

**BOARD OF SELECTMEN  
MINUTES OF MEETING  
MARCH 28, 2013**

**I. CALL TO ORDER BY CHAIRMAN**

The March 28, 2013, Meeting of the Board of Selectmen was called to Order by Mr. Giblin, Chairman, at 7:00 p.m., held in the First Floor Selectmen's Conference Room.

- A. ROLL CALL: Mr. Timothy Giblin, Chairman; Mr. Robert W. Kimball, Jr., Vice-Chair; Mr. Bradford K. Bramwell; Mr. Robert Salvo, Sr., Clerk; and Mrs. Mary T. Steele were present. Mr. Michael Yunits, Town Manager, was also present.
- B. Pledge of Allegiance

**II. WARRANTS AND MINUTES**

- A. Approve bills Warrant #58, dated March 28, 2013, in the amount of \$1,190,054.30  
**MOTION was made by Mr. Salvo to Approve bills Warrant #58, dated March 28, 2013, in the amount of \$1,190,054.30. Second by Mr. Kimball. Vote: Unanimous. MOTION CARRIES.**
- B. Approve Minutes – December 6, 2012

MOTION was made by Mr. Bramwell to Approve the Board of Selectmen Minutes, dated December 6, 2012, as written. Second by Mr. Kimball. Vote: Unanimous. MOTION CARRIES.

**III. LICENSES AND PERMITS**

**IV. ANNOUNCEMENTS**

Habitat for Humanity Application Available. Affordable (\$130,000) 3-bedroom home to be built at 4 Gude Street, Seekonk, MA; Application Information Workshops at Seekonk Public Library, 410 Newman Avenue, Seekonk on April 3 at 5:30 p.m. or April 20 at 1:00 p.m.

It was also noted CHAPA has an affordable housing unit/40B to be sold on Arrowhead Village. It is a 3 bedroom colonial priced at \$189,600.

**V. BUSINESS**

**A. NEW BUSINES**

1. 7:10 P.M. – Margie McNally, Outreach Coordinator, Next Step Living –

Discussion Re: Memorandum of Understanding

Mr. Giblin indicated to Board there was a Memorandum of Understanding (MOU) in their packets. Mr. Travis Estes, Director of Outreach Programs, was present in place of Ms. McNally and he explained program. They are a socially-conscious, environmentally focused, results-driven organization dedicated to helping their customer slower their energy bills, increase the comfort of their homes, and reduce their carbon footprint. MOU is not financial-related; it is non-binding. MOU says Town endorses this program. It allows them access to assessors database; there is no money provided to them.

Mr. Kimball said he will vote “present” as town counsel said it may be a conflict since he has used Next Step energy services in past. Mr. Kimball said it is a great program and encourages the public to take advantage of it.

Mr. Giblin said the program appears to be a good program, and inquired about termination being 60 (sixty) days written notice. Mr. Estes said it was standard language used when going through this process about four years ago.

Mr. Giblin spoke of some other concerns he had: agreement speaks of use of the town communication channels (water bills/etc.). If there are other companies that come in to compete against Next Step and then more postage/more work to add brochures.

Mr. Estes said flyers state to look at other agencies. There should be no other companies that will compete.

Mr. Giblin said this would need to be promoted at Town Meeting, and he was thinking it could be a liability issue, but he was not certain.

Mr. Yunits said it would be residents’ homes/residences to be covered under their own.

Discussion on partnerships; some are unique and different. Mr. Giblin said if they were to put in Town of Norton, language should reflect “based upon resource limitations”.

Mr. Bramwell spoke of his concern advertising in property tax bills. Concerns with postage with extra paper weight in mailing.

Mr. Estes said they do understand the constraints a community may have and if it is a major stopping point, it can be addressed. Mr. Yunits said a service sends out tax bills for Town, and it may be difficult to send/add to tax bill.

Mr. Estes said a single piece can be sent out by itself, and they can take on that cost as well.

Mr. Kimball said Norton needs to take advantage of this opportunity.

It was noted the websites regarding information are: MassSave.com and Nextstepliving.com

**MOTION was made by Mr. Bramwell to approve the Memorandum of Understanding, with deletion in the agreement regarding communication channels, and adding the language “based upon limitations” as discussed above. Second by Mr. Salvo. Vote: Mr. Kimball voted “present” and all other Board members voted In Favor Of Motion (4:1). MOTION CARRIES.**

Mr. Estes said the Board of Selectmen will be provided a revised draft shortly once changes have been made.

2. 7:20 P.M. - Joseph Fitzpatrick, [ENFINITY SPV] - Discussion Re: Solar Pilot Agreement between the Town of Norton and [ENFINITY SPV]

Distributed was document entitled: “Norton Solar Project – DG Clean Power, LLC March 2013” handout.

This is a 16 acre site at 83 East Hodges Street. Five different solar projects developed and finished in various communities (including, but not limited to, Uxbridge and Douglas, MA). Mr. Fitzpatrick provided overview of solar project, “Net Metering Plan”, and “Next Steps”. Combined value is \$5M over 20 years. He also feels these agreements will bring in more money than it projects; he is being conservative. This will not intercept any other relationships with competitor power. He is interested in negotiating two agreements with Norton. Mr. Fitzpatrick stated he would feel comfortable with 2 megawatts.

“Agreement for Payment In Lieu of Taxes for Real and Personal Property between Town of Norton, MA and [ENFINITY SPV] dated as of ....., 2013” were distributed to Board’s packets.

Mr. Fitzpatrick asked for this to move as quickly as possible.

Mr. Yunits said the Board has a copy of the Pilot and feels Town should move forward on it as they did with the Valentine property. Town’s attorney is reviewing a document and has three names of consultants they can use. June 30<sup>th</sup> is timeframe to have this done by. Discussion ensued.

Mr. Fitzpatrick said he will keep Mr. Yunits, Town Manager, apprised.

Mr. Joe Coakley of 81 East Hodges Street, from audience, said his initial question is what kind of zoning and impact will this have to his property values? He had concerns about high power lines being close to his house. He did not expect all answers this evening.

Mr. Fitzpatrick responded: there is no connection to the high power electric system; a low impact from a distribution connection point of view. The size of the panels on the tilt was explained to this abutter/neighbor. Given the trees on site, there probably would not be a glare issue.

Mr. Giblin said if more info is needed on the glare, etc., Mr. Fitzpatrick said there will be a briefing to public, too. Mr. Fitzpatrick said there will be no residual water flow off this property, and had an as-built design drawing.

Mr. Kimball suggested to possibly invite them to some of the other facilities.

Mr. Fitzpatrick responded he had no problem taking people out to site; taking a tour of site.

History of site was discussed. Mr. Fred Bottomley, owner, said it was a construction site from the early 1990's. Panels will be facing south so zero glare to any resident. Mr. Fitzpatrick stated he also spoke to Mr. Coakley about this site six or seven times.

Mr. Giblin said he is looking to put an article on warrant for the Pilot.

**MOTION was made by Mr. Kimball to have Board of Selectmen place an Article on Sarrant to authorize the Board of Selectmen to negotiate this. Second by Mr. Salvo.**

**Discussion: Mr. Kimball said the Town can offer a facility to have an info meeting on this for this company.**

**Vote: All member voted In Favor of Motion, except for Mrs. Steele, who voted "no" (4:1 vote).  
MOTION CARRIES.**

**3. 7:30 P.M. – Attorney Peter T. Clark – Discussion Re: Access Easement**

Attorney Clark stated he was an attorney from Mansfield, and he represented the Henderson's. Normally he would not disclose a client's medical condition but it is relevant. Mr. Henderson, who is in his fifties, received a diagnosis of frontotemporal lobar degeneration and over next two years will result to him being confined in a wheelchair; he will lose ability to think, speak, feel and express emotion. It is worse than Alzheimer's Disease and will likely lead to his passing in five to seven years. His wife will be his caregiver and is a nurse/midwife in a Boston hospital. They have resided at this address since 1985 and lot abuts a parcel that the Town took by tax-taking in 1970's, and originally owned by the Norton Grove Association. They are looking to add onto the house and add a first floor bedroom and a handicap accessible bathroom; and a garage and wheelchair ramp into the house. They will need to go to Conservation Commission and ZBA for a finding because of the undersized lots. They wanted to find out if Town will let them obtain the access. Attorney Clark noted easement barrier on plan; it is 1600 square feet approximately. The driveway will be crushed stone, so if drainage line needs to be maintained/cleaned it will be easier to fix.

Mr. Kimball said he was sorry to hear about Mr. Henderson's medical issue. It will be cleaner in the long-run to own it vs. lease it in case they want to sell it in future. Attorney said if that is route the

Board of Selectmen would like to pursue, he was sure the Henderson's would entertain this. Existing drainage line does not comply with current rules.

Mr. Kimball said either way he will support the request; whether it is sold or leased.

Attorney said warrant reads "easement"; but could change language to "either/or" (sale or lease).

Mr. Giblin said they need to first find out from town counsel if they can, indeed, sell it.

Warrant is now closed Mr. Yunits said and it currently states a "lease".

Mr. Kimball said a Motion could be made on Town Meeting floor.

Mr. Giblin said the entire Board of Selectmen feels terrible about this health situation of Mr. Henderson. He agreed it would be cleaner to sell vs. lease.

Mrs. Steele said the message back to the Henderson's is "let's get done what needs to get done so they are not stressing over this".

Attorney said he will convey this information to the Henderson's.

Mr. Giblin said they will communicate with Town's attorneys and decide on whether they could change warrant as needed.

Mr. Bramwell said if selling it to Henderson's, the Henderson's could then give easement to Town.

Mr. Kimball said gravel driveway may be harder to push a wheelchair through it and possibly a paved driveway would be better.

Attorney said he was trying to be least intrusive on requests to Town, but agreed with Mr. Kimball.

#### 4. Review DRAFT of Spring Annual Town Meeting Warrant

Mr. Yunits stated a copy of the draft Warrant was in the Board's packets. Mr. Yunits said it was put on agenda for next week's meeting for votes on those articles. If there are any questions, please ask him; some of articles are standard articles.

#### B. OLD BUSINESS

#### C. TOWN MANAGER'S REPORT

##### Update – Campanelli Agreement

Mr. Yunits said Town has received checks from Campanelli as part of agreement. Town Counsel to approve and sign the agreement that will dissolve the old agreement and create a new agreement.

Mr. Kimball said he was somewhat critical of Campanelli in past, but they were able to negotiate and it worked out. Now a new agreement is coming out of this and both sides did not understand the old agreement fully. Now they all understand where they are at today.

**MOTION was made by Mr. Bramwell to approve and sign the notice of termination and replacement of the agreement with Campanelli Freetown LLC. Second by Mrs. Steele. Vote: Unanimous. MOTION CARRIES.**

Update – High School Building Project

Mr. Yunits said after the last February vacation, students have moved into the new portion of project. There is a new café and science labs in operation. Remodeling is taking place in old section of building currently. There have not many complaints from teachers/students so hopefully everything is moving smoothly. Project will be done a year from this February. MSBA will review everything that was done on project. Last week there was a meeting with town accountant and treasurer and some other parties. Town Treasurer, Jacqueline Boudreau, and concern she was raising was it was a \$34M project and a certain amount covered by MSBA. Mr. Yunits referenced the list of some of the items that came up along the way. Some of these items are being contested by Pink and Company to see if they will be covered. \$875,000 approximately not covered thus far and added into cost of what Town is paying. In past MSBA has covered 0% of requests Town has sent in. They won't cover changes requested by third parties (such as fire dept.). However, this is still under review. Certain transformer requests by National Grid was not agreed to be covered by MSBA. Discussion ensued.

Mr. Kimball said they are trying to keep costs as low as possible for taxpayers, and they may have to give something up. He questioned if they need to go to town meeting for approval for extra cost(s)? It is difficult to do "after" the fact (after it is spent).

Mr. Bramwell, also a member of the High School Building Committee, said for a long time they have been doing modifications/plans and value engineering being done monthly to try to do the same thing for less money, and doing it probably "before" they went to town meeting for the funding.

Mr. Giblin agreed of the need to pay close attention to these costs.

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JCS roof project bid price was \$180,000 and under construction budget. They are reviewing bid from a roofing company out of Connecticut. All bidders are being reviewed by architects currently.

**VI. SELECTMEN'S REPORT AND MAIL**

Mr. Kimball referenced letter re: 40B assistance-changing home rule petition and letters sent out to various towns. Hopefully they start to hear back from these towns.

It was noted there would be a meeting regarding crosswalks with Chief of Police, Wheaton Public Safety, and any other parties who should be involved. Mr. Yunits said the lights in center of Town will also be discussed.

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Mr. Giblin asked Mr. Yunits if there was any update on GATRA?

Mr. Yunits said he did not have an update from them, but will look into it.

**VII. NEXT MEETING'S AGENDA**

. Jacqueline Boudreau, Tax Collector/Treasurer, Re: Award of Bid for Lockbox Services

. Constable Reappointments

. Review Town Meeting Warrants

. Police Association Contracts

**VIII. EXECUTIVE SESSION**

**IX. ADJOURNMENT**

**MOTION was made by Mr. Bramwell to Adjourn at 8:30 p.m. Second by Mr. Kimball. Vote: Unanimous. MOTION CARRIES.**

Respectfully Submitted by:

Janet A. Sweeney  
Board of Selectmen – Recording Secretary

**BOARD OF SELECTMEN**

**MINUTES OF MEETING OF**

**MARCH 28, 2013**

**TIMOTHY R. GIBLIN, CHAIRMAN**

**ROBERT W. KIMBALL, Jr., VICE-CHAIR**

**ROBERT S. SALVO, SR., CLERK**

**MARY T. STEELE**

**BRADFORD K. BRAMWELL**

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



**Documents Distributed/Reviewed at March 28, 2013, Board of Selectmen Meeting**

. Draft Board of Selectmen Minutes of Meeting, dated December 6, 2012

. Town of Norton Warrant For The Annual Town Meeting, Monday, May 13, 2013 (Draft)

. Next Step Living Memorandum of Understanding with the Town of Norton

. Norton High School Building Project-document detailing "Owner's Construction Contingency/Change Orders"; "Owner's Soft Cost Contingency"; "ineligible costs" and "scope items excluded".

"Norton Solar Project – DG Clean Power, LLC March 2013"

"Agreement for Payment In Lieu of Taxes for Real and Personal Property between Town of Norton, MA and [ENFINITY SPV] dated as of ....., 2013"