



Town of West Newbury
Select Board
Monday, August 8, 2022 @ 5:30pm
 381 Main Street, Town Office Building
www.wnewbury.org

REC'D W. NEWBURY CLERK
 '22 AUG 4 PM 4:48

AGENDA

Executive Session: 5:30pm in 1910 Building, 381 Main Street: *Select Board office*

- ❖ MGL Ch. 30A §21(a) 3: To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares (*Police Union contract*);
- ❖ MGL Ch. 30A §21(a) 2: To conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel (*Town Accountant / Business Manager contract*);
- ❖ MGL Ch. 30A §21(a) 7: To comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements (*Elliot Fund*).

The Board may take a brief recess between the Executive Session and the Open Session beginning at 7 PM.

Open Session: 7:00pm by in-person attendance or remote participation (instructions below)

Announcements:

- This meeting is being broadcast on local cable TV and recorded for rebroadcast on the local cable channels and on the internet. Meeting also accessible by remote participation; instructions below.
- Purple Heart Community ceremony – Sunday, August 7 at 1pm, Bandstand (rain/heat location: Annex)
- 2022 Summer Bandstand Concert Schedule – Thursdays through Aug. 25th, at 6:30pm: list of performers online!
- Call for volunteers! Open positions on Boards/Commissions/Committees. See www.wnewbury.org/volunteer
- Reminder to subscribe for emailed Town agendas/news/announcements at www.wnewbury.org/subscribe

Regular Business

- A. Vote to accept contribution of \$5,000 from Friends of the Council on Aging to the Council on Aging Gift Account
- B. Requests for appointment of Matthew Dixon and Hayden Sanborn as Full-Time Patrol Officers – *Police Chief Dwyer*
- C. Requests for Board/Committee appointments
 - a. Applicants to serve on Eastern Essex District Veterans' Services Board (Stephen Doran; Tony Gesamondo; Todd Lyons; Daniel May; Candace Peltier; Ronald Ross; Tony Sutton; Ray Tiezzi)
 - b. Applications of Mary Lou Sayers & Johannah Winchester to serve on Housing Authority Board
 - c. Application of Ross Capolupo to serve on Finance Committee, Capital Improvements Committee, or Planning Board
 - d. Application of Jennifer Costain to serve on Mill Pond Committee
 - e. Camden Holland application to serve on Energy & Sustainability Committee
- D. Review/approval of proposed Conservation Restrictions for Coffin Street conservation land – *Vanessa Johnson-Hall, Essex County Greenbelt*
- E. Set date/time for Board site visit to review alternative off-street parking locations within Cortland Lane public right-of-way
- F. Review of draft letter to MassDOT requesting improvements to crosswalks on Main Street (Rte. 113)
- G. Consider designation of community liaison to Merrimack Valley Planning Council (MVPC) Transportation Program (for purposes of Safe Streets & Roads for All Users "SS4A" grant)
- H. Recap of recent working meeting re Page School feasibility/structural study and review of next steps
- I. Request for authorization for removal of invasive plant species from Cherry Hill property (on/around Aug. 17-18)
- J. Updates regarding Soldiers & Sailors Memorial Building
- K. Review/approval of proposal/engagement letter with Roselli, Clark & Associates for Audits (FY22-24)
- L. Updated list of FY23 Emergency Management appointments
- M. Meeting minutes: July 11, 2022; July 18, 2022

Town Manager Updates

- N. Update on status of The Collins Center employee wage & classification study
- O. Update regarding Mill Pond All Access Trail conceptual design process
- P. Update regarding CPA-funded Historical Property Survey, Phase 3
- Q. Review of ongoing work by/with Parks & Rec Commission to formalize O&M plan for ballfields
- R. Recap of recent meeting of Investment Policy Committee
- S. Follow up meeting assignment; placing items for future agendas

Addendum to Meeting Notice regarding Remote Participation

Public participation in this meeting of the West Newbury Select Board will be available via remote participation. For this meeting, members of the public who wish to listen to the meeting may do so in the following manner:

Zoom Meeting

Phone: (646) 558 8656
 Meeting ID: 854 0568 3613
 Passcode: 099699

Join at: <https://us06web.zoom.us/j/85405683613?pwd=WlZnMGpzeFFmWW9QNitzbkZKbmVidz09>

Every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post on the West Newbury website an audio or video recording of proceedings as soon as practicable after the meeting.

Posted Agenda on 8/4/2022 at the Town Offices and the Town's Official Website www.wnewbury.org



Please join us

for a ceremony to designate

West Newbury

as a

*Purple Heart
Community*



Sunday, August 7 at 1:00 pm

at the Town Bandstand*

381 Main Street, West Newbury

NATIONAL PURPLE HEART DAY

*backup location: Town Offices Annex



381 Main Street, West Newbury | 978-363-1100

West Newbury Summer Concert Series

Every Thursday June 23rd-Aug 25th 6:30pm to 8:00pm

June 23
Thomas Machine Works Band
Country/Rock

July 28
Gary Backstrom Band
Original Rock

June 30
Rust Never Sleeps
Neil Young Tribute

Aug 4
The Rum Runners String Band
Bluegrass/Americana

July 7
Liz Frame and the Kickers
Original Americana

Aug 11
Live Dead
Grateful Dead Tribute

July 14
Idlewild :
A Celebration of the
Allman Brothers Band

Aug 18
Ann Marie and Marquis
Guitar/Piano Duo

July 21
Way Up South
Original Rock

Aug 25
Merrimack Valley Concert Band
American Variety

Location: Town Bandstand

381 Main Street, W. Newbury, MA 01985 (behind the Annex Building)

Food and Beverages available for purchase – Rain Shows in Annex Building

ALL SHOWS ARE FREE!

For more information visit www.wnewbury.org



SAGE CENTER

social | activities | growth | education

Please join us for the SAGE Center's

Ice Cream Socials

Thursday evenings

West Newbury Town Bandstand

July 21 and August 25 from 6:30 - 8:00 pm

Here's the scoop

All are welcome to enjoy an ice cream at
the Bandstand Summer Concerts.

Sponsored by the SAGE Center.



West Newbury Council on Aging | SAGE Center
381 Main Street, West Newbury
978-363-1104 | coa@wnewbury.org

Friends of West Newbury
Council on Aging

A

Lisa Holmes, President
Paul Harnois, Vice President

Margaret Poore, Secretary
Ann O'Sullivan, Treasurer

RECEIVED

AUG 02 2022

SELECT BOARD
TOWN OF WEST NEWBURY

July 29, 2022

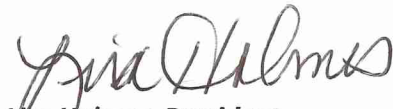
Select Board
Town of West Newbury
381 Main Street
West Newbury, MA 01985

Dear Honorable Select Board:

It is with great pleasure that we enclose a check in the amount of \$5,000 for the Council on Aging Gift Account. These funds have accumulated in our Friends account from such events as Town Wide Yard Sales, membership donations, and other small events designed to provide support to the Council for program services, medical needs of residents not covered by other means, and discretionary spending by the Director. Although the gift is unencumbered by any restrictions, we trust that the funds will be used to supplement the budget, rather than replace Town support.

We find that the best use of these funds would be by the Council, since they have firsthand knowledge of the needs of the senior community. The Friends will be transitioning over to provide direct support to the Council as needed.

Sincerely,




Lisa Holmes, President

Friends of West Newbury COA, Inc. 03/16
381 Main Street
West Newbury, MA 01985

DATE 7.29.22

PAY TO THE ORDER OF Council on Aging Gift Account \$ 5,000 —
Five thousand

DOLLARS

 **Haverhill Bank**
Just One Bank

FOR

MP

Main Street Emerald Stone



TOWN OF WEST NEWBURY

Police Department

B

Michael D. Dwyer
Police Chief

401 Main Street
West Newbury, MA 01985
978-363-1213
978-363-1114 (Fax)
dwyer@westnewburysafety.org

To: Angus Jennings, Town Manger

CC: Select Board

Date: August 3, 2022

RE: Full time police officer appointment – Matthew Dixon

I am requesting the boards consideration to appoint Matthew Dixon as a full-time police officer. Matthew currently works as a reserve officer and lives in Newburyport. He graduated from Pentucket Regional High School in 2015 and has his bachelor's degree in criminology with a minor in sociology from Merrimack College.

Sincerely,



Michael Dwyer



TOWN OF WEST NEWBURY

Police Department

Michael D. Dwyer
Police Chief

401 Main Street
West Newbury, MA 01985
978-363-1213
978-363-1114 (Fax)
dwyer@westnewburysafety.org

To: Angus Jennings, Town Manger

CC: Select Board

Date: August 3, 2022

RE: Full time police officer appointment – Hayden Sanborn

I am requesting the boards consideration to appoint Hayden Sanborn as a full-time police officer. Hayden attended the MBTA Transit Academy in Quincy and graduated as part of the 45th M.P.O.C. on November 20, 2020. He graduated from Pentucket Regional High School in 2013 and served in the United States Marine Corps. During his active duty service Hayden received the Marine Corps Good Conduct Medal, the National Defense Service Medal, the Inherent Resolve Campaign Medal, the Global War on Terrorism Service Expeditionary Medal, the Global War on Terrorism Service Medal to name a few of his accomplishments.

Sincerely,

Michael Dwyer

Cable Advisory Committee - 1 open position (1yr) 6/30/23

Capital Improvements Committee - 2 open positions (2yr) 6/30/24 & (3yr) 6/30/25

Climate Change Resiliency Committee - 3 open positions (1yr) 6/30/2023

Council on Aging - 1 open position (1yr) 6/30/23 or (3yr) 6/30/25

Cultural Council - 5 open positions (3yr) 6/30/2025

Energy & Sustainability Committee - 3 open position (1yr) 6/30/2023

Finance Committee - 1 open position (3yr) 6/30/2025

Historic District Commission - 1 open position; 2 alt member positions. (2yr) 6/30/2023

Housing Authority - 1 resident only member open position (5yr) 6/30/2027

Mill Pond Committee - 4 associate member positions (1yr) 6/30/2023

Planning Board - 1 associate member position (1yr) 6/30/2023

River Access Committee - 1 open position (1yr) 6/30/2023

Tree Committee - 1 open position (1yr) 6/30/2023

Veterans Affairs, Eastern District - 1 West Newbury Representative position (1yr) 6/30/2023

Zoning Board of Appeals - 2 associate member positions. (1yr) 6/30/2023



C.a.

Town of West Newbury Select Board

381 Main Street, West Newbury, MA 01985 | 978-363-1100, Ext. 115
selectboard@wnewbury.org

July 2022

Greetings Veterans,

We have an exciting opportunity for a West Newbury Veteran!

West Newbury is a member of the Eastern Essex District Department of Veteran Services, which consists of six towns. There is an open position on the Board of Directors for a West Newbury. The Board of Directors consists of one person from each town, either a Select Person or Designee. The Town of West Newbury Select Board has decided that having a Veteran on the Board would be beneficial to all the Veterans within the town.

The responsibility of the Board Member would be to attend the quarterly meetings, with at least 1 additional meeting regarding the budget. The Board Member will be the liaison between the Veterans, the District Director (Veteran Service Officer), and the Eastern Essex District Department of Veteran Services District Board of Directors.

If you think you might be interested in volunteering for this opportunity, please contact the Select Board at selectboard@wnewbury.org or call 978-363-1100 x110 for more information.

Very Respectfully,

David Archibald
Chair

Updated: **8/4/2022**

Tony Sutton
[REDACTED]

Application received 8/2/2022

Candace Peltier,
[REDACTED]

Application received 7/26- will appear remotely 8/8

Ronald Ross,
[REDACTED]

Application received 7/27 - Will appear in person 8/8

Ray Tiezzi,
[REDACTED]

Application received 7/29- Will not attend 8/8

Stephen Doran,
[REDACTED]

sent application 7/25

Application received 8/3- Will appear in person 8/8

Tony Gesamondo,
[REDACTED]

sent application 7/26

Daniel May,
[REDACTED]

Application received 8/2- Will appear remotely 8/8

Todd Lyons,
[REDACTED]

Application received 8/4

Jack McKallagat,

Spoke with Annie and asked to be withdrawn from consideration



Town of West Newbury Application for Appointment

For additional information please call 978-363-1100, ext. 115.

The Town appreciates your interest in serving. Please complete this form and return it to : Board of Selectmen, 381 Main Street, West Newbury, MA 01985 or email to: selectboard@wnewbury.org

Name: _____

Address: _____

e-mail: _____

Mobile phone: _____ Home phone: _____

Board(s) or committee(s) you are interested in volunteering on:

Current or past committees served on: _____

Relevant skills, expertise and education: _____

All board or committee vacancies will be filled by citizens deemed most qualified to serve in a particular capacity. I also understand that in the event that I am appointed to a position, my activities will be governed by the Massachusetts Conflict of Interest Law, Open Meeting Law, Public Records Law, the Bylaws of The Town of West Newbury and all other applicable federal, state and local laws or regulations.

Signature: _____ Date: _____

Board/Committee _____

Appointing Authority _____

Date of Appointment _____ Sworn in _____

Stephen Doran, PMP™

Summary

Stephen is a degreed electrical engineer and a certified Project Management Professional (PMP™) with over 12 years' experience of in a wide breadth of Deepwater offshore electrical systems project planning and execution, operations and HSE management. This includes contract management, employer requirements, development, design, procurement, manufacturing, Transportation & Installation (T&I), Inspection and Testing Plans (ITP), commissioning and operations (O&M) of capital systems and bespoke products. It also includes ensuring technical and quality compliance and management of business requirements, audits, resources, supply chain, engineering, QA/QC, change management, interfaces, and stakeholder management with regulatory and Certification Verification Authorities (CVA).

As a Military Veteran with extensive offshore management experience, Stephen has practical experience working collaboratively leading multi-national teams in complex and dynamic environments ranging from Norway to West Africa and Azerbaijan. He focuses on clear communication, capturing lessons learned, and always puts an emphasis on HSE, QA/QC and risk management. His good-natured approach and proven experience are invaluable in supporting or leading teams to achieve their objectives for both onshore and offshore operations.

Stephen is a resident of Massachusetts and currently in the process of acquiring his Engineering-In-Training (EIT) early summer which will lead him to sitting down for his professional engineering license in the state of Massachusetts. Internally, Stephen is leading an OCA project on acquiring the ISO-9001 certification to further solidify OCA's emphasis on Quality Management Systems.

Experience

March 2021 – Senior Consultant for Confidential OWF, USA

Analysis and investigation into utilization of offshore reactive compensation system for long-transmission HVAC export cables;

- Review of current industry implementation and RCS integration into developer O&M and EPCI strategies; and
- OEM analysis and market trends for different technological implementation including mid-cable tie-ins and implementation of model based PID control systems.

October 2020 – Senior Consultant (Electrical and Subsea Systems) and Export Cable Project Manager, OCA, Boston, USA

Project Manager and Senior Client Representative overseeing the production of 245Kv rated Export Cables for the Seagreen Offshore Wind Farm Project in the North Sea. Producing value via project management and leading team of engineers for monitoring of OEM planning, manufacturing, QA/QC, testing, and Cable Laying Vessel (CLV) loadout for the first two subsea high voltage (HV) export cable fabrication and loadout in the United States.

Managed full production and facility audit addressing risks and opportunities for QA/QC, work force reviews, equipment installation and testing plans, and assessment of ongoing facility civil work projects; Perform onsite representation tasks including witness of sample and routine testing regimes per the Inspection and Test Plan (ITP), certifying bodies including IEC and Cigre 490; review of quality incident reports (QIR); review of Control Plans for Manufacturing (CPM), schedules and

production processes ranging from the start of wire drawing to armouring, FAT, and cable loadout . Lead daily and Ad Hoc updates to the client's project teams highlighting risk and opportunities for quality, costs, and critical path.

Performed inspection and assessments of a civil work project that is required for the completion of high voltage subsea export cables. The project entails the installation and commissioning of lay-up equipment, 10,000T turn tables, impulse stacks, secondary extrusion tower, and quayside expansion. Performed an audit on the critical path and feasibility of milestone dates for completion of the quayside expansion including marine construction sub-contractor review, International Ship and Port Security (ISPS) program, and CLV handling operations.

January 2020 – October 2020. Assistant Project Manager and Offshore Lead, Weatherford International, Houston, TX, USA.

Took on the role as lead work package manager and assistant project manager for a high profile \$25,000,000 engineering, transportation, installation, and integration project for two deep-water 7th generation drill ships for a major international oil and gas company. The equipment consisted of modulated electro-hydraulic systems that required engineered transportation solutions, coordinated installation of electrical and mechanical interfaces, and validation from DNV per ABS requirements.

Managed OEM's, supplier proposals and employer requirements for electrical design, engineering, surveys, construction, load-out, transportation and installation, and commissioning of heavy capital equipment and sub-systems. Assisted the contract manager with technical risks for the creations of terms and conditions before issuing PO's for acquisitions of goods and services from suppliers and OEM's; Lead weekly organizational meetings with leadership and stakeholders on the status of the project including timelines, KPI's, risks and opportunities, logistics, deliverables, supplier management, implementing integration management and change control processes, critical path analysis, and approval for expenditure (AFE) updates.

Spearheaded the successful efforts for a rapid approval certification strategy by DNV, including integration across on all mandated subsea (DNVGL-ST-F301), heavy lifting (DNV-ST-0378), and drilling systems equipment (DNVGL-OS-E101). Reviewed robust equipment data books; submitted procedures, equipment documentation and engineering analysis for Design Verification Reviews (DVR), and product certificates (PC's).

April 2018 – January 2020. Offshore Commissioning Lead (Consultant), Schlumberger, Equatorial Guinea

Responsible for managing a team of engineers and technicians for the construction, transportation and installation, commissioning and the successful handoff for operations and maintenance (O&M) of subsea and topside systems for deep-water drilling vessel in the Gulf of Guinea, West Africa. The system utilized a DNV certified a SCADA controlled electro-hydraulic system for efficient and safe drilling applications in Deepwater exploratory campaigns.

Actively maintaining client relations while on-site; managed and presented operational HSE overviews and HAZID/HAZOP for the client's product line. Managed onshore and offshore engineers for the successful delivery of on-site engineering deliverables including transportation and installation to system verifications and on-site system testing. Created and presented on-site training to offshore personnel on the operations and maintenance of the integrated product line. Collaborated with the client and vendors and developed spares and preventative maintenance (PM) strategy that fits the rig maintenance cycle and budget.

Coordinated with resources in three different continents for supply chain, logistics and task orders for both onshore and offshore activities. Performed schedule management and actively monitored all tasks on critical path to meet schedule deadlines and milestones. Supervised Management of Change and integrated change control processes. Performed offshore system integration testing (SIT) and subsea/topside commissioning, ensuring the system meets contractual requirements; punch-list items are resolved; and lessons learned are captured before transfer to the client.

May 2017– April 2018. Offshore Operations Manager, Enhanced Drilling AS, Bergen, Norway.

Managed deep-water offshore and onshore operations in Newfoundland, Canada and Azerbaijan. Actively managed client relationships, stakeholder management and supply chain management; Coordinated vessel operators and client logistics for the transportation and installation of modular assets for operations; Collaborated with the contracts and cost control department to develop budgets and contracts and issue out PO's and Master Service Agreements (MSA) to vendors for onshore/offshore equipment maintenance and services contracts. Controlled and submitted quarterly regional budgets and forecasts to the leadership team, regional internal and external key performance indicators (KPI), cost/benefit analysis for project charters, and new corporate initiatives in the region.

Strictly enforced all parties HSE mandates while offshore and onshore, enforced all vessel operating procedures, and equipment OEM procedures. Collaborated with contracts department ensuring that all contractual processes and guidelines for O&M and HSE are in place for contract renewals. Continuously added value to the HSE program by mandating feedback on key tasks via capturing lessons learned and after-action reviews.

Managed the region's operations personnel and assets by creating and maintaining offshore crew schedules, ensured personnel are up to date on regulatory and internal training, certificates, and licenses.

May 2016 – May 2017. Offshore Project Engineering and Work Package Manager, Enhanced Drilling AS, Bergen, Norway.

Assigned to Bergen, Norway to manage and oversee the successful construction and delivery of newly developed subsea and MODU integrated high voltage delivery system that is monitored and control via Supervisory Control Data Acquisition (SCADA) operational philosophy for several high capex offshore CAT-D semi-submersible MODU in the North Sea.

Performed contract analysis and review. Collaborated with the contracts department to provide the project manager and stakeholders a comprehensive summary that identifies work package deliverables; Developed and presented work break-down structure (WBS), cost-time-resources (CTR), trended vs actual capex budgets, work package budgets, and management reserves. Created and submitted technical and operational models for simulation training (Kongsberg). Updated Maintained weekly scheduling (MS Project) and tracked status against critical path timeline. Updated and tracked project and operational man hours and submitted to respective cost centres. Ensured that all equipment and sub-components were built to contractual and regulatory requirements including ABS, API, USCG, DNV, NORSOK, ASME and IEC.

Vendor and supply chain management; Actively involved in the successful construction of systems, components and subcomponents and extensive oversight of Factory Acceptance Tests (FAT) and onshore systems integration tests (SIT) before loadout and transportation to the offshore locations. Ensured that all sea-fastening, lifting plans and lifting equipment are in place and compliant with regulatory and project requirements.

March 2014 – May 2016. Offshore Operations Supervisor, Enhanced Drilling AS, Bergen, Norway.

Supervised an 8-man team and ensured the successful transportation and installation (T&I) electrical integration and testing, deployment, operations and maintenance, and retrieval of the subsea system, ensuring that the team complies with all internal and external governing requirements, while HSE and operational performance and credibility is maintained at the highest standard. With narrow time windows, lead the efforts on executing equipment PM program before deployments.

Installed, operated, maintained SIMATIC (Siemens) programmable logic controllers (PLC) and SCADA control systems and data acquisition; multi-mode and single-mode based fiber optic systems; Subsea Electronic Modules, (SEMS) subsea interface cabling (umbilical's) for communication and power transfer; high voltage (HV) to low voltage (LV) systems, switchboards and variable frequency drives (ABB and Rolls Royce); subsea 450kw high voltage AC induction motors and medium voltage generators (Caterpillar); air condition units (Stultz) and glycol based liquid cooling systems; dielectric and hydraulic fluids application and sampling; subsea umbilical and communications.

October 2012 – March 2014. Offshore Engineer (Electrical and Data Acquisition), Enhanced Drilling AS, Bergen, Norway.

Supervised and monitored all aspects of companies' offshore electrical and subsea systems including equipment engineering for transportation and installation (T&I), start-up, rig system integration testing (SIT), commissioning and transition into O&M.

Updated and maintained computerized maintenance management systems (CMMS) and preventative maintenance (PM) procedures. Implemented and controlled offshore equipment change management processes, procedural and operational documentation. Updated documents to "As-built" revisions for topside and subsea equipment after system construction and installation. Continuously captured lessons learned and best practices for maintenance and operational procedural progression.

October 2011 – October 2012. Offshore- Field Engineer, Schlumberger - Houston, TX, USA.

Carried out constant monitoring of equipment & instrumentation at the well site, maintained and calibrated Proportional, Integrated, Derivative type control systems and Allen Bradley based PLC for system HMI operations and tuning during offshore drilling operations. Conducted cost control by making sure inventory was at one hundred percent during pre-job planning, supervised testing of all necessary equipment, and documented all results.

May 2009 – October 2011. Electrical Engineer, NAVSEA - Kittery, ME, USA.

Performed installation, inspection, and maintenance on electrical and communication system on Los Angeles and Virginia class submarines for the United States Navy. Systems included refrigeration units, electrical and communication systems, medium voltage 500kw AC/DC motor generators, and shipboard navigation system.

Lead the efforts in testing, repairing and commissioning shipboard AC/DC motor generators and power distribution systems. Inspected and provided analysis on electrical motors and sub-components performance such as the armature, windings, brushes (DC), rotor, and stator.

2002-2008. United States Marine Corps - Infantryman — Honorable Discharge

Further Info

- Languages: English
- Qualifications:
 - University of New Hampshire, Bachelor of Science, Electrical Engineering
 - PMI, Certified PMP™
 - Offshore Certifications – HAZWOPER 40, BOSIET/HUET, TWIC
 - Commercial Diver - ADC Surface Supplied Air Diver I.D. 2029
 - IEEE
 - AWEA
 - SPE



Town of West Newbury Application for Appointment

For additional information please call 978-363-1100, ext. 115.

The Town appreciates your interest in serving. Please complete this form and return it to : Board of Selectmen, 381 Main Street, West Newbury, MA 01985 or email to: selectboard@wnewbury.org

Name: Anthony GESAMONDO

Address: [REDACTED]

e-mail: [REDACTED]

Mobile phone: [REDACTED] Home phone: [REDACTED]

Board(s) or committee(s) you are interested in volunteering on:

Veterans Board of Directors

Current or past committees served on: Revere Conservation Commission; United Cerebral Palsy North Shore; North Suffolk Mental Health

Relevant skills, expertise and education: BA English, UMass Boston; Management Classes Newbury College; 48 year management career; Training in meeting facilitation & Group dynamics; 1 Lt. Mass Army National Guard

All board or committee vacancies will be filled by citizens deemed most qualified to serve in a particular capacity. I also understand that in the event that I am appointed to a position, my activities will be governed by the Massachusetts Conflict of Interest Law, Open Meeting Law, Public Records Law, the Bylaws of The Town of West Newbury and all other applicable federal, state and local laws or regulations.

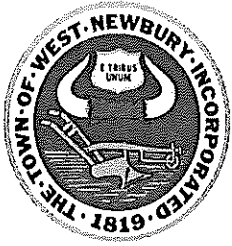
Signature: [Signature] Date: 8/3/22

Board/Committee _____

Appointing Authority _____

Date of Appointment _____

Sworn in _____



Town of West Newbury Application for Appointment

For additional information please call 978-363-1100, ext. 115.

The Town appreciates your interest in serving. Please complete this form and return it to : Board of Selectmen, 381 Main Street, West Newbury, MA 01985 or email to: selectboard@wnewbury.org

Name: Todd M. Lyons

Address: 2 Chestnut St, West Newbury, MA 01985

e-mail: [REDACTED]

Mobile phone: [REDACTED] Home phone: N/A

Board(s) or committee(s) you are interested in volunteering on:

Veteran Affairs

Current or past committees served on: None

Relevant skills, expertise and education: I served in the United States Air Force from 1993 -2001

I am a current disabled combat veteran with experience in veterans hiring and outreach.

I have served and volunteered on the recent Boston Medal of Honor conventions and the So
Boston Vietnam Memorial Committee I am also member of the VFW and American Legion.

All board or committee vacancies will be filled by citizens deemed most qualified to serve in a particular capacity. I also understand that in the event that I am appointed to a position, my activities will be governed by the Massachusetts Conflict of Interest Law, Open Meeting Law, Public Records Law, the Bylaws of The Town of West Newbury and all other applicable federal, state and local laws or regulations.

Signature: TODD M LYONS Digitally signed by TODD M LYONS
Date: 2022.07.29 09:07:46 -04'00'

Date: _____

Board/Committee _____

Appointing Authority _____

Date of Appointment _____ Sworn in _____



Town of West Newbury Application for Appointment

For additional information please call 978-363-1100, ext. 115.

The Town appreciates your interest in serving. Please complete this form and return it to : Board of Selectmen, 381 Main Street, West Newbury, MA 01985 or email to: selectboard@wnewbury.org

Name: Candace Peltier

Address: 40 Baileys Lane West Newbury MA 01985

e-mail: [REDACTED]

Mobile phone: [REDACTED] Home phone: n/a

Board(s) or committee(s) you are interested in volunteering on:

Board of Directors for the Eastern Essex District Department of Veteran Services

Current or past committees served on: n/a

Relevant skills, expertise and education: Served 8 years in the Army Nation Guard. Currently a firefighter paramedic

in Merrimac. I have lived in West Newbury virtually my whole life. A couple of years were
spent living else where but the town alway called me back home. I am well versed in the
needs of our veterans due to my time in the service as well as my experience as a medic.

All board or committee vacancies will be filled by citizens deemed most qualified to serve in a particular capacity. I also understand that in the event that I am appointed to a position, my activities will be governed by the Massachusetts Conflict of Interest Law, Open Meeting Law, Public Records Law, the Bylaws of The Town of West Newbury and all other applicable federal, state and local laws or regulations.

Signature: Candace P Peltier

Date: 7/26/2022

Board/Committee _____

Appointing Authority _____

Date of Appointment _____

Sworn in _____



Town of West Newbury Application for Appointment

For additional information please call 978-363-1100, ext. 115.

The Town appreciates your interest in serving. Please complete this form and return it to : Board of Selectmen, 381 Main Street, West Newbury, MA 01985 or email to: selectboard@wnewbury.org

Name: Ronald J Ross, Col US Army, Retired

Address: 13 Sullivans Court West Newbury MA 01985

e-mail: [REDACTED]

Mobile phone: [REDACTED] Home phone: [REDACTED]

Board(s) or committee(s) you are interested in volunteering on:

West Newbury Representative Eastern District Veteran Affairs (VA)

Current or past committees served on: Current-Board of Directors Army Transportation Museum

Foundation; areas of emphasis finance, budget, grants, action plans/projects, events, voting.

Relevant skills, expertise and education: US Army Officer 30yrs retired active duty service,

100% disabled veteran permanent service related, indepth knowledge of VA Health Care,

Compensation, Education, Employment, Benefits and Systems.

Education: MS Strategic & National Security, MS Aeronautical Science, BS Criminal Justice

All board or committee vacancies will be filled by citizens deemed most qualified to serve in a particular capacity. I also understand that in the event that I am appointed to a position, my activities will be governed by the Massachusetts Conflict of Interest Law, Open Meeting Law, Public Records Law, the Bylaws of The Town of West Newbury and all other applicable federal, state and local laws or regulations.

Signature:  Date: 26 July 2022

Board/Committee

Appointing Authority

Date of Appointment Sworn in

For additional information please call 978-363-1100, ext. 115.

Name: Tony Sutton

Address: 15 Kimball Road, West Newbury, MA 01985

e-mail: [REDACTED]

Mobile phone: _____ Home phone: _____

Board(s) or committee(s) you are interested in volunteering on:

West Newbury Director / Representative to Eastern Essex District Dept. of Veteran's Service:

Current or past committees served on: N/A (But due to time constraints raising three kids, all now in college)

Relevant skills, expertise and education: Former combat-decorated US Marine and W/Newbury resident for 25 years. Active in veteran's activities regionally. Volunteer Youth Sports Coach (Baseball & Football). Past Grand Marshall W/N Mem Day Parade
B.S., Monmouth University MBA, Sloan School of Mgmt (MIT)

All board or committee vacancies will be filled by citizens deemed most qualified to serve in a particular capacity. I also understand that in the event that I am appointed to a position, my activities will be governed by the Massachusetts Conflict of Interest Law, Open Meeting Law, Public Records Law, the Bylaws of The Town of West Newbury and all other applicable federal, state and local laws or regulations.

Signature: [Signature] Date: 1.29.22

Board/Committee

Appointing Authority _____

Date of Appointment _____ Sworn in _____



Town of West Newbury Application for Appointment

For additional information please call 978-363-1100, ext. 115.

The Town appreciates your interest in serving. Please complete this form and return it to : Board of Selectmen, 381 Main Street, West Newbury, MA 01985 or email to: selectboard@wnnewbury.org

Name: Raymond A. Tiezzi
Address: 2 Archelaus Hill Road
e-mail: [REDACTED]
Mobile phone: [REDACTED] Home phone: NA

Board(s) or committee(s) you are interested in volunteering on:
WN Veterans Board or Directors

Current or past committees served on: WN Public Safety Building Committee 2003-2005

Relevant skills, expertise and education: USAF Eighth AF Band Veteran 1966-70; Principal, Amesbury Middle School 1980-2001
Firehouse Center for the Arts, Board Member 2002-2016, President 2008-2010
Ithaca College BA 1963, UCONN MA 1975; UCONN CAGS 1981 Educational Administration

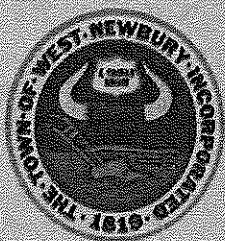
All board or committee vacancies will be filled by citizens deemed most qualified to serve in a particular capacity. I also understand that in the event that I am appointed to a position, my activities will be governed by the Massachusetts Conflict of Interest Law, Open Meeting Law, Public Records Law, the Bylaws of The Town of West Newbury and all other applicable federal, state and local laws or regulations.

Signature: Raymond A Tiezzi Date: July 27, 2022

Board/Committee _____

Appointing Authority _____

Date of Appointment _____ Sworn in _____



Town of West Newbury Application for Appointment

REC'D W. NEWBURY CLERK
'22 AUG 2 PM 3:13

For additional information please call 978-363-1100, ext. 115.

The Town appreciates your interest in serving. Please complete this form and return it to : Board of Selectmen, 381 Main Street, West Newbury, MA 01985 or email to: selectboard@wnewbury.org

Name: Daniel R. May

Address: 21 Rideway Circle, West Newbury, MA 01985

e-mail: [REDACTED]

Mobile phone: [REDACTED]

Home phone: [REDACTED]

Board(s) or committee(s) you are interested in volunteering on:

District Board for Veterans

Current or past committees served on: Newburyport Harbor Commissioner - 7 years;

Newburyport Custom House Chairman - 2 yrs; HOA Board of Trustees - 2 years

Relevant skills, expertise and education: 33+ years Military Active duty

Master's Degree in Engineering

Chairman, Joint Chief's Reserve Policy Board - 3 years

U.S. Coast Guard Academy Board of Trustees - 5 years

All board or committee vacancies will be filled by citizens deemed most qualified to serve in a particular capacity. I also understand that in the event that I am appointed to a position, my activities will be governed by the Massachusetts Conflict of Interest Law, Open Meeting Law, Public Records Law, the Bylaws of The Town of West Newbury and all other applicable federal, state and local laws or regulations.

Signature: 

Date: 8/2/2022

Board/Committee

Appointing Authority

Date of Appointment

Sworn in



Town of West Newbury Application for Appointment

REC'D IN NEWBURY CLERK
22 JUL 27 AM 10:29

For additional information please call 978-363-1100, ext. 115.

The Town appreciates your interest in serving. Please complete this form and return it to : Board of Selectmen, 381 Main Street, West Newbury, MA 01985 or email to: selectboard@wnewbury.org

Name: MARY LOU SAYERS

Address: 379 MAIN ST APT #4

e-mail: [REDACTED]

Mobile phone: [REDACTED] Home phone: [REDACTED]

Board(s) or committee(s) you are interested in volunteering on:

Housing Authority Resident Member

Current or past committees served on: _____

Relevant skills, expertise and education: _____

Lexington High School
Haverhill Trade Training School

All board or committee vacancies will be filled by citizens deemed most qualified to serve in a particular capacity. I also understand that in the event that I am appointed to a position, my activities will be governed by the Massachusetts Conflict of Interest Law, Open Meeting Law, Public Records Law, the Bylaws of The Town of West Newbury and all other applicable federal, state and local laws or regulations.

Signature: Mary Lou Sayers Date: 7/27/22

Board/Committee _____

Appointing Authority _____

Date of Appointment _____ Sworn in _____



Town of West Newbury Application for Appointment

For additional information please call 978-363-1100, ext. 115.

The Town appreciates your interest in serving. Please complete this form and return it to : Board of Selectmen, 381 Main Street, West Newbury, MA 01985 or email to: selectboard@wnewbury.org

Name: Johannah Winchester

Address: 379 Main St #3

e-mail: [REDACTED]

Mobile phone: [REDACTED]

Home phone: _____

Board(s) or committee(s) you are interested in volunteering on:

Housing Authority - Resident

Current or past committees served on: I have not served on this type of board

Relevant skills, expertise and education: Presently a tenant

Former Educator, Former Owner of several businesses

Will discuss skills, expertise if considered

All board or committee vacancies will be filled by citizens deemed most qualified to serve in a particular capacity. I also understand that in the event that I am appointed to a position, my activities will be governed by the Massachusetts Conflict of Interest Law, Open Meeting Law, Public Records Law, the Bylaws of The Town of West Newbury and all other applicable federal, state and local laws or regulations.

Signature: Johannah Winchester

Date: 7/27/2022

Board/Committee

Appointing Authority

Date of Appointment

Sworn in



Town of West Newbury

Application for Appointment

For additional information please call 978-363-1100, ext. 115.

The Town appreciates your interest in serving. Please complete this form and return it to : Board of Selectmen, 381 Main Street, West Newbury, MA 01985 or email to: selectboard@wnewbury.org

Name: Ross Capolupo

Address: 9 Kents Court, West Newbury, MA 01985

e-mail: [REDACTED]

Mobile phone: [REDACTED] Home phone: _____

Board(s) or committee(s) you are interested in volunteering on:

One of following: Finance Committee, Capital Improvements Committee, Planning Board

Current or past committees served on: None

Relevant skills, expertise and education: See attached.

All board or committee vacancies will be filled by citizens deemed most qualified to serve in a particular capacity. I also understand that in the event that I am appointed to a position, my activities will be governed by the Massachusetts Conflict of Interest Law, Open Meeting Law, Public Records Law, the Bylaws of The Town of West Newbury and all other applicable federal, state and local laws or regulations.

Signature: _____ Date: 7-29-2022

Board/Committee

Appointing Authority

Date of Appointment Sworn in

July 29, 2022

To Whom It May Concern:

My name is Ross Capolupo, and I am 35 years old. I was born and raised in Newbury, and have lived in West Newbury for the last 4 years: I intend to be here for life. My little sister also lives down the street, on Barberry Lane.

I graduated from Northeastern University in 2010 with a bachelor's degree in finance. I have never worked in that field, so although I am good with numbers, I am not a finance professional. After college, I worked for GE Aviation in Lynn, first in contracts management, and then a long stint in production control.

I left GE Aviation in 2014 to work for my father's bridge maintenance business, which is based out of Salisbury. We specialize in rapid deployment abrasive-blasting and painting of bridge overpasses, while also subletting and overseeing various scopes of bridge and highway repair work. I am now the GM of the business, which has 40-50 employees during our peak season. My responsibilities include estimating and bidding, production planning and control, cost management, hiring of all employees at all levels (from painters to PMs).

Notwithstanding the above, I am probably still a jack of all trades and master of none; I would not be able to "lead" any of these committees per se. But I consider myself pretty sharp, with a knack for cutting right to the heart of issues.

I am admittedly very busy with my career, and do not have an abundance of free time. However, I love the town I live in, and want to offer my skills in a capacity that is sustainable for me. I am interested in the following committees:

- Finance Committee – if I could contribute without being a finance professional, I would be interested.
- Capital Improvements Committee – seems most related to my career.
- Planning Board – I have an interest in development, and one of the mission statements strongly resonates with me: "Manage growth to best preserve the rural character of West Newbury."

I would like to explore which of these committees would be a good fit for both my experience, and for the time I am able to invest.

Sincerely,

Ross Capolupo

9 Kents Court, West Newbury



Town of West Newbury

Application for Appointment

For additional information please call 978-363-1100, ext. 115.

The Town appreciates your interest in serving. Please complete this form and return it to : Board of Selectmen, 381 Main Street, West Newbury, MA 01985 or email to: selectboard@wnewbury.org

Name: Jennifer Costain

Address: 611 Main Street

e-mail: [REDACTED]

Mobile phone: [REDACTED] Home phone: [REDACTED]

Board(s) or committee(s) you are interested in volunteering on:

Mill Pond Committee

Current or past committees served on: I have not served on town committees yet

Relevant skills, expertise and education: My property abutts the pond. I have many years as a hospital quality & patient safety executive - just retired. I have experience facilitating teams and leading improvement work. I live where I grew up and I suspect I would be the only committee member who has skated with the brothers from Angel Guardian!

All board or committee vacancies will be filled by citizens deemed most qualified to serve in a particular capacity. I also understand that in the event that I am appointed to a position, my activities will be governed by the Massachusetts Conflict of Interest Law, Open Meeting Law, Public Records Law, the Bylaws of The Town of West Newbury and all other applicable federal, state and local laws or regulations.

Signature: Jennifer Costain Date: 07/27/2022

Board/Committee

Appointing Authority

Date of Appointment Sworn in



Town of West Newbury

Application for Appointment

For additional information please call 978-363-1100, ext. 115.

The Town appreciates your interest in serving. Please complete this form and return it to : Board of Selectmen, 381 Main Street, West Newbury, MA 01985 or email to: selectboard@wnewbury.org

Name: Camden Holland

Address: 108 Bachelor Street, West Newbury MA 01985

e-mail: [REDACTED]

Mobile phone: [REDACTED] Home phone: _____

Board(s) or committee(s) you are interested in volunteering on:

Energy & Sustainability Committee

Current or past committees served on: NA

Relevant skills, expertise and education: _____

10+ years in renewable energy consulting and structured commodity transactions

All board or committee vacancies will be filled by citizens deemed most qualified to serve in a particular capacity. I also understand that in the event that I am appointed to a position, my activities will be governed by the Massachusetts Conflict of Interest Law, Open Meeting Law, Public Records Law, the Bylaws of The Town of West Newbury and all other applicable federal, state and local laws or regulations.

Signature: Camden Holland Digitally signed by Camden Holland
Date: 2022.08.01 12:55:09 -04'00' Date: 8/1/2022

Board/Committee

Appointing Authority

Date of Appointment Sworn in

EXPERIENCE

NextEra Energy

Boston, MA

12/2020 — Present

Director, Renewable Energy Consulting

Lead the development and execution of a NextEra's renewable energy advisory practice; advising Global 100 corporations, Universities and government sector clients through the development and execution of sustainability strategy implementation and energy cost reduction solutions to fulfill financial, energy and sustainability goals. Successfully managing and leading a team of consultants, wholesale commodity traders, and utility scale and distributed generation renewable energy developers to originate and close over 1 GW of renewable energy and structured commodity transactions across North America. Led the development of the renewable energy trading marketplace, Artemis Advisor, that automates the renewable energy sourcing for NextEra's clients in defining the risk-adjusted renewable solutions.

MP2 Energy, subsidiary of Shell Energy North America

Boston, MA

9/2019 — 12/2020

Director, Power & Renewables Origination - National Accounts

Lead originator with proven ability to execute differentiated energy solutions. Responsible for originating and managing strategic national account sales with Fortune 500, government, and large academic institutions. Lead the internal development and external execution of structured energy product sales including conventional power solutions, onsite and offsite renewable energy, integrated demand side solutions and broader Shell Energy wholesale and retail energy capabilities to fulfill clients unique energy risk management and sustainability goals. Internal lead working with Pricing, Trading, Credit, Risk Management, and Executive management team to vet and successfully approve deal structure for execution. Lead origination defined by ability to identify market gaps and convey unique power solutions to targeted C-Suite prospects, active participation at industry conferences and strategic advisement to internal broker sales team for development of existing accounts.

ALTENEX LLC, an EDISON ENERGY COMPANY

Boston, MA

9/2015 — 8/2019

Senior Account Manager

Successfully originated and managed over 1.5 GW of renewable energy transactions and \$10 million dollars of energy advisory transactions for Global 500, Fortune 500 and large academic institutions. Client lead responsible for new client origination, MSA negotiation, early stage client engagement leading energy and sustainability strategy and stakeholder development, renewable energy product structuring, financial analysis, and commercial negotiations thru to execution of energy transactions. Retail, wholesale, renewable energy, corporate finance and GAAP/IFRS accounting expertise lead to the development of Edison Energy's client engagement model focused on enabling clients to achieve sustainability goals while mitigating energy risk exposure within unique corporate financial metrics. Transaction experience includes North America & European power and renewables markets for global organizations. Internal leader providing advisement and support to other team members on development of market knowledge and execution of energy transactions with clients.

DNV GL

Burlington, MA

9/2014 — 8/2015

Consultant

Responsible for managing \$1.5 million budget for the Retail Energy Advisory Service. Including coordinating resources to execute syndicated research, originate new business consulting proposals and reporting quarterly budget updates to senior management. Lead and originate content development for Retail Energy Executive Forum for C-suite and VP level clients.

2/2014 — 9/2014

Energy Analyst

Responsible for developing and implementing analytical approaches for modelling quantitative market data in support of the retail energy markets practice. Conduct qualitative primary and secondary research to develop insights in the competitive energy market for clients across the energy value chain. Drafting project proposals and support contract origination efforts.

7/2012 — 1/2014

M.J. BRADLEY & ASSOCIATES

Concord, MA

Policy Analyst

Provide analytical support on federal, state, and regional regulatory and legislative proceedings in support of clients in the electric, natural gas, renewable energy, transportation, and not-for-profit sectors. Focus on analysis of national power markets, implementation of climate policy for IPP's, state and regional governments, and corporate environmental strategy. Case experience: i) Lead analysis for RGGI climate program and allowance allocation structure for energy trading firm ii) Implementation of the Clean Air Act and compliance strategies for large independent power producers and iii) Lead analysis of wholesale power market strategy for independent power producer

12/2011 — 7/2012

ALTENEX LLC

Boston, MA

Power Markets Analyst Intern

Assisted in the development of financial and asset performance models to evaluate client energy procurement strategies. Responsible for originating white paper reports on various energy related topics impacting Fortune 500 customers including: i) Overview of California climate change policy and cost/benefits for renewable energy developers ii) Impact of utility-scale renewable energy integration in the PJM, MISO and CAISO power markets and iii) Impact of the Federal Production Tax Credit on wind energy development and implications of non-renewal for

8/2007 – 12/2009

E.P.A. P3 RESEARCH FELLOWSHIP – MANUFACTURE OF PHOTOVOLTAIC SOLAR CELL

Canton, NY

Chemistry & Biology Research Fellow

Awarded EPA's P3 Research Grant (#SU833536) during my freshman year to engineer, design, build and manufacture a viable photovoltaic solar cell using plant chlorophyll extracted from spinach leaves with a team of senior research fellows. Our objective was to prove the efficacy and create a viable, current and voltage producing, solar cell using a mixture of chlorophyll a and b from spinach leaves sensitized with a Titanium Dioxide (TiO₂) solution. At the conclusion of our research, we confirmed our hypothesis that using a mixture of chlorophyll a and b in the TiO₂ sensitized cell enabled the cell to produce current and voltage using a wider range of visible and UV light sources. We presented our results and published research to the EPA in Washington DC my sophomore spring. The fellowship required over 20 hours of dedicated team and independent lab research per week.

EDUCATION

ST LAWRENCE UNIVERSITY

Canton, NY

Bachelor of Arts & Science in Philosophy & Biology

Community-Service Scholar, C.B.S. '10 Leadership Award, VP Outdoors Club, SLU Ducks Unlimited, Rugby Team

TUFTS UNIVERSITY - FLETCHER SCHOOL, Corporate Finance & Accounting

Medfield, MA

ST LAWRENCE UNIVERSITY, Study Abroad

Karen, Kenya

BROWN UNIVERSITY, Bioethics & Philosophy

Providence, RI

SKILLS/MOTIVATIONS

- Business Development & Account Management, Consultative & Technical Sales, Business Strategy, Contract Negotiation
Analytical & Financial Analysis, Certified Project Management
- Salesforce, Microsoft Office Suite: CRM, Dynamics, Power BI, Access, Excel, Word and Power Point. Tableau
- Massachusetts EMT-Basic, AHA Lifeguard/CPR, WMA-Wilderness First-Responder, Snow Science AAA LI/AIARE LII
- East Coast Champion Oyster Shucker, Avid Outdoorsman

References provided upon request.

Town Manager

From: Vanessa Johnson-Hall [REDACTED]
Sent: Thursday, August 4, 2022 2:02 PM
To: Town Manager
Cc: Conservation
Subject: Coffin St. CRs for Select Board and Cons Comm Signatures
Attachments: West Newbury 17099 CR 26 ok for local signatures 8.4.22.pdf; KP-#800181-v1-WestNewbury__MOA_with_Essex_Greenbelt_FINAL_8.2.22.pdf; West Newbury CR 25 17098 OK for Local Signatures 7 1 2022.pdf

Dear Angus and Michelle,

I'm pleased to report that EEA has approved both conservation restrictions related to the Coffin Street Conservation Project for signatures by all parties. Attached please find the following documents for presentation to the Select Board for their approval and signatures on August 8 (except for the Stewardship Agreement, which solely needs to be signed by the Conservation Commission):

- 1) Conservation Restriction from Save Our wetlands, LLC to Greenbelt and the Town
- 2) CR Stewardship Agreement between Greenbelt and the Town
- 3) Conservation Restriction from Greenbelt to the Town

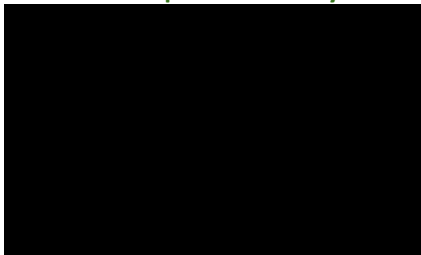
I would be pleased to attend Monday night's meeting; would you be able to let me know approximately when these items will be on the agenda?

Michelle, please let me know when these will be presented to the Conservation Commission for signatures and I or my colleague Maggie Brown will attend.

Please let me know when original signatures are ready for pick-up. I also still need a 2nd certified copy of the Town Meeting vote in order to record the CRs.

Thank you,
 Vanessa

Vanessa Johnson-Hall
 Director, Land Conservation Division
 Greenbelt | Essex County's Land Trust



GRANTOR: Essex County Greenbelt Association,
Inc

GRANTEE: Town of West Newbury

ADDRESS OF PREMISES: Off Coffin and Main
Streets, West Newbury

FOR GRANTOR'S TITLE SEE: Southern Essex
District Registry of Deeds at Book _____, Page
_____.

CONSERVATION RESTRICTION

ESSEX COUNTY GREENBELT ASSOCIATION, INC, a Massachusetts not-for-profit corporation having its principal office at 82 Eastern Ave., Essex, Massachusetts, being the sole owner of the Premises as defined herein, for its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants, with QUITCLAIM COVENANTS, to the TOWN OF WEST NEWBURY, a Massachusetts municipal corporation, acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, having its principal office at 381 Main Street, West Newbury, Massachusetts, its permitted successors and assigns ("Grantee"), for eighty-seven thousand five-hundred dollars (\$87,500.00), IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in West Newbury containing the entirety of a 32.49-acre parcel of land ("Premises"), which Premises is more particularly described in Exhibit A and shown in the attached reduced copy of a survey plan in Exhibit B, both of which are incorporated herein and attached hereto.

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction ("Purposes") are to ensure that the Premises will be maintained in perpetuity in its

natural, scenic, or open condition, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

The Conservation Restriction was acquired utilizing Community Preservation Act funds pursuant to Chapter 44B of the Massachusetts General Laws, which funds were authorized for such purposes by a vote of the West Newbury Annual Town Meeting on May 22, 2021. A copy of the Town Meeting Vote authorizing the use of such funds for such purpose is attached hereto as Exhibit C. Pursuant to Section 12(b) of Chapter 44B of the Massachusetts General Laws, and pursuant to the CPA Vote, the fee interest in the Premises, and therefore the management of the Premises, is under the care, custody, and control of the Conservation Commission of the Town of West Newbury.

The Conservation Values protected by this Conservation Restriction include the following:

- A. Open Space. The Premises contributes to the protection of the scenic and natural character of West Newbury. The protection of the Premises will enhance the open-space value of the region, and nearby protected lands, including the Riverbend Conservation Area owned and managed by the Grantee. The Premises abuts land already conserved, including conservation restrictions held by both the Grantor and the Grantee.
- B. Soils and Soil Health. The Premises includes Prime 1, 2, and 3 Forest Land, Forest Land of Statewide Importance, and of Local Importance, as identified by the USDA Natural Resources Conservation Service. The protection of the Premises will promote healthy soils and healthy soils practices as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws.
- C. Public Access. Public access to the Premises will be allowed for passive recreation, education and nature study. Trails on the Premises will connect to trails on adjacent conservation lands.
- D. Wetlands and Water Quality. Wetlands on the Premises provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Section 40 of Chapter 131 of the Massachusetts General Laws).
- E. Climate Change Resiliency. The Premises contains areas identified as Above Average Terrestrial Resilience according to The Nature Conservancy's (TNC) Resilient Land Mapping Tool. TNC's Resilient Land Mapping Tool was developed in order to map "climate-resilient" sites that are "more likely to sustain native plants, animals, and natural processes into the future." The protection of these climate resilient sites is an important step in both reducing human and ecosystem vulnerability to climate change and adapting to changing conditions.
- F. Massachusetts Scenic Landscape Inventory. The Premises is identified in the Massachusetts Department of Conservation and Recreation's Scenic Landscape Inventory,

identifying landscapes that should be protected to conserve and protect natural, cultural, and recreational resources across the Commonwealth.

- G.** Consistency with Clearly Delineated Federal, State, or Local Governmental Conservation Policy. Protection of the Premises will further Goals in the 2018 West Newbury Open Space & Recreation Plan to “preserve the rural character, charm and sense of community,” “protect and manage natural resources, including water resources and large, contiguous tracts of undeveloped land,” and to provide passive recreational activities.

II. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

The Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;
2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;
5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;
7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-road vehicles, motorboats or other motorized

watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;

8. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;
9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;
10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. Residential, Commercial or Industrial Uses. Using the Premises for residential, commercial or industrial purposes;
12. Inconsistent Uses. Using the Premises for purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

B. Permitted Acts and Uses

Notwithstanding the Prohibited Acts and Uses described in Paragraph II.A., the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XIII.). Grantor shall provide prior written notice to Grantee for any vegetation management activity that impacts greater than one-half (1/2) acre/year;
2. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
3. Composting. Stockpiling and composting stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises.

4. Natural Habitat and Ecosystem Improvement. With prior notice to the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
5. Outdoor Passive Recreational and Educational Activities. Hiking, horseback riding, cross-country skiing, snowshoeing, ice-skating, nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and educational activities.
6. Motorized Mobility Devices: The use of motorized wheelchairs and similar mobility assistance devices by persons with mobility impairments.
7. Trails. Maintaining and constructing trails as follows:
 - a. Existing Trails. Conducting routine maintenance of existing trails.
 - b. New Trails. With prior written approval of the Grantee, constructing new trails or relocating existing trails.
 - c. Trail Features. With prior written approval of the Grantee, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features; and
 - d. Other Trail Structures. With prior written approval from the Grantee, the installation of split-rail fencing, gates, and the like to manage public access to, from and on the Premises.
8. Viewing Platform. With prior written approval from the Grantee, the construction, use, and maintenance of a wildlife viewing platform.
9. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted and Prohibited Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises.
10. Indigenous Cultural Practices. Allowing indigenous peoples to:
 - a. Conduct cultural land ceremonial uses. Cultural practices are defined, for the purposes of this Conservation Restriction, as including traditional spiritual ceremonies, seasonal celebrations, offerings, and cultural, educational, and interpretive programming; and
 - b. Harvest plant-life using sustainable methods, including regrowth and replanting to ensure sustainable populations for traditional cultural practices and non-commercial purposes.

11. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee.
12. Other Activities. Other non-prohibited activities or uses of the Premises may be permitted with the prior approval of the Grantee provided that the Grantee has made a finding, such finding to be documented in writing and kept on file at the office of the Grantee, that such activities are consistent with the Reserved Rights, do not impair the conservation values and purposes of this Conservation Restriction, and, where feasible, result in a net gain in conservation value of the Premises.

C. Site Restoration

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover.

D. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Acts and Uses under Paragraph II.B. shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Reserved Right requiring a permit, license or other approval from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit, license, or other approval should be issued.

E. Notice and Approval

1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
 - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
 - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
 - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals.

- d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Purposes and Conservation Values.
2. Grantee Review. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.
3. Resubmittal. Grantee's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

III. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

The Grantor hereby grants to the Grantee, and its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction.

B. Legal and Injunctive Relief.

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, including, without limitation, compensation for interim losses (i.e., ecological and public use service losses that occur from the date of the violation until the date of restoration), and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.
2. Notice and Cure. In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor in writing of the violation (the "Violation Notice"). Upon receipt of a Violation Notice, the Grantor shall halt the activity cited in the Violation Notice within twenty-four (24) hours and Grantor shall have thirty (30) days from receipt of the Violation Notice to remedy any damage caused by such activity, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. In the event that, after the twenty-fourth (24th) hour following Grantor's receipt

of the Violation Notice, Grantor fails to halt the activity cited in the Violation Notice and/or Grantee determines that there are one or more ongoing violations, Grantee shall have the right to exercise immediately its rights hereunder. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.

3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including counsel fees) incurred by the Grantee in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

C. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the sole discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder, or the failure of Grantee to exercise its rights hereunder, shall not be deemed or construed to be a waiver of such rights.

D. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with, including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

E. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fire, flood, weather, climate-related impacts, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

IV. PUBLIC ACCESS

The Grantor grants access to the Premises to the general public in perpetuity and agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Paragraph II.B.5. and II.B.6., provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the Purposes and Conservation Values. Grantor has the right to control, limit, or

prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Paragraph II.B.5. or II.B.6. The Grantor's right to grant public access across the Premises is subject to the restrictions described in this Conservation Restriction. Any public use which is permitted by the terms of this Conservation Restriction constitutes permission to use the Premises for the purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantee hereto benefit from exculpation from liability to the extent provided in such section.

In the event the Grantor fails to create and/or maintain public trails within four (4) years of the effective date of this Conservation Restriction, the Grantee is hereby granted an affirmative right to create and/or maintain public trails on the Premises, consistent with Paragraph II.B.7 and with prior written notice to the Grantor, which trails shall be consistent with the Purposes of this Conservation Restriction. Further, said trails shall solely be for daytime use and for uses described in Paragraph II.B.5. and II.B.6. The Grantor shall retain the right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the Purposes and Conservation Values. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Paragraph II.B.5. or II.B.6.

V. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official ("Secretary"), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

B. Grantor's and Grantee's Right to Recover Proceeds

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph V.C., subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

C. Grantee's Receipt of Property Right

Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted Premises. The proportionate value of the Grantee's property right will be determined as of the date

of termination, release, or extinguishment, and will be determined by an appraisal. Any proceeds that result from any such extinguishment, release, or termination will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

D. Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph V.B. and Paragraph V.C. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

VI. DURATION and ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except when all of the following conditions are met:

1. the Grantee requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than sixty (60) days prior to the effective date of such transfer. Any transfers shall receive prior approval by Grantee to assure that the Premises is transferred to a qualified conservation organization. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantee may record, in the applicable registry of deeds, or registered in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Grantor's Liability

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within sixty (60) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

VIII. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph VI.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

IX. AMENDMENT

A. Limitations on Amendment

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of Grantee as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws; or
5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment; or
6. alter or remove the provisions described in Paragraph V (Termination/Release/Extinguishment); or
7. cause the provisions of this Paragraph IX to be less restrictive; or
8. cause the provisions described in Paragraph VI.C (Running of the Benefit) to be less restrictive

B. Amendment Approvals and Recording

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor, approved by the Town of West Newbury and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

X. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XI. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Essex County Greenbelt Association, Inc.
 ATTN: Director of Stewardship
 P.O. Box 1026
 82 Eastern Ave.
 Essex, MA 01929

To Grantee: Town of West Newbury
 ATTN: Town Manager

381 Main Street
West Newbury, MA 01985

With a copy to:
Town of West Newbury Conservation Commission
c/o Conservation Agent
381 Main Street
West Newbury, MA 01985

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XII. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the Grantor and Grantee with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

XIII. BASELINE DOCUMENTATION REPORT

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report (“Baseline Report”) prepared by Grantor with the cooperation of

the Grantee, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

XIV. MISCELLANEOUS

A. Pre-existing Public Rights

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary, is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Release of Homestead

The Grantor attests that there is no residence on or abutting the Premises (including areas excluded from the Premises) that is occupied or intended to be occupied as a principal residence by a spouse, former spouse, or children of the grantor, or a spouse, former spouse, or children of a beneficiary of the trust, if Premises is owned by a trust.

C. No Surety Interest

The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

C. Prior Encumbrances

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

D. Executory Limitation

If Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then Grantee's rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct pursuant

to the applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VII.

E. The following signature pages are included in this Grant:

Grantor
Grantee Acceptance
Approval of Select Board
Approval of the Secretary of Energy and Environmental
Affairs of the Commonwealth of Massachusetts.

F. The following exhibits are attached and incorporated herein:

Exhibit A: Description of Premises
Exhibit B: Sketch Plan of Premises
Exhibit C: Town Authorizing Vote

WITNESS my hand and seal this ____ day of _____, 2022,

By: _____
Katherine Bowditch
Its: President, duly authorized

By: _____
Timothy Fritzinger
Its: Treasurer, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared Katherine Bowditch and Timothy Fritzinger, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF TOWN OF WEST NEWBURY CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the Town of West Newbury, Massachusetts, hereby certify that at a public meeting duly held on _____, 2022, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from Essex County Greenbelt Association, Inc. pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 of the Massachusetts General Laws and do hereby accept the foregoing Conservation Restriction.

TOWN OF WEST NEWBURY CONSERVATION COMMISSION:

Judith Mizner, Chair

Margaret Hawkins

Katherine Feehery

David Parrott

George Preble

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL OF TOWN OF WEST NEWBURY SELECT BOARD

We the undersigned, being a majority of the Select Board of the Town of West Newbury hereby certify that at a public meeting duly held on _____, 2022, the Select Board voted to approve the foregoing Conservation Restriction from Essex County Greenbelt Association, Inc. to the Town of West Newbury, acting by and through its Conservation Commission, in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

TOWN OF WEST NEWBURY SELECT BOARD

David Archibald, Chairperson

Richard Parker, Vice Chairperson

Wendy Reed

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this _____ day of _____, 2022, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as Select Board Member.

Notary Public
My Commission Expires:

**APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS OF
THE COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Essex County Greenbelt Association, Inc. to the Town of West Newbury has been approved in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2022

Bethany A. Card
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2022, before me, the undersigned notary public, personally appeared Bethany A. Card, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

Description of the Premises

The Premises subject to this Conservation Restriction is the entirety of the parcel of land located in the Town of West Newbury, Essex County, Commonwealth of Massachusetts, containing a total of 32.49 acres, shown as “0 Coffin Street Map 230 Lot 40” on a plan of land entitled “Plan of Land, Map 230, Lot 40, 0 Coffin Street, West Newbury, Massachusetts,” dated July 29, 2021, prepared by LandTech Consultants, 515 Groton Rd., Westford, Massachusetts, said plan recorded at the Southern Essex District Registry of Deeds at Plan Book ____ Plan _____, a reduced copy of which is attached hereto as Exhibit B.

Street Address: 0 Coffin Street

EXHIBIT B

Sketch Plan of Premises

For official full size plan see Southern Essex District Registry of Deeds at Plan Book __ Plan
_____.

LEGEND

PROPERTY LINE (LOCUS)	---
INTERNAL LOT LINE	---
EASEMENT LINE	---
ABUTTER PROPERTY LINE	---
EDGE OF PAVEMENT	---
WETLAND BOUNDARY	---
100' WETLAND BUFFER	---
STONE WALL	---
DRILL HOLE (FOUND)	● DH (Fnd.)
IRON PIPE (FOUND)	○ IP (Fnd.)
STONE BOUND W/ DRILL HOLE (FOUND)	□ SBDH (Fnd.)

NOTES

- THE PURPOSE OF THIS PLAN IS TO SHOW THE EXISTING BOUNDARIES FOR LAND KNOWN AS MAP 230, LOT 40.
- EASEMENT AREA 'B' IS TO BE COMBINED WITH MAP 230, LOT 80 PURSUANT TO BOUNDARY LINE AGREEMENT TO BE RECORDED HERewith.
- TOPOGRAPHIC INFORMATION SHOWN HEREON WAS OBTAINED FROM AN ON THE GROUND AND SURVEY CONDUCTED BY LANDTECH CONSULTANTS, INC. IN DECEMBER 2019 AND JANUARY OF 2020 AND AERIAL LIDAR DATA ACQUIRED IN DECEMBER OF 2019.
- BOUNDARY INFORMATION SHOWN HEREON IS THE RESULT OF AN ON THE GROUND SURVEY CONDUCTED BY LANDTECH CONSULTANTS, INC. IN DECEMBER OF 2019 AND JANUARY OF 2020 BASED ON INFORMATION OBTAINED FROM THE PUBLIC RECORDS.
- THE BEARINGS, DISTANCES AND THE COORDINATES THEY ARE BASED ON SHOWN ON THIS PLAN ARE IN U.S. SURVEY FEET IN THE MA. STATE PLANE COORDINATE SYSTEM REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), CORRS ADJUSTMENT (NA2011/GEOD 12A) AS DETERMINED BY REDUNDANT GPS OBSERVATIONS PERFORMED IN DECEMBER OF 2019 UTILIZING THE MACORS RTK GPS NETWORK.
- WETLAND DELINEATIONS SHOWN HEREON IS BASED IN INFORMATION PROVIDED BY HUGHES ENVIRONMENTAL CONSULTING IN JANUARY OF 2020.
- THE SUBJECT PARCEL IS LOCATED IN FLOOD ZONE X AREA OF MINIMAL FLOOD HAZARD, AS DEFINED ON THE FOLLOWING FEMA FLOOD INSURANCE RATE MAPS:
COMMUNITY PANEL No. 25009C0111F, EFFECTIVE DATE JULY 3, 2012
COMMUNITY PANEL No. 25009C0103F, EFFECTIVE DATE JULY 3, 2012
- COFFIN STREET IS DESIGNATED AS A SCENIC ROAD UNDER THE PROVISIONS OF G.L., CHAPTER 40, SECTION 15C: ALL ROADS WITHIN THE TOWN OF WEST NEWBURY EXCEPT STATE ROUTE 113.

ZONING INFORMATION

SUBJECT PARCEL LOCATED IN THE FOLLOWING ZONING DISTRICTS:
RESIDENTIAL B (RES-B)
RESIDENTIAL C (RES-C)

	RES-B	RES-C
MINIMUM LOT AREA (S.F.):	40,000	20,000
MINIMUM LOT FRONTAGE (FT.):	200	150
MINIMUM FRONT YARD SETBACK (FT.):	40	40
MINIMUM SIDE YARD SETBACK (FT.):	20	20
MINIMUM REAR YARD SETBACK (FT.):	20	20

RECORD OWNERS

MAP 230, LOT 40
SAVE OUR WETLANDS, LLC
420 BROADWAY
MALDEN, MA 02148

ASSESSOR'S REFERENCES

MAP 230, LOT 40 (0 COFFIN STREET)

PLAN REFERENCES

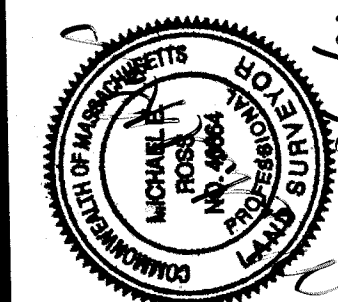
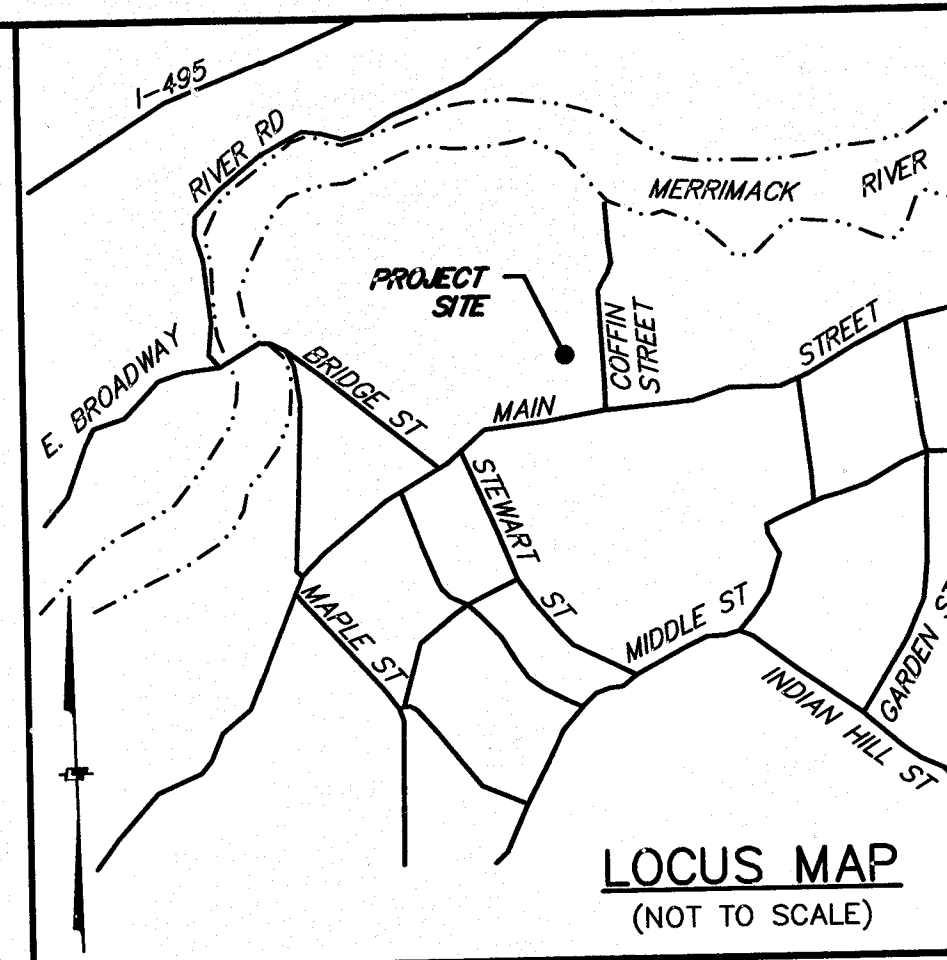
THE FOLLOWING PLANS ARE ON FILE AT THE SOUTHERN ESSEX DISTRICT REGISTRY OF DEEDS:

PLAN BOOK 454, PLAN 4
PLAN BOOK 404, PLAN 44
PLAN BOOK 397, PLAN 61
PLAN BOOK 326, PLAN 50
PLAN BOOK 157, PLAN 48
PLAN BOOK 162, PLAN 52
PLAN BOOK 180, PLAN 61
PLAN BOOK 187, PLAN 06
PLAN BOOK 245, PLAN 71
PLAN BOOK 307, PLAN 55
PLAN BOOK 347, PLAN 72

DEED REFERENCES

THE FOLLOWING DEEDS ARE ON FILE AT THE SOUTHERN ESSEX DISTRICT REGISTRY OF DEEDS:

DEED BOOK 39450, PAGE 270
DEED BOOK 32686, PAGE 387
DEED BOOK 32685, PAGE 354
DEED BOOK 10230, PAGE 213



PREPARED FOR:
ESSEX COUNTY GREENBELT ASSOC.
82 EASTERN AVENUE
ESSEX, MA 01929

CHECK
MER/MAW

DESIGN
MRM

PLAN OF LAND
MAP 230, LOT 40
0 COFFIN STREET
WEST NEWBURY, MASSACHUSETTS

Landtech
Consultants
Engineering/Design/Surveying/Planning
515 Grafton Road, Westford, MA 01886
Ph: (978) 692-6100 - landtechinc.com

JOB NO.
21-171

DWG. NO.
10916

SHEET
1 of 1

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RESERVED FOR REGISTRY USE

CERTIFICATION

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

THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS. HOWEVER IT IS NOT A CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE PROPERTY SHOWN, OR AS TO THE EXISTENCE OF UNRECORDED EASEMENTS.

Michael J. Ross
MASSACHUSETTS REGISTERED LAND SURVEYOR
REGISTRATION No. 46864
(FOR LANDTECH CONSULTANTS, INC.)

7/30/21
DATE

0 100 200 300
SCALE IN FEET

EXHIBIT C

Town Authorizing Vote

GRANTOR: Save Our Wetlands, LLC
GRANTEE: Essex County Greenbelt Association,
Inc. and Town of West Newbury
ADDRESS OF PREMISES: Coffin Street
FOR GRANTOR’S TITLE SEE: Essex County
Southern District Registry of Deeds at Book 39450,
Page 270.

CONSERVATION RESTRICTION

Save Our Wetlands, LLC, being the sole owner of the Premises as defined herein, for its successors and assigns (“Grantor”), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants, with QUITCLAIM COVENANTS, to Essex County Greenbelt Association, Inc., a Massachusetts not for profit corporation having its principal office at 82 Eastern Ave., Essex, Massachusetts 01929, and its permitted successors and assigns (“Primary Grantee”), and to the Town of West Newbury, a Massachusetts municipal corporation, acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, having its principal office at 381 Main Street, West Newbury, Essex County, Massachusetts 01985, and its permitted successors and assigns (“Secondary Grantee” and, together with the Primary Grantee, the “Grantees”), for eighty-seven thousand five hundred dollars (\$87,500.00), IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on two parcels of land located in West Newbury containing a total of approximately 20.49 acres (“Premises”), which Premises is more particularly described in Exhibit A and shown in the attached reduced copy of a survey plan in Exhibit B (the “Conservation Restriction Plan”), both of which are incorporated herein and attached hereto, and, additionally, grants those certain rights and easements on, over, and across adjacent land of Grantor set forth in Paragraph V herein, which adjacent land is more particularly described in Exhibit E and generally depicted on that certain sketch plan in Exhibit F, both of which are incorporated herein and attached hereto.

I. PURPOSES

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction (“Purposes”) are to ensure that the Premises will be maintained in perpetuity in its natural, scenic, or open condition, and for passive outdoor recreational use by the public, and to

prevent any use or change that would materially impair the Conservation Values (as defined below).

The Conservation Restriction was acquired utilizing Community Preservation Act funds pursuant to Chapter 44B of the Massachusetts General Laws, which funds were authorized for such purposes by a vote of the West Newbury Town Meeting on May 22, 2021. A copy of the Town Meeting Vote authorizing the use of such funds for such purpose is attached hereto as Exhibit C.

The Conservation Values protected by this Conservation Restriction include the following:

- A. Open Space. The Premises contributes to the protection of the scenic and natural character of West Newbury. The protection of the Premises will enhance the open space value of adjacent and nearby protected lands, including Riverbend and River Road Conservation Areas, and a conservation restriction held by the Primary Grantee.
- B. Soils and Soil Health. The majority of the Premises includes Prime 1, Prime 2, and Prime 3 Wet Forest Land, and Prime Farmland Soils and Farmland Soils of Statewide Importance, all as identified by the USDA Natural Resources Conservation Service. The protection of the Premises will promote healthy soils and healthy soils practices as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws.
- C. Public Access. Public access to the Premises will be allowed for passive outdoor recreation, education, and nature study on a series of public trails connecting to adjacent protected conservation areas.
- D. Water Quality. Wetlands on the Premises drain to the Merrimack River, thus their protection will help maintain its water quality. Protection of intact forests on the Premises will further enhance water quality protection. Wetlands on the Premises provide valuable habitat for a diverse array of wildlife species as well as the many other public benefits recognized by the Commonwealth of Massachusetts (Section 40 of Chapter 131 of the Massachusetts General Laws).
- E. Climate Change Resiliency. The Premises contains areas of “slightly above average” Terrestrial Resilience according to The Nature Conservancy’s (TNC) Resilient Land Mapping Tool. TNC’s Resilient Land Mapping Tool was developed in order to map “climate-resilient” sites that are “more likely to sustain native plants, animals, and natural processes into the future.” The protection of these climate resilient sites is an important step in both reducing human and ecosystem vulnerability to climate change and adapting to changing conditions.
- F. Consistency with Clearly Delineated Federal, State, or Local Governmental Conservation Policy. Protection of the Premises will further Goals in the 2018 West Newbury Open Space & Recreation Plan to “preserve the rural character, charm and sense of community,” “protect and manage natural resources, including water resources and large, contiguous tracts of undeveloped land,” and to provide passive recreational activities.

II. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

The Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;
2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;
5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantees;
7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-road vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;
8. Subdivision. Subdividing either or both of the two separate legal lots comprising the Premises or conveying only a part or portion of any such lots (as compared to a conveyance of the entirety of one or both such lots which shall be permitted), it being the Grantor's and Grantees' intention to maintain each legal lot comprising the Premises under unified ownership;

9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;
10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. Residential or Industrial Uses. Using the Premises for residential or industrial purposes;
12. Inconsistent Uses. Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

B. Permitted Acts and Uses

Notwithstanding the Prohibited Acts and Uses described in Paragraph II.A., the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing trees and brush, all to prevent, control, and manage hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises, including trails and open fields, as documented in the Baseline Report (see Paragraph XV.). Grantor shall provide prior written notice to Grantees for any vegetation management activity that impacts greater than one-half (1/2) acre/year;
2. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
3. Composting. Stockpiling and composting stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises;
4. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantees, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
5. Outdoor Passive Recreational and Educational Activities. Hiking, horseback riding, cross-country skiing, snowshoeing, nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and educational activities;

6. Motorized Mobility Devices: The use of motorized wheelchairs and similar mobility assistance devices by persons with mobility impairments.
7. Trails. Maintaining and constructing trails as follows:
 - a. Existing Trails. Conducting routine maintenance of existing trails as documented in the Baseline Report;
 - b. New Trails. With prior written approval of the Grantees, constructing new trails;
 - c. Trail Features. With prior written approval of the Grantees, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features; and
 - d. Horse Jump. Maintaining and replacing the existing horse jump, as documented in the Baseline Report, and, with prior approval of the Grantees, construction of up to three (3) additional horse jumps, provided said horse jumps do not impede Public Access as described in Paragraph IV below.
8. Viewing Platform. With prior written approval from the Grantees, the construction, use, and maintenance of a wildlife viewing platform.
9. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted and Prohibited Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantees' interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;
10. Agricultural Activities. "Agricultural Activities," as collectively defined in paragraph II.B.10.a. below, shall be permitted solely on that parcel labeled as "Map 230 Lot 110" on the Conservation Restriction Plan, and solely in areas already cleared of trees as of the date of this Conservation Restriction and as documented in the Baseline Report, unless additional areas are cleared as permitted in Paragraph II.B.11 below.
 - a. Agricultural Activities shall be defined as:
 - i. Grazing and Pasturing Farm Animals: The grazing and pasturing of horses, ponies, donkeys, mules, sheep, goats, llamas, alpacas, or other grazing animal, for personal use only, (collectively, "Grazing Activities"); and
 - ii. Horticulture: Raising vegetables, berries, and other foods for human consumption, and hay, all for predominantly personal, non-commercial use.
 - b. Agricultural Activities are permitted provided:
 - i. Agricultural Activities shall be conducted in a manner consistent with generally accepted best management practices for sustainable farming as those practices may be identified from time to time by appropriate governmental or educational institutions such as the USDA Natural

Resources Conservation Service (NRCS), UMass Extension, Northeast Organic Farming Association (NOFA), Massachusetts Department of Agricultural Resources, and the like, (collectively, “Best Agricultural Practices”) and in a manner that promotes healthy soils and healthy soil practices, as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws (“Healthy Soils and Practices”), and in a manner that does not hinder the ability of future generations to engage in Agricultural Activities on the Premises, and further in a manner that does not impair nearby wetlands and waterways.

- ii. No fertilizers or other leachable substances shall be stored on the Premises.
 - iii. Except as provided in Paragraph II.B.10.b.iii.4), Agricultural Activities shall require a conservation plan, such as a Natural Resources Conservation Service (NRCS) Conservation Plan, (the “Agricultural Conservation Plan”) prepared for the Premises, and approved in writing by the Grantees. The Agricultural Conservation Plan shall be developed in accordance with generally-accepted Best Agricultural Practices, and shall, at a minimum, address the following:
 - 1) Establish and maintain wetland buffers and/or filter strips extending a minimum of fifty (50) feet from edge of wetlands and waterways, as defined in the MA Wetlands Protection Act or local bylaws, to prevent adverse impacts to the water quality of existing wetlands and waterways;
 - 2) Establish and govern the type and number of each type of animal unit permitted on the Premises, and analyze the pasturage potential of the Premises and establish and govern the cycling of pasturage, and any other measures necessary to ensure the carrying capacity of the Premises is not exceeded in order to protect water quality, prevent soil erosion, and otherwise protect the Conservation Values; and
 - 3) Describe how Agricultural Activities will maximize soil and water conservation, and promote Healthy Soils and Practices as defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws (“Healthy Soils and Practices”);
 - 4) The grazing and pasturing of total of two (2) or fewer horses, ponies, donkeys, or mules (collectively, “Equine Animals”), or the equivalent in animal units of sheep, goats, llamas, alpacas, or other grazing animal, for personal use only, shall not require an Agricultural Conservation Plan.
- c. Temporary Improvements. With prior notice to the Grantees constructing, and without such notice using, maintaining, repairing and replacing temporary improvements including fencing, hayracks, watering troughs, or similar,

temporary structures intended to support approved Agricultural Activities, and no more than one (1) “run-in” shelter or other three-sided shelter. For the purposes of this Conservation Restriction, the term “temporary” shall mean any improvement without a foundation that can be constructed or removed without significant disturbance of the soil;

- d. Well. With prior written approval of the Grantees, the installation, maintenance and use of one (1) water well to provide water for permitted Agricultural Activities.

- 11. Field Expansion. With prior written approval of the Grantees, the clearing of no greater than one-half (1/2) acre of forestland on that parcel labeled as “Map 230 Lot 110” on the Conservation Restriction Plan, and no greater than one-half (1/2) acre forestland on that parcel labeled as “Map 230 Lot 120” on the Conservation Restriction Plan, for a total aggregate clearing of no greater than one (1) acre on the two said parcels combined, provided that said areas are not resource areas protected by the Massachusetts Wetlands Protection Act or local bylaws. If clearing is requested on a contiguous one-half (1/2) acre of forestland, then prior to any said clearing, Grantees may require Grantor to submit a Forest Stewardship Plan to the Grantees for approval. The Forest Stewardship Plan shall:

- a. be prepared by a forester licensed through the MA Department of Conservation and Recreation (“DCR”) and shall follow the “Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans” (as such guidelines may be amended by DCR or its successor agency) and such statutes, regulations and directions in effect at the time of the approval of said Forest Stewardship Plan; and
- b. include provisions designed to comply with the recommended activities and guidelines and required best management practices established in the Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish & Kittredge, University of Massachusetts, Amherst & DCR; 2013) and subsequent versions as may be approved by the Massachusetts Bureau of Forest Fire Control and Forestry (“Forestry BMPs”);

- 12. Indigenous Cultural Practices. With prior written notice to the Grantees, allowing indigenous peoples to:

- a. Conduct cultural land ceremonial uses. Cultural practices are defined, for the purposes of this Conservation Restriction, as including traditional spiritual ceremonies, seasonal celebrations, offerings, and cultural, educational, and interpretive programming; and
- b. Harvest plant-life using sustainable methods, including regrowth and replanting to ensure sustainable populations for traditional cultural practices and non-commercial purposes;

- 13. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared

by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantees. A copy of the results of any such investigation on the Premises is to be provided to the Grantees;

14. Other Activities. Other non-prohibited activities or uses of the Premises may be permitted with the prior approval of the Grantees provided that the Grantees have made a finding, such finding to be documented in writing and kept on file at the offices of the Grantees, that such activities are consistent with the Reserved Rights or, as applicable, are included in an approved Forest Stewardship or Grazing Plan, do not impair the conservation values and purposes of this Conservation Restriction, and, where feasible, result in a net gain in conservation value of the Premises.

C. Site Restoration

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover.

D. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Acts and Uses under Paragraph II.B. shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Reserved Right requiring a permit, license or other approval from a public agency does not imply that the Grantees or the Commonwealth takes any position whether such permit, license, or other approval should be issued.

E. Notice and Approval.

1. Independent Approval Rights; Written Approval Required. Each Grantee has the equal and independent right to respond to any Landowner notice and/or request for approval. In order for a request for approval to be deemed approved, Landowner must receive written approval from each Grantee, and the failure of one or both Grantees to approve a request in writing shall be deemed to be a rejection of the request for approval. Notwithstanding the foregoing, at Grantees' discretion, Primary Grantee may provide Landowner with a written Joint Response from both Primary Grantee and Secondary Grantee to any request for approval (each, a "Joint Response"), and, so long as such written response contains a representation that Primary Grantee is acting on behalf of both itself and Secondary Grantee, Landowner may rely upon such Joint Response.
2. Notifying Grantees. Whenever notice to or approval by Grantees is required, Grantor shall notify or request approval from Grantees by a method requiring proof of receipt, in writing, not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall:

- a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
- b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
- c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals.
- d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantees to make an informed judgment as to its consistency with the Purposes and Conservation Values.

In the event that either Grantee determines that a notice is lacking sufficient detail to permit such Grantee to make an informed assessment and/or decision with respect to the notice or request for approval, such Grantee shall request additional information and/or documentation from Landowner in writing within fifteen (15) business days of Grantee's receipt of the insufficient notice or requests for approval, and Landowner promptly shall provide such additional information and/or documentation to both Grantees.

3. Grantees' Review Criteria. Where Grantees' approval is required and a sufficient request for approval has been submitted to each Grantee pursuant to the preceding Paragraph, each Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request or Primary Grantee shall deliver a Joint Response to Landowner within sixty (60) days of receipt of Landowner's request. Grantees' approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantees may require Grantor, at Grantor's expense, to secure expert review and evaluation of a proposed activity by a mutually agreed upon party. Failure of one or both Grantees to deliver a written response to Landowner or the failure of Primary Grantee to deliver a Joint Response to Landowner within such sixty (60) day period shall be deemed to be a rejection of Landowner's request for approval.

4. Resubmittal. Grantor may subsequently submit the same or a similar request for approval.

III. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

The Grantor hereby grants to the Grantees, and their duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction or to exercise rights of the Grantees provided in Paragraphs IV and V.

B. Legal and Injunctive Relief

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory

relief, including without limitation, compensation for interim losses (i.e., ecological and public use service losses that occur from the date of the violation until the date of restoration) and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantees will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantees for the enforcement of this Conservation Restriction.

2. Notice and Cure. In the event either or both of the Grantees determine that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee(s) shall, before exercising any such rights, notify the Grantor in writing of the violation (each, a “Violation Notice”). Upon receipt of a Violation Notice, the Grantor shall halt the activity cited in the Violation Notice within twenty-four (24) hours and Grantor shall have thirty (30) days from receipt of the Violation Notice to remedy any damage caused by such activity, after which time Grantee(s) may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. In the event that, after the twenty-fourth (24th) hour following Grantor’s receipt of the Violation Notice, Grantor fails to halt the activity cited in the Violation Notice and/or Grantee(s) determines that there are one or more ongoing violations, Grantee(s) shall have the right to exercise immediately its rights hereunder. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantees may notify the proper authorities of such violation.
3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantees all reasonable costs and expenses (including counsel fees) incurred by the Grantees in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

C. Independent Rights of Enforcement; Non-Waiver

Each Grantee has an equal and independent right to enforce this Conservation Restriction in accordance with its terms, and no approval (other than a written Joint Response as described in Paragraph II.E. herein), consent, waiver, act and/or omission of one Grantee shall negate, modify and/or affect the rights of another Grantee in any manner whatsoever. Enforcement of the terms of this Conservation Restriction shall be at the sole discretion of Grantees. Any election by the Grantees as to the manner and timing of their right to enforce this Conservation Restriction or otherwise exercise their rights hereunder, or the failure of Grantees to exercise their rights hereunder, shall not be deemed or construed to be a waiver of such rights.

D. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantees do not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with, including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantees or its agents.

E. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantees to bring any actions against the Grantor for any injury to or change in the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fire, flood, weather, climate-related impacts, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantees will cooperate in the restoration of the Premises, if desirable and feasible.

IV. PUBLIC ACCESS

A. The Grantor grants access to the Premises to the general public in perpetuity and agrees to take no action to prohibit or discourage access to and use of portions of the Premises identified as "Existing Trails" and "Potential Future Public Trails" in Exhibit D attached hereto, but only for daytime use and only as described in Paragraph II.B.5. and II.B.6., and Grantor shall permit the Grantees to establish additional reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the Purposes and Conservation Values. With prior approval of the Grantees, the Grantor has the right to control, limit, or prohibit by posting and other reasonable means any activities or uses of the Premises not authorized in Paragraph II.B.5. or II.B.6. With prior notice to the Primary Grantee only, the Grantor may temporarily close public trails to protect public safety in the event of land management activities; in the event this occurs, it is the Grantor's responsibility to adequately sign trail closures, and to remove trail closure signs upon completion of any said land management activity. Any public use which is permitted by the terms of this Conservation Restriction constitutes permission to use the Premises for the purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantees hereto benefit from exculpation from liability to the extent provided in such section.

B. The Grantees and their agents are hereby granted an affirmative right to use and maintain the Existing Trails on the Premises for public use, including signing said trails; to create, establish, use, and maintain the Potential Future Public Trails on the Premises for public use; and, with prior permission from the Grantor as to location, to construct, use, and maintain one (1) Viewing Platform for public use. The Grantor and Grantees agree that the locations of the Potential Future Public Trails shown on Exhibit D are approximate. The locations of the Potential Future Public Trails may be subject to change to prevent adverse impacts upon wetlands and other natural resources and/or to comply with any laws, bylaws, statutes, rules or regulations intended to protect the same. Additionally, any trail located on the Premises may be relocated from time to time (i) by either or both Grantees, at such party's sole expense, to protect resource values, so long as such

relocated trails do not unreasonably interfere with Grantor's permitted uses of the Premises, or (ii) upon mutual agreement by Grantor and Grantees at the expense of the party requesting such relocation.

V. Easement on Adjacent Land

A. In furtherance of the Purposes and in particular the establishment of an interconnected public trail system on, over and across the Premises and other adjacent land, the Grantor hereby grants to the Grantees the following easements on, over and across certain portions of the Grantor's adjacent land more particularly described on Exhibit E attached hereto and generally depicted in Exhibit F attached hereto (the "Adjacent Land"):

1. Commencing on the effective date of this Conservation Restriction, a temporary easement to create, construct and/or establish a ten (10) foot wide unpaved trail for access and recreational use by the public (the "Connecting Trail") within that portion of the Adjacent Land shown as "Initial Easement Area" on the sketch plan attached hereto as Exhibit F and incorporated herein, which easement shall expire upon the earlier to occur of (A) the completion of the creation, construction and/or establishment of the Connecting Trail within the Initial Easement Area or (B) the fifth (5th) anniversary of the effective date of this Conservation Restriction if no such trail has been completed; and
2. Commencing on the date on which the creation, construction and/or establishment of the Connecting Trail has been completed in accordance with the terms of the foregoing temporary easement, a perpetual easement to use and maintain the Connecting Trail for access and recreational use by the public within a twenty (20) foot wide portion of the Adjacent Land centered upon the centerline of the Connecting Trail as actually created, constructed and/or established.

B. Any public use of the Connecting Trail pursuant to the terms of this Conservation Restriction constitutes permission to use the applicable portion of the Adjacent Land for the purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantees hereto benefit from exculpation from liability to the extent provided in such section. The Grantor and the Grantees acknowledge and agree that the Adjacent Land is not part of the Premises and that the Adjacent Land is encumbered by this Conservation Restriction only to the extent expressly set forth in this paragraph.

VI. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official ("Secretary"), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

B. Grantor's and Grantees' Right to Recover Proceeds

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then Grantees, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph VI.C., subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Grantees shall share equally in the proceeds and each shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

C. Grantees' Receipt of Property Right

Grantor and Grantees agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantees, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the conveyance, bears to the value of the unrestricted Premises. The proportionate value of the Grantees' property rights is as of the Effective Date (See Paragraph XII.) and will be determined by an appraisal. Such proportionate value of the Grantees' property right shall remain constant.

D. Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantees shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantees shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantees in accordance with Paragraph VI.B. and Paragraph VI.C. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantees shall use their share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

VII. DURATION and ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantees are authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of itself and its successors and assigns, appoints the Grantees their attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall run to the Grantees, shall be in gross and shall not be assignable by the Grantees, except when all of the following conditions are met:

1. the Grantees requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantees not less than thirty (30) days prior to the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantees may record, in the applicable registry of deeds, or registered in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Grantor's Liability

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

IX. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantees shall, within forty-five (45) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

X. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantees agree that they will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

XI. AMENDMENT

A. Limitations on Amendment

Grantor and Grantees may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of Grantees as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws; or
5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantees, of the economic impact of the proposed amendment; or
6. alter or remove the provisions described in Paragraph VI. (Termination/Release/Extinguishment); or
7. cause the provisions of this Paragraph XI to be less restrictive; or
8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive

B. Amendment Approvals and Recording

No amendment shall be effective unless documented in a notarized writing executed by Grantees and Grantor, approved by the Town of West Newbury and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XII. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantees have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts

General Laws have been obtained (i.e., the signature of the Secretary of the Executive Office of Energy and Environmental Affairs), and it has been recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XIII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Save our Wetlands, LLC
c/o Ross Haghighat, Manager
420 Broadway
Malden, MA 02148

Or to then-current landowner on file with the Registry of Deeds

To Grantees: Essex County Greenbelt Association, Inc.
ATTN: Director of Stewardship
P.O. Box 1026
82 Eastern Ave.
Essex, MA 01929

Town of West Newbury
ATTN: Town Manager
381 Main Street
West Newbury, MA 01985

With a copy to:
Town of West Newbury Conservation Commission
c/o Conservation Agent
381 Main Street
West Newbury, MA 01985

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIV. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the Grantor and Grantees with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

XV. BASELINE DOCUMENTATION REPORT

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report (“Baseline Report”) prepared by the Grantees with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantees and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantees to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

XVI. MISCELLANEOUS

A. Pre-existing Public Rights

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary, is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Release of Homestead

The Grantor hereby releases, agrees to waive, subordinate, and release any and all Homestead rights pursuant to Chapter 188 of the Massachusetts General Laws it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to Section 10(e) of Chapter 188 of the Massachusetts General Laws.

C. Subordination

The Grantor shall record at the applicable registry of deeds or shall register in the applicable land court registry district simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

D. Executory Limitation

If either Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then that Grantee's rights and obligations under this Conservation Restriction shall run to the other Grantee. If both Grantees shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VIII, then their rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VII.

E. Prior Encumbrances

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

F. The following signature pages are included in this Grant:

Grantor

Grantee Acceptance

Approval of Select Board

Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

F. The following exhibits are attached and incorporated herein:

Exhibit A: Legal Description of Premises

Exhibit B: Reduced Copy of Recorded Conservation Restriction Plan

Exhibit C: Town Authorizing Vote

Exhibit D: Trails

Exhibit E: Legal Description of Adjacent Land

Exhibit F: Initial Easement Area

WITNESS my hand and seal this ____ day of _____, 2022,

_____, duly authorized
Ross Haghighat, Manager, Save Our Wetlands, LLC

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared Ross Haghighat, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT

The foregoing Conservation Restriction from Save Our Wetlands, LLC was accepted by Essex County Greenbelt Association, Inc. this _____ day of _____, 2022.

By: _____
Katherine Bowditch
Its: President, duly authorized

By: _____
Timothy Fritzinger
Its: Treasurer, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this _____ day of _____, 2022, before me, the undersigned notary public, personally appeared Katherine Bowditch and Timothy Fritzinger, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF TOWN OF WEST NEWBURY CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the Town of West Newbury, Massachusetts, hereby certify that at a public meeting duly held on _____, 2022, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from Save Our Wetlands, LLC pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 of the Massachusetts General Laws and do hereby accept the foregoing Conservation Restriction.

TOWN OF WEST NEWBURY CONSERVATION COMMISSION:

Judith Mizner, Chair

Margaret Hawkins

David Parrott

Katherine Feehery

George Preble

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this ___ day of _____, 2022, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL OF TOWN OF WEST NEWBURY SELECT BOARD

We the undersigned, being a majority of the Select Board of the Town of West Newbury, hereby certify that at a public meeting duly held on _____, 2022, the Select Board voted to approve the foregoing Conservation Restriction from Save Our Wetlands, LLC to Essex County Greenbelt Association, Inc., and the Town of West Newbury in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

TOWN OF WEST NEWBURY SELECT BOARD

David Archibald, Chair

Richard Parker, Vice Chairperson

Wendy Reed

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this _____ day of _____, 2022, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as Select Board Member.

Notary Public
My Commission Expires:

**APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS OF
THE COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Save our Wetlands LLC to Essex County Greenbelt Association, Inc., and the Town of West Newbury has been approved in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2022

Bethany A. Card
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2022, before me, the undersigned notary public, personally appeared Bethany A. Card, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

Description of the Premises

The Premises subject to this Conservation Restriction is the entirety of two parcels of land located in the West Newbury, Essex County, Commonwealth of Massachusetts, containing a total of 20.49+/- acres, shown as “Map 230, Lot 120” and “Map 230, Lot 110” on a plan of land entitled Conservation Restriction Plan, dated July 29, 2021, prepared by LandTech Consultants, 515 Groton Road, Westford, MA, said plan recorded at the Southern Essex District Registry of Deeds at Book _____ Plan _____, a reduced copy of which is attached hereto as Exhibit B.

Street Address: 0 Coffin Street, West Newbury

EXHIBIT B

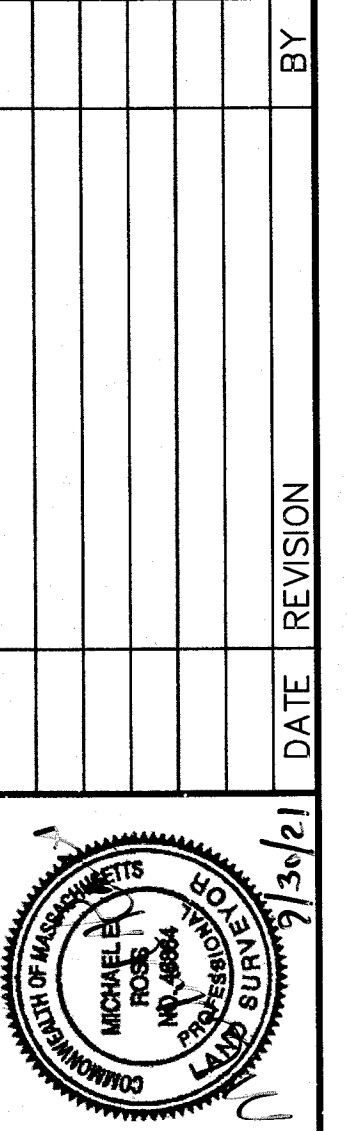
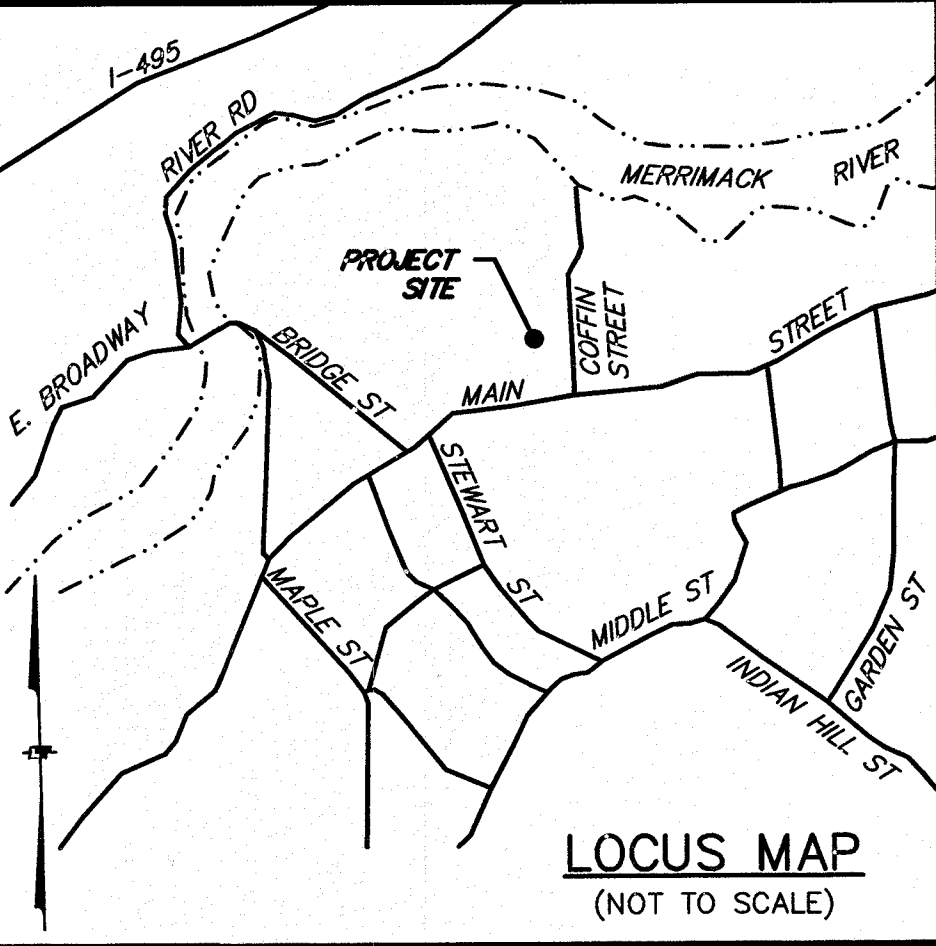
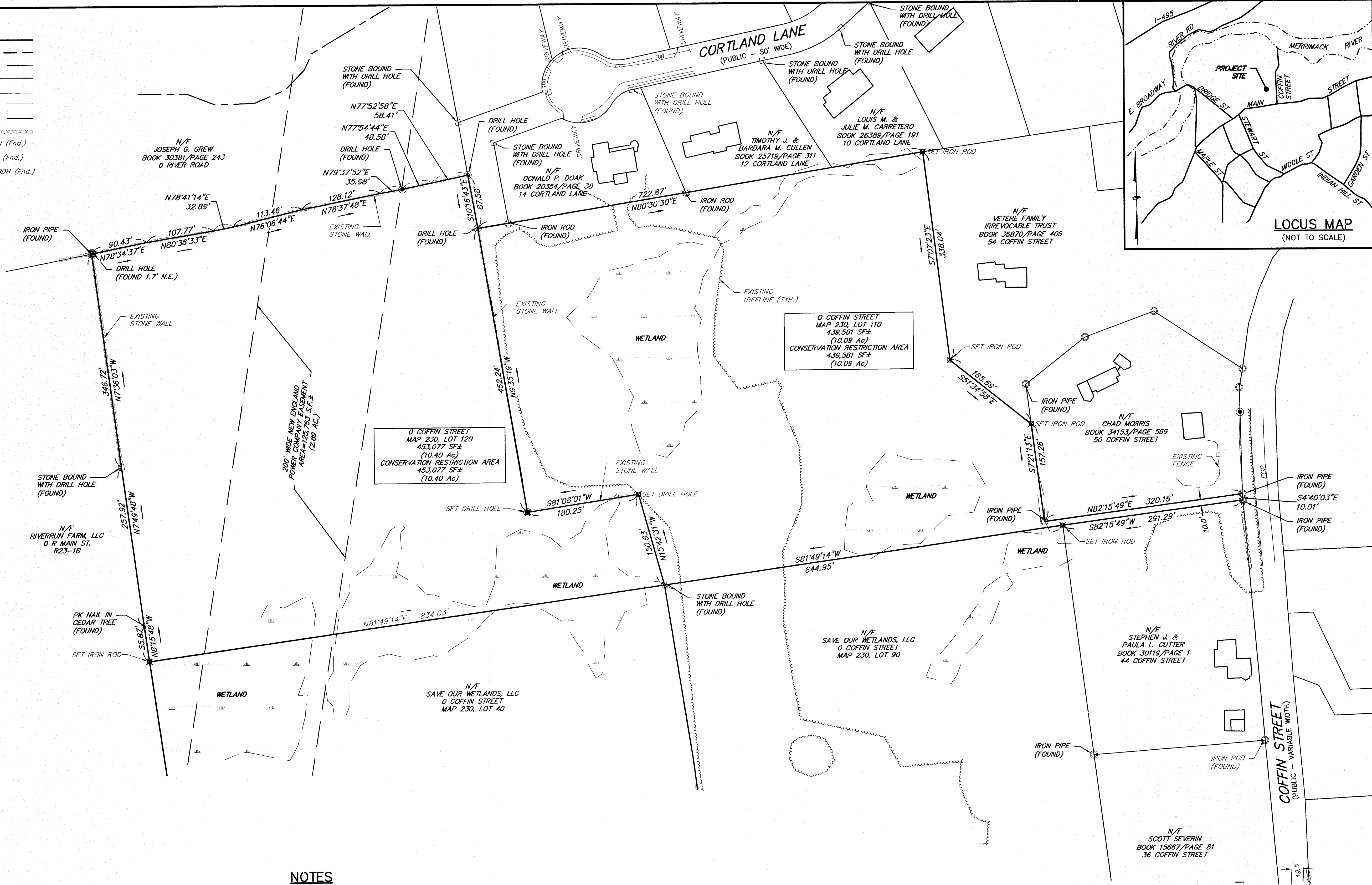
Reduced Copy of Plan of Premises

For official full size plan see Southern Essex District Registry of Deeds Plan Book _____
Plan_____

LEGEND

PROPERTY LINE (LOCUS)
INTERNAL LOT LINE
EASEMENT LINE
ABUTTER PROPERTY LINE
EDGE OF PAVEMENT
WETLAND BOUNDARY
100' WETLAND BUFFER
STONE WALL
DRILL HOLE (FOUND)
IRON PIPE (FOUND)
STONE BOUND W/ DRILL HOLE (FOUND)

● DH (Fnd.)
○ IP (Fnd.)
□ SBDH (Fnd.)



PREPARED FOR:
ESSEX COUNTY GREENBELT ASSOC.
82 EASTERN AVENUE
ESSEX, MA 01829

CONSERVATION RESTRICTION PLAN
MAP 230, LOT 110 & LOT 120
COFFIN STREET
WEST NEWBURY, MASSACHUSETTS

Landtech
Consultants
Engineering/Design/Surveying/Permitting
515 Gorton Road, - Westford, MA 01886
Ph: (978) 692-0100 - landtechinc.com

JOB NO.
21-171
DWG. NO.
10917
SHEET
1 of 1

NOTES

- THE PURPOSE OF THIS PLAN IS TO SHOW THE CONSERVATION RESTRICTION AREAS FOR LAND KNOWN AS MAP 230, LOT 110 AND LOT 120. THE CONSERVATION RESTRICTION AREAS INCLUDE THE LOTS IN THEIR ENTIRETY.
- TOPOGRAPHIC INFORMATION SHOWN HEREON WAS OBTAINED FROM AN ON THE GROUND AND SURVEY CONDUCTED BY LANDTECH CONSULTANTS, INC. IN DECEMBER 2019 AND JANUARY OF 2020 AND AERIAL LIDAR DATA ACQUIRED IN DECEMBER OF 2019.
- BOUNDARY INFORMATION SHOWN HEREON IS THE RESULT OF AN ON THE GROUND SURVEY CONDUCTED BY LANDTECH CONSULTANTS, INC. IN DECEMBER OF 2019 AND JANUARY OF 2020 BASED ON INFORMATION OBTAINED FROM THE PUBLIC RECORDS.
- THE BEARINGS, DISTANCES AND THE COORDINATES THEY ARE BASED ON SHOWN ON THIS PLAN ARE IN U.S. SURVEY FEET IN THE MA. STATE PLANE COORDINATE SYSTEM REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), CORS ADJUSTMENT (NA2011/GEOD 12A) AS DETERMINED BY REDUNDANT GPS OBSERVATIONS PERFORMED IN DECEMBER OF 2019 UTILIZING THE MACORS RTK GPS NETWORK.
- WETLAND DELINEATIONS SHOWN HEREON IS BASED IN INFORMATION PROVIDED BY HUGHES ENVIRONMENTAL CONSULTING IN JANUARY OF 2020.
- THE SUBJECT PARCEL IS LOCATED IN FLOOD ZONE X AREA OF MINIMAL FLOOD HAZARD, AS DEFINED ON THE FOLLOWING FEMA FLOOD INSURANCE RATE MAPS:
COMMUNITY PANEL No. 25009C011F, EFFECTIVE DATE JULY 3, 2012
COMMUNITY PANEL No. 25009C0103F, EFFECTIVE DATE JULY 3, 2012
- COFFIN STREET IS DESIGNATED AS A SCENIC ROAD UNDER THE PROVISIONS OF G.L., CHAPTER 40, SECTION 15C. ALL ROADS WITHIN THE TOWN OF WEST NEWBURY EXCEPT STATE ROUTE 113.

ZONING INFORMATION

SUBJECT PARCEL LOCATED IN THE FOLLOWING ZONING DISTRICTS:
RESIDENTIAL B (RES-B)

MINIMUM LOT AREA (S.F.): 40,000
MINIMUM LOT FRONTAGE (FT.): 200
MINIMUM FRONT YARD SETBACK (FT.): 40
MINIMUM SIDE YARD SETBACK (FT.): 20
MINIMUM REAR YARD SETBACK (FT.): 20

DEED REFERENCES

THE FOLLOWING DEEDS ARE ON FILE AT THE SOUTHERN ESSEX DISTRICT REGISTRY OF DEEDS:

DEED BOOK 39450, PAGE 270
DEED BOOK 32686, PAGE 367
DEED BOOK 32686, PAGE 364
DEED BOOK 10238, PAGE 213

PLAN REFERENCES

THE FOLLOWING PLANS ARE ON FILE AT THE SOUTHERN ESSEX DISTRICT REGISTRY OF DEEDS:

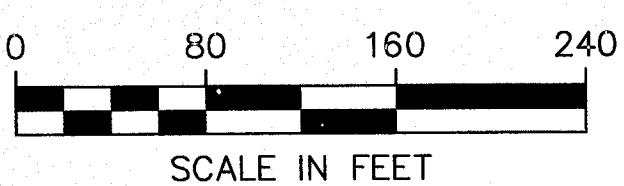
PLAN BOOK 454, PLAN 4
PLAN BOOK 404, PLAN 44
PLAN BOOK 397, PLAN 61
PLAN BOOK 326, PLAN 50
PLAN BOOK 167, PLAN 48
PLAN BOOK 162, PLAN 52
PLAN BOOK 180, PLAN 61
PLAN BOOK 187, PLAN 86
PLAN BOOK 245, PLAN 71
PLAN BOOK 307, PLAN 55
PLAN BOOK 347, PLAN 72

RECORD OWNERS

MAP 230, LOT 110 & LOT 120
SAVE OUR WETLANDS, LLC
420 BROADWAY
MALDEN, MA 02148

ASSESSOR'S REFERENCES

MAP 230, LOT 110 (O COFFIN STREET)
MAP 230, LOT 120 (O COFFIN STREET)



RESERVED FOR REGISTRY USE

CERTIFICATION

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

THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS. HOWEVER IT IS NOT A CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE PROPERTY SHOWN, OR AS TO THE EXISTENCE OF UNRECORDED EASEMENTS.

MASSACHUSETTS REGISTERED LAND SURVEYOR
REGISTRATION No. 46864
(FOR LANDTECH CONSULTANTS, INC.)

DATE
7/30/21

Copyright © 2021

EXHIBIT C

Town Authorizing Vote

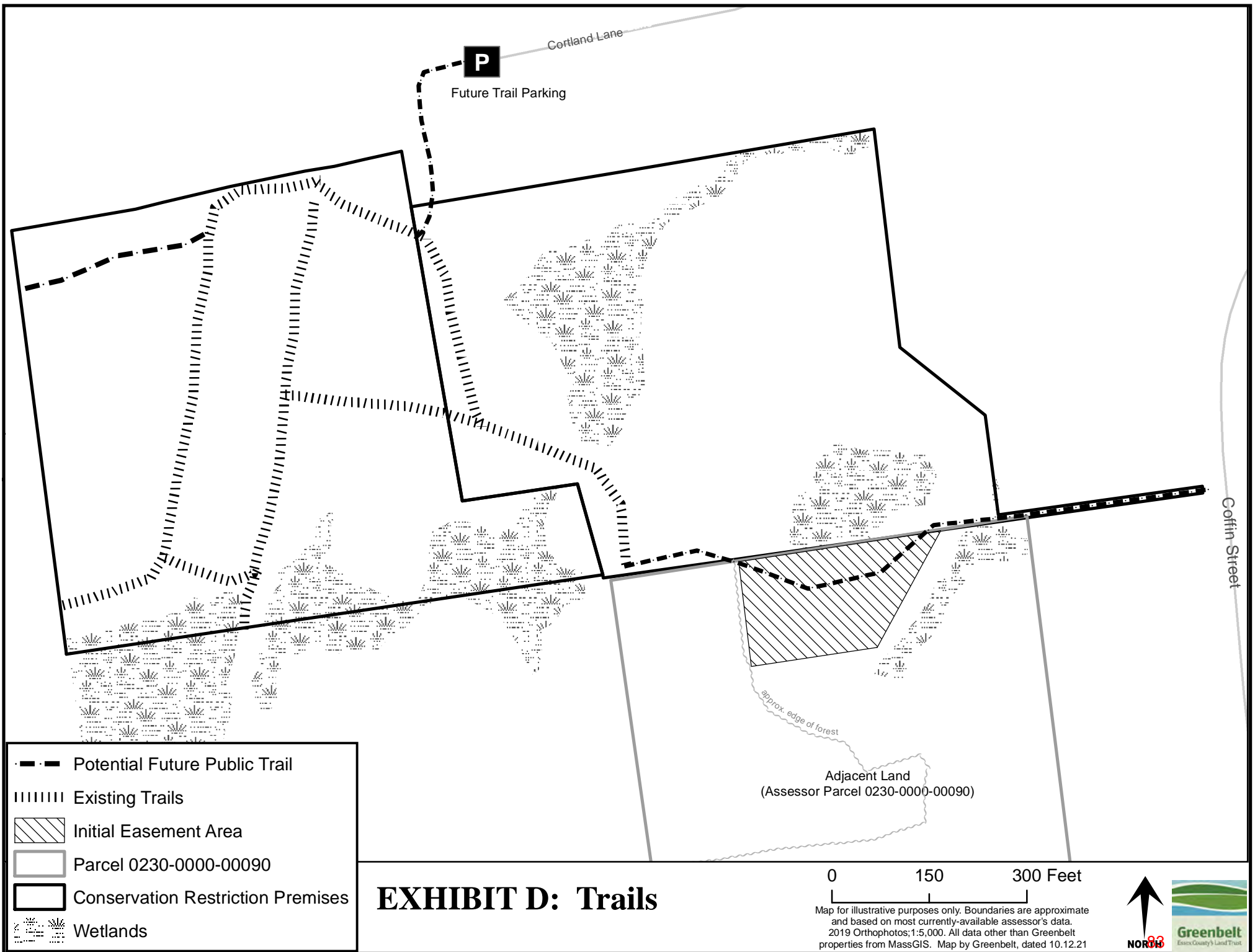
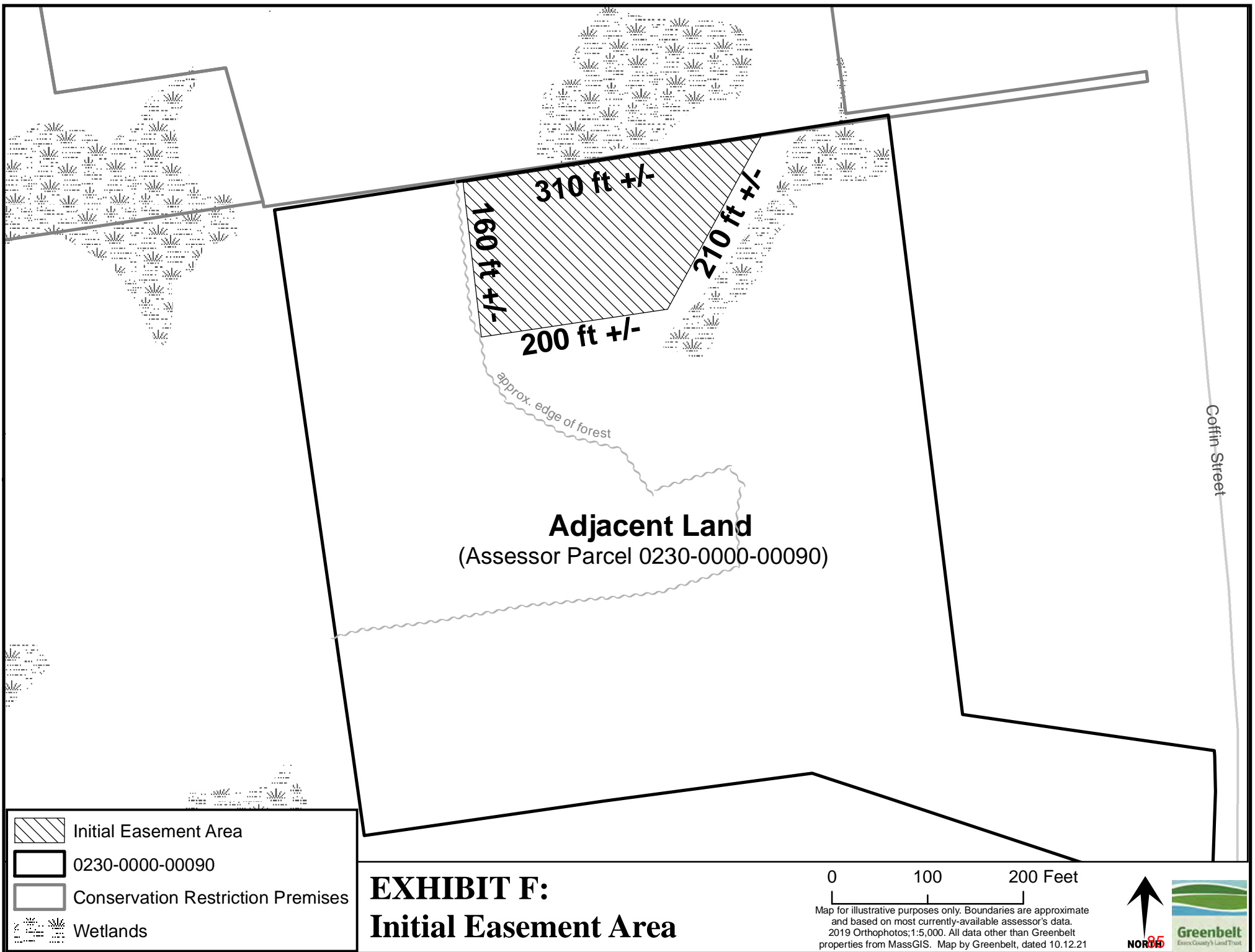


EXHIBIT E

Legal Description of Adjacent Land

That certain parcel of land on Coffin Street in West Newbury, Massachusetts, shown as “Lot A” on a plan entitled “Plan of Land in West Newbury, Mass., Owned by: Edward L. & Heather R. Beaucher,” prepared by Charles C. Martin, Associates, dated July 1983, and recorded in the Southern Essex Registry of Deeds in Plan Book 180 as Plan 61.



**MEMORANDUM OF AGREEMENT BY AND BETWEEN
THE TOWN OF WEST NEWBURY
AND
ESSEX COUNTY GREENBELT ASSOCIATION, INC.
FOR
STEWARDSHIP, MONITORING, AND ENFORCEMENT OF CO-HELD
CONSERVATION RESTRICTION**

PARTIES

THIS MEMORANDUM OF AGREEMENT (hereinafter, this “Agreement”) is entered into on this _____ day of _____, 2022 by and between the Town of West Newbury (hereinafter, the “Town”), having an address of 381 Main Street, West Newbury, MA 01985, acting by and through its Conservation Commission, and Essex County Greenbelt Association, Inc. (hereinafter, “Greenbelt”), of 82 Eastern Avenue, Essex, Massachusetts 01929.

PURPOSE

WHEREAS, the purpose of this Agreement is to facilitate the cooperation of and the framework by which the two parties agree in managing, monitoring, and enforcing the Conservation Restriction granted to Greenbelt and the Town by Save Our Wetlands, LLC (together with its heirs, successors and assigns, “Landowner”), dated _____ and recorded with the Essex South Registry of Deeds at Book _____, Page _____ (the “CR”), upon the land located at Coffin Street, West Newbury, Massachusetts, as shown on the plan entitled “Conservation Restriction Plan” by LandTech Consultants, dated July 29, 2021 and recorded in the Essex South Registry of Deeds at Plan Book _____, Plan _____ (the “Premises”)

WHEREAS, Greenbelt agrees to ensure compliance with the purposes and conditions of the CR through the monitoring and enforcement of the CR;

WHEREAS, the Town agrees to cooperate with Greenbelt in ensuring such compliance, reserving the right to participate by ensuring that the purposes and conditions of the CR are monitored and enforced by Greenbelt, or its designee.

NOW, THEREFORE the Town and Greenbelt in consideration of the above, further agree to the following:

I. Monitoring

A. Greenbelt Agrees To:

1. Accept primary/lead monitoring responsibilities with respect to the CR, including inspecting the Premises at least once every other year and preparing a monitoring report of all monitoring activities and providing a copy of said monitoring report to the Town. Nothing herein shall impair the Town’s right to inspect the Premises, as provided for in the CR;

2. Undertake direct communication with the Landowner regarding access and monitoring activities, including responding to questions from the Landowner, and conducting any follow-up activities or reports as may be warranted by Greenbelt in its sole judgement, copying the Town on all substantive written correspondence and otherwise keeping the Town informed of all substantive oral communications with the Landowner. Nothing herein impair the Town's right to have direct communications with the Landowner, as provided for in the CR;
3. Maintain records of all communications with the Landowner regarding monitoring activities, corrections of violations, and all reports and follow-up inquiries and responses in a manner that allows access to and retrieval of such communications and reports by Greenbelt and, upon request, the Town;
4. At least ten (10) days prior to Greenbelt's annual monitoring of the CR, Greenbelt shall notify the Town of the proposed monitoring date to provide the Town with the opportunity to accompany Greenbelt on the monitoring visit.

B. The Town Agrees To:

1. Maintain a copy of all monitoring reports in the Town's files; and
2. Reply within fourteen (14) business days to Greenbelt in response to all notifications, correspondence, and other communications from Greenbelt seeking information, assistance, guidance or approval in connection with Greenbelt's monitoring activities, if appropriate.

II. Enforcement

- A. Greenbelt and the Town acknowledge and agree that they each have the right and authority, jointly or individually, but not the obligation, to pursue violations of the CR directly against the Landowner in the manner provided in the CR, and nothing herein shall be interpreted as a release or waiver of the right of either party to do so in accordance with the terms of the CR. Greenbelt and the Town agree, however, that the party designated as "Primary Grantee" per the CR shall have primary responsibility for notifying the Landowner of violations of the CR, seeking correction thereof, and pursuing adequate remediation of any damage to the Premises or to protected resources caused by a violation of the CR by the Landowner, provided that Greenbelt, as the Primary Grantee, keeps the Town apprised in writing of the foregoing concurrently with notices and other communications with the Landowner.
- B. Prior to contacting the Landowner, the Primary Grantee shall consult with the Secondary Grantee regarding all enforcement activities by Primary Grantee, and Secondary Grantee may provide guidance and support to Primary Grantee and/or join in communications with the Landowner. Such guidance and support may include, but shall not be limited to, assessment and determination of negative impacts on protected resources and options for abatement or remediation, consultation regarding opportunities for legal redress, and, subject to appropriation, availability of staff

resources, and support in the form of financial, administrative, or legal assistance in pursuing injunctive and/or other equitable relief in response to violations of the CR.

- C. Greenbelt and the Town hereby agree that if one party hereto pursues enforcement activities against the Landowner, the other party hereto may, but is not obligated to, join in or to support such activities, whether or not due to lack of necessity, lack of funding and other resources, or lack of agreement regarding the appropriate course of action.

III. Notice and Approval. Pursuant to the terms of the CR, including the procedures described in Par. II.E, Landowner is obligated to seek and obtain approval from Greenbelt and the Town in writing for certain activities that Landowner seeks to undertake or allow on the Premises. Although Greenbelt and the Town each have independent rights of approval, Greenbelt and the Town agree to coordinate their actions in the following manner to ensure a timely response to the Landowner:

- A. Greenbelt and the Town agree that Greenbelt shall be the primary point of contact for and to Landowner on all matters pursuant to Par. II.E of the CR. Greenbelt shall communicate directly with Landowner regarding questions or concerns of Greenbelt and/or the Town, or to request additional information, provided, however, that the other party may communicate directly with Landowner should that party find it necessary, advisable, or expedient to do so, provided that Greenbelt is kept fully apprised of any such communications.
- B. Upon receipt by either party of a written request for approval from Landowner (each, an “Approval Request”), that party shall promptly confirm that the other party has also received such Approval Request from Landowner (which confirmation shall be provided in writing, with email being an acceptable form of confirmation) and, if no such confirmation is received within three (3) days, the receiving party shall forward the Approval Request to the other party within the next seven (7) days.
- C. Greenbelt and the Town shall immediately consult with each other regarding the Landowner’s proposed activity, including, but not limited to, whether or not the Landowner has provided sufficient information for Greenbelt and the Town to make an informed decision about the proposed activity by Landowner and any questions or concerns either party may have about the proposed activity by the Landowner.
- D. During the course of consultation between Greenbelt and the Town, Greenbelt and the Town shall endeavor to develop a mutually acceptable response to the Landowner that is consistent with the provisions of the CR.
- E. The Town shall deliver its decision with respect to each Approval Request to Greenbelt in writing no later than the thirtieth (30th) day following the Town’s receipt of such Approval Request; email is an acceptable form of writing provided the Town confirms receipt of said email by Greenbelt.

- F. If Greenbelt concurs with the Town's decision with respect to an Approval Request, Greenbelt shall issue a written response to Landowner within the sixty (60)-day response period set forth in Par. II.E of the CR, which written response will state expressly (i) the mutual decision made by the grantees, (ii) that Greenbelt is acting on behalf of both grantees, and (iii) that the response may be relied upon by Landowner and is binding upon both grantees (each, a "Joint Response to Request for Approval"). Greenbelt shall provide the Town with a copy of the Joint Response to Request for Approval contemporaneously with its delivery to Landowner.
- G. If Greenbelt does not concur with the Town's decision with respect to an Approval Request, the parties shall continue to consult with each other in an effort to reach a mutual decision. At the parties' election, guidance from experts in CR interpretation and/or other relevant subject matter may be sought with the costs of such third-party consultation being shared equally by Greenbelt and the Town. In the event, however, that Greenbelt and the Town fail to agree prior to the end of the sixty (60)-day response period set forth in Par. II.E of the CR, the Approval Request shall be deemed to be denied, and the rejection of the Approval Request shall be deemed the mutual decision of the grantees, and Greenbelt shall deliver to Landowner a Joint Response to Request for Approval denying approval within said time period. Greenbelt shall provide the Town with a copy of the Joint Response to Request for Approval contemporaneously with its delivery to Landowner.
- H. In the event the Town fails to deliver its decision with respect to an Approval Request to Greenbelt in writing by the thirtieth (30th) day following the Town's receipt of such Approval Request, Greenbelt is authorized to issue a Joint Response to Request for Approval to Landowner based upon Greenbelt's judgment alone, and the Town agrees to be bound by Greenbelt's decision, regardless of whether it is an approval or a rejection, with respect to such Approval Request. Greenbelt shall provide the Town with a copy of the Joint Response to Request for Approval contemporaneously with its delivery to Landowner.
- I. Nothing herein shall impair the right of Greenbelt and the Town to bring an action against the Landowner, whether in law or in equity, if a Violation Notice has been sent to the Landowner under Par. II.E.2. of the CR and the Landowner fails to halt the activity cited in the Violation Notice.

IV. Taking Effect and Duration

This Agreement shall take effect only upon the recording of the CR, and shall continue in effect for the life of the CR.

V. Amending and Termination

This Agreement shall be reviewed upon the request of Greenbelt or the Town and can be updated and revised in writing signed by all parties. Either party may terminate this Agreement, for any and no reason, by giving the other written notice thereof at least thirty (30) days prior to said

termination.

VI. Coordination of the Parties

1. This Agreement shall become effective upon signature of all parties.
2. This Agreement may only be amended with the written agreement by all parties.
3. Nothing herein shall modify the responsibilities and obligations of the Town and Greenbelt as set forth in the CR.
4. Greenbelt and the Town shall at no time be considered an agent or representative of the other party in carrying out their respective activities hereunder, and neither party shall represent itself as being or acting as an agent or representative of the other party; provided, however, that this paragraph shall not prohibit Greenbelt from delivering a Joint Response to Request for Approval to the Landowner or performing any other actions on behalf of both parties as expressly set forth herein.
5. Greenbelt and the Town shall each assume all risks in connection with any and all activities it undertakes on the Premises, if any, and shall be solely responsible and answerable in damages and any other remedies for all accidents or injuries to persons or property caused by its activities on the Premises, or by those claiming by, through or under it, including, but not limited to, claims arising from the negligence, carelessness, or intentional acts of such party and its officers, directors, employees, volunteers, and agents.
6. Greenbelt and the Town agree not to make any claims against the other party, its directors, officers, employees, volunteers, and agents for any costs, expenses, actions, claims, damages or penalties arising out of or in connection with any requirement or violation of any law, ordinance or regulation affecting the monitoring and other activities described herein or in the CR, and from any claims arising out of personal injury or death or damage to real or personal property, of whatever kind or nature, unless such claims or any one of them arise from the negligence of either party, its directors, officers, employees, volunteers, or agents.

VII. Compliance with the Law

Greenbelt shall fully comply with all laws having to do with Greenbelt's employees, including, but not limited to, those with respect to antidiscrimination, worker's compensation, employer's liability insurance, immigration, social security, unemployment insurance, hours of labor, wages, working conditions and all other employer-employee related subjects (including, without limitation, tax withholding and information reporting requirements), and Greenbelt shall not do any act, nor permit any act to be done that would constitute a violation of any of such laws. Greenbelt represents that it is and will continue to be an equal opportunity employer, and shall advertise as such, and that Greenbelt shall not engage in any form of discrimination in the employment or hiring of independent contractors, of any personnel, including, without limitation, discrimination as to race, color, creed, religion, age, gender, marital status, sexual preference, national origin or physical disability. Greenbelt shall defend, indemnify and hold the Town harmless from and against any loss of whatsoever kind and nature which may be asserted by any governmental body, entity or person by reason of any act by Greenbelt in violation of said laws or any failure of Greenbelt to act in accordance with said laws, so long as such act or failure to act is not caused or directed by the Town. All employment arrangements are solely Greenbelt's concern and the Town shall have no liability with respect thereto.

VIII. Representatives of the Parties

The following individuals shall be the representatives authorized to implement this Agreement on behalf of their respective organizations:

Town Authorized Representative:

Town of West Newbury Conservation Commission
ATTN: Conservation Agent
381 Main Street
West Newbury, MA 01985
Tel: (978) 363-1100

Greenbelt Authorized Representative:

Essex County Greenbelt Association, Inc.
ATTN: Director of Stewardship
82 Eastern Ave.
Essex, MA 01929
Tel: (978) 768-7241

[Remainder of page intentionally left blank]

Executed under seal as of the ____ day of _____, 2022.

ESSEX COUNTY GREENBELT ASSOCIATION, INC.

By: _____

Name: Katherine Bowditch

Title: President

Hereunto duly authorized

TOWN OF WEST NEWBURY
CONSERVATION COMMISSION

Judith Mizner, Chair

Margaret Hawkins

Katherine Feehery

David Parrott

George Preble

800181/WNEW/0001

pages 3 and 4 in the supplemental packet for details). Archibald suggested a barrier between the alcohol would serving area and the main event as some attendees would be under the age of 21. Anne O'Sullivan and Carolyn Walinski appeared before the Board for the application. Walinski stated a separate alcohol serving area from the main event could be created. Communication with Chief Dwyer and Sgt Johnson concerning the safety and parking plans for the event had taken place and would be revisited as the event date drew closer. Police and Fire would be in attendance for the Touch a Truck portion of the event and future communication would determine if additional support would be required from the departments. **Reed made a motion to approve the one-day liquor license with the condition that the alcohol serving area would be separate from the rest of the event.** Walinski asked if the consumption of the alcohol would also need to be separate from the rest of the event. The Select Board members agreed the area where the alcohol was to be purchased and served would be the only area to be separate from the rest of the event. **Parker seconded. Motion unanimously passed (Yes 3, No 0, Abstain 0).**

B. Notice of failure to elect member of Board of Water Commissioners

Items B and C were taken together (see item C for details).

C. Joint meeting with Board of Water Commissioners to appoint interim Commissioner

Larry Corcoran and Bob Janes, Board of Water Commissioners, and the Select Board held a joint meeting to discuss the vacancy on the BOWC as the elected candidate did not accept the position of Water Commissioner (see exhibit B and C pages 6-8 for details). Blatchford stated the statute does not allow for the runner up of an election to be awarded the position if a failure to elect, due to non-acceptance of position, had occurred. Massachusetts General Law should be followed and the runner-up should be jointly appointed by the two boards. **Parker made a motion to appoint John Duggan as the third member of the Board of Water Commissioners until May 1, 2023. Archibald seconded. The Selectboard unanimously voted in favor (Yes 3, No 0, Abstain 0) and the Board of Water Commissioner unanimously voted in favor (Yes 2, No 0, Abstain 0). Motion unanimously passed.** Blatchford informed John Duggan the oath of office could be completed after the next agenda item as Duggan had attended the meeting.

D. Notice of failure to elect member of Parks & Recreation Commission: call for interested candidates!

Blatchford stated there was a failure to elect a member to the Parks & Recreation Commission as the top vote receiver did not accept the position (see exhibit D page 9 and 10 for details). There was no "runner-up" for this election as the candidates that received the next most votes had tied. Blatchford suggested the position to be advertised and a joint meeting for appointment to take place once applicants respond. Jennings stated it would be advertised on the news announcements and through Facebook. **No motions were made on this item.**

E. Request for temporary road closure, of a portion of Church Street, for use as staging area for Rocks Village Bridge repairs

The written request from SPS New England, Inc. to temporarily close a section of Church Street for use of a staging area to complete repairs on the Rocks Village Bridge was presented to the Select Board (see exhibit E pages 11-19 for details). Giulio Pellegrini, project manager for SPS New England, Inc., and Wayne Amaral, DPW Director, appeared before the Select Board virtually. Pellegrini addressed the concerns of the Select Board. It was stated that storage of fuel would not take place in the staging area and the majority of the equipment to be used would be marine equipment (i.e., barges, cranes, lifts). The equipment located on land would be used to receive materials and it was not anticipated that any damage would occur to the roadway. Pellegrini stated a docking system would be installed next to the boat ramp to allow for access to the equipment located in the water. Parker asked for clarification as to whether the repairs would be temporary or permanent. The positioning and bracing of the bridge in the open position was described as a temporary repair, while the permanent repair would occur once the steel materials were received. Pellegrini stated the goal was to have the bridge operational by the end of August but there were many factors that could impede that timeframe. **Parker made a motion to grant the request for the temporary road closure, a portion of Church Street, for use as a staging area for the Rocks Village Bridge. This would remain valid through December 2022. Archibald seconded. Motion unanimously passed (Yes 3, No 0, Abstain 0).**

F. Update regarding Cortland Lane survey, and discussion of parking and access for new conservation land off of Coffin Street

The survey images of the area were presented on the monitor for the Select Board (see exhibit F pages 20-33). The placement of the utility monuments and mailboxes in the right-of-way were discussed. Jennings stated a consultant from KP Law Group recommended a licensing permit for the utility monuments. The Select Board discussed the placement of fencing for the proposed off street parking area, roughly 18x20 ft, that would extend into the right-of-way.

Albert Ting appeared before the Select Board and asked who to contact if the fencing needed to be removed in order to access the land. Parker and Reed agreed the DPW would be the only department required to contact to move the fencing. Ting stated the desire to have documented assurance that access to the land abutting the conservation land would not be cut off.

The Scenic Road Bylaw was discussed in relation to trees which were planted in the right-of-way. Wayne Amaral, DPW Director, appeared before the Select Board virtually. Amaral discussed the tree removal process, if required by the Scenic Road Bylaw, and the trees currently located on the right-of way.

John Neal appeared before the Select Board virtually. Neal asked the Select Board to consider on-street parking in order to make the process simpler and to avoid construction of the parking area. The Select Board discussed the options for on-street parking in the cul-de-sac versus an off-street parking area on the right-of-way. Amaral stated the maintenance for the off-street parking would require replenished gravel roughly once a year whereas no maintenance would be required for the on-street parking. **Parker made a motion to support creating 2 off-street parking spots.** The board discussed the removal of a tree in the right of way to create the parking area. Jennings suggested to create 2 alternative parking area layouts to determine which option would be best for the neighborhood. **Reed seconded. Motion unanimously passed (Yes 3, No 0, Abstain 0).** Jennings stated the site visit would be scheduled in June, the direct abutters would be notified, and the site visit would be publicly posted. It was clarified that the marking of the proposed parking areas would take place prior to the site visit.

G. Public hearing regarding proposed amendments to Personnel Policy (regarding sick accruals for qualified part-time employees)

Parker made a motion to open the public hearing. Reed seconded. The motion to open the public hearing unanimously passed (Yes 3, No 0, Abstain 0).

Jennings stated no formal written comments were received concerning the proposed amendments. The maximum limits of accrued sick time for full-time and qualified part-time employees were compared (see exhibit F pages 34-38). The Select Board discussed if the hours accrued for qualified part-time employees should be pro-rated. Jodi Bertrand addressed the Select Board and stated interest in the number of hours full-time employees worked in relation to the hours of sick time accrued. Jennings clarified that full-time employees work 40hrs a week and stay past the hours of building operation hours. **Parker made a motion to adopt the amended sick leave policy 5.2.1 as presented. Archibald seconded.** It was decided the effective date of the amendment would be June 1, 2022. **Motion unanimously passed (Yes 3, No 0, Abstain 0).** **Archibald made a motion to close the public hearing. Parker seconded. Motion to close the public hearing unanimously passed (Yes 3, No 0, Abstain 0).**

H. Public hearing regarding proposed amendments to Personnel Policy (regarding personal-day accruals for qualified part-time employees)

Parker made a motion to open the public hearing. Archibald seconded. The motion to open the public hearing unanimously passed (Yes 3, No 0, Abstain 0).

The proposed amendment would allow full-time employees to receive 16hrs of paid personal time per year and qualified part-time employees to receive 8hrs per year based on a 20hrs work week. If a qualified part-time employee worked over 20hrs, additional personal time would be accrued on a pro-rated basis. All personal leave would be required to be used at minimum in 4-hour increments (see exhibit H pages 36-37 for details). Jennings stated the policy would not apply to employees in a collective bargaining agreement or the 3 contracted employees (Town Manager, Police Chief, and Town Accountant Business Manager). **Parker made a motion to adopt the amended Personal Leave policy 5.9 as presented, effective July 1st, 2022. Reed seconded.** Further discussion and clarification of the accrual of hours for qualified part-time employees took place. **Motion unanimously passed (Yes 3, No 0, Abstain 0). Archibald made a motion to close the public hearing. Reed seconded. Motion to close the public hearing unanimously passed (Yes 3, No 0, Abstain 0).**

I. Review of proposed policy regarding scheduling of site visits

Jennings presented the proposed policy and reviewed the edits from the prior draft (see exhibit I page 38 for details). The Select Board discussed increased travel time on the weekends, alternatives to weekend site visits, designated special municipal employees, and whether compensation should be included for site visits outside the normally scheduled work days/hours. Jennings suggested to ask the consultants at the Collins Center how other communities have handled similar situations with off hours work. Archibald stated if compensation was to be included for visits of this nature, it should not be written into policy and should be included in the job description. **Reed made a motion to accept the Scheduling Site Visits Policy as presented. Parker seconded. Motion unanimously passed (Yes 3, No 0, Abstain 0).**

J. Review of draft Motions for articles included on Annual and Special Town Meetings warrants

Jennings presented the draft motions for the articles included on the Annual and Special Meetings warrants (see exhibit J pages 5-18 for details). Blatchford discussed the language used in article 31, the original intent of the article, and the draft motion for the article. It was stated the motion would be reviewed with the moderator prior to the Annual and Special Meeting. Jennings reviewed the motions for articles 19 and 20 and stated the clause language for disposal of the vehicles would need to be added. The Select Board discussed having one of the members of the Select Board read all of the motions at the Annual and Special Meeting instead of the proposing body for the article. A 2-year sunset clause of June 30, 2024 was added to article 3 and a 1-year sunset clause of June 30, 2023 was added to article 4 of the Special Town Meeting. Jennings stated the Finance Committee would be asked to re-consider the recommendation for article 6 at the FINCOM meeting Saturday morning prior to the Town Meeting. Due to the School Committee meeting scheduled to vote on the school



Town of West Newbury
 381 Main Street, West Newbury, MA 01985
 Tel. 978-363-1100, ext. 115 Fax 978-363-1826
selectboard@wnewbury.org

August X, 2022

Paul Stedman, District 4 Highway Director
 519 Appleton Street
 Arlington, MA 02476

Dear Mr. Stedman,

On behalf of the Town of West Newbury's Select Board, I am writing to you in regards to pedestrian safety on Main Street (State Route 113) in our town. Over the past few years, the community has experienced an increase in pedestrian volume around our town and many of this increased pedestrian activity is occurring on Main Street.

With the recent Rocks Village Bridge closure, which has increased vehicle volumes on Main Street, and post-pandemic pedestrian and bicycle volume increases around town, we have heard many complaints from our residents regarding crosswalk safety on Main Street.

About two years ago, MassDOT updated two crosswalks on Main Street at both our schools from standard 12" wide parallel lines to 12" wide ladder type crosswalks. They have since failed due to plowing; however, when present, their visibility was much greater than the standard crosswalk.

The Select Board would like to request that the standard 12" wide parallel line crosswalks at our high pedestrian volume crosswalks on Main Street also be upgraded to the more visible 12" wide ladder type crosswalks in thermoplastic, tape or epoxy material. This improvement would be welcomed by our community and studies have shown that ladder type crosswalks are more visible than standard 12" parallel lines crosswalks. We were hoping that these upgrades could be done during MassDOT's scheduled routine repainting program for Main Street.

We have prepared a list of what we believe to be our high pedestrian volume crossings on Main Streets. These crosswalks are located on;

1. Main Street at Crane Neck Street
2. Main Street at Harrison Avenue
3. Main Street at Merrill Street
4. Main Street at Newell Farm Drive
5. Main Street in front of #282 at signalized intersection. (The painted stop lines should also be moved to a point 40 feet from the traffic signal head indications.)
6. Main Street at Maple Street

7. Maple Street at Main Street
8. Church Street at Main Street
9. Main Street in front of #378 (Town Offices)
10. Main Street in front of #384 (Town Offices)
11. Main Street at Bachelor Street
12. Bridge Street at Main Street
13. Main Street in front of #491 Main Street (Town Hall)

The upgrading of these crosswalks would improve the safety at these selected crossings in our town and continue to support walking as a viable alternative to driving and also continue to support our recreational walking activities.

Any assistance that you can offer would be appreciated. If you have any questions or concerns, please feel free to contact me at DPWDirector@WNewbury.org or by phone at 978-992-8915.

Sincerely,

Wayne S. Amaral
DPW Director / CPO

cc:

Angus Jennings, Town Manager
Select Board Members

Town Clerk

From: Town Manager
Sent: Wednesday, July 27, 2022 10:09 AM
To: David Archibald; Rick Parker; Wendy Reed
Cc: Town Clerk; DPW Director
Subject: Fwd: MVPC Mayors, Managers and Town Administrators Roundtable

Program referenced below may offer an opportunity to advance planning for safety improvements in Elwell Square, per Dick Cushing's suggestion the other night. Jim, please save this email and the attachment that I will shortly forward to the meeting materials for the boards August 8 meeting. Wayne, we can talk this over when we're both back in the office next week. Thanks

Angus Jennings, Town Manager
Town of West Newbury
Town Office Building
[381 Main Street](#)
[West Newbury, MA 01985](#)
[\(978\) 363-1100 x111](#)
townmanager@wnewbury.org

Sent from my mobile device

Begin forwarded message:

From: Jerrard Whitten <jjwhitten@mvpc.org>
Date: July 27, 2022 at 9:43:45 AM EDT
To: Town Manager <townmanager@wnewbury.org>, Anthony Komornick <akomornick@mvpc.org>
Cc: Betsy Goodrich <bgoodrich@mvpc.org>
Subject: RE: MVPC Mayors, Managers and Town Administrators Roundtable

Good morning Angus,
Your interpretation is correct in that MVPC's Transportation Program is assembling the SS4A grant on behalf of the MVPC region. We have attended informational webinars with US DOT about this program and regional applications are strongly encouraged so Betsy has prepared and distributed a participation MOU for those communities who wish to participate. We are certainly hoping West Newbury joins in and the next step would be to execute the agreement she has distributed and assign a community liaison. At this juncture, we are pursuing matching funds through MassDOT and are not anticipating needing funds appropriate from municipalities. The SS4A grant also allows for in-kind match so in addition to the contribution we are seeking from MassDOT, we can itemize the time of our community liaisons and use that as match.

Thank you for touching base about this and let us know if you have any follow up questions.
~Jerrard

From: Town Manager <townmanager@wnewbury.org>
Sent: Tuesday, July 26, 2022 3:57 PM

Town Manager

From: Jerrard Whitten <jjwhitten@mvpc.org>
Sent: Wednesday, July 27, 2022 9:44 AM
To: Town Manager; Anthony Komornick
Cc: Betsy Goodrich
Subject: RE: MVPC Mayors, Managers and Town Administrators Roundtable

Good morning Angus,

Your interpretation is correct in that MVPC's Transportation Program is assembling the SS4A grant on behalf of the MVPC region. We have attended informational webinars with US DOT about this program and regional applications are strongly encouraged so Betsy has prepared and distributed a participation MOU for those communities who wish to participate. We are certainly hoping West Newbury joins in and the next step would be to execute the agreement she has distributed and assign a community liaison. At this juncture, we are pursuing matching funds through MassDOT and are not anticipating needing funds appropriate from municipalities. The SS4A grant also allows for in-kind match so in addition to the contribution we are seeking from MassDOT, we can itemize the time of our community liaisons and use that as match.

Thank you for touching base about this and let us know if you have any follow up questions.
 ~Jerrard

From: Town Manager <townmanager@wnewbury.org>
Sent: Tuesday, July 26, 2022 3:57 PM
To: Jerrard Whitten <jjwhitten@mvpc.org>; Anthony Komornick <akomornick@mvpc.org>
Subject: RE: MVPC Mayors, Managers and Town Administrators Roundtable

Hi Jerrard, Tony,

I was unable to attend the recent meeting. Am I reading the SS4A grant info to mean that MVPC will be putting in a grant this fall, including municipalities who sign on as a joint applicant?

If West Newbury is interested to participate in the grant, would our next steps be to assign a community liaison to MVPC for this purpose? Should we also consider seeking matching funds at our Fall Town Meeting (in proportion to whatever would be WN's share of the overall grant application)?

Thanks for clarifying!
 Angus

Angus Jennings, Town Manager
 Town of West Newbury
 Town Office Building
 381 Main Street
 West Newbury, MA 01985
 (978) 363-1100 x111
townmanager@wnewbury.org

From: Mayor Gove <govek@amesburyma.gov>
Sent: Tuesday, July 26, 2022 3:48 PM
Cc: Jerrard Whitten <jjwhitten@mvpc.org>
Subject: MVPC Mayors, Managers and Town Administrators Roundtable



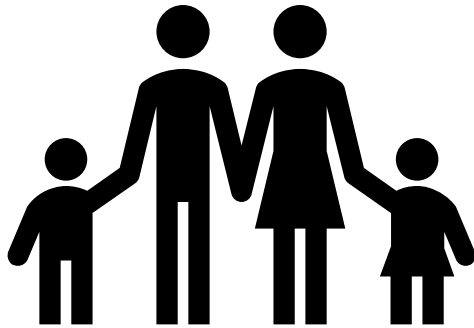
Safe Streets and Roads for All Users

U.S. DOT Discretionary Grant
Program

Purpose of the Grant

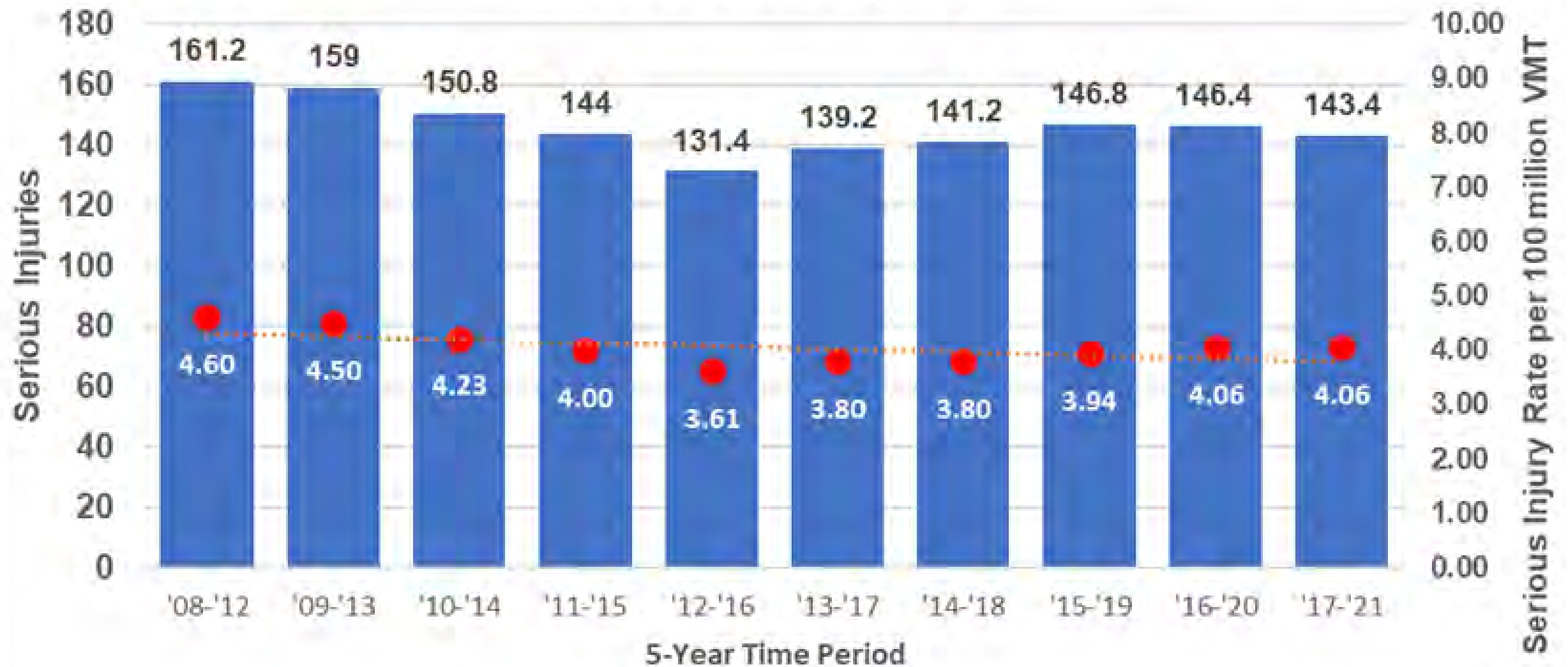
Support planning, infrastructure, behavioral, and operational initiatives to **prevent death and serious injury on roads and streets involving all roadway users**, including pedestrians; bicyclists; public transportation, personal conveyance, and micromobility users; motorists; and commercial vehicle operators.

Why is this important?



Fatalities and Serious Injuries Resulting from Crashes by Community 2017-2021				
	Non-Motorist Fatalities/ Serious Injuries	All Fatalities	All Serious Injuries	Total
Amesbury	2	3	22	25
Andover	4	21	86	107
Boxford	1	5	32	37
Georgetown	0	4	18	22
Groveland	1	1	5	6
Haverhill	25	20	146	166
Lawrence	29	10	175	185
Merrimac	0	2	9	11
Methuen	5	14	90	104
Newbury	2	2	24	26
Newburyport	5	6	13	19
North Andover	8	4	44	48
Rowley	1	3	17	20
Salisbury	2	7	32	39
West Newbury	1	1	6	7
Grand Totals	86	103	719	822
Source: MassDOT				

Merrimack Valley Serious Injuries (5-Year Averages)



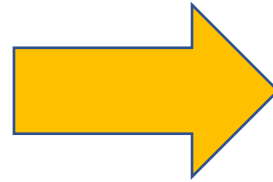
5-Year Average Serious Injuries

5-Year Average Serious Injury Rate

Trendline (Injury Rate)

Grant Types

**Comprehensive
Safety Action
Plan Grant**



**Implementation
Grant**

Important Information

Applications Due:	September 15, 2022
Grant Size:	\$200,000-\$5,000,000
Match:	20% (MassDOT may provide match)
Award Announcement:	December/January

Who Can Apply? **Municipalities and MPOs**

Joint applications that engage multiple jurisdictions in the same region are encouraged.

Components of the Plan

- Leadership Commitment with Goals
- Planning Structure (i.e., committee)
- Safety Analysis
- Robust Public Engagement
- Equity – Inclusiveness/analysis/strategies
- Policy and Process Changes
- Strategy and Project Selection (focus on equity/data/safe systems approach)
- Progress and Transparency (Performance Measures)

Next Steps

- MVPC will draft the application
- MVPC will be the lead applicant
- Each community will be a joint applicant and will need to sign a joint applicant form
- Assign a community liaison to coordinate with MVPC

Town Manager

From: Conservation
Sent: Tuesday, August 2, 2022 5:13 PM
To: Town Manager
Cc: Rick Parker; NPau; whittideck@verizon.net; ppreeser; Kevin Stacey; Daniel McNamara
Subject: Invasives Removal - Cherry Hill

Hi Angus,

As I mentioned today, the invasive plant working group is looking to hold an invasive plant removal event at Cherry Hill on August 17th or 18th (currently, the 18th is looking better for me but if possible lets keep both dates open for now). Mapping information can be found [here](#). If you click on certain points you can then select the Record ID number which will pull up more information including, in some cases, a polygon of the infested area and the percent of coverage as calculated by Kevin or Dan. Please note when comparing this area to MIMAP with parcel layers, it appears some surveying may have inadvertently occurred on abutting property not owned by the town. I will delete these points from EddMaps.

Cherry Hill was chosen due to the area being away from wetlands and not requiring any permits under the Wetlands Protection Act for the removal activities as long as they occur on the northern most portion of the parcels, away from the reservoir.

Myself, Dan and Kevin, and members of the working group as available would flag the invasives to be removed ahead of time, mostly autumn olive and multiflora rose, then we'd have a morning and late afternoon/early evening session where interested members of the public could come and assist with removal of the invasive plants learning more about invasive plants in the process.

The Town has one extractagator which can be used to pull plants and volunteers would be asked to supply their own gloves as some plants may be able to be pulled by hand and bring loppers if they had access to them. Some of the plants may be too big to pull in which case they would be cut and after the public had left one of the working group members would treat the stump with herbicide (this is the preferred method for many woody invasives that are too large to remove by pulling or are located in sensitive areas where pulling is too disruptive to the soil, info can be found [here](#)).

For disposing of the removed plant material, it was suggested that creating a brush pile in the middle of the field and burning the invasives may be the best method for disposal when considering the size of some of the plants and wanting to ensure a population is not introduced to a new site by hauling and attempting to compost the material (burning is a preferred disposal method for larger woody stemmed plants, info can be found [here](#)). The burning itself would be done at a later date after the plant material had time to dry out and once the fire risk was lower due to drought conditions improving. I have a call out to Chief Mike Dwyer to hear his thoughts and see about getting a burn permit.

Working group members, I've included you for awareness and also to give you the opportunity to expand on anything I may have missed above. Angus will be including this for SB review at their next meeting on 8/8. I will be on vacation from 8/3 to 8/9 checking emails sporadically so if there is any key information you'd like Angus to be able to provide to the SB, please make sure to reply all on this chain so it is not delayed by me getting it to him.

Dan and Kevin, I know you shared some interest in learning more about the decision making / actionable side of land management / invasives removal so I wanted to include you on this email for awareness.

Michelle Greene
Conservation Agent
Town of West Newbury
381 Main Street
West Newbury, MA 01985
Office: (978) 363-1100 x126
Mobile: (978) 891-0238
conservation@wnewbury.org

Town Manager

From: Tony Roselli [REDACTED]
Sent: Wednesday, August 3, 2022 5:55 PM
To: Town Manager
Cc: Town Accountant
Subject: RE: Contract for Audit services
Attachments: Engagement Letter - West Newbury 2021, 2022, 2023.pdf

Hi Angus/Stephanie

Attached is the engagement letter – time flies – seems like yesterday we were just getting the last one signed. I honored the \$20,500 for this year but going forward I had to increase it – with salaries bumping up 10% and gas prices up and benefits growing out of control in addition to all the new audit standards it's getting very difficult for us to keep prices down.

I just put in a bid for Georgetown next door at \$25,000 plus \$5,000 for single audit and that was matching Powers and Sullivan prices. Anyhow, I tried to keep it reasonable because I like working with you guys and it's a short commute for me which all counts.

Thanks and I hope you are both having a great summer.

Tony

From: Town Manager <townmanager@wnewbury.org>
Sent: Wednesday, August 3, 2022 1:25 PM
To: Tony Roselli <[REDACTED]>
Cc: Stephanie Frontiera <townaccountant@wnewbury.org>
Subject: Contract for Audit services

Hi Tony,

Based on our correspondence last winter, we carried the same \$20,500 in the operating budget for FY22 audit, but our present contract with your firm only ran through June 30, 2022.

Under the Town Manager Act, the Select Board is the appointing authority for the Auditor, so we'd like to get them a proposal to act upon. They have upcoming mtgs on Aug 8, 22 and 29. Please send a proposal when you can and we'll put this on the next agenda after receipt.

Please call if any questions –

Thanks,
 Angus

Angus Jennings, Town Manager
 Town of West Newbury
 Town Office Building
 381 Main Street
 West Newbury, MA 01985
 (978) 363-1100 x111
townmanager@wnewbury.org



ROSELLI, CLARK & ASSOCIATES
CERTIFIED PUBLIC ACCOUNTANTS

500 West Cummings Park
Suite 4900
Woburn, MA 01801

Telephone: (781) 933-0073

www.roselliclark.com

August 3, 2022

Town of West Newbury
Honorable Select Board
Mr. Angus Jennings, Town Manager
West Newbury, MA

Dear Mr. Jennings:

We are pleased to confirm the understanding of the services we are to provide for the Town of West Newbury for the years ended June 30, 2022, 2023 and 2024. We will audit the financial statements of the governmental activities, business-type activities and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of, the Town of West Newbury, as of and for the years ended June 30, 2022, 2023 and 2024. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis, to supplement the Town of West Newbury's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of the financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of West Newbury's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules
3. Schedule of Proportionate Share of Net Pension Liability
4. Schedule of Contributions to Pension Plan
5. Schedule of Changes in Net OPEB Liability and Related Ratios
6. Schedule of Contributions to OPEB Plan
7. Schedule of Investment Returns – OPEB Plan

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records of the Town of West Newbury and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Town of West Newbury's financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue a report or may withdraw from this engagement.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and they may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements and related matters.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of West Newbury's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements and related notes of the Town of West Newbury in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information.

You also agree to either (a) include the audited financial statements with any presentation of the supplementary information that includes our report thereon, or (b) make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements and related notes as nonaudit services we provide. Furthermore, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information, and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations.

If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to perform to complete the engagement within the established deadlines and may result in a delay or inability to complete the engagement within the established deadlines, if such cooperation or assistance is not provided by your key personnel.

We may provide copies of our reports to other governmental entities as requested; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Roselli, Clark & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to your regulating agency(ies) or its designee for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Roselli, Clark & Associates personnel or designee. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by your regulating agency(ies). If we are aware that a federal awarding agency is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Tony Roselli, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs, (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed the following:

Fiscal 2022 - \$20,500

Fiscal 2023 - \$22,000

Fiscal 2024 - \$23,000

A - The fees above do not contemplate an audit of your federal awards, which is commonly referred to as a Single Audit. A Single Audit is required if you expend more than \$750,000 in federal awards in a fiscal year. Should you require a Single Audit, an additional audit fee will apply. We expect that this fee will be \$5,000 for the first federal award subject to a Single Audit and \$1,500 for each additional federal award subject to a Single Audit. We will promptly notify you in the event it is determined that a Single Audit applies.

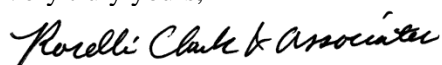
Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant

additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We are to provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. A copy of the peer review report can be viewed and obtained on our website at: www.roselliclark.com.

We appreciate the opportunity to be of service to the Town of West Newbury and believe that this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Very truly yours,



Roselli, Clark & Associates
Certified Public Accountants

CERTIFICATION:

Roselli, Clark and Associates hereby certifies that it is familiar with the provisions of M.G.L. c.268A, the Massachusetts Conflict of Interest Law, and it has no relationship that would constitute a violation of c.268A.

Roselli, Clark and Associates is independent with respect to the Town of West Newbury, in accordance with standards promulgated by the American Institute of Certified Public Accountants and Government Accountability Office.

RESPONSE:

This letter correctly sets forth the understanding of the Town of West Newbury.

Signature: _____

Title: _____

Date: _____

Finance Admin

From: Town Manager
Sent: Tuesday, July 26, 2022 4:00 PM
To: Lee Ann Delp; Town Accountant
Cc: Michael Dwyer; Finance Admin
Subject: RE: FY23 EMA reappointments

Yes this is an easy fix, thanks for the quick response.

If any others should have been listed but not please let me know on/by next Thursday 8/4 (for the 8/8 Select Board mtg). Thanks -

Angus Jennings, Town Manager
Town of West Newbury
Town Office Building
381 Main Street
West Newbury, MA 01985
(978) 363-1100 x111
townmanager@wnewbury.org

From: Director Lee Delp <ema@westnewburysafety.org>
Sent: Tuesday, July 26, 2022 3:59 PM
To: Town Accountant <townaccountant@wnewbury.org>
Cc: Town Manager <townmanager@wnewbury.org>; Michael Dwyer <dwyer@westnewburysafety.org>; Finance Admin <finance.admin@wnewbury.org>
Subject: Re: FY23 EMA reappointments

Hi everyone yes Stephanie should be on this list it was an error on our part neither Mike nor I caught it. Is it possible to get her appointed at the next selectmen's meeting? Thank you and I apologize for the oversight.

Lee

Sent from my iPhone

On Jul 26, 2022, at 3:31 PM, Town Accountant <townaccountant@wnewbury.org> wrote:

Hello:

Just a quick question on this. Do I need to be appointed?

Thank you,

Stephanie Frontiera, CGA

Town Accountant/ Business Manager
Town of West Newbury
Town Office Building
381 Main Street
West Newbury, MA 01985
(978) 363-1100 x112
townaccountant@wnewbury.org

From: Director Lee Delp <ema@westnewburysafety.org>
Sent: Monday, July 18, 2022 1:36 PM
To: Town Manager <townmanager@wnewbury.org>
Cc: Michael Dwyer <dwyer@westnewburysafety.org>; Town Accountant <townaccountant@wnewbury.org>; Finance Admin <finance.admin@wnewbury.org>
Subject: Re: FY23 EMA reappointments

Thank you

Sent from my iPhone

On Jul 18, 2022, at 1:23 PM, Town Manager <townmanager@wnewbury.org> wrote:

Please find attached for your records, as voted by the Board at their meeting last Monday 7/11. Please let me know if any questions.

Thanks,
Angus

Angus Jennings, Town Manager
Town of West Newbury
Town Office Building
381 Main Street
West Newbury, MA 01985
(978) 363-1100 x111
townmanager@wnewbury.org



Town of West Newbury
Select Board
Monday, July 11, 2022 @ 7:00pm
381 Main Street, Town Office Building
www.wnewbury.org

M

Open Session Meeting Minutes- Draft

Open Session: The meeting was called to order at 7:11 pm by Chairperson Archibald.

Participation at the Meeting:

Richard Parker, David Archibald, and Wendy Reed *Select Board Members*
Angus Jennings, *Town Manager* (Absent)
James Blatchford, *Town Clerk*
Bob Janes
Karen Tyler, *Veterans' Agent*
Pamela Shaffer (virtually)
Deborah Hamilton
Derek Mitchell
Dan McNamara and Kevin Stacey *Invasive Species Interns*
Sam Joslin, *Building Inspector*
Wayne Amaral, *DPW Director*
Stephanie Frontiera, *Town Accountant*

Announcements:

- This meeting is being broadcast on local cable TV and recorded for rebroadcast on the local cable channels and on the internet. Meeting also accessible by remote participation; See agenda for details.
- Page School Playground Grand Opening / Ribbon-Cutting – Tuesday, July 12th at 5pm (see page 5 for details)
- Special Board meeting to review draft conceptual plans for Mill Pond All Access Trail, Monday, July 18th
- 2022 Summer Bandstand Concert Schedule– Thursdays through Aug. 25th, at 6:30pm: list of performers online!
- Call for volunteers! Open positions on Boards/Commissions/Committees. See www.wnewbury.org/volunteer
- Recent change to MVRTA bus route, now providing service to Groveland (see pages 7-9 for details)
- Reminder to subscribe for emailed Town news/announcements at <https://www.wnewbury.org/subscribe>

Regular Business

A. Proposed Declaration of West Newbury as a Purple Heart Community – Bob Janes, Karen Tyler

Bob Janes appeared before the Select Board and stated West Newbury would benefit from becoming a Purple Heart Community (see exhibit A pages 10-17 for details). Janes informed the Select Board that at least one Purple Heart veteran lived in town and the proclamation would honor all community veterans wounded or killed while serving the country. Janes stated a ceremony would be planned for August 7th as that was the day the Purple Heart was first awarded. Archibald read the proclamation aloud for the remote viewers to hear.

Parker made a motion to accept the proclamation as presented. Reed seconded. Motion unanimously passed (Yes 3, No 0, Abstain 0). Blatchford stated 3 signs would be displayed on the main roads upon entering West Newbury. Janes informed the Select Board there would be no financial impact on the town as the American Legion would be covering the costs of the signs. The Select Board discussed if a further vote was needed to accept the donation. Blatchford clarified the Select Board only needed to approve the proclamation.

B. Request for approval for temporary sign to promote the Jeanne Geiger Crisis Center's 31st Annual Walk Against Domestic Violence, to be held on Sunday, October 2nd, 2022

Open Session Meeting July 11, 2022

Posted Agenda on 7/7/2022 at the Town Offices and the Town's Official Website www.wnewbury.org

The Select Board discussed the request to hang a 3'x8' banner within the Rt.113 right-of-way near Page School from September 5, 2022 through October 3, 2022 (see exhibit B pages 18-19 for details). Wayne Amaral appeared before the Select Board virtually. Amaral stated the banner could not be hung over Rt.113 without a state permit, which the town does not issue, but could be placed along the roadside. **Reed made a motion to approve a 3'x8' banner within the route 133 right-of-way near Page School from September 5, 2022 through October 3, 2022. Parker seconded.** Parker asked if Amaral could help with the placement of the banner as the motion approved the group to use either the Pipestave or the Page School side of the right-of-way. Amaral agreed and stated the banner would not be placed too close to the road where it could obstruct the view of traffic. **Motion unanimously passed (Yes 3, No 0, Abstain 0).**

C. Applicants for appointment to Affordable Housing Trust: Kevin Bowe; Donna Garcia; Deborah Hamilton; Derek Mitchell; Pamela Shaffer

Blatchford stated the committee would consist of 6 community residents and 1 Select Board member (see exhibit C pages 20-25 for details). Blatchford informed the Select Board that 5 applications had been received and 3 of the applicants were in attendance.

Pamela Shaffer appeared virtually before the Select Board. Shaffer described prior experience serving on the Housing Authority Board and had helped create the affordable housing on Bachelor Street and the Senior Housing near the Town Offices Building.

Deborah Hamilton appeared before the Select Board in person and spoke of prior experience on the Affordable Housing Bylaw Committee and current position to the Planning Board. Hamilton stated the town was in critical need of affordable housing for future generations, employees, and seniors.

Derek Mitchell appeared before the Select Board in person. Mitchell stated prior experience working with non-profit entities, real estate, and small-scale development.

Archibald made a motion to appoint Kevin Bowe, Donna Garcia, Deborah Hamilton, Derek Mitchell, and Pamela Shaffer to the new Affordable Housing Trust. Reed seconded. The Select Board discussed the terms of appointment. **Parker made an amendment to the motion to appoint Pamela Shaffer, Derek Mitchell, and Deborah Hamilton to serve two-year terms; and to appoint Kevin Bowe and Donna Garcia to serve a one-year term. Motion unanimously passed (Yes 3, No 0, Abstain 0).** Blatchford stated an email listing the required documents and process of being sworn in would be sent to all the appointed parties.

Item E was taken out of order at this time.

E. Introduction of Invasive Species Interns and overview of work program

Dan McNamara and Kevin Stacey appeared before the Select Board (see exhibit E page 27) to discuss the progress of the internship. McNamara and Stacey explained they had mapped out different invasive species around town over the past 5 weeks and had completed the Pipestave and Mill Pond Recreation Areas. It was stated some invasive plant removal was completed but the work was primarily mapping the areas affected by the overgrowth. McNamara and Stacey stated that each data point recorded contained the size of the invasive species plant and a picture for reference. A presentation for the Select Board would be planned for August 22, 2022 at the completion of the internship. McNamara and Stacey stated Bittersweet was the most prevalent invasive plant to this point and Riverbend was the next area to be mapped on the following week.

Deb Hamilton addressed the Select Board with concerns surrounding the back field of Mill Pond and the Riverbend trail overgrowth due to the invasive plants. **No motion was made at this time.**

Item F was taken out of order at this time.

F. Discussion of potential to initiate Recodification of Zoning Bylaws – Sam Joslin, Building Inspector

Sam Joslin appeared before the Select Board and discussed the need to re-organize the zoning and create a comprehensive guide for both the town departments and the residents (see exhibit F pages 28-32 for details). Joslin explained the current organization was very confusing, contradictory in some areas, and no longer legally

Open Session Meeting July 11, 2022

Posted Agenda on 7/7/2022 at the Town Offices and the Town's Official Website www.wnewbury.org

viable in other sections. Joslin proposed using a new format with updated language and updated zoning to include solar and wind areas. While the flow pattern proposed would be similar to Newbury and Groveland, Joslin stated the content would be specific to West Newbury and would reduce the workload of each department.

The Select Board and Joslin discussed the importance of updating this as a whole instead of fixing it piece by piece. Discussion continued as to how the changes should be made, presented to the community during a town meeting, and how the updates would need to be approved by the Attorney General as well. Joslin asked the Select Board if they would support approaching the Planning Board with this proposal. The Select Board found no objections with Joslin's request. Joslin stated if the revisions were ready for Spring Town Meeting, it would be determined how much involvement the Planning Board would like to have in the presentation to the community. **No motion was made at this time.**

Item H was taken at this time.

H. Review of proposed FY22 Line-Item Transfer requests

Wayne Amaral appeared before the Select Board virtually to answer any questions (see exhibit H page 34 for details). The Select Board decided to go through line-item transfers by department and to cast separate motion for each. **Archibald made a motion to approve the interdepartmental end of the year transfer for the DPW as noted in the packet. Reed seconded. Motion unanimously passed (Yes 3, No 0, Abstain 0).**

Archibald made a motion to approve the interdepartmental end of the year transfer for the Fire Department as noted in the packet. Parker seconded. Motion unanimously passed (Yes 3, No 0, Abstain 0).

Archibald made a motion to approve the end of the year transfer for the Police Department in the amount of \$54,293. Reed seconded. Motion unanimously passed (Yes 3, No 0, Abstain 0).

Parker made a motion to approve the request for appropriation from the Veteran's Benefits/Expenses to the Soldier Grave Expense in the amount of \$1032. Archibald seconded. Motion unanimously passed (Yes 3, No 0, Abstain 0).

Archibald made a motion to approve the end of the year transfer for the Board of Health in the amount of \$111,000.51. Reed seconded. Motion unanimously passed (Yes 3, No 0, Abstain 0).

Parker made a motion to approve the Finance Department transfer from Finance Corporate Expenses to FICO in the amount of \$1935.62. Archibald seconded. Motion unanimously passed (Yes 3, No 0, Abstain 0).

Archibald made a motion to approve the transfer in the amount of \$469.69 from the Assessor's Account to the Planning Salary and Wages Account. Reed seconded. Motion unanimously passed (Yes 3, No 0, Abstain 0).

Archibald made a motion to approve the intradepartmental transfer from Planning Expenses to the Planning Salary and Wages Account in the amount of \$1447.77. Parker seconded. Motion unanimously passed (Yes 3, No 0, Abstain 0).

Item D was taken at this time.

D. Requests for reappointment of Emergency Management Agency representatives/staff for FY23

Open Session Meeting July 11, 2022

Posted Agenda on 7/7/2022 at the Town Offices and the Town's Official Website www.wnewbury.org

Archibald made a motion to approve the listing of people, as noted in the packet, for re-appointment of Emergency Management Personnel with the term ending June 30, 2023. Parker seconded. Motion unanimously passed (Yes 3, No 0, Abstain 0).

Item G was taken at this time.

G. Discussion of date options for Fall 2022 Special Town Meeting

Blatchford stated this item was placed on the agenda for discussion and a decision was not needed at this time (see exhibit G page 33 for details). Blatchford stated the Town Moderator had voiced the opinion that a weekend morning Town Meeting appeared to be favorable to the community and increased attendance. The Select Board briefly discussed holding the meeting outdoors versus indoors and how weather would be the deciding factor. The Select Board discussed difficulties parents could have attending the meeting on a Saturday morning if their children were involved with sports. Discussion continued surrounding the possibility of alternating between a weekend morning and weekday night for the next few Town Meetings.

The Select Board and Blatchford discussed October 22nd and October 24th as potential options for the Fall Town Meeting. Parker stated a personal engagement had been scheduled for October 22nd and would not be able to attend. Blatchford stated conversation would continue in future Select Board meetings concerning the scheduling of the Fall Town Meeting. **No motion was made at this time.**

At this time, Stephanie Frontiera, Town Accountant, appeared virtually before the Select Board to answer questions regarding the item-line transfers in Item H.

Frontiera explained that departments with a remaining budget were used to equal out departments with a negative balance. The Select Board and Frontiera discussed why some departments had surpassed their budget and how a report could be pulled to reflect the interdepartmental transfers. The Select Board thanked Frontiera for appearing before them and answering their questions. **No further motions were made at this time.**

G. Request for authorization of ARPA funds to contract for study of Page School water lines (cont'd)

This item was tabled until further information could be provided.

I. Update re Whetstone Greenway and pending filing of Notice of Intent with Conservation Commission

The Select Board discussed the changes to the walkway (see exhibit J pages 110- 132 for details) and how Jennings had signatory authority on this matter. No further discussion took place. **No motion was made at this time.**

J. Discussion of applicability of temporary sign policy to Community Preservation Act project signs

Reed stated the CPC would be using signs for projects that were funded by the committee (see exhibit K pages 133-136 for details). Reed discussed with the Select Board the current sign policy and the desire to have the Boards and Committees follow the same rules as residents. The Select Board discussed why state matched project should be exempt from the town sign policy and whether smaller more permanent signs should be displayed for the length of CPA funded projects. **Archibald made a motion for in progress construction CPA projects on Town Land an exemption for temporary signage permit for the duration of the project. Parker seconded. Motion unanimously passed (Yes 3, No 0, Abstain 0).**

K. Update on study of potential solar installations on Town-owned land

Parker reviewed that the Town had voted to allocate \$15,000 at the Spring Town Meeting for a feasibility study for potential solar site locations (see exhibit L pages 137-143 for details). Parker expressed the desire to start the process soon as 5-6 sites had potentially been identified as possible solar sites. The Select Board

Open Session Meeting July 11, 2022

discussed the areas the feasibility study would list as strengths and weaknesses of each location. It was stated that since the Energy & Sustainability Committee had brought forward the article for Town Meeting they should lead the charge. It was stated that the DPW Director and Town Manager should sign off on the contract and be involved with the scope and general process of the study and potential solar project.

L. Review of proposed changes to fees administered by Town Clerks' office

The Select Board discussed the proposed fees and the new services the clerk's office could provide with two Commissioners to Qualify present in the office (see exhibit M page 144 for details). Blatchford stated the only other change in fee was an increase for business certificates from \$25 to \$40 to be more in line with neighboring communities. **Archibald made a motion to approve the updated Town Clerk fee schedule as noted as Item M on the agenda. Parker seconded. Motion unanimously passed (Yes 3, No 0, Abstain 0).**

M. Meeting minutes: March 14, 2022

This item was tabled until July 25, 2022

Town Manager Updates

N. Preparation for upcoming meeting regarding Mill Pond All Access Trail conceptual design process

This item was tabled due to the Town Manager's absence.

O. New Community Preservation Committee eligibility and project application forms for proposed use of Community Preservation Act funds – available online; discussion of project management for CPA-funded initiatives

Reed stated the forms had been streamlined to make the process more straight forward (see exhibit P pages 145-157 for details). The updated forms will be used going forward with all CPA requests. **No motion was made at this time.**

P. Update on Parks & Rec Commission vote in response to recent correspondence from West Newbury Riding & Driving Club

It was stated that all parties were agreeable to the events at Pipestave after Labor Day (see exhibit Q page 158 for details). The Riding & Driving Club would have exclusive access to the area until 2pm. The Flag Football event would then have access to the area after 2pm. **No motion was made at this time.**

Q. Update on status of The Collins Center employee wage & classification study

Archibald stated the wage study was near completion according to the Town Manager. Once completed, Archibald suggested dividing the review process across the board to reduce the workload on the Town Manager. **No motion was made at this time.**

R. Follow up meeting assignment; placing items for future agendas

No items for future agenda items were discussed at this time.

Archibald made a motion to adjourn. Parker seconded. Open Session adjourned at 9:33pm.



Town of West Newbury
Select Board
Monday, July 18, 2022 @ 6:00pm
381 Main Street, Town Office Building
www.wnewbury.org
Open Session Meeting Minutes- Draft

Open Session: The meeting was called to order at 6:00pm by Chairperson Archibald.

Participation at the Meeting:

David Archibald, Richard Parker, and Wendy Reed *Select Board Members*
Angus Jennings, *Town Manager*
Trent Lloyd, *Landscape Architect*
Brad Buschur
Deborah Hamilton
Wendy Willis
Patricia Reeser

Announcements:

- This meeting is being broadcast on local cable TV and recorded for rebroadcast on the local cable channels and on the internet. Meeting also accessible by remote participation; see agenda for details.
- Reminder to subscribe for emailed Town news/announcements at <https://www.wnewbury.org/subscribe>

Regular Business

A. Meeting with Landscape Architect Trent Lloyd; presentation of site analysis and conceptual design for Mill Pond All Persons Trail initiative

Trent Lloyd appeared before the Select Board and stated the expansion of the Mill Pond Trail was a long-term goal of the community since 1996 and appeared in multiple Open Space Committee and Recreation Plan reports (see pages 2-87 of the open session packet). Lloyd explained the conceptual design would be edited to include any feedback received during the meeting. Permitting requirements and materials to be used were not determined at this stage of the concept design. Lloyd presented the conceptual design that included the all-access trail, viewing area, a secondary parking area next to the lodge, and the elimination of the road and parking area next to the pond. It was explained that the design was created through comments received from various committees and community members to keep the preservation of the natural beauty and to create further accessibility for the public.

Lloyd and the Select Board discussed emergency vehicle access to the waterfront, maneuverability of emergency vehicles in the area proposed, and whether it was feasible to create such an area. Jennings reviewed communication received from Paul Seigny, Health Agent, concerning the location of the septic area and the inspection required to determine if the load bearing would accommodate the weight of the vehicles discussed.

Deborah Hamilton raised concerns for the accessibility of loading kayaks/boats into the pond with the elimination of the road and the desire to create a horse trail by the water's edge. Discussion from various Board/Committee members present at the meeting continued surrounding the proposed viewing areas, picnic tables with ADA compliance, and the addition of the secondary parking area next to the lodge.

Patricia Reeser stated the original CPC application voted at Town Meeting was for all-access trail and believed the current proposal had lost sight for what town voted to approve with the addition of the parking updates. It was clarified that the parking updates were included in the Open Space application. Discussion continued surrounding the parking updates. Lloyd stated the parking updated could be delayed and the construction of the trail could be completed first.

The Select Board and various Board/Committee members present at the meeting discussed concerns surrounding wheelchair access to the waterfront, the materials used to create the appearance of a natural path, and connecting the lodge to a trail system for accessibility. Lloyd stated the project could be completed in phases, where phase one could address the trail system and phase two could address the parking updates. Discussion continued on how the town could be competitive in securing the next Mass Trails Grant.

The Select Board decided a working group made up of one member from the Open Space Committee, the Parks & Recreation Commission, and the Mill Pond Committee would share the responsibility of overseeing the project. After further discussion, Lloyd was directed to create a phase one and phase two conceptual design. The phase one conceptual design would highlight the all-access trail and include updated parking for six cars with updated parking signage. The phase two concept design would include the removal of access to the road by the water front and parking updates by the lodge. The concept design drawings would then be circulated among the committees.

Chairperson Archibald made a motion to adjourn. Parker seconded. Open Session adjourned at 7:38pm

Town Manager

From: Town Manager
Sent: Friday, August 5, 2022 12:28 PM
To: Ryan Goodwin; Deb Hamilton; [REDACTED] Paul Delaney; Robin Pendergast ([REDACTED]); Matthew Shwom ([REDACTED]); Mike Welch ([REDACTED])
Cc: Selectboard; Town Clerk; Assistant Clerk; DPW Director; Conservation; Leah Zambarnardi; Paul Sevigny; Building Inspector; Town Accountant; Finance Admin
Subject: Update re conceptual design process for Mill Pond All Access Trail
Attachments: m 7.18.22 Select Board Draft Minutes.docx; o2 PHASE 1_MILL POND.pdf; o3 PHASE 2_MILL POND.pdf

Mill Pond Committee,

This is to follow up from the [July 18 mtg](#) w the landscape designer Trent Lloyd. I have attached the draft meeting minutes reflecting the discussion that evening; as well as the updated concept plans received from Trent late yesterday.

A briefing on this project is included on Monday's Select Board agenda. No attendance from Mill Pond Committee is expected, but is of course welcome. As this is later on a somewhat crowded agenda, I don't know what time it may come up, but is unlikely before 8:30. The Board will not be asked to make any decisions Monday – it is just an update.

I know the Board will welcome direction that would come from the working group comprised of 1 member of P&R, 1 member from OSC, and 1 member from Mill Pond Committee. The goal is to ensure broad support of the concept plan – as-is or as may be further modified based on input received – then to determine what next steps will best position the Town to file a competitive grant application in the next round of [Mass Trails](#) funding. Once the concept plan is agreed, the final piece of Trent's work scope is to prepare a memo outlining estimated permitting and design requirements/costs along with an estimate of probable construction costs.

Since the Mass Trails grant is a reimbursement grant, the full funding for the proposal would need to be appropriated by Town Meeting. If a grant were to be received, it would be for FY24, so I believe this funding proposal could be brought forward at the spring Annual Town Meeting. However I have reached out to the Mass Trails grant administrator to confirm that the funds wouldn't need to have been appropriated at the time of grant application (which would require a vote this fall).

Thanks,
 Angus

Angus Jennings, Town Manager
 Town of West Newbury
 Town Office Building
 381 Main Street
 West Newbury, MA 01985
 (978) 363-1100 x111
townmanager@wnewbury.org

From: Town Manager
Sent: Wednesday, July 13, 2022 8:09 PM
To: Ryan Goodwin <ryan@little-king.com>; Deb Hamilton <[REDACTED]>; [REDACTED] Paul Delaney <[REDACTED]>; Robin Pendergast ([REDACTED]) <[REDACTED]>; Matthew Shwom ([REDACTED]) <[REDACTED]>; Mike Welch <[REDACTED]>
Cc: Selectboard <selectboard@wnewbury.org>; Town Clerk <townclerk@wnewbury.org>; Assistant Clerk

Town Manager

From: Town Manager
Sent: Friday, August 5, 2022 12:28 PM
To: Graham Bacheller; [REDACTED] Ppreeser; Jean Lambert ([REDACTED]); Don Bourquard ([REDACTED]); Carol Decker; Jessica Azenaro
Cc: Selectboard; Town Clerk; Assistant Clerk; DPW Director; Conservation; Leah Zambarnardi; Paul Sevigny; Building Inspector
Subject: Update re conceptual design process for Mill Pond All Access Trail
Attachments: m 7.18.22 Select Board Draft Minutes.docx; o2 PHASE 1_MILL POND.pdf; o3 PHASE 2_MILL POND.pdf

Open Space Committee,

This is to follow up from the [July 18 mtg](#) w the landscape designer Trent Lloyd. I have attached the draft meeting minutes reflecting the discussion that evening; as well as the updated concept plans received from Trent late yesterday.

A briefing on this project is included on Monday's Select Board agenda. No attendance from OSC is expected, but is of course welcome. As this is later on a somewhat crowded agenda, I don't know what time it may come up, but is unlikely before 8:30. The Board will not be asked to make any decisions Monday – it is just an update.

I know the Board will welcome direction that would come from the working group comprised of 1 member of P&R, 1 member from OSC, and 1 member from Mill Pond Committee. The goal is to ensure broad support of the concept plan – as-is or as may be further modified based on input received – then to determine what next steps will best position the Town to file a competitive grant application in the next round of [Mass Trails](#) funding. Once the concept plan is agreed, the final piece of Trent's work scope is to prepare a memo outlining estimated permitting and design requirements/costs along with an estimate of probable construction costs.

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Town Office Building
381 Main Street
West Newbury, MA 01985
(978) 363-1100 x111
townmanager@wnewbury.org

From: Town Manager
Sent: Wednesday, July 13, 2022 8:09 PM
To: Graham Bacheller <[REDACTED]>; [REDACTED] Ppreeser <[REDACTED]>; Jean Lambert ([REDACTED]); Don Bourquard ([REDACTED]); Carol Decker <[REDACTED]>; Jessica Azenaro <[REDACTED]>
Cc: Selectboard <selectboard@wnewbury.org>; Town Clerk <townclerk@wnewbury.org>; Assistant Clerk

Town Manager

From: Town Manager
Sent: Friday, August 5, 2022 12:28 PM
To: Brad Buschur ([REDACTED]); Wendy Willis; [REDACTED]
Cc: Selectboard; Town Clerk; Assistant Clerk; DPW Director; Conservation; Leah Zambernardi; Paul Sevigny; Building Inspector; Town Accountant; Finance Admin
Subject: Update re conceptual design process for Mill Pond All Access Trail
Attachments: m 7.18.22 Select Board Draft Minutes.docx; o2 PHASE 1_MILL POND.pdf; o3 PHASE 2_MILL POND.pdf

P&R Comm,

This is to follow up from the [July 18 mtg](#) w the landscape designer Trent Lloyd. I have attached the draft meeting minutes reflecting the discussion that evening; as well as the updated concept plans received from Trent late yesterday.

A briefing on this project is included on Monday's Select Board agenda. No attendance from P&R Comm is expected, but is of course welcome. As this is later on a somewhat crowded agenda, I don't know what time it may come up, but is unlikely before 8:30. The Board will not be asked to make any decisions Monday – it is just an update.

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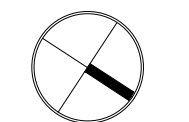
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Thanks,
Angus

Angus Jennings, Town Manager
Town of West Newbury
Town Office Building
381 Main Street
West Newbury, MA 01985
(978) 363-1100 x111
townmanager@wnewbury.org

From: Town Manager
Sent: Wednesday, July 13, 2022 8:09 PM
To: Brad Buschur ([REDACTED]); Wendy Willis < [REDACTED] >
Cc: Selectboard <selectboard@wnewbury.org>; Town Clerk <townclerk@wnewbury.org>; Assistant Clerk <assistantclerk@wnewbury.org>
Subject: Mtg re conceptual design for Mill Pond All Access Trail: Monday July 18 at 6pm

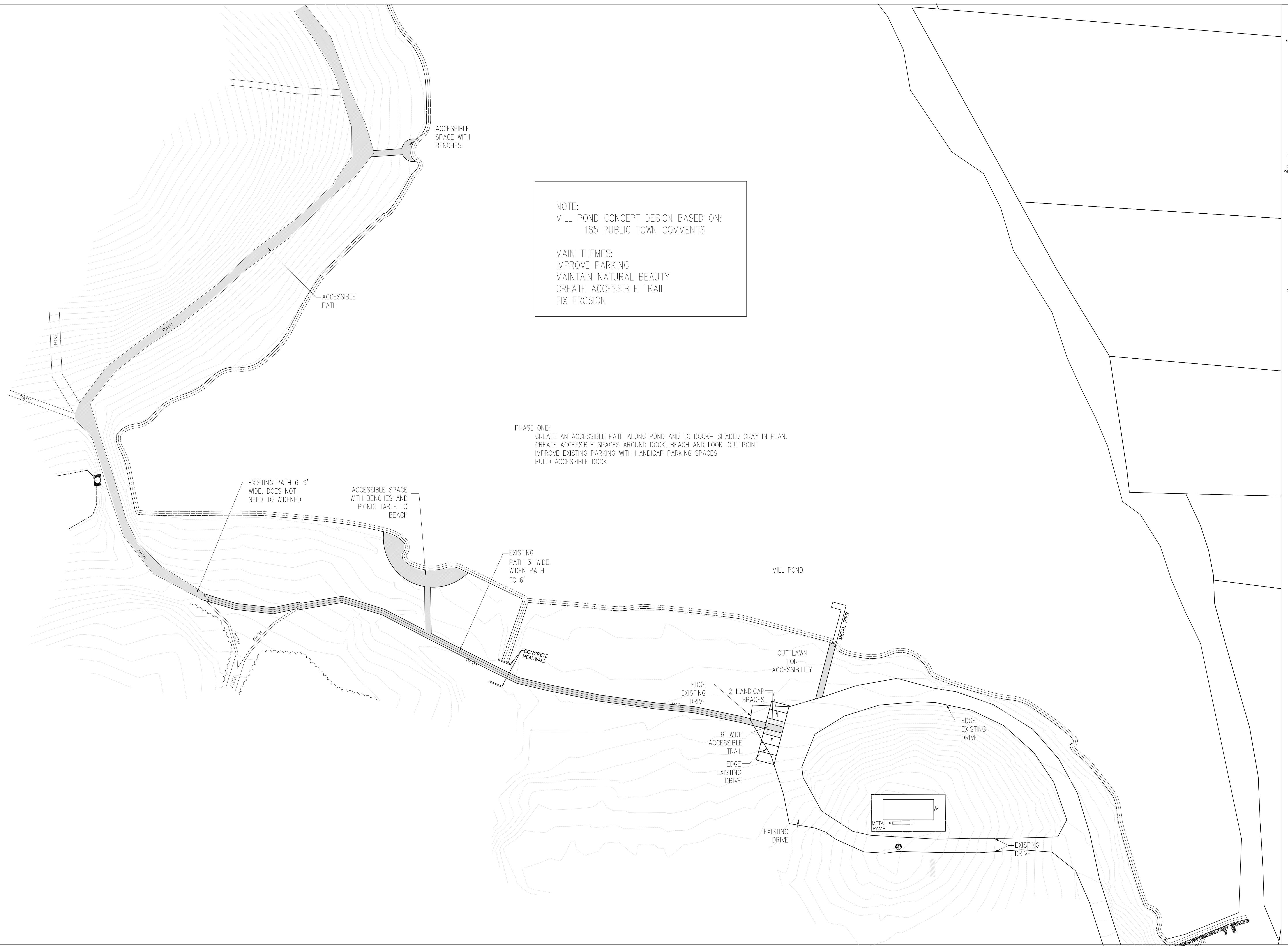
Hi,

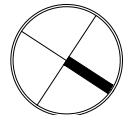


NOTE:
MILL POND CONCEPT DESIGN BASED ON:
185 PUBLIC TOWN COMMENTS

MAIN THEMES:
IMPROVE PARKING
MAINTAIN NATURAL BEAUTY
CREATE ACCESSIBLE TRAIL
FIX EROSION

PHASE ONE:
CREATE AN ACCESSIBLE PATH ALONG POND AND TO DOCK— SHADED GRAY IN PLAN.
CREATE ACCESSIBLE SPACES AROUND DOCK, BEACH AND LOOK-OUT POINT
IMPROVE EXISTING PARKING WITH HANDICAP PARKING SPACES
BUILD ACCESSIBLE DOCK





NOTE:
MILL POND CONCEPT DESIGN BASED ON:
185 PUBLIC TOWN COMMENTS

MAIN THEMES:
IMPROVE PARKING
MAINTAIN NATURAL BEAUTY
CREATE ACCESSIBLE TRAIL
FIX EROSION

PHASE TWO:
CHANGE EXISTING ROAD ALONG POND TO AN ACCESSIBLE TRAIL
WIDEN ROAD BEHIND CABIN TO A TWO-WAY ROAD
ADD PARKING BEHIND CABIN



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https://www.newburyportnews.com/news/local_news/consultant-eyes-mill-pond-reservation-improvements/article_3768e0c4-0864-11ed-9c0f-c3a43eccd6ff.html

EDITOR'S PICK

Consultant eyes Mill Pond Reservation improvements

By Jennifer Solis Correspondent
Jul 25, 2022



WEST NEWBURY — Landscape artist Trent Lloyd recently presented her vision for improvements to the Mill Pond Recreation Area aimed at making it accessible to more of the public.

The plan was the third step of a five-part process, funded with \$30,000 in Community Preservation Act money. It is hoped the consultant's work would better position the town for a competitive MassTrails grant in the future, according to town officials.

Lloyd will use feedback from the presentation to develop a final concept that is then presented to key stakeholders—including the Mill Pond Recreation and Open Space committees, Park and Recreation Commission, and Select Board.



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The final step in the consultant's scope of work is research into construction costs and the permitting process. Lloyd recommends the town form a working group and estimates completion of the trail project would be a few years out.

The town has over 40 miles of trails but none are designed with universal accessibility in mind, according to the project's CPA application.

Lloyd's plan proposes installing a lot next to the pond with handicap accessible parking. All other parking would be directed to a new lot created behind the Mill Pond building or the existing upper parking lot near the entrance to the recreation area. The slope from the upper lot leading down to the pond would also be improved. From the accessible parking lot, a well defined pathway leads to a refurbished dock. A picnic area with a couple of benches and tables bisects the pathway, parallel to the pond. The current roadway along the edge of the pond becomes a wide trail that extends to cross a dike and reach a cluster of pine trees further down.

Lloyd held several sessions to get a sense of how various groups in town used the 270 acres of open and playing fields, trails, forest, and pond. The area is viewed as a spot for solitude, education, recreation, exercise, contemplation, and respite. It was described as "a sweet, old fashioned hidden gem" and a calm, peaceful spot to watch the sunset over the pond. "It's magic," one person commented.

Natural and rustic, the highly recreational, all-season resource is a great source of pride for the town. It's a place enjoyed by hikers, sports-lovers, equestrians, dogs, birders, and butterfly enthusiasts—although competing interests can be a problem, according to another participant.

“It’s not just for humans,” Lloyd was told. In the cold weather, the area supports ice fishing, hockey, skating, a winter carnival, cross country skiing and sledding. “Winter time is when the pond comes alive,” another person asserted.


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Parking was described as “unattractive” and “ill-defined.” Erosion and poor drainage on the trails were cited. Vehicles parked too close to the pond and the dock was not easily accessible. Comments favored better seating for people with mobility issues; using the Mill Pond Building as an educational center; and perhaps installing a raised boardwalk. More spots were needed for fishing and a place where dogs could socialize. Using the space for a town wide picnic or harvest meal; jamboree, school field trips, educational programming, and enhanced inter-community relationships were proposed.

One resident felt Lloyd’s plan “lost track” of what voters were seeking when they approved using the CPA funds. The idea was to make the area Americans With Disabilities Act compliant, she stressed, adding “This looks very grand and very expensive.”

According to the CPA application, the idea was to create an all access trail that would “prioritize meeting or exceeding Americans with Disabilities compliance.” Features of such trails included “smooth, gentle grades for improved access by foot, stroller or wheelchair; Braille texts and tactile maps; wider boardwalks with bumpers as needed; post and rope guiding systems; and accessible outdoor wildlife observation structures, specialized gardens; seating, play areas, and picnic areas.”

The graying of the population was cited as a driving factor propelling the project. According to the town’s Housing Production Plan, by 2035, the number of children under 5 years and people between the ages of 20 to 34 living in town is expected to decrease by over 61%; while the 65 and older population is predicted to rise from 13.6 percent of the overall population to 33.7 percent.

Select Board member Wendy Reed urged her colleagues to focus on creating a trail and parking that are more accessible. Other proposed improvements were part of long-term planning for Mill Pond, Reed contended.

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Holy Family Hospital
 Methuen • Haverhill
 A STEWARD FAMILY HOSPITAL

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Her board felt that if the scope is confined to trails and parking it should not require going before the Planning Board for a site plan review –a process that member Rick Parker described as “opening a can of worms.” The Building Inspector could advise on the number of parking spaces needed, said Town Manager Angus Jennings, who also didn’t feel the review was necessary.

But at a meeting on Tuesday, Planners appeared to disagree, citing changes to configuration and parking in the area. “It will definitely need site plan review,” insisted Town Planner Ray Cook, “But it doesn’t have to be an onerous process.”

Trending Video



Town Manager

From: Town Manager
Sent: Tuesday, July 26, 2022 2:15 PM
To: Bob Janes; Elisa Grammer; Jennifer Munson; Jennifer Conway;
 [REDACTED]
Cc: Town Accountant; Selectboard; Community Preservation Committee; DPW Director; Finance Admin
Subject: Historic Preservation Property Survey, Phase 3

Hi Historical Commission,

I'm writing to you with a problem, but also with a suggested solution.

For reasons I can't understand, in its recommendation of the above-referenced CPA-funded project in May 2021, the FinCom recommended a sunset date of FY22. This was also the sunset date approved by vote of Town Meeting.

The original Historical Commission application to CPC clearly stated that the work, including securing the MHC grant, would extend until late (calendar year) 2022 – at the earliest. So a FY22 sunset date (6/30/22) never made sense. But that was the vote. If the vendor had already been under contract and their work underway as of 6/30/22, the Finance Dept may have been able to extend the funding through to completion, but since the procurement process hadn't begun at that time, there is really no way to carry forward the approved funding other than via another Town Meeting vote.

My recommendation, which would allow the project to proceed apace and on schedule, is as follows:

- Resubmit the original CPA funding application for CPC referral and Town Meeting action for the Fall Special Town Meeting.
- In the meantime, proceed with the RFQ as issued. In order to execute a vendor contract, the full \$30,000 in the scope must be available. We have the \$15,000 MHC grant; and the \$2,500 May 2022 warrant article; leaving a \$12,500 gap (which was the amount of the May 2021 CPA article). I propose to encumber \$12,500 from the operating budget (drawing from Select Board prof/tech services, or Town Manager expenses, or both) which would allow the Town to approve the contract, with the expectation that the \$12,500 would be re-approved at the Fall Town Meeting (meaning the encumbered \$12,500 from the operating budget would not actually be spent).

While this may seem like a procedural headache, it really shouldn't be a big lift since all the work was already done.

I talked this over with Elisa and Dot earlier today, and both seemed to think this was a good course of action. I think we can get this done with minimal fuss, and that everyone will see it as basically an administrative issue.

Please include this item for discussion on the next Historical Commission meeting. Ideally, the CPC could take this up at its next meeting on August 18th and bring it forward for the Fall Special Town Meeting with a favorable recommendation.

Thanks,
 Angus

Angus Jennings, Town Manager
 Town of West Newbury
 Town Office Building
 381 Main Street
 West Newbury, MA 01985
 (978) 363-1100 x111
townmanager@wnewbury.org

Town Manager

From: Jennifer Conway <[REDACTED]>
Sent: Tuesday, July 26, 2022 2:26 PM
To: Town Manager
Cc: Bob Janes; Elisa Grammer; Jennifer Munson; [REDACTED]; Town Accountant; Selectboard; Community Preservation Committee; DPW Director; Finance Admin
Subject: Re: Historic Preservation Property Survey, Phase 3

Thank you, that sounds like a good solution. I just sent another email, as we should have the contract from MHC for the project next week.

According to the schedule, we will not get our first invoice associated with this project until October 29, 2022. The project is scheduled to be completed on June 30, 2023. In the past, MHC has taken a long time after that date to finalize everything, and I'm not sure it will improve in the timing, so it may extend after June 30, 2023 for the last payment.

I'll be out of town with limited access to my phone or email until I'm back on 8/2. If you have questions before the, please let me know.

Thanks,
Jennifer

Jennifer Conway
[REDACTED]

On Jul 26, 2022, at 2:15 PM, Town Manager <townmanager@wnewbury.org> wrote:

Hi Historical Commission,

I'm writing to you with a problem, but also with a suggested solution.

For reasons I can't understand, in its recommendation of the above-referenced CPA-funded project in May 2021, the FinCom recommended a sunset date of FY22. This was also the sunset date approved by vote of Town Meeting.

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Town Manager

From: Town Manager
Sent: Friday, July 22, 2022 7:14 PM
To: Jennifer Conway
Cc: Elisa Grammer; Bob Janes; [REDACTED]; Town Clerk; Town Accountant; Jennifer Munson; DPW Director
Subject: RE: Status update re Historical Property Survey phase 3?

Thanks for this info, great for us to have on file and keep us posted when a contract is received for execution. Have a great wknd -

From: Jennifer Conway <[REDACTED]>
Sent: Friday, July 22, 2022 2:18 PM
To: Town Manager <townmanager@wnewbury.org>
Cc: Elisa Grammer <[REDACTED]>; Bob Janes <[REDACTED]>; [REDACTED] Town Clerk <townclerk@wnewbury.org>; Town Accountant <townaccountant@wnewbury.org>; Jennifer Munson <[REDACTED]>; DPW Director <dpwdirector@wnewbury.org>
Subject: Re: Status update re Historical Property Survey phase 3?

Hi Angus,

I apologize that I hadn't copied you on some of these documents. I'd been working with Wayne as he is the Procurement officer. We've started the process with the State, and I've attached that acceptance letter for your files. We have not signed a contract, but we have put out a RFQ to a list of 9 pre-screened consultants selected by MHC. The quotations are due back on August 10. The Historical Commission is meeting the week after to select the consultant per MHC's criteria, which is basically lowest price. The RFQ is attached for your files as well.

I am not sure if they are sending a contract to sign via mail or email; my contact is on vacation. I will be out of town from 7/27-8/1, but if I hear from him before then I will forward that along if they have not already.

I will make sure to copy you both as we move forward, but it's pretty slow moving. If you have questions, please let me know. Have a good weekend.

Thank you,
Jen

Jennifer Conway
[REDACTED]

On Jul 22, 2022, at 10:36 AM, Town Manager <townmanager@wnewbury.org> wrote:

Hi Jennifer,

I'm working with Stephanie on FY22 closeout and I'm not finding that I have much documentation on file re the Hist Property Survey phase 3 grant award, nor a vendor contract. (For instance, I have the forms I signed on file, but nothing back from the State). Do you have grant paperwork on file that hasn't

yet been filed with the Finance Dept? Please send an update as to the status of this work, along with materials you may have on file that we don't have, when you can. Please feel free to call if you'd like to check in that way.

Thanks,
Angus

Angus Jennings, Town Manager
Town of West Newbury
Town Office Building
381 Main Street
West Newbury, MA 01985
(978) 363-1100 x111
townmanager@wnewbury.org

From: Jennifer Conway [REDACTED]
Sent: Monday, March 14, 2022 12:45 PM
To: Town Manager <townmanager@wnewbury.org>
Cc: Elisa Grammer <[REDACTED]> Bob Janes
[REDACTED]; Town Clerk <townclerk@wnewbury.org>; Town
Accountant <townaccountant@wnewbury.org>; [REDACTED]
Subject: Re: Hist Comm Forms to Sign by 1/28

Good morning,

I did hear this morning via email that we have been awarded the grant, so please move forward with this warrant.

If you need anything else from me at this time, please let me know.

Thank you,
Jen

Jennifer Conway

On Mar 10, 2022, at 5:50 PM, Town Manager <townmanager@wnewbury.org> wrote:

Terrific, thanks, we've added this to the article backup and will keep it in there unless we hear from you that the grant is not awarded.

Angus Jennings, Town Manager
Town of West Newbury
Town Office Building
381 Main Street
West Newbury, MA 01985
(978) 363-1100 x111
townmanager@wnewbury.org

From: Jennifer Conway [REDACTED]
Sent: Thursday, March 10, 2022 4:15 PM
To: Town Manager <townmanager@wnewbury.org>
Cc: Elisa Grammer <[REDACTED]>; Bob Janes
<[REDACTED]> Town Clerk
<townclerk@wnewbury.org>; Town Accountant
<townaccountant@wnewbury.org>; [REDACTED]
Subject: Re: Hist Comm Forms to Sign by 1/28

Hi Angus,

I hope you are having a good week. I've attached the article proposal from the Historical Commission. Voting on the grants was last night, and we've not yet heard — I've emailed our contact, but I'm sure they are busy, and the information hasn't been posted to their site as of yet.

If we are not one of the grant award winners, we would not need these funds; I'll let you know as soon as we hear. In the mean time, please let me know if you have questions.

Thanks,
Jen

Jennifer Conway
[REDACTED]

On Mar 2, 2022, at 4:28 PM, Town Manager
<townmanager@wnewbury.org> wrote:

Hi,

Prior to closing the Town Meeting warrants on Feb 14, the Select Board did include a placeholder for this proposal. However, we only have the most cursory language to capture this proposal. If one of you has time to put together an article proposal, which would be included in article backup to be provided to Select Board and FinCom, that would be helpful. Something brief would be more than adequate. If I get something by/on next Friday, I'd include it in the Board's packet for their 3/14 mtg (when they'll be reviewing the whole list of proposed warrant articles).

Thanks,
Angus

Angus Jennings, Town Manager
Town of West Newbury
Town Office Building
381 Main Street
West Newbury, MA 01985
(978) 363-1100 x111

From: Jennifer Conway <[REDACTED]>
Sent: Wednesday, March 2, 2022 4:04 PM
To: Town Manager <townmanager@wnewbury.org>
Cc: Elisa Grammer <[REDACTED]>; Bob Janes <[REDACTED]>; Town Clerk <townclerk@wnewbury.org>; Town Accountant <townaccountant@wnewbury.org>
Subject: Re: Hist Comm Forms to Sign by 1/28

Hi Angus,

I apologize for not circling back on this in a timely manner. We will know of the grant status after March 9. Is there anything you need me to do on behalf of the Historical Commission to seek the additional funds prior to that date? Please let me know if you need anything,

Thank you,
Jen

Jennifer Conway
[REDACTED]

On Feb 14, 2022, at 10:26 AM, Jennifer Conway
[REDACTED] wrote:

Hi Angus,

Yes, we would like to seek the additional \$2500 at the Spring Town Meeting. When we were given the opportunity to apply, we were encouraged to apply for \$30,000 - \$15,000 of which would be the Town's half - to ensure we can finish the inventory in Town.

We have sent in the attached application for the grant, and the Mass. Historical Commission will be awarding the grants in their meeting on the evening of March 9, so we should know for sure if we need the extra funds by then. If we are not awarded the grant, we won't need the funds, so I can keep you posted.

In the mean time, if there is information needed or forms you need me to complete, please let me know.

Thank you,
Jennifer

Jennifer Conway
[REDACTED]

<Historic Site Survey 3 Grant Application.pdf>

On Feb 13, 2022, at 3:54 PM, Town Manager
<townmanager@wnewbury.org>
wrote:

Hi Jennifer, I note that the grant application specifies a \$12,500 match approved but potential need for add'l \$2,500 match. Are those remaining funds the Historical Commission would like included as a proposal for the Spring Town Meeting? Thanks -

Angus Jennings, Town Manager
Town of West Newbury
Town Office Building
381 Main Street
West Newbury, MA 01985
(978) 363-1100 x111
townmanager@wnewbury.org

From: Jennifer Conway [REDACTED]
Sent: Friday, January 21, 2022 1:56 PM
To: Town Manager
<townmanager@wnewbury.org>
Cc: Elisa Grammer
[REDACTED]
>; Bob Janes
[REDACTED] Town Clerk
<townclerk@wnewbury.org>; Town Accountant
<townaccountant@wnewbury.org>
Subject: Re: Hist Comm Forms to Sign by 1/28

Thank you very much!

Jennifer Conway
[REDACTED]



The Commonwealth of Massachusetts

March 11, 2022 William Francis Galvin, Secretary of the Commonwealth
Massachusetts Historical Commission

Jennifer Conway
West Newbury Historical Commission



RE: FY 2022 MHC Survey and Planning Grant Award

Dear Ms. Conway:

I am pleased to inform you that your proposed project has been selected for an allocation of \$15,000 from the Massachusetts Historical Commission's FY 2022 Survey and Planning Grant Program. This award will support the West Newbury Historic Properties Survey - Phase 3 project.

Please keep in mind that project work can begin only after the MHC executes a contract with you that specifies the scope of grant-assisted work and defines responsibilities and deadlines under applicable laws and regulations.

Please respond in writing to Michael Steinitz, MHC Deputy State Historic Preservation Officer, no later than Friday, April 15th with your intention to accept the grant allocation.

MHC will contact all Local Project Coordinators in April, and will schedule a Coordinators meeting by Zoom in May to review the provisions and requirements of the grant contract, to discuss your work program, and to discuss consultant procurement procedures. Attendance at this meeting is mandatory for all Local Project Coordinators as a condition of the grant. A Local Project Coordinators Manual will be forwarded to you separately.

The MHC looks forward to working with you toward the successful completion of your project. Please contact Michael Steinitz at MHC with any questions regarding the grant program or this award. We sincerely hope that this grant allocation will help you achieve your preservation goals.

Sincerely,

A handwritten signature in cursive script that reads "Brona Simon".

Brona Simon
Executive Director
State Historic Preservation Officer
Massachusetts Historical Commission



**Town of West Newbury
West Newbury Historical Commission**

REQUEST FOR QUOTATIONS
West Newbury Historic Properties Survey Phase 3

Date of Advertisement:

Monday, July 11, 2022

SUBMISSIONS DUE:

Wednesday, August 10, 2022, 10:00 am

Late Submissions Will Be Rejected

DELIVER COMPLETED SUBMISSIONS TO:

Town of West Newbury

Town Clerk

381 Main Street, West Newbury, MA 01985

For further information, please contact:

Town Clerk, Town of West Newbury,

at 978-363-1100

townclerk@wnewbury.org

TOWN OF WEST NEWBURY, OFFICE OF THE TOWN CLERK

381 MAIN STREET, WEST NEWBURY, MA 01985

REQUEST FOR QUOTATIONS

West Newbury Historic Properties Survey Phase 3

The goal of this solicitation is to provide the best value of commodities and services to achieve the procurement goals of the Town of West Newbury (Town).

Costs that are not specifically identified in the vendor's response and accepted by the Town as part of a Contract, will not be compensated under any contract awarded pursuant to the Request for Quotations. The Town will not be responsible for any costs or expenses incurred by vendors responding to this Request for Quotations.

The Town makes no guarantee that any Commodities or Services will be purchased as a result of this solicitation.

The purpose of this solicitation is the selection of a qualified historic preservation consultant to provide professional research and documentation services to complete a historic properties survey meeting current Massachusetts Historical Commission survey standards.

I. INTRODUCTION

The Town of West Newbury (Town) is seeking responses from qualified historic preservation consultants to undertake an intensive-level, community-wide survey of cultural and architectural resources in the town of West Newbury. This Request for Quotations stipulates the procedures and requirements to be used by the Town in its selection for consulting services. The project will be divided into four phases, to be completed over a nine-month period:

- ❖ PHASE I – Identification of documentary materials available for the project and development of methodology;
- ❖ PHASE II – Identification of properties to be surveyed and production of sample inventory forms;
- ❖ PHASE III – Production of complete draft inventory forms for review by the West Newbury and Massachusetts Historical Commissions;
- ❖ PHASE IV – Production of final inventory forms, reports and maps.

The Town will evaluate all timely responses to ensure that all required submittals have been included in responses and that all responses meet the Town's Requirements. Responses that are deemed to be

complete shall be presented to a selection committee consisting of the Procurement Officer and members of the West Newbury Historical Commission to determine that they meet the Town's requirements. Complete responses will also be reviewed by the Massachusetts Historical Commission (MHC) before an award can be made. Vendors must provide fee amounts for each of these four tasks in their response. The Town has established a budget not to exceed \$30,000.

All questions regarding this Request for Quotations must be received by the Town no later than 10:00 AM on Wednesday, August 3, 2022 and addressed to the attention of Town Clerk, Town of West Newbury and may be e-mailed, and if e-mailed must be marked in the subject line "Request for Quotations Historic Properties Survey" to townclerk@wnewbury.org or faxed to (978) 363-1826.

II. PROJECT AREA

The project area will include the town of West Newbury, Massachusetts.

III. FUNDING SOURCE(S)

The Project is being funded in part by the Town of West Newbury and its Community Preservation Commission, and in part through a Massachusetts Historical Commission Survey and Planning Grant, with Federal funds from the National Park Service, U.S. Department of the Interior.

IV. PROJECT OBJECTIVES

See Attachment A for the complete Scope of Work.

The Town has successfully completed two prior surveys using funding provided by the MHC and local CPA funding through the Survey and Planning Grant Program. Prior to the first survey done in 2017, the level of information for the Town of West Newbury was very poor. The two surveys allowed the LHC to document buildings along and north of Main Street (Route 113), with the majority dating between the 1650s and 1880s. As a result of the surveys, five potential historic districts and over thirty individual properties were recommended as eligible for listing on the National Register of Historic Places. The LHC plans to work with the property owners on the listings once the third survey is complete.

The third Survey will allow us to document the history of the remaining resources of historical significance in West Newbury. There is a continued need for a professional consultant to uncover the facts and create a proper record of them, and results from this third Survey will give us a comprehensive picture of the history of the structures in town with existing documentation. The Survey will also identify additional buildings or other resources that are eligible for the National Register of Historic Places and possibly identify future Historic Districts. These objectives are in line with the goals set by the MHC in the most recent State Historic Preservation Plan and will direct and focus the LHC's efforts for the next decade.

Much like the second Survey, the span of the third inventory would cover the period of growth and establishment of the town as well as the evolution of industry that expanded beyond farming in the late 1700s to include thriving comb and shoe businesses, and would focus on properties south of Main Street. The information garnered through this inventory will help determine our final list of significant resources in town through a better overall understanding of the growth and development of the town. We also plan to include bridges and cemeteries, as well as some of the properties not included in previous inventories

because they are set back from public roads, and for which we will request access permission from the owners.

V. SUBMISSION REQUIREMENTS

Please note: any vendor response that fails to include all of the information noted below – or does not meet the vendor requirements outlined in Section VI below - will be rejected as unresponsive.

Four (4) copies of the submission must be furnished to the Procurement Officer for review by the Selection Committee. The submission must include:

A. The identity of the individual, partnership or corporation applying for contract award, credentials of the personnel who would actually perform the work, as well as their managers, and the nature of the supervision. State the responsibilities of each of the project personnel. If the vendor intends to sub-contract the photography or any other work required in the scope of services, the sub-contractor must be identified. Sample work products are required for all personnel.

B. A vendor's qualifications statement, including professional qualifications and work experience attesting to vendor's capacity to perform the required work program. Resumes are required for all project personnel, detailing academic and professional work experience.

C. A detailed explanation of the vendor's approach to this project: methodology, acknowledgement that vendor understands the scope of work and completion deadlines, and the vendor's expectations of assistance and services from the Town. A technical work plan and project timeline for accomplishing the tasks described in the scope of services must be provided.

D. A client reference list, with names, addresses, telephone numbers, and e-mail addresses (if available) especially for clients for whom the proposer has performed similar services within the past five (5) years.

E. Sample work products for all personnel.

F. Vendor may submit any other information deemed relevant to the project, and which the vendor believes will further demonstrate that vendor's response meets the Town's requirements.

G. Price Quotation Form, Vendor Signature Form, Certificate of Non-Collusion, Statement of Tax Compliance and Certificate of Vote of Corporation, as applicable (see Attachments B, C, D, and E).

VI. VENDOR QUALIFICATIONS AND RESPONSE REQUIREMENTS

A. Project Experience. The vendor's response demonstrates experience in providing services related to the Town's requirements as specified in the scope of work. The response must demonstrate successful completion of closely comparable projects (5 or more), prior experience with municipally, privately, or MHC-funded not-to-exceed or fixed-fee contracts, and must include projects completed in Massachusetts.

B. Sample Work Products. Project work samples must include MHC inventory forms completed within the last five years that meet current MHC standards and guidelines..

C. Qualifications of the Vendor. Vendors, including all key personnel must meet the following minimum criteria:

1. Bachelor's Degree in Historic Preservation, Architectural History, History, Art History or a closely related field, and at least five years full-time experience in an area relevant to the project; or
2. Master's Degree in Historic Preservation, Architectural History, History, Art History or a closely related field, and at least three years full-time experience in an area relevant to the project.

D. Approach to the project. The vendor's proposed methodology and work plan must demonstrate a clear understanding of all project requirements as specified in the scope of work, including tasks, products, and submission deadlines.

E. Client References. References must confirm that vendor met project schedule expectations and delivered products that met client requirements.

VII. BASIS OF AWARD

The town will award a contract resulting from this solicitation to the responsible vendor whose offer meets the stated requirements for project experience, sample products, qualifications, project approach, and client references, and the lowest price.

Quotations should be submitted on Attachment B – Price Quotation Form.

VIII. PROJECT FEE

The Town has established a budget not to exceed \$30,000 for the Scope of Services described herein. Vendors must complete Attachment B – Price Quotation Form. Project fees must be provided for each of the four phases of work as described on the Form. Fees shown shall include all costs and expenses (including materials, copying, mileage, photography, etc.) necessary to complete the scope of services defined in Attachment A of this Request for Quotations.

IX. PROJECT SCHEDULE (see Attachment A for description of work components):

- ❖ PHASE I – Identification of documentary materials available for the project and development of methodology – October 28, 2022;
- ❖ PHASE II – Identification of properties to be surveyed and production of sample inventory forms – December 23, 2022;
- ❖ PHASE III – Production of complete draft inventory forms for review by the West Newbury and Massachusetts Historical Commissions – May 12, 2023;
- ❖ PHASE IV – Production of final inventory forms, reports and maps – June 30, 2023

X. SUBMISSION

Responses will be received at the Town of West Newbury, MA Office of the Town Clerk **until Wednesday, August 10, 2022 at 10:00 am. Responses received after that date and time will be rejected.**

The mailing address for all deliveries and walk-in service is:

Town of West Newbury

Town Clerk
381 Main Street
West Newbury, MA 01985

XII.OTHER REQUIREMENTS

Town of West Newbury Historic Properties Survey - Phase 3

SCOPE OF WORK

PROJECT OBJECTIVES

The purpose of this project will be to undertake the third phase of an intensive-level community-wide survey of cultural and architectural resources in the Town of West Newbury. This project will be structured to provide professional cultural and architectural resource survey expertise to the community. Specific project goals are as follows:

- 1) To conduct a community-wide survey to assess and document approximately 105 selected cultural and architectural resources, following Massachusetts Historical Commission (MHC) survey standards and methodology. The survey will document the remaining properties over 100 years of age not included in the Phase 1 and 2 surveys. A preliminary target list is attached hereto.
- 2) To identify contexts for National Register evaluation and to apply the National Register criteria to all resources identified in the survey;
- 3) To submit to MHC a list of individual properties and/or districts that are recommended for nomination to the National Register of Historic Places.

METHODOLOGY

The Analytical Framework:

The community-wide survey project must incorporate MHC criteria and methodology, to current standards. (See MHC's *Historic Properties Survey Manual: Guidelines for the Identification of Historic and Archaeological Resources in Massachusetts* (1992), *Survey Technical Bulletin #1* (1993), *MHC Interim Survey Guidelines* (March 1999, et seq.), *MHC Interim Guidelines for Inventory Form Photographs* (2009), and *Technical Guidelines for Electronic Files in MHC S&P Surveys* (2020). Both MHC survey guidelines and the tasks and products of the survey Scope of Work meet the Secretary of the Interior's *Standards and Guidelines for Identification* (1983).

The MHC criteria for conducting a community-wide survey are designed to identify the full range of cultural resources. Cultural resources are the physical elements in the landscape that remain from historical patterns of human activity. There are many components of a community's historical development that are associated with the location and type of surviving cultural resources. A community-wide survey should therefore relate cultural resources to historic patterns of architectural development, land use, economic development, social and demographic history, and events that had an impact on the

community. The community-wide survey should recognize ethnic and cultural diversity within the community, and seek to identify cultural resources associated with the history of the minority social and cultural groups and individuals that may have played a role in the community's history.

The *MHC Reconnaissance Survey Town Report* for *West Newbury* (1985), existing survey forms and National Register nominations on file with the MHC will provide a preliminary framework and base of information for this analysis. Individual forms and area forms will expand upon the information in the *Town Report* and will relate inventoried properties to the significant themes in the historical development of the town.

Phase Meetings:

The project consists of four phases. Project personnel, both the consultant and the project coordinator, will participate with MHC staff in conference calls or online meetings to review project progress and products at the end of each phase. Work to be carried out during each phase and products due at the end of each phase, are described below.

The Inventory:

The community-wide survey will consider the full range of cultural resources in terms of period, theme, property type, architectural form and style, and geographic distribution. The survey will consider all periods of architectural and historic development from the period of first colonial European presence to circa 1975. Significant themes of historical and architectural development will be identified, and resources will be related to these themes.

The community-wide survey will identify buildings and structures that are architecturally and historically significant in the history and development of the community. The survey will include both representative and outstanding examples of the building forms, types, and styles present in the community.

MHC individual property and area inventory forms, maps and National Register recommendations will be completed and submitted to MHC in accordance with the survey guidelines set forth in the MHC's *Historic Properties Survey Manual: Guidelines for the Identification of Historic and Archaeological Resources in Massachusetts* (1992) and *Survey Technical Bulletin #1* (1993), *MHC Interim Survey Guidelines* (March 1999 et seq.), and *MHC Interim Guidelines for Inventory Form Photographs* (2009), *Technical Guidelines for Electronic Files in MHC S&P Surveys* (2020), as well as the Secretary of the Interior's *Standards and Guidelines for Identification* (1983, copies available from the MHC). These publications and memoranda are all incorporated into this contract by reference. The work to be carried out during each phase, and products due at the end of each phase, are described on the following pages.

SCOPE OF WORK

Phase I (6 weeks)

Tasks:

- (Start-up meeting) Meet with local project coordinator/local historical commission (LPC/LHC) and MHC staff to discuss the scope and inventory methodology of the project and to assess the available online documentary materials and other collections accessible by consultants (LHC files, local and regional libraries and archive collections, etc.);
- Select maps, including a working map and large-scale base map (assessor's parcel map is preferred), to identify inventoried areas and properties;
- Determine availability of electronic mapping and parcel data and of town-based GIS data suitable for use in the project;
- Review existing inventory forms on file at both the LHC and at the MHC;
- Conduct initial research and reconnaissance survey to verify the types and geographical distribution of cultural resources, and to develop criteria for selecting properties to be extensively re-researched in the survey.
- (Phase I Meeting) Meet with local project coordinator/local historical commission (LPC/LHC) and MHC staff to review the products of Phase I and discuss outstanding issues related to the selection of properties in Phase II.

Products:

- Working maps and large scale base map(s) to be used to identify inventoried properties
- Methodology statement, specifying:
 1. Survey objectives;
 2. Criteria for selecting properties for survey;
 3. Procedures to be followed in the survey and forms of products to be created;
 4. Expectations about the kind, location, and character of historic properties to be recorded;
 5. An assessment of existing documentation;
 6. A brief description of the amount and kinds of information to be gathered about the properties;
 7. Bibliography, including identification of web-based resources to be used in the project.

Phase I will be completed by Friday, October 28, 2022

Phase II (8 weeks)

Tasks:

- Conduct continued architectural assessments and documentary research to identify important historic themes, events, and persons for the survey target areas, with particular attention to substantially synthesizing and supplementing the information already available. Research collections, should include relevant local, regional and state library and archive collections, as well as web-based research sites.
- Apply selection criteria and prepare list of specific properties to be surveyed.
- Complete representative draft inventory forms for different property types.
- (Phase II Meeting) Meet with LHC and MHC staff to review property lists and draft forms.

Products:

- List of properties to be surveyed, arranged alphabetically by street address
- Representative draft inventory forms, to be submitted in both hard copy and MS Word format.

Phase II will be completed by Friday, December 23, 2022

Phase III (20 weeks)

Tasks:

- Conduct intensive research of properties selected for inventory
- Identify contexts for National Register evaluation and apply National Register criteria to inventoried areas and resources;
- Prepare draft list of all areas and resources recommended for National Register nomination;
- Prepare inventory forms with photographs and property location maps. Forms for any surveyed properties listed in the State Register of Historic Places must be marked at top front with appropriate designation code and date.
- Submit draft inventory forms with photographs, draft National Register contexts, and National Register recommendation to MHC and LHC for review and comment (comments to be incorporated during Phase IV).
- In consultation with LHC, MHC survey and MACRIS staff, develop lettering and numbering system for inventoried properties.
- (Phase III Meeting) Meet with local project coordinator/local historical commission (LPC/LHC) and MHC staff to review the draft survey forms and National Register nomination recommendations.

Products:

- Unnumbered complete draft inventory forms for approximately 105 properties with photos and locus maps for all areas, buildings, sites, structures, and parks/landscapes. (This information may optionally be submitted in electronic form only for this project phase [CD or DVD].)
- Draft discussion of National Register contexts and list of all areas and resources recommended for National Register nomination

Phase III will be completed by Friday, May 12, 2023

Phase IV (7 weeks)

Tasks:

- Add inventory letters/numbers to forms, if these were not added in Phase III.
- Name MS Word files to conform to MHC file-naming convention.
- Complete National Register Recommendation statements to be attached to appropriate inventory forms.
- Prepare base map(s) identifying inventoried properties.
- Prepare street index of inventoried areas and properties.

Products:

- Hard-copy numbered MHC inventory forms for approximately 105 properties (two sets with original photographic prints: one for MHC and one for the LHC. Inventory forms must be printed single-sided on 24 lb. bond paper of at least 25% cotton fiber content. Photographs must be 3½" x 5½" or 4" x 6" digitally produced ink jet prints using MHC approved printer/paper/ink combina-

tions that produce prints with a minimum 75-year permanence rating. (The paper inventory forms should incorporate the electronic version photograph(s) in addition to an attached photographic print. Only one archivally-permanent paper print, of the primary view, is required for most inventory forms, clipped - not stapled - to each form.)

- Large-scale base map(s) with all inventoried areas and properties identified by inventory number (two sets: one for MHC and one for the LHC).
- Survey Final Report (four *paginated, unbound, single-sided* copies (two for MHC, two for LHC) which will include the following sections:
 1. Abstract;
 2. Methodology statement, including survey objectives, assessment of previous research, selection criteria, procedures followed in the survey, description of products and accomplishments and an explanation of how results of survey differed from those expectations;
 3. Street index of inventoried properties. Areas will be listed separately at the beginning, arranged alphabetically by area name. Individually inventoried properties follow, arranged alphabetically by street name. Property name (if any) and inventory number also will be included on this list;
 4. Final discussion of National Register contexts and list of recommendations for areas and properties to be nominated to the National Register of Historic Places
 5. Further study recommendations; and
 6. Bibliography.
- CD containing a MS Word file for each inventory form. Each Word file should conform to MHC file naming convention, and incorporate photograph(s) and map(s). The CD should also include an MS Word version of the final survey report.
- A separate CD containing high-resolution JPG images for surveyed properties, identified by street address or MACRIS number, following MHC file naming convention for photographic images. Digital images must be a minimum of 1.0 megapixels in resolution.

** The Survey Final Report must identify the community repository and/or municipal office(s) where completed survey documentation (inventory forms, base maps and final report) will be made available to the public.

Phase IV will be completed and submitted to the MHC and LHC by Friday, June 30, 2023

Preliminary Target List

The following properties in West Newbury, some of which were surveyed in 1973, are recommended for consideration for this Phase 3 Historic Properties Survey. Additional properties and structures will be identified during Phases 1 and 2 of the project; in addition there were many structures included in Phase 2 for which individual forms were not complete, but rather included in a district, so some of those structures may also be added. Buildings/structures on some of these properties are set back from the road; where necessary, the LPC will seek owner permission to allow the consultant access to the property in order to complete field documentation for the project.

WNB.1	114 Ash St.
	185 Ash St
	189 Ash St.
	42 Archelaus Place
	25 Bachelor
	144 Bachelor
WNB.2	157 Bachelor
WNB.3	169 Bachelor
WNB.4	210 Bachelor
	12 Bridge St.
	Bridge Street Cemetery
WNB.9	33 Browns Lane
WNB.11	6 Cherry Hill St.
WNB.12	37 Cherry Hill St.
	13 Crane Neck St.
WNB.14	147 Crane Neck St.
WNB.15	175 Crane Neck St.
WNB.123	2 Garden St.
WNB.21	7 Garden St.
	12 Garden St.
	28 Garden St..

WNB.22	86 Garden St.
	93 Garden St.
	32 Georgetown Rd.
	36 Georgetown Rd.
WNB.23	45 Georgetown Rd.
WNB.24	54 Georgetown Rd.
WNB.28	52 Indian Hill St.
WNB.29	57 Indian Hill St.
WNB.26	66 Indian Hill St.
WNB.30	95 Indian Hill St.
WNB.32	110 Indian Hill St.
WNB.31	111 Indian Hill St.
WNB.34	135 Indian Hill St.
	164 Indian Hill St.
	9 Kent's Ct.
	269 Main St.
	270 Main St.
	294 Main St.
WNB.74	317 Main St.
	357 Main St.
	423 Main St.
	460 Main St.
	600 Main St.
	747 Main St.
WNB.148	157 Middle St.
	162 Middle St.
WNB.150	210 Middle St.

	220 Middle St.
WNB.151	260 Middle St.
WNB.152	272 Middle St.
WNB.153	327 Middle St.
WNB.154	374 Middle St.
WNB.155	406 Middle St.
	418 Middle St.
	443 Middle St.
	Plummer Springs Road/Middle Street Bridge over Artichoke River
	14 Montclair Rd.
	23 Montclair Rd.
WNB.157	5 Moulton St.
WNB.187	102 Moulton St.
WNB.159	11 Poore's Lane
WNB.160	14 Poore's Lane
	Almshouse Cemetery
	4 River Rd.
	251 River Rd.
WNB.167	255 River Rd.
	40 Rogers St.
	51 Rogers St.
	57 Rogers St.
	31 Stewart St.
	34 Stewart St.
WNB.168	71 Stewart St.
	13 Turkey Hill Rd.

	35 Turkey Hill Rd.
WNB.171	43 Turkey Hill Rd.
WNB.188	135 Turkey Hill Rd.
	Turkey Hill Rd. Cemetery
	Walnut Hill Cemetery
	Rural Cemetery
	Merrimack Cemetery
WNB.801	Quaker Cemetery

**TOWN OF West Newbury, OFFICE OF THE TOWN CLERK
381 MAIN STREET,
West Newbury, MA 01985
West Newbury Historic Properties Survey Phase 3
PRICE QUOTATION FORM**

The undersigned hereby submits this price quotation to perform the services outlined in the Request for Quotations for the Town of West Newbury Historic Properties Survey Phase 3.

VENDOR SIGNATURE: _____

(Print Name): _____

Address: _____

The VENDOR hereby pledges to deliver the complete scope of services required, for the rates and charges shown below:

Cost to complete the project:

Phase I: _____

Phase II: _____

Phase III: _____

Phase IV: _____

TOTAL COST: _____

(not to exceed \$30,000)

Note: Four (4) copies of proposal are to be submitted.

**TOWN OF West Newbury, OFFICE OF THE TOWN CLERK
381 MAIN STREET, West Newbury, MA 01985
West Newbury Historic Properties Survey Phase 3**

QUOTATION SIGNATURE FORM

The undersigned, hereafter called the Vendor, having fully familiarized him/herself with all the request for quotation documents, hereby agrees and declares:

1. That prices inserted in the Price Quotation cover all necessary expenses to fulfill the conditions of the contract within the time stated.
2. Pursuant to M. G. L. c. 62C, § 49A, the Vendor hereby certifies that the Vendor has filed all state tax returns and paid all state taxes required under law.
3. The undersigned certifies under penalties of perjury that this response has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

The following items are to be completed by the Vendor, if applicable:

Our Company is: A Corporation _____
 A Partnership _____
 Individually Owned _____

Individual/Company Name: _____

Social Security or Federal Identification Number: _____

Signature of Individual or Authorized Official: _____

Address: _____

Telephone Number: _____

E-mail _____

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this quotation has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

Signature of Individual Signing Bid or Proposal: _____

Name of Business: _____

Date: _____

STATEMENT OF TAX COMPLIANCE

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under penalties of perjury that I, to my best knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Social Security or Federal Identification Number: _____

Signature of individual signing bid or proposal: _____

Date: _____

**CERTIFICATE OF VOTE
OF CORPORATION
(if applicable)**

Date: _____

I, _____, Clerk-Secretary of the corporation named in the foregoing Quotation,
certify that _____ who signed the said Quotation on behalf of
said corporation, was then the _____ of said corporation; that I know his
signature; (Title)

and that his signature thereto is genuine and that said Quotation was duly executed on

_____, 2022.

(Clerk-Secretary)

Date of Incorporation: _____

(Corporate Seal)

Town Manager

From: Brad Buschur [REDACTED]
Sent: Wednesday, August 3, 2022 5:56 PM
To: DPW Director; Town Manager; Wendy Willis; [REDACTED]
Subject: draft O&M plan
Attachments: OPERATIONS AND MAINTENANCE.xlsx

Hi,

Attached is the revised draft O&M plan with Tom's comments.

Wayne, I am happy to review. Just let me know when.

Best, Brad

Town Manager

From: Brad Buschur <[REDACTED]>
Sent: Tuesday, August 2, 2022 4:36 PM
To: Town Manager
Cc: DPW Director; [REDACTED]; Wendy Willis
Subject: Re: O&M plan draft

Hi,

The O&M plan includes information from Terry Hartford, Jack Foley, and Alex. Most of the leagues contract with Terry to line the rectangle fields and Jack has a good perspective. I don't think Terry does lines for baseball.

I spoke to Tom just now for 15 minutes and here are my notes. He says Pipestave is mostly maintaining the irrigation / well, and mowing. Fields 5, 6, 7 (rectangles) have water. Babe Ruth / Field 4 has a water system (just set up this year). The town installed a PVC line from the town pump (at DPW) to water field 4. (I was not aware of this!)

At the Page, he drags the diamonds every other week, but they are not used by town or Pentucket youth leagues. The fields are mostly sand and we really need water to maintain the infield.

At Bachelor, Tom says we need a well and irrigation to maintain the infield mix. A hose bib was installed at the batting cages and ran a line all the way to field 3, (I think this privilege was abused and there is no more access to water).

Action Cove, the sand box and the EWFs (60 CYs) need to be replenished every year.

Tom also wants to make sure we do not forget about Ferry Lane Park.

Wayne, you should feel free to talk through baseball with Alex and then you and I can review.

Best, Brad

On Tue, Aug 2, 2022 at 1:49 PM Town Manager <townmanager@wnewbury.org> wrote:

Brad + Alex = 2 of 3 Commissioners, so is a quorum.

Brad does what you sent reflect any/all institutional memory from Tom Flaherty? We want to be sure we've got everything on the table so nothing gets missed.

Thanks for your work on this!

Angus Jennings, Town Manager

Town of West Newbury

Town Office Building

381 Main Street

West Newbury, MA 01985

(978) 363-1100 x111

townmanager@wnewbury.org

From: DPW Director <dpwdirector@wnewbury.org>

Sent: Tuesday, August 2, 2022 1:43 PM

To: Brad Buschur [REDACTED]; Town Manager <townmanager@wnewbury.org>

Cc: Wendy Willis [REDACTED]; aniles82 [REDACTED]

Subject: RE: O&M plan draft

Brad,

This is a great start. Can we set up a zoom meeting (or in person) to discuss the details of this O&M plans. Maybe just with Alex and yourself so it does not become an official meeting.

Wayne

From: Brad Buschur [REDACTED]

Sent: Tuesday, August 02, 2022 7:44 AM

To: DPW Director <dpwdirector@wnewbury.org>; Town Manager <townmanager@wnewbury.org>

Cc: Wendy Willis [REDACTED]; aniles82 <[REDACTED]>

Subject: O&M plan draft

Hi Wayne and Angus,

Attached is a draft O&M plan the commission prepared last night. Alex and I worked mostly on the baseball diamonds at Bachelor.

Ideally, we are able to increase P&R budget this fall to fund annual maintenance of the diamonds.

I inserted fertilize and seed for the rectangle fields as a placeholder.

Brad

OPERATION & MAINTENANCE PLAN

West Newbury Parks & Recreation

Field	Use / Dimensions	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
1 Bachelor	Majors Diamond (50-70)			Pump Septic at Snack Shack	Fertilize & Seed	<u>Early May Start-Up</u> Drag, add turfus, & grade Add infield mix, as needed Pitcher's mound maintenance, as needed ITBL season - May 7 - June 18	<u>Early June Maintenance</u> Infield weeding, Baseline edging, and grading (as needed) River Rivals Tourney - June 21 - July 17			Fertilize & Seed	Winterize Snack Shack	<u>Spring Season Prep</u> Drag and graded Add infield mix Reset bases, as needed Pitcher's mound maintenance	
2 Bachelor	Minors Diamond (46-60)												
3 Bachelor	Minors Diamond (46-60)												
4 Pipestave	Babe Ruth Diamond (60-90)												
8 Page School	Softball Diamond												
9 Page School	Softball Diamond												
1,2,3 Bachelor	4 - U6 Youth Soccer Field 1 - Flag Field				Fertilize & Seed					Fertilize & Seed			
4 Pipestave	180' x 240' Youth Soccer & Lacrosse 1 - Flag Field				Fertilize & Seed Winterize Hose Bib					Fertilize & Seed Move Goals Winterize Hose Bib			
5 Pipestave	2 - 105' x 180' Youth Soccer & Lacrosse 1 - Flag Field				Fertilize & Seed Irrigation Startup					Fertilize & Seed Irrigation Winterization		Irrigation Winterization	
6 Pipestave	180' x 300' Youth Soccer & Lacrosse HS Soccer & Lacross Practice 1 - Flag Field												
7 Pipestave	180' x 330' HS Soccer & Lacrosse Games 1 - Flag Field					Install Temp Fence							Remove Temp Fence
Action Cove					EFW mulch at playground Top off the sand box								
Ferry Lane Park													

MEETING NOTICE**West Newbury Investment Policy Committee**

DATE: August 4, 2022
TIME: 7:00 PM
PLACE: Remote Participation
(instructions below)

AGENDA

- Review of 2nd Quarter and year-to-date performance
- Current portfolio positioning relative to Investment Policy Statement
- Discussion of potential to incorporate ESG principles into investment objectives
- Status of contract with Cambridge Trust and discuss process to consider investment portfolio managers
- Any other business that comes before the committee, not anticipated at the time of posting.

Addendum to Meeting Notice regarding Remote Participation

Public participation in this meeting of the West Newbury Investment Policy Committee will be available via remote participation. For this meeting, members of the public who wish to listen to the meeting may do so in the following manner:

Zoom Meeting

Meeting ID: 898 7106 7907

Passcode: 096941

Join meeting:

<https://us06web.zoom.us/j/89871067907?pwd=RVg3Tmw4ZUVuaWVYYmhhb3RXMDNWdz09>

One tap mobile

+16465588656,,89871067907#,,, *096941# US (New York)

Every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post on the West Newbury website an audio or video recording of proceedings as soon as practicable after the meeting.