



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 May 5, 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. Public Meeting on the laying out of Nichols Way for acceptance at the Annual Town Meeting**
- 2. COVID-19 Updates**
- 3. Public Comment**

Action Items

- 4. Please consider adjustments to the FY21 proposed budget**
- 5. Please consider voting to lay out of Nichols Way for acceptance at the Annual Town Meeting**
- 6. Please consider opening the warrant for the annual town meeting to add an article regarding an article sponsored by the CPC to establish a rental assistance fund**
- 7. Please consider executing a contract with WasteZero for the provision of Transfer Station Trash Bags**

8. Please consider an open meeting law complaint regarding the April 21st meeting
9. Please consider re-voting the DPW Director contract for procedural reasons

Discussion Items

10. Please discuss holding the annual Memorial Day Parade
11. Please discuss suggestions for the cover of the 2019 annual town report

Report of Warrants

12. The following warrants have been signed:

- 4/21/2020 43V20 \$41,313.46 (CW)
- 4/24/2020 21P20 and 21PS20 \$798,361.66 (CW)
- 4/28/2020 44V20 \$702,461.10 (CW)
- 4/28/2020 44VS20 \$44,914.69 (CW)

Approve Minutes

13. Please consider approval of the minutes

Any other unanticipated business that may come before the Board

ADJOURNMENT



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 29, 2020

MEMO TO: Select Board
From: Blythe C. Robinson, Town Administrator
RE: **Agenda Background – May 5, 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. Public Meeting on the laying out of Nichols Way for acceptance at the Annual Town Meeting

A step in the process of accepting a town road as a public way includes a public meeting prior to Town Meeting called by the Select Board to take public input. Included in your packet are several items pertinent to this item:

- A letter from the Town Planner informing the Board that the Planning Board held their meeting on April 14, 2020 and voted to recommend the street be accepted
- A notice to the abutters of the street about this meeting and invitation to provide comment as well as the abutters list
- A copy of the certification that the Board Chair will sign after the Board votes to act.

At this meeting the Board needs to vote to lay out Nichols Way substantially in the location of the named private way. Rich McCarthy will be at the meeting on Tuesday to answer any questions that you may have.

2. COVID-19 Updates
3. Public Comment
4. Please consider adjustments to the FY21 proposed budget

At the last meeting a majority of the board indicated its continued concern that the COVID-19 pandemic would have a detrimental effect on the finances of the Town for FY21. We've received no specific guidance from the State about adjustments to those revenue categories since that last meeting. However, in conjunction with the Norfolk Public Schools we have developed a tiered proposal for the Board to consider at this meeting. A memo on this topic

along with a PowerPoint presentation which outlines the highlights of the plan is included in your packet for review. Because of the tiers, we've scripted three separate motions for consideration.

MOVE that the Board approve the FY21 budget at a 2.43% increase.

MOVE that the Board approve the FY21 budget at a 1.54% increase.

MOVE that the Board approve the FY21 budget decreased by \$983,063.

5. Please consider voting to lay out of Nichols Way for acceptance at the Annual Town Meeting

Once the Board hears any public input regarding acceptance of this street earlier in the meeting, a vote to lay out the street is required prior to the annual town meeting. A motion to this effect is included for your consideration.

MOVE that the Board vote to lay out Nichols Way substantially in the location of the private way known as Nichols Way.

6. Please consider opening the warrant for the annual town meeting to add an article regarding an article sponsored by the CPC to establish a rental assistance fund

The Community Preservation Committee has made a request to add an article to the warrant which would enable the Town to offer rental assistance to qualifying households who have experienced a loss of income due to the COVID-19 pandemic. The affordable housing trust has been working on the details regarding this program and is in support of it as well, as they would be responsible for administration of the funds, which are proposed to be \$50,000. A copy of the draft warrant article as reviewed by Town Counsel and some background about the program are included in your packet.

MOVE that the Board open the annual town meeting warrant to add an article regarding an article sponsored by the CPC to establish a rental assistance fund.

7. Please consider executing a contract with WasteZero for the provision of Transfer Station Trash Bags

Included in your packet is a proposed contract with WasteZero for the Town and its partner retailers to purchase trash bags to sell to residents starting July 1st. As you know, this is part of our revamped system to operate the Transfer Station next fiscal year. The State bid out this service and this company is approved provider. At the time this packet was being finalized we were still awaiting Town Counsel's comments. We intend to provide you with the final version at the meeting.

MOVE that the Board approve a contract with WasteZero for the provision of Transfer Station Trash Bags.

8. Please consider an open meeting law complaint regarding the April 21st meeting

After the April 21st meeting resident Peter Chipman submitted the attached complaint indicating he believes there was an intentional violation of State law in that he wasn't afforded

an opportunity to comment regarding the contract for the DPW Director. He requests that the vote be reconsidered after further public input is provided. He is also requesting that the Chairman no longer act as monitor during the meeting. I have included a copy of the Board's public comment policy in case you wish to consult it. I have not scripted a motion for this item, as I anticipate board deliberation is needed to determine a decision.

9. Please consider re-voting the DPW Director contract for procedural reasons

As you know, at the last meeting by a 2 – 1 vote the appointment of the DPW Director and approval of the contract was made. However, the recording of the vote does not appear to include a second to the motion which is needed. Whether it was either not clearly captured or did not take place, it is recommended that the Board re-vote to appoint the DPW Director and approve the contract. The contract has already been signed by a majority of the Board and Mr. Crane.

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 effective April 27, 2020.

10. Please discuss holding the annual Memorial Day Parade

As you know, the Governor has extended the stay at home advisory to May 18th which precludes any gatherings of more than 10 persons. It is impossible to know whether this advisory will be lifted prior to May 25th, which leads to this discussion about whether the parade and ceremonies should be cancelled or modified in some way. We have checked in with the master of ceremonies and others involved in the event, and their responses are included in your packet. We would like some direction from the board on this topic, since there is some advance work to be done to prepare. If you'd like to see a different type of celebration, it would be helpful to have time to plan for that.

11. Please discuss suggestions for the cover of the 2019 annual town report

We are ready to submit the Town's 2019 annual report to the printer, yet need to settle on what cover artwork to use. Included in your packet are several options we are asking you to review and let us know which one you would like us to use this year. The ideas include the police station completed in that year, renovated Tramp House, and a picture of the Town Hall clock being replaced with assistance from the fire department. Of course, if you have other ideas those are welcomed.

12. The following warrants have been signed:

- 4/21/2020 43V20 \$41,313.46 (CW)
- 4/24/2020 21P20 and 21PS20 \$798,361.66 (CW)
- 4/28/2020 44V20 \$702,461.10 (CW)
- 4/28/2020 44VS20 \$44,914.69 (CW)

13. Approval of Minutes

MOVE that the Board approve the minutes of the March 17, 2020 regular meeting.



TOWN OF NORFOLK
SELECT BOARD

ONE LIBERTY LANE
NORFOLK, MASSACHUSETTS

Blythe C. Robinson
Town Administrator

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

Street Name: Nichols Way

COMMONWEALTH OF MASSACHUSETTS

Norfolk , ss

Town of Norfolk

SELECT BOARD'S LAYING OUT OF A TOWN WAY

This is to certify that the Select Board of the Town of Norfolk has voted that common convenience and necessity require that a Town way be laid out in the location described below. Having complied with all requirements of law relating to notice to the owners of land to be taken therefor, having notified the abutters of same, and having held a public meeting on May 5, 2020 via Zoom online video conferencing and heard all persons present who desired to be heard, the undersigned Select Board members of Norfolk hereby certify that they have voted to lay out a Town way substantially in the location of the private way known as Nichols Way. The boundaries and measurements of said Town way as so laid out are as follows:

As shown on the attached Nichols Way as-built plan.

We hereby report this laying out to the Town for acceptance and order that the same be forthwith filed in the office of the Town Clerk.

WITNESS our hands as Town of Norfolk aforesaid, this ____ day of May, 2020.

Kevin Kalkut, Chair

Christopher Wider, Vice Chair

Carolyn Van Tine, Clerk



**TOWN OF NORFOLK
PLANNING BOARD**
ONE LIBERTY LANE
NORFOLK, MASSACHUSETTS 02056

TEL: (508) 528-2961
FAX: (508) 541-3300

www.norfolk.ma.us

April 15, 2020

Norfolk Select Board
1 Liberty Lane
Norfolk, MA 02056

Re: Annual Town Meeting 2020 – Street Acceptance Recommendation

Dear Select Board,

Please be advised, that at our meeting on April 14, 2020, the Planning Board voted to recommend that the following street be accepted at the 2020 Annual Town Meeting:

- Nichols Way (Winding Hollow Subdivision off Holbrook Street)

Sincerely,


Richard J. McCarthy, Jr.
Town Planner

RJM/bjf



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

To All Abutters and Owners of Nichols Way:

RE: NOTICE OF INTENT TO LAY OUT NICHOLS WAY

The Select Board wishes to extend an invitation to you to comment on its intention to ask the Town to accept Nichols Way as a public way, as referred to on the attached plan.

The Select Board encourage you to attend a public meeting on the laying out of this street, which will be held on May 5, 2020 at 7:00 p.m. at either One Liberty Lane, Room 124, Norfolk or 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, this public meeting may be physically closed to the public to avoid group congregation (alternative public access to this meeting would be done via Zoom online video conferencing). Please check posted meeting agenda for meeting location details.

In order for the Select Board to best address the acceptance of this street, the Board would appreciate it if prior to the public meeting you would relay any comments and/or concerns to the Interim Public Works Director, Barry Lariviere (by telephone at 508-528-4990) or by email at blariviere@norfolk.ma.us or to the Town Planner, Richard McCarthy (by telephone at 508-440-2807) or by email at rmccarthy@norfolk.ma.us who will then be able to investigate any issues that you raise prior to the public meeting.

Please have your advance comments to the Town Engineer and/or Town Planner no later than Thursday, April 30, 2020.

Thank you for your interest and assistance on this matter.

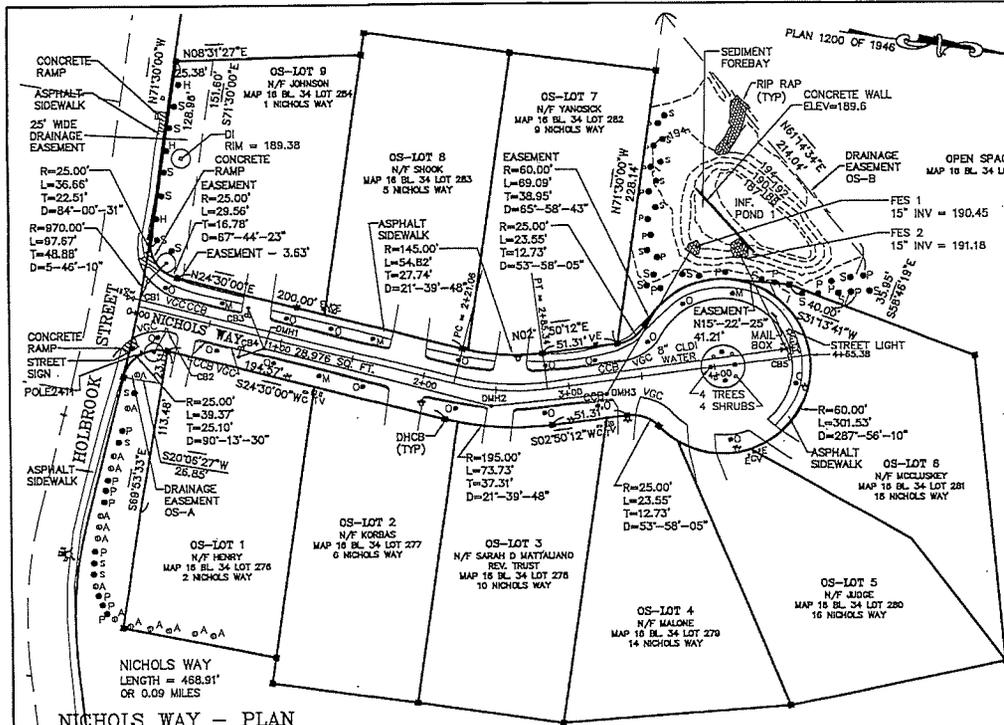
Sincerely,

Blythe C. Robinson
Town Administrator

Enclosure

BCR/nal

cc: Barry Lariviere, Interim Director of Public Works
Richard McCarthy, Town Planner



NICHOLS WAY - PLAN
SCALE: 1" = 40'

- LEGEND**
- DRILL HOLE CONCRETE BOUND
 - CATCH BASIN
 - DRAIN MANHOLE
 - ELECTRIC TRANSFORMER
 - ELEC. HAND HOLE
 - ∇ VERIZON
 - COMCAST
 - VGC VERTICAL GRANITE CURB
 - C&B BERM

ROADWAY ELEVATIONS

STATION	LEFT GUTTER	CENTER	RIGHT GUTTER
0+00	-	193.59	-
0+50	194.56	194.94	194.84
1+00	195.61	195.93	195.87
1+50	196.65	196.98	196.69
2+00	197.52	197.86	197.51
2+25	197.66	198.18	197.92
2+50	197.97	198.33	198.03
2+75	197.90	198.22	197.97
3+00	197.72	198.05	197.79
3+50	197.27	197.48	197.29
4+00	-	ISLAND	-
4+50	-	195.61	-

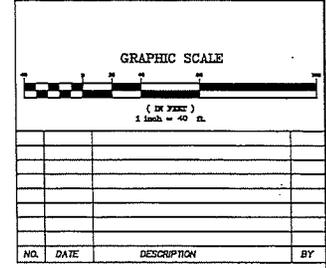
SEDIMENT FOREBAY AND INFILTRATION POND 1
 SFB ELEV. AREA SQ. FT.
 188 528

POND 1
 ELEV. AREA SQ. FT.
 187 1,703
 188 2,390
 190 4,154
 192 5,463

REFERENCES:
 DEED BOOK 33721 PAGE 485
 PLAN 37 AND 38 OF 2015
 PLAN 78 OF 2016

BOUNDS:

#	NORTHING	EASTING	STATION	OFFSET
101	10078.4869	4617.1821	0+01.49	50.10' RT
102	10111.6533	4604.6920	0+26.49	25' RT
103	10288.7055	4685.3798	2+21.06	25' RT
104	10359.9214	4702.6984	2+85.34	25' RT
105	10411.1683	4705.2377	3+56.65	25' RT
106	10430.8514	4716.5197	3+56.86	35.29' RT
107	10434.3447	4646.0179	3+56.86	35.29' LT
108	10413.6428	4655.2988	3+56.65	25' LT
109	10382.3958	4652.7587	2+85.34	25' LT
110	10309.4411	4639.8817	2+21.06	25' LT
111	10127.4489	4556.8431	0+21.06	25' LT
112	10114.1093	4526.2579	-0+3.82	47.39' LT



I HEREBY CERTIFY THAT THIS PLAN SHOWS THE ACTUAL AS-BUILT LOCATIONS, PROFILES AND ELEVATIONS OF THE ROADWAY, DRAINAGE FACILITIES AND UTILITIES BASED UPON A FIELD SURVEY MADE DURING THE PERIOD FROM JUNE 26, 2018 THROUGH AUGUST 20, 2018.

SURVEYOR _____
 ENGINEER _____

I HEREBY CERTIFY THAT NICHOLS WAY HAS BEEN LAID OUT AND THE BOUNDS HAVE BEEN SET AS SHOWN ON THIS PLAN.

DATE _____

NORFOLK BOARD OF SELECTMEN	NORFOLK PLANNING BOARD
DATE ENDORSED _____	DATE ENDORSED _____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

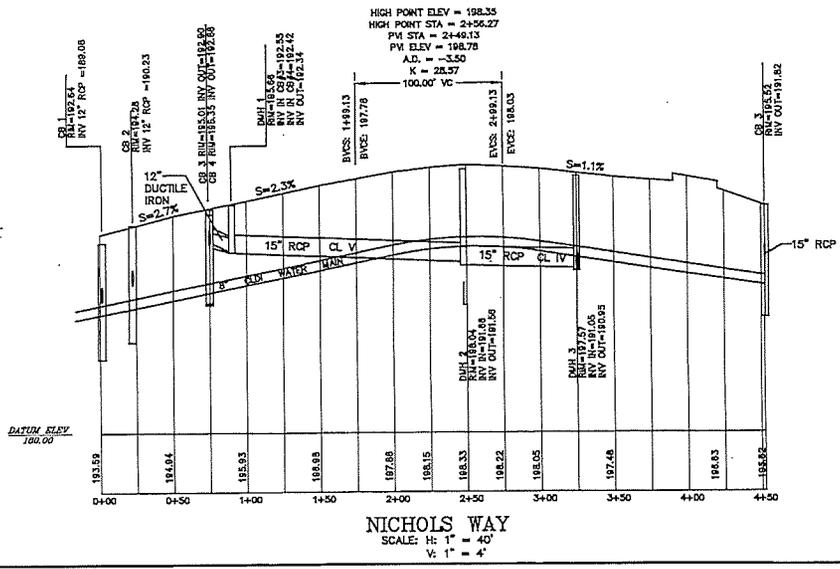
I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIP AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP, OR FOR NEW STREETS OR WAYS ARE SHOWN.

DATE _____

NOTES:
 1. BEARINGS AND COORDINATES TAKEN FROM APPROVED SUBDIVISION PLANS OF RECORD.

THIS SURVEY AND PLAN WERE PREPARED IN ACCORDANCE WITH THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS

I DECLARE THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS



NICHOLS WAY
 SCALE: H: 1" = 40'
 V: 1" = 4'

AS-BUILT ACCEPTANCE PLAN
 NICHOLS WAY
 STATION 0+0 TO 4+65.38
 NORFOLK, MASSACHUSETTS
 (NORFOLK COUNTY)
 PREPARED FOR
 WINDING HOLLOW, LLC
 850 FRANKLIN STREET
 WRENTHAM, MASSACHUSETTS
 AUGUST 27, 2019
 SCALE: 1" = 40'

DATE	FIELD BY:	INT.	DATE
12/18	FIELD BOOK	BL	AUG. 27, 2019
8/19	CALCS BY:	RRG	SCALE
8/19	DESIGNED BY:	RRG	1" = 40'
8/19	DRAWN BY:	COMP	PROJECT
8/19	CHECKED BY:	ACM	UC1124
UNITED CONSULTANTS INC. 850 FRANKLIN STREET SUITE 11D WRENTHAM, MASSACHUSETTS 02093 508-354-0550 FAX 508-354-0550			SHEET
			1 of 1

CERTIFIED ABUTTERS' LIST

Parcel ID	Location	Owner Name/Address
0016-0034-0285	NICHOLS WAY	WINDING HOLLOW LLC 200 STONEWALL BLVD SUITE #4 WRENTHAM, MA 02093
----- A B U T T E R S -----		
0016-0034-0162	38 HOLBROOK ST	WINDING HOLLOW LLC 200 STONEWALL BLVD SUITE #4 WRENTHAM, MA 02093
0016-0034-0276	2 NICHOLS WAY	HENRY MICHAEL & NADESDA 2 NICHOLS WAY NORFOLK, MA 02056
0016-0034-0277	6 NICHOLS WAY	KORBAS GREGORY T 6 NICHOLS WAY NORFOLK, MA 02056
0016-0034-0278	10 NICHOLS WAY	SARAH D MATTALIANO REV TRUST SARAH D MATTALIANO 10 NICHOLS WAY NORFOLK, MA 02056
0016-0034-0279	14 NICHOLS WAY	MALONE JAMES C & MEGAN E 14 NICHOLS WAY NORFOLK, MA 02056
0016-0034-0280	16 NICHOLS WAY	JUDGE MICHAEL & LESLIE 16 NICHOLS WAY NORFOLK, MA 02056
0016-0034-0281	18 NICHOLS WAY	MCCLUSKEY MARC PAUL & CHRISTINE 18 NICHOLS WAY NORFOLK, MA 02056
0016-0034-0282	9 NICHOLS WAY	YANOSICK JUSTIN T & KATHERINE E 9 NICHOLS WAY NORFOLK, MA 02056
0016-0034-0283	5 NICHOLS WAY	SHOOK JASON T 5 NICHOLS WAY NORFOLK, MA 02056
0016-0034-0284	1 NICHOLS WAY	JOHNSON DANA L & ANDREW S 1 NICHOLS WAY NORFOLK, MA 02056

11 parcels listed

TOWN OF NORFOLK

Certified Abutters List

Map & Lot 16-34-285 - Immediate

Date 3/4/2020 Abutters

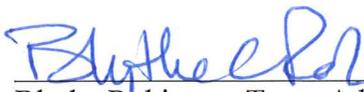
By [Signature]

VOTE OF INTENTION TO LAY OUT A TOWN WAY

This is to certify that on the 5th day of March 2020, the Select Board of the Town of Norfolk has voted, on its own initiative and based upon the recommendation of the Interim Department of Public Works Superintendent, Barry Lariviere, and Town Planner, Richard J. McCarthy, it intends to lay out a Town way at Nichols Way. It is the opinion of the Select Board that common convenience and necessity require the laying out of Town way at this location.

In order to comply with the provisions of Chapter 82 of the Massachusetts General Laws, and to provide for a full and proper public discourse on this matter, the Select Board has also voted that notice of this intention be served upon the owners of the lands that will be acquired for this purpose, and on abutters thereto. This notice shall state the intentions of the Select Board, and announce that the Select Board will meet on May 5, 2020 either in Room 124, One Liberty Lane, Norfolk or 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, this public meeting may be physically closed to the public to avoid group congregation (alternative public access to this meeting would be done via Zoom online video conferencing) to hear all persons interested in the laying out of these Town ways. Please check posted meeting agenda for meeting location details. Further, the Select Board voted 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.

Signed,



Blythe Robinson, Town Administrator



Town of Norfolk

Nancy Langlois <nlanglois@norfolk.ma.us>

RE: Nichols Way

1 message

Tom DiPlacido <tom@diplacidodevelopment.com>
To: Nancy Langlois <nlanglois@norfolk.ma.us>
Cc: Richard McCarthy <rmccarthy@norfolk.ma.us>

Mon, Feb 10, 2020 at 2:40 PM

Good Afternoon Nancy,

Last summer we had submitted Nichols Way along with all of the required information to the Planning Board to start the process of laying it out and accepting it as a Public Way. It was not able to move forward for the Fall Town Meeting because of timing, but should now meet the schedule to be placed on the Spring Town Meeting. Therefore, with this in mind and per the direction of the Town Planner I am formally requesting that the proper actions be taken to place Nichols Way on the Town Warrant for the Spring Town Meeting.

If I may be of assistance with anything please do not hesitate to contact me.

Thank you,

Tom

Thomas DiPlacido Jr. President

DiPlacido Development Corp.

850 Franklin Street, Suite 16

Wrentham, Ma 02093

Phone: 508.384.6324 ext 4

Fax: 508.384.1217

Email: tom@diplacidodevelopment.com

www.diplacidodevelopment.com

From: Richard McCarthy [mailto:rmccarthy@norfolk.ma.us]

Sent: Monday, February 10, 2020 1:45 PM

To: Tom DiPlacido <tom@diplacidodevelopment.com>

2/10/2020

Town of Norfolk Mail - RE: Nichols Way

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

Subject: Nichols Way

Good afternoon Tom,

Per our phone conversation, please ask the Select Board to accept Nichols Way as a public way for the May 2020 Town Meeting.

Once the Select Board gets your request I will work with Nancy on the administrative paperwork to get the road accepted.

Regards,

Richard J. McCarthy, Jr.

Town Planner

[1 Liberty Lane](#)

[Norfolk, MA 02056](#)

508-440-2807

Office Hours- Monday through Thursday 9am to 6pm

Closed Fridays

*Winding Hollow Development LLC.
850 Franklin Street, Suite 8
Wrentham, Mass 02093*

September 3, 2019

Norfolk Planning Board
1 Liberty Lane
Norfolk, MA 02056

Re: Bond Reduction for Winding Hollow (Nichols Way)

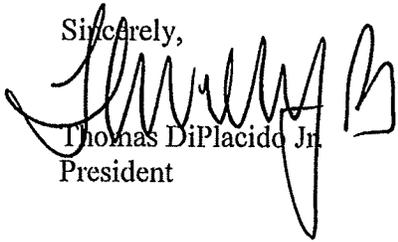
Dear Board Members,

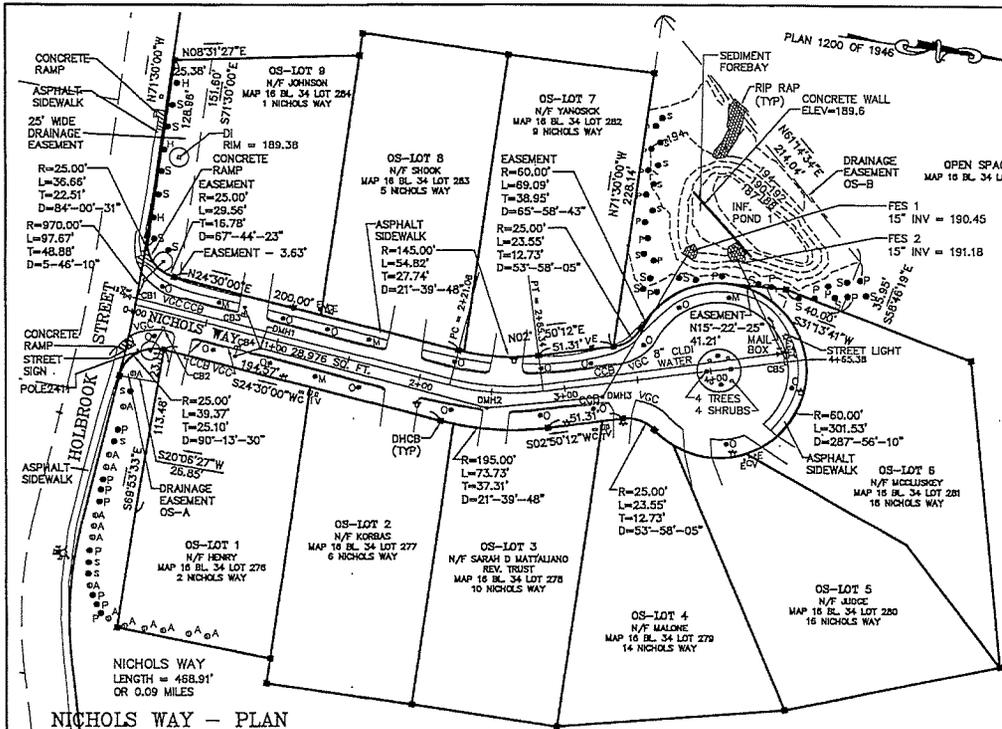
Winding Hollow Development LLC., politely request that the Board vote:

- To request that BETA Group to perform a review of the Nichols Way As-Built Plan and Site so that a bond reduction or release may be granted by the Planning Board.
- To request that Town Counsel to review the submitted documents for adequacy
- To request that DPW to perform a final inspection of Nichols Way.
- To request the Fire Department to review the attached documents and perform their site inspections
- That upon completion of the above that the Board endorse the Nichols Way mylar plans and forward to the Board of Selectmen to hold a Public hearing to place Nichols Way on the upcoming Warrant for the November Town Meeting.

Please find attached electronic files for the Nichols Way As-Built, the Form L Conveyance of Easements, the Proposed Deed to the Town of Norfolk, the Attorney's Certificate of Title and a Nichols Way Checklist for Street Acceptance.

Sincerely,


Thomas DiPlacido Jr.
President



- LEGEND**
- DRILL HOLE CONCRETE BOUND
 - CATCH BASIN
 - ⊙ DRAIN MANHOLE
 - ELECTRIC TRANSFORMER
 - ⊞ ELEC. HAND HOLE
 - ∇ VERIZON
 - C COMCAST
 - VGC VERTICAL GRANITE CURB
 - CCB BERM
 - M-MAPLE
 - S-SPRUCE
 - P-PINE
 - O-OAK
 - H-HEMLOCK
 - A-ARBORVITAE

ROADWAY ELEVATIONS

STATION	LEFT GUTTER	CENTER	RIGHT GUTTER
0+00	-	193.59	-
0+50	194.56	194.94	194.84
1+00	195.61	195.93	195.87
1+50	196.85	196.88	196.89
2+00	197.52	197.86	197.51
2+25	197.86	198.18	197.92
2+50	197.97	198.33	198.03
2+75	197.90	198.22	197.97
3+00	197.72	198.05	197.79
3+50	197.27	197.48	197.29
4+00	-	ISLAND	-
4+50	-	195.61	-

FOR REGISTRY USE ONLY

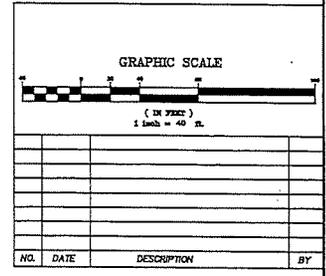
SEDIMENT FOREBAR AND INFILTRATION POND 1
AREA SQ. FT. 528

POND 1
AREA SQ. FT. 5,463

REFERENCES:
DEED BOOK 33721 PAGE 485
PLAN 37 AND 38 OF 2015
PLAN 78 OF 2016

BOUNDS:

#	NORTHING	EASTING	STATION	OFFSET
101	10078.4969	4617.1621	0+01.49	50.10' RT
102	10111.6533	4604.6920	0+26.49	25' RT
103	10288.7065	4685.3798	2+21.06	25' RT
104	10359.9214	4702.6984	2+85.34	25' RT
105	10411.1683	4705.2377	3+36.65	25' RT
106	10430.8514	4716.5197	3+56.86	35.29' RT
107	10434.3447	4646.0179	3+56.86	35.29' LT
108	10413.6428	4655.2989	3+36.65	25' LT
109	10362.3958	4652.7597	2+85.34	25' LT
110	10309.4411	4639.8817	2+21.06	25' LT
111	10127.4489	4556.9431	0+21.06	25' LT
112	10114.1093	4526.2579	-0+3.82	47.39' LT



I HEREBY CERTIFY THAT THIS PLAN SHOWS THE ACTUAL AS-BUILT LOCATIONS, PROFILES AND ELEVATIONS OF THE ROADWAY, DRAINAGE FACILITIES AND UTILITIES BASED UPON A FIELD SURVEY MADE DURING THE PERIOD FROM JUNE 26, 2018 THROUGH AUGUST 20, 2018.

SURVEYOR _____
ENGINEER _____

I HEREBY CERTIFY THAT NICHOLS WAY HAS BEEN LAID OUT AND THE BOUNDS HAVE BEEN SET AS SHOWN ON THIS PLAN.

DATE _____

NORFOLK BOARD OF SELECTMAN		NORFOLK PLANNING BOARD	
DATE ENDORSED	_____	DATE ENDORSED	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIP, AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP, OR FOR NEW STREETS OR WAYS ARE SHOWN.

DATE: _____

NOTES:
1. BEARINGS AND COORDINATES TAKEN FROM APPROVED SUBDIVISION PLANS OF RECORD.

THIS SURVEY AND PLAN WERE PREPARED IN ACCORDANCE WITH THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS

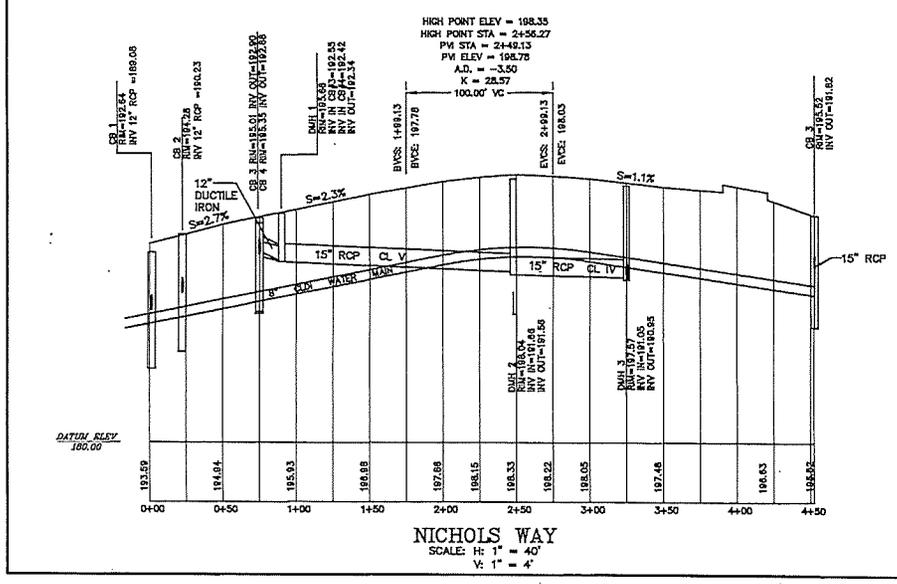
I DECLARE THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS

AS-BUILT ACCEPTANCE PLAN
NICHOLS WAY
STATION 0+0 TO 4+85.38
NORFOLK, MASSACHUSETTS
(NORFOLK COUNTY)
PREPARED FOR
WINDING HOLLOW, LLC
850 FRANKLIN STREET
WRENTHAM, MASSACHUSETTS
AUGUST 27, 2019
SCALE: 1" = 40'

DATE	FIELD BY:	INT.
12/18	BL	BL
8/19	RRG	RRG
8/19	RRG	RRG
8/19	COMP	COMP
8/19	ACM	ACM

UNITED CONSULTANTS INC.
850 FRANKLIN STREET SUITE 11D
WRENTHAM, MASSACHUSETTS 02093
508-384-5550 FAX 508-384-5555

DATE: AUG. 27, 2019
SCALE: 1" = 40'
PROJECT: UC1124
SHEET: 1 of 1



PLANNING BOARD

NORFOLK, MASSACHUSETTS 02056

**FORM L
CONVEYANCE OF EASEMENTS AND UTILITIES**

WINDING HOLLOW, LLC of 850 Franklin Street, Suite 16, Wrentham, Norfolk County, Massachusetts; for the consideration of less than One Hundred (\$100.00), hereby grants, transfers and delivers unto the Town of Norfolk a municipal corporation in Norfolk County, the following:

- A. The perpetual rights and easements to construct, inspect, repair, remove, replace, operate and forever maintain (1) a sanitary sewer or sewers with any manholes, pipes, conduits and other appurtenances, (2) pipes, conduits and their appurtenances for the conveyance of water, and (3) a covered surface and ground water drain or drains with any manholes, pipes, conduits and their appurtenances, and to do all other acts incidental to the foregoing, including the right to pass along and over the land for the aforesaid purposes, in, through, and under the whole of Nichols Way as shown on a plan of land entitled "Definitive Open Space Preservation Development, 'Winding Hollow', Plan of Land – 1, Holbrook Street, Norfolk, Massachusetts," for Thomas W. DiPlacido, Jr., 850 Franklin Street, Wrentham, Massachusetts, Date: May 15, 2015, prepared by United Consultants Inc., 850 Franklin Street, Suite 11D, Wrentham, Massachusetts 02093, which plan has been filed with Norfolk County Registry of Deeds in Plan Book 644, Pages 36-39, said plan is made and said plan is incorporated herein for a complete and detailed description of said roads.
- B. The perpetual rights and easements to use for drainage (describe use or purpose) of the following parcel of land situated on Nichols Way (street) in said Norfolk and bounded and described as follows: (description)
1. 25' Wide Drainage Easement located on Lot 9 and as shown on said plan.
 2. Drainage Easement located on Lot 6 and as shown on said plan.
 3. Drainage Easement OS-A as shown on said plan.
 4. Drainage Easement OS-B as shown on said plan

The grantor warrants that the aforesaid easements are free and clear of all liens or encumbrances except as listed below, that he (it) has good title to transfer the same, and that he will defend the same against claims of all persons.

For grantor's title see deed from Thomas W. DiPlacido, Jr., dated December 15, 2015, recorded with the **Norfolk Registry of Deeds in Book 33721, Page 485.**

This is not a homestead property.

IN WITNESS WHEREOF we have hereunto set our hands and seals this _____ day of September, 2019.

OWNER:
Winding Hollow, LLC

By: _____

Thomas W. DiPlacido, Jr.,
Manager

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

September ____, 2019

Then personally appeared the above named Thomas W. Diplacido, Jr., Manager as aforesaid, proved to me through satisfactory evidence of identification, being a valid driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged that he signed the foregoing instrument as his free act and deed before me, on behalf of Winding Hollow, LLC.

Notary Public
My commission expires: _____

NOTE: This conveyance is not effective until accepted by town meeting or city council.

QUITCLAIM DEED

WINDING HOLLOW, LLC, a Massachusetts Limited Liability Company, of 850 Franklin Street, Suite 16, Wrentham, MA 02093,

for consideration of: Less than One Hundred Dollars (\$100.00),

Grants to: The Town of Norfolk, County of Norfolk, Commonwealth of Massachusetts, a municipal corporation, having its principal place of business at One Liberty Lane, Norfolk, MA 02056,

with Quitclaim Covenants,

The land in Norfolk, Norfolk County, Massachusetts, described as follows:

Reference is made to a certain definitive subdivision plan entitled, "Definitive Open Space Preservation Development, 'Winding Hollow', Plan of Land – 1, Holbrook Street, Norfolk, Massachusetts," for Thomas W. DiPlacido, Jr., 850 Franklin Street, Wrentham, Massachusetts, Date: May 15, 2015, prepared by United Consultants Inc., 850 Franklin Street, Suite 11D, Wrentham, Massachusetts 02093, which plan has been filed with Norfolk County Registry of Deeds in Plan Book 644, Pages 36-39.

FIRST PARCEL

The grantor grants to the grantee all of its right, title and interest in and to the following described roadway and easement:

The land situated within the layout of the roadway shown as "Nichols Way" on the aforementioned Plan, containing 28,976 square feet of land, more or less, according to said Plan, bounded and described as follows:

Beginning at a proposed drill hole in a concrete bound to be located at the southwesterly corner of Nichols Way with Holbrook Street; thence

By a curve with a radius of twenty five feet (25.00') and a length of thirty six and 66/100 (36.66'); thence

PROPERTY ADDRESS: Nichols Way, Norfolk, MA 02056

North 24 degrees 30 minutes and 00 seconds East a distance of two hundred feet (200.00'); thence

By a curve with a radius of one hundred forty five feet (145.00') and a length of fifty four and 82/100 feet (54.82'); thence

North 2 degrees 50 minutes and 12 seconds East a distance of fifty one and 31/100 feet (51.31'); thence

By a curve with a radius of twenty five feet (25.00') and a length of twenty three and 55/100 (23.55'); thence

By a curve with a radius of sixty feet (60.00') and a length of three hundred one and 53/100 (301.53'); thence

By a curve with a radius of twenty five feet (25.00') and a length of twenty three and 55/100 (23.55'); thence

South 2 degrees 50 minutes and 12 seconds West a distance of fifty one and 31/100 feet (51.31'); thence

By a curve with a radius of one hundred ninety five feet (195.00') and a length of seventy three and 73/100 feet (73.73'); thence

South 24 degrees 30 minutes and 00 seconds West a distance of one hundred ninety four and 57/100 feet (194.57'); thence

By a curve with a radius of twenty five feet (25.00') and a length of thirty nine and 37/100 (39.37'); thence

By Holbrook Street by a curve with a radius of nine hundred and seventy feet (970.00') a distance of ninety seven and 67/100 feet (97.67') to the point and place of beginning.

SECOND PARCEL

The grantor grants to the grantee all of its right, title and interest in and to the Drainage Easement in, over, under and across **Lot 9**, as shown on the aforementioned Plan, being more particularly described as a "25' Wide Drainage Easement" on said Plan.

THIRD PARCEL

The grantor grants to the grantee all of its right, title and interest in and to the Drainage Easement in, over, under and across **Lot 6**, as shown on the aforementioned Plan, being more particularly described as a "25' Wide Drainage Easement" on said Plan.

The grants of said roadway and drainage easements described above shall include within said grants, the perpetual right and easement to construct, maintain and replace drainage pipes and utility structures of any and all types as are commonly used in the Town of Norfolk and, without limitation, the right, but not the obligation, to use, construct, inspect, repair, operate and forever maintain drainage and utility pipes and structures and the right to enter on foot and with equipment and vehicles to perform any of said work.

Further, the grantor does hereby grant unto the grantee, its successors and assigns forever, ownership rights in all of said drainage pipes, manholes, conduits, fixtures, headwalls and all appurtenances thereto that are now or hereafter may be constructed, installed in, through or under the above-described land.

Further, the grantor, for itself and its successors in title, covenants that it shall not permit, insofar as it is within its power to do so, any use within said easement areas described herein, which is inconsistent with these grants of easements, including, but not limited to, the erection of any non-drainage related structures of any kind or performing any act which will impair the function or purpose of said grant of easement.

Further, the grantor does hereby grant unto the grantee, its successors and assigns forever, the perpetual right to access the Open Space areas as shown on said plan for the purposes of maintaining the drainage easements shown on said plan as Drainage Easement OS-A and Drainage Easement OS-B, and for all other lawful purposes.

Said land and easement are conveyed subject to any and all encumbrances and any and all other easements shown on plans of record and contained in other documents recorded in Norfolk Deeds.

For grantor's title see deed from Thomas W. DiPlacido, Jr., dated December 15, 2015, recorded with the **Norfolk Registry of Deeds in Book 33721, Page 485.**

Witness my hand and seal this _____ day of September, 2019.

OWNER:
Winding Hollow, LLC

By: _____
Thomas W. DiPlacido, Jr., Manager

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

September _____, 2019

Then personally appeared the above named Thomas W. DiPlacido, Jr., Manager as aforesaid, proved to me through satisfactory evidence of identification, being a valid driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged that he signed the foregoing instrument as his free act and deed before me, on behalf of Winding Hollow, LLC.

Notary Public
My Commission Expires:

Law Offices of
ROCHE AND ROCHE, P.C.

38 Pond Street, Suite 308
Franklin, MA 02038
Telephone: (508) 528-8300
Telefax: (508) 528-8889

John J. Roche
Neil J. Roche (1956-2015)

Mailing Address:
P. O. Box 267
Franklin, MA 02038

September 4, 2019

Thomas W. DiPlacido, Jr.
850 Franklin Street
Wrentham, MA 02093

Sent via e-mail (tom@diplacidodevelopment.com)

RE: Nichols Way, Norfolk, MA
Owner: Winding Hollow, LLC

Dear Mr. DiPlacido:

Please accept this letter as our Certification of Title with regard to the above-captioned premises. We have examined title with the Norfolk County Registry of Deeds through September 4, 2019, and find that on December 15, 2015, the property was conveyed to Winding Hollow, LLC by deed of Thomas W. DiPlacido, Jr., dated December 15, 2015, recorded with Norfolk County Registry of Deeds in Book 33721, Page 485.

Said premises are more particularly described in Exhibit "A" attached hereto.

In addition to those exceptions to record title specifically set forth on Exhibit B attached hereto, this Certificate does not certify to or report upon any of the following matters:

1. Real estate taxes and other municipal liens.
2. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Any encroachments, overlaps, boundary line disputes or other physical facts which may be revealed by a personal inspection or accurate survey of the property.
4. Rights or claims of parties in possession not shown by the public records.
5. Easements or claims of easements not shown by the public records.
6. Any law, ordinance, by-laws or other governmental regulations affecting, restricting,

prohibiting or otherwise regulating the occupancy, use or enjoyment of the property, the character, dimensions or locations of any present or future improvement now existing or hereafter planned for the property, or a separation in ownership or change in the dimensions or area of the property (including, without limiting, the generality of the foregoing, Zoning Laws, State Building Code, Wetlands Protection Act, Subdivision Control Laws, Lead Paint Laws, Health Laws, Sewage Disposal Laws, Historic Districts, Pollution Control Laws, Environmental Laws and the Rivers Protection Act).

7. Bankruptcies, except such as appear of record.
8. Violation of Restrictions.
9. Permits for construction on railroad rights of way as provided by M.G.L.c. 40, Section 54A, and as amended.
10. Possession of the premises by tenants at sufferance, at will, and under a written lease for a term of less than seven (7) years unless the same is of public record.
11. Easements by prescription.

Reference is made to other exceptions to title, specifically set forth on Exhibit "B", attached hereto and made a part hereof.

Please call me in the event you need further information.

Very truly yours,

John J. Roche

EXHIBIT "A"
PROPERTY DESCRIPTION
NICHOLS WAY, NORFOLK, MA 02056

The fee in the Roadway shown as "Nichols Way" and the Open Space containing 430,000 square feet of land, as shown on a plan of land entitled, "Definitive Open Space Preservation Development, 'Winding Hollow', Plan of Land - 1, Holbrook Street, Norfolk, Massachusetts," for Thomas W. DiPlacido, Jr., 850 Franklin Street, Wrentham, Massachusetts, Date: May 15, 2015, prepared by United Consultants Inc., 850 Franklin Street, Wrentham, Massachusetts 02093, which plan has been filed with Norfolk County Registry of Deeds in Plan Book 644, Pages 36-39.

Being a portion of the premises conveyed to Winding Hollow, LLC by deed dated December 15, 2015,

recorded with Norfolk County Registry of Deeds in Book 33721, Page 485.

EXHIBIT "B"

Said premises are subject to and have the benefit of the following:

1. Mortgage to Walpole Cooperative Bank dated December 16, 2015, recorded with the Norfolk County Registry of Deeds in Book 33721, Page 487;
2. Subject to a boundary line agreement recorded with the Norfolk County Registry of Deeds in Book 2655, Page 502;
3. Subject to an Order from the Department of Environmental Protection recorded with said Registry of Deeds in Book 5447, Page 614;
4. Grant of Title 5 Nitrogen Loading Restriction & Easement recorded with said Registry of Deeds in Book 33825, Page 207;
5. Declaration of Trust and Common Scheme Restrictions of the Winding Hollow Homeowner Association Trust recorded in Book 34633, page 431;
6. Easement to Verizon of New England and NStar Electric Company, d/b/a Eversource Energy, dated July 18, 2016, recorded with the Norfolk County Registry of Deeds in Book 34648, Page 261;
7. Notice from Division of Fisheries and Wildlife recorded with said Registry of Deeds in Book 33721, Page 482.
8. Drainage Easements and all other easements shown on plan recorded with said Registry of Deeds in Plan Book 644, Pages 36-39.



TOWN OF NORFOLK

SELECT BOARD

ONE LIBERTY LANE
NORFOLK, MASSACHUSETTS

Blythe C. Robinson
Town Administrator

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

April 29, 2020

MEMO TO: Select Board

From: Blythe C. Robinson, Town Administrator

RE: **Proposal for further budget reductions – FY21**

At the last meeting, a majority of the board indicated its continued concern that the COVID-19 pandemic would have a detrimental effect on the finances of the Town for FY21, and that the current 2.43% increase may need to be reconsidered. The intervening two weeks since the meeting have not resulted in clarity from the State on reductions to local aid that would guide our decisions. Nevertheless, we have been working internally in conjunction with the Norfolk Public Schools to develop what we believe is a measured approach to lower the Town's revenue expectations for FY21. At Tuesday's meeting we would like to review with you how we have arrived at a tiered approach to reducing the budget to as much as a \$983,063 reduction for FY21 for your consideration.

We believe that the revenue sources most likely to be impacted include state aid and local receipts. Together these accounts make up almost 25% of the Town's budget. The remaining portion of our budget comes from real estate and property tax revenue which may be impacted, but state law provides protections for those dollars to eventually be collected. As the State continues to grapple with the pandemic, they have not given any specific indications of adjustments they will need to make to communities. Based upon prior recessions and discussions with various state agencies and officials, we believe there is likely to be a modest reduction of perhaps less than 10%. We do not believe this revenue source would completely be eliminated, as it would have a catastrophic effect on all 351 towns leaving them in a position unable to fulfill many mandates and provide essential services. At the local level, we anticipate a decrease in our receipts, but again believe it will be minimal. Like real estate taxes, excise tax which makes up almost 50% of local receipts has built in safeguards for collection, residents can't re-register a vehicle if they are delinquent, and delinquent accounts are subject to penalties and interest.

In the absence of specific guidance, we have reached out to over 20 of our neighboring communities and others with similar demographics to understand what plans they are making to react to this issue. Included with this memo and highlighted in the PowerPoint is a spreadsheet of details from 22 communities. Approximately 1/3 are moving ahead to approve the budget they've already prepared, with plans to adjust in the fall when they have more

information, and the balance are making some reductions now, and more if needed in the fall when state aid numbers are confirmed. In aggregate, the towns are adjusting their state aid and local receipts by 0% – 10%. Our proposal for your consideration is a reduction of just under 11% from both state aid and local receipts, the highlights of which are:

Local Receipts

- Prison mitigation – eliminated
- Motor Vehicle excise – 11.25%
- Transfer Station Revenue - 19.35%
- License & permits - 9.09%

State Aid

- Chapter 70 Education Aid – 5.0%
- Local Aid – 15.0%

The 2.43% budget for FY21 that we've developed thus far is the lowest increase the Town has seen since FY17. This budget has already seen the elimination of positions, a reduction in expenses to only what is essential to Town and School operations, and a use of Free Cash that is also the lowest in years. A first step of budget recommendations could be an elimination of the MECC assessment which would lower the budget increase to 1.54%. This reduction is roughly equivalent to our estimated 7.46% reduction in State aid. This reduction could either be made in the spring (depending on the timing of the state grant provided to assume this cost) or at the fall town meeting. If there wasn't agreement on this approach or it isn't sufficient when state aid adjustments are known, then the majority of further cuts would need to come from salary accounts. Without getting into specifics, we note that there are three general areas that would be considered for reductions. Those include:

- MECC Regional Dispatch Budget
 - As you know, the MECC is proceeding to admit the Towns of Mendon & Millville into the group, for which the State 911 Department is prepared to provide grant funds. For Norfolk, that would result in the State covering our full FY21 assessment, enabling us to reduce the budget by \$380,564
- Town and school salary accounts
 - Combining the overall salary costs in the total FY21 budget, 1% of payroll would yield about \$200,000. If this plan were to be implemented, both Town and school would have to consider a combination of layoffs, reductions in hours or wage concessions to achieve as much as \$600,000
- King Philip Regional Schools
 - Discussions have begun with KP and our sister communities about what effect state aid reductions would have on their budget, as well as what adjustments they would make if a majority of our Towns is unable to approve their current level service budget increase 3.49%. We have approached them collectively to note that if our three communities are unable to sustain a level service budget, and possible wage concessions by our employees, that consideration should be given to budget adjustments by the district as well. If that occurred, the reductions by the Town and Norfolk Schools could be adjusted.

At this time, we don't recommend any utilization of Free Cash or stabilization funds. These funds are available to the Town for this purpose, however should there need to be further

reductions in the fall, we recommend these be held in reserve for consideration then. The reasons for not using these funds now include:

- Free Cash is our primary source of funds for capital and certain non-recurring needs which we plan to fund in the fall
- Stabilization funds:
 - Essentially one-time revenues – using them to balance the budget only makes the next year’s budget more challenging to balance
 - Our balance is slightly less than 5% - considered a floor by rating agencies and further reductions may affect the Town’s credit rating and interest rate for borrowing purpose

As we do not know at this time whether these measures will truly be necessary, we would suggest that consideration be given to restoring some cuts in the fall if State aid in particular is not cut as far as we’ve estimated, and prison mitigation funds aren’t lost. Similarly, should the cuts be deeper we would almost certainly need to consider further cuts that would most likely require layoffs across the organization and thus service delivery reductions.

Dr. Allardi, Todd Hassett, and Todd Lindmark will be joining the meeting on Tuesday night to discuss this proposal and answer any questions that the Board has.

TOWN OF NORFOLK





**FY2021 – BUDGET
REVENUE ANALYSIS
MUNICIPAL COMPARISONS
OTHER ASSUMPTIONS**



MUNICIPAL COMPS

- *As part of our budget preparation steps, we have solicited member communities their thoughts and plans for the budget as it relates to the fiscal year 2021 in conjunction with all that is currently going on*
- *We have received 22 responses back as a good comparative for Norfolk to use*
- *Many have indicated moving forward with current proposed budget with adjustments to be made with more information at the Fall Town Meetings*
- *Some of the comparative information follows*



MUNICIPAL COMPS

- *State Aid*
 - *36.36% of the communities are not making changes to State Aid*
 - *9.10% of the communities are level funding*
 - *54.54% are making reductions in their budget amounts ranging from about 2% to around 10%*
 - *Based on the information the reduction in State Aid works out to be an average of **4.20%***



MUNICIPAL COMPS

- *Local Receipts*
 - *40.90% of the communities are not making changes to Local Receipts*
 - *9.10% of the communities are level funding*
 - *50% are making reductions in their budget amounts ranging from about level funding to 12%*
 - *Reductions are on particular lines including Motor Vehicle Excise, Meals/Hotels Tax and Interest*

MUNICIPAL COMPS

<i>Town</i>	<i>State Aid</i>	<i>Local Receipts</i>	<i>FY21 Budget</i>	<i>Use of Free Cash</i>	<i>Additional</i>
	<i>Decrease</i>	<i>Decrease</i>	<i>Increase</i>	<i>or Stabilization</i>	<i>Items of Concern</i>
Avon	10%	10%MV 20% Building Permits	4.27%		Cut 10% in Expenses - STM for adjust
Duxbury	Other cherry 25%	No Change			Chap 70 level - Other cherry sheet 25%
East Templeton	No Change	No Change			TA - 40 Years - State to utilize reserves - STM adjust
Essex	No Change	No Change			Looking to put limit on spending/freeze Federal Relief
Groton	No Change	10% \$400k		\$300k/Stabilization	Reduced expenses \$128k - Spending/Hiring Freeze
Holbrook	5%	No Change			Cut any new positions - Asked Depts to propose cuts
Marion	10% level fund Chap70	No Change			
Medfield	3.65%	12%			
Medway	No Change	Level Funding			Does not believe a 10% cut in State Aid - Going with prepared budget - STM adjust
Millis	No Change	No Change			Going with planned budget - Asking 5% and 10% reduction in depts - STM adjust
Norfolk	7.46%	14.82%	2.43%		MECC Assessment 380k available at STM
Norwood	No Change	No Change		Stabilization as needed	Going with Budget - Adjust at STM- use of rainy day fund
Plainville	15%				Adjust at STM - Mecc Adj - KP at Request
Sharon	5%	MVE down 5% - Meals/hotels 40%	2.94%		Stabilization and Reserves available to use STM
Southboro	3%	MVE down 1% - Hotel 25%			
Sterling	5%	Small reduction			Level fund expenses - Giving COLA increases to all ees
Stoughton	No Change	No Change			Going with Budget - Adj at STM-
Walpole	10%	MVE/Room Meals/Permits reduced			
Wellesley	Level Funded	Reduced MVE/Permits/Int/Meals			Not adjusting operating budgets at this time
Westfield	15% unrestricted	Hotel/motel and meals tax down			School to share in cuts
Westwood	Expect a decrease	No Change		Stabilization as needed	Going with Budget - Adj at STM - excess levy and use of reserves as needed
Wilbraham	No Change	Reduced \$80k			Budget still being reviewed State Aid -20% more cuts needed
Wrentham	@FY20 level	@FY20 level			Adj at STM - Mecc Adj - KP at Request



FY21 – MECC ASSUMPTION

- *FY21 budgeted assessment = \$380,564*
- *MECC Board approached by State 911 to add Mendon and Millville to the district*
- *State 911 grants will cover 100% of the MECC operating budgets in FY21 & FY22, 50% in FY23 and 25% in FY24*
- *Norfolk's share of MECC Budget will be reduced from 16% to 12.5%*
- *Begin dispatching these communities Jan. 1, 2021*



**FY2021 – BUDGET
REVENUE ANALYSIS - SUMMARY**



FY2021 - REVENUES

The 2.43% budget for FY21 that has been developed thus far is the lowest increase the Town has seen since FY17. This budget has already seen the elimination of positions, a reduction in expenses to only what is essential to Town and School operations, and a use of Free Cash that is also the lowest in years.

This means that the majority of further cuts would need to come from salary accounts. Without getting into specifics, we note that there are three general areas that would be considered for reductions. Those include:

- MECC Regional Dispatch Budget
- Town and School Salary Accounts
- King Philip Regional Schools



FY2021 - REVENUES

Revenue Type	Original Budget	Proposed Reductions	Percentage Change
Local Receipts	4,150,000	(615,000)	-14.82%
State Aid (Cherry Sheet Revenues)	4,935,279	(368,063)	-7.46%
Sub-Total	9,085,279	(983,063)	-10.82%



FY21 - LOCAL RECEIPTS

LOCAL RECEIPTS Revenue Type	Original Budget	Proposed Reductions	Percentage Change
Motor Vehicle Excise	2,000,000	(225,000)	-11.25%
Penalties & Interest	120,000	(30,000)	-25.00%
Transfer Station	310,000	(60,000)	-19.35%
Fees	20,000	(2,500)	-12.50%
Licenses & Permits	440,000	(40,000)	-9.09%
Fines & Forfeitures	20,000	(2,500)	-12.50%
Meals Tax	85,000	(5,000)	-5.88%
Prison Mitigation	250,000	(250,000)	-100.00%
All Other Local Revenue	905,000	0	0.00%
Sub-Total	4,150,000	(615,000)	-14.82%



FY2021 – STATE AID

STATE AID Revenue Type	Original Budget	Proposed Reductions	Percentage Change
Chapter 70	3,489,705	(174,485)	-5.00%
Charter Schools	72,650	0	0.00%
Unrestricted Aid	1,046,842	(157,026)	-15.00%
Additional Aid	17,722	(2,658)	-15.00%
Exemptions	82,403	0	0.00%
State Owned Land	225,957	(33,894)	-15.00%
Sub-Total	4,935,279	(368,063)	-7.46%



FREE CASH - STABILIZATION

- *Available Balances:*
 - \$356,591 Free Cash
 - \$1,740,000 Stabilization
- *Why not utilize Free Cash or Stabilization?*
 - Free Cash is primary source to fund Capital needs
 - Industry best practice recommends we not use non-recurring sources for recurring uses
 - Maintenance of Credit Rating (min. 5% of budget)
 - Flexibility should conditions deteriorate further



FY2021 – BUDGET REVENUE RECOMMENDATIONS



FY2021 – REVENUES

Revenue Type	Original Budget	Proposed Reductions	Revised Budget
Local Receipts	4,150,000	(615,000)	3,535,000
State Aid (Cherry Sheet Revenues)	4,935,279	(368,063)	4,567,216
Sub-Total	9,085,279	(983,063)	8,102,216



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
8	WASTE WATER ENTERPRISE BUDGET	12

Town of NORFOLK

Revenue Budget

		FY18 Budget	FY19 Budget	FY20 Budget	FY21 Budget
Operating Revenue	Tax Levy Base (Prior Levy Limit)	\$27,469,682	\$28,658,330	\$30,047,297	\$31,381,469
	2.5%	\$686,743	\$716,458	\$751,511	\$784,537
	New Growth	\$510,729	\$672,509	\$582,661	\$600,000
	Reserve for Abatements	(\$75,000)	(\$125,000)	(\$125,000)	(\$125,000)
	Total Levy Base	\$28,592,154	\$29,922,297	\$31,256,469	\$32,641,006
	Local Estimated Receipts:				
	Motor Vehicle	\$1,950,000	\$2,000,000	\$2,000,000	\$2,000,000
	Penalties/Interest on Taxes	\$110,000	\$110,000	\$110,000	\$120,000
	P.I.L.O.T.	\$75,000	\$75,000	\$75,000	\$75,000
	Water Dept - Indirect Costs	\$65,000	\$65,000	\$65,000	\$65,000
	Septic - Indirect Costs	\$5,000	\$5,000	\$5,000	\$5,000
	Transfer Station Revenue	\$325,000	\$325,000	\$325,000	\$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	
Total Estimated Receipts	\$3,659,500	\$3,772,000	\$4,041,000	\$4,150,000	
Cherry Sheet:					
School Aid					
Chapter 70	\$3,406,815	\$3,424,875	\$3,452,225	\$3,489,705	
Charter School Reimbursement	\$21,531	\$3,996	\$3,381	\$72,650	
Total Education - State Aid	\$3,428,346	\$3,428,871	\$3,455,606	\$3,562,355	
General Government					
Lottery	\$958,026	\$991,557	\$1,018,329	\$1,046,842	
Additional Aid	\$15,457	\$15,573	\$16,511	\$17,722	
Police Career Incentive					
Exemptions:Vets/Blind/Surviving Spou	\$60,953	\$60,597	\$69,618	\$82,403	
State Owned Land	\$152,571	\$208,326	\$217,114	\$225,957	
Total General Government - State Aid	\$1,187,007	\$1,276,053	\$1,321,572	\$1,372,924	
Cherry Sheet Revenue Total	\$4,615,353	\$4,704,924	\$4,777,178	\$4,935,279	
Cherry Sheet Assessments	(\$468,979)	(\$444,132)	(\$498,098)	(\$659,600)	
Net Cherry Sheet Total	\$4,146,374	\$4,260,792	\$4,279,080	\$4,275,679	
Total Operating Revenue	\$36,398,028	\$37,955,089	\$39,576,549	\$41,066,685	
Other Sources:					
Receipts Reserved Cemetery	\$25,000	\$25,000	\$70,000	\$0	
Free Cash (to pay Capital Debt)	\$0	\$0	\$0	\$0	
Stabilization	\$0	\$0	\$0	\$0	
Free Cash	\$300,000	\$380,000	\$163,197	\$124,679	
Total Other Sources	\$325,000	\$405,000	\$233,197	\$124,679	
Total Non-Exclud Budget Sources	\$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>FY19</u>	<u>FY20</u>	<u>FY21</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%
Total Available (Non Excluded)	\$36,723,028	\$38,360,089	\$39,809,746	\$41,191,364		
<u>Fixed Costs</u>						
	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</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%
Total	\$7,067,149	\$7,218,811	\$7,133,099	\$7,541,354		
<u>Discretionary Costs</u>						
	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</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%
Total	\$29,674,985	\$31,240,002	\$32,702,078	\$33,650,010		

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

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

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

Town of Norfolk - Fiscal 2021 General Fund Budget

		FY 20 Budget	FY 21 Requested	Change	%
GENERAL GOVERNMENT					
Selectmen/Town Admin.	Salary	\$270,000	\$292,395		
	Expense	\$31,600	\$28,400		
	Total	\$301,600	\$320,795	\$19,195	6.4%
Advisory	Salary	\$6,000	\$6,000		
	Expense	\$7,000	\$7,000		
	Sub Total	\$13,000	\$13,000		
	Reserve Fund	\$50,000	\$50,000		
	Advisory Board Total	\$63,000	\$63,000	\$0	0.0%
Municipal Finance	Salary	\$636,204	\$647,767		
Board of Assessors	Expense	\$158,081	\$159,350		
	Audit	\$36,000	\$35,000		
	Assessors Valuation	\$6,000	\$7,000		
	Assessors Expense	\$2,000	\$2,000		
	Total	\$838,285	\$851,117	\$12,832	1.5%
Town Counsel	Expense	\$90,000	\$90,000		
	Total	\$90,000	\$90,000	\$0	0.0%
Human Resources	Salary	\$107,138	\$110,352		
	Expense	\$1,000	\$750		
	Total	\$108,138	\$111,102	\$2,964	2.7%
Information Technology	Salary	\$123,461	\$101,707		
	Expenses	\$96,862	\$99,767		
	Total	\$220,323	\$201,474	(\$18,849)	-8.6%
Tax Title/Foreclosure	Expense	\$15,000	\$15,000		
	Total	\$15,000	\$15,000	\$0	0.0%
Facilities Management	Salary	\$260,779	\$270,014		
	Expense	\$797,884	\$863,990		
	Total	\$1,058,663	\$1,134,004	\$75,341	7.1%
(INFORMATIONAL)					
	Expense	\$14,300	\$16,100	\$1,800	12.6%
	Town Hall	\$76,174	\$70,250	(\$5,924)	-7.8%
	DPW	\$37,300	\$47,900	\$10,600	28.4%
	Senior Center	\$43,400	\$44,640	\$1,240	2.9%
	Old Town Hall & Garage	\$2,000	\$1,200	(\$800)	-40.0%
	Fire Station	\$52,100	\$50,500	(\$1,600)	-3.1%
	Police Station	\$82,810	\$76,400	(\$6,410)	-7.7%
	Solar Power Generation	\$192,350	\$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%
	Sub-Total	\$797,884	\$863,990	\$66,106	8.3%
Town Clerk	Salary	\$133,389	\$138,678		
Elections	Expense	\$29,340	\$29,500		
	Total	\$162,729	\$168,178	\$5,449	3.3%
Land Use Department	Salary	\$270,584	\$287,926		
	Expense	\$17,850	\$29,850		
Planning Board	Expense	\$20,000	\$0		
	Total	\$308,434	\$317,776	\$9,342	3.0%

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

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

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

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

TOWN OF NORFOLK				
Waste Water Treatment Facility - Town Cent	FY2020	FY2021	INCREASE	
		Requested	(DECREASE)	COMMENTS
SALARIES	10,000	12,772	2,772	
EXPENSES				
Waste Water Treatment (Whitewater)	66,500	69,995	3,495	
Utilities	14,000	14,000	0	
Equipment & System Maintenance	5,000	5,000	0	
Permits	2,000	2,000	0	
Building Maintenance	2,500	2,500	0	
Indirect Costs	5,000	5,000	0	
Major Repairs Equipment	25,000	25,000	0	
Budget Unforeseen Expenses	20,000	20,000	0	
TOTAL SALARIES & EXPENSES	150,000	156,267	6,267	

CPC Draft Warrant Article Annual TM 2020

1. To see if the Town will vote to allocate from the Community Preservation Fund, Affordable Housing Reserve, \$50,000 to be transferred to the Norfolk Affordable Housing Trust Fund, to be used for a short-term rental assistance program with respect to residential units located in the town of Norfolk, developed in accordance with state and local agency standards and mortgage payment assistance for deed-restricted units located in the town of Norfolk, as allowed by Chapter 44Bb, for Norfolk residents; subject to a grant agreement between the Norfolk Select Board and the Norfolk Affordable Housing Trust and approved by the Community Preservation Committee, specifying how the funds will be used, any applicable time frame, and terms concerning reporting and accountability of the funds, ~~which. The~~ grant agreement may be revised after one year of its ~~enactment-effective date~~ to allow any monies remaining to be used to create affordable housing in the Town of Norfolk, or take any other action relative thereto.

Norfolk Municipal Affordable Housing Trust

Housing Assistance Relief Program

HARP PROGRAM

Program summary: This program utilizes Affordable Housing Trust AND CPA funds for a rental/mortgage assistance program. During the pandemic and time of crisis, where many households are experiencing a loss of income, rental/mortgage assistance can help to maintain housing stability. The program will provide rental/mortgage assistance in a form of a grant for the purpose of supporting eligible households maintain housing.

Grant Restrictions: ☐ Grant Amount: Monthly rental assistance shall not exceed \$500/month, with a total amount of assistance not to exceed \$1,500 each grant period. ☐ Grant Duration: Grants will be issued for a three-month period and can be renewed, upon re-certification of income and based on availability of funds, for a total of three renewal periods ☐ Grant Agreement: Grant agreements will be executed between the Trust, the beneficiary and the property owner to satisfy anti-aid considerations. All payments will be made directly to the property owner.

Program Eligibility: ☐ Residency Requirement: Households must be currently living in **NORFOLK** or with lease for property in town to start within 30 days. ☐ Demonstration of Need: Applicants must demonstrate that they currently spend more than 30% of their gross annual income on rent (and certain utilities) to be eligible for rental assistance. (Note: households currently receiving state or federal assistance are not eligible for the program). ☐ Unit Requirements: Property owner and applicant must certify the property is in satisfactory condition. ☐ Income Eligibility: Household income must be below 80% AMI as published periodically by HUD.

Application Process: Initial program applications will be available for 30 days. Applicants must submit sufficient documentation to determine eligibility. After the 30 day period, it will be determined if the requests exceed available funding and if so a lottery will be held to select program participants using a random selection with no preferences besides eligibility. If the requests do not exceed program fund availability, the program will remain open and accept applications on a first-come first served basis.

Program Funding and Administration: Each participating community will designate funds for the program, and the Affordable Housing Director will create all program documents, process the applications and administer the program. The Affordable Housing Director will facilitate legal review using Trust program funds. Both the member community and Housing Director will perform the outreach for the program, the member community will designate a point of contact for residents.

Using the Community Preservation Act (CPA) For Rental Assistance Programs

Suggestions from the Massachusetts Housing Partnership

1. Remember, rental assistance programs using CPA funds have a household income limit of 100% area median income (AMI).
2. Guidelines for the program should be clear and well-advertised. Reasonable accommodations should be made to assist those with physical, mental, or language challenges.
3. If this is a temporary program only, make that clear. Additionally, some communities may want eligibility to only extend to existing residents. Federal case law prohibits durational residency requirements when seeking public assistance. Exclusion of people who don't already live in the community could be problematic, particularly if the program becomes long-term. Perhaps revisit the guidelines for the program every 90 days.
4. Be cautious about restricting eligibility to people working in certain industries (e.g., hospitality) when many people in a variety of industries are feeling the impacts of COVID- 19.
5. Applications should be readily available and require standard documentation to determine income eligibility.
6. Rent payments should be made directly to landlords.
7. To comply with the Anti-aid Amendment, add an addendum to an existing rental lease or create a grant agreement with the rental assistance beneficiary and landlord.
8. It is advisable to partner with an organization or consultant with experience running affordable housing programs to establish and implement a rental assistance program.



If you have any further questions about pursuing rental assistance projects with CPA funding, we recommend contacting:

**Shelly Goehring at the Massachusetts Housing Partnership (MHP)
857-317-8525 / sgoehring@mhp.net**

WASTEZERO TRASH METERING AGREEMENT

This WasteZero Trash Metering Agreement (this “Agreement”) is made and entered into this the ____ day of _____, 2020 (the “Effective Date”), by and between WasteZero, Inc., a Delaware corporation, hereinafter referred to as “WasteZero”, and Town of Norfolk, MA, hereinafter referred to as “Municipality”.

WITNESSETH

WHEREAS, over the last two decades, WasteZero has become the nation’s leading municipal partner to implement variable rate solid waste finance programs that “meter the trash”, thereby allocating the costs of municipal waste disposal to residents based on their use of services and creating incentives to reduce landfilled waste and encourage recycling; and

WHEREAS, WasteZero designs, implements and manages the WasteZero Trash Metering® Program and manufactures and sells WasteZero Trash Metering® Bags (herein the “Official Municipal Bags”); and

WHEREAS, Municipality desires to engage and hire WasteZero to manufacture and distribute Official Municipal Bags to certain retail stores and provide certain inventory management, logistics, accounting, collection, and customer service support services related thereto (the “Program”).

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term. This Agreement will be binding on all parties for a period from the Effective Date of this Agreement until three (3) years from the Effective Date (the “Initial Term”).

2. WasteZero Services. During the Term, WasteZero will (i) manufacture and supply Official Municipal Bags that comply with the specifications set forth in Exhibit A (the “Specifications”) to those retailers recommended by Municipality and set forth in Exhibit B (the “Retailers”) for sale by Retailers to residents of the Municipality; and (ii) provide the “Services” set forth in Exhibit C by the start date also set forth in Exhibit C.

3. Program Implementation. The “Start Date” will be the agreed date for complete implementation of the Program and the initiation of WasteZero-staffed retail sales and will be an agreed date no greater than ninety (90) days from Municipality’s approval of the Program and this Agreement.

4. Designated Retailers. Municipality will provide WasteZero with a recommended list of Retailers to be set forth on Exhibit B (the “Retailer List”) that Municipality would prefer to participate in the Program. WasteZero will either service those Retailers as it has been, or work to sign up new Retailers, as directed by Municipality.

5. Exclusive Agreement. During the Term, so long as WasteZero is able to deliver sufficient Official Municipal Bags to the Municipality, the Municipality will not purchase or sell,

directly or indirectly (i.e., through a third party) trash bags other than the Official Municipal Bags referred to herein.

6. Inventory and Inventory Target. WasteZero will own the inventory of Official Municipal Bags, will make manufacturing runs as needed to support the Program and will provide insurance coverage on that inventory in its bonded distribution facilities. To guarantee that an adequate inventory of Official Municipal Bags is always available for purchase by Retailers, WasteZero will use commercially reasonable efforts to maintain an average number of Official Municipal Bags in WasteZero's inventory in accordance with the target set forth in Exhibit C (the "Average Inventory Target").

7. Terms of Distribution. Municipality acknowledges and agrees that Official Municipal Bags supplied to Retailers will be sold and supplied to Retailers by WasteZero on behalf of Municipality, such that upon a sale of Official Municipal Bags title to such Official Municipal Bags will first transfer from WasteZero to the Municipality and then from the Municipality to the Retailer.

8. Orders. Retailers will submit written or verbal orders for Official Municipal Bags ("Orders") directly to WasteZero, as Municipality's agent. Orders will set forth the type and quantity of Official Municipal Bags. Orders received by WasteZero will be delivered within five (5) business days of Order placement, subject to WasteZero's right to reject an Order from a Retailer that is on credit hold. If this period includes a holiday observed by WasteZero, then WasteZero will notify Retailers of schedule changes for the affected order. Deliveries of Official Municipal Bags pursuant to this Agreement will be F.O.B. any plant or warehouse of WasteZero.

9. Customer Service Support. WasteZero will provide a toll-free number with customer service support during business hours for retailers or residents to call with concerns or complaints about any aspect of the Program. In the event the Official Municipal Bags fail to meet the Specifications in any material respect, WasteZero will, on a "no fault" basis, replace the Official Municipal Bags in accordance with WasteZero's Return and Replacement Policy as set forth on Exhibit D.

10. Bag Revenue. WasteZero will invoice Retailers the applicable Official Municipal Trash Bag purchase price set forth in Exhibit A (the "Retail Bag Prices"). All revenue received by WasteZero from the sale of Official Municipal Trash Bags to Retailers will be "Bag Revenue".

11. Custodial Banking Account. WasteZero will deposit all Bag Revenue in the custodial banking account it has established in a bank insured by the Federal Deposit Insurance Corporation (the "Bank Account"). Authorized signers and depositors on the Bank Account will be properly authorized WasteZero employees.

12. Retailer Credit Terms. WasteZero will collect payment and enforce payment obligations in accordance with its policies set forth in Exhibit D. Municipality acknowledges that collection efforts made by WasteZero are on behalf of Municipality. Municipality reserves the right to take any collection actions in addition to or beyond those steps set forth on Exhibit D, and WasteZero will have no liability to Municipality for a failure to collect payment from a Retailer.

13. Compensation.

a. With respect to all Bag Revenue, WasteZero will receive that portion of fee set forth on Exhibit A as the “WZ Supplies and Services Fee”. Municipality agrees that WasteZero is permitted to withdraw the WZ Supplies and Services Fee from the Bank Account at any time, after it has been earned. All Bag Revenue other than the WZ Supplies and Services Fee will be the property of Municipality (the “Municipal Revenue”).

b. Within thirty (30) days following the end of each calendar month, WasteZero will provide to Municipality (i) the Municipal Revenue for the prior calendar month via wire transfer, and (ii) financial statements for such calendar month, including: a bank statement, invoice register, cash receipts journal and accounts receivable aging report.

14. Bag Pricing Adjustments.

a. Inflation Cost Adjustment. The parties agree that the WZ Supplies and Services Fee is set, in part, and will be adjusted, to keep pace with inflation. On each anniversary of the Effective Date, the WZ Supplies and Services Fee shall be increased by the consumer price index, all urban consumers (CPI-U) plus 3 percent (3%). Notwithstanding the forgoing, it is agreed and understood that at no time during the Term may the WZ Supplies and Services Fee exceed the price stated in any applicable State Contract for Pay-as-you-Throw Bags for bags of the size and quantity supplied under this Agreement. If the State Contract price is less than the WZ Supplies and Services Fee, the WZ Supplies and Services Fee will be adjusted down to the applicable price on the State Contract #FAC86 for Pay-as-you-Throw bags of the size and quantity supplied under this Agreement.

b. Extraordinary Resin Cost Adjustments. In the event of an extraordinary disruption in the wholesale markets for resin, causing a price spike, defined as an increase over a ninety (90) day period of greater than twenty percent (20%) from a trailing average Benchmark Resin Rate, WasteZero will adjust the WZ Supplies and Services Fee by such increase for the duration of the disruption. This provision is in lieu of termination of this Agreement under force majeure. The Benchmark Resin Rate is calculated using the average of linear low-density polyethylene (“LLDPE”) extrusion liner film for Volumes I and II as reported by Plastics News trade publication. If Plastic News ceases publication, then the resin cost will be based on the average cost of LLDPE resin as reported in another reputable publication chosen by WasteZero.

c. Municipal Price Adjustments. Municipality may, at its sole discretion, increase the Retail Bag Price. Municipality must provide WasteZero at least thirty (30) days’ notice in advance of any such increase so WasteZero can prepare to manage inventory and communicate with Retailers.

15. Representations and Covenants.

a. Legal and Binding Agreement; Municipality’s Obligations. Municipality has taken or will take any and all legal actions required in order for this Agreement to be binding on Municipality for the Term, including, if applicable, passage of a legislative resolution or ordinance adopting this Agreement or authorizing an official of the Municipality to enter it on the terms and conditions contained herein. This Agreement will be subject to Municipality’s availability of funds.

b. Representations of WasteZero. WasteZero warrants that the Official Municipal Bags will, in all material respects, meet the Specifications.

16. Breach; Termination.

a. Termination for Breach. If either party reasonably concludes that the other is in material breach of this Agreement, such party will notify the other party in writing, including a detailed description of the alleged breach. If such breach is curable, the party alleged to be in breach will be allowed up to thirty (30) days after written notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within thirty (30) days after written notice of the deficiencies or breach, then the other party may terminate this Agreement, effective thirty (30) days after written notice of failure to correct (or failure to take action to correct) to the breaching party. If such breach is not curable, the Agreement will be terminated thirty (30) days from the date the non-breaching party provides the breaching party with written notice of such breach.

b. Insolvency. If any assignment is made by WasteZero or by any guarantor of WasteZero for the benefit of creditors, or if a petition is filed by WasteZero or by any guarantor of WasteZero for adjudication as bankrupt, or for reorganization or an arrangement under any provision of the U.S. Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the U.S. Bankruptcy Act is filed against WasteZero and such involuntary petition is not discharged within ninety (90) days thereafter, in any event Municipality may terminate this Agreement upon written notice to WasteZero.

c. Termination for Convenience. Municipality may terminate this Agreement at any time for any reason upon one hundred eighty (180) days written notice.

d. Effect of Termination. Upon termination or expiration of this Agreement for any reason (i) WasteZero will ship to Municipality all Official Municipal Bags remaining in inventory, and Municipality will purchase from WasteZero all Official Municipal Bags in inventory on the effective date of termination at the then-current WZ Supplies and Services Fee (ii) WasteZero will have no further liability or obligation under this Agreement, (iii) WasteZero will tender to Municipality the final Municipal Revenue, and (iv) WasteZero will have no continuing responsibility for the Services.

17. Force Majeure. WasteZero will not be liable for failure to perform under this Agreement if such failure arises out of causes beyond its reasonable control. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods, hurricanes, tornadoes, strikes, epidemics, quarantine restriction, freight embargoes, petroleum supply shortages or disruptions, and unusually severe weather. The obligations of WasteZero and Municipality, other than the obligation to pay money when due, shall be suspended if either party is unable to comply with this Agreement because of Force Majeure and WasteZero is unable to substitute bags of like kind and quality. Upon the elimination of the cause of such suspension, the respective obligations of WasteZero and Municipality shall be reinstated from the date of such elimination.

18. Insurance. WasteZero shall carry general liability insurance, including contractual liability coverage, in the amount of One Million Dollars (\$1,000,000) per occurrence and Two

Million Dollars (\$2,000,000) in general aggregate. Upon request, certificates of insurance naming Municipality as an additional insured will be provided to Municipality by WasteZero.

19. Non-Collusion. WasteZero has not entered into any agreement, directly or indirectly, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of a bid or the engagement of Municipality for the purposes of entering into this Agreement.

20. Assignment. Neither party may assign this Agreement, or the rights hereunder, without prior written approval of the other, which approval will not be unreasonably withheld; provided, however, that WasteZero may, without any approval, assign this Agreement (i) to an affiliate of WasteZero or (ii) in connection with a merger or a sale or transfer of substantially all of WasteZero's assets (or such portion thereof relating to the subject matter of this Agreement). This Agreement will be binding upon and will inure to the benefit of the parties and their successors and assigns.

21. Notice. All notices and other communications hereunder will be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt requested), or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized express courier, or facsimile, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the parties at the addresses (or at such other address for a party as will be specified by like notice) set forth below:

If to WasteZero, to:

8540 Colonnade Center Drive, Suite 210
Raleigh, North Carolina 27615
Attn: Elizabeth Vance
Tele. No. (919) 322-1234
Email: evance@wastezero.com

with a copy to:

Wyrick Robbins Yates & Ponton, LLP
4101 Lake Boone Trail, Suite 400
Raleigh, North Carolina 27607
Facsimile No.: (919) 781-4865
Attention: Larry E. Robbins

If to Municipality, to:

Town of Norfolk, Town Administrator
1 Liberty Lane
Norfolk, MA 02056
Attention: Blair Crane
Tele. No.: (508) 528-4990
Email: bcrane@norfolk.ma.us

with a copy to:

Mr. Peter Mello, Esq.
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

22. Entire Agreement; Amendment. This Agreement (including the exhibits, schedules and attachments hereto) and the documents delivered pursuant hereto constitute the entire agreement and understanding among Municipality, Retailer and WasteZero and supersede any prior agreement and understanding relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument executed by Municipality and WasteZero acting through their duly authorized representatives. The provisions of this Agreement constitute separate and

independent covenants, and the invalidity or unenforceability of one or more of the provisions hereof will not affect the validity or enforceability of the remaining provisions.

23. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this WasteZero Trash Metering Agreement as of the Effective Date.

Town of Norfolk, MA
by: the Norfolk Board of Selectmen
By: _____
Name: Kevin Kalkut
Title: Chairman
Date: _____

WasteZero, Inc.
By: _____
Name: David M. Bryla
Title: CEO
Date: _____

By: _____
Name: Christopher Wider
Title: Vice Chairman
Date: _____

By: _____
Name: Caroline Van Tine
Title: Clerk
Date: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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

Town Accountant, Town of Norfolk

Dated: _____

APPROVED AS TO FORM:

Peter Mello, Esq.

Dated: _____

Official Municipal Trash Bag Specifications

1. Except as may be required by Force Majeure, the bag specifications for this contract are:

Product Description	Large "Trash"
Retail Pack	5 Bags per Sleeve 40 Sleeves per Case
Bag Size	33 by 35 inches
Bag Gauge	1.50 mil
Bag Type	3-ply, co-extruded
Bag Composition	Includes recycled content
Bag Closure	Drawstring
Weight Limit Per Bag	35 Pounds
Package Insert	Custom program information (White insert)
Bag Print	Custom logo/artwork plus agreed custom Program information, white ink (Registered)
Exterior Bag Color	Orange
Capacity Equivalent	33 gallons

2. The Retail Bag Prices (price paid at point of sale and charged to Retailers):

Bag Size	Bags per Sleeve	Sleeves per Case	Price per Sleeve	Price per Case
Large (33" x 35")	5	40	\$12.50	\$500.00

3. WZ Supplies and Services Fee (per Case):

Contract Year	Large (Fee per Case)
Year 1	\$65.00
Year 2 – End	TBD

TBD in Year 2 through the End of Term is determined in accordance with Paragraph 14a. Inflation Cost Adjustment.

EXHIBIT B

Retailer List

Store name	
Store address	
PO Box	
City	
State	
Zip	
Contact name	
Contact phone	
Fax	
E-mail	
Store name	
Store address	
PO Box	
City	
State	
Zip	
Contact name	
Contact phone	
Fax	
E-mail	
Store name	
Store address	
PO Box	
City	
State	
Zip	
Contact name	
Contact phone	
Fax	
E-mail	

Addition or removal of Retailers from the Retailer List will be subject to mutual discussion between WasteZero and Municipality.

EXHIBIT C

Services

1. Retail Store Distribution® Services: WasteZero will work directly with retailers in and around the Municipality to recruit them to participate in the Program and set up those who agree to participate. WasteZero will provide secure, dependable supply chain management to ship the Official Municipal Trash Bags to the participating retailers. WasteZero will develop and register distinct UPC codes for the Program to assist tracking of and sales of Official Municipal Bags. WasteZero will take and enter orders from retailers and process those orders for timely shipment and delivery. WasteZero will maintain customer service support to assist retailers or residents with any issues that may arise.
2. Inventory Management Services: WasteZero will manufacture and inventory Official Municipal Bags at its fully bonded distribution facilities without the necessity of a purchase order or payment from Municipality. The inventory will remain titled to and insured by WasteZero until shipped to and received at a retail store. WasteZero will monitor inventory at its distribution centers to prevent stock outs or supply chain disruptions.
3. Accounting and Funds Management Services: WasteZero will handle all bookkeeping related to Retail Store Distribution® and Inventory Management, including billing and collecting payment from participating retailers and informing the Municipality of any retailers placed on a credit hold. WasteZero will manage, deposit all funds in and perform custodianship services with the approved bank account for Municipality. WasteZero will compile and provide to the Municipality monthly reports showing all retailer purchases, funds remitted from retailers and payments made to Municipality. WasteZero will also send notification to retailers of any Municipal-approved change in the Retail Bag Price.
4. Program Manager. WasteZero will assign a representative to serve as the Program’s coordinator (“Program Manager”). The Program Manager will act as a main point of contact and assist Municipality to answer questions or provide support with regard to all aspects of the Program Services and Program Supplies, subject to the limitations described herein. The Program Manager will ensure that all of the Program Services and Supplies outlined herein are delivered and that Municipality has a primary point of contact to assist with any Program-related matters that might arise.
5. Additional Services. Additional Services are any services, materials or supplies desired by Municipality but not agreed to be provided by WasteZero under the terms of this Agreement. Upon mutual written agreement, WasteZero will perform Additional Services and directly bill Municipality or deduct the costs for such Additional Services from Bag Revenue.
6. The Average Inventory Target is: 2 months’ supply of cases of Official Municipal Bags.
7. The Start Date will be: July 1st, 2020.
8. Program Manager:
Courtney Forrester
8540 Colonnade Center Drive, Suite 210
Raleigh, NC 27615
Tele. No.: (919) 322-1223

(v3.2020-04-20)

Email: cforrester@wastezero.com

EXHIBIT D

Credit Policy and Procedures

WasteZero will invoice the Retailer for each delivery based on the delivery receipt indicating the number of bags and dollar amount by size sold to the Retailer on the date of delivery.

All invoices billed to Retailers are due and payable, net thirty (30) days from date of invoice.

WasteZero will use reasonable and customary efforts to collect all outstanding balances owed by Retailers to Municipality. WasteZero does not assume responsibility for Retailer defaults or uncollected amounts.

- In the event that the Retailer does not pay within terms, when the Retailer calls in an additional order, WasteZero will verbally remind the Retailer of the past due balances and ask for prompt payment. The Retailer will also be reminded that their account will be placed on hold when it becomes forty-five (45) days past the date of invoice (or 15 days past due).
- If an invoice becomes forty-five (45) days past the date of invoice (or fifteen (15) days past due), WasteZero will place the Retailer's account on hold, will not accept new orders from that Retailer, and will make no new deliveries to that Retailer until all invoices forty-five (45) days past the date of invoice (or fifteen (15) days past due) are paid in full. WasteZero will then remove the hold on the account, resume accepting new orders and deliver bags to the Retailer.
- In the event invoices become sixty (60) days past the date of invoice (or thirty (30) days past due):
 - The delinquent Retailer account will be referred to Municipality for further guidance on how to proceed.
 - No new orders will be accepted or deliveries made to the delinquent Retailer account in the future unless Municipality provides WasteZero with written authorization.
 - WasteZero will require Municipality to indemnify WasteZero for any Program Revenue Share that is written off in the future if Municipality requests that WasteZero reinstate shipments to the previously delinquent Retailer account.
- In no event will WasteZero initiate or threaten legal action against any delinquent Retailer. Municipality reserves the right to make any collection efforts or take any actions in addition to or beyond those WasteZero sets forth herein.

WasteZero Return and Replacement Policy

WasteZero wants Retailers and customers to be completely satisfied with the quality of Official Municipal Trash Bags. Should any Retailer or customer experience a *bona fide* product defect with his or her Official Municipal Trash Bags, WasteZero will replace the defective product at no charge with a product of equivalent specification. Defective products must be returned for inspection. The product defect must be related to the design, manufacture, or supply of the product and not related to Retailer or customer overload, mishandling or misuse. Replacements will be processed at the point of sale. Cash refunds or discounts are not authorized. To obtain appropriate credit, Retailers must return the defective product to WasteZero.

If WasteZero ships a greater quantity of product or product of different specification than product ordered by Retailer, at Retailer's election, WasteZero will honor a request for inventory return. Inventory returns must be coordinated with the WasteZero personnel with whom the original order was placed. WasteZero, however, will not bear the cost of correcting errors made by Retailers in their order placements.

EXHIBIT E

Municipal Wire Transfer Worksheet

Please complete and submit this form to receive monthly cash receipts wire transfers from your WasteZero Retail Store Distribution® (RSD) program.

Municipality:

Beneficiary Financial Institution

Enter the beneficiary financial institution information in the fields provided below:

Account Number	<input type="text"/>
Account Type	<input type="text"/>
ABA/Routing #	<input type="text"/>
Bank Name	<input type="text"/>
Street 1	<input type="text"/>
Street 2	<input type="text"/>
City	<input type="text"/>
State	<input type="text"/>
Postal Code	<input type="text"/>

EXHIBIT F

CUSTODIAL BANKING AGREEMENT

This Agreement is entered into on this ____ day of _____, 2020 between the City/Town of Norfolk, MA (Customer), with an address of _____ and WasteZero, Inc. (“WasteZero”), 8540 Colonnade Center Drive, Suite 210, Raleigh NC 27615, to grant permission from the Customer to WasteZero to open a custodial bank account with South State Bank, on behalf of the Customer. The Customer understands this account will be in the name of Customer, carry the tax identification number of Customer and authorized signers on the account will be properly authorized Waste Zero employees.

WasteZero will prepare the necessary documentation to establish a custodial bank account on behalf of the Customer with South State Bank. WasteZero will deposit all checks for payments from the retailers into this account. WasteZero will wire funds from this bank account to the Customer’s own bank account. WasteZero will provide a monthly report which includes the reconciled bank account statement, invoice register, cash receipts journal and accounts receivable aging report no later than thirty (30) days after the end of each month.

Municipality

WasteZero, Inc.

Authorized Signature of Customer

Authorized Signature of WasteZero, Inc.

Title

Title

Printed Name of Authorized Signature

Printed Name of Authorized Signature

Date

Date

CERTIFICATE OF VOTE

I _____, hereby certify
(Clerk/Secretary)

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

and I further certify that at a meeting of the Directors of said Corporation duly called and held on _____ 2020, at which meeting all Directors were present and voting, the following vote was unanimously passed:

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

_____, _____; or
(Name) (Title)

_____, _____;
(Name) (Title),

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

I, further certify that the above vote is still in effect on this, the _____ day of _____, 2020, and has not been changed or modified in any respect.

Signature

Printed Name

Printed Title

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



OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General
One Ashburton Place
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Peter Last Name: Chipman

Address: PO Box 796

City: Norfolk State: MA Zip Code: 02056

Phone Number: 508-328-2008 Ext. _____

Email: chipman@gmail.com

Organization or Media Affiliation (if any): local resident and taxpayer

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

Individual

Organization

Media

Public Body that is the subject of this complaint:

City/Town

County

Regional/District

State

Name of Public Body (including city/
town, county or region, if applicable):

BOARD OF SELECTMEN

Specific person(s), if any, you allege
committed the violation:

Kevin Kalkut

Date of alleged violation: 04/21/2020

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

The limitations of the ZOOM meeting. The games people play.

INTENTIONAL violation

Despite attempting to contact the Chair and zoom monitor (Kalkut) to make a comment on a contract worth almost \$ 400,000 he ignored the public's ability to be heard by controlling the mute button and then rifling through a vote without public comment.

The misinformation and detrimental provisions of the contract we're not discussed and the public was not allowed

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

Reconsideration of the vote and contract award after a public meeting with public input of such an expenditure with the suspension of Kalkut as Zoom monitor to ensure honesty and fairness in public hearings.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

Publication to Website. As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: Peter S Chipman

Date: 04/21/2020

For Use By Public Body
Date Received by Public Body:

For Use By AGO
Date Received by AGO:

NORFOLK SELECT BOARD PUBLIC COMMENT POLICY

Purpose:

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

Policy:

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

Applicability:

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

Procedures:

- a. The Board will typically schedule time for a "Citizen Speak" comment period at or near the beginning of its meetings. "Citizen Speak" is a limited forum to comment on topics not otherwise listed on the Board's agenda and within the Board's jurisdiction or scope of responsibility. To ensure compliance with the *Open Meeting Law*, privacy laws, and other legal obligations, Board members will rarely engage with a speaker or with each other during "Citizen Speak" periods.
- b. The Board may also provide time for public comment on topics identified on the Board's agenda. Comments during such periods are limited to those related to the specific topic under deliberation.
- c. Persons wishing to provide comments to the Board shall first sign the sign-in sheet provided by the Board and identify themselves by name and address prior to commenting. All speakers are encouraged to present their remarks in a respectful manner. Speakers must begin

their remarks by stating their name, town or city of residence and affiliation.

- d. All comments shall be addressed to or through the chair or acting chair of the Board.
- e. Each comment period shall not exceed 15 minutes and each speaker shall not exceed three minutes, unless otherwise determined by the chair. Written comments longer than three (3) minutes may be presented to the Board before or after the meeting for the Board members' review and consideration at an appropriate time.
- f. Speakers who require reasonable accommodations on the basis of a speech-related disability or who require language interpretation services may be allotted a total of five (5) minutes to present their material. Speakers must notify the Select Board by telephone or email at least 48 hours in advance of the meeting if they wish to request an extension of time for one of these reasons.
- g. Public comment may concern items that are not on the Select Board's agenda but must fall within the scope of the Select Board's authority.
- h. Speakers may offer such criticisms of the town operations and policies as concern them, but in public session the Board will not hear personal complaints about town employees (or others) whose performance is outside the scope of the Board's authority. Under most circumstances, administrative channels are the proper means for disposition of legitimate complaints involving employees.
- i. Disruptive comments and conduct are not allowed. Disruptive comments and conduct include, but are not limited to: the use of profanity; threats or incitement to lawless conduct or statements intended to be personally defaming or libelous; vulgarity; comments or conduct that violate the law; comments outside of the dedicated topics for comment or beyond the scope of the Select Board authority. The Chair reserves the right to terminate speech which he/she determines to be not constitutionally protected and to terminate other comments or conduct that interfere with the orderly conduct of Board meetings.

The chair shall provide at least one verbal warning to a speaker if he or she makes a disruptive comment or engages in disruptive conduct. If, after at least one verbal warning, the speaker persists in

making disruptive comments or engaging in disruptive conduct, the chair may end that person's privilege of address for that meeting.

Definition:

None

Regulatory Statutory References

Massachusetts G.L. c.30A, §20



Town of Norfolk

Blythe Robinson <brobenson@norfolk.ma.us>

Re: Memorial Day Parade

1 message

Nancy Langlois <nlanglois@norfolk.ma.us>

Thu, Apr 30, 2020 at 10:01 AM

To: Michael Keough <keoughm@kingphilip.org>

Cc: Blythe Robinson <brobenson@norfolk.ma.us>, Judith Lizardi <jlizardi@norfolk.ma.us>

Good Morning Michael,

Thank you for your response and I certainly appreciate the time required for preparation. I will pass this information along to the Select Board and will get back to you next week after their meeting. Trumpet players playing taps sounds like a great addition.

Stay safe.

Regards,
Nancy

On Thu, Apr 30, 2020 at 9:34 AM Michael Keough <keoughm@kingphilip.org> wrote:

Nancy - Unfortunately we will not be able to get the band there as we usually do. Typically we spend a couple of weeks preparing for that event in school. We could potentially provide trumpet players to play taps if their parents allow them to do so.

All the best,

Michael Keough
Band Director, King Philip Regional High School
(508) 384-1000 x 3426

On Wed, Apr 29, 2020 at 12:56 PM Nancy Langlois <nlanglois@norfolk.ma.us> wrote:

Good Afternoon,

The Select Board will be discussing the subject of the Memorial Day parade at their upcoming meeting on May 5th. I am reaching out to the various groups which have participated in the parade and activities in the past.

Typically the KPHS Marching Band participates in the parade.

Could you please provide your thoughts and potential plans on whether there would be a willingness to participate if the present social distancing guidelines are lifted or are modified and we move forward with activities?

Thank you for your time and consideration.

Regards,

--

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

--



Town of Norfolk

Blythe Robinson <brobinson@norfolk.ma.us>

Fwd: Memorial Day Parade

1 message

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

Thu, Apr 30, 2020 at 7:44 AM

FYI

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

From: **Dan Rochefort** <rocheford@yahoo.com>
Date: Wed, Apr 29, 2020 at 8:43 PM
Subject: Re: Memorial Day Parade
To: Todd Lindmark <tlindmark@norfolk.ma.us>
Cc: Nancy Langlois <nlanglois@norfolk.ma.us>

Hi Todd,

You are correct, the Memorial Day Parade and there will be no ceremony, just the placement of flags on the hill on the 17th.

Regards,
-dany
President, Norfolk Lions

On Wednesday, April 29, 2020, 10:18:53 AM EDT, Todd Lindmark <tlindmark@norfolk.ma.us> wrote:

Danny,

Good morning. I wanted to touch base on the upcoming march. Assume the lions have canceled this. I wanted to confirm.

Also, the Field of flags will consist of only setting up the area with no ceremony. Correct??
Best Regards,

Todd Lindmark

Finance Director
Town of Norfolk, MA
One Liberty Lane
Norfolk, MA 02056

ph: 508-528-5686
fx: 508-528-3071

--

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



Town of Norfolk

Blythe Robinson <brobenson@norfolk.ma.us>

Re: Memorial Day Parade and/or Ceremony

1 message

Charles Stone <cstone@norfolk.ma.us>

Wed, Apr 29, 2020 at 11:22 AM

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

Cc: Blair Crane <bcrane@norfolk.ma.us>, Blythe Robinson <brobenson@norfolk.ma.us>, Erron Kinney <ekinney@norfolk.ma.us>, Judith Lizardi <jlizardi@norfolk.ma.us>, "McCarty, Benjamin S CIV" <Benjamin.s.mccarty@uscg.mil>

I mentioned to Blythe this week that with the KP band out of school, the Norfolk school district out and even if we come out of stay at home restrictions by a Memorial Day I don't feel that we should have our traditional parade. I would look to Ben and ask him if the American Legion Post is still going to honor the dead at the usual locations, Pondville, Norfolk Cemetery, town hill and at one time the bridge at City Mills. Social Distancing would be difficult at the cemetery, town hill and behind the Federated Church. I would say at this point health of all is more important. I do have officers who would be available and would want to help at the usual locations for honoring the dead.

Chuck

On Wed, Apr 29, 2020 at 11:02 AM Nancy Langlois <nlanglois@norfolk.ma.us> wrote:

Good Morning,

With the current Covid-19 crisis, I am reaching out on thoughts or plans to go forth with any of the traditional activities surrounding Memorial Day. It seems unlikely that large groups will be able to march this year, however, I am not sure if there is any talk of an alternate plan for the parade and/or Ceremony.

A response at your earliest convenience would be appreciated.

Regards,
Nancy

--

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

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

NORFOLK POLICE







NORFOLK POLICE







FRAME
HOUSE
1886



TRAMP
HOUSE
1886

04/21/2020 12:19
9730rrov

Town of Norfolk - LIVE
PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

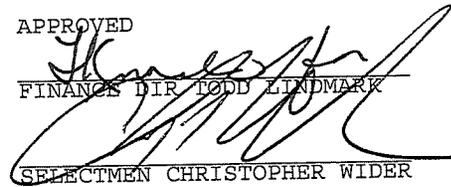
DATE: 04/21/2020 WARRANT: 43V20 AMOUNT: \$ 41,313.46

\$	8,490.34
\$	6,901.67
\$	2,392.48
\$	6,320.03
\$	15,798.98
\$	1,341.02
\$	68.94
\$	41,313.46

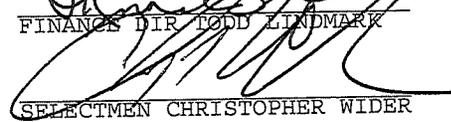
TO THE TREASURER:

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

APPROVED



 FINANCE DIR TODD LINDMARK SELECTMEN KEVIN KALKUT



 SELECTMEN CHRISTOPHER WIDER SELECTMEN CAROLYN C. VAN TINE

SCHOOL BILLS

 SCHOOL COMMITTEE
 THOMAS DOYLE

 SCHOOL COMMITTEE
 PAUL COCHRAN

 SCHOOL COMMITTEE
 JENNIFER WYNN

 SCHOOL COMMITTEE
 MEDORA CHAMPAGNE

 SCHOOL COMMITTEE
 JEFFREY CURRY

04/28/2020 12:17
9730rrov

Town of Norfolk - LIVE
PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

P 1
apwarrnt

DATE: 04/28/2020 WARRANT: 44V20 AMOUNT: \$ 702,461.10

\$	2,506.40
\$	18,196.56
\$	3,208.88
\$	18,797.39
\$	1,851.54
\$	9,147.42
\$	3,987.14
\$	10,375.65
\$	437,283.19
\$	190,519.01
\$	6,587.92
\$	702,461.10

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 ZENEMARK

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

04/23/2020 14:38
9730bboo

Town of Norfolk - LIVE
ACCOUNTS PAYABLE WARRANT REPORT

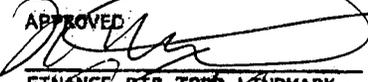
P 1
apwarnt

DATE: 04/28/2020 WARRANT: 44VS20 AMOUNT: \$ 44,914.69

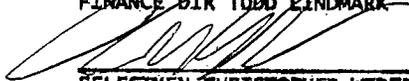
TO THE TREASURER:

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

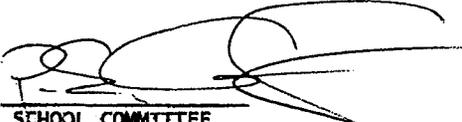
SELECTMEN KEVIN KALKUT


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

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+
4,814.69 Vg

Norfolk Select Board's Open Session Meeting Minutes March 17, 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 at 6:40 p.m.

The public was advised in the meeting agenda that they may submit questions or public comments remotely to the Select Board using a Zoom link.

Executive Session

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

At 6:40 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 WasteWater Treatment Plant, 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, Finance Director Todd Lindmark, 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 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.

B. Executive Session under M.G.L. c.30A, §21(a)(7) to review and approve Executive Session Minutes

At 7:09 p.m. a motion was made by Mr. Kalkut to move that the Board enter into executive session under M.G.L. c.30A, §21(A)(7) to comply with the general laws for the purpose of review and approval of Executive Session minutes and whether those minutes should be released in open session and invite Blythe Robinson and Judith Lizardi to participate. 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 7:13 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 7:20 p.m. He announced this meeting is being both video and audio taped. All present recited the Pledge of Allegiance. He announced the Select Board is

trialing a new service tonight to allow residents who want to join and participate in the meeting the ability to do so remotely through a Remote Access Zoom Virtual Meeting link which has been posted and provided to the public. Residents can log into the Zoom meeting room, watch the meeting remotely, and ask questions or post comments within the Zoom meeting chat boxes so the questions/comments can be addressed during the meeting if they are appropriate.

Ms. Robinson reviewed the agenda.

Public Comment

Ms. Robinson stated that she did not receive any public comment emails for this meeting.

Mr. David Rosenberg, 123 North Street, commented on remote participation, DPW's solid waste proposal, and municipal aggregation of electric rates. He stated that there is only one reason for remote participation which is that it is unreasonably difficult to attend the meeting; he suggested that it not be a requirement to complete a form in advance stating that a member cannot attend a meeting. He stated that the DPW's proposal to remove the sticker requirement for trash bags unfairly disadvantages people who do not have compacters. He stated that municipal aggregation of electric rates is not for the electricity the Town uses, but for the electricity the residents use. It is an arrangement whereby towns get together to negotiate a more favorable rate. Any resident who did not want to be part of it could opt out. He discussed green municipal aggregation which increases the amount of renewal energy used to generate the electricity. He stated that in order for the Town to proceed with this, the Town would need to pass a Warrant article. He stated that from his conversations with Mr. Andy Bakinowski, he does not think the Energy Committee is prepared to move on this; however, the Select Board could put this item on the Warrant. He stated he supports green municipal aggregation.

Continued Public Hearing – FY21 Water Rates

Ms. Robinson stated that included in the Select Board's meeting packet is information about water rates for FY21 and presentation materials from the Interim DPW Director Barry Lariviere discussed at the February 18, 2020 Select Board meeting. No comments or concerns from the public have been received by the Town Administrator's office as a result of that meeting. This item is on the agenda so the Select Board can complete the public hearing before taking a vote on the rates for next year. She noted that there were only two Select Board members in attendance at the February 18, 2020 meeting; therefore, the public hearing was continued to tonight.

Mr. Wider asked if there were any provisions for a discount on the water rate for seniors. Mr. Lariviere said residents having low water usage would be in a lower rate tier, so they would be paying less. There is currently no discounted rate specifically for seniors; this could be something to look at in the future. Mr. Wider said this is something that should be considered for the future.

A motion was made by Mr. Wider to close the public hearing for the FY21 water rates as proposed. It was seconded by Mr. Kalkut, and so voted. All were in favor.

Action Items

Please Consider Approval of the FY 21 Water Rates

A motion was made by Mr. Kalkut that the Board approve water rates for FY21 as follows: The Annual Service Charge will increase for all size meters by 17 percent; the Metered Water rates will increase from FY20 to FY21 as listed in the agenda, and a Capital Improvement fee of \$1.41 per

1,000 gallons will be charged for the new well site. It was seconded by Mr. Wider, and so voted. All were in favor.

COVID-19 Announcement and Updates

Mr. Kalkut read from Ms. Robinson's six-page document titled COVID-19 – March 17, 2020, posted on the Town's website regarding a COVID-19 announcement and updates including that all Town buildings in Norfolk will be closed to the public effective Wednesday, March 18, 2020, until further notice. The public is requested to use the online resources for payments and to contact the Town via email and telephone.

Ms. Van Tine discussed that information on the Small Business Recovery Loan Fund, latest testing capabilities, numbers of confirmed positive COVID-19 cases, proposed legislation regarding moving elections and absentee ballot capabilities, unemployment benefits, aid being released to cities and towns, proposed legislation regarding postponement of town meetings and use of budget funds, and other important issues related to COVID-19 can be found on State Representative Shawn Dooley's Facebook page. She encouraged people to contact Rep. Dooley via his Facebook page or email with any questions. Ms. Robinson stated the Town Clerk is requesting the Select Board sign the Election Warrant for the May 5, 2020 Town Election so the ballots can be utilized as planned. She discussed the possible postponement of the dates of both the Town Election and Town Meeting. She encouraged residents to read the COVID-19 – March 17, 2020, document posted on the Town's website as it provides important information. She stated that staff is working both remotely and at Town Hall; remote meetings may be held, as well. Mr. Kalkut read a public comment message from Ms. Donna Jones, 64 North Street, who asked if the Blackboard Connect software for citizen alert reverse 911 announcements has been used. Ms. Robinson stated the Board of Health has provided announcements via email; the Blackboard Connect system has not yet been used. She reviewed the procedure to sign up for citizen alerts. Mr. Kalkut stated that if anyone has questions, comments, or concerns, please send them to the Select Board.

Discussion Items

Please Discuss Revisions Transfer Station Fees and Charges

Ms. Robinson stated that for several years the Transfer Station has not been meeting the revenue projections included in the budget. The deficit has been increasing over time largely due to a decline in the recycling market and the fact that costs to run the station increase each year, but rates have not been adjusted since 2012. Included in the Select Board's meeting packet is a PowerPoint presentation by both Mr. Lariviere and Highway Superintendent Blair Crane on their recommendations to adjust fees and offerings at the station to close this gap. Even with this, it is recommended that revenue be reduced in FY21 from \$325K to \$300K. At this time, approval of these changes is not being sought, but direction from the Select Board is requested on whether these changes would be acceptable or not. If these increases are too aggressive, changes will impact our revenue projections, and conversely, if the Select Board thinks they should be higher, that will also impact projections. There is no decision to be made tonight; this is only a discussion.

Mr. Lariviere narrated the PowerPoint presentation. He stated he would be discussing the Solid Waste Division, proposed fee and operational changes, and Pay As You Throw (PAYT) bag stickers versus trash bags. He stated that the Solid Waste Division is partially self-supporting through various fees from collections, recyclables and drop-offs that are submitted to the Town to offset annual costs for operation and debt service. The current fee schedule and returns on collections are not sufficient enough for the division to be self-supporting. The goal is to enhance the level of service provided to

residents while creating a more self-sustaining facility and division. He provided a review of general information and budget and revenue history. His review included that there are three full-time staff, two part-time staff, fees have not been raised in eight years, the recycling market is in decline, revenues have been in decline, 1,100 out of 3,100 households in Norfolk utilize the Transfer Station, local contractor curbside pickup rates are \$408 to \$504 per year, the proposed FY21 solid waste budget is \$433,459, and the proposed revenue budget is \$310,000. He stated that recycling makes up a portion of revenue. He stated that an in-depth look into the fees, processes, and operations that currently exist at the Transfer Station and in the Solid Waste Division was conducted. The proposed changes will not only streamline operations, but will also increase revenues. He discussed the proposed fee changes and operational changes for decals, materials, and recycling/container rentals. The analysis of current fees, processes and operations lead to the realization that the current PAYT program using bag stickers was not achieving its full revenue potential. Based on analysis and discussions with other municipalities, he stated the recommendation is to change the current PAYT program from bag stickers to trash bags. He reviewed details of both the current system and the proposed trash bag system while noting that the proposed system is easier to enforce. He recommended using WasteZero for reasons including that they are used by 90 percent of municipalities in Massachusetts, are on the state bid list, prices are locked in for three years, there are no bag storage issues, they work directly with stores/vendors (the Town would be considered a vendor), they receive, fulfill, and track all orders coming from designated retail outlets, assume the risks associated with getting product safely to retail outlets, handle billing, accounts receivable, and bookkeeping, and handle all inventory tracking, storage, and associated logistics. He provided a PAYT bag stickers and trash bags revenue comparison. For both decal fees and bag stickers, the FY19 revenue is \$129,516; for decal fees, bags, and material sales, the FY21 projected revenue is \$191,725. The projected revenue increase is \$60,909.

Select Board members asked questions and discussed the proposed benefits. Mr. Lariviere confirmed there were 3,100 households in Norfolk; currently, 1,100 participate in the Transfer Station. He reviewed the pricing for materials and explained the trash disposal tipping fee of \$85. Mr. Crane stated he went through this type of Transfer Station change at another community. He stated that this change could be implemented in the next few months. He stated that the essential problem is volume versus weight. As such, the majority of towns have gone this same route, and he thinks this is a proven method to close the gap in revenue. He explained that the bags are engineered so they cannot hold more than 40 lbs. before the bottom falls out. Residents are putting more weight into the bags that they choose to use. Also, colored bags make it easier for staff to know that it is an acceptable bag. Ms. Robinson explained that they want to make the materials service cost effective so residents would use the Town rather than a contractor. Mr. Kalkut stated this analysis was approached correctly; however, he would like a competitive analysis done. Mr. Lariviere stated that was done, but there are not many towns in this area that have a transfer station and the bag program. Mr. Crane stated that with the recycling market continuing to decline, revenues will be impacted. Ms. Robinson discussed that the budgeted revenue was \$325,000, but it was lowered to \$300,000 for FY21. She asked the Select Board if they think this is heading in the right direction. Mr. Wider stated that he thinks the loss will be much larger. Ms. Robinson stated that they do not want to make it so expensive that residents do not want to use it. Mr. Wider questioned what if the trash service was removed as only one-third of residents are using it and only the other services were provided. Mr. Lariviere stated the trend is that more residents are using the Town's trash service as private companies are raising their fees. Mr. Wider suggested the trash services should be cut. Ms. Robinson said she would be hesitant to stop trash service immediately for July. Ms. Van Tine asked for a breakdown of the trash expense and recyclable expense. Ms. Robinson stated that in order to get this program up and running, the Select Board's approval would be requested at their April 7,

2020, meeting. She asked Select Board members to get back to her with any additional questions so a comprehensive package with revised information can be presented at the April 7th meeting.

Please Discuss Revisions to the Insurance Premium Cost Share for Retiree Health Insurance

Ms. Robinson discussed how much the Town contributes to the health insurance premium share for retired employees. Since at least 2017, the Town has contributed 65 percent of the cost of retiree health premiums, the same as it pays for current employees. State law requires that for all Towns that accepted the law to offer retiree health (which Norfolk did decades ago) pay a minimum of 50 percent of those premiums for all persons who are pension eligible when they retire. Further, the spouses or partners of those employees are also eligible for coverage at the same limits, all throughout their lifetime. The Town has the ability to change this percentage and reduce it to a lower amount to a minimum of 50 percent. In the FY21 budget, it has been identified that the cost savings to the Town would be \$120,000 based upon current policy costs and the 137 persons enrolled. She stated that the Town pays for all of these insured in the annual operating budget as the Town has not set aside sufficient funds in the OPEB trust from which to pay premiums. There are arguments both for and against making such a change. For the Town, it will have a significant impact on each annual budget, as well as the Town's overall OPEB liability as the actuarial valuation is in part calculated on how much the Town contributes. For retirees, an increase in the amount they pay may have an impact on their personal finances, as they likely made their retirement decisions at least in part on how much this cost would be. She reviewed the spreadsheet that shows the 137 employees and/or their spouses currently on plans, and the monthly and annual impact to them if this change is made. She reviewed a survey of other communities which indicates that over half are at the 50/50 split. The Select Board has options as to how much of a change to make: reduce the percentage from 65 percent to 50 percent for all current and future retirees, reduce the percentage to something between 65 percent and 50 percent, or set different rates for persons already retired and those who have not retired yet. She stated that a decision by the Select Board is not requested at this time, but a decision will need to be made prior to June 30, 2020 to implement for FY21.

Ms. Van Tine expressed concern for people who went into retirement knowing the Town was providing a set amount. She stated she would feel comfortable with this change for retirements going forward, but does not like the idea of this for those already retired. Mr. Kalkut stated he liked the comparative analysis. He noted that the towns closely related to Norfolk are all at 50 percent; Norfolk is at the upper end of the scale. However, he understands Ms. Van Tine's point. He struggles with the commitment made to people and changing that commitment after the fact. Mr. Wider asked who is an eligible retiree. Ms. Robinson said the Town has not been consistent with this and the policy should be tightened. Select Board members discussed the requirements and age for retirement and the impact of this change to current and future retirees. Ms. Robinson stated that the overall budget will need to be adjusted as this reduction in costs had been considered in the budget. Mr. Kalkut requested the data on the ages of the current 137 enrollees.

Action Items

Please Consider Determining the Amount of the FY21 Operating Budget to Propose to Town Meeting

Ms. Robinson stated that a revised version of the budget is included in the Select Board's meeting packet. The document shows that the increase overall from FY20 is now 2.33 percent. It has been reduced by .48 percent from the 2.81 percent which was supported by a majority of the Select Board last week. Also, in the meeting packet is the same spreadsheets received last week, now updated, along with the itemized list of changes made and a 14-year history of budget changes. She noted that this is one of the lower increases in that period, and well below the average of all of these years.

She recommended several revenue adjustments that have resulted in an increase of \$87,559. Reductions in expenses totaling \$209,915 are also proposed. She reviewed numerous changes and adjustments to the budget including, but not limited to, the following: changes in the retiree health insurance contribution level and fees charged for use of the transfer station, salary for a management level position in DPW has been removed, revised the amount available for the DPW Director in line with the Select Board's direction, added back \$20,000 in expenses believed to be critical to be able to retain services for inspections of roadwork given the amount of road repair planned in the next year, and the ability to witness the installation of new subdivision roads. She discussed elimination of the part-time IT Technician; this position is currently vacant which is why it has been eliminated. However, she expressed concern that it will impact the Town's ability to maintain multiple servers, support all departments, website updates, public records requests for information, and daily technical issues. She discussed that if it is found that other budget reductions can be made, she would restore it. The reliance on Free Cash has been further reduced by \$2,441 to balance the budget.

Mr. Lindmark discussed that some refunding on a current bond is being done which will save money over the life of the loan, this could provide savings of over \$200,000 over 10 years. He stated they are continuing to go forward with the BAN for the school roof and the roll off truck. Ms. Robinson stated that regarding the King Philip School Budget, the assessment has been set by the school committee at a 1.46 percent increase (overall increase of \$129,593). However, it is still unclear whether Norfolk's sister communities will fund their assessments and if neither of them does, it would lower Norfolk's assessment. Also, eligible employees will be notified later this month of their ability to take advantage of a health insurance opt out program; if some do, there would be a decrease in this budget. Overall, if all this were to go forward as designed now, there would be a 2.33 percent budget increase which is a reduction from the 2.81 percent increase presented to the Select Board last week.

Mr. Wider discussed the number of positions in the DPW Department. Ms. Robinson reviewed the changes and reallocations made to the DPW budget. Ms. Van Tine discussed the requirements for maintaining the Town's playing fields. Mr. Wider discussed distributing the RAO function to the department head level. Ms. Robinson stated concern about disseminating this function across many departments and making sure the Town is on top of the deadlines, requirements, requests, and appeals. Mr. Lindmark said that each town must have an identified and named RAO. Ms. Robinson discussed the reduction of the part-time IT position. She considered that if people opted out of the health insurance, she could add back in that position. She looked at outsourcing that position and the cost was much higher. Mr. Wider asked about using the library IT person to overlap. Ms. Robinson stated they could maybe help out at times. Mr. Wider said these are opportunities to look at going forward. Mr. Kalkut stated shared services and regionalizing is something that has been talked about. He confirmed Ms. Robinson needs to do a little more work on the insurance perspective, but generally speaking, the budget increase will be in the 2.33 percent to 2.8 percent range. Mr. Wider asked about the solar power generation in the facilities budget. Mr. Lindmark explained that the biggest increase is in the police station. Ms. Robinson said they could look for some small reductions in various departments and within the retiree insurance program. She wants to make sure it is attainable. She will contact the schools to see if there are any additional small adjustments that could be made.

Select Board members discussed potential unforeseen budget costs. Ms. Robinson said that money does not get spent without her and Mr. Lindmark's authorization and signature. Mr. Kalkut suggested the Select Board be provided with more regular updates of when and how money is being spent. Mr. Wider stated that the exercise for this budget year is yielding some good results. There is more work to be done moving forward, but the taxpayer appreciates that a deeper look was taken into the

budget. Mr. Kalkut confirmed they have agreed on a budget range of 2.33 percent to 2.81 percent increase. Ms. Robinson said she will provide additional information for the next Select Board meeting.

Please Consider Adopting a Remote Participation Policy

Ms. Robinson stated that this item was put on the agenda prior to Governor Baker's executive order of relaxation of the policy regulations. Mr. Kalkut stated he understood the relaxation of the policy was for those boards that had already adopted remote participation.

Mr. David Rosenberg, 123 North Street, stated that Governor Baker's directive is for everybody regardless of whether or not they had previously adopted remote participation; therefore, the Select Board does not currently need to adopt remote participation. Ms. Robinson recommended that the Select Board should work through this new normal and learn from it and then determine if they should make a permanent change. Mr. Kalkut suggested tabling this agenda item for now. Ms. Van Tine agreed. Select Board members informally agreed that they will not adopt a permanent policy regarding remote participation at this time; they will follow the direction from the state.

Please Consider Approval of a Contract with Stantec for Various Environmental Engineering Services

Ms. Robinson stated there are several tasks for which the Town requires the services of a consulting environmental engineer. For some number of years, the Town has contracted with Stantec Consulting Services for such works which include sampling the 19 groundwater monitoring wells on the Town's closed landfill, filing the Town's annual subsurface wastewater treatment system with the Massachusetts DEP, monitoring of the Town's catch basin cleanings, and developing a summary report and submitting it to the DEP. That contract was up for renewal in March of this year. Included in the Select Board's meeting packet is a copy of the proposed contract for this work and the scope of services to be performed. Heretofore, the Town has signed a contract provided by the consultant. This year a contract proposed by the Town has been negotiated which is believed to be more appropriate for the Town, and agreed to by Stantec. Staff recommends that the Board authorize the contract so that the necessary annual work can be completed. It is a one-year contract and can be extended for up to two more years, one year at a time.

A motion was made by Mr. Kalkut that the Board approve a contract with Stantec Consulting Services for various Environmental Engineering Services. It was seconded by Mr. Wider, and so voted. All were in favor.

Please Consider Approval of a Contract Extension with R. Kadesh Excavation for DPW Services

Ms. Robinson stated the Town executed a contract with this firm that began in 2018 for various construction services which was for one year with the option for two one-year extensions. One extension was granted for 2019. Included in the Select Board's meeting packet is a memo from the Interim DPW Director requesting that the Select Board authorize this last one-year extension. There are no changes in the prices for the work and the fees are the same. She recommended approval. She noted that they will go out to bid this year for future contracts.

Mr. Wider confirmed the prevailing wage schedule is in the contract.

A motion was made by Mr. Kalkut that the Board approve a contract extension with R. Kadesh Excavation for calendar year 2020. 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

Ms. Robinson reviewed that at last week's meeting the Select Board took up this right of first refusal to purchase this property. The Select Board elected to table the item at the request of the Historical Commission Chair Betsy Pyne to further explore the funding to buy it and its future use. Since that time, the Historical Commission is no longer advocating for the Town to purchase the land. Ms. Pyne's email notes it is unlikely that the house would be eligible to be placed on the National Register, and it is also not likely a candidate for affordable housing. CPC Chair Cyndi Andrade's email confirms that the CPC would also not likely recommend that such funds be used. Based on this information, Ms. Robinson recommended the Town not exercise its right of first refusal and let the people who have put in a purchase and sale agreement purchase the property. She reviewed that the Town has 120 days from the date of notice to exercise the right to buy the land, and 90 days from the date of that decision to consummate the acquisition.

Mr. Wider questioned if the perspective owners could be asked about a possible easement to get to the Town-owned land that cannot otherwise be accessed. Ms. Robinson said she could ask the perspective owners.

A motion was made by Mr. Kalkut that the Board vote to waive the Town's right to notice of sale and waive the Town's right of first refusal to purchase 18.54 acres of land at 75 Cleveland Street pursuant to Massachusetts G.L. 61. It was seconded by Mr. Wider, and so voted. All were in favor.

Please Consider Appointing Elizabeth Whitney to the 150th Parade Committee

Ms. Robinson stated Ms. Elizabeth Whitney has submitted an application indicating her interest to serve on this committee; the committee currently has two members. Committee Co-Chair Paul Terrio has indicated by email that he would like to have Ms. Whitney as a member of this committee.

Mr. Kalkut noted that the Time Traveler's Dinner celebrating the Town's 150th anniversary is going to be postponed. Ms. Robinson stated that she received a request that the money not yet spent for this event be transferred to next year's budget. Mr. Wider said Ms. Whitney would be a great addition to the committee.

A motion was made by Mr. Kalkut that the Board appoint Ms. Elizabeth Whitney to the 150th Anniversary Parade Committee. It was seconded by Mr. Wider, and so voted. All were in favor.

Please Consider the Appointment of the Animal Inspector for a One-Year Period Effective May 1, 2020

Mr. Wider stated that he would recuse himself from the vote on this item.

Ms. Robinson stated that annually the Board must nominate a person to fulfill the role of animal inspector and report that name to the State for a one-year term. This position is currently filled by Mr. Wider. The appointment is from May 1, 2020 to April 20, 2021.

Mr. Wider said this function is for the barn inspections and explained the role of this position. He stated that as the animal inspector, he has never filed an expense item during the past 15 years he has been in the role. He receives approximately \$2,300 annually for the labor. Mr. Kalkut stated that he researched if a sitting Select Board member can also hold a paid position in Town. Town Counsel identified that there is not a specific instance that would preclude a Select Board member from serving in that position while sitting on the Select Board. Mr. Wider said he will complete the required ethics paperwork.

A motion was made by Mr. Kalkut that the Board appoint Mr. Christopher Wider as the Animal Inspector for a one-year term beginning May 1, 2020. It was seconded by Ms. Van Tine and so voted. All were in favor. (Mr. Wider did not vote as he had recused himself.)

Please Consider the Adoption of a Code of Conduct

Ms. Robinson stated that at the last meeting the Select Board discussed a draft policy which would govern its code of conduct. She stated the policy has been modified to reflect the comments made by the Select Board members at the March 17, 2020 meeting. A revised version of the code of conduct is included in the Select Board's meeting packet.

Ms. Van Tine questioned the meaning of language in various sections of the proposed code of conduct as outlined in the section regarding conduct of Select Board in relation to the Town Administrator; as well, some of the language is overly broad. Ms. Robinson explained the meaning of the language and noted that wording changes had been made on the draft policy to enhance clarity. She stated that the wording in question is for the Town Administrator to manage the organization and not have the Select Board members go around the Town Administrator. Ms. Van Tine stated the policy was a great start, but it needs some work. Mr. Wider suggested that there should be an employees' code of conduct that goes hand-in-hand with this.

Please Consider Approving a Request from the Norfolk Lions to Erect a Field of Flags on the Norfolk Town Hill from Sunday, May 17, to Saturday, May 30, 2020; Hold a Ceremony on Town Hill on Memorial Day, Monday, May 25, 2020, at Approximately 9:00 A.M.; and Place a Banner on Town Hill from May 18 To May 23, 2020.

Mr. Kalkut stated that all of this is pending the ability to hold the event given the COVID-19 situation. The Select Board will approve this now, with consideration that there may be delays.

A motion was made by Mr. Kalkut that the Board approve Norfolk Lions request to erect a Field of Flags on the Norfolk Town Hill from Sunday, May 17, to Saturday, May 30, 2020; hold a ceremony on Town Hill on Memorial Day, Monday, May 25, 2020, at approximately 9:00 a.m.; and place a banner on Town Hill from May 18 to May 23, 2020. It was seconded by Mr. Wider, and so voted. All were in favor.

Report of Warrants

Please consider approval of the following warrants:

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

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

It was seconded by Ms. Van Tine, and so voted. All were in favor.

Approve Minutes

Please consider approval of the minutes

There were no minutes for approval.

Ms. Robinson stated that the March 18, 2020 joint Select Board meeting with Plainville and Wrentham was cancelled. It was determined the meeting would be rescheduled for March 24, 2020.

Mr. Kalkut said he received an online public comment asking for more clarification as to why Ms. Van Tine wanted to further clarify the language of the proposed code of conduct. Ms. Van Tine responded that she thought there were places that the language was too broad and there were opportunities to identify more clearly the intent.

Select Board members discussed how public comment would be handled at Select Board meetings going forward.

Ms. Robinson stated there have been many emails received regarding whether the Town needs to declare a state of emergency in order to get access to any federal funds. She noted that some towns are voting to declare a state of emergency to make sure they are covered. She stated that Town Counsel Peter Mello stated he did not think it was needed. She wanted to point this out as a possibility.

Mr. Kalkut stated local updates including links to COVID-19 information can be found in the banner at the top of the Town's website. He thanked all those who have banded together to assist those who need additional support during this time. He asked everyone to please consider local restaurants for ordering out and noted a list is posted on the website. He encouraged everyone to empathize with those for whom this situation poses a great impact from a physical, health, or financial perspective. He stated a Zoom link for each future meeting would be provided on the agenda.

Mr. Rosenberg provided suggestions regarding the code of conduct. He suggested the Select Board review the governor's executive order relaxing restrictions on remote participation.

At 10:00 p.m., a motion was made by Mr. Wider 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, April 7, 2020, at 7:00 p.m.

This is a true and accurate report of the Select Board's meeting of March 17, 2020.

CiCi Van Tine, Clerk