questions or comments. Ms. Robinson said she would send the Warrant to Town Counsel.

#### Please discuss the formation of a Building Committee for the repair or replacement of the Fire Station

Ms. Robinson reviewed that this item has been placed on the agenda so that the Select Board can consider the formation of a building committee for the fire station. While the timing of the replacement or major repair of the building has not been identified, it needs to be addressed how to properly house the staff now that two new firefighter/paramedics have been hired as a result of the SAFER grant. She discussed that the existing mobile trailer was acquired approximately 15 years ago

and was intended to be a short-term solution to locate staff who could not be housed in the station itself. The employees work 24-hour shifts, so the trailer functions not only as an office space, but also accommodates sleeping quarters for three persons, a kitchen for meal preparation, and lockers for personal gear. This set up has worked well for as long as the staffing was such that there have not been more than three persons working on overnight shifts. When the former Chief applied for the SAFER grant, the project budget and timing were planned so that once the Police Station was completed, the Fire Station would follow shortly thereafter, and there would be a short window between the timing of the new positions if the grant was won, and sufficient space in a temporary or permanent building to house them. The grant was awarded and those two persons have been hired, so there are regularly four persons working 24 hours/day. However, a path forward to fund the building project has not been identified. The current trailer is inadequate for this many people to work in on more than a temporary basis. Staff has been working to identify how to rectify this matter and is looking at two options which are either to purchase a larger trailer or to modify the interior of the existing building. The decision is leaning towards the trailer purchase, as it is believed it will be the most cost effective for the Town long term, especially as it will likely allow the department to stay on site throughout the eventual construction at far lower cost than relocating to DPW which had originally been envisioned. For these reasons, this agenda item is meant to give the Select Board the opportunity to discuss whether to form a committee whose first task would be to review this matter and make a recommendation to the Select Board, or if the Select Board would prefer to hold off on the formation of a committee, and decide based directly on staff's proposal. A copy of the relevant section of the Town's General Bylaws regarding building committees has been provide in the Select Board's meeting packet. She recommended if the Select Board wishes to move forward, an announcement be made to invite residents to submit an application to be considered.

Mr. Kalkut stated it seems like putting together a building committee would be a great way to get engaged individuals and professionals involved to assess the needs. Mr. Wider and Ms. Van Tine agreed. Ms. Robinson asked what types of backgrounds the Select Board would be interested in the potential committee members having, such as architectural, engineering, facilities backgrounds, and fire chiefs. Mr. Kalkut stated he would leave this open to all the backgrounds that Ms. Robinson mentioned. Ms. Robinson said she would bring this item back for further discussion after some resumes are received.

#### Please discuss the adoption of a Code of Conduct

Ms. Robinson stated that included in the Select Board's meeting packet is a draft policy for consideration to implement a code of conduct. The purpose of the code is to set standards for how the Select Board conducts itself with regard to the public, fellow boards and members, the Town Administrator, and other staff. It is not meant to be imposed on any other board or committee. Included, but separate, is a code of conduct for visitors. This document is intended to set standards for how visitors to Town Hall and other public buildings conduct themselves. She noted that several other communities have adopted a visitors' code of conduct.

Select Board members agreed that Section IV of the proposed code of conduct be removed as it pertains to the Town Clerk. As well, the uppercase letters used in the proposed visitors' code of conduct should be made lowercase. Ms. Van Tine expressed concern as to what is meant by harassing conduct and suggested that wording and other language be tighten and clarified. She questioned what was meant by giving the Town Administrator full responsibility for discharging their disposition and/or solutions. Ms. Robinson said that if there is a decision about the way to solve something, the Town Administrator has the full authority to implement that solution. Mr. Wider expressed concern regarding the section in the proposed code of conduct relating to the conduct of

the Select Board in relation to the Town Administrator. He noted that the Select Board and visitors are being asked to have codes of conduct; he asked if there was an employee code of conduct. Select Board members discussed policies currently in place with regard to anti-bullying and the possibility of having a general harassment policy. Ms. Robinson said this item was on the agenda for discussion. She requested Select Board members let her know if they have any additional comments.

Please discuss a policy to publish correspondence received by the Board on the Board's website page  
Mr. Kalkut stated that when the Select Board went through the budget discussions, one of the items that stuck out was when the Town Clerk discussed the Records Access Officer and said the Assistant Town Clerk spends 10 to 15 hours per week dedicated to the RAO function. Mr. Kalkut stated that there seems to be an opportunity to bridge some of the gaps for what people are looking for in terms of transparency, as well as take some of the strain off the RAO in terms of getting some of the communications that are coming into the Select Board onto the website for public consumption. He stated that this is not going to make a large dent into the new RAO's workload, but given some of the public comment periods that the Select Board has heard, it would be a benefit to the community to highlight some of the types of messages that are coming in, including questions and general correspondence, so people would be able to reference them in an easier fashion. He asked the Select Board if they felt this was as worthwhile an endeavor with as much benefit as he did. Mr. Wider asked who would decide what goes on the website and what does not. Mr. Kalkut stated that his proposal is that it would fall onto the Select Board Clerk. Ms. Van Tine stated that was acceptable. Mr. Kalkut stated that everything that comes into the Select Board is public record. He suggested that anything that comes to the Select Board that would be of interest or benefit to the community at large should be posted on the website for people to have access to; this would add another level of transparency. Ms. Van Tine stated she would post all correspondence and emails including concerns, observations, and attacks on the Select Board. Discussion commenced about the content to put on the website. Select Board members informally agreed that it would include townspeople's emails, concerns, observations, and correspondence to the Select Board and that this is a good initiative to try out. Ms. Robinson noted the Select Board would need to decide what the webpage would look like.

### **Report of Warrants**

Please consider approval of the following warrants:

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

- 2/14/2020 16P20 and 16PS20 \$819,810.94
- 2/18/2020 34V20 \$198,731.06
- 2/18/2020 34VS20 \$110,793.59

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

A motion was made by Mr. Kalkut to approve the following warrant:

- 2/25/2020 35V20 \$165,608.10

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

### **Approve Minutes**

Please consider approval of the minutes

A motion was made by Ms. Van Tine that the Board approve the minutes of the January 28, February 4, 8 and 18, 2020 regular meeting minutes. It was seconded by Mr. Wider, and so voted. All were in favor.

Ms. Anne Marie Battistone asked where the information discussed during the Community Office Hours held monthly by Select Board members will be posted. Mr. Kalkut stated those meetings are not documented as there is only one Select Board member present; it is not an open meeting.

At 9:59 p.m. a motion was made by Mr. Kalkut to adjourn the meeting. It was seconded by Ms. Van Tine, and so voted. All were in favor.

The next meeting will be held in Room 124, Town Hall, on Tuesday, March 17, 2020, at 6:30 p.m.

This is a true and accurate report of the Select Board's meeting of March 5, 2020.

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CiCi Van Tine, Clerk