



**Town of West Newbury
Board of Selectmen
Monday, February 22, 2021 @ 5:30pm**

381 Main Street, Town Office Building

www.wnewbury.org

AGENDA

RECEIVED
TOWN CLERK
WEST NEWBURY, MA
2021 FEB 18 PM 4:28

Executive Session: 5:30pm by remote participation

- ❖ 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 (*litigation; Police Union contract; Dispatch 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 Manager contract*).

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

Open Session: 7:00pm by remote participation (see 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.
- Cable Advisory Committee seeks ideas for use of PEG (Public, Education, Government) funds; meeting scheduled for Tuesday, February 23, 2021 at 6pm
- Town Election Monday, May 3rd. Nomination papers available through Town Clerk. Due by March 15th
- Annual & Special Town Meetings: Saturday, May 22, 2021.
- Reminder to subscribe for emailed Town news/announcements at <https://www.wnewbury.org/subscribe>

Regular Business

- A. Updates regarding coronavirus pandemic / COVID-19, including planning related to vaccine clinics
- B. Request for appointment of Glenda Cancel as Reserve Police Officer – *Chief Jeffrey Durand*
- C. Review of proposed use of Wetlands Fund to supplement Conservation Commission operating budget
- D. Request to allow the Pentucket Regional School District to use a portion of its ESSER II grant allocation to lower the FY22 assessments as allowed in Governor Baker's House 1 budget language
- E. Discussion of Memorial Day Parade; review of Parade Guidelines
- F. Discussion of Facilities Rental Policy and requests for Red Cross blood drives in calendar year 2021
- G. Review of proposed/potential Town Meeting warrant articles
- H. Vote to close warrants for Annual and Special Town Meetings to be held on Saturday, May 22, 2021
- I. Review of draft Conservation Restriction for Artichoke River Woods property
- J. Discussion of potential FY22 Municipal Vulnerability Program grants – *Rick Parker*
- K. Soldiers & Sailors Building: permitting updates and design questions (*not before 8:30pm*)

Town Manager Updates

- L. Page School Playground: Draft RFQ and upcoming public forums, 2/24 4-5pm; and 3/1 10-11am
- M. Middle Street Bridge: permitting and budgeting
- N. Work with Merrimac on comparative wage study
- O. CARES Act reconciliation report due Feb. 26th
- P. Updates on other active projects
- Q. Follow up meeting assignments; and placing items for future agendas

Addendum to Meeting Notice regarding Remote Participation

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 23, 2020 Order imposing strict limitations on the number of people that may gather in one place, this meeting of the West Newbury Board of Selectmen will be conducted via remote participation to the greatest extent possible.

Specific information and the general guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found on the Town of West Newbury website, at www.wnewbury.org. 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: 986 7946 3848

Passcode: 927319

Join at <https://zoom.us/j/98679463848?pwd=ZIRPQ0pFcjI2SFVQRUpUZDdWam4vQT09>

No in-person attendance of members of the public will be permitted, but 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, transcript, or other comprehensive record of proceedings as soon as practicable after the meeting.

2021 FEB 19 PM 3:25

MEETING NOTICE

West Newbury Cable Advisory Committee

DATE: February 23, 2021
TIME: 6:00 PM
PLACE: Remote Participation
(instructions below)

AGENDA

- Review of meeting minutes
- Discussion on possible utilization of Public, Education, Government (PEG) fees from Comcast and Verizon cable customers in West Newbury
- Invitation and discussion of ideas for potential new local programming

Addendum to Meeting Notice regarding Remote Participation

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Specific information and the general guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found on the Town of West Newbury website, at www.wnewbury.org. 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: 921 2136 5416

Passcode: 365226

Join at:

<https://zoom.us/j/92121365416?pwd=TDE0YW9Hc0NubHdyMEN4Uzd0Qmg4QT09>

No in-person attendance of members of the public will be permitted, but 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, transcript, or other comprehensive record of proceedings as soon as practicable after the meeting.



A

The Commonwealth of Massachusetts
Executive Office of Health and Human Services
One Ashburton Place, 11th Floor
Boston, Massachusetts 02108

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary

Tel: (617) 573-1600
Fax: (617) 573-1891
www.mass.gov/eohhs

February 17, 2021

Dear Local Health Colleague:

I am writing to update you with important information about the state's effort regarding vaccination distribution, where demand vastly exceeds current supply. The Baker-Polito Administration is committed to the effective, efficient and equitable administration of vaccines throughout the state. According to the CDC, Massachusetts, on February 16, was #9 in the U.S. for vaccinations per capita (1st doses/capita). Massachusetts was #1 for total shots administered per capita (this past week) amongst the 24 states with at least 5M people, according to Bloomberg. As of Monday, more than 251,000 of our residents ages 75 or older have received their 1st dose. This represents 51% of the statewide population, exceeding the national average of 47% of residents 75+ that have received their first dose.

First and foremost, I want to acknowledge your incredible efforts throughout the pandemic. Local health departments, community health centers, regional collaboratives, hospitals, large health systems and others quickly ramped up their capacity to provide vaccinations. Many local boards of health stepped up to vaccinate first responders and some continued to vaccinate individuals eligible in Phase 1 and those age 75 and older. The Baker-Polito Administration is deeply thankful for municipal collaboration in the early, targeted steps of the vaccination effort.

Today, Governor Baker and Lieutenant Governor Polito will announce that effective tomorrow, February 18th, individuals age 65 or older, individuals with two or more specific medical conditions, listed [here](#), and residents and staff of public and private low income and affordable senior housing are eligible to receive this vaccine. With this announcement, 1 million individuals will become eligible for the vaccine.

Streamlined Vaccination Distribution

As the Commonwealth moves forward and as a million residents become eligible, the Administration must streamline the vaccine distribution process in anticipation of this challenge and within the confines of limited vaccine supply provided by the federal government. The Commonwealth has been receiving approximately 110,000 new first doses each week.

High-capacity throughput vaccination, available across the Commonwealth, is important to ensuring vaccines do not sit idle. To avoid confusion and increase access, vaccination locations must be available to all residents and not narrowly restricted by geography. Currently, almost 95% of our population lives within a 45-minute drive of a mass vaccination site or within 30 minutes of a regional site. This is in addition to the growing number of pharmacies and other retail locations administering doses, currently numbered at 105.

Equity

In addition to increasing efficiency in administering the vaccine, the Commonwealth must ensure that the program is equitable and meets the needs of communities that have been most disproportionately impacted by COVID-19. Utilizing the social vulnerability index as a starting point, the Department of Public Health has identified 20 municipalities that have had the greatest COVID burden and have the greatest percentage of non- white residents. These municipalities are: Boston; Brockton; Chelsea; Everett; Fall River; Fitchburg; Framingham; Haverhill; Holyoke; Lawrence; Leominster; Lowell; Lynn; Malden; Methuen; New Bedford; Randolph; Revere; Springfield; and Worcester.

Public Health Commissioner Monica Bharel has reached out to these municipal leaders to assist with [increasing awareness](#), to address vaccine hesitancy and to mitigate barriers to vaccine access. These municipalities will continue to distribute vaccine at the local level, are prioritized for the retail pharmacy program, and are served by community health centers, hospitals and other health care providers administering vaccine in the community.

Serving the most vulnerable

The Commonwealth is fortunate that so many local public health officials want to help vaccinate their residents. Given the constraints on vaccine supply, the Administration is asking our local officials to focus efforts around outreach to vulnerable, hard to reach populations, including homebound seniors, individuals who participate in ‘meals on wheels’ and others who are eligible but not able to travel to a vaccine site. Local officials are more adept at identifying and meeting these high need populations and can arrange for them to be vaccinated either by the local board of health, connect them to community providers or refer to the State’s vaccination program for homebound individuals, which will launch in the coming weeks.

Regional Collaboration

Additionally, municipalities may propose regional collaborations that meet specific geographic needs identified by the state and must meet specific requirements including:

- Have the capacity to vaccinate minimally 750 individuals per day, 5 days per week;
- Serve unmet need geographically, as identified by the Department of Public Health;
- Meet an administration rate threshold of 85% and report doses within 24 hours;
- Serve all residents of the Commonwealth; collaborations may focus outreach efforts towards those who live or work in the area but must be open to all Massachusetts residents; and
- Provide public links for vaccine appointments on [Mass.gov/COVIDVaccine](https://mass.gov/COVIDVaccine).

Other important ways for municipalities to engage in the Commonwealth's vaccine program include:

- Promote vaccine acceptance by establishing COVID ambassador programs, providing tele-townhalls or developing messaging campaigns in multiple languages;
- Encourage and assist residents to utilize mass vaccination sites and retail pharmacies for vaccination;
- [Plan](#), develop or coordinate vaccine programs for residents living in public and private low income and affordable senior housing; or
- Identify, plan and organize vaccination of homebound residents who are unable to access any other vaccination program as they become eligible.

Effective the week of March 1st, the state will no longer provide first dose vaccines for individual municipal clinics, except for the twenty disproportionately impacted communities and established and approved Regional Collaboratives. Municipalities will receive second doses to ensure that all residents have been fully vaccinated by individual local board of health clinics.

On Friday, February 19th, at 9 am, the Department of Public Health will hold a webinar for local boards of health to review the opportunities to distribute vaccine as outlined above. The Department will answer questions and provide a specific how-to-guide for municipalities to reach the most vulnerable residents.

This is a shared responsibility and herculean effort to offer safe and effective vaccines to millions of Massachusetts residents. Working together, state and local government along with our health care partners can meet this challenge and ensure that every Massachusetts resident will have the opportunity to be vaccinated.

Sincerely,



Marylou Sudders

Town Manager

From: [REDACTED] on behalf of John Guilfoil [REDACTED]
Sent: Wednesday, February 17, 2021 7:35 PM
To: Town Manager
Subject: Lower Merrimack Valley Vaccine Clinic Reports Successful Nine-Community COVID-19 Vaccination Clinic, Alerts Residents to New State Guidelines Effectively Shutting it Down

Display problems? [Open this email in your web browser.](#)

Lower Merrimack Valley Vaccine Clinic

A collaboration of the municipal governments of Amesbury, Georgetown, Groveland, Merrimac, Newbury, Newburyport, Rowley, Salisbury and West Newbury

FOR IMMEDIATE RELEASE

Wednesday, Feb. 17, 2021

Media Contact: John Guilfoil (PIO)

Phone: 617-993-0003

Email: john@jgpr.net

Lower Merrimack Valley Vaccine Clinic Reports Successful Nine-Community COVID- 19 Vaccination Clinic, Alerts Residents to New State Guidelines Effectively Shutting it Down



Ann Brady-Lozier (far left), school nurse at the Dr. Frederick N. Sweetsir School in Merrimac, waits with other volunteers at one of the eight vaccination stations set up at

Saturday's Lower Merrimack Valley Vaccine Clinic session in West Newbury. (Courtesy Photo)

A "second dose" clinic is planned for TOMORROW, Thursday, Feb. 18, at 4 p.m. at the Page Elementary School in West Newbury. Media wishing to attend should contact JGPR at the number listed above or via email.

WEST NEWBURY -- Amesbury Fire Chief Ken Berkenbush, on behalf of nine Merrimack Valley communities and their fire departments and public health officials, reports that extremely successful COVID-19 vaccination clinics have been held at the Dr. John C. Page School in West Newbury over the past two weekends. Officials in the nine communities are calling attention to the efficiency and local impact of this clinic, which has served first responders and the regions' oldest citizens, and which is now in jeopardy of ending with a sudden shift in vaccine distribution policy in Massachusetts at the state level.

"Phase two is a critical time for the vaccine distribution effort. It is where our oldest and sickest residents -- our most vulnerable and least mobile -- are being served," Chief Berkenbush said. "I join my colleagues in Amesbury, Georgetown, Groveland, Merrimac, Newbury, Newburyport, Rowley, Salisbury and West Newbury in calling for the state to reconsider its decision to cut off the vaccine supply to successful regional clinics such as ours."

In total, the Lower Merrimack Valley Vaccine Clinic has been allocated 1,600 doses to inoculate 800 residents. With second dose clinics scheduled for Feb. 18 and March 6, the clinic projects to actually use approximately 1650 doses and vaccinate 825 people, thanks to careful handling of the vials. **The clinic has resulted in zero wasted doses and a 103% usage rate of the allocated doses.**

New state guidelines indicate that doses will only be made available to regional clinics that can operate five days per week, serving at least 750 doses per day.

"At the onset, we were told to prepare for 100 doses per community per week. We were prepared for more doses if they were available, but the new guidelines from the state represent a nearly fourfold increase in clinic capability," Chief Berkenbush said. "The state is certainly aware that nearly all regional clinics will be unable to meet this

threshold and are unable to guarantee both facilities and volunteers for 40 hours a week. This represents nothing short of a moving of the goalpost."

Since the Cold War, municipalities have been asked to plan and prepare for emergency situations. Federal and state governments have for decades asked municipalities to be ready should emergencies arise, and as a result, local leaders are uniquely trained and qualified to handle a situation such as the distribution of vaccines. **For example, annually municipalities will often hold flu vaccination clinics. Emergency preparedness is also drilled and practiced regularly, among all levels of government.**

"There is no doubt **there is a significant** need for mass vaccine sites, especially for larger areas and areas that are more adversely impacted by the virus. However, these sites should operate simultaneously with regional clinics led by municipal Boards of Health and First Responders," said Paul Sevigny, Director of Public Health for the Town of West Newbury. "During phase two especially, we should be asking our 80-year-old great-grandparents to travel the shortest distance to their vaccine site. Otherwise, we risk them never receiving a vaccine. Clinics like these are a literal lifeline."

The Feb. 6 Lower Merrimack Valley Vaccine Clinic ran from 4-8 p.m. A steady stream of elderly residents and several remaining Phase 1 medical practitioners and first responders entered and departed through different doors and filtered through the Page School's gymnasium, where a volunteer corps of firefighters, paramedics, nurses and administrators were waiting.

The process was orderly, and residents were made to feel at ease, as they were greeted at the door by their local fire chiefs and other familiar faces. Residents, who made appointments ahead of time, were checked in before being sent toward one of eight vaccination stations. A pharmacist and pharmacy technician were on-site for the clinic to fill syringes on demand and ensure efficiency. **Residents reported that their anxiety levels were significantly decreased by attending a local clinic with familiar faces greeting them at the door.**

"This is an example of neighbors helping neighbors," Chief Berkenbush said. "It would be a shame to see this effort wasted."

Added West Newbury Fire Chief Michael Dwyer: "We have worked since last fall to execute and staff this clinic, but really we have been working for generations to be

ready for this moment. We still stand ready, and the only barrier is the supply of vaccine."

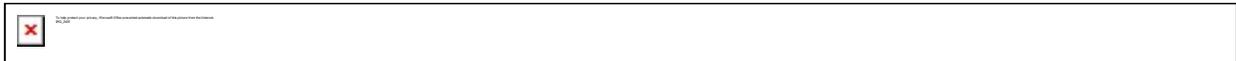
Added Merrimac Fire Chief Larry Fisher: "Our communities have rallied collectively in response to a need to deliver the vaccine. Our oldest population in many cases has challenges traveling to sites that are not local. We should continue to make all reasonable attempts to meet this population while encouraging others to use the larger mass vaccination sites."

Residents who are eligible for a first dose vaccination can still visit mass.gov/covid-19-vaccine and residents can also search for a vaccination location near them by [entering their zip code here](#).

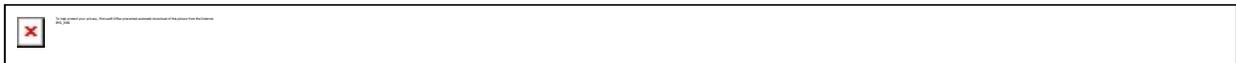
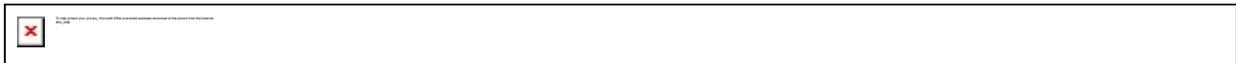
However, seniors and those without internet access and others have struggled to make appointments through the state's online system. The Councils on Aging in the nine communities, as always, stand ready to assist residents over the phone.

In addition to the fire chiefs, police chiefs, municipal managers, health agents, select boards, firefighters, police officers and EMS officials, the clinic organizers also wish to thank Erin Rich of West Newbury for serving as the [volunteer coordinator](#) for the entire clinic.

###



Newbury Fire Chief Douglas Janvrin Jr. staffs one of the check-in stations at Saturday's COVID-19 vaccination clinic. (Courtesy Photo)



Volunteers prepare the stations and waiting area at approximately 2 p.m. Saturday in anticipation of more than 300 scheduled vaccine patients. (Courtesy Photo)



Pentucket Regional School District Superintendent Dr. Justin Bartholomew directs traffic as a volunteer at a Feb. 13 "second dose" clinic. (Courtesy Photo/Erin Rich)

A message from the Lower Merrimack Valley Vaccine Clinic

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John Guilfoil Public Relations LLC

8 Prospect St.

Georgetown, MA 01833

617-993-0003





WEST NEWBURY POLICE DEPARTMENT

401 Main Street, West Newbury, MA 01985

978-363-1213
978-363-1114 fax

Jeff Durand, Police Chief
durand@westnewburysafety.org

TO: Angus Jennings, Town Manager

FROM: Jeff Durand

DATE: February 18, 2021

RE: Appointment of reserve officer

Angus, I would like to have Glenda Cancel appointment as a reserve police officer at the next BoS meeting if possible. Glenda currently works for the Essex County Sheriff's department as a corrections officer and has been employed there for 10 years. She currently lives in Dracut MA with her children. We have completed a background check, interviews and psychological testing and Glenda passed all of the requirements. She is also bi-lingual and has had a lot of experience dealing with people in difficult situations while working at the jail. I feel Glenda would be a good fit on the department.

Chief Jeff Durand

MEMORANDUM

TO: Town Manager
FROM: Conservation Commission
SUBJECT: Use of Wetland Protection Revolving Funds
DATE: February 18, 2021

The Conservation Commission requests your approval for use of the Wetland Protection Revolving Fund Account to pay for labor costs associated with the administration of the Wetland Protection Act. Currently, the Conservation Agent is interested in performing these duties in addition to those requiring the specialized education and experience of the Agent. Long term, however, the Commission may wish to use someone currently employed as an Administrative Assistant by the town or an outside hire to fulfill these duties.

The Commission proposes that 3 hours per week of administrative duties be paid at the current Agent's rate of \$26.78 from the Revolving Account, with said rate adjusted for COLA if/as approved for non-union employees within the FY22 budget process. These hours will be in addition to the 22 hours per week currently budgeted for the Agent and will be recorded separately on his time sheet for accounting purposes.

This reallocation of administrative time would free up 3 hours per week of budgeted Agent time that would now be spent on the duties outlined in the Land Agent job description. The reduction in number of hours approved for this position in the FY21 budget (from 5 hours per week to 2 hours per week) has limited the Agent's efforts to monitoring rather than maintaining trails. While this monitoring work is important, and in fact is a required function of the Commission relative to the Conservation Restrictions that we hold, this addition of 3 hours per week would allow substantive trail work to begin and allow better coordination with Open Space Committee efforts to promote trail use in West Newbury.



Town Acct
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Informational Guideline Release

Bureau of Accounts
Informational Guideline Release (IGR) No. 98-101
February 1998

(Supersedes 90-103)

WETLANDS PROTECTION FUND

Chapter 43 §218 of the Acts of 1997
(Amending G. L. Ch. 131 §40)

This Informational Guideline Release informs local officials that an appropriation is no longer needed before fees deposited in the Wetlands Protection Fund may be spent by the conservation commission.

Topical Index Key:

Fees and Charges
Special Funds

Distribution:

Accountants/Auditors
Treasurers
Mayors/Selectmen
City Solicitors/Town Counsels

Informational Guideline Release (IGR) No. 98-101
February 1998

(Supersedes 90-103)

WETLANDS PROTECTION FUND

Chapter 43 §218 of the Acts of 1997
(Amending G. L. Ch. 131 §40)

SUMMARY:

This legislation allows wetlands protections filing fees received by a city or town to be spent by the conservation commission without the necessity of an appropriation by the local appropriating body.

Under G.L. Ch. 131 §40, the Wetlands Protection Act, persons filing notices of intent to conduct certain activities on wetlands must pay a filing fee, a portion of which is paid to the city or town and the balance to the state Department of Environmental Protection (DEP). The fees are intended to help defray state and local administrative costs in connection with the Act, *i.e.*, to provide DEP and local conservation commissions with resources to complete project reviews and issue regulatory decisions within the Act's required time periods.

Before this legislation, an appropriation by the municipality's appropriating body was required before the conservation commission could spend any wetlands filing fees. The commission may now spend these fees without appropriation, but only with the written approval of the mayor, city manager in Plan E cities, the selectmen or town manager in towns adopting a town manager form of government. Expenditures are still restricted to those related to the administration and enforcement of the Wetlands Protection Act. This change applies to all unappropriated wetlands filing fees currently held by the municipality, as well as fees collected in the future.

GUIDELINES:

A. WETLANDS FILING FEES

1. Persons filing notices of intent to conduct various activities on wetlands pay a fee based on the type of project being proposed. This sliding scale fee structure is established by the Secretary of Administration and Finance. 801 Code of Massachusetts Regulations (CMR) 4.02(310).

2. The first \$25 of the applicable fee belongs to the city or town and the balance is split equally between the community and the state. For example, if the applicable filing fee is \$75, the amount due the city or town is \$50 (\$25 plus ½ of \$50) and the amount due the state is \$25.
3. The applicant makes payment of the state portion of the fee directly to the Department of Environmental Protection (DEP) and pays the balance to the city or town. The specific procedures and instructions for making these payments are found in regulations promulgated by DEP. 310 CMR 10.03(7).

B. ACCOUNTING PROCEDURES

1. The conservation commission must turn over to the treasurer all wetlands filing fees received. The fees should be paid over as soon as possible, but at least weekly, accompanied by a report on the turnover. A copy of the report must also be forwarded to the town accountant or city auditor.
2. The town accountant or city auditor must credit all wetlands filing fees received by the conservation commission and paid to the treasurer to the Wetlands Protection Fund. No other revenue, including regulatory fines and penalties imposed by the conservation commission, is to be credited to the fund. Any interest earned on the fund belongs to the general fund.
3. At the beginning of the fiscal year, and on a periodic basis thereafter, the town accountant or city auditor should certify to the conservation commission the accumulated amount in the Wetlands Protection Fund available for expenditure. Before making the certification, the accountant or auditor should determine from the conservation commission whether there are any pending fee disputes. If a fee is in dispute, the amount of any potential refund should be reserved and not be spent until the dispute is resolved. If a refund is required, the amount of the refund should be charged to the revolving fund. See Section D below on refunds.

C. USE OF WETLAND FEES

1. The conservation commission may spend, without appropriation, unreserved monies in the Wetlands Protection Fund with the written approval of the mayor, city manager in Plan E cities, the selectmen or town manager in towns adopting a town manager form of government.

This approval of spending authority may be broadly granted, such as for the kinds or amounts of expenditures the commission may make from the fund. Approval could be given to the commission's proposed spending plan for the fiscal year, for example. The commission could then spend unreserved monies in the revolving fund consistent with that plan. Further approval of the mayor, city manager, selectmen or town manager during the year would only be needed for other proposed spending from the fund.

2. Monies in the Wetlands Protection Fund may only be used to carry out the conservation commission's duties under the Wetlands Protection Act, not for other commission activities.

a. Allowable expenditures. Any expenditure directly related to the administration and enforcement of the Wetlands Protection Act may be paid from the revolving fund. Examples would be the cost of engaging consultant and technical assistance to review proposed projects, or administrative or clerical expenses associated with processing notices of intent or regulatory decisions.

Monies in the revolving fund may also be used to pay salaries of regular employees to the extent attributable to wetland protection act activities. For example, if approximately 50% of the yearly activities of a clerical employee relate to wetlands protection, then 50% of the employee's salary could be paid out of the fund, along with the same proportion of the cost of any fringe benefits associated with the employment. Salaries can be paid from the fund in one of the following ways:

(1) Budget offset. With the approval of the conservation commission, the appropriating body may appropriate an amount to offset the conservation commission's annual budget from the accumulated unreserved monies in the revolving fund. The amount could not exceed that portion of the salaries attributable to wetlands protection activities that are included in the total conservation commission appropriated budget for the fiscal year. This is the recommended approach and is basically the same procedure currently used to spend from the fund for such purposes, except for the requirement of conservation commission approval.

However, where the conservation commission agrees to a budget offset, but insufficient unreserved monies have accumulated to fund an appropriation, the offset may be made by an inter-fund transfer at the end of the fiscal year instead. The full salaries would still be included in the conservation commission's appropriated budget and charged to the general fund during the year. Then at year's end, the accountant or auditor would transfer to the revolving fund salary expenses in the amount of the agreed upon offset, or the unreserved fund balance if less.

It is recommended that the offset amount be fixed by the appropriating body when approving the conservation commission's budget. Alternatively, the commission may agree by vote to a specific offset amount.

- (2) Split funding. Alternatively, communities may elect to appropriate only that portion of the employees' salaries not payable from the revolving fund. In that case, however, the positions would not be considered funded for the fiscal year unless, on July 1, or at the time of hire if during the year, there were sufficient unreserved monies accumulated and available in the fund to cover the rest of the salaries for the year. At the beginning of the fiscal year, or time of hire, the town accountant or city auditor should encumber the fund for the amount needed to fully pay the salaries.
 - (3) Full funding. In cases where an employee's activities relate solely to wetlands protection, the full salary, along with fringe benefits associated with employment, may be paid directly from the revolving fund. Again, however, the position would not be considered funded for the fiscal year unless, on July 1, or at the time of hire if during the year, there were sufficient unreserved monies accumulated and available in the fund to cover the entire salary for the year. At the beginning of the fiscal year, or time of hire, the town accountant or city auditor should encumber the fund for the amount needed to fully pay the salary.
- b. Non-allowable expenditures. Examples of expenditures that could not be charged to the revolving fund are attorney's fees for drafting conservation by-laws, the conservation commission's membership dues to a statewide organization, subscriptions, conferences and other general travel expenses. These expenditures are not directly related to the administration or enforcement of the Wetlands Protection Act, but rather relate to the operation of the conservation commission generally.

3. Payment of bills or payrolls being charged to the revolving fund must follow the normal warrant process used for other municipal expenditures.

D. REFUND OF DISPUTED FEES

1. Under the payment procedures established by DEP regulations, the applicant may dispute the amount of the fee the conservation commission determines is applicable to the proposed project. If the fee dispute is resolved in favor of the applicant, the applicant is entitled to a refund of the incorrect amount. One half of the refund is to be paid by the city or town and the other half by DEP.
2. If a refund is due, the conservation commission should prepare a voucher and submit the voucher, with appropriate supporting documentation, to the town accountant or city auditor for placement on the treasury warrant. A copy of the DEP decision would be sufficient documentation. Upon approval of the warrant, the treasurer will issue the refund to the applicant.

Town Manager

From: Greg Labrecque [REDACTED]
Sent: Wednesday, February 10, 2021 10:30 AM
To: Carol McLeod - Finance (X3040); Town Manager; Kevin Paicos
Subject: Use of ESSER 2 Funds for Assessments

Hello All,

Last night the School Committee voted unanimously to allow the use of ESSER 2 funds to lower the assessments for FY 2022 in Groveland and Merrimac. Because West Newbury's minimum contribution dropped into the negative they are ineligible to receive any benefit from this program for this purpose. The next step is for the Boards of Selectperson in all three Towns to vote to allow this use as well. The grant is silent on how the vote is tabulated so I am going with a majority of the Towns so two or more approvals would constitute a yes. This vote would lower the assessments by \$250,911 in Groveland and \$218,028 in Merrimac. As stated earlier West Newbury cannot participate in this calculation. Even with this funding applied the assessment increases for Groveland and Merrimac are significant so this is basically just a help for FY 2022 only. The risk, as always, is that one time money used for an ongoing calculation can compound a problem. However, the flip side is that the minimum local contribution bounces around so much that it may not matter going forward. We only know from year to year when the Governor releases his budget in January what the effect is for the next year.

If you could please place this item on your Boards next agenda for discussion and a vote I would appreciate it. At least then we know how the process can begin to play out. Let me know if you have any questions.

Thanks and stay well,

Greg

The Right-To-Know Law provides that most e-mail communications, to or from School District employees regarding the business of the School District, are government records available to the public upon request. Therefore, this e-mail communication may be subject to public disclosure. This e-mail is intended solely for the person or entity to which it is addressed and may contain confidential and/or privileged information. Any review, dissemination, copying, printing, or other use of this e-mail by persons or entities other than the addressee is strictly prohibited. If you receive this e-mail in error, please notify the sender immediately and delete the material from any device.

Town Manager

From: Greg Labrecque [REDACTED]
Sent: Wednesday, February 10, 2021 2:12 PM
To: Carol McLeod - Finance (X3040); Town Manager; Kevin Paicos
Subject: ESSER Request

Hi,

Carol had a good point about all of you using the same language for your ESSER funds use vote. May I suggest this:

Motion – To allow the Pentucket Regional School District to use a portion of its ESSER II grant allocation to lower the Fiscal Year 2022 assessments as allowed in the Governor’s House 1 budget language

That should do it. What this entails could be handled during any discussion taken up on the issue which I basically gave you in the first email.

Please respond to all if you are okay with this so we all know we are on the same page.

Thanks,

Greg

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Town Manager

From: Kevin Paicos [REDACTED]
Sent: Wednesday, February 17, 2021 12:03 PM
To: Greg Labrecque
Cc: Katheryn Worden; 'Carol McLeod - Finance'; Town Manager; Kevin Paicos; Bill O'Neil <boneil@grovelandma.com>; Ed Watson; Jason Naves; Kathleen Kastrinelis; Mike Wood
Subject: Esser 2 Vote

Greg – the Groveland BOS voted unanimously at their meeting last night to allow the Pentucket RSD to use part of its ESSER II grant to reduce the Town's assessment for FY '22.

Thank-you for this opportunity and please advise if you need anything further.

Please acknowledge receipt of this notice by return e-mail – thanks!

Best, KP

Kevin E. Paicos
Interim Finance Director
Town Hall, 183 Main Street
Groveland, MA 01834
[REDACTED]



TOWN OF WEST NEWBURY

381 Main Street
West Newbury, MA 01985
978-363-1100 ext. 110
978-363-1826 (Fax)

MEMORIAL DAY PARADE GUIDELINES

General: The West Newbury Memorial Day Parade is open to many different entries, including Pentucket School bands or music groups, color guards, antique cars, military vehicles, Scouting organizations and community marching units who wish to honor our fallen veterans by their participation and, further, the Parade is to celebrate West Newbury, its citizens and organizations.

The Board of Selectmen shall designate a Parade Chairperson to oversee and administer these guidelines, with the support of and in coordination with the Town Manager and designated Town personnel.

- Parade entries shall be in good taste, suitable for a family event and show respect to other parade participants and the community in general. The American flag shall be displayed properly. The Board of Selectmen shall confer upon the Parade Chairperson full and absolute authority to reject any entry, at any time, deemed by the Chairperson to be inappropriate or not representative of this community celebration.
- Any parade entries or participants promoting discrimination on the basis of race, color, ethnicity, sex/gender, religion, sexual orientation/identity, age or disability status, is prohibited and will be promptly removed.
- Lewd, disparaging or vulgar language shall not be allowed in the parade at any time. Improper language shall not be spoken, broadcasted (i.e. megaphone, speaker system), nor written on any banners or signs, during the procession of the parade, regardless of intent.
- Signs may be carried or placed on other items, vehicles or persons, and must be specifically related to honoring our veterans or to identify the entry.
- Elected officials or candidates for public office shall not wear campaign attire, buttons or other advocacy paraphernalia nor may campaign signage be used

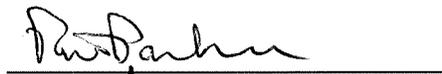
MEMORIAL DAY PARADE GUIDELINES

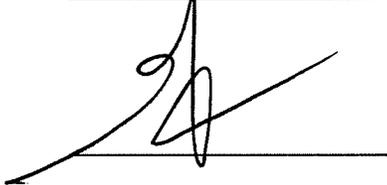
to decorate any vehicle or other items. Campaign literature may not be passed out while marching in the Memorial Day Parade.

- Animal entries must clean up after the animals as the parade progresses.
- Vehicles must be insured and road safe.
- All entries will keep moving with uniform spacing in line of march at all times.
- Handing out items and their method of distribution must be approved by the Parade Chairperson in advance.
- Alcoholic or other intoxicating beverages or controlled substances may not be consumed, carried, or possessed by parade participants during the event.
- Vehicles may be subject to search. No real weapons will be permitted. Replica weapons must be noted on the Entry Form and **MUST BE APPROVED** by the Parade Chairperson and the West Newbury Police Chief.

BOARD OF SELECTMEN OF TOWN OF WEST NEWBURY







Date

Approved on January 6, 2020

Residents Admin

From: Calvin, Alyssa [REDACTED]
Sent: Wednesday, January 20, 2021 9:50 AM
To: Residents Admin
Cc: Paul Sevigny; Jane Krafton; John Savage
Subject: RE: [EXTERNAL] Approved Annex use - Blood Drives

Thank you Annie!

Do you think we could explore the dates below now as well?

Thursday, July 8th double shift 9-7pm
 Friday, August 27th double shift 9-7pm
 Tuesday, September 28th 2-7pm
 Wednesday, October 13th 9-2pm
 Wednesday, November 24th 9-2pm (day before Thanksgiving)
 Friday, December 10th 2-7pm

Thank you,

Alyssa Calvin
Senior Account Manager, Donor Recruitment
Northern, MA
American Red Cross
 Northeast Division Biomedical Services
 99 Rosewood Drive
 Danvers, MA 01923



RAPIDPASS

Visit www.redcrossblood.org/RapidPass for more information.

From: Residents Admin [mailto:residents.admin@wnewbury.org]
Sent: Wednesday, January 20, 2021 9:26 AM
To: Calvin, Alyssa [REDACTED]
Cc: Paul Sevigny <psevigny@wnewbury.org>; Jane Krafton <jkrafton@wnewbury.org>; John Savage <jsavage@wnewbury.org>
Subject: [EXTERNAL] Approved Annex use - Blood Drives

Hello Alyssa~

Please find attached the approved use of the West Newbury Annex for the upcoming 7 Blood Drives. As I mentioned earlier I will leave the key for the Annex in an envelope marked "**Red Cross Blood Drive**" in the lobby of the Town Offices. Let me know if you have any questions.

ARTICLE REQUEST FORM
ATM 2021
ANNUAL TOWN MEETING

ARTICLE: Whether the Town should adopt a Wetlands Protection Bylaw

AMOUNT REQUESTED \$0.00

CONTACT PERSON Dawne Fusco

PHONE NUMBER [REDACTED]

Why should the town make this purchase or adopt this article? What needs will be met? Who will benefit?

Wetlands and their bordering lands are valuable to the community. Among other values they protect the public drinking supply, store flood water and prevent storm damage, filter pollutants and slow erosion, and provide wildlife habitat. Buffer zones of 200 feet from rivers and perennial streams and 100 feet from other wetland resource areas are also protected for these purposes. The Wetlands Protection Act (G.L. Ch. 131 sec. 40) (“the Act”) was enacted in 1972 and regulations under the Act (310 CMR 10.00) were first enacted in 1974. They recognize the values provided by wetlands and their buffer zones and give local Conservation Commissions responsibility for implementation.. Despite these efforts, more than half of the original wetlands on the continental United States have been lost to commercial, agricultural and residential development.

The Home Rule authority allows individual towns to provide additional wetland protections recognized by the Town as significant, to protect resource areas for their additional values beyond those recognized in the Act, and to impose additional standards and procedures in local regulations and permits through bylaws deemed appropriate by their residents. A majority of towns in Massachusetts have done so, including neighboring towns such as Newburyport, Merrimac, Georgetown, Boxford, and North Andover. West Newbury’s proposed Wetlands Protection Bylaw will protect the current and future inhabitants of the town from the costs of wetland degradation through regulations that more adequately protect the function of resource areas.

What factors affect the timing of this purchase or this request?

Wetlands continue to be lost and degraded through development and disturbance.
Enactment now can limit adverse impacts.

What ancillary costs do you anticipate? (Maintenance, Insurance, Training, etc.)

None

Please attach any supporting materials.

DRAFT

Town of West Newbury Conservation Commission

WETLANDS PROTECTION BYLAW

I. Purpose

The purpose of this bylaw is to protect the wetlands, water resources, flood prone areas, and adjoining upland areas in the Town of West Newbury by controlling activities deemed by the Conservation Commission likely to have a significant or cumulative effect on resource area values, including but not limited to the following: public or private water supply, groundwater supply, flood control, erosion and sedimentation control, storm damage prevention including coastal storm flowage, water quality, prevention and control of pollution, fisheries, shellfisheries, wildlife habitat, rare species habitat including rare plant and animal species, agriculture, aquaculture, and recreation values, deemed important to the community (collectively, the “resource area values protected by this bylaw”).

This bylaw is intended to utilize the Home Rule authority of West Newbury to protect the resource areas under the Wetlands Protection Act (G.L. Ch.131 §40; the Act) to a greater degree, to protect additional resource areas recognized by the Town as significant, to protect all resource areas for their additional values beyond those recognized in the Act, and to impose in local regulations and permits additional standards and procedures in addition to those of the Act and regulations thereunder (310CMR 10.00), subject, however, to the rights and benefits accorded to agricultural uses and structures of all kinds under the laws of the Commonwealth and other relevant bylaws of the Town of West Newbury.

II. Jurisdiction

Except as permitted by the Conservation Commission no person shall remove, fill, dredge, build upon, degrade, discharge into, or otherwise alter the following resource areas: any freshwater or coastal wetlands, marshes, wet meadows, bogs, swamps, vernal pools, springs, banks, reservoirs, lakes, ponds of any size, beaches, dunes, estuaries, and lands under water bodies; lands adjoining these resource areas out to a distance of 100 feet, known as the buffer zone; rivers, streams, brooks and creeks whether perennial or intermittent; lands adjoining these resource areas out to a distance of 200 feet, known as the riverfront area; lands subject to flooding or inundation by groundwater or surface water; and lands subject to tidal action, coastal storm flowage, or flooding (collectively the “resource areas protected by this bylaw”). Said resource areas shall be protected whether or not they border surface waters.

The jurisdiction of this bylaw shall not extend to uses and structures of agriculture that enjoy the rights and privileges of laws and regulations of the Commonwealth governing agriculture, including work performed for normal maintenance or improvement of land in agricultural or aquacultural uses as defined by the Wetlands Protection Act regulations, found at 310 CMR 10.04.

III. Exemptions and Exceptions

The applications and permits required by this bylaw shall not be required for work performed for normal maintenance or improvement of land in agricultural and aquacultural use as defined by the Wetlands Protection Act regulations at 310 CMR 10.04.

The applications and permits required by this bylaw shall not be required for maintaining, repairing, or replacing, but not substantially changing or enlarging, an existing and lawfully located structure or facility used in the service of the public to provide electric, gas, water, telephone, telegraph, or other telecommunication services,

provided that written notice has been given to the Conservation Commission prior to commencement of work, and provided that the work conforms to any performance standards and design specifications in regulations adopted by the Commission.

The applications and permits required by this bylaw shall not be required for emergency projects necessary for the protection of the health and safety of the public, provided that the work is to be performed by or has been ordered to be performed by an agency of the Commonwealth or a political subdivision thereof; provided that advance notice, oral or written, has been given to the Commission prior to commencement of work or within 24 hours after commencement; provided that the Commission or its agent certifies the work as an emergency project; provided that the work is performed only for the time and place certified by the Commission for the limited purposes necessary to abate the emergency; and provided that within 21 days of commencement of an emergency project a permit application shall be filed with the Commission for review as provided by this bylaw. Upon failure to meet these and other requirements of the Commission, the Commission may, after notice and a public hearing, revoke or modify an emergency project approval and order restoration and mitigation measures.

Other than stated in this bylaw, the exceptions provided in the Wetlands Protection Act (G.L. Ch. 131 §40) and regulations (310 CMR 10.00) shall not apply under this bylaw.

IV. Applications and Fees

Written application shall be filed with the Conservation Commission to perform activities affecting resource areas protected by this bylaw. The permit application shall include such information and plans deemed necessary by the Commission to describe proposed activities and their effects on the resource areas protected by this bylaw. No activities shall commence without receiving and complying with a permit issued pursuant to this bylaw.

In an appropriate case the Commission may accept as the application and plans under this bylaw any application and plans filed under the Wetlands Protection Act (G.L. Ch. 131 §40) and regulations (310 CMR 10.00), but the Commission is not obliged to do so.

Any person desiring to know whether or not a proposed activity or an area is subject to this bylaw may request, in writing, a determination from the Commission. Such a Request for Determination of Applicability (RDA) or Abbreviated Notice of Resource Area Delineation (ANRAD) filed under the Act shall include information and plans deemed necessary by the Commission.

At the time of an application, the applicant shall pay a filing fee specified in regulations of the Commission. The fee is in addition to that required by the Wetlands Protection Act and regulations.

Pursuant to G.L. Ch. 44 §53G and regulations promulgated by the Commission, the Commission may impose reasonable fees upon applicants for the purpose of securing outside consultants including engineers, wetlands scientists, wildlife biologists or other experts in order to aid in the review of proposed projects. Such funds shall be deposited with the town treasurer, who shall create an account specifically for this purpose. Additional consultant fees may be requested where the requisite review is more expensive than originally calculated or where new information requires additional consultant services.

Only costs relating to consultant work done in connection with a project for which a consultant fee has been collected shall be paid from this account, and expenditures may be made at the sole discretion of the Commission. Any consultant hired under this provision shall be selected by, and report exclusively to, the Commission. The Commission shall provide applicants with written notice of the selection of a consultant, identifying the consultant, the amount of the fee to be charged to the applicant, and a request for payment of that fee. Notice shall be deemed to have been given on the date it is mailed or delivered. The applicant may withdraw the application or request within five (5) business days of the date notice is given without incurring any costs or expenses.

The entire fee must be received before the initiation of consulting services. Failure by the applicant to pay the requested consultant fee within ten (10) business days of the request for payment shall be cause for the Commission to declare the application administratively incomplete and deny the permit without prejudice, except in the case of an appeal. The Commission shall inform the applicant and Department of Environmental Protection (DEP) of such a decision in writing.

The applicant may appeal the selection of an outside consultant to the Board of Selectmen, who may disqualify the consultant only on the grounds that the consultant has a conflict of interest or is not properly qualified. The minimum qualifications shall consist of either an educational degree or three or more years of practice in the field at issue, or a related field. The applicant shall make such an appeal in writing, and must be received within ten (10) business days of the date that request for consultant fees was made by the Commission. Such appeal shall extend the applicable time limits for action upon the application.

V. Notice and Hearings

Any person filing a permit or other application or RDA or ANRAD or other request with the Conservation Commission shall give written notice thereof, at the same time, by certified mail (return receipt requested) or hand delivery, to all abutters at their mailing addresses shown on the most recent applicable tax list of the assessors, including owners of land directly opposite on any public or private street or way, and abutters to the abutters within 300 feet of the property line of the applicant, including any in another municipality or across a body of water. The notice shall provide a brief description of the project or other proposal and the date of any Commission hearing or meeting date if known. The notice to abutters also shall include a copy of the application or request, with plans, or shall state where copies may be examined and obtained by abutters. An affidavit of the person providing such notice, with a copy of the notice mailed or delivered, shall be filed with the Commission. When a person requesting any determination is someone other than the owner, the request, the notice of the hearing and the determination itself shall be sent by the Commission to the owner as well as to the person making the request.

The Commission shall conduct a public hearing on any permit application, RDA, or ANRAD with written notice given at the expense of the applicant, at least five business days prior to the hearing, in a newspaper of general circulation in the municipality. The Commission shall commence the public hearing within 21 days from receipt of a completed permit application, RDA, or ANRAD unless an extension is authorized in writing by the applicant. The Commission shall have authority to continue the hearing to a specific date announced at the hearing, for reasons stated at the hearing, which may include the need for additional information from the applicant or others as deemed necessary by the Commission in its discretion, based on comments and recommendations of the boards and officials listed in §VI.

The Commission shall issue its permit, other order or determination in writing within 21 days of the close of the public hearing thereon unless an extension is authorized in writing by the applicant. The Commission in an appropriate case may combine its hearing under this bylaw with the hearing conducted under the Wetlands Protection Act (G.L. Ch.131 §40) and regulations (310 CMR 10.00).

VI. Coordination with Other Boards

Any person filing a permit application, RDA, or ANRAD with the Conservation Commission shall provide a copy thereof at the same time, by certified mail (return receipt requested) or hand delivery, to the planning board, board of health, and building inspector. An affidavit of the person providing notice, with a copy of the notice mailed or delivered, shall be filed with the Commission. The Commission shall not take final action until the above boards and officials have had 14 days from receipt of notice to file written comments and recommendations with the Commission, which the Commission shall take into account but which shall not be binding on the Commission. The applicant shall have the right to receive any comments and recommendations, and to respond to them at a hearing of the Commission, prior to final action.

VII. Burden of Proof

The applicant shall have the burden of proving by a preponderance of the credible evidence that the work proposed in the application will not harm the interests protected by this bylaw. Failure to provide the Commission with adequate evidence supporting a determination that the proposed work will not harm the interests protected by this bylaw shall be sufficient cause for the Commission to deny a permit or grant a permit with conditions, or, at the Commission's discretion, to continue the hearing to another date to enable the applicant or others to present additional evidence upon such terms and conditions the Commission deems reasonable.

VIII. Permits and Conditions

If the Conservation Commission, after a public hearing, determines that the activities which are subject to the permit application, or the land and water uses which will result therefrom, are likely to have a significant individual or cumulative effect on the resource area values protected by this bylaw, the Commission, within 21 days of the close of the hearing, shall issue or deny a permit for the activities requested. The Commission shall take into account the extent to which the applicant has avoided, minimized and mitigated any such effect. The Commission also shall take into account any loss, degradation, isolation, and replacement or replication of such protected resource areas elsewhere in the community and the watershed, resulting from past activities, whether permitted, unpermitted or exempt, and foreseeable future activities.

If it issues a permit, the Commission shall impose conditions which the Commission deems necessary or desirable to protect said resource area values, and all activities shall be conducted in accordance with those conditions. Where no conditions are adequate to protect said resource area values, the Commission is empowered to deny a permit for failure to meet the requirements of this bylaw. It may also deny a permit: for failure to submit necessary information and plans requested by the Commission; for failure to comply with the procedures, design specifications, performance standards, and other requirements in regulations of the Commission; or for failure to avoid, minimize or mitigate unacceptable significant or cumulative effects upon the resource area values protected by this bylaw. Due consideration shall be given to any demonstrated hardship on the applicant by reason of denial, as presented at the public hearing. The Commission may waive specifically identified and requested procedures, design specifications, performance standards, or other requirements set forth in its regulations, provided that: the Commission finds in writing after said public hearing that there are no reasonable conditions or alternatives that would allow the proposed activity to proceed in compliance with said regulations; that avoidance, minimization and mitigation have been employed to the maximum extent feasible; and that the waiver is necessary to accommodate an overriding public interest or to avoid a decision that so restricts the use of the property as to constitute an unconstitutional taking without compensation.

In reviewing activities within the buffer zone, the Commission shall presume the buffer zone is important to the protection of other resource areas because activities undertaken in close proximity have a high likelihood of adverse impact, either immediately, as a consequence of construction, or over time, as a consequence of daily operation or existence of the activities. These adverse impacts from construction and use can include, without limitation, erosion, siltation, loss of groundwater recharge, poor water quality, and loss of wildlife habitat. The Commission may establish, in its regulations, design specifications, performance standards, and other measures and safeguards, including setbacks, no-disturb areas, no-build areas, and other work limits for protection of such lands, including without limitation strips of continuous, undisturbed vegetative cover, unless the applicant convinces the Commission that the area or part of it may be disturbed without harm to the values protected by the bylaw

In reviewing activities within the riverfront area, the Commission shall presume the riverfront area is important to all the resource area values unless demonstrated otherwise, and no permit issued hereunder shall permit any activities unless the applicant, in addition to meeting the otherwise applicable requirements of this bylaw, has proved by a preponderance of the evidence that (1) there is no practicable alternative to the proposed project with less adverse effects, and that (2) such activities, including proposed mitigation measures, will have no significant adverse impact on the areas or values protected by this bylaw. The Commission shall regard as practicable an

alternative which is reasonably available and capable of being done after taking into consideration the proposed property use, overall project purpose (e.g., residential, institutional, commercial, or industrial), logistics, existing technology, costs of the alternatives, and overall project costs.

To prevent resource area loss, the Commission shall require applicants to avoid alteration wherever feasible; to minimize alteration; and, where alteration is unavoidable and has been minimized, to provide full mitigation. The Commission may authorize or require replication of wetlands as a form of mitigation, but only with specific plans, professional design, proper safeguards, adequate security, and professional monitoring and reporting to assure success, because of the significant likelihood of failure of replication.

The Commission may require a wildlife habitat study of the project area, to be paid for by the applicant, whenever it deems appropriate, regardless of the type of resource area or the amount or type of alteration proposed. The decision shall be based upon the Commission's estimation of the importance of the habitat area considering (but not limited to) such factors as proximity to other areas suitable for wildlife, importance of wildlife "corridors" in the area, or actual or possible presence of rare plant or animal species in the area. The work shall be performed by an individual who at least meets the qualifications set out in the wildlife habitat section of the Wetlands Protection Act regulations (310 CMR 10.60).

The Commission shall presume that all areas meeting the definition of "vernal pools" under §X of this bylaw, including the adjacent area, perform essential habitat functions. This presumption may be overcome only by the presentation of credible evidence which, in the judgment of the Commission, demonstrates that the basin or depression does not provide essential habitat functions. Any formal evaluation should be performed by an individual who at least meets the qualifications under the wildlife habitat section of the Wetlands Protection Act regulations.

A permit, Determination of Applicability (DOA), or Order of Resource Area Delineation (ORAD) shall expire three years from the date of issuance. Notwithstanding the above, the Commission in its discretion may issue a permit expiring five years from the date of issuance for recurring or continuous maintenance work, provided that annual notification of time and location of work is given to the Commission. Any permit may be renewed once for an additional one-year period, provided that a request for a renewal is received in writing by the Commission prior to expiration. Notwithstanding the above, a permit may identify requirements which shall be enforceable for a stated number of years, indefinitely, or until permanent protection is in place, and shall apply to all present and future owners of the land.

For good cause the Commission may revoke any permit, DOA, or ORAD or any other order, determination or other decision issued under this bylaw after notice to the holder, the public, abutters, and town boards, pursuant to §V and §VI, and after a public hearing.

Amendments to permits, DOAs, or ORADs shall be handled in the manner set out in the Wetlands Protection Act regulations and policies thereunder.

In an appropriate case the Commission may combine the decision issued under this bylaw with the permit, DOA, ORAD, or Certificate of Compliance (COC) issued under the Wetlands Protection Act and regulations.

No work proposed in any application shall be undertaken until the permit or ORAD issued by the Commission with respect to such work has been recorded in the registry of deeds or, if the land affected is registered land, in the registry section of the land court for the district wherein the land lies, and until the holder of the permit certifies in writing to the Commission that the document has been recorded. If the applicant fails to perform such recording, the Commission may record the documents itself and require the Applicant to furnish the recording fee therefore, either at the time of recording or as a condition precedent to the issuance of a COC.

IX. Regulations

After public notice and public hearing, the Conservation Commission shall promulgate rules and regulations to effectuate the purposes of this bylaw, effective when voted and filed with the town clerk. Failure by the Commission to promulgate such rules and regulations or a legal declaration of their invalidity by a court of law shall not act to suspend or invalidate the effect of this bylaw. At a minimum these regulations shall reiterate the terms defined in this bylaw, define additional terms not inconsistent with the bylaw, and impose filing and consultant fees.

X. Definitions

The following definitions shall apply in the interpretation and implementation of this bylaw.

The term “agriculture” shall refer to the definition as provided by G.L. Ch. 128 §1A.

The term “alter” shall include, without limitation, the following activities when undertaken to, upon, within or affecting resource areas protected by this bylaw:

- A. Removal, excavation, or dredging of soil, sand, gravel, or aggregate materials of any kind
- B. Changing of preexisting drainage characteristics, flushing characteristics, salinity distribution, sedimentation patterns, flow patterns, or flood retention characteristics
- C. Drainage, or other disturbance of water level or water table
- D. Dumping, discharging, or filling with any material which may degrade water quality
- E. Placing of fill, or removal of material, which would alter elevation
- F. Driving of piles, erection, expansion or repair of buildings, or structures of any kind
- G. Placing of obstructions or objects in water
- H. Destruction of plant life including but not limited to cutting or trimming of trees, shrubs and other vegetation
- I. Changing temperature, biochemical oxygen demand, or other physical, biological, or chemical characteristics of any waters
- J. Any activities, changes, or work which may cause or tend to contribute to pollution of any body of water or groundwater
- K. Incremental activities which have, or may have, a cumulative adverse impact on the resource areas protected by this bylaw.

The term “bank” shall include the land area which normally abuts and confines a water body; the lower boundary being the mean annual low flow level, and the upper boundary being the first observable break in the slope or the mean annual flood level, whichever is higher.

The term “person” shall include any individual, group of individuals, association, partnership, corporation, company, business organization, trust, estate, the Commonwealth or political subdivision thereof to the extent subject to town bylaws, administrative agency, public or quasi-public corporation or body, this municipality, and any other legal entity, its legal representatives, agents, or assigns.

The term “pond” shall follow the definition of 310 CMR 10.04 except that the size threshold of 10,000 square feet shall not apply.

The term “rare species” shall include, without limitation, all vertebrate and invertebrate animals and all plant species listed as endangered, threatened, or of special concern by the Massachusetts Division of Fisheries and Wildlife, regardless whether the site in which they occur has been previously identified by the Division.

The term “vernal pool” shall include, in addition to scientific definitions found in the regulations under the Wetlands Protection Act, any confined basin or depression not occurring in existing lawns, gardens, landscaped

areas or driveways which, at least in most years, holds water for a minimum of two continuous months during the spring and/or summer, contains at least 200 cubic feet of water at some time during most years, is free of adult predatory fish populations, and provides essential breeding and rearing habitat functions for amphibian, reptile or other vernal pool community species, regardless of whether the site has been certified by the Massachusetts Division of Fisheries and Wildlife. The boundary of the resource area for vernal pools shall be 100 feet outward from the mean annual high-water line defining the depression.

Except as otherwise provided in this bylaw or in associated regulations of the Conservation Commission, the definitions of terms and the procedures in this bylaw shall be as set forth in the Wetlands Protection Act (G.L. Ch. 131 §40) and regulations (310 CMR 10.00).

XI. Security

As part of a permit issued under this bylaw, in addition to any security required by any other municipal or state board, agency, or official, the Conservation Commission may require that the performance and observance of the conditions imposed thereunder (including conditions requiring mitigation work) be secured wholly or in part by one or both of the methods described below:

A. By a proper bond, deposit of money or negotiable securities under a written third-party escrow arrangement, or other undertaking of financial responsibility sufficient in the opinion of the Commission, to be released in whole or in part upon issuance of a COC for work performed pursuant to the permit.

B. By accepting a conservation restriction, easement, or other covenant enforceable in a court of law, executed and duly recorded by the owner of record, running with the land to the benefit of West Newbury whereby the permit conditions shall be performed and observed before any lot may be conveyed other than by mortgage deed. This method shall be used only with the consent of the applicant.

XII. Enforcement

No person shall remove, fill, dredge, build upon, degrade, or otherwise alter resource areas protected by this bylaw, or cause, suffer, or allow such activity, or leave in place unauthorized fill, or otherwise fail to restore illegally altered land to its original condition, or fail to comply with a permit or an enforcement order issued pursuant to this bylaw.

The Conservation Commission, its agents, officers, and employees shall have authority to enter upon privately owned land for the purpose of performing their duties under this bylaw and may make or cause to be made such examinations, surveys, or sampling as the Commission deems necessary, subject to the constitutions and laws of the United States and the Commonwealth.

The Commission shall have authority to enforce this bylaw, its regulations, and permits issued thereunder by letters, phone calls, electronic communication and other informal methods, violation notices, non-criminal citations under G.L. Ch. 40 §21D, and civil and criminal court actions. Any person who violates provisions of this bylaw may be ordered to restore the property to its original condition and take other action deemed necessary to remedy such violations, or may be fined, or both.

Upon request of the Commission, the Board of Selectmen and town counsel shall take legal action for enforcement under civil law. Upon request of the Commission, the chief of police shall take legal action for enforcement under criminal law.

Municipal boards and officers, including any police officer or other officer having police powers, shall have authority to assist the Commission in enforcement.

Any person who violates any provision of this bylaw, or regulations, permits, or administrative orders issued thereunder, shall be punished by a fine set by the Commission of not more than \$300. Each day or portion thereof during which a violation continues, or unauthorized fill or other alteration remains in place, shall constitute a separate offense, and each provision of the bylaw, regulations, permits, or administrative orders violated shall constitute a separate offense.

As an alternative to criminal prosecution in a specific case, the Commission may issue citations with specific penalties pursuant to the non-criminal disposition procedure set forth in G.L. Ch. 40 §21D, which has been adopted by West Newbury in §XXVIII of the bylaws of the Town of West Newbury.

XIII. Appeals

A decision of the Conservation Commission shall be reviewable in the superior court in accordance with G.L. Ch. 249 §4.

XIV. Relation to the Wetlands Protection Act

This bylaw is adopted under the Home Rule Amendment of the Massachusetts Constitution and the Home Rule statutes, independent of the Wetlands Protection Act (G.L. Ch. 131 §40) and regulations (310 CMR 10.00) thereunder. It is the intention of this bylaw that the purposes, jurisdiction, authority, exemptions, regulations, specifications, standards, and other requirements shall be interpreted and administered as stricter than those under the Wetlands Protection Act and regulations.

XV. Severability

The invalidity of any section or provision of this bylaw shall not invalidate any other section or provision thereof, nor shall it invalidate any permit, approval or determination which previously has been issued.

ARTICLE REQUEST FORM

ARTICLE:

AMOUNT REQUESTED:

CONTACT PERSON:

PHONE NUMBER:

Why should the Town make this purchase? What needs will be met? Who will benefit?

What factors affect the timing of this purchase?

When should this Article be sunsetted--how long will the project take?

What ancillary costs do you anticipate? (Maintenance, Insurance, Training, etc.)

Does this Article involve improvement, preservation or creation of tangible Town-owned assets and projects which 1) have useful life of at least five years; 2) cost over \$20,000 and or 3) for which the Town is authorized to borrow funds? If so, please confirm that this item is on the Capital Improvements Committee Schedule for future capital investments.

Please attach additional pages or other supporting documentation.

ARTICLE REQUEST FORM

(To be presented at the Fiscal Year 2022 Annual Town Meeting.)

ARTICLE: To see if the town will vote to transfer the sum of \$ 131,000.00 from the Water Enterprise Fund Free Cash Account to the Water Enterprise Stabilization Fund.

AMOUNT REQUESTED: \$131,000.00
CONTACT PERSON: Mike Gootée
PHONE NUMBER: 363-1100 x128

Why should the town make this purchase? What needs will be met? Who will benefit?

The Water Department maintains a capital items spreadsheet just like the town's "C.I.C. spreadsheet," and the Water Stabilization Fund will provide funding for capital projects and purchases for the Water Department. It is subject to state laws governing Stabilization Funds.

What factors affect the timing of this purchase?

The \$131,000.00 figure represents System Development Fees collected in FY 2016, FY2017, FY2018, FY2019 and FY2020.

What ancillary costs do you anticipate? (Maintenance, Insurance, Training)

It is important that the System Development Fee receipts be used for capital items only and not operating expenses. This transfer moves the specified receipts into an account to be used only for Capital Projects. Additionally, we will attempt to transfer in from Free Cash as needed to support future year projects and purchases as indicated by the Water Department Capital Items Spreadsheet.

SPECIAL ARTICLE REQUEST FORM

ARTICLE: (To be presented at the Fiscal Year 2022 Annual Town Meeting.)

To see if the town will vote to transfer the sum of \$160,000.00 from the Water Enterprise Fund Free Cash Account to make interior repairs to the Pipestave Water Tank.

AMOUNT REQUESTED: \$160,000.00

CONTACT PERSON: Mike Gootée

PHONE NUMBER: 363-1100 ext. 128

Why should the town make this purchase? What needs will be met? Who will benefit?

The high-performance elastomeric coating system to the eleven cast in place wall slots are failing and need to be replaced because they are leaking. At the same time the interior of the tank will be drained, cleaned and the installation of a mixing unit will be installed for better water quality before putting the tank back in service.

What factors affect the timing of this purchase?

The longer we wait to repair the water tank, the more it will leak and the repairs could get more costly.

What ancillary costs do you anticipate? (Maintenance, Insurance, Training, etc.)

We spend about \$5,000/year for interior cleaning and sediment removal which is part of our normal operating budget. Other than that cost, the interior maintenance to the water tank is estimated to last approximately 30 years before needing additional preventative maintenance. After this work is completed we will be spending approximately \$50,000 to complete the maintenance on the exterior of the water tank.

When should this Article be sunsetted—how long will the project take?

No sunset clause requested at this time. If it is now a requirement to have a sunset clause then we would request a 3-year sunset clause. There are many factors associated with the timing of performing these repairs. Temperature and water demand will determine when the repairs can be done since we will be purchasing all of our water demand from the City off Newburyport at this time.

What ancillary cost do you anticipate? (Maintenance, Insurance, Training, etc.)

Nothing other than the normal \$5,000.00/year we spend on normal maintenance which comes out of our operating budget.

ARTICLE REQUEST FORM

ARTICLE: Public Safety Computer Server

AMOUNT REQUESTED: \$18,000

CONTACT PERSON: Chief Jeff Durand

PHONE NUMBER: 978-363-1213

Why should the town make this purchase? What needs will be met? Who will benefit?

We are requesting funding through a special article to replace our public safety network server. This equipment is used for the day-to-day operation of the public safety departments. It is important for the town to consider this purchase because of its age. This equipment commonly has an 8–10-year lifespan and is currently 13-years old.

What factors affect the timing of this purchase?

This equipment was transferred from our old building in 2003 and portions of the server systems were upgraded in 2008. The operating system is currently at its end of life, and the hardware is out of date, and no longer available.

What ancillary costs do you anticipate? (Maintenance, Insurance, Training, etc.)

None

Please attach additional pages or other supporting documentation.

West Newbury's server Hardware (no OS).	\$5,000.00
Windows Server Standard 2019 VL 16 Core	\$1,200.00
Windows Server 2019 CAL Device	\$800.00
Altaro Backup	\$875.00
NAS for backup	\$1,300.00
1500VA UPS	\$429.00
Ubiquiti 48 port POE	
UniFi Nano	
Labor	\$7,600.00

The above network equipment will be purchased through vendors currently on the State Bid List such as Dell. Labor costs are an estimate and no workstations will be replaced.

ARTICLE REQUEST FORM

ARTICLE: World War II Gym Trust Fund

AMOUNT REQUESTED: 287.57

CONTACT PERSON: Stephanie Frontiera

PHONE NUMBER: [REDACTED]

Why should the Town make this purchase? What needs will be met? Who will benefit?

The town should vote to move to transfer \$287.57 from Free Cash to World War II Gym Stabilization Fund to cover an over expenditure dated back to Fiscal Year 2016. This will eliminate the hit to free cash on a yearly basis due to the overexpended Trust Fund.

What factors affect the timing of this purchase?

Close out deficit in World War II Gym Trust Fund Deficit

When should this Article be sunsetted—how long will the project take?

N/A

What ancillary costs do you anticipate? (Maintenance, Insurance, Training, etc.)

N/A

Does this Article involve improvement, preservation or creation of tangible Town-owned assets and projects which 1) have useful life of at least five years; 2) cost over \$20,000 and or 3) for which the Town is authorized to borrow funds? If so, please confirm that this item is on the Capital Improvements Committee Schedule for future capital investments.

Please attach additional pages or other supporting documentation.

Town Manager

From: Town Accountant
Sent: Wednesday, February 10, 2021 4:31 PM
To: Town Manager
Subject: World War II Gym Trust fund deficit
Attachments: World War II Gym.pdf

Hello Angus:

I have done a bunch of research on the WW II Gym trust deficit in the amount of 287.57. In 2010 the account as fully expended. IN 2015 a carryforward was set up for some reason (shouldn't have been) in amount of -287.57 through 2018. In 2018 looks like Laurie tried to fix with a positive 287.57 when in return it caused account to still be overspent.

Michael provided me with some information on the account dated back to 1946.

Can I propose a Town Meeting article to transfer from Free Cash 287.57 to clear this up? Not sure how else I can fix this.

Thank you,

Stephanie Frontiera

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

Vadar

Parameters: Fiscal Year: 2021 Start Date: 7/1/2020 end: 02/10/2021

Ledger History - Allocated Trial Balance - General Ledger

Account Number		Allocated	Debits	Credits	Ending
80-122-3590-801010	FB - World War II Gym	287.57	0.00	0.00	287.57
1 Account(s) totaling:		287.57	0.00	0.00	287.57

Softright

TOWN OF WEST NEWBURY

Expenditure Report

From 07/01/2000 to 06/30/2019

8012257001019 Ending Bal	\$0.00	\$0.00	\$15,501.86	\$452.77	\$0.00	\$15,049.09	2.92%
Period Total	\$0.00	\$0.00	\$15,501.86	\$452.77	\$0.00		

Elliot Charity Exp(Designated)		80001225700570011110000		Pkt #	Debits	Credits	Approp	Expended	Encumbered	Available	% Exp
01/12/2012	BDAPP	Bdgt for Elliot Draw Dwn vted 1/12/12		9790	\$0.00	\$0.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	0.00%
01/18/2012	APWAR	MARQUIS, CAROL		2664	\$0.00	\$0.00	\$0.00	\$697.50	\$0.00	\$2,802.50	19.92%
02/01/2012	APWAR	R. A. Briscoe, Inc.		2668	\$0.00	\$0.00	\$0.00	\$350.00	\$0.00	\$2,452.50	29.92%
04/25/2012	APWAR	R. A. Briscoe, Inc.		2692	\$0.00	\$0.00	\$0.00	\$2,200.00	\$0.00	\$252.50	92.78%
04/25/2012	APWAR	R. A. Briscoe, Inc.		2692	\$0.00	\$0.00	\$0.00	\$430.00	\$0.00	\$-177.50	105.07%
08/29/2012	APWAR	R. A. Briscoe, Inc.		2728	\$0.00	\$0.00	\$0.00	\$19,200.00	\$0.00	\$-19,377.50	653.64%
10/24/2012	EXENT	reclass Briscoe & Croft Inv		10116	\$0.00	\$0.00	\$0.00	\$950.00	\$0.00	\$-20,327.50	680.78%
10/24/2012	EXENT	reclass Briscoe & Croft Inv		10116	\$0.00	\$0.00	\$0.00	\$9,600.00	\$0.00	\$-29,927.50	955.07%
11/21/2012	APWAR	Tuition Management Systems		2749	\$0.00	\$0.00	\$0.00	\$881.70	\$0.00	\$-30,809.20	980.26%
01/15/2013	APWAR	Tuition Management Systems		2769	\$0.00	\$0.00	\$0.00	\$1,218.30	\$0.00	\$-32,027.50	1015.07%
03/12/2014	APWAR	Town of West Newbury		2902	\$0.00	\$0.00	\$0.00	\$4,158.22	\$0.00	\$-36,185.72	1133.87%
04/23/2014	APWAR	Town of West Newbury		2916	\$0.00	\$0.00	\$0.00	\$1,525.80	\$0.00	\$-37,711.52	1177.47%
07/01/2014	BDCFW	SOY Spec Rev Budgetary Entries		10861	\$0.00	\$0.00	\$4,315.98	\$0.00	\$0.00	\$-33,395.54	527.27%
10/22/2014	APWAR	Town of West Newbury		3001	\$0.00	\$0.00	\$0.00	\$1,603.81	\$0.00	\$-34,999.35	547.79%
01/14/2015	APWAR	Town of West Newbury		3023	\$0.00	\$0.00	\$0.00	\$1,629.04	\$0.00	\$-36,628.39	568.63%
04/22/2015	APWAR	Town of West Newbury		3059	\$0.00	\$0.00	\$0.00	\$1,629.03	\$0.00	\$-38,257.42	589.47%
04/22/2015	EXENT	RECLASS ELLIOT FUND-04-22-15		12086	\$0.00	\$0.00	\$0.00	\$-545.90	\$0.00	\$-37,711.52	582.49%
08/12/2015	APWAR	Town of West Newbury		3114	\$0.00	\$0.00	\$0.00	\$658.46	\$0.00	\$-38,369.98	590.91%
08/12/2015	EXENT	RECLASS ELLIOTT FUND ASSISTANCE		13101	\$0.00	\$0.00	\$0.00	\$-658.46	\$0.00	\$-37,711.52	582.49%
80001225700570011110000					\$0.00	\$0.00	\$7,815.98	\$45,527.50	\$0.00	\$-37,711.52	582.49%
Period Total					\$0.00	\$0.00	\$7,815.98	\$45,527.50	\$0.00		

5700 Other Ending Bal	\$0.00	\$0.00	\$1,354,532.38	\$137,149.19	\$0.00	\$1,217,383.19
	\$0.00	\$0.00	\$1,354,532.38	\$137,149.19	\$0.00	

Transfer Out-WW II GYm		8012259601013		Pkt #	Debits	Credits	Approp	Expended	Encumbered	Available	% Exp
03/05/2010	EXENT	xfr FB WW II Gym to GF		9059	\$0.00	\$0.00	\$0.00	\$2,050.63	\$0.00	\$-2,050.63	100.00%
04/30/2010	BDCFW	CF Bgts FY10 Grnts, Spec Rev & Gift		9115	\$0.00	\$0.00	\$2,050.63	\$0.00	\$0.00	\$0.00	100.00%
07/01/2015	BDCFW	RECORD FY2015 CARRYFORWARD INTO		12128	\$0.00	\$0.00	\$-287.57	\$0.00	\$0.00	\$-287.57	116.31%
07/01/2016	BDCFW	RECORD CARRYFORWARD REVOLVING		13683	\$0.00	\$0.00	\$-287.57	\$0.00	\$0.00	\$-575.14	138.97%
07/01/2017	BDCFW	FY18 Trust Fund Carryforward		14774	\$0.00	\$0.00	\$-287.57	\$0.00	\$0.00	\$-862.71	172.62%
07/01/2018	BDCFW	FY19 Budget Carryforwards		16290	\$0.00	\$0.00	\$287.57	\$0.00	\$0.00	\$-575.14	138.97%

TOWN OF WEST NEWBURY

Expenditure Report

From 07/01/2000 to 06/30/2019

8012259601013 Ending Bal	\$0.00	\$0.00	\$1,475.49	\$2,050.63	\$0.00	\$-575.14	138.97%
Period Total	\$0.00	\$0.00	\$1,475.49	\$2,050.63	\$0.00		

Transfer Out-Post War Rehab
8012259601014

	Pkt #	Debits	Credits	Approp	Expended	Encumbered	Available	% Exp
03/05/2010 EXENT xfr FB Post War Rehab to GF	9058	\$0.00	\$0.00	\$0.00	\$901.83	\$0.00	\$-901.83	100.00%
04/30/2010 BDCFW CF Bgts FY10 Grnts, Spec Rev & Gift	9115	\$0.00	\$0.00	\$901.83	\$0.00	\$0.00	\$0.00	100.00%
8012259601014 Ending Bal		\$0.00	\$0.00	\$901.83	\$901.83	\$0.00	\$0.00	100.00%
Period Total		\$0.00	\$0.00	\$901.83	\$901.83	\$0.00		

Elwell Square Sign - Transfer Out
8012259601016

	Pkt #	Debits	Credits	Approp	Expended	Encumbered	Available	% Exp
07/01/2014 BDCFW SOY Spec Rev Budgetary Entries	10861	\$0.00	\$0.00	\$706.31	\$0.00	\$0.00	\$706.31	0.00%
07/01/2015 BDCFW RECORD FY2015 CARRYFORWARD INTO	12128	\$0.00	\$0.00	\$709.46	\$0.00	\$0.00	\$1,415.77	0.00%
07/01/2016 BDCFW RECORD CARRYFORWARD REVOLVING	13683	\$0.00	\$0.00	\$714.83	\$0.00	\$0.00	\$2,130.60	0.00%
07/01/2017 BDCFW FY18 Trust Fund Carryforward	14774	\$0.00	\$0.00	\$714.83	\$0.00	\$0.00	\$2,845.43	0.00%
07/01/2018 BDCFW FY19 Budget Carryforwards	16290	\$0.00	\$0.00	\$712.17	\$0.00	\$0.00	\$3,557.60	0.00%
8012259601016 Ending Bal		\$0.00	\$0.00	\$3,557.60	\$0.00	\$0.00	\$3,557.60	0.00%
Period Total		\$0.00	\$0.00	\$3,557.60	\$0.00	\$0.00		

John J Mcgrath Agri - Transfers Out
8012259601017

	Pkt #	Debits	Credits	Approp	Expended	Encumbered	Available	% Exp
07/01/2014 BDCFW SOY Spec Rev Budgetary Entries	10861	\$0.00	\$0.00	\$13,748.91	\$0.00	\$0.00	\$13,748.91	0.00%
07/01/2015 BDCFW RECORD FY2015 CARRYFORWARD INTO	12128	\$0.00	\$0.00	\$13,811.14	\$0.00	\$0.00	\$27,560.05	0.00%
07/01/2016 BDCFW RECORD CARRYFORWARD REVOLVING	13683	\$0.00	\$0.00	\$14,035.83	\$0.00	\$0.00	\$41,595.88	0.00%
07/01/2017 BDCFW FY18 Trust Fund Carryforward	14774	\$0.00	\$0.00	\$14,035.83	\$0.00	\$0.00	\$55,631.71	0.00%
07/01/2018 BDCFW FY19 Budget Carryforwards	16290	\$0.00	\$0.00	\$13,983.41	\$0.00	\$0.00	\$69,615.12	0.00%
8012259601017 Ending Bal		\$0.00	\$0.00	\$69,615.12	\$0.00	\$0.00	\$69,615.12	0.00%
Period Total		\$0.00	\$0.00	\$69,615.12	\$0.00	\$0.00		

Transfers Out- Stabilization
8012259601018

	Pkt #	Debits	Credits	Approp	Expended	Encumbered	Available	% Exp
12/31/2007 EXENT Recap - Transf Stab Appr '08 Budg	8458	\$0.00	\$0.00	\$0.00	\$126,000.00	\$0.00	\$-126,000.00	100.00%
12/31/2007 EXENT Recap - Transf Stab Resrvd '08 Budget	8461	\$0.00	\$0.00	\$0.00	\$101,000.00	\$0.00	\$-227,000.00	100.00%
11/30/2008 EXENT Recap - ATM Stab Transf	8683	\$0.00	\$0.00	\$0.00	\$456,300.00	\$0.00	\$-683,300.00	100.00%
04/26/2010 RVENT	9153	\$0.00	\$0.00	\$0.00	\$136,137.00	\$0.00	\$-819,437.00	100.00%
04/26/2010 BDAPP Use of funds ATM 04/10 Art16	9150	\$0.00	\$0.00	\$136,137.00	\$0.00	\$0.00	\$-683,300.00	601.92%
07/01/2010 EXENT xfr frm stab to GF- Backhoe/loader	9261	\$0.00	\$0.00	\$0.00	\$81,000.00	\$0.00	\$-764,300.00	661.41%

Annual Town Meeting
March 2, 1946

TOWN OF WEST NEWBURY

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and that the Selectmen be required to accept the highest net price offered for the property, subject to the approval of the Town at a subsequent Town meeting and that Elmer K. Thompson be given every opportunity to purchase the farm. The motion as amended was voted by the Town.

Article 35—The recommendation of the Finance committee was adopted and the Town voted to establish a "Veterans of World War II Memorial Gymnasium Fund," and appropriate the following special accounts to the fund: real estate sale \$525.00, sale of William Farrington property \$235.85, and to authorize the Town Treasurer to accept on behalf of the fund any gifts that may be added to from time to time as the Town shall desire, and that the gymnasium be available to all citizens of the Town.

Article 36—The report of the Finance committee was adopted and the Town voted to appropriate and raise the sum of \$365.00 to rearrange the doors on the fire engine houses on Main and Garden streets.

Article 37—The recommendation of the Finance committee was adopted and the Town voted to appropriate and raise the sum of \$700.00 to extend the water mains on Garden street from Laurel Grange hall to the residence of George A. Knowles. Said sum to be used together with the balance of the appropriation from a previous contract.

Article 38—The recommendation of the Finance committee was adopted and the Town voted to appropriate and raise the sum of \$700.00 to resurface and oil Bailey's Lane.

Article 39—The recommendation of the Finance committee was adopted and the Town voted that no action be taken in regard to changing the terms of the Selectmen, Assessors and Board of Public Welfare.

Article 40—A resolution was voted that it was the sense of the meeting that the polls on election day be kept open until 6 o'clock P. M.

The Finance committee recommended that the question of closing of the polls be referred to the meeting of March 4 in accordance with the provisions of Chapter 54, Section 64, General Laws.

Annual Town Meeting
March 2, 1946

Art. 3 The Budget

TOWN OF WEST NEWBURY

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Library	500.00
Gymnasium	75.00
Memorial Day—G. A. R. \$35.00; American Legion \$25.00	Total 60.00
Town Clock	50.00
Training Field	75.00
Taxes to Haverhill	50.00
Town Reports	450.00
Insurance	1600.00
Reserve Fund	1000.00
Care of Soldiers' Graves	180.00
Interest	1700.00
Hydrant Rental	460.00
Dog Officer	25.00
Clerical Assistance	208.00
Total	\$78,355.00

From the Water Department Reserve Fund to the Operating Account of Department \$2000.00, \$200.00 salaries for the Water Commissioners is to be paid and \$100.00 for the Town Tax Collector's salary.

From the Water Department Reserve Fund to the Water Bond Account \$1500.00 and from available funds \$1500.00 to the Water Bond Account, Total \$3000.00. The Town voted to appropriate and raise the money voted item by item.

Article Four—The Town voted to authorize the Town Treasurer, with the approval of the majority of the Selectmen, to borrow money from time to time in anticipation of the revenue of the fiscal year beginning January 1, 1946, and to issue a note or notes, therefor payable within one year, and to renew any notes or note as may be given for a period of less than one year, in accordance with the provisions of Chapter 44 General Laws.

Article Five—Voted as recommended by the Finance committee, that the Collector of Taxes be instructed to issue tax bills and collect Taxes in Accordance with law as defined in Chapter 60 of the General Laws.

Article Six—Voted that the compensation of Town Officers be amounts provided for by the appropriations made under Arti-

Town Manager

From: Town Accountant
Sent: Thursday, February 18, 2021 9:52 AM
To: Town Manager
Subject: Article to cover grant deficits

Hi Angus:

I don't have the exact number however in Fy19 charges were not covered by grants and expenses were not moved out of grant to be covered by general fund in that year. This leaves deficits in the grants as you can see per our Free Cash cert.

- MEMA Emp grant
- DOER OATRA grant \$60
- Fy19/Fy18 911 training and support incentive grants

I'm hoping I can get to the bottom of the 19 grants however this could cost the Town up to 17K in Free Cash. However there is a strong possibility that they will need to be covered with free cash. Going forward departments need to be held accountable, I will need to schedule monthly meetings and obtain all records that are submitted to the state to eliminate this issue. This was an issue in my prior community as well. I am tied up with a bunch of other items on my desk today but will try and do more research over the weekend and next week.

Thanks,

Vwhskdq lh#I urqwLhud#
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

MEMORANDUM

To: City of Newburyport, Attn: Thomas D. Cusick, Jr., WTO, Superintendent, City of Newburyport DPS/Water Division; Geordie Vining, Senior Project Manager, and Andy Port, Planning Director, City of Newburyport Office of Planning and Economic Development

Commonwealth of Mass. Dept. of Conservation and Recreation, Attn: Louis Ross, Assistant General Counsel and Christine Berry, Land Protection Specialist

The Town of West Newbury, Attn: Angus Jennings, Town Manager

From: Lauren Butler, Counsel, Essex County Greenbelt Association, Inc. ("Greenbelt")

Date: February 19, 2021

Re: Artichoke River Woods Conservation Restriction (the "CR") on, over and across those certain 38+/- acres of land located on Middle Street in West Newbury, Essex County, Massachusetts, which real property is identified as Parcels R27-28, R27-28A and R27-29 in the West Newbury assessor records and is comprised of all of the land described in that certain deed recorded in the Essex Southern District Registry of Deeds in Book 6547, Page 419, and a portion of the land described in that certain deed recorded in said registry in Book 6703, Page 590 (collectively, the "Property")

The memorandum is intended to outline the obligations of the parties with respect to Greenbelt's sale of the CR to The Commonwealth of Massachusetts, acting by and through its Department of Conservation and Recreation ("DCR"), the City of Newburyport, acting by and through its Board of Water and Sewer Commissioners ("Newburyport") and West Newbury acting by and through its Conservation Commission ("West Newbury") immediately following Greenbelt's purchase of the Property, all as part of a single combined closing, as well as the logistics for such closing. The closing is scheduled to occur on March 31, 2021 (the "Closing Date"). DCR, Newburyport and West Newbury agree that Greenbelt shall be under no obligation to convey the CR unless and until Greenbelt has acquired title to the Property.

Actions in Advance of the Closing Date:

- No later than March 9th (unless Greenbelt is notified promptly with an alternate later date), Greenbelt shall provide DCR with a scanned copy of its executed counterpart to the CR, and Newburyport and West Newbury shall provide Greenbelt with their respective original executed counterparts to the CR and shall provide DCR with scanned copies of the same.
- DCR shall provide Greenbelt with an original counterpart to the CR executed by the Secretary of Energy and Environmental Affairs no later than March 25, 2021.

- No later than March 12, 2021, West Newbury shall deliver a check in the amount of \$175,000 made payable to “Chicago Title Insurance Company, as escrow agent,” to Chicago Title Insurance Company, Attn: Philip A. Tanner, Esq., 265 Franklin Street, 8th Floor, Boston, MA 02110 (collectively, the “West Newbury Funds”).
- No later than March 26, 2021, Newburyport shall deliver \$525,000 in escrow to Chicago Title Insurance Company by means of a wire transfer of immediately available funds pursuant to wiring instructions which shall be provided (collectively, the “Newburyport Funds”).
- No later than March 26, 2021, Greenbelt shall deliver the fully executed original CR to Chicago Title Insurance Company in escrow.

Actions on the Closing Date:

- All document and/or instruments necessary for the conveyance of the Property to Greenbelt shall be recorded at the Southern Essex District Registry of Deeds (the “Registry”), which instruments shall include, but not be limited to, discharges of those certain mortgages recorded with the Registry in Book 29795 at Page 149 and Book 39513 at Page 207, respectively (collectively, the “Discharges”), that certain approval-not-required plan entitled “Plan of Land, #430 Middle Street, West Newbury, MA, property of Preston E. & Debora M. Rogers” prepared by Donohoe Survey, Inc., and dated January 22, 2021, by which the Property shall become a single legal lot (the “ANR Plan”), unless such plan has been earlier recorded, and a quitclaim deed to the Property from the current owners to Greenbelt (the “Deed”).
- The CR shall be recorded at the Registry, so long as the CR is subject only to (i) provisions of existing building and zoning laws, (ii) such property taxes for the then-current year as are not due and payable on the Closing Date, (iii) any statutory liens imposed by virtue of the Property’s enrollment in a preferential tax classification pursuant to M.G.L. Chapters 61, 61A and/or 61B, (iv) any liens for municipal betterments assessed after the Closing Date, (v) rights of upper and lower riparian owners in and to the waters of the Artichoke River and the natural flow thereof, and (vi) matters shown on the ANR Plan.
- Chicago Title Insurance Company and/or Greenbelt shall provide DCR, Newburyport and West Newbury with scanned copies of the recorded Discharges, ANR Plan, Deed and CR via email.
- The Newburyport Funds and the West Newbury Funds shall be released by Chicago Title Insurance Company in accordance with Greenbelt’s instructions.

Actions following the Closing Date:

- DCR shall deliver to Greenbelt a check in the amount of \$175,000 made payable to Greenbelt within one (1) business day of the Closing Date.

Town Manager

From: Vanessa Johnson-Hall [REDACTED]
Sent: Thursday, February 18, 2021 4:34 PM
To: Ross, Louis (DCR); Thomas Cusick; Geordie Vining; Town Manager; Berry, Christine (DCR); Michael McCarron; Andrew Port
Subject: Re: FW: West Newbury CR #22 Ref #16942; Artichoke River Woods Conservation Project
Attachments: West Newbury CR 22 Ref 16942 Approved for Signatures 2.16.2021 - REVISED.pdf

Hi Everyone,

I created a single PDF document of the CR that incorporates all of the exhibits, and removes the highlighting from the BOWSC signature page. Please see attached.

Vanessa

On Thu, Feb 18, 2021 at 3:47 PM Ross, Louis (DCR) [REDACTED] wrote:

Hello all,

There are three clerical errors in the approved CR that were pointed out to me this morning that require revisions:

1. to delete "Except in the Zone A" at the beginning of Paragraph F of Article III of the CR consistent with Catherine's email on January 21 (copy attached),
2. to change the names of the members of the City's Board of Water and Sewer Commissioners (where one member of the Board unfortunately recently passed and was replaced by another person) to names to be confirmed or otherwise supplied by the City prior to execution of the CR, and
3. to correct the legal description in Exhibit A.

This email is to provide a revised clean version of the CR that corrects those clerical errors along with all the exhibits in one place. I have also attached a revised comparison copy.

Please use this version of the CR with corrections as the final CR instead of the version of the CR I circulated last night.

Thank you. If there are any issues with using the attached CR as the final version of the approved CR instead of the version of the one circulated late yesterday afternoon, please let me know.

Town Manager

From: Ross, Louis (DCR) [REDACTED]
Sent: Wednesday, February 17, 2021 4:33 PM
To: Vanessa Johnson-Hall; Geordie Vining; Thomas Cusick; Town Manager; Sarafinas-Hamilton, Catherine (DEP)
Cc: Gioia, John (ENV); Thomas, Nathaniel (ENV); Andrew Port; Michael McCarron; Lauren Butler; OConnor, Robert (ENV); Berry, Christine (DCR); Dietz, Laura (DCR)
Subject: FW: West Newbury CR #22 Ref #16942; Artichoke River Woods Conservation Project
Attachments: Exh. B - ANR Plan (1-22-21).pdf; Exh. D - City Council Order.pdf; Exh. E - Town Meeting Vote.pdf; Comparison Copy 02.17.2021.docx; West Newbury CR 22 Ref 16942 Approved for Signatures 2.16.2021.docx

Good afternoon everyone.

You all may have heard the good news by now. Last night we received approval by the Executive Office of Energy and Environmental Affairs (EEA) of the conservation restriction for the Rogers' property off Middle Street in West Newbury (CR) with a few revisions suggested by EEA.

For your review and approval, attached please find a clean, proposed final version of the CR as approved by EEA, with exhibits.

All comments in the CR have been deleted and a legal description based on the ANR plan dated January 22, 2021 has been prepared for Exhibit A. So, the attached CR now includes Exhibit A (legal description) and Exhibit C (water supply zones sketch plan) within the body of the CR. For convenience, I have also attached Exhibit B (the ANR plan), Exhibit D (Newburyport's City Council vote) and Exhibit E (West Newbury's Town Meeting vote). Once the West Newbury Planning Board endorses the ANR plan, a copy of the ANR plan as endorsed by the Planning Board should be substituted as Exhibit B for recording with the CR.

I have also attached a comparison copy of the CR showing all the revisions suggested by EEA. The comparison copy shows the revisions from the CR circulated on January 21, 2021, which should be the last version of the CR reviewed and approved by the parties and by MassDEP prior to approval by EEA of the CR. All revisions to the CR are shown on the comparison copy as tracked changes.

The revisions suggested by EEA do not appear to be objectionable. Once reviewed, please email the parties as soon as possible to confirm that there are no objections to the attached proposed final CR or otherwise to provide comments, if any.

My hope is that everyone consider approving the attached CR in its present form. If all approve, then DCR can move forward with requesting approval by DCAMM of DCR's acquisition of the CR and the parties can arrange for the CR to be formally presented to the various Town and City boards and officials for their consideration and execution/approval. All dates and other information on signature and approval pages should be completed at the time of execution and all signatures should be witnessed and acknowledged by a Notary. Once signed, please circulate the executed and notarized CR so that a final CR containing all signature and approval pages can be assembled and forwarded to EEA for approval by the Secretary of Energy and Environmental Affairs.

Otherwise, if there is any issue requiring discussion or revisions, then please let the group know as soon as possible so that the issue can be addressed with sufficient time to for EEA and all others to approve the revised CR before the deadline to close by the end of March.

Vanessa, I received your voicemails from this afternoon. If you still need to discuss this matter with me, please call me at (617) 620-8066.

Last but not least, many thanks to John Gioia of EEA for his big assist in securing EEA approval of the CR quickly for us.

If you have any questions, please let me know.

Lou

Town Manager

From: Vanessa Johnson-Hall [REDACTED]
Sent: Wednesday, February 17, 2021 4:07 PM
To: Dawne Fusco [REDACTED] Conservation
Cc: Town Manager
Subject: Artichoke River Woods CR
Attachments: West Newbury CR 22 Ref 16942 Approved for Signatures 2.16.2021 (Final 2.17.21).pdf; WNewRog_ZmOut_11May2020.pdf

Dear Bert and Dawne,

The Artichoke River Woods CR is ready for the Conservation Commission's review and approval for signature. Greenbelt has been working for over a year in partnership with the Town, the City of Newburyport and DCR to preserve these 38 acres on the Artichoke Reservoir (see attached map). Collectively, Newburyport, West Newbury, and DCR are co-acquiring and will co-hold a conservation restriction on the property for \$875,000, and Greenbelt will be acquiring the restricted fee simple interest for \$110,000. All parties have reviewed the due diligence that Greenbelt obtained for the project, including title and appraisal.

At this point, the CR has been approved by EEA for signatures. It has been reviewed by Mike McCarron on behalf of the Town. We are under a tight timeline to go to record by the end of March, so I'm hoping there's room on the agenda for your upcoming meeting on Feb. 22 to review this CR and, if the Commission is so inclined, to approve it for Conservation Commission signatures. In addition to maps, I have attached the CR as approved by EEA.

Please don't hesitate to contact me by email or by cell phone (508-221-3278) with any questions.

Thank you,
Vanessa

Vanessa Johnson-Hall
Assistant Director of Land Conservation
Essex County Greenbelt Association
82 Eastern Avenue
Essex, MA 01929

[REDACTED]
www.ecga.org

Grantor: Essex County Greenbelt Association, Inc.
Grantees: Massachusetts Department of Conservation and Recreation
City of Newburyport
Town of West Newbury
Property Address: Off Middle Street, West Newbury
Grantor's Title: Book _____, Page _____

CONSERVATION RESTRICTION
AND EASEMENTS

Property: Off Middle Street, West Newbury Massachusetts

ESSEX COUNTY GREENBELT ASSOCIATION, INC., a Massachusetts non-profit corporation having an address of 82 Eastern Avenue, Essex, Massachusetts 01929, being the sole owner of the Premises as defined herein, and for its successors and assigns (“Grantor”), for consideration paid of **Eight Hundred Seventy Five Thousand and 00/100 Dollars (\$875,000.00)**, the receipt and sufficiency of which are hereby acknowledged, hereby grants, with QUITCLAIM COVENANTS, to the **CITY OF NEWBURYPORT**, a Massachusetts municipal corporation having an address of 60 Pleasant Street, Newburyport, Massachusetts 01950 (“City”), acting by and through its Board of Water and Sewer Commissioners (“BOWSC”) under G.L. c. 40, section 41, having paid \$525,000 of the consideration, and the **COMMONWEALTH OF MASSACHUSETTS**, acting by and through its Department of Conservation and Recreation (“DCR”) pursuant to Massachusetts General Laws (“G.L.”) chapter 132A, section 3, having an address of 251 Causeway Street, Boston, Massachusetts 02114 and having paid \$175,000 of the consideration, and the **TOWN OF WEST NEWBURY**, a Massachusetts municipal corporation having an address of 381 Main Street, West Newbury, Massachusetts 01985 (“Town”), acting by and through its Conservation Commission pursuant to G.L. c. 40, section 8C, having paid \$175,000 of the consideration, and all their successors and assigns (collectively, the “Grantee”), **IN PERPETUITY AND FOR DRINKING WATER SUPPLY PROTECTION AND CONSERVATION PURPOSES** and for the purposes set forth in Article XCVII of the Amendments to the Constitution of the Commonwealth of Massachusetts (“Article 97”), a Conservation Restriction (“CR”), as defined by G.L. c. 184, section 31 and in accordance with G.L. c. 184, section 32 and G.L. c. 44B, section 12, upon land located northerly off Middle Street in West Newbury, Massachusetts and consisting of approximately thirty eight (38) acres± and being further described in Exhibit A and shown on Exhibit B (collectively, the “Premises”), which Premises are also described by the deed to Grantor recorded at the Essex County Registry Deeds Southern District (“Registry”) herewith. A sketch plan of the Premises and Water Supply Protection Zones is attached as Exhibit C. All exhibits are attached hereto and incorporated herein by reference.

I. PURPOSES

This CR is defined in and authorized by G.L. c. 184, §§ 31-33 and otherwise by law. The purposes of this CR are to ensure that the Premises will be retained in perpetuity for water supply protection purposes (but not water supply purposes) and for conservation purposes in a natural, scenic, open and undeveloped condition, and to protect and preserve natural, cultural and recreational resources and to prevent any use of the Premises that will significantly impair or interfere with their conservation and preservation values (collectively, the “conservation values”). The protected conservation values and the public benefits resulting from the permanent protection of the Premises include, without limitation, the following:

A. Watershed and Groundwater Protection: the protection of the Zone A and Zone B watershed areas of the Artichoke River and the Artichoke Reservoir 3206000-01S, and the Zone II recharge area of West Newbury public well 3324000-01G;

B. Wetlands and Water Courses: the protection and conservation of wetlands, natural watercourses, ponds, water quality, surface water, soils, and natural resources and materials;

C. Wildlife Habitat and Ecological Value: the protection, promotion and conservation of biological diversity, wildlife habitat and wildlife, including but not limited to flora and fauna and the natural communities they compose and areas that may be identified by the Massachusetts Natural Heritage and Endangered Species Program as providing potential habitat for rare species at the Premises and adjacent lands;

D. Nature Education & Passive Recreation: the provision to the general public of access to the Premises for passive recreation and nature education, including the use of trails, and enjoyment of wildlife and their habitat, open space resources and scenic views of and from the Premises, compatible with the conservation values;

E. Protection of Scenic Values: the protection and enhancement of scenic landscape and the scenic and natural character of the Town and the open-space value of nearby lands and natural resources;

F. Historic and Archaeological Resources: the conservation, protection and appropriate management of preserving historic and archaeological resources within the Premises, including but not limited to foundations, stone walls, historic property bounds and other sensitive archaeological resources; and

G. Furtherance of Government Policy: the furtherance of government policy and goals to protect and preserve open space, habitat, natural resources, passive recreational opportunities and scenic values, as enumerated by (1) the City’s 2017 Master Plan adopted by the City’s City Council and Planning Board, including specifically the four goals listed in Chapter 8 of such Master Plan, (2) the 2020 Newburyport Open Space and Recreation Plan, including specifically Goal 1 to protect lands of public conservation and recreational interest to provide essential wildlife habitat and drinking water protection, (3) the 2018 West Newbury Open Space and Recreation Plan, specifically Goal 1 to preserve the natural and historic rural character of West Newbury, and Goal 2 to protect

natural resources areas that include water and large, undeveloped contiguous areas, including the protection of surface and deep-water resources and climate resiliency.

The City purchased this CR and its interests in the Premises using a Drinking Water Supply Protection (DWSP) grant through the DWSP grant program pursuant to Section 2A of Chapter 312 of the Acts of 2008 and as such the City's interest in the Premises is subject to a DWSP grant program Project Agreement ("Project Agreement"). The City covenants that it shall cause the Project Agreement to be promptly recorded at the Registry in accordance with the Project Agreement.

The City and Town also purchased this CR and their interests in the Premises using their respective Community Preservation Funds under the Community Preservation Act (G.L. c. 44B). A certified copy of the vote by the City, acting by and through its City Council on the recommendation of its Community Preservation Committee, to authorize the use of its Community Preservation Fund for this CR is attached hereto as Exhibit D. A certified copy of the vote by the Town, acting on the recommendation of its Community Preservation Committee, at its Annual Town Meeting held on June 27, 2020 to authorize the use of its Community Preservation Fund for this CR is attached hereto as Exhibit E.

The Grantor purchased the Premises with funding assistance from the Conservation Partnership program pursuant to Section 2A of Chapter 286 of the Acts of 2014.

The Grantor and Grantee agree that the specific conservation values of the Premises shall be documented in a report to be maintained in the records of the Grantor and Grantee (hereinafter the "Baseline Documentation Report"). The Baseline Documentation Report shall consist of documentation that the Grantor and Grantee agree provides a complete and accurate representation of the condition and the conservation values of the Premises at the time this CR is recorded and which is intended to serve as an objective informational baseline for monitoring compliance with the terms of this CR and shall be binding upon the Grantor and Grantee; provided, however, Grantor or Grantee may present any evidence of the condition of the Premises at the time of this grant other than the Baseline Documentation Report to the extent that the Baseline Documentation Report may be unavailable or fail to address the issues presented adequately.

II. PROHIBITED ACTIVITIES

The Grantor covenants that the Premises shall at all times be held, used and conveyed subject to and not in violation of this CR. The Grantor shall not perform or permit any activity which shall be inconsistent with the conservation values or purposes of this CR or which is detrimental to water quality, soil conservation, wildlife conservation, scenic landscape protection, or which is otherwise wasteful of the natural resources of the Premises. Without limiting the generality of the foregoing, subject only to the exceptions expressly set forth herein, the Grantor will not perform or allow others to perform the following acts and uses, which are prohibited on, above, and below the Premises:

A. Construction: Constructing, placing or allowing to remain any temporary or permanent building, dwelling, mobile home, tennis court, ballfield or playground, swimming pool, artificial water impoundment, billboard, sign or advertising display, landing strip or pad,

golf course or driving range, parking area, roadway, asphalt or concrete pavement, antenna, utility pole, tower, solar panel, solar array, conduit, line or equipment, fences, walls or other barriers, telecommunication tower or equipment, satellite dish, windmill or wind turbine, well, aboveground or underground storage tank, sewage or waste disposal system, water or fuel tank, facility, or mechanism, including without limitation hydraulic fracturing or deep-well injection system, or any other temporary or permanent structure in, on, above, or below the Premises;

B. Dumping: Dumping, placing, storing or stockpiling of soil, tree stumps, slash, yard waste or other vegetative debris; sand, stone, rock or other mineral substance, plowed snow or ice, equipment, machinery or parts, mobile home, trailer, or automotive vehicle or parts, or refuse, trash, debris, junk or waste, including without limitation solid, liquid, radioactive or hazardous waste or materials;

C. Clearing or Cutting: Cutting, removing or otherwise destroying trees, shrubs, saplings or other natural vegetation, including but not limited to cutting for firewood or commercial harvesting or lumbering activities or for ways, trails or paths, or removal or movement of soil;

D. Excavation: Excavating, mining, drilling, dredging or removing any soil, loam, peat, gravel, sand, rock or other mineral, substance, deposit or resource from the Premises, including but not limited to gas or other fuel or fuel source, or the making of any topographical changes or altering of any natural contours or features whatsoever;

E. Alteration: Pollution, alteration of natural flora, fauna, soil or terrain, depletion, diversion, channelization, damming, draining or extraction of soils or surface water, natural water courses, marshes, vernal pools, subsurface water or any other water bodies, or any activities detrimental to drainage, flood control, water conservation, surface water or groundwater quality, erosion control, soil conservation, wildlife habitat or archaeological conservation;

F. Planting or Introduction: Planting, introducing, or nurturing of any species or animals or plants that are not native to Essex County, as defined by current published lists of native species, including *The Vascular Plants of Massachusetts: A County Checklist, First Revision* by Melissa Dow Cullina, Bryan Connolly, Bruce A. Sorrie and Paul Somers, published by the Massachusetts Division of Fisheries and Wildlife Natural Heritage & Endangered Species Program (2011) or as amended from time to time or contained in a similar professionally acceptable publication available in the future;

G. Motorized Vehicles: Use, parking or storage of motorized or power-driven vehicles of any kind, including but not limited to automobiles, trucks, motorcycles, motorized trail bikes, motorbikes, snowmobiles or all-terrain vehicles;

H. Commercial, Industrial, or Residential Use: Commercial or industrial use of any kind, including but not limited to commercial camping, commercial fishing or aquaculture or commercial trapping; residential use of any kind;

I. Chemical Substances: The application, storage, mixing, preparation or other use of pesticides, herbicides, insecticides, fungicides or other chemicals or similar substances;

J. Agriculture: Agricultural activities, including the tillage of soil or grazing, pasturing or sheltering of animals or livestock;

K. Hunting: Hunting activities of any kind;

L. Swimming: Swimming, wading or bathing in the Artichoke Reservoir or its tributaries;

M. Water Supply Protection Regulations: Activities and uses prohibited under Massachusetts' Surface Water Supply Protection Regulations, 310 CMR 22.20C;

N. Development Calculations: Any use or allocation of any dimensions, area, or other physical characteristics of any part of the Premises towards any building or development requirements or calculations, including but not limited to permissible building density, lot coverage, lot yield, area, frontage, water, drainage or septic system requirements or open space requirements;

O. Division or Subdivision: Division, subdivision or conveyance of a portion of the Premises alone (as distinguished from the conveyance of the Premises in its entirety, which is permitted), it being the intent that the Premises shall remain and only be conveyed as a single unit, whether or not the Premises are comprised of more than one separate legal parcel as of the date of this CR;

P. Taking or Diverting Water: Taking or diverting any waters from the Artichoke Reservoir or its tributaries;

Q. Archaeology: Archaeological investigations or activities, or the dislocation, removal, filling in or alteration of stone walls, stone foundations, cellar holes or other landscape features on the Premises or the collection, alteration or removal of archaeological and historical artifacts or resources; and

R. Inconsistent Uses: Any other use of the Premises or activity that is inconsistent with any purpose of this CR that would impair the conservation values or that is prohibited by federal, state or local law or regulation.

III. PERMITTED ACTIVITIES

Notwithstanding the foregoing Article II and subject to the requirements of this Article III, the Grantor reserves to itself the right to conduct or permit the following activities and uses on the Premises, provided that they are conducted in accordance with this Article III, are carried out in a reasonable manner consistent with the purposes of this CR, and do not impair the conservation values:

A. Passive Recreation: Passive, non-commercial, low-impact and other non-motorized recreational activities and use of the Premises by Grantor and Grantor's invitees,

such as hiking, snowshoeing, cross-country skiing, bird and wildlife observation, fishing, bicycling and educational activities and nature study; provided that (i) such use or activity, alone or together with other uses or activities, does not materially alter the landscape or degrade environmental quality.

B. Improvements: The use and maintenance of the existing unpaved footpaths, ways, trails and other improvements, if any, identified by the Baseline Documentation Report substantially in their current condition and location and, if reasonably required to facilitate public enjoyment of the natural features of the Premises or to protect the conservation values, the making, maintenance and use of new similar improvements, including trails, bridges with necessary culverts and boardwalks for pedestrian use, benches, exhibits, observation and teaching platforms and blinds, provided that (i) any relocation of any existing improvement or making, enlargement or extension of any other improvement shall be subject to prior written approval of the Grantee, (ii) all work on trails, footpaths, and ways shall be completed in accordance with DCR's *Trails Guidelines and Best Practices Manual (2014)*, as the same may be amended from time to time, and (iii) the design, location, maintenance and use of such improvements shall not impair the conservation values (including the scenic values) of this CR.

C. Signs and Informational Kiosks: The installation, maintenance and replacement of permanent or temporary signs, no larger than two feet by two feet, and informational kiosks, consisting of two informational panels no larger than three feet by five feet, for the purposes of identifying ownership interests of Grantor and Grantee, the status of the Premises as a conservation area, the conservation values, the restrictions or regulations governing the use of the Premises (including signs related to hunting and fishing), trails, areas of interest, natural features or other characteristics of the Premises, including historical and archaeological information, marking property boundaries, and for providing other like information or any gift, grant, or other applicable source of support for the conservation of the Premises. All signs and kiosks shall be non-illuminated. Grantor shall be required to provide Grantee only notice of the number, design, content and location of boundary markers and signs. Installation or relocation of kiosks shall be subject to prior written approval of the Grantee.

D. Vegetation Management: The selective minimal cutting, pruning, mowing and removal of trees, shrubs, grass and other vegetation as necessary to prevent, control or remove hazards, blight, disease, insect infestation or damage, fire damage, to prevent threat of injury or damage to persons or property, to preserve the current condition of the Premises as documented in the Baseline Documentation Report (including trails, stone walls and scenic landscapes), provided any such work or activity is pursuant to Best Management Practices, as defined below, and minimizes impacts on wildlife and habitat, including but not limited to timing work or activities, to avoid disturbance of wildlife, such as grassland birds and turtles, or habitat, including but not limited to fields, during breeding seasons for grassland birds and four-month peak field-use time for turtles or other critical period for any species that are endangered, threatened or of special concern.

E. Natural Habitat Management: In accordance with an approved Forest Stewardship Plan (as defined below in Paragraph G of Article III) or with prior written

approval of the Grantee, measures designed to restore native biotic communities, or to maintain, benefit, enhance or restore wildlife, wildlife habitat, or any endangered, threatened or special concern species listed or protected by the Massachusetts Endangered Species Act or similar law or any regulations issued thereunder, including but not limited to selective (i) removal of vegetation, (ii) planting of native trees, shrubs and plant species, and (iii) hunting for such purposes, provided no hunting activity shall occur or be allowed without the prior written approval of Grantee.

F. Invasive Species and Pest Control: The minimal use and application of pesticides, herbicides, insecticides, fungicides or other chemicals, but not the storing, mixing or preparation for use thereof, on the Premises in compliance with all existing state and federal laws and regulations, to prevent or mitigate pest infestation, blight or disease, to control, manage or eradicate invasive species, or to carry out permitted forest management as permitted by Paragraph G of Article III below; provided that such application: (i) in Zone II is not a product on the Massachusetts Department of Agriculture’s “Groundwater Protection List,”(ii) is consistent with Massachusetts Pesticide Board rights of way management regulations (333 CMR 11.00), (iii) is based on prudent and sound silvicultural, horticultural and ecological principles and is consistent with the conservation values of this CR, (iv) is in strict conformance with all manufacturers’ directions, and (v) minimizes adverse impacts to and contact with streams, vernal pools, wetlands, lakes and any other water bodies. Application of such substances impacting greater than one (1) acre or occurring within one hundred feet (100’) of any stream, pond or wetland as such terms are defined by Massachusetts’ Wetlands Protection Regulations (310 CMR 10.00) shall require prior written approval of the Grantee or be in accordance with an approved Forest Stewardship Plan, or other plan approved in advance by the Grantee. Any hunting activity to control, manage or eradicate invasive species shall only occur or be allowed with the prior written approval of Grantee.

G. Forestry: Non-commercial forest management, including cutting, trimming and removal, for the purposes of protecting and promoting the conservation values, provided such management activities are conducted in compliance with: (a) prudent and sound forest management practices, using all required Best Management Practices and, to the extent possible, recommended guidelines pursuant to the Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish, Kittredge, 2013) and subsequent versions as may be approved by the Grantee (hereinafter “Forestry BMPs”); (b) a Forest Stewardship Plan, prepared in accordance with “Directions for the preparation of new Chapter 61 Forest Management and Forest Stewardship/Green Certification Plans” and subsequent versions as may be approved by the Grantee, and approved in writing by the State Forester; and (c) a Forest Cutting Plan, consistent with the approved Forest Stewardship Plan and with the purposes and terms of this CR, prepared by a forester licensed pursuant to 302 CMR 16.00, et seq. in accordance with G.L. c. 132, §§ 40-46, as amended (“Licensed Forester”), and approved in writing by the State Forester, if any proposed cutting/harvesting exceeds ten thousand board feet or 20 cords of wood during any rolling 12-month period, notwithstanding the thresholds described by G.L. c. 132, § 44. With the prior written approval of Grantee, Grantor shall have the option to sell marketable timber produced as a byproduct of an approved forest health or habitat improvement effort.

A copy of this CR shall accompany the Grantor's application, proposed Forest Stewardship Plan and/or proposed Cutting Plan to the State Forester for approval, together with a statement in writing from the Licensed Forester, signed by Grantor, that the proposed Forest Stewardship Plan and/or Cutting Plan is consistent with the terms and purposes of this CR.

H. Landscape Features: The maintenance, repair and replacement of stone walls, stone foundations, cellar holes or other landscape features on the Premises, substantially in their present condition and location or restored to their historic dry-laid condition or as reasonably necessary for the current uses thereof or herein permitted, and with the prior written approval of the Grantee, the construction of new stone walls.

I. Sugarbush Operations: The seasonal tapping of maple trees and temporary collection of sap (but not boiling or other activities other than seasonal tapping and temporary collection) in the locations on the Premises as described by the Baseline Documentation Report (the "Sugarbush Area"); provided that (i) all such collection and tapping activities are performed using Best Management Practices to maintain tree health and otherwise do not impair the conservation values, (ii) upon any relocation of any portion of the Sugarbush Area, the total aggregate area for all tapping and collection activities shall not exceed one (1) acre, (iii) there shall be no lease or property right given by Grantor to any party to use any portion of the Premises for sugarbush purposes or activities; and (iv) such activities shall be subservient to the rights and easements granted to Grantee herein and shall not materially interfere with Grantee's exercising of such rights and easements to any portion of the Premises.

J. Parking: The construction, routine maintenance, marking and use of a single unpaved parking area with gravel or other pervious surface to provide off-street parking associated with the public recreational use of the Premises for up to six (6) passenger vehicles, the design, size, specific location and materials for which shall minimize the impacts on the conservation values and shall, other than routine maintenance and marking, be subject to the prior written approval of the Grantee.

K. Use of Motor Vehicles and Equipment: Use by Grantor or its employees and agents of motorized or power-driven vehicles or equipment as reasonably necessary to carry out uses and activities on the Premises permitted by this Article III; use by persons with a disability of motorized or power-driven mobility devices provided such use does not raise a legitimate safety concern and provided any other use of motorized vehicles by the general public shall be limited to the parking areas on the Premises described by Paragraph J of Article III; use by Grantee of vehicles to inspect the Premises or otherwise exercise its rights and responsibilities under this CR; and use by police, fire fighters and other government or emergency personnel to carry out their lawful duties.

L. Future Access for Maintenance of Public Water Supply. The right of Grantor, but not the obligation, to grant to the City and its employees, agents and contractors a temporary, non—exclusive license (but not an easement or other property interest) to use a portion of the Premises for an access way (the "Access Area") to the Lower Artichoke Reservoir and the land adjacent to the Lower Artichoke Reservoir owned by the City

(collectively, the “Reservoir”) from the existing access way from Main Street, all on such terms as Grantor and the City may agree pursuant to this Paragraph L of Article III without further amendment to this CR, subject however to the Town’s and DCR’s prior written approval; and provided:

1. the Access Area shall be no more than fifteen feet (15') wide;
2. the Access Area shall only be located directly adjacent to the Reservoir except in such instances, as determined by Grantor, when the location or relocation of the Access Area, would better protect the Premises, wildlife, habitat or the conservation values;
3. the Access Area shall not be paved or improved with any asphalt, gravel or any other permanent or impermeable material;
4. the Access Area shall be used solely for temporary access, by foot and by vehicle, to and from the Reservoir in connection with the use and maintenance of the Reservoir as a public water supply, including but not limited to raising the height of the berm on City-owned land, provided no portion of the Premises shall be dammed, improved, flooded, flowed or otherwise used as a reservoir;
5. the Access Area shall not be used for any parking, staging, storing of vehicles, equipment, materials or tools or for any construction activities;
6. Grantor shall have no obligation to make any improvements or alterations to any portion of the Premises in connection with granting the City a license to use the Access Area, it being acknowledged that there has been no consideration given to Grantor for such license or use;
7. any damage or disturbance arising from any license or any use by the City or its employees, agents and contractors of the Access Area shall be promptly restored by the City, at the City’s sole cost, as near as practicable to the conditions that existed immediately prior to such damage or disturbance;
8. the Access Area is designed, constructed, maintained and used so as to minimize adverse impacts to the conservation values protected by this CR and in conformance with Best Management Practices; and
9. no use of the Access Area shall impair the conservation values of any portion of the Premises located outside the Access Area.

M. Archaeology: Conducting archaeological field investigations, including surveys, systematic excavation, and removal of archaeological samples and specimens, provided that such research is undertaken in accordance with a research design and methodology permitted and formally approved by the Massachusetts State Archaeologist of the Massachusetts Historical Commission or successor official, in accordance with G. L. c. 9,

Section 27C, and 950 CMR 70.00, or as amended, and the approval of the Grantee pursuant to the procedures set forth in Article IV below.

N. Human Remains: Notwithstanding the foregoing permitted activities, if any human remains are discovered during any activities on the Premises, then the activities resulting in such discovery shall cease immediately. Grantor shall notify Office of the Chief Medical Examiner, the Massachusetts State Archaeologist and the Grantee immediately, and shall follow the procedures delineated under the Massachusetts Unmarked Burial Law (G.L. Chapter 38, Section 6; Chapter 9, Sections 26A and 27C and Chapter 7, Section 38A, as amended).

O. Other Rights: Any activity or use not expressly reserved in this Article III is prohibited unless the Grantor receives the prior written approval of the Grantee stating that such activity or use is not inconsistent with the purposes of this CR.

The exercise of any right reserved by Grantor under this Article III shall be in full compliance with all applicable federal, state and local laws, rules, regulations, orders, permits and approvals, including but not limited to the Wetlands Protection Act, the Massachusetts Endangered Species Act, the Natural Heritage and Endangered Species Program, Massachusetts Department of Environmental Protection regulations, Zoning Bylaws and Conservation Commission regulations and orders. 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 take any position whether such permit, license or other approval should be issued.

The exercise of any right reserved by Grantor under this Article III shall follow, when available and if applicable, established, up-to-date, and regionally-applicable guidance and recommended best practices for the protection of natural resources and conservation values, as may be provided or updated from time to time by DCR or such other governmental agency with known expertise in the area of practice designed to protect the natural features and conservation values of the Premises (“Best Management Practices”). In the absence of such available or applicable Best Management Practices, the exercise of any right reserved by Grantor under this Article III shall be consistent with the guidance and recommended practices approved by or in consultation with Grantee.

Any work undertaken in conjunction with the reserved rights described in this Article III shall seek to minimize disturbance to the conservation values and other natural features within the Premises that may be affected as a result of exercising of any of the reserved rights. Upon completion of any work at the Premises, any disturbed areas shall be restored as near as possible to the conditions with respect to soil material, grade, and vegetated ground cover as documented in the Baseline Documentation Report, as applicable, or in conformance with the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said work, if said work is done in any area not documented in the Baseline Documentation Report.

IV. NOTICE AND APPROVAL PROCEDURE

A. Notice. Unless otherwise provided herein or by law, Grantor shall notify each Grantee in writing, sent certified mail, return receipt requested, no less than sixty (60) days before allowing,

undertaking or restricting any uses or activities on the Premises that require notice to or approval of Grantee under the terms of this CR. Grantor shall also in the same manner notify each Grantee before allowing or undertaking any uses or activities that may impair the conservation values or may be contrary to the purposes of this CR and about which Grantor seeks guidance from Grantee. Grantor shall submit to Grantee its request and shall provide a detailed description of the proposed acts and uses for which approval or guidance is sought, and such other information as Grantee shall reasonably require, including the nature, scope, design, location, timetable, and any other material aspects of the proposed use or activity in sufficient detail to permit the Grantee to make an informed decision as to the consistency of the use or activity with the purposes and terms of the CR and make a determination whether approval of the requested acts and uses is appropriate. All communications in this regard shall be mailed to the following persons at the stated address, as such person or address may be modified by the respective party by written notification to the others:

GRANTOR:

Essex County Greenbelt Association, Inc.
82 Eastern Avenue
Essex, MA 01929
Attn: Director of Stewardship

GRANTEE:

DCR

Commissioner
Department of Conservation and Recreation
251 Causeway Street, Suite 900
Boston, MA 02114

With a courtesy copy via first class mail for informational purposes only to:

Land Protection Program
Department of Conservation and Recreation
136 Damon Road
Northampton, MA 01060

City of Newburyport

City of Newburyport
City Hall
60 Pleasant Street
Newburyport, MA 01950
Attn: Board of Water and Sewer Commissioners

With a courtesy copy via first class mail or email for informational purposes only to:

City of Newburyport
City Hall
60 Pleasant Street
Newburyport, MA 01950
Attn: Mayor

City of Newburyport
City Hall
60 Pleasant Street
Newburyport, MA 01950
Attn: Office of Planning and Development

Town of West Newbury

Town of West Newbury
Town Hall
381 Main Street
West Newbury, MA 01985
Attn: Conservation Commission

B. Approval for General Requests. With respect to those activities or uses requiring Grantee's approval, Grantee shall grant or withhold its approval in writing only after Grantee's receipt of Grantor's written request therefor or of any additional information requested by Grantee. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purposes of this CR, would materially impair the conservation values, or would violate any statute, ordinance, bylaw, rule or regulation. Said approval, if granted, may include appropriate conditions to ensure that the proposed acts and uses will not impair the conservation values and the restrictions and other rights granted hereunder.

C. Approval of Requests affecting the City Water Supply. Notwithstanding the foregoing Paragraph B, in the event Grantor makes a written request to Grantee under this Article IV for approval for improvements to or uses of the Premises (each a "Request"), then the BOWSC shall have fifteen (15) days from the date it receives such Request ("Request Determination Period") to determine whether or not the quality or condition of the City's water supply at the Lower Artichoke Reservoir would likely be directly and materially harmed by a particular improvement to or particular use of the Premises as described by such Request.

In the event that the BOWSC determines during the Request Determination Period that the quality or condition of the City's water supply at the Lower Artichoke Reservoir would likely be directly and materially harmed by a particular improvement to or particular use of the Premises as described by such Request (each a "Request Determination"), then the City, acting through its BOWSC, shall:

(1) be the primary grantee and primarily responsible and empowered to approve or deny such Request to the extent necessary to protect the quality or condition of the City's water supply at the Lower Artichoke Reservoir, and the Town, acting through its

Conservation Commission, and DCR shall each be a secondary grantee and secondarily responsible and empowered to grant or deny such Request;

(2) within seven (7) days of making the Request Determination, provide Grantor, the Town and DCR with written notice of such Request Determination, together with copies of any applicable votes by the BOWSC and materials used in connection with such Request Determination;

(3) within thirty (30) days of the date by when both the Town and DCR have received notice of the Request Determination and copies of applicable votes and materials, and before making any findings or decision with regard to the Request, consult with the Town and DCR and consider any information and recommendations provided by the Town and DCR to the BOWSC in considering the Request; and

(4) within sixty (60) days of the BOWSC's receipt of the Request and after such consultation and consideration with the Town and DCR, make its decision to approve or deny such particular improvement to or particular use of the Premises as described by the Request (each a "Decision") and issue its Decision to Grantor, with a copy of the Decision to the Town and DCR.

Provided the BOWSC has adhered to this Paragraph C in making its Decision and such Decision is not arbitrary or capricious, as part of any such Decision the BOWSC may affirm, amend or reverse a decision made by the Town or DCR under this CR with respect to such Request to the extent necessary to protect the quality or condition of the City's water supply at the Lower Artichoke Reservoir and such Decision shall be the final and controlling decision binding on the Town and DCR regarding such Request. The BOWSC's failure to issue any Decision within such sixty (60) days shall be deemed (i) a denial of the Request if neither the Town nor DCR has issued a decision regarding such Request, or (ii) an affirmation of any decision regarding the Request made by the Town or DCR.

In the event that the BOWSC determines during the Request Determination Period that the quality or condition of the City's water supply at the Lower Artichoke Reservoir would not likely be directly or materially harmed by a particular improvement to or particular use of the Premises as described by such Request or the BOWSC otherwise fails to make a Determination during the Request Determination Period, then the BOWSC, Town and DCR shall each remain equal co-grantees under this CR and empowered to approve or deny any such Request as the BOWSC, Town and DCR may agree with each other.

Notwithstanding any provision in this Paragraph C to the contrary, in making any Decision, the BOWSC shall make every effort to avoid or to minimize to the greatest extent possible any limitations on the use of the Premises by the public for passive recreational purposes, it being acknowledged and agreed that the Grantor and Grantees intend for this CR to be granted and accepted for public passive recreational purposes, including but not limited to the construction and use of trails throughout the Premises and a public parking area, in addition to the water supply protection and conservation purposes of this CR, and that the recreational purposes of this CR shall not be diminished by a Decision by the BOWSC except in circumstances when a particular

improvement or use by the general public would create a clear and imminent threat to the public water supply in the Lower Artichoke Reservoir.

D. Emergency Action by Grantor. In the event of any emergency posing immediate risk of environmental degradation or ecological damage or to public health and safety, Grantor may take reasonable measures to avert such environmental degradation, ecological damage or risk to public health and safety; provided Grantor shall notify Grantee within twenty-four (24) hours of the risk and measures taken.

V. REMEDIES; WAIVER

A. Legal and Injunctive Relief: The rights hereby granted shall include the right to enforce this CR by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to its condition prior to the time of the injury complained of (it being agreed that Grantee will have no adequate remedy at law), and shall be in addition to and not in limitation of any other rights and remedies available to Grantee.

B. Grantee Consultation and Enforcement on Violations: Each Grantee shall reasonably promptly notify every other Grantee other as soon as is practical whenever a possible violation has been observed in order to determine whether such violation may impair the water supply protection purposes of this CR and otherwise how to proceed.

C. Enforcement of Violations of CR related to City Water Supply. In the event there is a violation of this CR (each a "Violation"), then the BOWSC shall have fifteen (15) days from the date it received notice of the Violation ("Violation Determination Period") to determine whether or not the quality or condition of the City's water supply at the Lower Artichoke Reservoir has been, is being or would likely be directly and materially harmed by such Violation.

In the event that the BOWSC determines during the Violation Determination Period that the quality or condition of the City's water supply at the Lower Artichoke Reservoir has been, is being or would likely be directly and materially harmed by a particular Violation (each a "Violation Determination"), then the City, acting through its BOWSC, shall:

(1) be the primary grantee and primarily responsible and empowered to enforce this CR with respect to such Violation, and the Town, acting through its Conservation Commission, and DCR shall each be a secondary grantee and secondarily responsible and empowered to enforce such Violation;

(2) within seven (7) days of making the Violation Determination, provide Grantor, the Town and DCR with written notice of such Violation Determination, together with copies of any applicable votes by the BOWSC and materials used in connection with such Violation Determination;

(3) within thirty (30) days of the date by when both the Town and DCR have received notice of the Violation Determination and copies of applicable votes and materials, and before making any findings or decision with regard to the Violation, consult

with the Town and DCR and consider any information and recommendations provided by the Town or DCR to the BOWSC; and

(4) within sixty (60) days of the BOWSC's receipt of the Request and after such consultation and consideration with the Town and DCR, make its decision to enforce this CR with respect to such Violation (each an "Enforcement Decision") and issue its Enforcement Decision to Grantor, the Town and DCR.

Provided the BOWSC has adhered to this Paragraph C in making its Enforcement Decision and such Enforcement Decision is not arbitrary or capricious, as part of any such Enforcement Decision, the BOWSC may affirm, amend or reverse an enforcement decision made by the Town or DCR under this CR with respect to such Violation to the extent reasonably necessary to protect the quality or condition of the City's water supply at the Lower Artichoke Reservoir, and such Enforcement Decision shall be the final and controlling decision binding on the Town and DCR regarding such Violation, provided such Enforcement Decision and enforcement actions arising from such Enforcement Decision do not prohibit or materially interfere with or adversely affect any public access to the Premises or easement rights granted to the Town or DCR. The BOWSC's failure to issue any Enforcement Decision within such sixty (60) days shall be deemed an affirmation of any enforcement decision regarding the Violation made by the Town or DCR.

In the event that the BOWSC determines during the Violation Determination Period that a particular Violation has not directly or materially harmed, is not directly or materially harming, or would not likely directly or materially harm the quality or condition of the City's water supply at the Lower Artichoke Reservoir or the BOWSC otherwise fails to make a Violation Determination during the Determination Period, then the BOWSC, Town and DCR shall each remain equal co-grantees under this CR and empowered to enforce any Violation as the BOWSC, Town and DCR may agree with each other.

For any enforcement action of any Violation taken by the BOWSC as primary grantee, the BOWSC shall undertake and carry out, at its sole expense, all reasonable actions in a timely manner to enforce this CR with respect to such Violation and otherwise to protect the conservation values in accordance with this CR. Notwithstanding the foregoing, nothing in this CR shall prohibit the Town or DCR from enforcing this CR with respect to any and all violations of this CR should the BOWSC fail to act in a reasonable or timely manner to enforce this CR or to protect the conservation values.

D. No Effect on Governmental Authority. Notwithstanding any provision of this CR to the contrary, nothing herein shall be deemed to waive, modify, diminish or otherwise affect the power, responsibility, authority or jurisdiction any governmental body may have with respect to the Premises under any applicable law, regulation, ordinance or bylaw, including but not limited to the Town's Conservation Commission's authority to issue orders under or otherwise enforce the Wetlands Protection Act (G.L. c. 131, § 40) and regulations issued thereunder (310 CMR 10.000) or authority that the BOWSC may have to protect the public water supply in the event of an emergency.

E. Non-Waiver: This CR shall be enforced by Grantee in its sole discretion. Nothing herein shall impose upon the Grantee any affirmative obligation or liability relating to this CR or to

the condition of the Premises. Any election or failure by the Grantee to enforce any provision or condition set forth herein, or to exercise any rights hereby conveyed, shall not constitute a release or waiver of any such right or condition.

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

VI. RIGHTS OF ACCESS; MANAGEMENT; INSPECTION

A. The Grantor hereby grants to Grantee and their agents, successors and assigns the perpetual easement to enter upon and use, and to permit the general public to enter upon and use, the Premises for non-commercial, low-impact, passive outdoor recreational and educational activities consistent with Paragraph A of Article III above, provided that such activities (1) do not involve the use of motorized vehicles, except power driven mobility devices when used by a person with a disability and provided such use does not raise a legitimate public safety concern; (2) are not inconsistent with the purposes of this CR or in violation of the terms of this CR; (3) do not unreasonably interfere with Grantor's permitted uses of the Premises, and (4) comply with such reasonable rules of use that the Grantor may establish as are reasonably necessary to protect the purposes of the CR, public safety and the conservation values, and to promote compatible recreational and educational uses of the Premises; and provided further use by the general public of motorized vehicles on the Premises shall be limited to designated parking areas on the Premises as described by Paragraph J of Article III above. The Grantor agrees to take no action to prohibit or discourage access to and use of the Premises by the general public.

B. The Grantor and Grantee acknowledge that G.L. c. 21, section 17C affords Grantor and Grantee with protection from liability for access by the public to the Premises for recreational purposes, provided no charge or fee is imposed. Any public use that is permitted by the terms of this CR without a charge or fee constitutes permission to use the Premises for purposes described by G.L. c. 21, section 17C.

C. This CR also includes the grant to Grantee and its successors and assigns of the perpetual right and easement to enter upon the Premises and to permit personnel of the Massachusetts Department of Environmental Protection, a duly constituted agency established under the laws of the Commonwealth of Massachusetts, in a reasonable manner and at reasonable times for the purpose of inspecting the Premises to determine compliance with Massachusetts Drinking Water Regulations (310 CMR 22.00). In the event of any violation, Grantee must notify Grantor thereof and request Grantor to remedy such violation. If the violation is not remedied within a reasonable time, Grantee may enter upon the Premises in order to remedy or abate such violation, with or without order of court, in which event, the Grantor, its successors and assigns, covenants and agrees to reimburse the Grantee for all reasonable costs and expenses incurred by Grantee in remedying or abating any violation of this CR, provided that such violation is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. Grantor, its successors and assigns, shall be required to reimburse Grantee solely for violations that occur during Grantor's respective periods of ownership. The provisions of this paragraph shall not preclude any other remedies available at law or in equity.

D. Grantee shall have the right but not the obligation to erect signs on the Premises in conjunction with public access to and use of the Premises, in posting notice of ownership of the Premises along the boundaries of the Premises, and in posting notice of ownership and use of the Premises at any public access point to the Premises. The Grantee shall coordinate its activities in designing and erecting signs with any similar activities of the Grantor to avoid duplication and unnecessary signs on the Premises.

VII. COSTS AND TAXES

Grantor retains all responsibilities and shall bear all costs of any kind related to the ownership, operation, upkeep and maintenance of the Premises, including the payment of all taxes and other assessments levied on the Premises by competent authority, and conformance with all applicable federal, state, and local laws and regulations.

VIII. BINDING EFFECT; RELEASE; RECORDATION

The burden of this CR shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the Grantor's successors and assigns holding any interest in the Premises. This CR may only be released, in whole or in part, by the Grantee pursuant to the procedures established by G.L. c. 184, section 32 and in accordance with Article 97.

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this CR. The Grantor, for itself and its successors and assigns, appoint the Grantee its attorney-in-fact, coupled with an interest, to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree to execute any such instrument upon request.

IX. ASSIGNMENT

The benefits of this CR shall be in gross and shall not be assignable by the Grantee, its successors and assigns, unless the assignee is a "qualified organization" as defined in Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, including, without limitation, a government entity, provided that, as a condition of such assignment, the assignee is required to hold this CR and enforce its terms for conservation purposes. Grantee shall also have the right to assign the right to enforce this CR, so long as the assignee is a governmental body, charitable corporation or charitable trust, or other entity which at the time of such assignment would be qualified to hold this CR. Unless expressly stated otherwise in the instrument of assignment, no such assignment of the right to enforce the CR shall diminish the rights or benefits held by the Grantee pursuant to this CR, and the Grantee, jointly or severally, shall retain the equivalent right to enforce this CR. The Grantee shall notify the Grantor in writing at least sixty (60) days before it assigns this CR or the right to enforce the CR.

X. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate the terms of this CR, in full or by reference, in any deed or other legal instrument by which Grantor conveys or transfers any interest in all or a portion of the Premises, including without limitation, a mortgage or leasehold interest. If the Grantor fails to reference the terms of this CR 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 and at the Grantor's expense, a notice of this CR. The Grantor shall notify the Grantee in writing at least thirty (30) days before conveying or transferring the Premises or any part thereof or interest therein (including but not limited to any lease). Failure to do any of the above shall not impair the validity or enforceability of this CR. Any transfer shall comply with Article 97, if applicable.

XI. EXTINGUISHMENT; EMINENT DOMAIN

The Grantor and Grantee agree that the grant of this CR gives rise to a property right that vests immediately in the Grantee and which has a fair market value that is equal to the value by which the CR reduces, at the time of the grant, the value of the property as a whole. Grantor and Grantee stipulate that the proportionate values of the Grantee's property rights at the time of the grant are 77.7 percent of the total value of the Premises, and this proportionate value shall remain constant.

Should this CR be extinguished over all or any portion of the Premises by judicial decree or by act of public authority, the Grantee shall be entitled to a portion of the proceeds equal to the proportionate value of the CR and to their proportionate share of that proportionate value based on each Grantee's contribution toward the purchase price of this CR (i.e., 20% for DCR, 60% for the City and 20% for the Town), subject, however, to any applicable law which expressly provides for a different disposition of proceeds. If the conservation interests protected hereby are unaffected by the taking, and the only interest taken by public authority is the Grantor's interest, and recovered proceeds are awarded on the basis of the value of the Premises as restricted by this CR, then the proceeds from such taking shall be payable in their entirety to Grantor.

Whenever all or any part of the Premises or any interest therein is taken by a public authority other than the Commonwealth of Massachusetts under power of eminent domain, or if all or any part of this CR is extinguished by act of public authority other than the Commonwealth of Massachusetts and without approval by or recommendation of the Commonwealth of Massachusetts, then the Grantor and Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. If the public authority taking the Premises is the Commonwealth, of Massachusetts or if the taking has been approved or recommended by the Commonwealth of Massachusetts, then Grantor and Grantee shall pursue their remedies separately, and the Grantee shall not be entitled to any portion of the proceeds from such taking.

XII. AMENDMENT

If circumstances arise under which an amendment to or a modification of this CR would be appropriate, Grantor and Grantee may jointly amend this CR, provided that any amendment shall (i) occur only in exceptional circumstances, (ii) be consistent with the purposes of this CR, (iii) not affect its perpetual duration, (iv) not have an adverse effect on the conservation values or purposes of this CR, and (v) be approved by the Secretary of Energy and Environmental Affairs and in accordance with any applicable statutes in effect at the time of the proposed amendment and Article 97. Any such amendment shall be recorded at the Registry in the chain of title of the Premises.

XIII. SEVERABILITY

If any section or provision of this CR shall be held to be unenforceable by any court of competent jurisdiction, the CR shall be construed as though such section had not been included in it.

If any section or provision of the CR shall be susceptible of two constructions, one of which would render such section or provision invalid, then such section or provision shall be given the construction that would render it valid. If any section or provision of this instrument is ambiguous, it shall be interpreted in accordance with the policies and provisions expressed in G.L. c. 184, sections 31 and 32, G.L. c. 132A, and G.L. c. 21A.

XIV. TERMINATION OF RIGHTS AND OBLIGATIONS

Notwithstanding anything to the contrary contained herein, the rights and obligations under this CR of any party holding an interest in the Premises will terminate upon transfer of that party's interest, except that (a) liability for acts or omissions of the party that occurred prior to transfer shall survive the transfer, and (b) liability for the transfer itself if the transfer is in violation of this CR shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by any prior owner(s) and may be held responsible for any continuing violations.

XV. GENERAL PROVISIONS

A. Controlling Law. The interpretation and performance of this CR shall be governed by the laws of the Commonwealth of Massachusetts.

B. Construction. Any general rule of construction to the contrary notwithstanding, this CR shall be liberally construed in favor of the grant to effectuate the purposes of this CR and the policy and purposes of Article 97, G.L. c. 132A and G.L. c. 184, sections 31, 32, and 33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this CR that would render the provision valid shall be favored over any interpretation that would render it invalid. The captions in this CR are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope of this CR or any part hereof. The terms of this CR shall be considered the workmanship of all parties and shall not be construed against the drafting party. No provision of this CR shall waive, bar, diminish or in any way affect any limitations on liability afforded to a body politic of the Commonwealth of Massachusetts.

C. No Legal Relationship. Nothing in this CR shall be deemed or construed to create any legal relationship of principal and agent or of partnership, or of joint venture, or of any association, among any of the parties to this CR.

D. Severability. If any section or provision of this CR shall be held to be unenforceable by any court of competent jurisdiction, then the remainder of this CR shall not be affected thereby, and this CR shall be construed as though such section or provision had not been included in it.

E. Notices Related to Conservation Restriction. Grantee may, at its expense, cause a notice of any violation of this CR or any other agreement between Grantor and Grantee regarding this CR to be recorded at the Registry in the chains of title for any parcels comprising the Premises. Grantee is additionally authorized to record or file at the Registry any notices or instruments appropriate to ensure the perpetual duration and enforceability of this CR.

F. Entire Agreement. This instrument sets forth all the terms of this CR and supersedes all prior discussions, negotiations, understandings or agreements relating to the CR, all of which are merged herein.

G. Multiple Counterparts. This CR may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.

XVI. MISCELLANEOUS

A. No Excise Tax. No Massachusetts deed excise tax stamps are required by G.L. c. 64D, section 1, as the Commonwealth of Massachusetts and City and Town are parties to this instrument.

B. Pre-existing Public Rights. Approval of this CR by the Secretary of Energy and Environmental Affairs pursuant to G.L. c. 184, section 32 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.

C. No Mortgage. 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.

D. Title Matters. This CR is conveyed subject to matters of record at the Registry.

E. Signature Pages and Exhibits. Attached hereto and incorporated herein by reference are the following signature pages and exhibits:

Grantor – Essex County Greenbelt Association, Inc.
Grantee – City of Newburyport Board of Water and Sewer Commissioners
Grantee – City of Newburyport Mayor
Grantee – Town of West Newbury Conservation Commission
Grantee – Town of West Newbury Board of Selectmen
Approval of the Secretary of Energy and Environmental Affairs

Exhibit A: Legal Description of Premises

Exhibit B: Plan of Premises

Exhibit C: Sketch Plan of Premises and Water Supply Protection Zones

Exhibit D: City of Newburyport City Council Vote

Exhibit E: Town of West Newbury Town Meeting Vote

F. Title Reference. For Grantor's title, see the deed recorded at the Registry herewith in Book _____, Page _____.

[Remainder of page intentionally left blank. Signature(s) follow on next page(s).]

EXECUTED under seal as of the _____ day of _____, 2021.

ESSEX COUNTY GREENBELT
ASSOCIATION, INC.

By: _____
Katherine Bowditch, its duly authorized
President

By: _____
Kent Wosepka, its duly authorized Treasurer

Commonwealth of Massachusetts
Essex County, SS.

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Katherine Bowditch, as President of Essex County Greenbelt Association, Inc., proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by federal or state governmental agency, oath or affirmation of credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purposes, as President of Essex County Greenbelt Association, Inc.

Notary Public
My commission expires:

Commonwealth of Massachusetts
Essex County, SS.

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Kent Wosepka, as Treasurer of Essex County Greenbelt Association, Inc., proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by federal or state governmental agency, oath or affirmation of credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purposes, as President of Essex County Greenbelt Association, Inc.

Notary Public
My commission expires:

**ACCEPTANCE OF GRANT BY THE CITY OF NEWBURYPORT
BOARD OF WATER AND SEWER COMMISSIONERS**

We, the undersigned, being a majority of the Board of Water and Sewer Commissioners of the City of Newburyport, Massachusetts (“Board”), hereby certify that at a public meeting duly held on _____, 2021, the Board voted to approve and accept the foregoing Conservation Restriction from Essex County Greenbelt Association, Inc. pursuant to G.L. c. 40, section 41, and G.L. c. 184, section 32, and do hereby accept the foregoing Conservation Restriction.

CITY OF NEWBURYPORT,
By its Board of Water and Sewer Commissioners

John Tomasz, Chair

Roger Jones, Commissioner

Sandy Friede, Commissioner

Commonwealth of Massachusetts
Essex County, SS.

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared John Tomasz, Roger Jones and Sandy Friede, as the members of the City of Newburyport Board of Water and Sewer Commissioners, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by federal or state governmental agency, oath or affirmation of credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purposes, as the City of Newburyport Board of Water and Sewer Commissioners.

Notary Public
My Commission expires:

APPROVAL BY THE MAYOR OF THE CITY OF NEWBURYPORT

I, the undersigned Mayor of the City of Newburyport (“City”), hereby approve the grant of the foregoing Conservation Restriction from Essex County Greenbelt Association, Inc. to the City’s Board of Water and Sewer Commissioners in the public interest pursuant to G.L. c. 184, section 32.

CITY OF NEWBURYPORT

Donna D. Holaday, Mayor

Commonwealth of Massachusetts
Essex County, SS.

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Donna D. Holaday, as the Mayor of the City of Newburyport, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by federal or state governmental agency, oath or affirmation of credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purposes, as the Mayor of the City of Newburyport.

Notary Public
My Commission expires:

**ACCEPTANCE OF GRANT BY THE 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 _____, 2021, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from Essex County Greenbelt Association, Inc. pursuant to G.L. c. 184, section 32, and G.L. c. 40, section 8C, and do hereby accept the foregoing Conservation Restriction.

TOWN OF WEST NEWBURY,
By its Conservation Commission

Dawne Fusco, Chair

Wendy Reed, Clerk

Thomas M. Atwood

Margaret Hawkins

Judith Mizner

Commonwealth of Massachusetts
Essex County, SS.

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Dawne Fusco, Wendy Reed, Thomas M. Atwood, Margaret Hawkins and Judith Mizner, as the members of the Town of West Newbury Conservation Commission, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by federal or state governmental agency, oath or affirmation of credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purposes, as the Town of West Newbury Conservation Commission.

Notary Public
My Commission expires:

**APPROVAL BY THE BOARD OF SELECTMEN
OF THE TOWN OF WEST NEWBURY**

We, the undersigned Board of Selectmen of the Town of West Newbury (“Town”), hereby approve the grant of the foregoing Conservation Restriction from Essex County Greenbelt Association, Inc. to the Town’s Conservation Commission in the public interest pursuant to G.L. c. 184, section 32.

TOWN OF WEST NEWBURY,
By its Board of Selectmen

David W. Archibald, Chairman

Glenn A. Kemper, Member

Richard Parker, Member

Commonwealth of Massachusetts
Essex County, SS.

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared David W. Archibald, Glenn A. Kemper and Richard Parker, as the Board of Selectmen of the Town of West Newbury, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by federal or state governmental agency, oath or affirmation of credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purposes, as the Board of Selectmen of the Town of West Newbury.

Notary Public
My Commission expires:

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

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from the Essex County Greenbelt Association, Inc. to the Commonwealth of Massachusetts, acting by and through its Department of Conservation and Recreation, the Town of West Newbury, acting by and through its Conservation Commission, and the City of Newburyport, acting by and through its Board of Water and Sewer Commissioners, has been approved in the public interest pursuant to G.L. c. 184, section 32.

Dated: _____, 2021

Kathleen A. Theoharides
Secretary of Energy and Environmental
Affairs

Commonwealth of Massachusetts

Suffolk County, SS.

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Kathleen A. Theoharides, 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

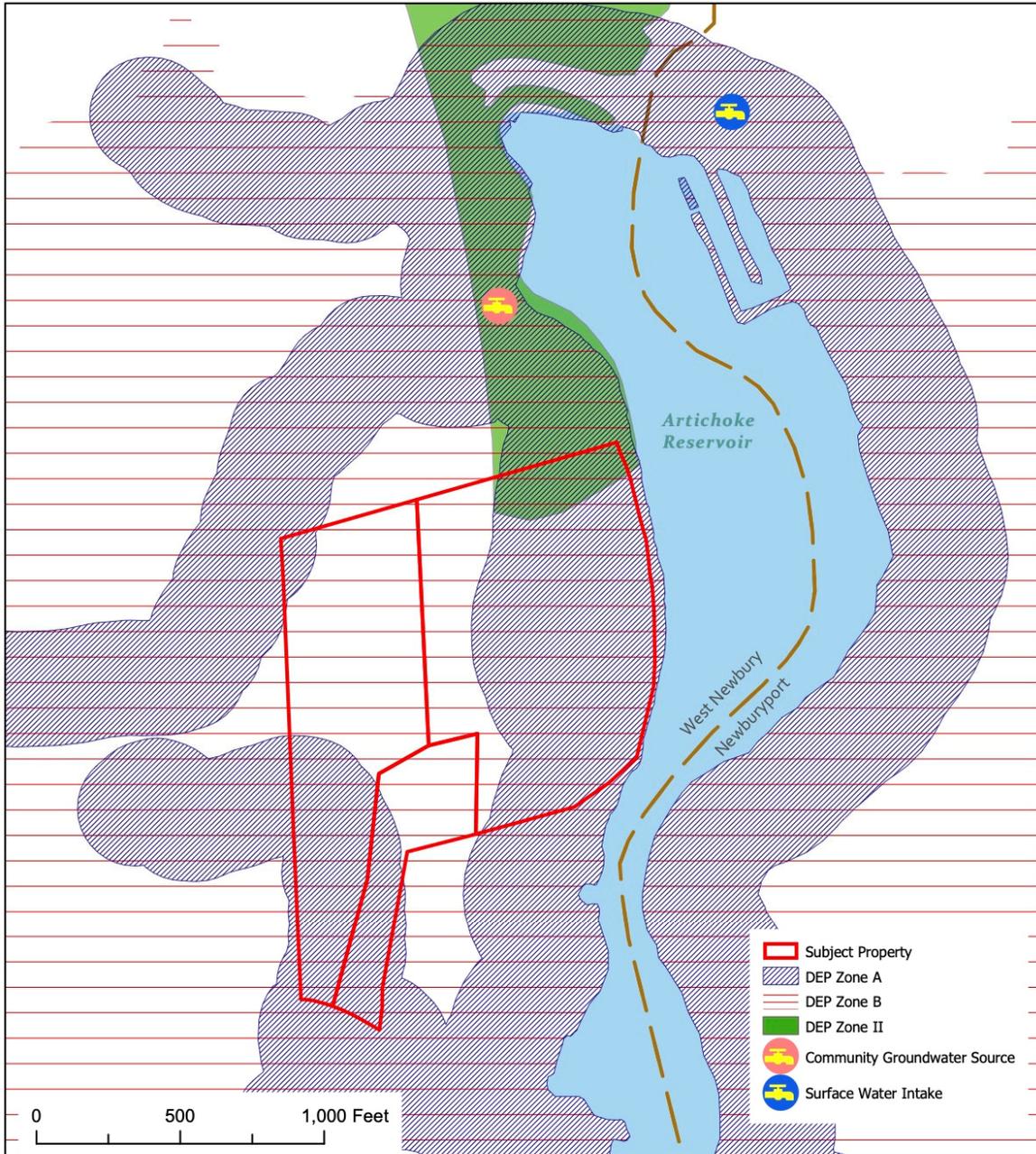
Legal Description of Premises

The premises include all the property located off Middle Street in West Newbury, Massachusetts shown on that certain plan containing one sheet entitled "Plan of Land, #430 Middle Street, West Newbury, MA, Property of Preston E. & Debora M. Rogers," dated January 22, 2021, prepared by Donohoe Survey, Inc. and recorded at the Essex County Registry of Deeds Southern District in Plan Book _____ as Plan _____ as Lot 2.

Such premises contain 38.264 acres according to such plan.

EXHIBIT C

Sketch Plan of Premises and Water Supply Zone



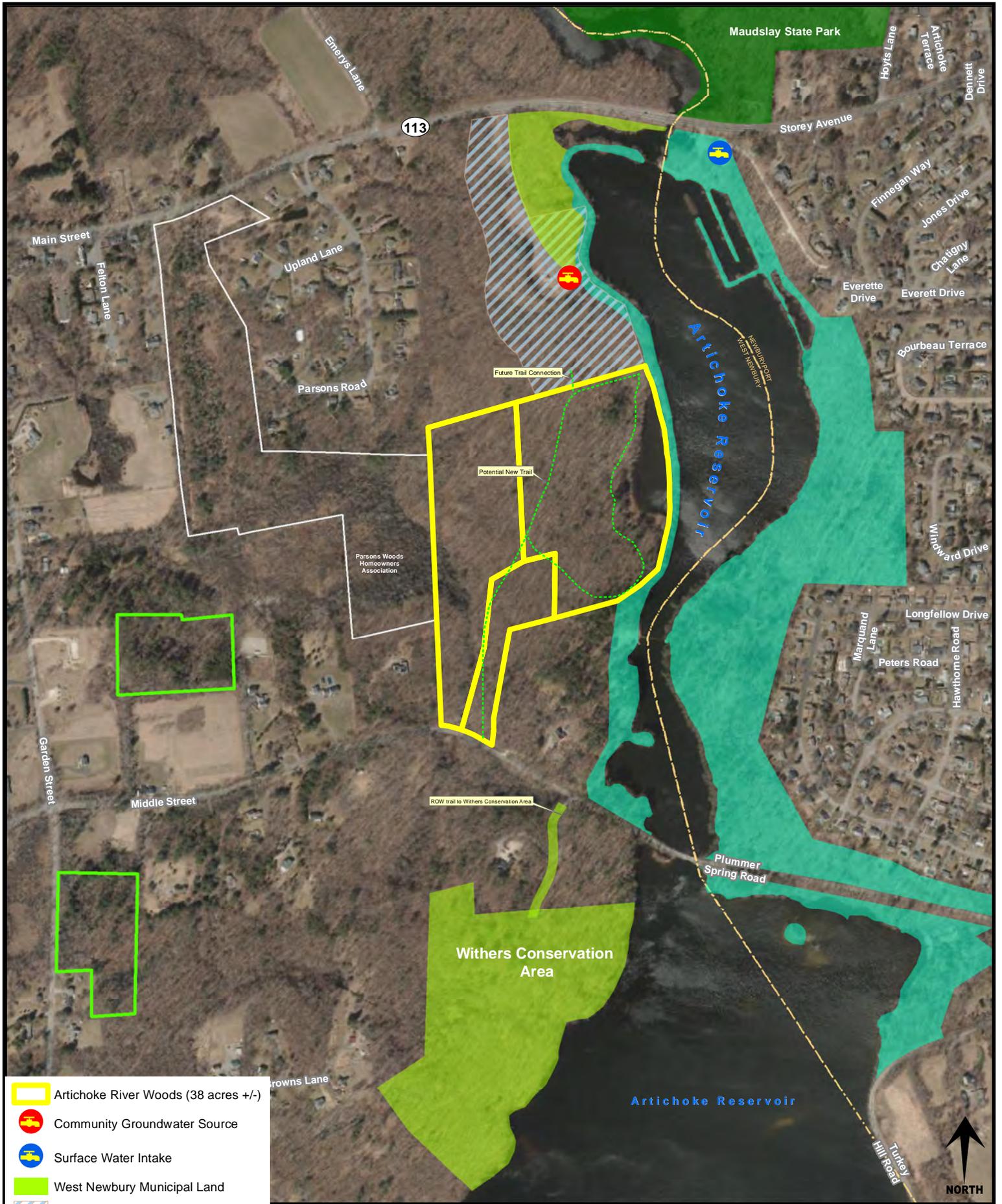
Map Produced 12/20/19 By:
Essex County Greenbelt

Artichoke River Woods
38± acres, West Newbury
Drinking Water Resources Map



Greenbelt
Essex County's Land Trust

Source data obtained from survey plans, Mass GIS and Global Positioning Systems (GPS).
Orthophotos 2013 / 2014. Boundary lines are approximate and are to be used for
informational purposes only. Boundaries based on assessors data.



- Artichoke River Woods (38 acres +/-)
- Community Groundwater Source
- Surface Water Intake
- West Newbury Municipal Land
- W. Newbury Water Well Easement
- Newburyport Municipal Land
- DCR-State Parks & Recreation
- Greenbelt Property

Artichoke River Woods 38 +/- acres



Map for illustrative purposes only. Boundaries are approximate and based on most currently-available assessor's data. 2013 Orthophotos; 1:5,000. All data other than Greenbelt properties from MassGIS. Map by Greenbelt, dated 1-6-20



Town Manager

From: Rick Parker
Sent: Thursday, February 11, 2021 11:46 AM
To: Town Manager; DPW Director
Cc: Chip Wallace; Michael McCarron; Rick Parker
Subject: Mass DOER 2021 Green Communities Competitive Grant (GCCG) Program

Angus / Wayne,

The Mass DOER 2021 Green Communities Competitive Grant (GCCG) Program info was recently released and is available at this link:

[DOER-PON-ENE-2021-034 Green Communities Competitive Grant Program Opportunity Notice 01.14.21 \(FINAL\).pdf](#)

West Newbury is not eligible to apply for the Block 1 grants, with applications due by April 9, since the 2020 GCCG will not have been completed and fully reported by the required dates. However, **the town should be eligible to apply for the Block 2 grant round, with grant applications totaling up to a maximum grant amount of \$200k and due by October 8, 2021.** It seems unlikely that funds awarded for the Block 2 grant round would be received in time to implement building improvements before the 2021/22 winter heating season.

Possible projects that have been previously discussed at some level:

- Second phase of 1910 Building HVAC controls upgrade, which would address the CoA portion of the building and the base building HW heating plant.
- Soldiers & Sailors renovation: building envelope improvements (door weather stripping, insulation, storm windows or insulated window inserts), air- or ground-sourced heat pumps, interior and exterior LED lighting + controls
- (Old) Town Hall storm windows or insulated window inserts
- Purchase of hybrid / plug-in hybrid / battery electric vehicles to replacing existing "exempt" municipal vehicle(s). Max amounts \$5,000/vehicle for hybrid or \$7,500/vehicle for EV.

Regarding the Soldiers & Sailors building, this information should be presented to Spencer, Sullivan & Vogt once we've had a chance to discuss.

Thanks – rick

Town Manager

From: Richard Parker <parkerrg@comcast.net>
Sent: Thursday, February 11, 2021 10:28 AM
To: Town Manager
Cc: Rick Parker
Subject: FW: MVP Expression of Interest

Angus,

Referencing the email thread below, the MVP Working Group (will become "Sustainability Committee" after "Mission" description, membership, etc. are ironed out) would like to submit one or two "Expressions(s) of Interest" (EOI) in advance of the Municipal Vulnerability Preparedness Program's FY22 grant application round. Submitting an EOI is not a commitment to submit a grant application, but instead enables the process of discussing potential grant ideas with the state's MVP team in advance of grant application.

The deadline for submitting an EOI is Friday, February 26. I would like to discuss this briefly at the Feb. 22 BoS open session meeting.

Grant topics for EOI:

Invasives control

Roadway flooding risk analysis and possible solutions

Please confirm that this will be on the 2/22 BoS OS agenda.

Thanks - rick

From: Elisa Grammer [REDACTED]
Date: Wednesday, February 3, 2021 at 1:02 PM
To: Paul Sevigny <psevigny@wnewbury.org>, Elizabeth Callahan [REDACTED], Nancy Pau [REDACTED], Patricia Reeser [REDACTED], Wendy Reed [REDACTED], Chip Wallace [REDACTED], Richard Parker [REDACTED], Hannah Grinnell [REDACTED], Tom Craig [REDACTED]
Subject: Fwd: MVP Expression of Interest

Please note **FEBRUARY 26** due date for expression of interest in applying for a MVP grant

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

From: Rowden, Michelle (ENV) <michelle.rowden@state.ma.us>
Date: Wed, Feb 3, 2021 at 12:57 PM
Subject: MVP Expression of Interest
To:

Hello Northeast MVP Communities!

You may have heard already, but I wanted to make sure that I reached out to you directly about the Municipal Vulnerability Preparedness Program's NEW "Expression of Interest" process in advance of our FY22 application round. If you have a project that you want to discuss before our application opens (which we anticipate being late March/early

April) please complete this online form by Friday, February 26:

https://massgov.formstack.com/forms/mvp_action_fy22_eoi. The MVP program team will review each submission, and get in touch with you to discuss your idea(s).

A few notes:

1. For past rounds, I have offered the opportunity to speak with me about possible project ideas before the application opens. This EOI process is simply a formalization of the same thing, and will allow my team to internally discuss and then respond to potential applicants in a more organized and thorough fashion.
2. The EOI is not required in order to submit an application for FY22 funding.
3. You are welcome to submit more than one EOI if you have more than one project idea.
4. This is meant to be a simple form that does not create excess burden for potential applicants. If you're finding that not to be the case, please let me know!
5. While we ask that municipalities fill out the form (as they are required to be the lead applicant for any MVP project), filling out this form might be a good opportunity for you to reach out to potential community partners about any relevant project ideas.

Thank you to those who provided helpful MVP program feedback this past fall/winter through our survey and focus groups—the majority of respondents agreed that a more formalized pre-application process/Expression of Interest would be helpful for you. As always, please let me know if you have any questions!

Best wishes,

Michelle



Michelle Rowden, Northeast Regional Coordinator (she/her)

Municipal Vulnerability Preparedness Program

MA Executive Office of Energy and Environmental Affairs

857-343-0097 | 37 Shattuck Street, Lawrence, MA 01843

From: Lynne Spencer [REDACTED]
Sent: Tuesday, February 16, 2021 12:29 PM
To: Town Manager <townmanager@wnewbury.org>; Doug Manley [REDACTED]
Cc: DPW Director <dpwdirector@wnewbury.org>; Michael McCarron <mmccarron@wnewbury.org>
Subject: RE: S&S updates

Good morning,

Both Doug and I will be attending the Planning Board meeting tonight. We have spoken with Denis coordinating for the meeting. A couple of key points: Denis will present the plan. I will comment on the building being rehabilitated for assembly purposes on the first floor with the second floor as office space. We are asking for comments tonight preparatory to the formal application, which Denis will prepare on behalf of the Town. Simultaneously, Denis will prepare Request for Determination, which Brett of the ConCom has advised as the appropriate step, with the thought a further determination is not likely to be necessary. We also understand that the Board of Selectmen will need to approve the site plan before these submissions.

Coincidentally Denis had a conversation with Chip of Cottage Advisors, who indicated that he understood his responsibility for paving the parking lot, restoring the front parking area to lawn. Also a concern are the shrubs planted a couple of years ago – not in great shape. But the major issue is timing: Chip wants to finish this spring. We are concerned about the impact of the construction work, scheduled to start this summer. We think it makes sense to leave the front asphalt as is until the construction project is finished. As for the rear parking area, install gravel base and binder and leave finish asphalt until construction is over.

For the BOS meeting on Feb 22, I would suggest presenting the site plan for their review and approval. Regarding Cottage Advisors responsibility: I would hope that can be treated as a final negotiation on what was already agreed to in principal, and not hold up the PB Site Plan Review and ConCom Request for Determination.

Regards,

Lynne

Lynne Spencer
Principal

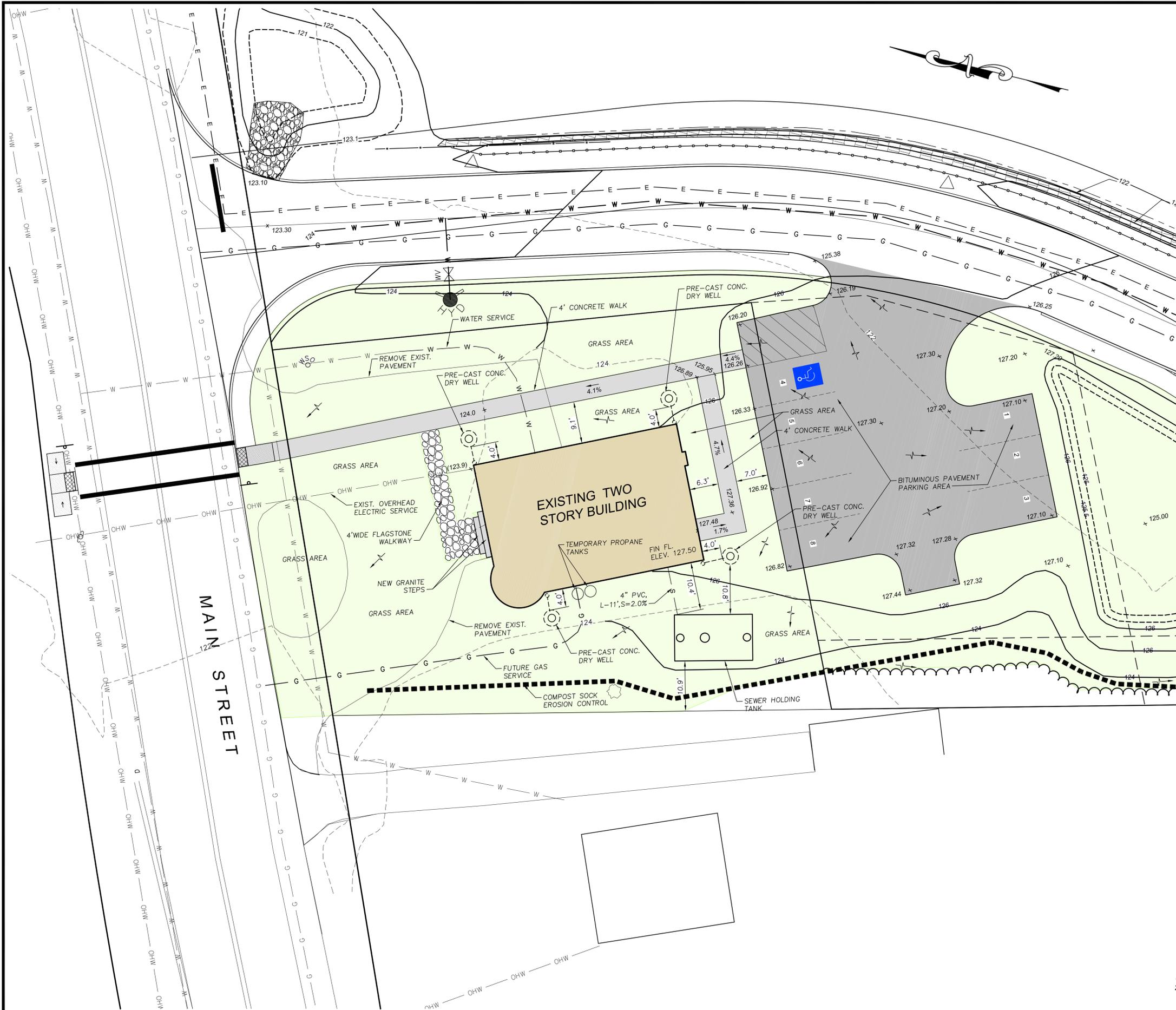
Spencer, Sullivan & Vogt

ARCHITECTURE ▪ PRESERVATION

1 Thompson Square | Suite 504 | Charlestown, MA 02129-3308

svsarchitects.com | [REDACTED]

K:\PROJ CIVIL_3D\2019\60085\DWG\1.0 SHEET FILES\60085 SP.DWG Dhamel 9/12/2019 10:36 AM



FOR REGISTRY USE ONLY



6 CHESTNUT STREET, AMESBURY, MA.

Phone: (978) 388-2157
CONSULTING ENGINEERS &
LAND SURVEYORS SINCE 1988
www.gm2inc.com

Sheet Title:

Site and Grading Plan

Project Title:

Car Post

Main Street
West Newbury, MA 01985

Applicant/Owner:

Town of West Newbury

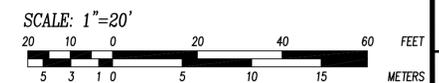
381 Main Street
West Newbury, MA 01985

REVISION BLOCK

NO.	DATE	DESC	BY

Date: _____

PROJ. MGR.: D. HAMEL
FIELD: M. MICHAUD
DESIGN: D. HAMEL
DRAWN: D. HAMEL
CHECKED: R. BLANCHETTE
DATE: 9-12-19
FILE: 60085 SP.DWG
FBK:
JOB #: 60085



SHEET C1.11

Town Manager

From: Town Manager
Sent: Wednesday, February 3, 2021 7:35 PM
To: Dustin Gray
Subject: Fwd: Procurement process, Page School Playground

Here is the rough timeline I mentioned on the phone - thanks

Begin forwarded message:

From: Michael McCarron <mmccarron@wnewbury.org>
Date: January 20, 2021 at 4:34:06 PM EST
To: Town Manager <townmanager@wnewbury.org>, DPW Director <dpwdirector@wnewbury.org>
Subject: RE: Procurement process, Page School Playground

Angus

Wayne and I met today to discuss the plans for processing the playground.

We are going to prepare a Request for Qualifications for design proposals to the playground. Each proposal will have to be based on a state bid list costs with a \$350,000 maximum budget

This is our timeline (dates are approximate)

March 1, 2021 Forward RFQ to designs

March 21, 2021 Designers forward proposals to Town

April 1, 2021 Interview Designer with interested parties (Town, School, Parent) Review Design Concerns

April 10, 2021 Finalize choice of Designer

April 20, 2021 Final Design

Mid May to mid June Engineering and site work for design buildout

Michael P. McCarron
 Town Clerk
 Town of West Newbury
 381 Main Street
 West Newbury, MA 01985
 Tel 978-363-1100 ext 110

From: Town Manager <townmanager@wnewbury.org>
Sent: Wednesday, January 13, 2021 11:11 AM

To: DPW Director <dpwdirector@wnewbury.org>
Cc: Michael McCarron <mmccarron@wnewbury.org>
Subject: RE: Procurement process, Page School Playground

Wayne – I met w Mike yesterday re whether his office or yours is best able to prepare a procurement document to engage a design/build contractor for the playground. He suggested a meeting between the two of you to talk this through. I like the samples I linked below – I’m envisioning a succinct document to invite proponents to submit their qualifications and a concept design; the vendors would be invited to present their concepts at a meeting (not necessarily a public mtg, but would include key town/school/parent stakeholders); Mike (as CPO, but taking into account group input) would select the most qualified/advantageous vendor; we would work to get a contract in place; if contract negotiations fail we would go to the next preferred vendor; once a contract is in place there would be a subsequent process to finalize a design (with input... Dustin has agreed to help with facilitating input from parents/kids), and this would occur in conjunction with GPI as the civil engineer; once a design is finalized the vendor would order equipment and work with Wayne and GPI to set a schedule for construction.

I’m happy to be part of the meeting between you and Mike, let me know what works with your schedules. 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: Town Manager
Sent: Monday, December 14, 2020 12:59 PM
To: Michael McCarron <mmccarron@wnewbury.org>
Cc: dpwdirector@wnewbury.org; DPW Admin <DPWAdmin@wnewbury.org>; Community Preservation Committee <cpc@wnewbury.org>; Jennifer Walsh (finance.admin@wnewbury.org) <finance.admin@wnewbury.org>
Subject: Procurement process, Page School Playground

Mike,

Wayne and I have been talking over how best to go about getting the playground project underway. As you may know, a key issue that’s emerged in meetings this summer/fall is the desired surface treatment. In a nutshell:

- A complete poured-in-place surface has advantages in overall accessibility, but is more costly so this approach would reduce the budget available for equipment. This was the surface treatment contemplated in the CPC project proposal.
- A hybrid of poured-in-place with engineered wood fiber is more cost effective, and (at least according to one playground expert we met with on site last summer) has advantages relative to the heat of the surfacing.

Because of the relationship between the surfacing and the sub-surface design (which GPI Engineers is under contract to perform), the sub-surface design (incl. stormwater management) cannot be complete until a decision is made re surfacing.

Because of the number of stakeholders in this project, we'd like to see a process for decision-making that actively solicits input from (among others): Page School administration; parents and students; BOS; and CPC.

Wayne and I believe that any such process will be much more effective and efficient once we have a vendor(s) engaged, since that will allow for more realistic consideration of potential trade-offs among various project costs.

Therefore, when he and I met last week we agreed that the best next step would be to engage a vendor through an RFQ process, then have that vendor actively involved with helping the community understand (and make decisions among) the various potential outcomes that the project budget can support.

I found a couple of RFQs online that could be helpful, both of which contemplate a design/build approach like we're envisioning here:

- https://www.cityofelyria.org/wp-content/uploads/2020/12/RFQ_East_Rec_PlaygroundFINAL.pdf
- <https://westplains.net/rfq-for-splash-pad-all-inclusive-playground/>

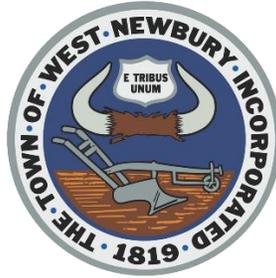
You may also have a good sample or two on file?

Wayne is out on vacation most of this week, and I'm planning to be off next week, so I wanted to get you thinking about this so the 3 of us can meet the week of 12/28 to decide how to approach this most efficiently so we can get someone under contract timely for playground design, (GPI's design of sub-surface/stormwater), order/delivery of equipment, site prep (Town's responsibility), and playground installation as early in the spring as can be achieved (which will depend on how quickly we can move, as well as what works for the Page School Administration given the overall school year calendar).

Please give this some thought, and let me know if there are dates that work better for you to meet the week of 12/28.

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
Massachusetts 01950

Request for Qualifications

Page School Playground Project Designer Services

Contract # 2021-DPW-013

Proposals Due
Monday
March 22, 2021
@ 10:00 AM
By e-mail only @
TownClerk@WNewbury.org

DRAFT

1. PURPOSE

The Town of West Newbury (Town) seeks a Playground Designer who specializes in designing playgrounds that meet special needs requirements. The proposed playground replacement project is located behind the Page School located at 694 Main Street, West Newbury.

2. BACKGROUND

The Page School Campus is located on a large parcel of land owned by the Town of West Newbury. The campus includes an elementary school, privately owned daycare, athletic fields, and an outdated playground located behind the school.

The Town leases the operation and general maintenance of the school and playground to the Pentucket Regional School District. All large scale or capital projects are managed and funded by the town. This project is considered a capital project and will be managed and funded by the Town. The existing outdated playground has been maintained by the school district, however, parts to repair the outdated equipment are impossible to find and most importantly, the playground does not meet special needs requirements and sections of the playground is currently closed to users due to its unsafe condition.

Due to the poor conditions of this playground, funds to replace the playground were approved during the Spring 2020 Town Meeting. The residents of West Newbury voted yes on a Town Meeting Article to fund a replacement playground with a focus on special needs equipment and access. The town has approved \$350,000 for design and build of this playground project (not including site work), but seeks the best playground at a fiscally responsible cost.

The Town has contracted with GEI Consulting of Woburn, MA to prepare a survey, site plan, and final drainage design which will be engineered to meet the selected designers approved playground design. The Town will remove all playground equipment (except for a large swing set – which shall remain) and install appropriate drainage to meet the approved selected playground design. The Town will also prepare the site for playground equipment installation by the selected playground installer.

3. PROPOSALS

All qualified Playground Designers are welcome to submit an electronic copy of their preliminary design proposal to the Town Clerk **no later than 10am on Monday, March 22, 2021 by e-mail** at TownClerk@WNewbury.org. Once these proposals are reviewed by the Town, the Town will offer the Playground Designer a time and date when they can present their preliminary proposal remotely to the Town.

The Playground Designers proposal shall include a preliminary site-specific design of the playground and demonstrate to the town that they are able to collaborate with a small team of town officials and residents. The preliminary design shall demonstrate to the selection team that the Playground Designer has the vision, experience, and skill to adhere to our needs outlined below.

The Town welcomes the opinion of the Playground Designer relating to but not limited to the site preparation, accessible paths to the playground, landscaping, and any other playground design features that will make this playground design successful. The preliminary design shall include a cost break-down of materials and labor.

The Playground Designers proposal shall include most or all of the desired requirements as listed below;

1. The playground design shall be two play areas that focus on structures designed for preschool ages 2 – 5 and grade school ages 5-12.

2. The site footprint should be within 7,000 – 9,000 square feet.
3. The play surface must be special needs complaint. Options shall be; 100% poured in place surface, hybrid of poured in-place, or matting with EWF or playground specific surface that can shed water or be pervious.
4. The playground equipment (including installation) and surface material (including installation) budget is \$350,000. The design shall not exceed this amount.
5. Shade structure or structures should be incorporated into the design.
6. Park furniture including benches and tables should be included into the design.
7. A Gaga Ball Pit should be included into the design.
8. Encourage interactive panels and outdoor furniture to act as a separation between both age specific areas.
9. Large swing set near ballfield fence is to remain while the smaller older swing set will be removed.
10. The town has no desire for any water features.
11. The playground equipment shall meet special needs users.

The Playground Designers shall design the playground with structures that are listed on a current and valid federal, state, regional district or other public entity playground equipment purchasing and installation contract. The Town of West Newbury must be eligible to procure this equipment from said contract. The Playground Designer must show proof that the Town can purchase the equipment, including installation, from said contract and that this contract meets Massachusetts State procurement laws. A copy of this contract should be submitted at the time of RFQ submission.

4. PLAYGROUND DESIGNER QUALIFICATION

The Playground Designer must have at least five years' experience designing public entity-controlled playgrounds with a construction value greater than \$250,000. They must also have experience and working relationships with local playground equipment suppliers and installers.

The Playground Designer must also be able to produce colored design plans to scale for presentation and construction purposes.

5. PLAYGROUND DESIGNER SELECTION PROCESS

All submitted RFQ's will be reviewed by the Town's selection team. The chosen Playground Designer or Playground Designers will be invited to remotely present their preliminary playground designs to the Town. After receiving input from the Town, the Town's selection team will rank each designer's presentation as it relates to the Town's desired needs outlined in section 3 of this document. This playground design contract shall be awarded to the most advantageous designer who meets or exceeds the Town's expectations.

The Town reserves the right to reject any and all proposals if deemed in the best interest of the Town.

6. SCOPE OF WORK

The selected Playground Designer shall;

- A. Attend pre-design meeting with the Town remotely within 7 to 10 days of contract acceptance.
- B. Attend on-site meeting with the Town within a reasonable time after the initial pre-design meeting.
- C. Attend one to two remote community meetings to receive design suggestions, feedback, comments.
- D. Prepare design received from the town and submit these revised designs no later than seven days after the community meeting to the Town for review. Comments will be sent to the Playground Designer with any further recommendations. All playground equipment specification sheets shall be submitted at this time.
- E. Attend one community meeting to present final playground design.

F. The Playground Designer shall submit final design on or about April 20, 2021, electronically to the Town with any documentation and plans required for the build of the approved playground. An estimated cost, break-down of equipment, installation cost, and material cost must also be submitted.

G. Act as a liaison with the Town and the equipment supplier / installers contractors during contract preparation and final build of playground.

7. DELIVERABLES

The final deliverable shall be a submitted on 11" x 17" colored plan and also in an electronic format that will be used by the equipment supplier / installer contractors to scope, order equipment, and engineer the layout and installation of a complete playground. A list of equipment, materials, and cost break-down in a spreadsheet form shall also be submitted.

8. COMPENSATION

This RFQ is a non-compensation contract with no dollar value. It is assumed that the Playground Designer will be compensated by the playground equipment supplier and/or installer.

The Town will enter into a separate agreement with the equipment supplier / installer. Failure to enter into an agreement with the supplier / installer will not constitute any compensation paid by the Town to the Playground Designer for any cost relating to the playground design cost, time, and expenses associated with this proposal.

9. CANCELLATION OF RFP, REJECTION OF PROPOSALS

The Town reserves the right to cancel this Request for Qualification and/or reject any and all proposals and/or to waive any informalities if deemed in the best interest of the Town to do so. The Town is the sole judge of its best interest.

10. CANCELLATION OF CONTRACT

The Town reserves the right to cancel and terminate the contract in the event that the services provided by the Playground designer prove to be unsatisfactory. The Town shall be the sole judge of satisfactory performance consistent with the scope of work and requirements contained herein.

11. CONTRACT VALUE AND DURATION

This contract has no value. The contract shall expire 60-days after the final Town acceptance of the playground – but no later than December 31, 2021.

Playground Designers Information

Name of Company

Business Address

City, State, Zip

Phone, Email

Name and Title of Individual Submitting RFQ

Signature

Date

CERTIFICATE OF OSHA TRAINING

In Accordance with M.G.L. C.30, S.39S;

The undersigned hereby certifies that _____ (*Name of Company*) all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first payroll report for each employee and that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

(Authorized Signature)

(Title)

(Date)

CERTIFICATE OF LABOR HARMONY

In Accordance with M.G.L. C.30, S.39S;

The undersigned hereby certifies that _____ (*Name of Company*) is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;

(Authorized Signature)

(Title)

(Date)

IN WITNESS WHEREOF, the parties hereto intending to be legally bound have caused their duly authorized representatives to set their hands-on seals on their behalf on the date and year set forth below.

TOWN OF WEST NEWBURY
By its Town Clerk / Chief Procurement Officer

Playground Designer

Michael McCarron

By: _____
Name:
Title:

Date: _____, 2021

Date: _____, 2021



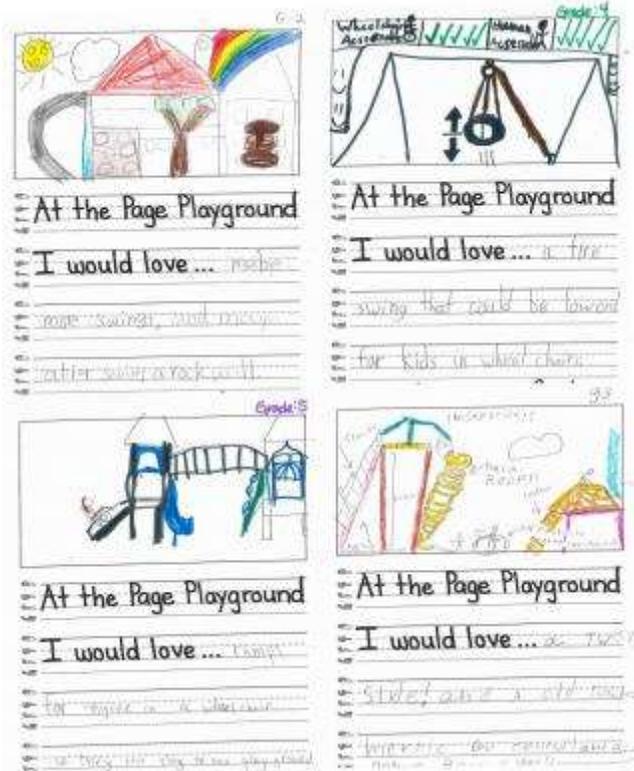
Town of West Newbury Massachusetts

Published on *Town of West Newbury MA* (<https://www.wnewbury.org>)

[Home](#) > Upcoming Community Forums, and Call for Input

Upcoming Community Forums, and Call for Input

Page School and Page Playground Working Group



Save the dates!

The Page School & Page Playground working group is looking for the community's input on the upcoming project! (More detail regarding the Page School playground initiative is online [here](#)).

We will be holding two online forums to discuss the vision of this very exciting endeavor:

Wednesday, Feb 24 from 4-5 PM

Monday, March 1 from 10-11 AM

Please R.S.V.P if you would like to participate in either of these online events. Follow the this link: <https://www.smore.com/78zpy>. (scroll to the middle of the newsletter).

If you are unable to attend either of these, but still want to be a part of the discussion/process, please email Page School Principal Dustin Gray, dgray@prsd.org for a feedback form.

We welcome your thoughts!

Source URL: <https://www.wnewbury.org/home/news/upcoming-community-forums-and-call-input>



Town Manager

From: FFOANF (ANF) [REDACTED]
Sent: Friday, February 19, 2021 4:50 PM
Subject: Supplemental Guidance for the Coronavirus Relief Fund – Municipal Program
Attachments: CvRF-MP Supplemental Guidance Memo 2.19.2021.pdf

Hello,

I hope that the week has been going well for you so far.

As you may know, there has been notable activity on the federal level lately that impacts the Commonwealth's CARES Act Coronavirus Relief – Municipal Program (CvRF-MP). Attached is a memorandum that details this activity and its impact on CvRF-MP. Notably, the key takeaways include:

- The Reconciliation Period application deadline is revised from **February 26, 2021** until at least **June 30, 2021**
- Federal policy changes imply that municipalities will receive more support for eligible costs than originally anticipated through the FEMA Public Assistance grant program ("FEMA PA")
- Municipalities should review all COVID-related expenses to maximize the use of available federal funds
 - Expenses related to school reopening costs and rental assistance programs should be reviewed in the context of new federal assistance in addition to CvRF-MP
- Complying with all relevant rules and regulations established by the federal government remains an ongoing focus for state and local governments; municipalities are required to take proactive steps to address duplication of benefits and other compliance issues
- Municipalities should submit their quarterly spending report, due on March 5, 2021, in the same manner as previous reports o A&F will centrally manage the removal of expenditures indicated as applied to FEMA PA, and therefore reported as at 25 percent cost share
 - A&F will provide additional guidance on this process and the reporting of newly reallocated funds
- Municipalities are advised that the federal government is considering further COVID relief legislation that may provide additional resources to state and local governments

If you have any questions or concerns, please feel free to contact us through our web-based question submission form: https://massgov.formstack.com/forms/municipal_covid_spending_questions.

Enjoy the weekend!

Brendan

Brendan Sweeney

Assistant Director for Federal Funds - Municipal
Executive Office for Administration and Finance

February 8, 2021

2021 Agreement for Americans with Disabilities Act (ADA) Consulting Services Between the Town of West Newbury, MA and the Northeast Independent Living Program, Inc. (NILP)

This agreement is entered between the Town of West Newbury, Massachusetts and the Northeast Independent Living Program, Inc. (NILP). Whereas the Town of West Newbury, MA desires to contract ADA Consulting services to NILP, and NILP agrees to provide such services in consideration of the mutual promise made by each party to the other, the parties covenant and agree as follows:

Term: The NILP shall complete all ADA Self-Evaluations and Transition Plans for the Town of West Newbury subject to this fully executed agreement and with proposed work completion by **June 30, 2021 (Term)**.

Responsibilities of the NILP (Consultant): The Northeast Independent Living Program's (NILP) Americans with Disabilities Act (ADA) Education and Consulting Division, hereby proposes to prepare for the Town of West Newbury a Self-Evaluation and Transition Plan that wholly complies with the requirements of the Americans with Disabilities Act of 1990 (ADA), including modifications made by the ADA Amendments Act of 2010. The Town intends to enter a contract for professional consulting services with an experienced and qualified consultant to provide these services.

Section I: Scope of Work Monitoring Review of programs, services, and activities: NILP will complete an access monitoring Self-Evaluation review for the Town of West Newbury ADA Project Plan to determine whether the twenty-six (26) Municipal sites (programs, services, and activities) are readily accessible to and usable by persons with disabilities to the maximum extent feasible when viewed in their entirety. Recommendations may be made for structural and non-structural changes with the objective of meeting the "maximum extent feasible" standard. If structural changes to facilities are necessary to achieve program accessibility at these sites, they could be incorporated into the Transition Plan section of the Town's ADA Project Plan. The review includes an access audit of the twenty-six Town owned sites, including programs, services, and activities that they provide.

Section II: Price Proposal

The cost for each task is delineated as follows:

The field review includes 24 municipal sites (see attached Town list provided) located in the Town of West Newbury. It is understood that some of the sites are larger than others, and all Municipal sites on the attached Town provided list are subject to the ADA field review.

We expect that we will need an average of one (1) hour per site to complete the Self-Evaluations/Field Reviews, with a total of 24 sites.

The consultant will then draft a written report of the ADA Self-Evaluation, and Transition Plan for each Municipal site. The Transition Plan draft will clearly include a cost estimate for all remediation work recommended because of our evaluations.

The ADA consulting rate is (\$200.00 per hour). All the NILP education and consulting work is done by our team that includes June Cowen Sauvageau, Chief Executive Officer, Jim Lyons, Vice President of Community Advocacy, Sheila Hegarty, Training Coordinator, Grant Murphy, ADA Projects Coordinator.

Project Cost – Summary of costs:

Task	No. of Hours	Cost
On-site 26 Field Reviews	24	\$4,800.00
Incorporate Open Space & Recreation Plan	0	\$0.00
ADA and Disability Cultural Competency Training	2.5	\$500.00
Draft Transition Plan	17	\$3,400.00
Follow-up ADA project meeting/public hearing	1	\$200.00
Total Project	36.5	\$8,900.00

Project Description

This proposal is to provide surveys that define areas that do not currently comply with the Federal Americans with Disabilities Act (ADA) Accessibility Guidelines, and the Commonwealth of Massachusetts Architectural Access Board requirements, (521CMR). We were asked to provide a survey of the physical access aspects and give a list of specific recommendations which will improve compliance with **24 Town of West Newbury Municipal sites**.

To assist with achieving compliance with the ADA, the NILP proposes to provide monitoring Self-Evaluations at the Town’s twenty-four (Municipal) sites for inclusion with the Town’s ADA Transition Plan. We understand that the Town of West Newbury, Massachusetts wishes to ensure compliance with the ADA requirements. Any major renovations or work that has been done to the sites since 1968 triggers the Mass AAB rules and regulations. Where there is a discrepancy in the two sets of regulations (ADA Access Guidelines-ADAAG) or AAB, it is necessary to be sure the work complies with the stricter of the two, and in some instances, that is the state regulation.

The Town of West Newbury ADA Project Sites are:

1. **1910 Building (Town Offices) – 381 Main Street**
2. **Annex – 379 Main Street**
3. **GAR Library – 490 Main Street**
4. **Public Safety Complex – 401 Main Street**
5. **Page School/ Children’s Castle – 694 Main Street**
6. **Pentucket Regional School**
7. **DPW Garage – 693 Main Street**
8. **DPW Salt Shed – 693 Main Street**
9. **Garden Street Fire Station – Garden Street**
10. **Old Town Hall / Learning Tree Preschool – 491 Main Street**

11. **Band Stand – Near 1910 Building**
12. **Mill Pond Recreation Building – off Main Street, near Mill Pond**
13. **Park and Recreation Building – Near Page School**
14. **Old DPW Garage – Near Page School**
15. **Soldiers & Sailors Memorial Building (a/k/a “Carr Post”) – 363 Main Street**
16. **Water Department**
17. **Pipestave Park – 693 Main Street**
18. **Cammett Field – Bachelor Street, near 1910 Building**
19. **Mill Pond, Pipestave Hill, Dunn Fields Area (Trail network)**
20. **Riverbend and Page School Area (Trail network)**
21. **Withers Conservation Area (Trail network)**
22. **Pikes Bridge Road (Trail network)**
23. **Brake Hill (Trail network)**
24. **Mullen Woods and Bachelor Street Area (Trail network)**

Self-Evaluation of all-current policies, practices, and procedures of the Town (which is a Title II entity) will be organized and conducted. An ADA Self-Evaluation form will be developed for this process. Community representatives will be identified and involved as required by regulation. Policies, practices, and procedures will be recommended by function (employment, applications for services, public notice, equal opportunity policy, reasonable accommodations, etc.) The ADA review will assess compliance with Section 504 and ADA in specific functions and activities of the Town to which these policies, practices, and procedures apply. NILP will provide one training for the ADA Coordinator (Building Inspector) and Deputy ADA Coordinator (DPW Director), and all interested Town officials, both paid and volunteers to develop ADA policies and procedures for the Board of Selectman and Department Heads that we recommend be adopted and used by the Town.

Transition Plan for Structural and Non-Structural Changes: NILP will complete an analysis of the Self-Evaluation, and the monitoring review to compile a plan and a suggested schedule for the timely implementation of structural and non-structural changes as needed at these **24 Municipal sites**.

Assignment: Neither the Town of West Newbury nor the NILP, Inc. shall have the right to assign this agreement without prior written approval of the parties.

Binding Effect: This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

Amendments: No amendments to or modifications of this agreement shall be effective unless such alteration of such modification is produced in writing and is then properly executed by the parties hereto.

Insurance: The NILP Training and Learning Collaborative meets all insurance requirements set forth in accompanying professional services agreement.

No Sub-Contractors: will be used by NILP on this project.

Termination: Either party may terminate this agreement with a 60-day notice signed by both parties.

IN WITNESS WHEREOF, each of the **PARTIES** has duly executed this agreement on the day and date set forth above.

Northeast Independent Living Program, Inc.

Chief Executive Officer

Signature



Printed Name: June Cowen Sauvageau

Date: February 17, 2021

Town of West Newbury

Town Manager



Printed Name: Angus Jennings

Date: February 9, 2021

AGREEMENT
BY AND BETWEEN
THE TOWN OF WEST NEWBURY
AND
B2Q ASSOCIATES, INC.

Whereas, the Town of West Newbury (the “Town”, the “Awarding Authority”, and the “Contracting Authority”), a municipal corporation with a usual place of business at 381 Main Street, West Newbury, MA 01985 has solicited a proposal relating to the installation of Upgrade to Town Office HVAC, VAV & Baseboard from Pneumatic to DDC Controls in the Town of West Newbury, and

Whereas, B2Q Associates, Inc, a Massachusetts Corporation having a usual place of business at 100 Burt Road, Suite 212, Andover, MA 001810 (the “Contractor” or “B2Q”) has submitted a proposal for the energy efficiency projects at the 1910 Building, being an upgrade to Town Office HVAC, VAV & Baseboard from Pneumatic to DDC Controls in the Town of West Newbury, and

Whereas the Town by and through its duly authorized representatives has awarded the contract to the Contractor,

Now therefore the Town and the Contractor (sometimes collectively referred to herein as the “Parties”) covenant and agree as follows:

The Contractor shall provide the services and work described in the B2Q’s Roles and Responsibilities in accordance with the Contract Documents. The Contract Documents consist of the “Agreement between the Town of West Newbury and B2Q Associates Inc for installation of an Energy Efficiency Project at the Town Office in West Newbury, Massachusetts”, which terms are hereby incorporated by reference. (hereinafter referred to as the “Scope of Services”)

ADDITIONAL PROVISIONS:

1. TIME OF THE ESSENCE:

The Contractor shall complete the services and work described in the Scope of Services in accordance with the Contract Documents It is agreed that time is of the essence of this contract.

2. CHANGE ORDERS AND ADJUSTMENTS:

A. No deviation shall be made to the Scope of Services unless authorized by a written change order from the Awarding Authority, which change order shall include an

equitable adjustment of the contract price agreed to between the Awarding Authority and the Contractor, if any. Under no circumstances may a change order be authorized orally.

B. Change orders may be authorized on behalf of the Awarding Authority by the DPW Director.

3. PAYMENT PROCEDURES:

Payment for the initial term shall be due and payable upon completion of all services and work called for in the Scope of Services to the reasonable satisfaction of the Awarding Authority necessary to make the system operational. Payment shall not exceed the amount as set forth in the Scope of Services unless an additional amount is authorized by a change order as provided for herein.

4. APPLICABLE PROVISIONS OF THE LAW:

This is a Massachusetts contract and shall be construed and interpreted according to the laws of the Commonwealth of Massachusetts. To the extent that any of the provisions contained herein are inconsistent with the requirements of the Massachusetts General Laws or other applicable law, the requirements of applicable provisions of law shall control and any such inconsistent provision or provisions hereof shall be deemed modified or stricken to the extent required to comply with the law.

5. ADDITIONAL DOCUMENTATION:

The Contractor has provided, or will contemporaneously with the execution of this agreement provide, the Awarding Authority with the following documents in form and substance satisfactory to the Awarding Authority:

- a. Certificate of Good Faith and Non-Collusion
- b. Certificate of State Tax Compliance.

6. PARAGRAPH HEADINGS AND PRIORITY:

The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or used in determining the intent of the parties. In the event of any conflict between this Agreement and the Scope of Services, the provisions of this Agreement shall govern.

SIGNATURES ON NEXT PAGE

Executed this day of February, 2021.

The Town of West Newbury, by

B2Q Associates, Inc

by _____
Michael P. McCarron
Chief Procurement Officer

by _____

CERTIFICATION PURSUANT TO M.G.L. CHAPTER 44 SECTION 31C

The undersigned hereby certifies, pursuant to M.G.L. Chapter 44 section 31C, that an grant in the amount of this contract is available therefore; that the above named officers or agents of the Awarding Authority have been authorized to execute this contract and the Wayne Amaral, DPW Director or designee is authorized to approve all requisitions and change orders.

Town Accountant



Town of West Newbury Energy Efficiency Projects

Agreement between the Town of West Newbury and B2Q Associates Inc. for Installation of an Energy Efficiency Project at the Town Office in West Newbury, Massachusetts

Between:

Owner:

Town of West Newbury

381 Main Street,
West Newbury, Massachusetts 01985

Angus Jennings, Town Manager

townmanager@wnewbury.org

Phone: **978-363-1100 x115**

And:

Prime Contractor (Project Expeditor):

B2Q Associates Inc. (B2Q)

100 Burt Road, Suite 212

Andover, MA 01810:

Thomas Banks, Project Engineer

[Redacted]
[Redacted]

This document describes the roles and responsibilities between the Town of West Newbury and B2Q for energy efficiency project that B2Q will implement as a contractor to the Town of West Newbury.

1. **2020 Green Communities West Newbury Project 1 – Upgrade Town Office HVAC, VAV, & Baseboard from Pneumatic to DDC Controls.** Reference Document: “West Newbury_AHU-1 & Terminal Equipment Controls Upgrade_Proposal.pdf”, dated January 31, 2020.

I. B2Q’S ROLES AND RESPONSIBILITIES

As prime contractor and project manager B2Q’s scope and responsibilities include the following:

A. Project Management & Subcontractor Oversight:

- Act as the primary point of contact with the Town of West Newbury
- Develop and execute a contract between B2Q and its subcontractor to provide the installation of the work. This contract shall require the subcontractor to obtain all permits, pay all required fees and taxes, provide properly trained and licensed workers, carry the required insurances, and complete the work within code
- Prepare and maintain project schedules
- Provide project management and construction observation of the subcontractor’s work
- Coordinate meetings, site visits and subcontractor scheduling with the Town and local project officials and relevant stakeholders



Town of West Newbury Energy Efficiency Projects

- Provide regular updates to Town officials/representatives during construction
- Coordinate and attend the post-installation inspections with the DOER and National Grid

B. Engineering:

- Design new operating sequences.
- Answer contractor request for information on new sequences.
- Verify operation of new sequences and the upgrade at Commissioning and close out

C. Construction Administration:

- B2Q and/or its subcontractor(s), will obtain the appropriate building permits
- Review the subcontractor's submittal documentation prior to installation and keep a submittal log
- Perform on-site walk through with B2Q's subcontractor(s) and Town officials: once prior to construction; up to three times during construction; and once at end of construction.
- Coordinate with Town officials/representatives during construction

D. Commissioning & Project Closeout:

- Functional testing of new sequences.
- Work with the subcontractor to commission the new equipment.
- Provide the subcontractor with a punch list, and work with the sub-contractor(s) to ensure completion of all punch list items.
- Provide all system O&M manuals and documentation.
- Perform a final walk-through with Town officials/representatives and the subcontractor to closeout punch list items.

E. Energy Incentives:

- B2Q will provide all calculations and documentation to support energy incentive applications with the local gas and/or electric utilities. Custom incentive energy savings calculations, if required for Utility incentive applications, are not included.
- B2Q will coordinate and be on site, as needed, for the final walk through post inspection by the utility representative for project closeout and incentive payment.
- Utility incentives will be paid to B2Q.
- B2Q will submit utility incentive applications and associated documentation to National Grid.
- B2Q will serve as the primary point of contact for National Grid on incentive-related questions.
- Submit all required final project documentation to National Grid to release the final incentives and close out the applications.



Town of West Newbury Energy Efficiency Projects

F. DOER Green Communities Paperwork:

- B2Q will support Town officials in submitting the necessary documentation to the DOER to satisfy the requirements of the Green Communities grant specific to this project, including:
 - Energy savings calculations
 - Equipment submittals/cut sheets showing relevant information
 - Invoicing & Progress updates

II. IMPLEMENTATION SCOPE OF WORK

The following is a summary of the general intent of the project addressed in the contract. Each subcontractor will provide submittals with more detailed specifications of the work to be completed. Submittals will be reviewed and approved by B2Q prior to commencing work and will be provided to the Town of West Newbury for review. The final details of the project may have minor differences from the information provided below but will accomplish the general intent as defined therein.

West Newbury Project 1 – Upgrade Town Office HVAC, VAV, & Baseboard from Pneumatic to DDC Controls

Project Location: 381 Main St, West Newbury, MA 01985

Project Description: B2Q Associates, Inc. (B2Q) and its subcontractor Howse Corporation, Inc. shall upgrade the controls for the primary heating and cooling equipment serving the offices in the Town Office building.

Scope of Work:

- Furnish and install Supervisory Controller (FX-80)
 - System is web accessible with no annual maintenance or subscription costs
 - Provide control interlock wiring including new BACnet MSTP networking to new controllers and panels
- (1) Air Handling Unit
 - Furnish and install new controller
 - Provide the following points
 - Supply Fan Command
 - Supply Fan Status
 - Supply Fan Speed
 - Duct Static Pressure
 - Exhaust Air (EA) Fan Command (Start/Stop)
 - EA Fan Status
 - Discharge Air Temperature
 - Mixed Air (MA) Temperature
 - Outside Air (OA) Temperature
 - OA Humidity
 - Return Air (RA) Temperature
 - RA Humidity
 - OA Damper Command



Town of West Newbury Energy Efficiency Projects

- MA Damper Command
 - EA/RA Damper Command
 - DX Cooling Stage 1
 - DX Cooling Stage 2
 - DX Cooling Stage 3
 - DX Cooling Stage 4
 - Freezestat
- Add static pressure reset
- Add automated scheduling
- Add enthalpy-based economizer
- Add morning warm up/optimal start sequence
- (22) VAVs with damper only (Ventilation & Cooling)
 - Control Hardware upgrade to DDC
 - Furnish and install new space temperature sensors
 - New electronic damper actuator
 - New air flow sensor
 - Add scheduling with an unoccupied temperature setback
 - Add morning warm up/optimal start sequence
- (4) VAVs with HW reheat coils
 - Control Hardware upgrade to DDC
 - Furnish and install new space temperature sensors
 - New electronic damper actuator
 - New air flow sensor
 - Hot water valve installation for compatibility with electronic controls
 - Add scheduling with an unoccupied temperature setback
 - Add morning warm up/optimal start sequence
- (23) HW Baseboard Radiators
 - Control Hardware upgrade to DDC
 - Hot water valve installation
 - Interlock controls with new dedicated VAV controllers installed as part of this project
 - Add scheduling with an unoccupied temperature setback
 - Add morning warm up/optimal start sequence
- Provide full color graphics reflecting all new equipment/main menus.
- Provide schedules, trends and alarms on all new points monitored by the system as appropriate.
- Disconnect existing pneumatic lines to all existing equipment receiving new controls.

III. TERMS AND CONDITIONS

A. Schedule

- Completion of all projects is scheduled for June 30th, 2021
- Work shall commence according to a mutually agreeable schedule.
- B2Q and its subcontractor are not responsible for delays in the schedule due to: weather; permitting delays; restrictions in building access; stop work orders by the Owner; delays in receiving requested documentation from Town officials and/or staff, or Force Majeure.



Town of West Newbury Energy Efficiency Projects

B. Warranty

- The installation shall be covered by a one-year installation warranty covering materials and labor.
- All manufacturers' warranties shall be transferred to the Owner.
- Warranty period begins on the first day of operation.
- Warranty only applies to parts and labor of new equipment installed as a part of this project.
- The warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by B2Q or its subcontractors, software sequence changes after submittal approval, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.
- B2Q is not responsible for equipment damaged by vandalism.
- All warranty labor shall occur during normal weekday working hours 8:00AM-5:00PM and shall be straight time.
- B2Q is not liable for liquidated or consequential damages.

C. Assumptions, Exceptions & Exclusions

- Prevailing Wage Rates are included
- Existing pneumatic controls serving equipment to receive new electronic controls will be removed as appropriate
- Testing, Adjusting, and Balancing is not included.
- Asbestos abatement, if required is not included.
- Any work to interface with existing fire alarms, if required is not included.
- Correcting existing failures, and/or code violations discovered during this project is not included.
- Metering/sub-metering/data-logging of equipment is not included.
- Only the equipment identified in the scope above is included to receive new controls as a part of this project.
- Work will be accomplished during normal work hours at prevailing wage rates.
- The Owner must make the facility accessible to the B2Q and its subcontractors during normal business hours. In the event that a building will be in use and off-limits to the B2Q, the Owner must notify B2Q forty-eight hours in advance.
- B2Q is not responsible if state or federal mandates related to COVID 19 impact our ability to accomplish our scope of work or to meet schedule milestones. If this occurs, we will work with West Newbury to reach a mutually agreeable amendment to our contract and/or to determine a revised schedule and/or alternative approaches to complete the work.
- Correction of existing equipment deficiencies, failures, and/or code violations discovered during this project is not included.



Town of West Newbury Energy Efficiency Projects

- This fee does not include correcting issues related to hidden conditions or hazardous waste abatement/remediation.

D. Basis of Price

The Price is on a STIPULATED SUM basis of eighty-one thousand two hundred and eighty-two dollars and zero cents (\$81,282.00). Expenses are included in the stipulated sum.

E. Change Orders

Any future change orders to the base scope of work agreed upon between B2Q and the Owner in writing prior to execution.

F. Utility Incentives

All utility incentive payments shall be payable by National Grid to B2Q.

G. Schedule of Values

The schedule of values for the project is as follows:

Schedule of Values – West Newbury Project 1		
Submittals and Revised Sequences Approved	20%	\$16,256.00
Hardware Installed	30%	\$24,384.00
Programs Installed	30%	\$24,384.00
Commissioning Complete	10%	\$8,128.00
Project Documentation Complete	5%	\$4,064.00
Punch List Complete	5%	\$4,064.00
Total	100%	\$81,282.00

H. Subcontractors

B2Q will sub-contract with Howse Corporation for this project. All subcontractor labor procured by B2Q shall be prevailing wage.

I. Insurance

B2Q shall purchase and maintain insurance for general liability with \$1,000,000 coverage, as well as worker’s compensation. The Town of West Newbury shall be named as an additional insured on all B2Q policies except Workers Compensation. B2Q shall issue a certificate of insurance to this effect to the Town of West Newbury upon execution of this agreement.



Town of West Newbury Energy Efficiency Projects

J. Termination

This Agreement may be terminated by either party upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. Upon receipt of such notice of termination, the notified party shall have fourteen (14) days to cure such failure to substantially perform, and if such failure is not corrected, this Agreement shall be terminated for cause upon the expiration of the fourteen (14) day period.

In the event that this Agreement is terminated for cause by the Owner, the Owner agrees to pay B2Q for the value of services and materials provided/installed as of the official termination date.

K. Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and all remaining provisions fully enforceable.

L. Project Records

B2Q and the Owner shall maintain records in an orderly manner.

M. Indemnification

To the fullest extent permitted by law, B2Q will indemnify and save harmless the Owner and its trustees, officers, employees and representatives (“Indemnitees”) from and against all damages, liabilities, or costs, including reasonable attorneys’ fees and defense costs, to the extent caused by B2Q’s negligent performance of professional services under this Agreement and that of its subcontractor or anyone for whom B2Q is legally liable. Neither the Owner nor B2Q shall be obligated to indemnify the other party in any manner whatsoever for the other party’s own negligence or for the negligence of others. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which the Indemnitees would otherwise enjoy as a party to this Agreement.

N. Dispute Resolution

In the event of a dispute between the Owner and B2Q, both parties agree to act in good faith to reach a mutually agreeable solution before involving third parties. In the event that a mutually agreeable solution cannot be reached between both parties, B2Q and the Owner agree to utilize non-binding mediation. If after mediation a mutually agreeable resolution cannot be reached, the parties shall engage in binding arbitration.



Town of West Newbury Energy Efficiency Projects

O. Limitation of Liability

B2Q’s aggregate, one-time liability to all claimants for any and all direct, incidental and consequential damages, both property and economic, arising in any way under this agreement, shall be limited to our fee.

P. Notices

All correspondence to B2Q Associates, Inc. relating to the project shall be sent electronically to Thomas Banks (contact information above). All correspondence to Town of West Newbury, relating to this project, shall be sent electrically to Rick Parker, West Newbury Selectman, Town of West Newbury, 381 Main St, West Newbury, MA 01985 at parkerrg@comcast.net, 978-270-8053.

This agreement shall serve as the project contract if signed by authorized representatives:

B2Q Associates, Inc

Town of West Newbury

Signature

Signature

Name and Title

Name and Title

Date

Date