



TOWN OF NORTON
SELECT BOARD
MUNICIPAL CENTER
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Select Board
Meeting Minutes
December 17, 2020

NORTON TOWN CLERK

FEB 10 2021

11:45 AM
RECEIVED

I. Call to Order by Chair

The December 17, 2020 meeting of the Norton Select Board was held remotely (Web: <https://us02web.zoom.us/j/6391519600>; Phone: 646-558 8656; Meeting ID: 639 151 9600, and was called to order at 7:02 P.M., by Mr. John Conway, Chair. Member(s) present: Ms. Renee Deley, Mr. Michael Toole, and Mr. Bradford K. Bramwell. Also in attendance: Mr. Michael D. Yunits, Town Manager.

II. Appointments/Resignations/Retirements

1. Appointment of Sharon Rice to the Economic Development Commission.

MOTION was made by Ms. Deley to appoint Sharon Rice as a member of the Economic Development Commission. Seconded by Mr. Toole. Vote: Mr. Bramwell – Yes; Mr. Toole – Yes; Ms. Deley – Yes; and Mr. Conway – Yes. MOTION CARRIES.

III. Licenses and Permits

1. 2021 License Renewals.

The 2021 License Renewals specified on the “2021 License Renewals” document presented to the Select Board at the December 17, 2020 Select Board meeting were all approved as written.

CV:

KMPZ, Inc. d/b/a Honey Dew Donuts
61 West Main Street CV

FADL Inc. d/b/a Main Street Pizzeria
63 East Main Street CV

Class I, II, and III:

Gregory Degnan d/b/a
Block Buster Auto
409 Old Colony Road Class II

Edward Fontneau
d/b/a Colonial Motors
380 Old Colony Road Class II

Kevin's, LLC
187 West Main Street

Class I

Old Colony Cars, Inc.
350 Old Colony Road
(Subject to receipt of \$25,000 bond)

Class II

MOTION was made by Mr. Bramwell to approve/renew the above 2021 licenses as specified on document, "2021 License Renewals", Page 1 as presented to the Board on December 17, 2020 subject to receipt of 304 Certificates signed by the Fire Chief and Building Inspector. Seconded by Mr. Toole. Vote: Mr. Bramwell – Yes; Mr. Toole – Yes; Ms. Deley – Yes; and Mr. Conway – Yes. MOTION CARRIES.

Mr. Yunits acknowledged Ms. Jennifer Reid for the work she does getting these license renewals done. He acknowledged the amount of time and the way she helps people out is amazing. Mr. Yunits pointed out that even though these are renewals and are done every year, a lot of licensees still need assistance and she has done a great job working with licensees through the process.

Mr. Bramwell stated that for someone who has been around [on the Select Board] for 12 years, he wanted everyone to realize what a gem Ms. Reid is for getting these licenses out early and getting them back to the Board. He said he could remember his first couple of years on the Board how 95% of the licenses weren't approved until after the 20th of December and within the last 3 days of the year, the Board would have to have a special meeting to get the remainder of the licenses voted on and signed because it just wasn't taken care of as efficiently as Ms. Reid does this. Mr. Bramwell lastly stated that Ms. Reid is excellent at this and makes it a lot easier for all of them.

Ms. Deley responded that she is certainly happy that the Select Board gets to reap the benefits of this and thanked Ms. Reid as well.

2. ABCC 2021 Seasonal Population Increase Estimation Form.

Mr. Yunits explained that by law, as of March 1st of each year, the community can submit a number to the State on a seasonal increase in population and is really structured for vacation areas. The Town Manager said he would like to see if Wheaton College could play into this. He explained that the way they would go about this is they would notify the Alcoholic Beverages Control Commission (ABCC) by March with the Town's seasonal population (if applicable). The increased resident population in the Town would be as of July 10, 2021 (using an estimated figure) and then the Town would have the potential to gain one additional license under Section 15 based on this figure. Mr. Yunits informed the Board that the seasonal license would be effective from April 1st to November 30th and the Town would get one license for every 5,000 seasonal residents. The Town Manager reported to the Board that he had contacted Wheaton College asking them to provide the number of students they know that live on campus and live in housing around Norton during the school year. Mr. Yunits advised that he would get back to the Board at another meeting about this and they could vote on it at that time.

IV. Announcements

1. Solar Retail Norton LLC Virtual Community Outreach Meeting on December 14, 2020 at 5:30 P.M.

Mr. Toole read the announcement that Solar Retail Norton LLC will be holding a virtual community outreach meeting on December 14, 2020 at 5:30 P.M. to discuss the proposed siting of a licensed retail marijuana establishment at 242 Mansfield Avenue, Norton, MA 02766. He advised that individuals can ask questions during the meeting using questions@solarthera.com. Mr. Conway pointed out that this is for marijuana not solar and asked to have future announcements emphasize this.

V. Business

A. New Business

1. Joint Meeting with the Charter Commission – Final Report and Charter.

Ms. Laura Parker, Chair of the Charter Commission, advised that they do not have a quorum, so they will not be calling a meeting to order. She informed the Select Board that after 20 months of work, the Final Report and Charter are complete, which are available on the Town website under the Charter Commission's page. She gave a summary of some of the changes made, but advised that no major changes were made. Ms. Parker continued that they also added an entire section explaining the process by which the Charter is changed as well as a section explaining what effects the new Charter has on a proposition 2 ½ question (the short answer to that being none).

Ms. Parker informed the Board that another popular misconception about the Charter change and changing the form of government for the Town would result in a change to the override process or take away a resident's right to vote on an override. For the record, she clarified that under Massachusetts General Law, a proposition 2 ½ question, whether that happens to be an override, a debt-exclusion, or an underide, must always be presented on a ballot and approved by the voters; neither the Charter Commission nor the Charter Committee can change that. Ms. Parker stated that there was also a section added in called "Final Thoughts" consisting of the some of the areas needing improvement that were addressed within the preliminary report.

Ms. Parker mentioned that this will be a ballot question on the upcoming election in April. Ms. Deley asked if with COVID-19 if they have to move the election if that messes the Charter Commission up at all if it is not held in April. Ms. Parker answered that it would not and that it would simply follow along with the Town.

Ms. Deley asked if the Charter passes if there would be another election where town council members would be elected or if those individuals would get elected on that same ballot. Ms. Parker explained that if the Charter passes, the Select Board would have to call for a special election and the Charter actually calls for a special election on a convenient date in June of 2021, which would be no earlier than 64 days. Ms. Parker advised that in order to have a special election within the 64 days as called for, the Select Board would have to call for the special election somewhere between April 11th and April 27th. She further explained that the Town Clerk would then put together a schedule and nomination papers for anyone who wants

to run for the office of town council. Ms. Parker advised that immediately after the passage of the Charter, a Charter Transition Committee would immediately be formed comprised of the Select Board Chair (or the Chair's designee), the Charter Commission Chair (or the Chair's designee), two members of the Charter Commission as determined by the Charter Commission, two members of the Finance Committee (or their designees), and the Town Moderator (or the Town Moderator's designee); however, if any of those members listed wanted to file nomination papers for the office of town council, they would have to resign from the Transition Committee and the Town Manager would then appoint a person in their place.

Ms. Deley asked what the Select Board could do to help show support and get the word out. Ms. Parker said they would regroup after the holidays to come up with ideas, but the best ways they could help is to try and create as little noise and/or distractions with the other potential warrant articles if they are going to be on the April ballot and perhaps defer those to another date and time. Ms. Parker added she would like to not see a debt-exclusion question on the ballot with the Charter Commission. Mr. Toole said he thought it was inappropriate to ask to not have any other questions or big matters on with the Charter Commission because they want to make sure they are not interfering with the normal town election process and items that could potentially be on the ballot.

Mr. Conway referred back to a question the Select Board had regarding appointing a Charter Review Committee in years ending in "0." Mr. Yunits explained that town counsel said that they are not obligated (but have the choice) to do so and commented that they should really wait and see what is going to happen with the Charter Commission proposal vote in the spring before doing so.

MOTION was made by Ms. Deley to defer the appointment of a Charter Review Committee. Seconded by Mr. Bramwell. Vote: Mr. Bramwell – Yes; Mr. Toole – Yes; Ms. Deley – Yes; and Mr. Conway – Yes. MOTION CARRIES.

2. Discussion and/or Vote to Approve the ESCO Contract and Authorize the Chair of the Select Board to Sign.

Mr. Conway asked if this was one big audit or done on a routine schedule. Mr. Matthew Wells, the School Business Manager, answered that it would be just one big audit. Ms. Deley asked Mr. Wells to explain what this will entail. Mr. Wells answered that it will take approximately 3 months where they will go through all the buildings to identify all of the energy usage and anything that has to do with energy efficiency (boilers, HVAC, roofs, etc.) and in result of that audit, there will be a list of projects put together for expected energy savings.

Mr. Conway asked Mr. Yunits what municipal buildings would be part of this project. Mr. Yunits expressed that hopefully the Town will have a new Town Hall and Senior Center and commented that the Police Department and Fire Department will be included. Mr. Conway asked about the Water Department. Mr. Yunits said hopefully with the new Water Treatment Plant they won't need a new building.

Mr. Richard Dorney of the Finance Committee asked if there was a management agreement with TRANE as far as the contracts for the job and using their equipment. Mr. Yunits said that

was his only concern and hoped that they had an ESCO that didn't include equipment supply because he didn't want to depend on one company for their equipment. Mr. Dorney said that there is some equipment that might not compliment an existing piece of equipment that you are trying to work into it that could create a problem and commented that if TRANE was going to commit to it, then that would be one thing. Mr. Dorney pointed out that some cities have had issues with this leading to legal matters and used the example of the City of Quincy where they had to walk out of the contract, which was pretty extensive.

Mr. Conway asked if these projects would still have to go out to bid. Mr. Wells answered that they would not; however, the Town might have to go out for borrowing for the project, which may have to be done competitively. Mr. Conway clarified that if there was a \$150,000 boiler project that it would just go to TRANE, which Mr. Wells confirmed. The School Business Manager pointed that this is something different from Chapter 30B. Mr. Dorney asked if this would supersede the article that put a 7-year ceiling on contracts for equipment (not personnel contracts). Mr. Wells said that this is governed by M.G.L. Chapter 25 and Chapter 11. Mr. Wells pointed out that it is by nature a 20-year contract due to the statute. Ms. Deley stated that she thought they were provided with a list of all the buildings in the scope of the project and Mr. Wells replied that they included all buildings owned by the Town so they had the capability to do work on any of them and that even sheds were included. Mr. Wells advised that the list of buildings can be found in the original Request for Proposal (RFP).

MOTION was made by Ms. Deley to vote to approve the ESCO contract and authorize the Chairman to sign. Seconded by Mr. Bramwell. Vote: Mr. Bramwell – Yes; Mr. Toole – Yes; Ms. Deley – Yes; and Mr. Conway – Yes. MOTION CARRIES.

3. Discussion and/or Vote to Accept the Norton Cable Access's Grant-Funding in the Amount of \$2,000.00 to the Norton Conservation Commission.

Mr. Yunits explained that the \$2,000.00 grant will be used by the Conservation Agent to have SRPEDD use a drone to fly over the ponds as part of the Master Plan.

MOTION was made by Mr. Toole to accept the grant. Seconded by Mr. Bramwell. Vote: Mr. Bramwell – Yes; Mr. Toole – Yes; Ms. Deley – Yes; and Mr. Conway – Yes. MOTION CARRIES.

B. Old Business

1. Attorney Mark Reich – Reed & Barton Update.

Town counsel, Attorney Mark Reich of KP Law, gave an update on the Reed & Barton site. He explained that this was part of the bankruptcy property, the company has since dissolved, and the property is currently orphaned property where no one manages or controls it. Attorney Reich moved on to discuss that the liquidation company no longer has any responsibility for it and added that oversight of the bankruptcy is no longer in place. He advised that the Environmental Protection Agency (EPA) and the Department of Environmental Protection (DEP) been working at the site due to contaminants. During Attorney Reich's overview, he reminded everyone that an Order the Town went to court for, which was granted, was to take down the delapidated buildings and no ownership or obligation of the site was taken by the

Town by obtaining such Order. He emphasized that there are still some outlying issues, but the remaining buildings are not an imminent danger to the public at this time.

Attorney Reich reported that DEP and EPA were starting to wrap-up their cleanup, so now the question is what the Town wants to do with this property. He pointed out that the Town does not have any ownership interest in the property and doesn't have oversight or responsibility over the property. Attorney Reich informed the Board that the EPA will be leaving the site with booms in place to contain the piles being left at the site and that any hazards in the building will be contained. He mentioned that a constant concern that is raised is liability of the Town; Attorney Reich clarified that generally speaking, the Town is not liable for private property and does not have any responsibility for the buildings or the site. Another concern Attorney Reich addressed that has been raised was in regard to the Town acting on the property creating a potential for the Town becoming an operator at the site and incur a certain liability. Attorney Reich clarified this concern by stating that the Town through its consultants and its personnel will be communicating with the DEP and the EPA to determine where the property is going to be left.

Ms. Deley asked for clarification for future liability the Town has for future cleanups or for people who may be impacted by it. Attorney Reich advised that the site will not be completely cleaned up when the EPA and DEP leave, but rather contained. He emphasized that the Town does not have any liability or ownership of the site. Attorney Reich reiterated that the Town is not an operator of the site and rather took certain action to address imminent threats to public safety. Ms. Deley asked if the Town fails to maintain the site as Attorney Reich has stated the Town is responsible for doing and someone was injured or property was damaged, what liability the Town would then have. Attorney Reich clarified that if the Town took ownership of the property through a tax lien, where the Town has knowledge of what it is on the site and exacerbates the conditions, this could make it worse for the Town liability wise. Attorney Reich stated that another question is if the Town takes ownership of the property what liability the Town has; if it is a 21E exemption where the Town could hold the property for tax-title purposes, they would have obligations to maintain the site from contaminants to protect the public from imminent hazards.

Ms. Deley asked if the Town would be responsible for paying past costs for cleaning up the site. Attorney Reich said he had never heard of DEP or EPA asking a municipality to pay it back; however, they might put a lien on the property to obtain some of the costs incurred if it is purchased by a third party. Ms. Deley asked Attorney Reich from his experience if it is more difficult to try to get a potential owner of the property if there is a tax lien on it. Attorney Reich said as the property sits now it is worthless (cost of cleanup and demolition of buildings), so any number in the negative would be problematic. Mr. Conway expressed a frustration with the Town being saddled with the problems from this property so unfairly and stated that it is not only an eyesore, but a health hazard.

Mr. Stephen Banks of 29 Elm Street raised concerns about the water quality as far as cleaning it up and doing it right. He stated that one issue he was confused about was regarding documents issued by the Bristol Superior Court. Mr. Banks emphasized that he thinks the Town is doing the right thing, but expressed that they need to understand that the Town is subject to some liability still in result of a lack of action. He said he is asking that the Town work with residents in the area to help and guide them and also make sure the Town is doing

everything they can to reconcile this situation. Ms. Cheryl Guinan commented that the property owner will assume responsibility over property for safety hazards.

Mr. Conway clarified that the materials on site are in result of the EPA's cleanup and the demolition materials have been removed. Mr. Yunits stated that this was correct and the pile there is from the EPA. Mr. Conway asked if the EPA has a responsibility to cleanup that material. Attorney Reich pointed out that the EPA is running out of money and advised that it was his understanding that the EPA was going to contain any contaminants and that any materials left on site, even if they are unsightly, are not creating a hazardous condition.

Mr. Toole asked if this pile is a danger, maybe not so much as an environmental aspect, if they can petition to the Court that the EPA and/or DEP left a dangerous situation. The Building Commissioner, Mr. Nicholas Iafrate, confirmed that the piles are free of contaminants and that the EPA does not have plans to move those piles, but have them fenced in. Mr. Iafrate said that he supposed someone could light the materials on fire over the fence, thus creating a potential danger to the public. Mr. Toole used an example of a child climbing the fence and then going on the pile as potential danger. Mr. Iafrate confirmed that the potential is there. Mr. Toole responded that if that was the case, the Town should hold a stance that the EPA should be obligated to clean this up and Mr. Conway agreed.

Mr. Dorney brought up the point that if the Town does nothing in the next 4 years and it causes a fire with chemical contaminants and the fire spreads a square mile, there is a potential for liability in result of inaction.

Mr. Conway asked if the Town does demolish and clear the site, if it now is an operator. Attorney Reich said there is the potential. Attorney Reich suggested before the EPA and/or DEP pulls up their tents and the Town goes this route that they have another meeting. He emphasized that they need to speak with the EPA and DEP to see what they are leaving behind. Ms. Deley said the Town does not have money to do this work if the piles are left there especially after seeing the budget numbers to date. Mr. Dorney asked why they couldn't create an authority. Attorney Reich answered that this wouldn't stop the Town from assuming liability.

Mr. Yunits informed the Board and Attorney Reich that the Building Commissioner is getting prices on taking down the remaining buildings and they are looking at a Licensed Site Professional (LSP) between \$500,000 and \$600,000. The Town Manager advised that the Town cannot take out a loan to take down the buildings either. Mr. Yunits pointed out that this is becoming more of a political situation rather than a legal situation at this point. The Town Manager emphasized that the Town needs to get State and local representatives and Senators involved and work with them to get commitment from the EPA to clean this site up. Mr. Toole said this was a great idea. Mr. Yunits said he would like to see if there is any money left over from the previous article to take down the buildings that could be used to remove these piles.

Mr. Iafrate reported that the bids he got for the removal of these piles ranges from \$45,000 to \$50,000. The Building Commissioner explained that the way the bid is broken down is for the remainder of the asbestos abatement and demolition of the buildings that are still up and then the removal of the piles as another line item.

C. Town Manager's Report

1. Town Report.

Mr. Yunits informed the Select Board that they need to provide the Select Board's report for the period of July 1, 2019, through June 30, 2020 and decide on who to dedicate it to. He advised that they will also need to coordinate taking the Town Report cover photo in January.

2. Mr. Yunits recognized Ms. Rebecca Mowry of the Fire Department for the hard work she has done with FEMA for the Town to get reimbursed for eligible COVID-19 expenses. He reported to the Board that a town representative from another municipality has been telling other municipalities that they should contact Ms. Mowry and speak with her for guidance and commented that everyone should be like the Town of Norton.

3. Mr. Yunits also recognized Ms. Joanne D'Onofrio because a resident posted on Norton Neighbors about how helpful Ms. D'Onofrio has been answering her questions regarding the Route 123 project and commented that she is a "gem."

4. Mr. Conway asked for a COVID-19 update. Mr. Yunits said it has been an interesting week where the numbers have been going up. The Town Manager commented that a lot of the positive cases are from Wingate. Mr. Yunits advised that municipal employees have tested positive for COVID-19, so now they are trying to limit interaction between buildings as much as possible.

VI. Select Board's Report and Mail

1. Mr. Conway announced that Comcast and WCVB reached an agreement and the channel will be staying.

VII. Meeting Minutes

MOTION was made by Mr. Bramwell to approve the Minutes of November 12, 2020; November 19, 2020; and November 24, 2020. Seconded by Mr. Toole. Vote: Mr. Bramwell – Yes; Mr. Toole – Yes; Ms. Deley – Yes; and Mr. Conway – Yes. MOTION CARRIES.

VIII. Warrants

Report of Chair, John Conway, on the following Payroll and Invoice Warrants:

A. Payroll Warrant PR21-13 for the week ended December 12, 2020, Warrant dated December 17, 2020, in the amount of \$1,541,831.32.

B. Invoice Warrant AP21-25 dated December 17, 2020, in the amount of \$943,573.25.

IX. Other Business

There was no other business to discuss.

X. Next Meeting's Agenda – January 7, 2021 at 7:00 P.M.

XI. Executive Session

There was no need for an executive session.

XII. Adjournment

**MOTION was made by Ms. Deley to adjourn at 9:16 P.M. Seconded by Mr. Bramwell.
Vote: Mr. Toole – Yes; Mr. Bramwell – Yes; Ms. Deley – Yes; and Mr. Conway – Yes.
MOTION CARRIES.**

URL Link: <https://www.youtube.com/watch?v=i7wceHg2nGE>

Respectfully Submitted by:



Jennifer Reid, Office Administrator

**SELECT BOARD
MINUTES OF MEETING
DECEMBER 17, 2020**

John Conway, Chair

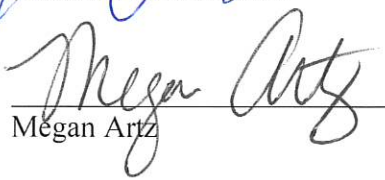
Renee Deley, Vice-Chair



Michael Toole, Clerk



Bradford K. Bramwell



Megan Artz

Minutes Approved by Board on: January 7, 2021