



**Town of West Newbury**  
**Select Board**  
**Monday, August 30, 2021 @ 5:30pm**  
381 Main Street, Town Office Building  
[www.wnewbury.org](http://www.wnewbury.org)

RECEIVED  
TOWN CLERK  
WEST NEWBURY, MA  
2021 AUG 26 PM 4:27

**AGENDA**

**Executive Session: 5:30pm in the 1910 Building, 381 Main Street, First Floor Conference Room**

- ❖ 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 (*Conservation Agent*);
- ❖ 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 (*potential litigation - PFAS*);
- ❖ MGL Ch. 30A §21(a) 6: To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body (*Dole Place; Main Street property – with Board of Water Commissioners*).

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

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

**Announcements:**

- This meeting is being broadcast on local cable TV and recorded for rebroadcast on the local cable channels and on the internet. Meeting also accessible by remote participation; instructions below.
- Public Health Update, COVID-19
- Veterans' Benefits Presentation, September 1<sup>st</sup> at 10AM
- Call for volunteers: Climate Change Resiliency Committee
- Reminder to subscribe for emailed Town news/announcements at <https://www.wnewbury.org/subscribe>

**Regular Business**

- A. Request for waiver of 15-day waiting period for appointment of Amy Fialkowski as full-time Dispatcher – *Police Chief Durand*
- B. Request for appointment of James Dorgan as full-time Patrol Officer – *Police Chief Durand*
- C. Public hearing re changes to Personnel Policy: addition of Juneteenth as recognized holiday
- D. Consideration of potential changes to propose to Personnel Policy (re qualified part-time holiday pay)
- E. Cont'd discussion of Ch. 61A Right of First Refusal for Graf property (Middle Street at Kimball Road)
- F. Meeting with Chief Durand and Animal Control Officer re Animal Bylaw enforcement
- G. Request for authorization to install pull-off parking area at Ordway Reservation on Turkey Hill Road (cont'd from 8/9/21) – *David Rimmer, Essex County Greenbelt*
- H. Solect presentation of findings/recommendations re potential additional solar at Page School
- I. Update on construction bids received for Soldiers & Sailors restoration
- J. Discussion of pedestrian infrastructure, Main Street – *Wayne Amaral, DPW Director*
- K. Discussion of Emerald Ash Borer (EAB) status and potential actions – *Wayne Amaral, Tree Warden*
- L. Request for fee waiver for use of Town Hall more than 6 times/year – *Pentucket Early Intervention*
- M. Discussion of composition and role of Personnel Advisory Committee, and process/timeline for review/revisions of Personnel Policy and related Bylaws and practices
- N. Discussion of new known/anticipated warrant articles for fall Special Town Meeting
- O. Meeting Minutes: 6/28/21

**Town Manager Updates**

- P. Acknowledgement of receipt of Ch. 61A Notice of Intent to Sell and Right of First Refusal for property at 34 Ash Street
- Q. Updated FY22 Pentucket budget assessment
- R. Middle Street Bridge (Newburyport MOU; updates re MEPA process)
- S. Update on proposal to establish Affordable Housing Trust, incl. recent Mass Housing Partnership presentation to Planning Board
- T. Correspondence received re draft Stormwater Bylaw
- U. Update on Page Playground design process
- V. Assure monthly report re usage of EV charging stations
- W. Follow up meeting assignments; and placing items for future agendas

**Addendum to Meeting Notice regarding Remote Participation**

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

**Zoom Meeting**

Phone: (646) 558 8656  
Meeting ID: 864 5478 3499  
Passcode: 431513

Join at <https://us06web.zoom.us/j/86454783499?pwd=Sk5WQWY1K0dZTENsdIQrQTFVb2wvZz09>  
Every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post on the West Newbury website an audio or video recording of proceedings as soon as practicable after the meeting.



# TOWN OF WEST NEWBURY

## BOARD OF HEALTH

TOWN OFFICE BUILDING  
381 MAIN STREET, WEST NEWBURY, MA 01985

PHONE 978-363-1100  
FAX: 978-363-1119

### West Newbury Board of Health – Public Health Update #1

DATE: August 16, 2021  
TOWN: West Newbury  
CONTACT: Paul Sevigny, Health Agent

Office: 978-363-1100, x119  
Cell: 978-833-7458  
Email: [psevigny@wnewbury.org](mailto:psevigny@wnewbury.org)

#### COVID Update:

Since the Board of Health's last Covid update on January 11<sup>th</sup>, our community has responded to the need for Covid vaccination, and we now have a very high vaccination rate among all age groups. Within our community, 85% of all eligible (age 12 years and above) West Newbury residents are fully vaccinated and 94% partially vaccinated. The State of Massachusetts is currently following an uptick in cases after a quiet month of June. As of August 12<sup>th</sup>, Essex County had a 14-day positivity rate of 2.99%, while West Newbury had a rate of 1.34%. These numbers are low, but this is a wake-up call that reminds us that the COVID virus is not going away soon. We continue to encourage all unvaccinated or partially vaccinated individuals to be completely vaccinated. A list of vaccination sites can be obtained at: [COVID-19 Vaccine Availability | Mass.gov](#).

As we have worked so hard together to put this pandemic behind us, remember that the virus is still causing sickness and death throughout our country and state. The emergence of the Delta variant is continually causing concerns for transmission and sickness especially with unvaccinated individuals and children who are not currently eligible to receive the vaccine. Even with West Newbury's high COVID vaccination rates, we all should continue basic infectious disease prevention by washing our hands frequently, covering coughs and sneezes, and staying home if you are sick.

The West Newbury Health Agent and Public Health nurse have resumed weekly meetings and discussions with the school district administration regarding policies related to COVID-19 for the new school year. We would like to thank all of our residents for their continued support, respect, and consideration of others as we approach the beginning of the academic school year. We will continue to provide updates as needed.

The MA Department of Public Health has continued to improve the availability of information on COVID-19, including their interactive dashboard. [COVID-19 Response Reporting | Mass.gov](#). The most recent Center for Disease Control and Prevention (CDC) information can be obtained at: [www.cdc.gov/coronavirus/2019-ncov](http://www.cdc.gov/coronavirus/2019-ncov).

Finally, if you suspect being exposed to COVID-19 or if you develop a fever, flu like symptoms, and/or respiratory symptoms, such as a cough or difficulty breathing, call your healthcare provider immediately.

#### Mosquito Update:

**Currently mosquito samples from our region have identified an increase in the population of the mosquito species that are known to carry and transmit West Nile Virus (WNV) & Eastern Equine Encephalitis (EEE). This increase is contributed to the frequent rain events followed by periods of hot weather. As fall approaches, residents should again be reminded of the need for mosquito bite prevention strategies as we enter into the time of year when WNV & EEE is most likely to be identified within our mosquito population. General information can be obtained from the MA DEP website at: [Mosquito-borne Diseases | Mass.gov](#) . West Newbury is a member of the Northeast Massachusetts Mosquito Control & Wetlands Management District. This is the organization that conducts mosquito surveillance within our Town and provides other resources to the community. [Northeast Massachusetts Mosquito Control and Wetlands Management District | \(nemassmosquito.org\)](#)**

**Tick Update:**

**With COVID taking the public health spotlight for more than 18 months now, residents are reminded of the need to be vigilant in preventing tick borne diseases. These little critters can cause several diseases across all age groups and, if not properly diagnosed, could potentially lead to life long lasting effects. Information of tick identification and preventative measures can be found at [www.mass.gov/info-details/tick-borne-disease-prevention](http://www.mass.gov/info-details/tick-borne-disease-prevention)**

## Town Manager

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**From:** Piedade, Erica M. (DPH) <erica.m.piedade@mass.gov>  
**Sent:** Friday, August 20, 2021 3:21 PM  
**To:** McCarthy-Licorish, Lisa N (DPH)  
**Subject:** DPH Memo Addressing 3rd dose of COVID19 Vaccination for Immunocompromised Individuals  
**Attachments:** Vaccination\_3rd doses\_8.17.2021\_.doc

Dear Local Public Health Colleagues:

Please see the attached memo issued to health care and vaccination providers today from Dr. Larry Madoff, the Medical Director of the Bureau of Infectious Disease and Laboratory Sciences at DPH. This memo addresses 3rd dose COVID19 vaccination for immunocompromised individuals, what should be taken into consideration and steps to be taken.

As noted in the memo, for more information , please see the CDC's website on Clinical Considerations for Vaccination: <https://www.cdc.gov/vaccines/covid-19/clinical-considerations/covid-19-vaccines-us.html>

As a reminder, any provider who would like to order COVID-19 vaccines must be registered with the MIIS and have a completed Massachusetts COVID-19 Vaccine Program (MCVP) agreement. If your practice is not MCVP enrolled, contact the MDPH Vaccine Unit at 617-983-6828 or [DPH-Vaccine-Management@mass.gov](mailto:DPH-Vaccine-Management@mass.gov). See the attached memo for more detail.

Thank you for all you have done and continue to do to keep people safe and save lives.

Jana Ferguson  
Assistant Commissioner  
Massachusetts Department of Public Health  
[Jana.ferguson@mass.gov](mailto:Jana.ferguson@mass.gov)

Samuel Wong  
Director, Office of Local and Regional Health  
Massachusetts Department of Public Health  
[samuel.s.wong@mass.gov](mailto:samuel.s.wong@mass.gov)

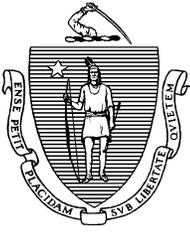
Lisa McCarthy-Licorish, MPH  
Senior Coordinator, Local Health Communications  
Office of Local and Regional Health  
Massachusetts Department of Public Health  
[lisa.n.mccarthy-licorish@mass.gov](mailto:lisa.n.mccarthy-licorish@mass.gov)

**COVID-19 Information for Local Boards of Health -** <https://www.mass.gov/info-details/covid-19-information-for-local-boards-of-health>

**24/7 DPH Epi Line for COVID-19 Case Support**

**COVID-19 web site:** [www.mass.gov/covid19](http://www.mass.gov/covid19)

**DPH Website:** [www.mass.gov/dph](http://www.mass.gov/dph)



The Commonwealth of Massachusetts  
Executive Office of Health and Human Services  
Department of Public Health  
250 Washington Street, Boston, MA 02108-4619

CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lieutenant Governor

MARYLOU SUDDERS  
Secretary

MARGRET R. COOKE  
Acting Commissioner

Tel: 617-624-6000  
[www.mass.gov/dph](http://www.mass.gov/dph)

**Memorandum**

**TO:** Healthcare Providers

**FROM:** Larry Madoff, MD, Medical Director, Bureau of Infectious Disease and Laboratory Sciences  
Catherine M. Brown, DVM MSc MPH, State Epidemiologist

**SUBJECT:** COVID-19 Additional Dose Vaccination Guidance for Immunocompromised Individuals

**DATE:** August 19, 2021

Dear Healthcare Provider,

On Friday, August 13, 2021 the Centers for Disease Control and Prevention (CDC) recommended a third dose of Moderna or Pfizer COVID-19 vaccine for certain individuals. People who are moderately or severely immunocompromised are more likely to have serious disease with COVID-19 and are less likely to develop adequate immunity in response to the two-dose series of Moderna or Pfizer vaccines. Recent data suggest that such individuals may get more protection from a 3<sup>rd</sup> dose. An additional dose is recommended for people who have already received a primary series with either of the Pfizer or Moderna COVID-19 vaccine and who have moderate to severe immune compromise due to a medical condition or receipt of immunosuppressive medications or treatments. These conditions and treatments include but are not limited to:

- Active cancer treatment for tumors or cancers of the blood
- Organ transplant and are taking medicine to suppress the immune system
- Stem cell transplant within the last 2 years or are taking medicine to suppress the immune system
- Moderate or severe primary immunodeficiency (such as DiGeorge syndrome, Wiskott-Aldrich syndrome)
- Advanced or untreated HIV infection
- Active treatment with high-dose corticosteroids or other drugs that may suppress your immune response

It is recommended that such individuals receive an additional dose of the same vaccine given in their primary series. If not available, the other mRNA vaccine may be given.

For more information, please see the CDC's website on Clinical Considerations for Vaccination: <https://www.cdc.gov/vaccines/covid-19/clinical-considerations/covid-19-vaccines-us.html>

There is currently no recommendation for immune compromised individuals who received the Janssen (Johnson & Johnson) vaccine to receive an additional dose. There is ongoing investigation of this and will follow up with any additional information.

Also, please note that this recommendation for additional doses of COVID-19 vaccine for immune compromised individuals is distinct from booster doses that may soon be recommended for many individuals at a certain time after primary vaccination. Boosters are NOT currently available, and we are awaiting further guidance from federal authorities.

Because some of your patients may have compromised immune systems and be clinically appropriate for a third dose of Moderna and Pfizer, the Massachusetts Department of Public Health (MDPH) is sharing the following action steps you should take to ensure that all individuals are sufficiently vaccinated.

1. Identify and contact such clinically appropriate individuals using your medical records or electronic health record systems.
2. Offer an additional dose to these individuals at your practice location during routine care or through special vaccination clinics for these individuals.
3. If the patient is unable to come to your practice location for vaccination, encourage additional dosing at a retail pharmacy or any other site for which the patient is eligible using <http://vaxfinder.mass.gov> or <http://www.vaccines.gov>.
4. In-home vaccinations are available for anyone who is unable to get to a vaccine location. Patients or providers may call the In-Home Vaccination Central Intake Line at [\(833\) 983-0485](tel:8339830485). Representatives are available Monday through Friday from 9 a.m. to 5 p.m.

As a reminder, any provider who would like to order COVID-19 vaccines must be registered with the MIIS and have a completed Massachusetts COVID-19 Vaccine Program (MCVP) agreement. If your practice is not MCVP enrolled, contact the MDPH Vaccine Unit at 617-983-6828 or [DPH-Vaccine-Management@mass.gov](mailto:DPH-Vaccine-Management@mass.gov). All providers receiving COVID-19 vaccine will order vaccine directly from the MIIS and must comply with MCVP guidelines and the following requirements:

- Report doses administered to the MIIS within 24hrs of administration
- Administer all doses within 30 days of receipt
- Agree to [allowable vaccine wastage guidelines](#)

Eastern Essex Department of Veterans' Services

# **Learn about Veterans' Benefits**

**Wednesday, September 1, 2021 at 10:00 am**

**At the**

**Byfield Community Arts Center**

**7 Central St**

**Byfield, MA 01922**

**This is for all Veterans, Families, and  
Surviving Spouses of those who served in the military**

*I will be discussing:*

Local Benefit Chapter 115 for low-income Veterans & Surviving Spouses; Service-Connected Disability Claims; VA benefit Aid & Attendance; Welcome Home Bonus; Agent Orange; and more

*We will have a representative from the VA attend to talk about  
VA Healthcare Enrollment and answer any questions*

*(bring your DD214 with you)*

Any questions please contact Karen Tyler [ktyler@eessexvets.com](mailto:ktyler@eessexvets.com) (978)356-6699

Website: [www.eessexvets.com](http://www.eessexvets.com)



# 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 and the Select Board

FROM: Jeff Durand, Chief of Police

DATE: August 24, 2021

RE: Full time dispatch appointment of Amy Fialkowski

I would like to ask that the 15 day waiting period be waved and the Amy be appointed a full time dispatcher for the Town. Amy was hired in March of 2021 as a part time dispatcher. During the past few months she has satisfactorily completed all the required training and has been working shifts regularly.

During her time on the department Amy has shown herself to be a fast learner and she gets along well with the other department employees. Amy would be assigned to the overnight dispatch shift, a shift that she has been working on for the past month. She is very excited for this opportunity.

Thank You, Chief Durand



# WEST NEWBURY POLICE DEPARTMENT

B

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, and the Select Board

FROM: Jeff Durand, Chief of Police

DATE: August 12, 2021

RE: Appointment of James Dorgan as a Full Time officer

I would like to have James Dorgan appointed as a full time police officer for the Town. James is currently a member of the Massachusetts Air National Guard and is employed as a security forces defender. He recently completed his overseas deployment in Dubai. James currently resides in Peabody MA and is attending Salem State University.

James passed all necessary testing and background checks as required by the department. I believe that James is a very dedicated person and would serve the department and citizens of West Newbury well.

Thank You, Chief Durand



# Town of West Newbury

## Select Board

381 Main Street, West Newbury, MA 01985 | 978-363-1100, Ext. 115  
[selectboard@wnewbury.org](mailto:selectboard@wnewbury.org)

### Public Hearing Notice

#### Amendment to the Personnel Policy

Monday, August 30, 2021 @ 7pm

On August 9, 2021, the Select Board proposed an amendment to the Personnel Policy. Any proposed new, amended or revised policies shall be posted for a period of at least ten days after being proposed by the Select Board, during which time comments, information and questions regarding any proposed policy may be provided to the Select Board. A public hearing shall be held following the ten-day posting period.

A public hearing will be held by the Select Board on the following proposed revision to Sec. 7.1 of the Personnel Policy, the Holidays Policy (proposed addition in double underlined):

7.1 The following holidays shall be observed by the Town.

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Presidents' Day	Columbus Day
Patriots' Day	Veterans' Day
Memorial Day	Thanksgiving Day
<u>Juneteenth</u>	Christmas Day

*Comments, information and questions from all interested parties may be sent to the Board in advance ([selectboard@wnewbury.org](mailto:selectboard@wnewbury.org)), or may be provided at the hearing. All interested parties are encouraged to attend.*



## Town of West Newbury

381 Main Street

West Newbury, Massachusetts 01985

Angus Jennings, Town Manager

978-363-1100, Ext. 111 Fax 978-363-1826

[townmanager@wnewbury.org](mailto:townmanager@wnewbury.org)

TO: Select Board  
 FROM: Angus Jennings, Town Manager  
 DATE: August 26, 2021  
 RE: Potential amendments to Personnel Policy re QPT holiday pay

In response to my outreach to Qualified Part-Time personnel<sup>1</sup> (attached), I recommend the Board propose the following amendments to the existing policy for consideration at a public hearing on a future agenda:

Current:

7.3 Qualified part-time employees will be excused from working on holidays which fall on or are observed on days they are regularly scheduled to work. Qualified part-time employees will be given holiday pay for all holidays, based on the number of hours in their regular scheduled work week divided by forty (40). For example, a qualified part-time employee whose regular scheduled work week is twenty-four hours will be paid holiday pay for all holidays at the rate of 60% of their salary for an eight-hour day.

Suggested:

7.3 Qualified part-time employees will be excused from working on holidays which fall on or are observed on days they are regularly scheduled to work without loss of pay. ~~Qualified part-time employees will be given holiday pay for all holidays, based on the number of hours in their regular scheduled work week divided by forty (40). For example, a qualified part-time employee whose regular scheduled work week is twenty-four hours will be paid holiday pay for all holidays at the rate of 60% of their salary for an eight-hour day.~~

The above is intended to reflect the input received from one QPT on 8/16/21, as follows:

“I think the easiest way to make this fair and clear is to get rid of this policy all together. If anyone works on a holiday they should get paid... if a holiday falls on a day they are not scheduled to work you do not get paid.. how easy and fair is that. Thank you for asking for feedback and I hope we can all agree on a better policy.”

The input above was copied to other QPT employees on the initial distribution and, in response, several other employees expressed agreement with this sentiment.

As background, I have provided minutes from the 2014 vote adopting the current policy, and a related memo from Mike McCarron from that era.

<sup>1</sup> Defined in Personnel Policy as ““Qualified part-time employee,” a part-time employee working at least twenty (20) hours per week for 52 weeks per year.”

## Town Manager

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**From:** Town Manager  
**Sent:** Thursday, August 12, 2021 9:06 PM  
**To:** Leah Zambarnardi (lzambarnardi@wnewbury.org); WNWater; Joan Croteau; Jane Krafton; Assistant Assessor; Annie Sterling (residents.admin@wnewbury.org); Susan Curry; Corinn Flaherty  
**Cc:** Town Accountant; Kaitlin Gilbert (treasurer@wnewbury.org); Jennifer Walsh (finance.admin@wnewbury.org)  
**Subject:** Review of Personnel Policy re holiday pay for Qualified Part-Time employees

Hi,

As you know, our Personnel Policy defines Qualified Part-Time (QPT) employees as those “working at least twenty (20) hours per week for 52 weeks per year.” I am writing to each of you whose jobs fit in this category (and to Corinn, with the request that you share it with those QPT employees on your staff).

The Personnel Policy Sec. 7.3 addresses holiday pay for QPT employees, and reads as follows:

Current Policy:

7.3 Qualified part-time employees will be excused from working on holidays which fall on or are observed on days they are regularly scheduled to work. Qualified part-time employees will be given holiday pay for all holidays, based on the number of hours in their regular scheduled work week divided by forty (40). For example, a qualified part-time employee whose regular scheduled work week is twenty-four hours will be paid holiday pay for all holidays at the rate of 60% of their salary for an eight-hour day.

My office is aware that this policy is disliked (or worse) by some, and we’re also aware that it has been a challenge (for staff and for the Finance Dept) to administer this policy consistently. For instance, we’ll sometimes see timesheets showing hours for holidays that don’t align with the math in the policy, or at other times we’ll see timesheets that omit holidays that fall on days the employee isn’t normally scheduled to work (even though those days should be paid as holidays, on a prorated basis).

I’ve brought this concern to the Select Board, and my office with Finance staff would like to bring the Board recommendations on how we can make this policy clearer (and better). For reference, and for those of you who have joined the organization more recently, I am providing as a reference the prior policy that was in effect before the Board’s adoption of the current (above) policy in July 2014:

Former Policy in effect until July 2014:

7.3 Qualified part-time employees will be excused from working on holidays which fall on or are observed on days they are regularly scheduled to work without loss of pay. If a qualified part-time employee is not scheduled to work on a holiday, he or she will be excused from work without loss of pay on an alternate day to be designated, with the approval of the department manager.

At an upcoming Board meeting (either Monday, Aug 30 or, if it doesn’t come together by then, Tuesday, Sept 7), I’d like to bring recommended revisions to the Board for consideration. As you know, once the Board decides to propose revisions to the Personnel Policy, the proposed revisions would be advertised for at least 10 days and considered at a public hearing. The near-term goal is to get them language that makes sense, which they can then refer for hearing and adoption.

This is an invitation for you (and Corinn, for your QPT staff) to provide suggestions on what you think would be a fair and clear policy on this topic. My office will take all feedback into account, and share it with the Board (though unless you specify otherwise, would share staff input anonymously). Please send any comments/suggestions to me, Stephanie

and/or Jenny. If you would prefer to remain anonymous in your comments, you could leave unattributed written comments in the Finance Dept mailbox.

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](mailto:townmanager@wnewbury.org)

TO: Board of Selectmen  
FROM: Michael P. McCarron  
SUBJECT: Holiday Pay 2014  
DATE: September 18, 2014  
CC:

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*This is a confidential communication subject to the attorney client privilege. This communication is exempt from disclosure pursuant to the Public Records Act.*

Following up the discussion with the holiday pay, here is a short outline of the voted on policy and scenarios. I have also included some policy promoted by some of the Town Employees.

VOTED ON POLICY:

*7.3 Qualified part-time employees will be excused from working on holidays which fall on or are observed on days they are regularly scheduled to work. Qualified part-time employees will be given holiday pay for all holidays, based on the number of hours in their regular number divided by 40. In other words, a qualified part-time employee who regularly works 24 hours per week will be paid holiday pay for all holidays at 60% of their normal pay rate.*

My interpretation of this is that all qualified part time employees will be paid for eleven holidays based on their average work schedule. So an employee who works Monday, Tuesday, Wednesday and Thursday, 5.0 hours per day would be entitled to 4.0 hours of holiday pay for each holiday (50% of an average 40 hour week). Now if the holiday fell on Monday, then the employee would earn 19 hours for that week, 4 for the holiday pay and 15 for the other regularly scheduled hours. If another employee worked Tuesday, Wednesday, Thursday and Friday for five hours each day, then for that employee when a holiday fell on Monday, he would be entitled to 24 hours of pay that week, 4 for the holiday pay and 20 for the regularly scheduled hours.

In order for this system to function, it is necessary to determine the average number of hours per employee per week. This could prove problematic for qualified part time employees who work differing schedules throughout the year, ie. Library employees

who work fewer hours in the summer or part time dispatch or police who may work more in the summer.

## OTHER POLICY CONSIDERATIONS

In a meeting with the Finance Director, certain Town employees advocated retention of what they considered to be the current policy.

*7.3 Qualified part-time employees will be excused from working on holidays which fall on or are observed on days they are regularly scheduled to work. Qualified part-time employees will be given holiday pay for those days that they are regularly scheduled to work, based upon their scheduled hours. In other words, if a qualified part-time employee's regular scheduled Monday hours were 5, and a holiday fell on a Monday, then the qualified part-time employee would be paid for 5 hours.*

This policy would keep the weekly pay of qualified part-time employees at a constant. Using the examples cited above, for the employee who worked Monday thru Thursday would be paid for 20 hours on a Monday holiday week, while the person who worked Tuesday thru Friday would also be paid 20 hours on a Monday holiday week. Some employees calculated that under the policy put in place by the Selectmen, they would lose a day's pay over the course of the year. While that may not sound like much, that factored with the increase in health insurance costs could negate this year's raise. The recommendation is driven by the fact that most qualified part time employees work on Monday and of the 11 holidays, six are guaranteed to occur on Monday (Obviously, this is fact specific since in FY 2016 three of the holidays will occur or be observed on a Friday (Christmas, New Year's and July 4<sup>th</sup>) it is likely that the Adopted Policy would be more generous.) .

**Town of West Newbury  
Board of Selectmen**

Monday, July 14, 2014 6:00 p.m.

*With Open Session followed by the conclusion of Executive Session*

First Floor Hearing Room      Town Office Building, 381 Main Street

**AGENDA**

**6:00 p.m. - Executive Session in the Selectmen's Office:** MGL Chapter 30A, Section 21(a) 2: to conduct strategy sessions for contract negotiations with non-union personnel; Executive Session minutes for June 30, July 1 and 7.

**Open Session:**

- I. Presentation of Citation by Senator Bruce Tarr for the Town of West Newbury becoming a Green Community
- II. Michael St. Laurent; All Women & One Lucky Guy Half-Marathon
- III. Finance Director: Reserve Fund Transfer and Year-end transfers
- IV. Minutes of June 30, July 1, and 7, 2014
- V. Wage Detail
- VI. Payroll and Invoice Warrants
- VII. Openings/Appointments
- VIII. Personnel policies: Vacation days
- IX. Request for a National Grid Survey for Provision of Natural Gas services on Maple St.
- X. Audit
- XI. DPW Inventory
- XII. Year-end report on OPEB
- XIII. Town Clerk's Election Worker List
- XIV. Acceptance of check for the Council on Aging Gift Fund
- XV. Update on Air Handlers for Page School
- XVI. State 911 Training and Equipment Grants, from Chief Holmes
- XVII. Placing of items on future agendas

**Correspondence:**

- XVIII. Letter from Cindi Maclachlan regarding wildlife on Ash St.
- XIX. Resignation from Mary Ellen Hubley (Council on Aging)
- XX. Resignation from Zella Haskell (Council on Aging)
- XXI. Resignation from Peter Phillips (ZBA)
- XXII. Quarterly Activity of Officers and Dispatchers, from Chief Holmes
- XXIII. Reports from Animal Control Officers, April through June
- XXIV. Final Breakdown of Whittier Regional Vocational Technical High School
- XXV. Assessor's Clerk successfully passed Course 101

Mr. Kemper made a motion to appoint Erin Rich to the Historical Commission for a three-year term. Seconded by Mr. Anderson. Approved, 3-0-0.

Ms. Gadd asked if there is some way for a Committee to ask a member who is not attending meetings to step down? Mr. Kemper said a letter should be directed to the Selectmen, stating the problem. Ms. Gadd said if someone misses three meetings in a row, they should be notified. Mr. McCarron said the Board can un-appointment committee members if they have become inactive. The Board can inquire what the commitment is, but they agreed that they did not want to have a defined number of absences when someone does not attend meetings causing a dismissal. The Selectmen will send something out if a committee requests the Board to ask if the person is not attending because they are no longer interested in serving on the committee.

#### VIII. Personnel policies: Vacation days

##### 5.1 Vacation

##### 5.1.1 (Adding wording about using or losing your vacation time)

Mr. Anderson made a motion stating: "The Town of West Newbury believes it is healthy and important for employees to take advantage of time off from work, so you are encouraged to use the full vacation allowance available to you. As an incentive to use all your vacation days, we have a 'use it or lose it' policy, where unused vacation days cannot be carried beyond the days specified in this policy" Mr. Kemper seconded. Approved, 3-0-0.

##### 5.1.3 (Regarding the 120 days' extension; removing second 120 days' extension)

Mr. Anderson made a motion to modify 5.1.3 stating: "Requests for vacation leave must be approved by the department head manager or appointing authority. Vacation leave shall be taken within 120 calendar days following the end of the fiscal year in which it is first available." ~~unless a request for extension has been approved. The department head, or appointing authority, may grant an extension of a further 120 days in which to use the prior year's vacation~~ Mr. Kemper seconded. Approved, 3-0-0.

##### 7.0 Holidays

##### 7.3 (Qualified Part-time employees get a proportion of Holidays)

Mr. Anderson made a motion to accept the rewritten paragraph: "Qualified part-time employees will be excused from working on holidays which fall on or are observed on days they are regularly scheduled to work. Qualified part-time employees will be given holiday pay for all holidays, based on the number of hours in their regular number divided by 40. In other words, a qualified part-time employee who regularly works 24 hours per week will be paid holiday pay for all holidays at 60% of their normal pay rate." Mr. Kemper seconded. Approved, 3-0-0.

These changes go into effect immediately, July 14, 2014.

#### IX. Request for a National Grid Survey for Provision of Natural Gas services on Maple



# Town of West Newbury

381 Main Street

West Newbury, Massachusetts 01985

Angus Jennings, Town Manager

978-363-1100, Ext. 111 Fax 978-363-1826

[townmanager@wnewbury.org](mailto:townmanager@wnewbury.org)

TO: Qualified Part-Time Employees & Department Heads with QPT employees  
FROM: Angus Jennings, Town Manager  
DATE: June 8, 2021  
RE: Personnel policies / QPT accruals

---

This is sent to all qualified part-time (QPT) employees, defined in the Town Personnel Policy as "a part-time employee working at least twenty (20) hours per week for 52 weeks per year," and to department heads overseeing departments with QPT employees.<sup>1</sup> This memo is intended to clarify a couple of items to help ensure consistency in administration of the Town's personnel policy.

## Holiday Pay

A review of employee timesheets shows inconsistencies in how QPT are recording (or not) hours on their timesheets for holiday pay. The policy, as written, is a bit unclear, but has been enforced consistently over the years. This memo is intended to clarify the policy and provide direction regarding how to record holiday pay on your timesheets.

The Policy at Sec. 7.3 reads as follows:

7.3 Qualified part-time employees will be excused from working on holidays which fall on or are observed on days they are regularly scheduled to work. Qualified part-time employees will be given holiday pay for all holidays, based on the number of hours in their regular scheduled work week divided by forty (40). For example, a qualified part-time employee whose regular scheduled work week is twenty-four hours will be paid holiday pay for all holidays at the rate of 60% of their salary for an eight-hour day.

The use of the word "all" is key to understanding the policy. It means that QPT employees should include your prorated hours on your timesheets for all eleven holidays recognized in the Personnel Policy, including for holidays that fall on a day that you are regularly scheduled to work, and also for holidays that fall on days that you are not normally scheduled to work. The Select Board's intent in approving this policy in 2014 was that the extra pay received for holidays when you are not normally scheduled to work would balance out the fact that, on holidays when you are normally scheduled to work, your compensated time is only a portion of your normally scheduled hours.

As part of the Finance Department's FY21 fiscal year-end closeout, we will be reviewing all employees' accruals to ensure reconciliation as we prepare for FY21 Audit.

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<sup>1</sup> Complete policy online at: <https://www.wnewbury.org/board-selectmen/pages/bylaws-policy-and-procedures>

If you have questions about this policy, including whether your FY21 timesheets year-to-date may have reported time for holiday pay different than outlined here, please contact Stephanie Frontiera in the Finance Department to discuss any questions or to request review of your timesheets or accrual records.

**Sick Time Accrual Rates**

In the process of reconciling accrual records, it has again come to my attention that there are inconsistencies in how the rate of accrual of sick time for QPT employees is being calculated.

Sick time accrual should be pro-rated in the same manner that vacation time is prorated in accordance with Sec. 5.1.2 of the Personnel Policy. This results in a different calculation of sick time accrual for different QPT employees, based on their weekly scheduled hours.

I am aware that several years ago a former Finance Department staff person provided some QPT employees a template for timesheets showing a sick time accrual rate of 6.664 hours per month. This was based on applying the .833 days in the policy to an 8-hour work day. However, this template timesheet did not factor in the prorated accrual in the policy (and, if applied, would result in QPT employees receiving sick time in inverse proportion to their hours worked, i.e. fewer hours worked would equal more sick time, which is not a logical outcome).

The following table provides the actual number of sick hours that will accrue per month, based on the number of hours different QPT employees are budgeted to work each week:

<b>Dept</b>	<b>Position</b>	<b>Budgeted Hrs/Wk (FY21)</b>	<b>Percent of FT (40 hrs)</b>	<b>Monthly Accrual (Sick Time, in hours)</b>
Police	Admin Asst.	32	80	5.3312
Library	Librarian	31	78	5.1646
Water / Planning	Water Admin / Planning Admin	30 (combined)	75	4.998
Library	Librarian	28	70	4.6648
Assessing	Assessors Clerk	28	70	4.6648
Insp. Svcs.	Building Inspector	27	68	4.4982
Library	Librarian	27	68	4.4982
Planning	Town Planner	25	63	4.1650
Health	Health Admin	24	60	3.9984
Select Board	Resident Svcs. Admin	22	55	3.6652
Conservation	Conservation / Land Agent	22	55	3.6652
Insp. Svcs.	Insp. Svcs. Admin	20	50	3.332

This method of calculating QPT sick time accruals was reviewed with and approved by the Select Board in September 2018. Many QPT employees have already been using these accrual rates. This memo is intended to ensure that all QPT employees are using the same accrual rates as the Finance Department, to ensure consistency with policy and to facilitate reconciliation of records.

As has been discussed previously, my office intends to undertake a thorough review of the Personnel Policy, including participation by any/all employees and supervising Boards and Commissions who may wish to participate. I expect that this process, which will get underway this summer, to lead to proposed revisions to the Personnel Policy. Among other things, this process will result in clearer policies, that can be applied fairly and uniformly across the organization. However, unless and until the policy is updated, my office will continue to strive to implement it as written, in an effort to ensure fair and consistent administration for all employees.

If you have any questions, please contact me or Stephanie to review.



# Town of West Newbury

381 Main Street

West Newbury, Massachusetts 01985

Angus Jennings, Town Manager

978-363-1100, Ext. 111 Fax 978-363-1826

[townmanager@wnewbury.org](mailto:townmanager@wnewbury.org)

TO: Select Board  
FROM: Angus Jennings, Town Manager  
DATE: August 26, 2021  
RE: QPT sick time accruals

---

Although not directly related to the agenda'd item re QPT holiday pay, I want to bring to your attention another matter that has recently caused confusion and some disagreement. As the Finance Department continues its now years-long effort to build accruals (vacation, sick, personal – accrual and use) into the payroll software (just like every other properly functioning organization), we continue to run into the reasons why our predecessors never were able to get this done. However, we are very close to achieving this – which we hope will go a long way to providing clarity to staff and management re accrual status, avoiding future disagreements, and obviating the need for periodic per-department or per-employee reconciliations of accruals which are extremely time-intensive to conduct.

The issue at hand is the rate that sick time accrues for QPT employees. In the attached memo dated June 8, 2021, I set out my office's understanding of the current policy (Sec. 5.2.1 of the Personnel Policy, online [here](#)). This memo was drafted in close consultation with all Finance Department staff, and reflects the understanding of all Finance Department staff (and my own). The memo was intended to clarify for all parties the issues of QPT holiday pay and sick time accrual rates.

One response received asserted that this interpretation would “short” that employee, as follows:

- The Personnel Policy provides for 10 sick days per year.
- The employee is budgeted to work 32 hrs/wk, comprised of 4 8-hour days.
- Based on the methodology outlined in the memo (which prorates accruals), that employee would accrue 64 hours of sick time/year – the equivalent of 2 complete work weeks.
- The employee believes that 80 hours (or, 10 8-hr days) should accrue per year.
- My office (with the Finance Department) believes that this reading would result in QPT accruing sick leave in inverse proportion to their hours worked (i.e. the fewer an employee's budgeted weekly hours, the more sick days they would accrue), which would not be a logical outcome. (In other words, if an employee worked, say, 20 hrs/wk, but accrued 80 hrs of sick time/year, this would translate to 4 weeks of sick leave, whereas a full-time employee accrues 2 weeks/year).

My June 8 memo was intended to clarify – not change – policy, based on my and current Finance staff understanding of policy. I responded immediately to the employee's concern, assuring the person that there is no intent to “short” anyone, and offering to bring this to the Board for your guidance as to how this policy should be interpreted/enforced. While the Board did endorse my understanding of the policy early in my tenure here (Aug/Sept 2018), I in no way want to implement the policy in a manner that does not meet the current Board's understanding.

Obviously, we all look forward to a day when our policies can be clearly understood as written, and not subject to interpretation.

the payment will be made pursuant to the laws of Massachusetts.

- 5.1.6. Employees who return to work after layoff will be credited with the amount of their previous service for purposes of calculating their vacation eligibility under Section 5.1.1

## 5.2 Sick leave

- 5.2.1 Full-time and qualified part-time employees shall accrue sick leave at the rate of .833 days per completed month. Unused sick leave may accumulate from year to year to a maximum accumulation of 120 days.
- 5.2.2 Sick leave may be granted for absence required by the employee's serious illness or injury, or for the care required for the employee's immediate family, as provided in Section 6.0 of these policies. Sick days are not payable upon termination.
- 5.2.3 An employee requesting sick leave must notify the department manager, or appointing authority, as early as possible on the first day of absence from work. The department manager may require a physician's certification of the employee's inability to work, if the absence is of three days or more duration, or if there is a series of repeated absences over the prior year.
- 5.2.4 The Town of West Newbury's Sick Time Pool for Catastrophic Illness Policy affords certain regular employees facing life threatening illness access to paid sick time donated by others after meeting specific criteria. Participation and/or utilization do not imply promise of continued employment. The program is subject to availability and terms and conditions are subject to change without notice.

### Donation Guidelines:

1. Participation in the program is voluntary and confidential.
2. Participants must be full-time or part time regular employees who are benefits eligible.
3. The employee (donor) must be in good standing; that is, not on disciplinary action, warning status or probation within the past 90 days.
4. A maximum of 10 8-hour days may be donated by a full-time employee, with the maximum donation by a part-time employee being pro-rated, based on hours regularly scheduled to work per week.
5. A minimum of 20 sick day balance must remain after the donation.
6. Donations must be in whole days (that is, 8-hour increments) – The donations of part-time employees will be rounded up to whole day increments.
7. Time cannot be returned once donated.

**From:** [Town Manager](#)  
**To:** [Finance Admin](#)  
**Subject:** Fwd: emails received on Middle St lots  
**Date:** Tuesday, August 03, 2021 10:23:05 PM

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Please add this to ES packet for 8/9 and OS packet for 8/30 thx

Begin forwarded message:

**From:** Wendy Reed <[wreed@wnewbury.org](mailto:wreed@wnewbury.org)>  
**Date:** August 3, 2021 at 9:48:31 PM EDT  
**To:** Rick Parker <[rparker@wnewbury.org](mailto:rparker@wnewbury.org)>, David Archibald <[darchibald@wnewbury.org](mailto:darchibald@wnewbury.org)>  
**Cc:** Town Manager <[townmanager@wnewbury.org](mailto:townmanager@wnewbury.org)>  
**Subject:** emails received on Middle St lots

Here is a collection of emails received regarding the Middle St lots over the weekend.

Hello!

We would love to see the field preserved, by the town. We are rapidly losing open space in this beautiful town. Our resources are stretched (water ban every year as we have to purchase water) and the reason we moved here was for the open space and rural feel.

If there is a way to preserve the field on Middle St, we are all for it.

Barbara & Peter Hill  


Sent from my iPhone

Hello, I am writing today to express our agreement with the effort to preserve the vista and open space represented by the property on Middle St aka "the field on Middle Street". The upper parcel and home recently sold and new owners also have confirmed with the Select Board that they desire a long term designation to preserve thier property as well, adjacent to the field parcel. As town residents for 18 years we fully endorse and support the decision and all efforts of the Select Board to exercise all (right of first refusal as well as to remove the parcel from the 61a restriction and any other) measures that will ensure the preservation of this valuable, environmentally and historically rich West Newbury landscape.

Hilary S. O'Connor  


Hello!

I'm writing in regards to the field on Middle Street that corners Kimball Road. I support

the town purchasing this land to preserve the bucolic views this town was built around. With so many developments and construction happening around every bend and every turn I feel it is imperative to preserve this open space.

Thank you,  
Raisa Conefrey  
[REDACTED] resident

Sent from my iPhone

Sent from my iPhone. I 100% support Saving the field on middle street. The town should exercise the right of first refusal. The town needs to preserve these views and open spaces. This is what the voters indicate in every survey about town priorities. Thank you. Ellen alden. [REDACTED]

## Town Manager

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**From:** Selectboard  
**Sent:** Wednesday, August 11, 2021 11:16 AM  
**To:** Rick Parker; David Archibald; Town Manager  
**Subject:** Middle St lots

FYI

-----  
To whom it may concern:

>  
> I am currently a resident of West Newbury and reside on [REDACTED]. It has been brought to my attention that there is still a chance to save the land on Kimball and Middle Rd.  
>  
> I urge all of you to consider saving this stunning piece of property. It has become of the most iconic pieces of land in town and would truly change the landscape of the town as well. I know we cannot save every piece of land, but this would be able to provide hiking trails, multi use and maybe even a dog park. It has so many opportunities and would be a shame to see the landscape destroyed.  
>  
> Thanks so much for your time.  
>  
> Sincerely,  
> Allison DeLena  
> [REDACTED]  
-----

Good afternoon, wanted to offer out vote as a household in support of maintaining the open field with the red barn in back as a green space for our neighborhood and town. We have lived at the corner of [REDACTED] for 3 yrs now and love our fields and space as much as anyone else that lives here. This is one of the qualities that makes West Newbury the town that it is. We have fields in our property that we just take care of so that the wildlife can still have a place to call home and we can enjoy the peace and quiet of our town. Please consider keeping the field mentioned as a green space

Sincerely,

María-José Garcia Anguiano  
Owner at [REDACTED]

Get [Outlook for iOS](#)

## Town Manager

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**From:** Selectboard  
**Sent:** Wednesday, August 25, 2021 8:48 PM  
**To:** Rick Parker; David Archibald  
**Cc:** Town Manager  
**Subject:** FW: Preserve Graf field

FYI

-----Original Message-----

**From:** Catherine Macgilvray [REDACTED]  
**Sent:** Wednesday, August 25, 2021 1:38 PM  
**To:** Selectboard <selectboard@wnewbury.org>  
**Subject:** Preserve Graf field

Hello

I vote to preserve open space in West Newbury. Try re is too much development and Doing so on spaces like this is irresponsible.

Thank you

Cathy MacGilvray

Sent from my iPhone

**Notice of Nonexercise of First Refusal Option Pursuant to  
MGL C. 61A Sec. 14**

This Notice of Nonexercise is granted this \_\_\_\_\_ day of \_\_\_\_\_, 2021

WHEREAS, John A. Graf, as trustee of the Graf Realty Trust under declaration of trust dated March 30, 2000, which trust is recorded with the Essex South District Registry of Deeds in Book 16281, Page 468 (hereinafter referred to as “Owner”), is the owner of the land on Middle Street, West Newbury, MA 01985 and as shown on Town of West Newbury’s Assessor’s Maps R8-12 and being a portion of the premises described in a deed recorded with the Essex South District Registry of Deeds in Book 16281, Page 475. This Notice pertains solely to the Property shown as Lots 1, 2 and 3 as shown on a Plan entitled “Plan of Land in West Newbury, MA; Scale 1” = 40’ Date: August 4, 2020; Williams & Sparages” which plan is recorded with the Essex South District Registry of Deeds at Book 39871, Page 409 (hereinafter referred to as the “Property”); and

WHEREAS, the Property is subject the provisions of MGL c. 61A sec. 14 which grants the Town of West Newbury a right of first refusal to purchase the Property; and

WHEREAS, on or about, said Owner sent notice to the Town of West Newbury of their intention to sell a portion of the Property and provided the Town with a true and accurate copy of the Purchase and Sale Agreement dated April 20, 2021 by and between said John A. Graf, Trustee, as Seller and Kyle R. Johnson, Trustee of KJ Irrevocable Trust of 33 Hillington Drove, North Easton, MA 02356, as Buyer showing a purchase price of \$1,105,000.00 for a portion of the Property; and

WHEREAS, at its regularly scheduled meeting held on July 26, 2021, the Board of Selectmen of the Town of West Newbury voted to not exercise the right of first refusal as set forth in MGL c. 61A sec. 14.

NOW THEREFORE, the Selectmen of the Town of West Newbury hereby execute this Notice of Nonexercise of the First Refusal Option Pursuant to MGL c. 61A, sec.14 for the Property (hereinafter referred to as the “Release”)

Release of Right of First Refusal

The Release is granted upon the condition that it shall apply only to the terms and conditions as set forth in the above-mentioned Purchase and Sale Agreement and shall not apply to any other change, modification or amendment to said Purchase and Sale Agreement or to any other Purchase and Sale Agreement.

Witness our hands and seals as of the date set forth above.

**Board of Selectmen of the Town of West Newbury**

\_\_\_\_\_  
Richard Parker, Chairman

\_\_\_\_\_  
David Archibald

\_\_\_\_\_  
Wendy Reed

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned notary public, personally appeared David Archibald, Richard Parker and Wendy Reed, proved to me through satisfactory evidence of identification, being personally known to me to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## Town Manager

---

**From:** Town Manager  
**Sent:** Tuesday, August 10, 2021 3:03 PM  
**To:** [REDACTED]  
**Cc:** Jeff Durand (durand@westnewburysafety.org); dpwdirector@wnewbury.org  
**Subject:** ACO/animal bylaw

Ryan,

At last night's Board mtg it was reaffirmed that the Board's objective is to see improved communication of, and enforcement of, the existing regulations re dogs/animal control (specifically, the [Animal Bylaw](#) esp. sec. 4.2 Restraint of Dogs), as well as the more specific restrictions applicable at Pipestave/Mill Pond as reflected in the [Pipestave/Mill Pond Management Plan](#) (esp. sec. A.2 Dog Walking Use; sec. C.9 Dogs; and sec. F.6 Dogs; which collectively have the effect of requiring leashes in all parking areas, roadways, picnic areas, dock, boat ramp/launch area, in and around the Mill Pond Building, and on and around the athletic fields). The Board would like to continue with and expand upon recent efforts with regard to ACO/enforcement presence, as well as more/clearer signage to help visitors understand the applicable rules.

We don't need anything from you/Mill Pond Committee at this time, but wanted to make you aware that these continue to be topics of discussion, and that the Board will discuss this further at their next mtg on Aug 30 at/after 7pm (specific order of topics won't be known til agenda is posted on/around 8/25). Chief Durand attended last night's discussion and will be there again on 8/30, and we may also be joined by the ACO Kayla Provencher subject her availability. Wayne will also be in attendance that night on a couple of other topics, and we're working together in the meantime re what signage may be most effective. Happy to run signage ideas past you once there's something to discuss.

I'll be out on vacation next week but around this week and 8/23-8/25 if needed.

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](mailto:townmanager@wnewbury.org)

**Town Manager**

---

**From:** Dave Rimmer [REDACTED]  
**Sent:** Wednesday, August 11, 2021 4:51 PM  
**To:** Town Manager  
**Cc:** DPW Director; Michael Carbone  
**Subject:** Re: Turkey Hill Rd parking area

Angus,

Thanks for the clarification. I was reading on my phone yesterday and missed those details in your email. The lot size is 12 X 50 feet and the surface will be gravel.

We will have someone from Greenbelt available for the next selectmen's meeting.

Dave

Dave Rimmer  
Director of Land Stewardship  
Greenbelt | Essex County's Land Trust  
PO Box 1026  
82 Eastern Avenue  
Essex, MA 01929  
[dwr@ecga.org](mailto:dwr@ecga.org)  
(978) 768-7241 x14



On Tue, Aug 10, 2021 at 3:20 PM Town Manager <[townmanager@wnewbury.org](mailto:townmanager@wnewbury.org)> wrote:

I put out a call to my Board members but don't think there's any more detail than what I asked: proposed dimensions (15'x80' in your email v. 12'x50' on the map/exhibit), and construction material (paved v. gravel, for instance). They're just looking to clarify what is proposed prior to voting.

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](mailto:townmanager@wnewbury.org)

---

**From:** Dave Rimmer [REDACTED]  
**Sent:** Tuesday, August 10, 2021 2:51 PM  
**To:** Town Manager <[townmanager@wnewbury.org](mailto:townmanager@wnewbury.org)>  
**Cc:** DPW Director <[dpwdirector@wnewbury.org](mailto:dpwdirector@wnewbury.org)>; Michael Carbone [REDACTED]  
**Subject:** Re: Turkey Hill Rd parking area

Yes I can attend 8/30. Sorry for any confusion.

Can you detail questions?

Sent from Dave Rimmer's iPhone

On Aug 10, 2021, at 2:32 PM, Town Manager <[townmanager@wnewbury.org](mailto:townmanager@wnewbury.org)> wrote:

Hi Dave, the Board discussed this last night but had a couple of questions (re dimensions... your email and the drawing had two different figures) and construction materials, and I wasn't able to answer. There is support to get this done, they just want to better understand the details of what's being proposed. Their next regularly scheduled mtg is Aug 30 at 7pm, would you be available to attend that night (or if not at their mtg on Tues Sept 7 at 7pm)? 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](mailto:townmanager@wnewbury.org)

---

**From:** Dave Rimmer [REDACTED]  
**Sent:** Friday, July 30, 2021 9:31 AM  
**To:** DPW Director <[dpwdirector@wnewbury.org](mailto:dpwdirector@wnewbury.org)>  
**Cc:** Town Manager <[townmanager@wnewbury.org](mailto:townmanager@wnewbury.org)>; Michael Carbone [REDACTED]  
**Subject:** Re: Turkey Hill Rd parking area

Wayne,

Thank you. Does this need selectman's approval?

Dave

Dave Rimmer

Director of Land Stewardship

Greenbelt | Essex County's Land Trust

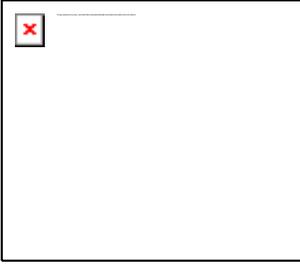
PO Box 1026

82 Eastern Avenue

Essex, MA 01929

[dwr@ecga.org](mailto:dwr@ecga.org)

(978) 768-7241 x14



On Fri, Jul 30, 2021 at 9:29 AM DPW Director <[dpwdirector@wnewbury.org](mailto:dpwdirector@wnewbury.org)> wrote:

Dave,

Hope all is well.

I fully support this proposal. I suggest that the parking pull off area be at least 10' wide by 50' long. That would allow for two vehicles to be completely off the pavement.

Thanks,

Wayne

**From:** Dave Rimmer [REDACTED]  
**Sent:** Thursday, July 29, 2021 2:34 PM  
**To:** Town Manager <[townmanager@wnewbury.org](mailto:townmanager@wnewbury.org)>; DPW Director <[dpwdirector@wnewbury.org](mailto:dpwdirector@wnewbury.org)>  
**Cc:** Michael Carbone [REDACTED]  
**Subject:** Turkey Hill Rd parking area

Angus and Wayne,

Attached please find a simple sketch of the proposed location for a small pull off parking area at Greenbelt's existing Ordway Reservation on Turkey Hill Rd. Currently vehicles only pull partially off the

pavement onto the grass; even less so in winter. We hope to establish something better and safer - about 15 feet deep and 80 feet long. parallel and connected to the road.

We have owned this property since the 2000s and need to upgrade parking. The layout for TH Rd is "variable width", so we are not quite sure how much of the parking area would be within the layout, but some. No wetland issues so we don't have or need an engineered plan. Just creating a simple 2-3 car pull off area like River Road Reservation.

Is this enough for you to share with the selectmen, which I assume we start with again as we did at River Road? Then have Wayne look at it? No tree removal - it's a grassy shoulder right now.

Thanks, Dave

**Dave Rimmer**

**Director of Land Stewardship**

**Greenbelt | Essex County's Land Trust**

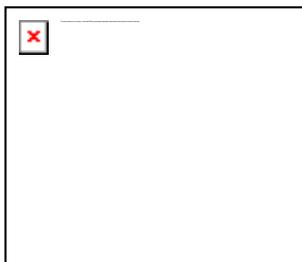
**PO Box 1026**

**82 Eastern Avenue**

**Essex, MA 01929**

[dwr@ecga.org](mailto:dwr@ecga.org)

**(978) 768-7241 x14**



**Town Manager**

---

**From:** Rick Parker  
**Sent:** Wednesday, August 25, 2021 10:41 PM  
**To:** Finance Admin  
**Cc:** Town Manager  
**Subject:** FW: Solar & Resiliency Presentation Overview

Hi Jenny,

The forwarded email below re: Solect Energy’s proposal for solar PV plus energy storage does not need to be included in the 8/30 SB OS packet (assuming that packet is already finished / distributed), but please forward to Archie and Wendy tomorrow (Thursday). What is shown is limited to background information for Solect’s 8/30 presentation, which will include more detail/explanation and is planned to take 15-20 minutes plus time for questions from the SB and Town Manager.

I considered also looping in the PRSD Administration, since the school district will ultimately need to participate as an off-taker of energy, but concluded that would be getting ahead of ourselves as the Board needs to first consider direct implications to West Newbury.

Thanks - rick

---

**From:** Byron Woodman [REDACTED]  
**Sent:** Wednesday, August 25, 2021 5:51 PM  
**To:** Wallace, Arthur (Chip) [REDACTED]; Rick Parker <rparker@wnewbury.org>  
**Subject:** Solar & Resiliency Presentation Overview

**Hi Rick and Chip,**

**Thank you for your time this afternoon. As requested, please note the solar & resiliency overview for West Newbury’s Select Board.**

**Solar & Resiliency Presentation Overview**

**During West Newbury Select Board’s meeting on August 30, 2021, we will propose that the Solect Board evaluate a solar & resiliency project to be installed at the Page School. With terms provided through the PowerOptions program, this solar installation will provide energy savings and resiliency capabilities for the Town Of West Newbury and the Pentucket Regional School District. It is anticipated that the system will deliver an economic benefit of ~\$1.5 million to West Newbury over the next 25 years.**

**Assuming the project meets West Newbury’s economic, resiliency, and environmental objectives, our recommendation is that the Select Board will support the review of a Letter of Intent to enable Solect to advance with the necessary next steps in confirming the system feasibility, engineering requirements and total net benefit to West Newbury. Please note the project summary and proposed location below.**

## John C. Page Elementary School – Solar & Resiliency Overview

<b>PV System Size (Capacity)</b>	<b>711.4 kW DC</b>
<b>ESS Size</b>	<b>223kW / 446kWh</b>
<b>Annual PV Output (Year 1)</b>	<b>895,000 kWh</b>
<b>Percent of Usage</b>	<b>237%</b>
<b>Volumetric Electric Rate</b>	<b>\$0.1638 per kWh</b>
<b>Solar PPA Rate</b>	<b>\$0.1320 per kWh</b>
<b>Escalator</b>	<b>0.0%</b>
<b>Solar Savings per kWh (Year 1)</b>	<b>19%</b>
<b>Term</b>	<b>25 years</b>
<b>Year 1 Forecast Savings</b>	<b>\$36,000</b>
<b>Contract Term Savings</b>	<b>\$1,495,000</b>
<b>PILOT Revenue</b>	<b>\$79,024</b>
<b>Contract Term Savings</b>	<b>\$1,574,024</b>
<b>Annual Avoided CO<sub>2</sub></b>	<b>1,387,000 lbs</b>
<b>Contract Term CO<sub>2</sub> Avoided</b>	<b>16,200 tons</b>

### Proposed solar location



If you have any questions prior to the meeting, I can be contacted by cell: [REDACTED] or email.

Thank you again,

Byron

Byron Woodman III | Sr. Director Business Development



**Solect Energy**

89 Hayden Rowe St. | Hopkinton, MA 01748

[Redacted]

[Redacted]

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Good afternoon,

Doug and I appreciated the discussion this morning about the challenges demonstrated by the recent bidding process for the comprehensive rehabilitation of the Solders & Sailors Memorial. Hard to believe that this relatively small building, 2400 sf on two floors, could come in with just two bids for \$2,109,600 and \$2,251,800. We see this as a combination of factors: COVID related expenses, tariffs affecting imported materials and equipment, labor shortages, over-stretched and super-heated construction market, etc.

The question is what are the alternatives. As discussed this morning, understanding that the bonding terms constrain investing public monies in a building that could then be sold or leased with preservation restrictions, what follows are other concepts to consider for preservation of this historic building. It is good to be reminded that the 2019 special town meeting was about a 'fish or cut bait' scenario. The town had already invested in structural and envelope stabilization in 2015 to buy time. The question is what is the role of the Town in its future.

**1. Mothball for now and bid in the future:**

- a. Invest limited funds in building envelope and any necessary structural work now.
- b. Bid at a future date when the economy is more stable.

**Complicating factors:** Uncertain economy, a gamble in a what is now a volatile construction market; Unclear about the use of the S & S Memorial by the Town.

**2. Building envelope and structural work now:**

Based on our analysis of the bids, we estimate an investment of \$850,000 for the following:

- Rebuilding the turret and repointing the building;
- Roof for the turret and rear entry canopy;
- Window, doors, trim preservation repairs;
- Exterior painting;
- Installing the flowable fill in the basement and rebuilding the first floor framing and turret framing;
- Modest amount of landscaping beyond the Cottage Advisors agreement;
- General conditions and requirements, overhead and profit, bond and insurance costs;
- Redesign fee for construction documents and bidding. Construction administration is already in SSV agreement.
- Install fire alarm to protect the building

The agreement for site work by Cottage Advisors should be implemented: parking lot, walks, additional plantings.

**Complicating factors:** Need to fund by means other than borrowing;  
More town administration on an already burdened team.

3. **Vote to sell as is – without any more preservation work – with a tightly drafted and enforceable preservation restriction/rehabilitation plan** held by an experienced organization like Historic New England through its Easement Program.

[www.historicnewengland.org/for-homeowners-communities](http://www.historicnewengland.org/for-homeowners-communities)

**Complicating factors:** Participation of experienced entity to draft the preservation restriction/rehabilitation plan and then enforce its through construction;  
Town Meeting approval to sell the building;  
Willing and competent buyer;  
Private use of the property for anything other than residential would likely require a zoning change.

4. **Long term lease of the building in its current condition with preservation restriction/rehabilitation plan**. See examples of DCR's Historic Curator Program. This program has been in effect for over 30 years – substantial success and lessons learned. The Town would continue to own the building with the lease terms being negotiated by the value of what is invested and the value of the occupancy.

[www.mass.gov/info-details/historic-curatorship-program](http://www.mass.gov/info-details/historic-curatorship-program)

**Complicating factors:** Participation of experienced entity to draft the preservation restriction/rehabilitation plan and then enforce it through construction;  
Town approval to lease the building;  
Willing and competent lessee;  
Costs of rehabilitation may not factor readily with the value of the lease term. On other words, some up-front investment in preservation repairs may enhance the viability of the lease;  
More town administration on an already burdened team.

## Town Manager

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**From:** DPW Director  
**Sent:** Tuesday, August 17, 2021 6:59 PM  
**To:** Rick Parker; David Archibald; Wendy Reed  
**Cc:** Town Accountant; Finance Admin; Town Manager  
**Subject:** RE: S&S bids  
**Attachments:** 20210817182902852.pdf

All,

Every disappointing. I was concern all along about the cost – but let my guard down and believe we might actually have enough funds. This is a really bad time for any building projects and it may be for a few years. I know we cant discuss into details over e-mail and welcome the conversation during a future SB meeting, but I really want to get my thoughts to you for future discussion. This is not my original idea – but has been brought to me from many town people. (stop by the food and ask around for their thoughts)

If the community decides to abort the project, I would strongly recommend we proceed to demolish the building and build a pocket park in its place.

I have attached my vision of the Soldiers and Sailors Remembrance Park. I estimate the cost at about 300K- 400K, but of course this would require some basic engineering and cost estimates.

Positives.

1. Land can be used by all residents. small concerts, plays, veteran events and other types of small gatherings.
2. Place for remembrance for our veterans lost in war and maybe also to COVID-19. (We may be the first to have a COVID-19 memorial – but many people did pass from this illness.)
3. Electricity already on-site.
4. Water already on site.
5. Parking requirements minimal 99% of the time.
6. Maintenance cost minimal compared to a new structure.
7. Residents have stated we have no veteran memorials in town.
8. Would be part of the trail network that runs from Daley Drive to Mullens Trail. (possible resting point)
9. To save on cost – DPW can project manage the project and oversee and bid each discipline separately. (electrical, site work, masonry work, landscaping and carpentry.)

I really love this town and enjoy working here. I just want to make sure the community gets the best use of this parcel. Maybe we fund the additional cost or maybe we won't, but I really wanted to get my thoughts officially to the board. I accomplished this and now feel better I got this off my chest.

Thanks,

Wayne

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**From:** Town Manager <townmanager@wnewbury.org>  
**Sent:** Friday, August 13, 2021 5:35 PM  
**To:** Rick Parker <rparker@wnewbury.org>; David Archibald <darchibald@wnewbury.org>; Wendy Reed

<wreed@wnewbury.org>

**Cc:** DPW Director <dpwdirector@wnewbury.org>; Town Accountant <townaccountant@wnewbury.org>; Finance Admin <finance.admin@wnewbury.org>

**Subject:** S&S bids

Low bid is about \$2.1M, about \$1M above the project budget.

[https://www.biddocsonline.com/gen\\_bid\\_eb.php?project\\_id=5153&section=general\\_bid](https://www.biddocsonline.com/gen_bid_eb.php?project_id=5153&section=general_bid)

I don't plan to make any public announcement until we have a report back from our architects and Mary Bulso (procurement consultant), but above is viewable online so wanted to be sure you had the info in case you're asked.

Angus Jennings, Town Manager

Town of West Newbury

Town Office Building

381 Main Street

West Newbury, MA 01985

(978) 363-1100 x111

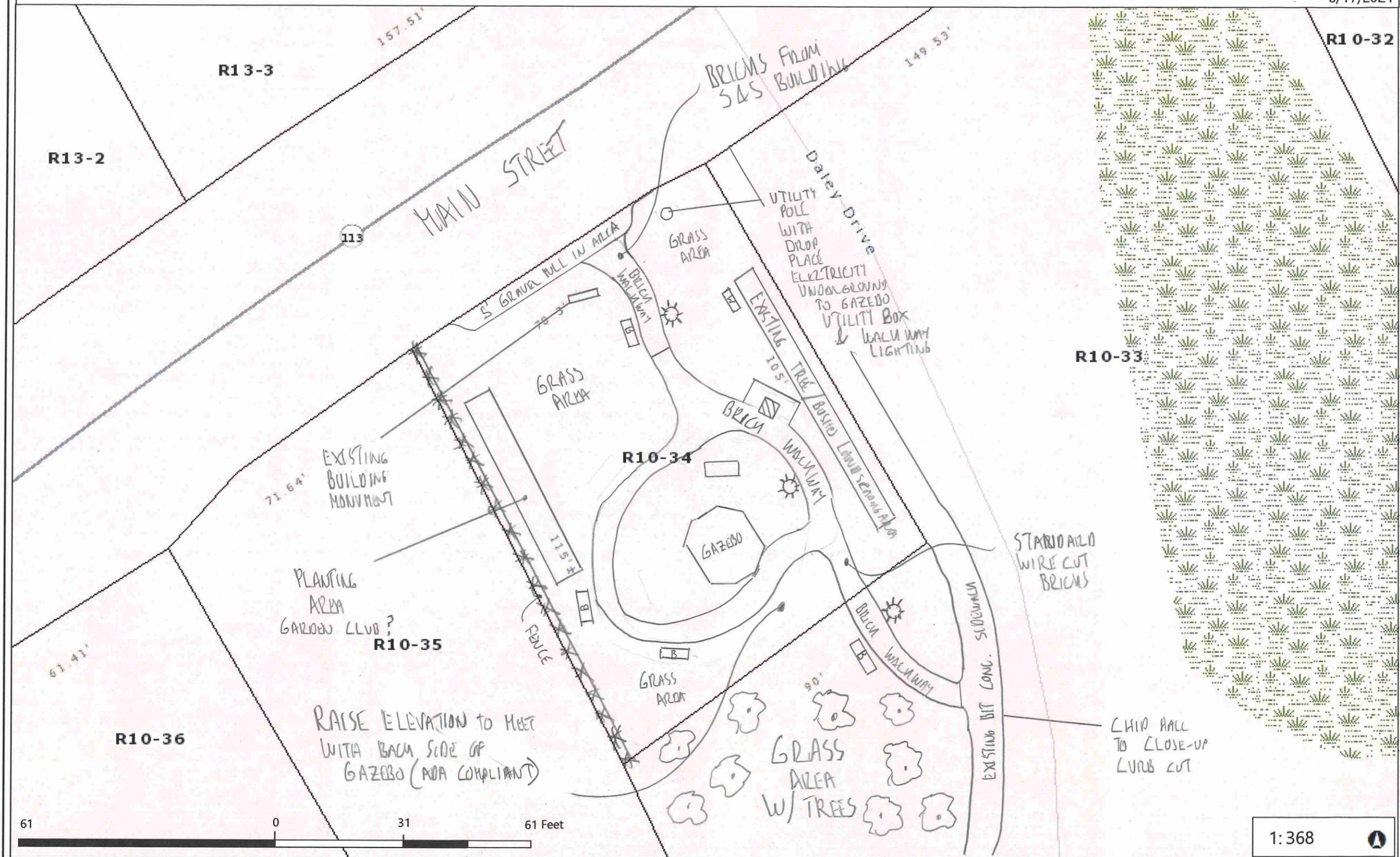
[townmanager@wnewbury.org](mailto:townmanager@wnewbury.org)

Sent from my mobile device

# SOLDIERS & SAILORS REMEMBRANCE PARK

## Town of West Newbury

8/17/2021



Data Sources: Produced by Merrimack Valley Planning Commission (MVPC) using data provided by the Town of West Newbury & MassIT/MassGIS. MVPC AND THE TOWN OF WEST NEWBURY MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE ACCURACY, COMPLETENESS, RELIABILITY, OR SUITABILITY OF THESE DATA. THE TOWN OF WEST NEWBURY AND MVPC DOES NOT ASSUME ANY LIABILITY ASSOCIATED WITH THE USE OR MISUSE OF THIS INFORMATION.

MVPC Boundary	Parcels	Roads	Interstate	Major Road	Local Road
Trails	Easements	Hydrographic Features	Streams	Wetlands	

= BENCHES
= TABLE & CHAIRS
= WALKWAY ACCESS BOX
= LIGHTING



Projection: NAD\_1983\_StatePlane\_Massachusetts\_Mainland\_FIPS\_2001

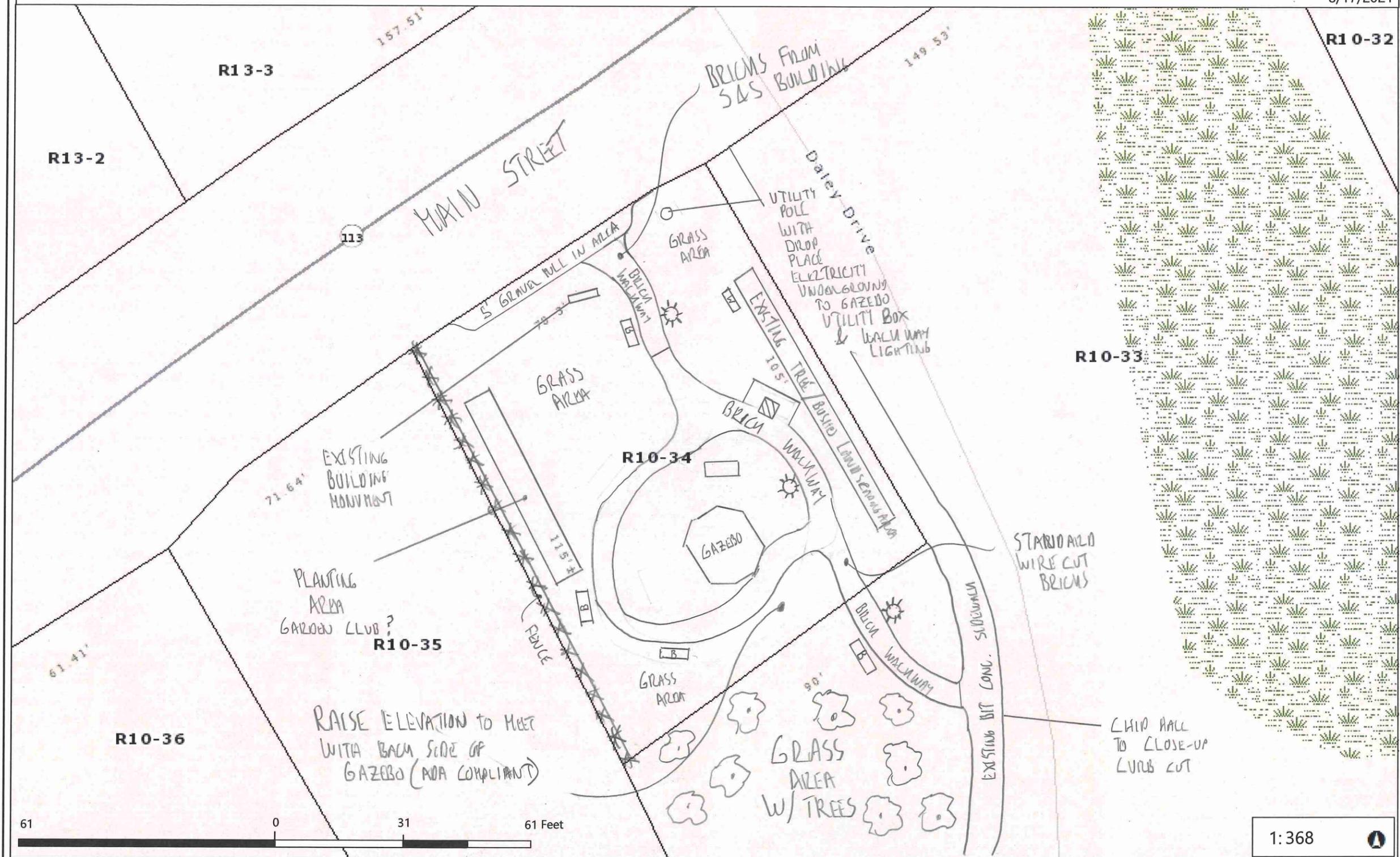
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# SOLDIERS & SAILORS REMEMBRANCE PARK

## Town of West Newbury

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= BENCHES
= TABLE & CHAIRS
= WALKWAY ACCESS BOX
= LIGHTING



Projection: NAD\_1983\_StatePlane\_Massachusetts\_Mainland\_FIPS\_2001

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8-17-2021  
WSA

## Town Manager

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**From:** DPW Director  
**Sent:** Tuesday, August 10, 2021 11:18 AM  
**To:** Town Manager  
**Subject:** RE: Safety Inspection .

Angus,

I would love to be able to brain storm with the selectmen board on our approach to Main Street. Can I be put on a future agenda to discuss?

Wayne

**From:** Richard Cushing [REDACTED]  
**Sent:** Sunday, August 08, 2021 4:06 PM  
**To:** Town Manager <townmanager@wnewbury.org>; Rick Parker <rparker@wnewbury.org>; selectmen@town.west-newbury.ma.us; DPW Director <dpwdirector@wnewbury.org>; Jeffrey Durand <Durand@westnewburysafety.org>; Sperelakis, Jim [REDACTED]  
**Subject:** Safety Inspection .

On last Fri myself & Director Wayne Amaral did an inspection of safety for pedestrians between Church St & the Pedestrian Light @ P.O. Square. I was impressed by Wayne's knowledge & commitment to public safety. Wayne's assessment is that already planned for crosswalk upgrades using the most affective treatment is the best way to achieve improved safety.

His background as Director in Cambridge makes that analysis a compelling one.

Not to mention a handshake & well done from Pres G.W. Bush Jr after a speech as Wayne was part of security.

I was briefed on his knowledge, known along w/ TM Angus, of work to be undertaken on Pipe Stave Hill & what is under advisement @ the new schools' location. My son Evan & I were part of EMA traffic control there for many yrs which was challenging during events.

I should say here on Sat 2 vehicles blew by me as I walked to the P.O. in normal position in a crosswalk. For this reason I would hope Chief Jeff is a full advisor, gaining on 20 yrs service, moving forward.

It is clear Wayne & Angus are very clear on what a Municipality needs to spend to go it alone & what leg work done to encourage & expect the State, through proper channels, to do its part.

My only personal comment here is the speeding issue, which I believe Wayne & I can agree, can benefit from the step taken above.

However, when I began working in Town in 1984, nearly the first thing I heard, as a driver, is you tempted fate by speeding in WNBY. As an outsider looking in it looked to me that Career Officers, w/ a cadre of Reserve Officers, in the mix 24/7 were constantly stopping vehicles on Rt 113. The caliber of Officers remains high as does the adage boots on the ground make a difference. The Town Budget is always tight & the public, in my opinion, in many cases, watch the Police bottom line the closest. SO, cruisers & bodies = less speeding is on their plate. Let them either appreciate a higher budget or subtract from other lines or put up with speeders. My opinion.

Thanks ALL for doing what you do.

Dick Cush. Meals on Wheels Guy.

## Town Manager

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**From:** Town Manager  
**Sent:** Monday, August 2, 2021 1:33 PM  
**To:** Richard Cushing; DPW Director  
**Subject:** RE: Crosswalks possible solution.

Hi Dick,

We had been looking at getting a ped-activated crosswalk signal at the new Middle/High School, but the funding would have needed to be expended last fiscal year (ending June 30), and when we looked into it further we learned that the current crosswalk location will change as part of the new building project. Therefore we couldn't pursue the flashing beacon, because it would just have needed to be relocated in 1-2 years. (It was MassDOT funding so they wouldn't have approved funding for a location that will change so soon).

We will continue to pursue funding – grant funding and/or local funding – for a ped-activated beacon at this location. And we recently received funding for a safety audit of the 113/Page/Pipestave intersection. This funding was just announced and we're working to get the paperwork in place with the Commonwealth before we can engage an engineer to do this work. This is expected to lead to recommendations for actual safety improvements. (Separate from this but related, we expect MassDOT to restripe that Page/Pipestave crosswalk soon).

Wayne will also be looking into the other suggestions you've offered, if he hasn't already.

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](mailto:townmanager@wnewbury.org)

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**From:** Richard Cushing [REDACTED]  
**Sent:** Saturday, July 31, 2021 10:05 PM  
**To:** DPW Director <dpwdirector@wnewbury.org>  
**Cc:** Town Manager <townmanager@wnewbury.org>  
**Subject:** Crosswalks possible solution.

Hey Wayne. Sat. night. Just drove in from Salem. I had a thought about the 2 concerns regarding crosswalks that I referenced specifically the other day & the difficulties of painting fresh ones.

One sign @ the top of Church close to the top would stick out very well.

Again the odd sign mentioning fines, etc faces East & is on a telephone pole perhaps better suited to the crosswalks ahead.

If you drive over the Groveland line you will see a warning sign announcing a crosswalk that has a second sign in place as is normal. That is not unusual

to have the two. It may seem like overkill ( sorry) having the two But it would only require a small AHEAD mini sign under a silhouette sign of a walking figure.

I am still concerned about the speeding & @ least a study to entertain Pedestrian activated lights.

Groveland has white shoulder lines & crosswalks that look like they were painted yesterday.

What happens @ the new school construction is hopefully being considered @ their end & I believe Angus was looking @ activated lights as needed. There is a crosswalk there by the restaurant that doesn't lead anywhere.

Ok to copy these comments.

Tx. Dick Cush.

## Town Manager

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**From:** Town Manager  
**Sent:** Friday, August 6, 2021 11:26 AM  
**To:** Town Accountant; Jennifer Walsh (finance.admin@wnewbury.org); dpwdirector@wnewbury.org; DPW Admin; Annie Sterling (residents.admin@wnewbury.org)  
**Subject:** State earmark for safety audit of 113/Page/Pipestave intersection  
**Attachments:** Memo to Secy Heffernan re \$25k earmark 8-6-21.pdf

Please find attached which was sent to Sen Tarr's office today (his staff will further circulate to appropriate parties), and we'll send hard copies as well. Stephanie please add this to your Grants binder, as this will eventually be followed with add'l paperwork incl. a contract w the Commonwealth, etc. Once that contract is in place, Wayne's office will take the lead on procuring the necessary engineering services. (Once fully staffed, the Town Clerk's office will also have a role with procurement). The funds will need to be fully expended by June 30, 2022, and will likely lead to recommendations for capital improvements in that location. 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](mailto:townmanager@wnewbury.org)



# Town of West Newbury

381 Main Street

West Newbury, Massachusetts 01985

Angus Jennings, Town Manager

978-363-1100, Ext. 111 Fax 978-363-1826

[townmanager@wnewbury.org](mailto:townmanager@wnewbury.org)

August 6, 2021

Secretary Michael Heffernan  
Executive Office of Administration and Finance  
24 Beacon Street  
State House, Room 373  
Boston, MA 02133

Dear Secretary Heffernan,

On behalf of the West Newbury Select Board, and all West Newbury residents, I am writing to express our gratitude for the inclusion of a \$25,000 earmark in the State Budget to support a safety audit for the intersection of Main Street (Route 113), the Page School driveways, and the Pipestave conservation, recreation and equestrian area. Our DPW Director has been working with my office and in coordination with the Select Board and residents, in identifying this location as a high priority for safety audit. The Commonwealth earmark offers the opportunity to make real progress on this effort.

At your convenience, the town would respectfully request the earmarked funds released, pursuant to the FY22 Commonwealth budget line 1599-0026 providing that "not less than \$25,000 shall be expended for a safety audit of an intersection in the town of West Newbury."

We are thankful for the efforts of Senator Tarr and Representative Mirra, as well as for your office's efforts and those of Governor Baker. We look forward to putting these funds to work for the safety of West Newbury residents and area travelers.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Angus Jennings  
Town Manager

cc: *Senator Bruce Tarr*  
*Representative Lenny Mirra*  
*Emily Puteri, Principal, Page School*  
*Justin Bartholomew, Superintendent, Pentucket Regional School District*

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

<b>CONTRACTOR LEGAL NAME:</b> Town of West Newbury (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Exec Office for Administration and Finance MMARS Department Code: ANF	
<b>Legal Address: (W-9, W-4):</b> 381 Main Street, West Newbury MA 01985-1450		<b>Business Mailing Address:</b> 24 Beacon St., Room 373 ,Boston, MA, 02133	
<b>Contract Manager:</b> Angus Jennings	<b>Phone:</b> 978-363-1100 x111	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> <a href="mailto:townmanager@wnewbury.org">townmanager@wnewbury.org</a>	<b>Fax:</b>	<b>Contract Manager:</b> Nancy Delahunt	<b>Phone:</b> 617-312-4908
<b>Contractor Vendor Code:</b> VC6000192037		<b>E-Mail:</b> nancy.a.delahunt@mass.gov	<b>Fax:</b>
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001 (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> FY22TOWNWESTNEWBURYX	
		<b>RFR/Procurement or Other ID Number:</b> Not applicable	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b>		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input type="checkbox"/> <b>Department Procurement</b> (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter <b>Current Contract End Date</b> <i>Prior</i> to Amendment: _____, 20____. Enter <b>Amendment Amount:</b> \$ _____. (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget)	
<b>The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding:</b> (Check ONE option): <input checked="" type="checkbox"/> <a href="#">Commonwealth Terms and Conditions</a> <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> <input type="checkbox"/> <a href="#">Commonwealth IT Terms and Conditions</a>			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <a href="#">815 CMR 9.00</a> . <input type="checkbox"/> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ 25,000			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> ); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Funding to fulfill earmark in line item 1599-0026: "and provided further, that not less than \$25,000 shall be expended for a safety audit of an intersection in the town of West Newbury".			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____ a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <b>June 30, 2022</b> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: _____ Date: 8/9/2021 (Signature and Date Must Be Handwritten At Time of Signature) <b>Print Name:</b> Angus Jennings <b>Print Title:</b> Town Manager		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) <b>Print Name:</b> Daniel Shark <b>Print Title:</b> Chief Financial Officer	



# Town of West Newbury

381 Main Street  
West Newbury, Massachusetts 01985

Wayne S. Amaral, Director of Public Works  
978-363-1100, Ext. 120

[DPWDirector@wnewbury.org](mailto:DPWDirector@wnewbury.org)

## Memorandum

TO: Select Board Members  
FROM: Wayne S. Amaral, DPW Director  
DATE: August 25, 2021  
RE: Town Wide Emerald Ash Borer (EAB) Summary

As per your request, I have attempted to prepare a summary of the infestation of EAB town-wide as it relates to education, impact, and pretreatment. We know from observations that EAB has arrived in West Newbury. I would assume this occurred about four or five years ago, if not sooner. The infestation started slow, but once they arrived it would have been impractical to almost impossible to stop the spread without an enormous amount of funds to pretreat all our trees

### **Background and Education.**

I believe EAB was discovered about seven to eight years ago in the North Shore, specifically in the City of Methuen and the Town of Andover and within 12-24 of this initial infestation the EAB moved into our area. The insect is fast moving traveling about 25-miles per year. Once the insect finds a cluster of Ash Trees to infest it can have a damage and destroy range of up to 12-miles per year, usually killing a tree within two to three years. There are many websites that explain the ecological impacts and pretreatment options and we encourage anyone interested to seek additional information.

*This picture shows an Emerald Ash Borer*



*This picture shows the bark entry points of an Emerald Ash Borer*



*This picture shows the damage to the tree caused by the Emerald Ash Borer (travel path)*



## **Impact**

In July of this year, DPW conducted a town-wide audit of all street trees to determine the number of High Hazard trees that require removal. Some of these trees will require immediate removal (within the next two to three years) while many others can be removed on a schedule over a ten-year span.

Our audit showed a total of 733 High Hazard street trees. From this total, 275 trees were Ash trees (about 37% of all High Hazard trees). These numbers do not include town properties, including open space, which may add an estimated 900 additional Ash trees town-wide. The estimated cost to just remove all the High Hazard Ash street trees is about \$700,000. To remove all 733 High Hazard street trees town-wide can total an estimated \$2,200,000. A future budgeting discussion should take place over the next few years to

redefine our High Hazard Tree Removal Strategy Plan, but for the short term, we need to continue to evaluate the impact of future EAB damage.

DPW has also changed our policy on tree removal materials. All tree trunks and wood chips are no longer stored at Pipe Stave. The contractors are required to removal all material from the town on the same day.

## **Pretreatment**

There is no treatment to rid EAB after the infestation has started. There are a few pretreatment options that should be done prior to the infestation that has a highly effective rate, however they are not 100% effective on all Ash trees.

During the first year of employment as DPW Director, I was able to budget \$6,500 to pretreat 21 Ash trees in the Mill Pond Recreational Area in October 2020. This treatment will be required and has been scheduled to be performed again in the Summer of 2022 if the budget allows.

I totally understood that the time to save our estimated 1,400+ plus town-wide Ash trees had most likely past, However, I thought it was important as the Tree Warden to put our best effort into saving a handful of these trees. The trees chosen showed little to no signs of EAB infestation at the time and I hope we were able to save this small handful. Time will tell.

I look forward to discuss this topic in greater details at a future Select Board meeting.

**From:** [Residents Admin](#)  
**To:** [Town Manager](#)  
**Cc:** [Finance Admin](#)  
**Subject:** Pentucket Early Intervention - Request fee waived  
**Date:** Tuesday, August 17, 2021 7:47:28 AM  
**Attachments:** [Thom Pentucket Early Intervention - Request for Facility use.pdf](#)

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Angus~

I have attached a request from Pentucket Early Intervention to have their team meetings in the Town Hall. The Select Board's fee's concerning non-profits is as follows:

**Non-Profit Charitable Groups:**

"No Rental Fee for use of a facility up to six (6) times per calendar year. Non-profit organizations or groups that request to use a town facility more than six (6) times per year and requesting to waive the fee, must receive approval from the Board of Selectmen at a scheduled meeting."

Early Intervention has already had 4 facility uses this year. They are requesting 8 more in this calendar year. I have checked the availability of Town Hall for their Wednesday and Thursday dates and they are all available at this point. Let me know if this can be on the next agenda.

Thank you,  
~Annie

Annie Sterling  
Residents Services Administrator  
Town of West Newbury  
381 Main Street  
West Newbury, MA 01985  
978-363-1100 ext 113  
residents.admin@wnewbury.org

## REQUEST FOR USE OF FACILITIES

Thom Pentucket Early Intervention is requesting use of the Town Hall or other available space for the following dates and times.

Due to the Covid pandemic and the need to socially distance the rooms at Early Intervention are not large enough to host a team meeting.

We are requesting the use of town space for:

Wednesday meetings would be from 8 to 9:30

Wed. September 1<sup>st</sup>

Wed. October 6<sup>th</sup>

Wed. November 3<sup>rd</sup>

Wed. December 1<sup>st</sup>

Wed. January 5<sup>th</sup>

Wed. February 2<sup>nd</sup>

Wed. March 2<sup>nd</sup>

Wed. April 6<sup>th</sup>

Wed. May 4<sup>th</sup>

Wed. June 1<sup>st</sup>

Thursday meetings would be from 1:15 to 12:45

Thursday September 2<sup>nd</sup>

Thursday October 7<sup>th</sup>

Thursday November 4<sup>th</sup>

Thursday December 2<sup>nd</sup>

Thursday January 5<sup>th</sup>

Thursday February 3<sup>rd</sup>

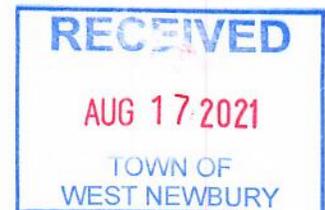
Thursday March 3<sup>rd</sup>

Thursday April 7<sup>th</sup>

Thursday May 5<sup>th</sup>

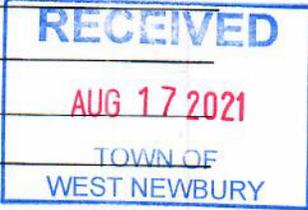
Thursday June 2<sup>nd</sup>

Thank you!



# REQUEST FOR USE OF FACILITIES

Organization or Group Thom Pentucket Early Intervention  
 Person Making Reservation Linda Schaeffer - Heather Brankman  
 Mailing Address [REDACTED]  
 Phone [REDACTED] e-mail [REDACTED]  
 Event Date: See Attached Start Time \_\_\_\_\_ End Time \_\_\_\_\_  
 Summary of Event Team Meeting  
 Number of Attendees 15  
 Event Details: *Please be specific i.e. alcohol\*, music, food -* None



If alcohol is being served, a Liquor Liability Policy must be provided (\$1,000,000), see page 2.

**Check Appropriate Block:**

Fund Raising Group     Commercial In-Town     Resident     Town Staff  
 Non-Profit/Public Agency     Commercial Out-of-Town     Other

**Facility Requested:**

1910 Bldg Hearing Room (1)     Pipestave Equest. Area\*\*     Other  
 1910 Bldg Meeting Room (2)     Athletic Playing Fields\*  
 Town Hall- (across from Library)     Mill Pond Rec Bldg\*\*  
 Annex     Bandstand

Fee Paid by Check/Cash     Fee Waived

**TERMS AND CONDITIONS OF USE:**

1. Must leave the facility as you found it, place tables and chairs in the storage area and remove all trash and recycling. The town does not have a custodian on staff and other events may be scheduled to use the facility after you. Please contact Dispatch at 978-363-1213, if the town offices are closed, with any problems.
2. No open flames, i.e. candles, torches, etc. (Chafing trays with sternos **are** allowed.)
3. Exits and entrances must be kept clear. Tables must be a minimum of 6' from exits and entrances.
4. All decorations must be fire resistant.
5. No live trees or shrubs allowed, including Christmas trees.
6. No smoking inside buildings; smokers must be outside of the building, 20' from all entrances and exits.
7. If deemed necessary to maintain the safety of the public, a Fire Watch (Fire Dept. representative.) may be required, at the then-current hourly fee.
8. No fog machines or fake smoke machines allowed. No helium balloons allowed in the Annex.
10. Permits are required for temporary signs. No signs are allowed on public property without prior approval by the Board of Selectmen

**PLEASE NOTE: IF YOU ARE APPLYING TO OFFER ANY KIND OF CAMP FOR CHILDREN, YOU MUST GET PRIOR APPROVAL FROM THE BOARD OF HEALTH.**  
 978-363-1100, x. 118

~ Continued on other side ~

Name: Thom Pentucket ETP

Event: Team Meeting's

**Insurance:** The organization's representative or the individual requesting the space will be required to sign an indemnification agreement (below) with the Town of West Newbury for a scheduled event. A general liability policy (\$1,000,000 per occurrence/\$2,000,000 aggregate) is required as part of the rental agreement, and a certificate of insurance naming the Town as an additional insured must be provided before the date of the event as proof of said policy. If alcohol is being served, a Liquor Liability Policy must be provided (\$1,000,000) in addition to the general liability coverage.

**\* ATHLETIC PLAYING FIELDS RENTAL:** Must have prior approval by the Parks and Rec Commissioners. Payment by check (to: Town of West Newbury) or cash must be received in the Town Manager's Office, and a Certificate of Insurance must be received prior to the date requested to use the fields. (See above for details.)

**\*\*MILL POND RECREATION BUILDING AND PIPESTAVE EQUESTRIAN AREA:** Must have prior approval by the Mill Pond Committee.

**Indemnification Agreement:** I/We, Thom Pentucket ETP (group), agree to pay for any damage to the facility incurred during the term of rental by our organization. I/We understand that I/we must leave the area in the same condition that it was found. Furthermore, I/we hereby agree to save and hold harmless and/or indemnify the said Town of West Newbury against any and all claims or liabilities for personal injury or property damage arising out of use of said property.

Linda Schayff  
Individually/Authorized Signature for Group

8/16/21  
Date

Parks & Rec Committee or Mill Pond Committee  
Signature (if applicable): \_\_\_\_\_

Date: \_\_\_\_\_

Requests and comments:

**Chief of Police**  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Requests and comments:

**Fire Chief**  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Requests and comments:

**Approval granted if signed here by Town Manager:**

\_\_\_\_\_

Date: \_\_\_\_\_

Requests and comments:

**Town Manager**

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**From:** Wendy Reed  
**Sent:** Thursday, August 12, 2021 8:56 PM  
**To:** [REDACTED]  
**Cc:** Town Manager  
**Subject:** Personnel Policy discussion with Board and Commission Chairs

Hello Board and Commission Chairs,

One of the Select Board's priorities for this year is to update the town's personnel policies. This will resolve inconsistencies in staff management practices between Boards and Commissions, as well as bring all personnel policies in line with the Town Manager form of governance. Making sure that all employees are treated fairly and consistently is the ultimate objective of the policy update and is an important factor in employee morale and effective staff management.

Prior to engaging the Personnel Advisory Committee or legal counsel on this update, we'd like to get your input on the primary areas where inconsistency has been noted. These include:

- Modification of job descriptions or duties
- Hiring practices
- Changes in employee wages or grade level
- Tracking/approval of accrued time off
- Department office hours and employee work schedule
- Performance evaluations

We are asking the chair of each Board and Commission with staff assigned to it to attend a Select Board meeting on September 9, 2021 for this discussion. It will be a posted meeting for the Select Board but this will be the only topic on the agenda. We hope that this is enough advance notice so that all of you will be able to attend. If you're unable to, however, please assign another member that is familiar with staffing issues.

Please let Angus or a Select Board member know if you have any questions or wish to include additional items. We look forward to a productive discussion.

Thanks,  
Rick, Archie and Wendy



# Town of West Newbury

381 Main Street

West Newbury, Massachusetts 01985

Angus Jennings, Town Manager

978-363-1100, Ext. 111 Fax 978-363-1826

[townmanager@wnewbury.org](mailto:townmanager@wnewbury.org)

TO: Board of Selectmen  
FROM: Angus Jennings, Town Manager  
DATE: July 20, 2019  
RE: Personnel Advisory Committee

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The next meeting of the PAC is August 1 at 7:30 PM. Per the Personnel Bylaw, “the Personnel Advisory Committee shall conduct such research and carry out such instructions as the Board of Selectmen shall direct including, but not limited to, review of compensation for employees, benefits, methods of selection of personnel, performance appraisal, and personnel procedures.”

To reflect the change to a new form of government, and my responsibilities under the Town Manager legislation at Sec. 8(e) to “oversee the town’s personnel system and staff in accordance with town by-laws and shall oversee personnel evaluation policies and practices, employee benefit programs, enforcement of labor contracts, labor relations, collective bargaining, state and federal equal opportunities law compliance in the town and such other human resource obligations as designated by the board of selectmen,” and in compliance with the FY18 Audit Management Letter recommendations, I anticipate recommending changes to local bylaws and policies to clarify and to more fully integrate the new form of government into the Town’s policy structure.

Because the scope of the Committee’s work is defined by the Board of Selectmen, I respectfully request that the Board forward the following questions to the PAC for review and consideration:

1. Continue PAC initiative, initiated in February 2019, related to employee job descriptions.
2. Review of Salary Compensation By-Law, including recommending changes if appropriate.
3. Review of Personnel Bylaw and Personnel Policies, including recommending changes if appropriate including but not limited to:
  - a. Definition of full-time employee as working 40 hours/week; vacation and sick accruals and use; holidays and holiday compensation; office hours; Board/Commission/Committee support; performance reviews; draft Payroll Change Form.
  - b. Standardizing process for advertising jobs, hiring, on-boarding, and amendment and approval of employee job descriptions, including implementing uniform practices for all appointing authorities of non-union personnel.
4. Review of proposed changes to job functions related to human resources, personnel and benefits administration, as may be recommended by the Town Manager.
5. Review potential change to timing for processing payroll, as may be recommended by the Town Manager and Town Accountant.

The topics above have all been considered at one or more previous meetings of the PAC, and are expected to be continuing areas for review. The Board’s endorsement of this scope of review will provide direction to the PAC to continue its review and bring forward eventual recommendations.

## Town Manager

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**From:** Paul Sevigny  
**Sent:** Monday, August 23, 2021 1:02 PM  
**To:** Town Manager  
**Subject:** RE: Covid / special town meeting

I can meet at 2:30 today.

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**From:** Town Manager <townmanager@wnewbury.org>  
**Sent:** Monday, August 23, 2021 12:58 PM  
**To:** Paul Sevigny <psevigny@wnewbury.org>; Town Accountant <townaccountant@wnewbury.org>  
**Cc:** Blake Seale [REDACTED]; Jane Krafton <jkrafton@wnewbury.org>; Bob Janes [REDACTED]  
**Subject:** RE: Covid / special town meeting

Hi Paul,

Thanks for your well wishes. You sure are right about my daughter growing up quickly! We had a wonderful time on Cape Cod in the same general location that my family and I vacationed growing up.

I'm about to head out to grab some lunch but could meet anytime after 2 today or tomorrow any time after about 11:30. Let me know what's convenient and we can talk through each of these items. I've attached the article request form, you can use whichever format you find works best. As you know please submit article requests no later than next Wednesday 9/1.

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](mailto:townmanager@wnewbury.org)

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**From:** Paul Sevigny <psevigny@wnewbury.org>  
**Sent:** Monday, August 23, 2021 11:05 AM  
**To:** Town Manager <townmanager@wnewbury.org>; Town Accountant <townaccountant@wnewbury.org>  
**Cc:** Blake Seale [REDACTED]; Jane Krafton <jkrafton@wnewbury.org>; Bob Janes [REDACTED]  
**Subject:** Covid / special town meeting

Hi Angus,

I hope you had a good vacation and spent lots of time with your daughter. They grow up very quick. I just want to run some things by you.

- 1) We are trying to get CVS to come do some flu clinics for us. Possibly looking at September 24<sup>th</sup>. Annie said we need the permission of the Select Board to have more than one event in the Annex on that day. Will this be allowed if CVS can pull it off?
- 2) With the Delta variant causing concerns & low vaccination numbers across the country, more than likely we will be holding regional vaccination clinics again. We're not sure what these will look like, but wanted to give you and the Select Board a heads in the event that we need to cancel some activities in the Annex,
- 3) Regarding the special town meeting: The BOH will be submitting two articles. 1) An article requestion \$XXXXXX (should be under 7K, getting prices now). This is for testing the residential wells around the Landfill for the presence of 1,4-Dioxane. This was in last years budget but was never conducted due to Covid and subsequent money returned. With all that was going on with COVID/clinics this past Jan-April, it slipped our minds that we would need additional funds to cover the testing. 2) We would like to modify the wording of the \$100,000 Covid clinic article that was approved in April to include other uses such as for Flu clinics or contact tracing, etc.

Could you please provide your thoughts and send article request form that needs to be completed.

Thanks,

Paul Sevigny, Health Agent  
Town of West Newbury  
381 Main Street  
West Newbury, MA 01985  
978-363-1100, x119

RECEIVED  
TOWN CLERK  
WEST NEWBURY, MA

FINNERAN & NICHOLSON, P.C. 2021 AUG 17 AM 11:19  
ATTORNEYS AND COUNSELORS AT LAW

30 GREEN STREET  
NEWBURYPORT, MA 01950  
Tel. (978)462-1514 \* Fax (978)465-2584

515 GROTON ROAD, SUITE 203  
WESTFORD, MA 01886  
Tel. (978)496-1177 \* Fax (978)496-1146

August 17, 2021

**By Hand Delivery**

Town of West Newbury  
381 Main Street  
West Newbury, MA 01985  
Attention: Select Board c/o Town Clerk  
Board of Assessors  
Planning Board  
Conservation Commission

Re: **Notice of Intent to Sell Property Under Massachusetts Gen. Laws Chapter 61A**  
**Record Owner: Patricia A. Kelly Trustee of the 28 Ash Street Trust**

**Property Location: 34 Ash Street, West Newbury, Massachusetts,**  
**being ± 2.726 Acres and Shown As Lot 12G on Assessors Map 9**

Dear Board Members:

My office represents the owner of the above-referenced property (the "Property"). Pursuant to Massachusetts General Laws Chapter 61A, this letter shall serve as notice to you of the owner's intent to sell the Property to a bona fide purchaser of land now or formerly classified as agricultural land. The details of this notice are set forth below.

Owner: Patricia A. Kelly Trustee of  
28 Ash Street Trust  
c/o Finneran & Nicholson, P.C.  
30 Green Street  
Newburyport, MA 01950

Land to be sold: Approximately 2.726 acres of land being a portion of the Premises described in a deed recorded with the Essex South District Registry of Deeds in Book 13112, Page 442 and depicted as Lot D on a Plan recorded in said Deeds in Plan Book 391, Plan 54. (Exhibit A)

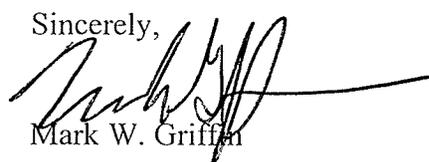
Proposed use: The proposed use of the land is for a single-family dwelling.

Chapter 61A

Agreement: Attached hereto as Exhibit B is a certified copy of the bona fide Standard Purchase and Sale Agreement dated August 5, 2021, between the Owner as Seller and Dermot Bolger as Buyer, as supplemented by a First Amendment also attached with Exhibit B, which is dated August 17, 2021.

In the event the Town elects not to exercise its option to purchase the Property, Chapter 61 A provides that the Town shall send written notice of non-exercise of such rights signed by the Select Board, to the Owner. For your convenience a form of Notice of Non-Exercise containing the information required by statute has been enclosed.

Thank you for your prompt consideration of this matter.

Sincerely,  
  
Mark W. Griffin

Enclosures

cc: (by certified mail)  
Massachusetts State Forester  
c/o Department of Conservation and Recreation  
251 Causeway Street, Suite 900  
Boston, MA 02114-2104

# EXHIBIT A



# EXHIBIT B

*Patricia A. Kelly Trustee*

DocuSign Envelope ID: 92880E30-D8AB-4F35-8BD5-2BE611DABF2E

STANDARD PURCHASE AND SALE AGREEMENT (#503)

The parties make this Agreement this 5<sup>th</sup> of August, 2021. This Agreement supersedes and replaces all obligations made in any prior Contract To Purchase or agreement for sale entered into by the parties.

1. Parties. 28 Ash Street Trust (Patricia A. Kelly, Trustee), the "SELLER," agrees to sell and Dermot Bolger, the "BUYER," agrees to buy, the premises described in paragraph 2 on the terms set forth below. BUYER may require the conveyance to be made to another person or entity ("Nominee") upon notification in writing to SELLER at least five business days prior to the date for performance set forth in paragraph 5. Designation of a Nominee shall not discharge the BUYER from any obligation under this Agreement and BUYER hereby agrees to guarantee performance by the Nominee.

2. Description of Premises. The premises (the "Premises") consist of: (a) the land with any and all buildings thereon known as 34 Ash Street, West Newbury MA 01985, as more specifically described in a deed recorded in the Essex South County Registry of Deeds at Book 13112, Page 442, [Certificate No. N/A ], a copy of which  is  is not [choose one] attached; and (b) all structures, and improvements on the land and the fixtures, including, but not limited to: any and all infrastructure, utility, and landscaping improvements.

Also included in the sale of the Premises is all of Seller's right, title and interest in and to any land lying in the bed of any existing public highway, street, road or avenue in front of or abutting or adjoining the Property or any portion thereof and any and all privileges, beneficial easements and restrictions, permits, certificates, variances, consents, approval, authorization, entitlements and other rights of whatever nature, appurtenant to, in favor of, or commonly enjoyed with the Premises, all of which Seller shall transfer and assign to Buyer on the Closing Date without additional consideration.

3. Purchase Price. The purchase price for the Premises is \$350,000.00 dollars of which  
\$ 1,000.00 were paid as a deposit with Contract To Purchase; and  
\$ 16,500.00 are paid with this Agreement;  
\$ 332,500.00 are to be paid at the time for performance by bank's, cashier's, treasurer's or certified check or by wire transfer.  
\$ 350,000.00 Total

4. Escrow. All funds deposited or paid by the BUYER shall be held in a non-interest bearing escrow account, by Stone Ridge Properties, as escrow agent, subject to the terms of this Agreement and shall be paid or otherwise duly accounted for at the time for performance. If a dispute arises between the BUYER and SELLER concerning to whom escrowed funds should be paid, the escrow agent shall retain all escrowed funds pending written instructions mutually given by the BUYER and the SELLER. The escrow agent shall abide by any final order or judgment of a Court of competent jurisdiction beyond any applicable appeal period concerning to whom the funds shall be paid.

5. Time for Performance. The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price at 12:00 o'clock PM on or before the 29th day of September, 2021, at the Essex Registry of Deeds or the office of Buyer's attorney, or at such other time and place as is mutually agreed in writing. TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT. Unless the deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land). SELLER'S attorney or other escrow agent shall disburse funds the next business day following

BUYER'S Initials BUYER'S Initials BUYER'S Initials *PAK* SELLER'S Initials SELLER'S Initials SELLER'S Initials

the date for performance, provided that the recording attorney has not reported a problem outside the recording attorney's control.

6. Title/Plans. The SELLER shall convey the Premises by a good and sufficient quitclaim deed running to the Buyer or to the BUYER'S nominee, conveying good and clear record and marketable title to the Premises, free from liens and encumbrances, except:

- (a) Real estate taxes assessed on the Premises which are not yet due and payable;
- (b) Betterment assessments, if any, which are not a recorded lien at the Time for Performance;
- (c) Federal, state and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
- (d) Rights and obligations in party walls;
- (e) Any easement, restriction or agreement of record presently in force which does not interfere with, prohibit, or adversely affect the construction of a single family residence on the Premises;
- (f) Utility easements in the adjoining ways; and
- (g) Matters that would be disclosed by an accurate survey of the Premises; and
- (h) All covenants, conditions, and restrictions included on the current deed as recorded in the Essex South Registry at Book 13112, Page 442.

If the deed refers to a plan needed to be recorded with it, at the time for performance the SELLER shall deliver the plan with the deed in proper form for recording or registration.

7. Title Insurance. BUYER'S obligations are contingent upon and the Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless title to the Premises is insurable for the benefit of Buyer by a recognized title insurer selected by Buyer, in their sole and absolute discretion, in a fee owner's title insurance policy (at normal premium rates) insuring BUYER'S title to the premises without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by paragraph 6 of this Agreement, and containing the following endorsements: (i) obligating the title company to increase its coverage (subject to payment of premium and acts of the insured) to insure all costs incurred in improving and developing the Premises; (ii) insuring access and contiguity to all adjacent highways, roads, streets, alleys and the like without strips, gores, or like intrusions; (iii) insuring Buyer's right to use all of the easements and grants appurtenant to the Premises; and (iv) insuring that there are no encroachments on the Premises and no lines, pipes or conduits (utility or otherwise) necessary for the use or operation of the Premises situated over, under or on any premises other than the Premises or require permission or consent of others. It is agreed that in the event of a title matter for which a title insurance company is willing to issue so-called "clean" or "affirmative coverage" over a known defect or problem, Buyer may elect to accept same but shall not be required to do so, and shall have the right, in the reasonable discretion of his counsel, to deem title to the premises unacceptable and to terminate this Agreement and receive their entire deposit forthwith.

8. Closing Certifications and Documents. The SELLER shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by the BUYER'S attorney, BUYER'S lender, BUYER'S lender's attorney or any title insurance company insuring the BUYER'S title to the Premises, including, without limitation, certifications and documents relating to: (a) parties in possession of the premises; (b) the creation of mechanics' or materialmen's liens; (c) the absence or presence of urea formaldehyde foam insulation ("UFFI"), and SELLER'S satisfaction of requirements

DS

BUYER'S Initials      BUYER'S Initials      BUYER'S Initials      SELLER'S Initials      SELLER'S Initials      SELLER'S Initials

concerning UFFI imposed upon residential sellers by statute and applicable regulations; (d) the HUD-1 Settlement Statement (or such other form of settlement statement acceptable to Buyer's or Buyer's lender's attorney, and other financial affidavits and agreements as may reasonably be required by the lender or lender's attorney; (e) the citizenship and residency of SELLER as required by law; and (f) information required to permit the closing agent to report the transaction to the Internal Revenue Service (g) a Trustee's Certificate executed by the Trustees of Seller regarding the incumbency of said Trustees and their authority to convey the Premises and execute documents in furtherance of the transaction contemplated by this agreement. At the time of delivery of the deed, the SELLER shall use monies from the purchase to clear the title, provided that all documents related thereto are recorded with the deed or within a reasonable time thereafter acceptable to the BUYER and, provided further, that discharges of mortgages from banks, credit unions, insurance companies and other institutional lenders may be recorded within a reasonable time after recording of the deed in accordance with usual conveyancing practices. The SELLER'S spouse hereby agrees to release all statutory, common law or other rights or interest in the Premises and to execute the deed, if necessary.

**9. Possession and Condition of Premises.** At the time for performance the SELLER shall give the BUYER possession of the entire Premises, free of all occupants and tenants and of all personal property, except property included in the sale, said Premises to be then: (i) in the same condition as they are now free and clear of all rubbish, debris, automobiles, and other items not integral to the Premises; (ii) not in violation of any building, zoning, health or environmental laws, bylaw, ordinances codes or regulations; and (iii) in compliance with the requirements of paragraph 6, , reasonable wear and tear excepted, with the SELLER to have performed all maintenance customarily undertaken by the SELLER between the date of this Agreement and the time for performance. The BUYER shall have the right to access the Premises within forty-eight (48) hours prior to the time for performance or such other time as may be agreed and upon reasonable notice to SELLER for the purpose of determining compliance with this paragraph. Until delivery of the deed, the SELLER shall maintain fire and extended coverage insurance on the Premises in the same amount as currently insured.

**10. Extension of Time for Performance.** If the SELLER cannot convey title as required by this Agreement or cannot deliver possession of the Premises as agreed, or if at the time of the delivery of the deed the Premises do not conform with the requirements set forth in this Agreement or the BUYER is unable to obtain title insurance in accordance with paragraph 7, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be extended for up to thirty (30) days, except that if BUYER'S mortgage commitment expires or the terms will materially and adversely change in fewer than thirty (30) days, the time for performance set forth in paragraph 5 shall be extended to one business day before expiration of the mortgage commitment. SELLER shall use reasonable efforts to make title conform or to deliver possession as agreed, or to make the Premises conform to the requirements of this Agreement. Excluding discharge of mortgages and liens, about which the SELLER has actual knowledge at the time of signing this Agreement, the SELLER shall not be required to incur costs or expenses totaling in excess of one-half (1/2) of one percent of the purchase price to make the title or the Premises conform or to deliver possession as agreed. If at the expiration of the time for performance, or if there has been an extension, at the expiration of the time for performance as extended, the SELLER, despite reasonable, good faith efforts, cannot make the title or Premises conform, as agreed, or cannot deliver possession, as agreed, or if during the period of this Agreement or any extension thereof, the SELLER has been unable to use proceeds from an insurance claim, if any, to make the Premises conform, then, at the BUYER'S election, any payments made by the BUYER pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER nor SELLER shall have further recourse or remedy

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against the other. Notwithstanding any other provision of the Agreement to the contrary, the provision of this Paragraph 10 shall not be construed to excuse SELLER from any condition within SELLER's control, including, vacating the Premises at the time set for performance hereunder for reasons such as unavailability of movers, inconvenience, or other such delays in performance hereunder.

11. Nonconformance of Premises. If the Premises do not conform to the requirements of paragraph 9 because they have been damaged by fire or other casualty (occurring after the date of this Agreement) that is covered by insurance, then the BUYER shall have the right to elect whether or not to proceed to accept the Premises and take title. If BUYER elects to proceed BUYER shall have the right to elect to have the SELLER pay or assign to the BUYER, at the time for performance, the proceeds recoverable on account of such insurance, less any cost reasonably incurred by the SELLER for any incomplete repairs or restoration. If the SELLER, despite reasonable efforts, has neither been able to restore the Premises to its former condition nor to pay or assign to the BUYER the appropriate portion of insurance proceeds, the BUYER shall have the right to elect to have the SELLER give the BUYER a credit toward the purchase price, for the appropriate amount of insurance proceeds recoverable less any costs reasonably incurred by the SELLER for any incomplete restoration.

12. Acceptance of Deed. The BUYER shall have the right to accept such title to the Premises as the SELLER can deliver at the time for performance and if extended, shall have such right at the time for performance, as extended. The BUYER shall also have the right to accept the Premises in the then current condition and to pay the purchase price without reduction of price. Upon notice in writing of BUYER'S decision to accept the Premises and title, the SELLER shall convey title and deliver possession. Acceptance of a deed by the BUYER or BUYER'S nominee, if any, shall constitute full performance by the SELLER and shall be deemed to release and discharge the SELLER from every duty and obligation set forth in this Agreement, except any duty or obligation of the SELLER that the SELLER has agreed to perform after the time for performance. Notwithstanding the foregoing, all warranties, if any, made by the SELLER shall survive delivery of the deed.

13. Adjustments. At the time for performance of this Agreement adjustments shall be made as of the date of performance for current real estate taxes, fuel value, water rates, sewer use charges, and prepaid premiums on insurance if assigned. The net total of such adjustments shall be added to or deducted from the purchase price payable by the BUYER at the time for performance. If the real estate tax rate or assessment has not been established at the time for performance, apportionment of real estate taxes shall be made on the basis of the tax for the most recent tax year with either party having the right to request apportionment from the other within twelve months of the date that the amount of the current year's tax is established. If the amount of real estate taxes is not known at the time of delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained.

14. Acknowledgment of Fee Due Broker. The SELLER and BUYER acknowledge that a fee of PER LISTING AGREEMENT for professional services shall be paid by the SELLER to Stone Ridge Properties, the "BROKER," at the time for performance. In the event of a conflict between the terms of this Agreement and a prior fee agreement with BROKER, the terms of the prior fee agreement shall control unless BROKER has expressly agreed to a change in writing. The BUYER and SELLER acknowledge receipt of a notice from BROKER, pursuant to 254 of the Code of Massachusetts Regulations Section 3.0 (13), regarding any agency relationship of the BROKER with the BUYER and/or the SELLER. The BUYER and SELLER understand that Steve Cavanaugh of Keller Williams, a real estate agent, is seeking a fee from Sandy Berkenbush of Stone Ridge Properties for services rendered as a  seller's subagent

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buyer's agent [choose one]. The BUYER and Sellers further represent and warrant that there are no other brokers with whom BUYER or SELLER have dealt in connection with the purchase of the Premises.

15. Buyer's Default. If the BUYER or BUYER'S Nominee breaches this Agreement, all escrowed funds paid or deposited by the BUYER shall be paid to the SELLER as liquidated damages. Receipt of such payment shall constitute the SELLER'S sole remedy, at law, in equity or otherwise, for BUYER'S default. The BUYER and SELLER acknowledge and agree that in the event of default by the BUYER the amount of damages suffered by the SELLER will not be easy to ascertain with certainty. The Buyer and Seller have taken these facts into account in setting the amount of the deposit and hereby agree that: (i) the amount of the deposit is the best pre-estimate of those damages which would accrue to Seller; (ii) the amount of the deposit represents damages and not a penalty against Buyer; and (iii) such deposit shall be retained by Seller as its full and liquidated damages in lieu of all other rights and remedies which Seller may otherwise have against Buyer at law or in equity for any such default under this Agreement.

16. Buyer's Financing. *(Delete if Waived)* The BUYER'S obligation to purchase is conditioned upon obtaining a firm written commitment for mortgage financing, containing no terms or conditions beyond BUYER'S reasonable ability to control or achieve, in the amount of at least 95% at prevailing rates, terms and conditions by 09/1/2021. The BUYER will use reasonable and diligent efforts to satisfy any conditions within BUYER'S control. If, despite such diligent efforts, the BUYER has been unable to obtain such written commitment the BUYER may terminate this Agreement by giving written notice that is received by SELLER or SELLER'S agent by 5:00 p.m. on the business day after the date set forth above, whereupon any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto. In the event that notice has not been actually or constructively received, this condition is deemed waived. Notwithstanding any other provision of this Agreement to the contrary, all of BUYER'S mortgage obligations set forth in this Agreement shall be deemed to have been satisfied and BUYER shall be deemed to have used reasonable diligent efforts upon the submission of one (1) mortgage loan application to a lending institution of the BUYER'S choice conforming to the foregoing provisions within three (3) business days of BUYER'S receipt of a copy of this fully-executed Agreement.

17. Inspections/Survey:

~~This Agreement is subject to the right of the Buyer to obtain, at his own expense, a home inspection of the premises by consultant of his own choosing within ten (10) days after the parties execution of this Purchase and Sale Agreement or within ten (10) days after the date of the parties' execution of an Offer to Purchase granting to the Buyer such right of inspection, whichever date is earlier, and which ten day period, it is agreed, expires on the date hereinafter set forth. The Buyer and his consultant shall have the right of access to the premises at reasonable times and in the presence of the Seller, upon twenty four (24) hours advance notice, for purposes of inspecting the condition of said premises. If the Buyer is not satisfied with the results of such inspection, this Agreement may be terminated without legal or equitable recourse to either party by the Buyer at his election the parties thereby releasing each other from all liability under this Agreement, and the deposit shall be returned to the Buyer, provided, however, that the Buyer shall have notified the Seller and Broker, in writing, on or before the expiration date herein after specified of his intention to so terminate; failure to so notify will not excuse the Buyer from performance hereunder. In the event the Buyer does not elect to have such inspection or to so terminate within ten (10) days the Seller and the Broker are hereby released from liability relating to defects in the premises which the Buyer or Buyer's consultant could reasonably have been expected to discover.~~

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It is hereby agreed that the ten (10) day period granted to the Buyer for home inspection shall expire on N/A.

18. **Lead Paint Laws.** For premises built before 1978 BUYER acknowledges receipt of the "Department of Public Health Property Transfer Notification" regarding the Lead Law, acknowledges verbal notification of the possible presence of lead hazards and the provisions of the Federal and Massachusetts Lead Laws and regulations, including the right to inspect for dangerous levels of lead. Occupancy of premises containing dangerous levels of lead by a child under six years of age is prohibited, subjected to exceptions permitted by law. BUYER further acknowledges that neither the SELLER nor any real estate agent has made any representation, express or implied, regarding the absence of lead paint or compliance with any lead law, except as set forth in writing. BUYER assumes full responsibility for compliance with all laws relating to lead paint removal, if required by law, and related matters (in particular, without limitation, Mass. G.L., c. 111, § 197), and BUYER assumes full responsibility for all tests, lead paint removal and other costs of compliance.

19. **Smoke and CO Detectors/Wood Stove Permit.** N/A.

20. **Warranties and Representations.** The SELLER represents and warrants that the Premises  is  is not [choose one] served by a septic system or cesspool. [If yes, a copy of the Title 5 Addendum is attached.] The SELLER further represents that there  is  is no  has no knowledge of [choose one] underground storage tank. The SELLER further represents that there  is  is no [choose one] UFFI within the Premises, but SELLER has not tested the Premises for the presence of formaldehyde gas. The SELLER further represents and warrants that SELLER has full authority to enter into this Agreement. The BUYER acknowledges that BUYER has not relied upon any warranties or representations other than those incorporated in this Agreement, except for the following additional warranties and representations, if any, made by either the SELLER or the SELLER'S real estate agent: **NONE**

21. **Notices.** All notices required or permitted to be made under this Agreement shall be in writing and delivered in hand, sent by certified mail, return receipt requested or sent by United States Postal Service overnight Express Mail or other overnight delivery service, addressed to the BUYER or SELLER or their authorized representative at the address set forth in this paragraph. Such notice shall be deemed to have been given upon delivery or, if sent by certified mail on the date of delivery set forth in the receipt or in the absence of a receipt three business days after deposited or, if sent by overnight mail or delivery, the next business day after deposit with the overnight mail or delivery service, whether or not a signature is required. Acceptance of any notice, whether by delivery or mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law. [If there are multiple buyers, identify the mailing address of each buyer in paragraph 23.]

BUYER	<b>Dermot Bolger</b>  Amesbury, MA 01913	SELLER	<b>28 Ash Street Trust</b>  28 Ash Street West Newbury, MA 01985  AND Per Seller Rider
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22. **Counterparts/Facsimiles/Construction of Agreement.** This Agreement may be executed in counterparts. Signatures transmitted by facsimile shall have the effect of original signatures. This Agreement shall be construed as a Massachusetts contract; is to take effect as a sealed

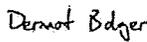
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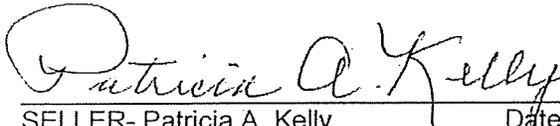
instrument; sets forth the entire agreement between the parties; is binding upon and is intended to benefit the BUYER and SELLER and each of their respective heirs, devisees, executors, administrators, successors and assigns; and may be canceled, modified or amended only by a written agreement executed by both the SELLER and the BUYER. If two or more persons are named as BUYER their obligations are joint and several. If the SELLER or BUYER is a trust, corporation, limited liability company or entity whose representative executes this Agreement in a representative or fiduciary capacity, only the principal or the trust or estate represented shall be bound, and neither the trustee, officer, shareholder or beneficiary shall be personally liable for any obligation, express or implied. The captions and any notes are used only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties. Any matter or practice which has not been addressed in this Agreement and which is the subject of a Title Standard or Practice Standard of the Massachusetts Conveyancers Association at the time for performance shall be governed by the Standards and Practices of the Massachusetts Conveyancers Association.

23. Additional Provisions.

- Town approvals include the following: Septic Design.
- Building lot approximately 2.73 acres. Approved private driveway.
- Removal of 61-A after P&S.
- See Buyer and Seller Riders attached hereto and incorporated herein by reference.

UPON SIGNING, THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK ADVICE FROM AN ATTORNEY.

DocuSigned by:  
  
 102410CF38E740E...  
 BUYER- Dermot Bolger \_\_\_\_\_ Date

  
 SELLER- Patricia A. Kelly, \_\_\_\_\_ Date  
 Trustee of the 28 Ash Street Trust

\_\_\_\_\_  
BUYER \_\_\_\_\_ Date

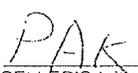
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SELLER- \_\_\_\_\_ Date

\_\_\_\_\_  
BUYER \_\_\_\_\_ Date

\_\_\_\_\_  
SELLER \_\_\_\_\_ Date

Escrow Agent. By signing below, the escrow agent agrees to perform in accordance with paragraph 4, but does not otherwise become a party to this Agreement.

\_\_\_\_\_  
ESCROW AGENT or representative \_\_\_\_\_ Date

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Seller's Addendum to Purchase and Sale Agreement

Rider to Purchase and Sale Agreement dated August 4, 2021, by and between 28 Ash Street Trust, SELLER, and Dermot Bolger, BUYER (the "Agreement").

1. From and after the date of this Agreement, SELLER agrees to permit BUYER and its designees, reasonable access, at reasonable times, to the said Premises. Said right of access shall be exercised only in the presence of SELLER or its agent, and only after reasonable prior notice to the SELLER and with SELLER's prior consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Under no such circumstance shall the BUYER or any designee of the BUYER be allowed to make any sort of alteration to the Premises during their access, without the prior written consent of the SELLER. In consideration of the foregoing, BUYER agrees to indemnify, defend and hold harmless the SELLER from any and all costs (including reasonable attorney's fees), damages and claims for damage to property or persons caused by BUYER or BUYER's agent(s) while on the Premises or as a result of BUYER or BUYER's agent(s) being on the Premises unless caused by SELLER's gross negligence, intentional misconduct, or was a pre-existing condition at the Premises. BUYER's indemnification herein shall be in addition to, and not in any way limited by the deposit amounts held pursuant to this Agreement. Such access shall be limited to four (4) visits, not including the final walkthrough. This indemnity shall survive the Closing and delivery of the deed hereunder, or termination of this Agreement.
  
2. BUYER represents and agrees that BUYER has been provided ample opportunity to conduct any and all inspections of the Premises desired by the BUYER, including, without limitation, mechanical, structural, utility systems, septic systems, pest, termite, lead paint, asbestos, radon, mold and any hazardous chemicals, materials or substances being conveyed with the Premises as provided in this Agreement, and that BUYER accepts the Premises "AS IS" (as of the time of BUYER's inspection), reasonable use and wear thereof excepted, and is not relying upon any representations of the SELLER or SELLER's agents regarding the Premises (structural or otherwise), including, without limitation, as to the character, quality, use, value, quantity or condition of the Premises, except as expressly set forth herein. BUYER has assumed the responsibility to check with appropriate planning authorities (including, but not limited to, zoning boards, planning boards, building inspectors, rent control boards and housing authorities), and unless otherwise set forth herein, holds SELLER harmless as to the suitability of the Premises for BUYER's occupancy or the completeness or status of any work done or uncompleted on the Premises. Any statements which may have previously been made by the SELLER, including without limitation in any realtor's/broker's questionnaire or so-called "Seller's Disclosure Statement" or property listing information, if any, are specifically hereby voided and are superseded by this Agreement unless expressly set forth herein. BUYER further acknowledges and agrees that this provision has been specifically negotiated between SELLER and BUYER, that BUYER has been represented by counsel in said negotiation, and that SELLER would not enter into this Agreement but for the inclusion of this acknowledgement and disclaimer herein. This paragraph survives the

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- delivery of the deed.
3. Buyer agrees to make best efforts to notify Seller of any title issues at least fourteen (14) days prior to the closing date, but the Buyer's inability to do so regardless of their best and reasonable efforts shall not constitute default herein.
  4. This Addendum is executed in conjunction with the Purchase and Sale Agreement referenced above ("Agreement") and is to be integrated into same. To the extent that there are any inconsistencies or conflicts between the Agreement or any addendums thereto and this Addendum, the attached Addendums shall control.
  5. It is hereby agreed that Buyer's and Seller's counsel are hereby granted due authority and power to execute extensions of any clause or provision of this Agreement including the date for performance on behalf of their client(s). Further, for purposes of this Agreement, email transmissions and/or facsimile signatures on such written instruments shall be binding.
  6. Both parties represent to each other that they have not dealt with any real estate broker with respect to this transaction except for the ones listed in this Agreement. If either party were to breach the foregoing representation, the breaching party shall indemnify and hold the non-breaching party harmless from any claim, loss, damage, cost or liability for any brokerage commission or fee which may arise due to such breach. The Buyer's and Seller's representations to each other as set forth in this paragraph shall survive the delivery of the deed.
  7. In the event the Buyer records a copy of this Purchase and Sale Agreement, Seller may at Seller's option declare this Agreement null and void and Buyer shall be deemed to be in default of its obligations hereunder.
  8. Any notices required or permitted to be given hereunder shall be in writing and sent via registered or certified mail, postage prepaid, return receipt requested, hand delivered, sent by Federal Express or other overnight delivery service, or sent by electronic mail or facsimile provided with proof of delivery. Any such notice shall be deemed given when so delivered in hand, or if sent via email or facsimile or by Federal Express or other overnight delivery service, when so sent, or, if mailed, when deposited in the U.S. Postal service. All such notices shall be addressed in the case of the Seller to:

Sarah A. Wolf, Esq.  
Finneran & Nicholson, P.C.  
30 Green Street  
Newburyport, MA 01950  
Phone 978-462-1514 ext. 115  
Fax 978-465-2584  
[sarah@finnic.com](mailto:sarah@finnic.com)

In the case of the Buyer:

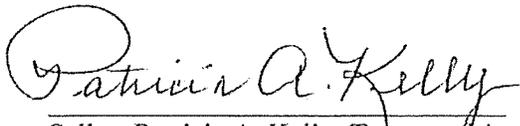
Jonathan M. Ofilos, Esq.  
Tinti & Navins, P.C.  
27 Congress Street, Suite 414  
Salem, MA 01970  
Phone: 978-745-8065 xt. 115  
Fax: 978-745-3369  
Email: jofilos@tintinavins.com

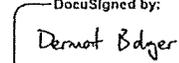
9. Any representations made by the Seller in the P&S or any addendum thereto are made upon the Seller's actual knowledge and belief and not upon any independent investigation and without any duty to make such investigation.
10. Survey Affidavit: With the exception of a customary form Mechanic Lien/Parties in Possession Affidavit, Seller shall not be required to sign a survey affidavit or any document that makes any representation as to boundaries, title, encroachments, or compliance with zoning, building or other laws except for the standard title insurance affidavit necessary to exclude the parties-in-possession and mechanic's liens necessary to delete the parties-in-possession and mechanics liens exceptios from Buyer's owner's and lender's title insurance policy..
11. The SELLER shall, at the time of closing agrees to pay discharge tracking fees not in excess of \$125 per discharge and wire fees not in excess of \$50 per wire, as well as overnight mail fees of no more than the actual cost thereof.
12. In light of COVID-19, Buyer's attorney will use best efforts to provided SELLER's attorney with SELLER related closing documents prior to closing to permitted the executions of all closing documents, with the exception of a deed and power of attorney which shall be signed by SELLER, under power of attorney and/or by "mailaway" or in whatever such format as may be then practicable and acceptable to lender's counsel.
13. The parties acknowledge that each party has been given the opportunity to consult with an attorney of their choosing, regarding the legal consequences of this document and by signing said document acknowledge that he/she has either consulted with an attorney or desires not to do so. The parties acknowledge that this is a legal document which may affect each party's legal rights.
14. If this Rider, the Agreement, or any other provisions by way of reference incorporated herein shall contain any term or provision which shall be invalid, then the remainder of the Purchase and Sale Agreement or other instrument by way of reference incorporated herein, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law.
15. This transaction shall be governed by the title and practice standards of the Real Estate Bar Association for Massachusetts (REBA) where applicable.
16. In the event that any provision of this agreement is in conflict with the provisions contained

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in this Rider, the terms of this Rider shall control.

17. The sale of the Premises is subject to and contingent upon the Town of West Newbury's right of first refusal pursuant to MGL Chapter 61A. In the event the Town of West Newbury has not made a decision on the non-exercise of its right of first refusal (either by written notice of non-exercise or by the failure to timely exercise its rights) on or before the time for performance set forth in paragraph 5 of the P&S then the time for performance shall be extended to a date that is seven (7) days (or such earlier date as is mutually agreed upon by the parties) from the non-exercise of the right of first refusal by the Town of West Newbury. In the event the town of West Newbury exercises its right of first refusal in compliance with said Chapter 61A this Agreement shall terminate the deposit shall be refunded to the Buyer and neither party shall have any further obligations hereunder. The Seller shall provide a Waiver of Right of First Refusal or Affidavit of Seller regarding notice and the Town's failure to respond, in recordable form, acceptable to Buyer's Title Insurance Company.

  
\_\_\_\_\_  
Seller- Patricia A. Kelly, Trustee of the  
28 Ash Street Trust

DocuSigned by:  
  
\_\_\_\_\_  
162A10CE30E740E...  
Buyer- Dermot Bolger

**RIDER A  
TO PURCHASE AND SALE AGREEMENT  
FOR 34 ASH STREET  
WEST NEWBURY, MA 01985**

**SELLER:** PATRICIA A. KELLY AS TRUSTEES OF THE 28 ASH STREET TRUST, of 28 Ash Street, West Newbury, Massachusetts, 01985 (“SELLER”)

**BUYER:** DERMOT BOLGER, of [REDACTED] Amesbury, Massachusetts 01913 (“BUYER”)

**DATE OF AGREEMENT:** August 4, 2021

**DATE FOR DELIVERY OF DEED:** September 29, 2021 12:00 p.m. Eastern Standard Time

25. Incorporation of Rider. This Rider supersedes, modifies and amends and is hereby incorporated into the Purchase and Sale Agreement. In the event of any conflict between either of the incorporated Riders and said Purchase and Sale Agreement, the terms of the Riders shall control.

26. Entire Agreement. The execution of this Purchase and Sale Agreement and the incorporated Riders shall be considered the entire contract between the SELLER and BUYER, and shall be deemed a termination of all written and oral offers, agreements and negotiations between the SELLER and BUYER with respect to the subject property.

27. Extension of Time for Performance. The extension provided for in Section 10 of this Agreement may, upon the agreement of the parties, be for a shorter period of time than the thirty (30) days provided for in said paragraph provided that such reduce period is set forth in a written notice delivered at or before the original time for delivery of the deed.

28. Encroachments. Without limitation, the premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:

- (i) All means of access to the premises shall be wholly within the lot lines of the premises and shall not encroach upon or under any property not within such lot lines.
- (ii) Said premises abut a public way, duly laid out or accepted as such by the town in which said premises are located
- (iii) No building, structure, septic system, improvement or property of any kind, if any, encroaches upon or under said premises from other premises.

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34 Ash Street, West Newbury, MA  
August 4, 2021

(iv) The Premises comply with the zoning ordinances of the city or town in which the premises are located and the provisions of Massachusetts General Laws Chapter 40A or are validly nonconforming for the construction of a single family residential dwelling on the premises.

29. Buyer's Acceptance of Title. In the event this Agreement contains any provision that the BUYER shall accept the title of the SELLER subject to easements and restrictions of record, if any, then such acceptance of title subject to easements and restrictions of record shall be limited to those of record, if any, insofar as may be in force and effect, which do not adversely affect the Premises or the use thereof by the BUYER for the construction of a single family residence and which (i) are acceptable to the BUYER'S lender granting the financing for the premises (ii) give no rights to anyone to enter upon, cross or use any portion of the premises, (iii) have been duly satisfied of record at or prior to the closing in the event consent(s) or approval(s) are needed, and (iv) have been duly complied with of record (without limitation, a certificate of compliance) at or prior to the closing in the event of any order of condition or any other state, county, or municipal (or any sub-divisions thereof) requirements of record in connection with the premises, except for that certain Order of Conditions issue by the Town of West Newbury date May 19, 2021 and recorded with the Essex South Registry of Deeds in Book 39933, Page 530.

30. Governmental Approvals. This Agreement and all BUYER'S obligations hereunder are contingent upon the BUYER obtaining final approvals, beyond any applicable appeal period, of any and all Federal, State, or municipal permits, approvals, and entitlements, necessary for the construction of a single-family residence at the Premises, based on plans acceptable to BUYER, in BUYER'S sole and absolute discretion (the "Improvements"), including, without limitation, approval of the plans and design for a septic system sufficient to service the dwelling to be constructed at the Premises, the approval a private driveway at the Premises with access to a public way, and the issuance of a building permit for the construction of the Improvements at the Premises. In the event BUYER is unable to obtain all necessary approvals as set forth above prior to the Time for Performance, the BUYER shall have the right to terminate this Agreement by delivering written notice to SELLER on or before the Time for Performance. In the event BUYER delivers such notice as set forth herein, the deposit shall be returned to BUYER forthwith and this Agreement shall be deemed canceled and null and void, and shall have no further force or effect, and the parties shall have no further rights or obligations hereunder.

31. Seller's Default. In the event the transaction contemplated hereby does not occur as provided herein by reason of the default of SELLER, BUYER may, in addition to any other remedy of BUYER, elect to: (i) terminate this Agreement by giving written notice thereof to SELLER, in which event the Deposit shall be released by Escrow Agent to Buyer forthwith and the parties shall have no further obligation to each other hereunder; (ii) waive such default and consummate the transaction contemplated hereby in accordance with the terms or this Agreement; or (iii) enforce specific performance of SELLER'S obligation to convey the Property.

32. Delivery by Seller. At or prior to the time of delivery of the deed hereunder, in addition to all other documents required to be delivered by SELLER, SELLER shall deliver to BUYER:

(a) All documents reasonably necessary in order for BUYER to obtain title insurance on the Premises without the standard exceptions for mechanic's liens and parties in possession;

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34 Ash Street, West Newbury, MA  
August 4, 2021

36. Nonconformance of Premises. If the Premises do not conform to the requirements of Paragraph 9 due to casualty or taking by eminent domain, then the Buyer shall have the right to elect whether not to proceed to accept the Premises and take title.

37. Notice of Violation. SELLER hereby represents that, to the best of SELLER’S actual knowledge and belief but without independent duty to investigate, no notice or communication has been received by SELLER from any public authority that there exists with respect to the Premises any condition which violates any municipal, state or federal law, rule or regulation which has not heretofore been rectified or otherwise disclosed herein, nor is the SELLER aware of any such violation. Further, SELLER hereby represents to the best of SELLER’S actual knowledge and without independent duty to investigate that as of the date hereof, there is no pending SELLER bankruptcy, mortgage foreclosure, eminent domain, or other proceeding that might in any material way impact adversely on the SELLER’S ability to perform on the closing date. However, if SELLER learns or receives notice of any of the following with respect to the Property, it shall promptly notify the BUYER in writing:

- (a) Law – any violation of any law, ordinance, regulation or law that would or might materially affect any of the Premises;
- (b) Zoning – any proposed change in any zoning affecting the use or development of any of the Premises;
- (c) Litigation – any pending or threatened litigation that affects any of the Premises or that could affect the sale to the BUYER;
- (d) Bankruptcy – any pending or threatened insolvency proceedings or bankruptcy that could affect any of the Premises or any of the parties owning interest in the Premises, including but not limited to the SELLER; and
- (e) Environment – any clean-up, any other authority regulated removal procedure, any reported notification of the existence and/or release of any Hazardous Substances and any claims relating to damage caused by the presence, removal or release of Hazardous Substances.

38. Sole Owners. SELLER represents it is the sole owners of the property and that there is no other person with a right of homestead to the premises to be transferred.

39. Execution of Deed. In the event that the SELLER is a natural person, SELLER shall execute the deed personally. It is hereby acknowledged and agreed that a deed executed under a power of attorney shall not constitute a satisfactory deed under the terms and conditions of this Agreement.

40. Representations.

- (a) The SELLER agrees, that from the date hereof through the Closing Date (the “Pendency Period”), SELLER shall:
  - (i) Not lease or enter into any tenancy or occupancy agreement with regard to the Premises or any portion thereof, or amend any existing leases, tenancy or

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(b) An assignment of all permits, licenses, approvals, plans leases and contracts, if any, relating to the Premises;

(c) A Quitclaim Deed in recordable form duly executed and acknowledged by SELLER conveying to BUYER, or its assignee or nominee, good and clear record and marketable title to the Premises in fee simple;

(d) A duly executed Trustee Certificate in recordable form establishing the Trustee's incumbency and authority to convey the Premises; and

(e) A duly executed Waiver of Right of First Refusal from the Town of West Newbury pursuant to M.G.L. c. 61-A or Affidavit of Seller regarding Notice, acceptable to Buyer's title insurance company in its sole and absolute discretion.

(f) such other documents and certificates as may be reasonably and customarily required or appropriate to effect the consummation of the transaction which is the subject of this Agreement. The SELLER agrees to sign all such required documents containing true information. The SELLER further agrees that the inability of the BUYER to perform hereunder, insofar as it is the result of the SELLER'S failure to sign said forms, and insofar as it is the result of the information furnished by the SELLER shall not be a breach of this Agreement by the BUYER and shall give rise to the BUYER'S option of extending this Agreement for a period of seven days or terminating this Agreement and receiving back forthwith all deposits paid hereunder.

33. Outstanding Mortgages. SELLER agrees to assist the BUYER or the Buyer's counsel with such letter or phone calls that the holders of any mortgages may require from the SELLER as a condition to receiving payoff figures or as a condition to paying off such mortgage and any other liens concerning the premises. With respect to any home equity line of credit secured by a mortgage on the premises, the SELLER shall notify the lender thereof to terminate the line of credit at least fourteen (14) days before the date for delivery of the deed and to request that such termination be noted in any communication with the Buyer's attorney or the Buyer's lender's attorney.

34. Underground Storage Tanks/Hazardous Material. Notwithstanding any other provision of this Agreement to the contrary, SELLER represents that (a) to the best of SELLER'S actual knowledge and belief but without independent duty to investigate, there are no underground oil or other fuel storage tanks or related apparatus, including without limitation, piping, on the Premises, that no such tanks or apparatus have been removed from the Premises, and that no oil or other fuel from any such tanks or apparatus has been released into the soil on the Premises; (b) Seller has never generated, stored, or disposed of any hazardous waste materials on the Premises; and (c) to the best of SELLER'S actual knowledge and belief but without independent duty to investigate, there are no articles or substances on the Premises which are toxic or hazardous other than any material or substance lawfully stored, used or found in a residential dwelling.

35. Betterments/Assessments. SELLER represents, to the best of SELLER'S actual knowledge but without independent duty to investigate, that there are no present or pending special assessments or betterments assess or approved against the Premises.

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occupancy agreements, without BUYER'S prior written consent in each instance;

- (ii) Not make or permit to be made any material alterations, improvements or additions to the Premises without the prior written consent of the BUYER, which consent shall be in BUYER'S sole discretion;
  - (iii) Not seek any change of the zoning status of the Premises, unless such change is required pursuant to this Agreement;
  - (iv) Promptly deliver to BUYER copies of any written notice received by SELLER prior to or during the Pendency Period regarding any and all actions, suits or other proceedings affecting the Premises in any way, or the use, possession or occupancy thereof which may adversely affect BUYER or the Premises;
  - (v) Promptly deliver to BUYER copies of notices received by the SELLER prior to or during the Pendency Period of: (a) releases of Oil and Hazardous Materials; or (b) any actual or threatened condemnation of the Premises or any portion thereof given to SELLER on behalf of any federal, state or local agency;
  - (vi) Not grant any easement or other rights in the Premises which, in BUYER'S judgment, would interfere with BUYER'S proposed use of the Premises without BUYER'S prior written consent which Buyer may withhold in its sole and absolute discretion.
- (b) SELLER represents, to the best of SELLER'S actual knowledge but without independent duty to investigate, to BUYER as follows:
- (i) Neither SELLER nor its agents or servants have received from any governmental authority, written notice of any violation of any municipal, state or federal law, by-law, ordinance, rule, code or regulation affecting or relating to the Premises which has not heretofore been cured, including without limitation, written notice of any condemnation of the Premises or any part thereof or of any change in the zoning applicable thereto;
  - (ii) The Premises is separate legal parcel in accordance with applicable Massachusetts state, and local laws, ordinances, and regulations, and a "buildable lot" under the Town of West Newbury's municipal Zoning By-Laws.
  - (iii) There is no pending, or threatened, litigation or claim against SELLER which would affect the Premises or for which BUYER would be liable after the Closing or which would affect SELLER'S ability to perform under this Agreement;
  - (iv) To the best of SELLER'S actual knowledge and belief but without independent duty to investigate, there are no prior of pending actions with respect to the

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Premises under any federal, state or local statute, ordinance or regulation relating to Oil and Hazardous Materials, and SELLER has not received notice of any such action or possible action;

(v) SELLER is the record fee owner of the Premises, and has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and the execution and delivery of this Agreement and the performance by SELLER of its obligations hereunder have been duly authorized by all managers and members and will not conflict with, or result in a breach of any order or decree of any governmental authority or any agreement or instrument to which SELLER is a party or by which it is bound.

(c.) Each of the representations herein shall remain operative and in full force and effect and shall be true as of the Closing Date with the same effect as though made at and as of the Closing Date.. SELLER will promptly notify BUYER of any change in facts that arise prior to the delivery of the deed which would make any such representation untrue if such state of facts had existed on the date of execution of this Agreement. If it is determined that any of the representations herein are false, the BUYER shall have the right to terminate this Agreement. The BUYER shall have the right to purchase the premises notwithstanding that one or more of the conditions of SELLER’S representations and covenants herein shall not have been fulfilled or satisfied.

41. Fiscal Year. All references to the current year and like references shall be construed to mean the then current fiscal tax period within which such taxes are payable.

42. Assignment of Permits, Approvals, Plans. SELLER hereby agrees to transfer and assign to BUYER, without additional consideration, at the closing all plans, approvals, permits, consents, authorizations, entitlements, warranties, and other interests relating to the Premises and the construction of proposed dwelling on the Premises, if any, upon recording of deed and receipt of proceeds.

43. Risk of Loss. Notwithstanding any other provision of this Agreement to the contrary, all risk of loss and liability for casualty shall remain with the SELLER until the deed is accepted by BUYER, duly recorded, and the purchase price is paid in full.

44. Errors. If any errors or omissions are found to have occurred in any calculation or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within sixty (60) days of the date of the delivery of the deed to the party to be charged, then such party agrees to make a payment to correct the error or omission.

45. Internal Revenue Code Section 1445. SELLER represents to BUYER, that SELLER, or its principals, are not “foreign persons” as defined in Section 1445, and therefore, the Buyer and closing counsel are not required under Section 1445 of the Internal Revenue Code to withhold any taxes upon the disposition of the Premises to the Buyer, and SELLERS agree to execute an affidavit to this effect at the closing.

46. Signatures. For purposes of this agreement, facsimile signatures or electronic signatures in compliance with the Massachusetts E-Sign law of the parties or their attorneys shall be construed and treated for all purposes as original signatures.

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- (c) No claim, counterclaim or cause of action for any loss or damage resulting from an extension, pursuant to this Rider, shall be initiated or maintained by SELLER against BUYER or by BUYER against SELLER, unless caused by breach of the terms of this Rider.
- (d) No claim, counterclaim or cause of action for any loss or damage resulting from an extension, pursuant to this Rider, shall be initiated or maintained by SELLER and BUYER against Attorney for the SELLER or BUYER.
- (e) *Time is of the essence.*

50. Death of Buyer. In the event of the death of one or more of the BUYERs prior to the date of performance, then at the option of the surviving BUYER, or the legal representative of either of them, this Agreement may be terminated without obligation, and all deposits made by the BUYERs shall be refunded.

51. Settlement Services. The BUYER and SELLER acknowledge that the BUYER's attorney may be asked to provide services as settlement agent and/or legal services on behalf of the BUYER's mortgage lender, if any, in addition to the representation of the BUYER in this transaction. BUYER and SELLER agree to this dual representation of BUYER and Lender by Buyer's attorney.

52. Wired Funds and Fraud Warning. Wire fraud and other fraudulent schemes in real estate transactions are on the increase. Be suspicious of all requests for you to wire money, for money to be wired to you or for you to provide personal information, even a request appearing to come from your own attorney or real estate agent. Before sending a wire, ALWAYS verify the correct wiring instructions with the actual intended recipient using contact information known by you to be correct or independently verified. Phone verification is best. DO NOT simply reply to or trust the contact information in an email that tells you to send a wire. Wiring instructions seldom if ever change during a transaction, so be highly suspicious of any changes to wiring instructions previously verified. You should not provide your wiring instructions or personal information to anyone without verifying the identity of the requestor. The lawyers, law firms, real estate agents and real estate brokerage companies in this transaction are not responsible for any wire sent by you based on fraudulent, falsified or altered wiring instructions, or for compromise of your bank account information or other personal information through phishing, spoofing or other fraudulent means. Notwithstanding any agreement to the contrary, the transmittal of proceeds of the sale by wire transfer shall be subject to the satisfaction in the discretion of the conveyancing attorney that the instructions given are accurate and duly authorized, together with a "wet ink" indemnity from the party giving the instructions.

53. Legally Binding Document. The parties hereto acknowledge that this is a legal document that creates binding obligations and that they have been offered the opportunity to confer with qualified legal counsel of their own choosing and at their own expense prior to the signing of this Agreement.

*Remainder of Page Intentionally Left Blank;  
Signature Page to Follow*

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47. Business Day. In the event that any deadline or date for performance or providing notice contained herein (including, without limitation, any contingencies or extensions of the time for performance under this Agreement), falls on a Saturday, Sunday or legal holiday, as the case may be, such deadline or other date shall be automatically extended to the immediately following business day.

48. Covid – 19. The parties agree and acknowledge that in the event either the BUYER, BUYER’S lender, SELLER, any of their respective attorneys and their service providers, or the Registry of Deeds or other government agency becomes the subject of a voluntary or mandatory Covid-19 virus quarantine or closure prior to or at the time for performance hereunder that results in the parties inability to perform on the Closing Date stated herein, the closing shall be automatically extended at the request of either party for a period of up to a maximum delay of fifteen (15) calendar days from the stated closing date unless the parties otherwise mutually agree to extend the performance date further. Upon the expiration of the maximum fifteen (15) calendar day extension, if still unable to close due to the circumstances described herein, the BUYER may terminate this Agreement through written notice to the SELLER, with the return of the full amount of the deposit to the BUYER forthwith. The parties agree to use the guidelines established by the title company to be used by BUYER’S attorney for this transaction in the event that a municipal lien certificate and/or final readings cannot be obtained for closing. Further, in the event that the Registry of Deeds is not accepting recordings whether electronically or in person, then gap coverage will be utilized and the SELLER (not under Power of Attorney) shall execute a Gap Coverage Affidavit and deliver to closing with the original Deed.

49. TRID. The BUYER and SELLER acknowledge that mortgage regulations effective October 3, 2015, may affect the ability to close on the date and time specified in this purchase and sale agreement. To provide for possible delays and to accommodate each other reasonably if needed, the SELLER and BUYER agree as follows:

- (a) In the event BUYER’S mortgage lender is unable to close on the closing date set for the in the executed Purchase & Sale Agreement, the closing date shall be extended upon written notice from BUYER to SELLER for a period not to exceed eight (8) business days, time remaining of the essence. Notwithstanding specification of the extended closing date in BUYER’S written notice, the BUYER retains the right to further extend the closing date, if required by BUYER’S lender, by subsequent written notice, provided that such further extension shall in no event exceed eight (8) days from the original closing date in the Purchase and Sale Agreement.
- (b) All utility readings (water, sewer, fuel value, electric, etc., as applicable), adjustments further referenced in the Purchase and Sale Agreement (taxes, condominium fees, rental adjustments, repairs, personal property, etc., as applicable) and any other fees associated with the transaction (home inspection, pest inspection, realtor reimbursements, attorney’s fees, etc., as applicable) shall be conducted no later than five (5) business days prior to the specified closing date. SELLER and/or SELLER’S listing agent and/or SELLER’S attorney, if any, shall ensure all readings and adjustments are established on or prior to the 5th business day before the closing and shall be forwarded to the closing attorney as soon as possible, but in no event later than the 5th business day prior before the closing. The Closing Disclosure Statement and Settlement Statement, if any, shall reflect payment and adjustments as of the reading date, with the exception of the real estate tax proration or condo fee adjustment which shall be made as of the closing date. There shall be no further adjustment between the parties unless otherwise agreed.

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Executed on the date first written above.

SELLER:

28 ASH STREET TRUST

*Patricia A. Kelly*  
By: \_\_\_\_\_

Name: Patricia A. Kelly  
Its: Trustee

BUYER:

DERMOT BOLGER

*Dermot Bolger*  
dotloop verified  
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Dermot Bolger, Individually

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34 Ash Street, West Newbury, MA  
August 4, 2021

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

Seller: Patricia A. Kelly, Trustee of the 28 Ash Street Trust  
Buyer: Dermot Bolger  
Property: 34 Ash Street, West Newbury, MA 01985

For valuable consideration received, the receipt and sufficiency of which is hereby acknowledged, the Parties to the above-referred Purchase and Sale Agreement signed on or about August 5th, 2021 (the "Agreement"), hereby amend the Agreement as follows:

1. Paragraph 2 section (a), of the Agreement is hereby amended to read:

"The premises (the "Premises") consist of:

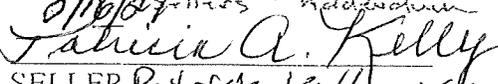
a) The land with any and all buildings thereon known as 34 Ash Street, West Newbury, MA 01985, as shown as Lot D on a plan entitled, "Plan of Land for Twenty-Eight Ash Street Trust, Ash Street, West Newbury, Massachusetts, Map R-9, Lots 9, 10, & 12" dated August 5, 2005 and prepared by Mill River Consulting, said plan being recorded in the Essex South Registry of Deeds in Plan Book 391, Page 54. Lot D contains 2.726 acres, more or less, according to said plan. Said Premises being a portion of the land more specifically described in a deed recorded in said Registry at Book 13112, Page 442, a copy of which is not attached;"

2. In the event there is a conflict between the provisions of this First Amendment, and the provisions contained in the original Purchase and Sale Agreement, the provisions of this First Amendment shall control.
3. In all other respects, the provisions of the original Purchase and Sale Agreement shall remain in full force and effect.
4. Time is of the essence as regards this First Amendment and the original Purchase and Sale Agreement.
5. This document may be executed in counterparts.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the dates recited below.

  
BUYER Dermot Bolger by his

Dated: 8/16/21  
*Witness per Para 5 of addendum*

  
SELLER Patricia Kelly, Trustee

Dated: 8/17/21

NOTICE OF NON-EXERCISE OF OPTION TO PURCHASE  
PURSUANT TO G.L. CHAPTER 61A

Owner: Patricia A. Kelly, Trustee of 28 Ash Street Trust u/d/t July 12, 1995  
And recorded with the Southern Essex Registry of Deeds at Book 13112, Page 434.

Land: Approximately 2.726 acres of land located at 34 Ash Street, West Newbury, MA, subject to G.L. Chapter 61A, being a portion of the Premises described in a deed to the Owner recorded with the Essex South District Registry of Deeds in Book 13112, Page 442 and depicted as Lot D on a Plan recorded in said Deeds in Plan Book 391, Plan 54.

Notice is hereby given to the Owner of the Land, pursuant to G. L. Chapter 61A, Section 14 that the Select Board of the Town of West Newbury, at a public hearing duly held on \_\_\_\_\_, 2021, voted not to exercise or assign its option to purchase the Land. This notice shall be recorded by the Owner with the Southern Essex Registry of Deeds.

Town of West Newbury  
Select Board

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

**Commonwealth of Massachusetts**

**County of Essex**

On this \_\_\_\_\_ day of \_\_\_\_\_ 2021, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the foregoing Deed, and acknowledged to me that he/she signed the foregoing Deed voluntarily for its stated purposes.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**Commonwealth of Massachusetts**

**County of Essex**

On this \_\_\_\_\_ day of \_\_\_\_\_ 2021, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the foregoing Deed, and acknowledged to me that he/she signed the foregoing Deed voluntarily for its stated purposes.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**Commonwealth of Massachusetts**

**County of Essex**

On this \_\_\_\_\_ day of \_\_\_\_\_ 2021, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the foregoing Deed, and acknowledged to me that he signed the foregoing Deed voluntarily for its stated purposes.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**From:** [Katharine L. Klein](#)  
**To:** [Finance Admin](#)  
**Cc:** [Town Manager](#); [Timothy D. Zessin](#)  
**Subject:** West Newbury - 34 Ash Street  
**Date:** Wednesday, August 18, 2021 4:59:34 PM  
**Attachments:** [Notice of Intent to Sell - 34 Ash Street.pdf](#)

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Jenny:

You have requested an opinion whether a Notice of Intent to Sell Property, dated August 17, 2021 (the “Notice”) with respect to an approximately 2.726 acre parcel of land located at 34 Ash Street, West Newbury, complies with the requirements of G.L. c. 61A, §14 (“Chapter 61A”). I have reviewed the Notice, and in my opinion, as discussed below, the Notice meets the requirements of the statute.

The Notice, which has been sent by Mark W. Griffin, Esq., of Finneran & Nicholson, P.C., states that Patricia A. Kelly, Trustee of 28 Ash Street Trust (the “Seller”) intends to sell the subject property, which is currently classified under Chapter 61A, to a buyer who will use the property for residential purposes.

The Notice contains a statement of intent to sell and the proposed use of the land, a map showing the location and acreage of the land, and the name and address of the Seller. While the Notice does not include the telephone number of the Seller, in my opinion, this is ministerial, and not substantive, particularly since the Notice contains a telephone number for the Seller’s counsel. It appears that the Notice was hand-delivered to the Select Board, the Board of Assessors, Planning Board and Conservation Commission (although I cannot confirm this). It was send by certified mail to the Massachusetts State Forester. Even if, in my opinion, the Notice was not hand delivered to each of the Town boards, but separate copies were provided for each board, and all four Notices were delivered to the Town Clerk, this error is not materially significant, in my opinion, particularly if Town Hall was not open to the public or the other offices were not open when the packages were delivered. I recommend asking the Town boards if they received the package.

The Purchase and Sale Agreement, which is certified to be a true and complete copy, also complies with the requirements of Chapter 61A, in my opinion. The sale appears to be between unrelated parties, for a fixed price, and is not contingent on zoning or other permits and approvals.

If the Select Board does not intend to exercise its purchase rights, the Select Board may sign the Notice of Non-Exercise of Option provided by the Seller’s attorney.

The Town’s 120-day period in which to exercise its right of first refusal runs until December 15, 2021. Should the Town wish to exercise its right of first refusal, please let me know so that I can advise on the steps that must be taken by that date.

Please let me know if you have any questions.

Katie

[Katharine Lord Klein](#)  
KP | LAW

101 Arch Street, 12<sup>TH</sup> Floor  
Boston, MA 02110  
O: (617) 654 1834  
F: (617) 654 1735

[www.k-plaw.com](http://www.k-plaw.com)

This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and its attachments, if any, and destroy any hard copies you may have created and notify me immediately.

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**From:** Finance Admin <[finance.admin@wnewbury.org](mailto:finance.admin@wnewbury.org)>  
**Sent:** Wednesday, August 18, 2021 9:54 AM  
**To:** Timothy D. Zessin [REDACTED]  
**Subject:** FW: Notice of Intent to Sell 34 Ash Street

Good morning Tim,

The attached which was received in this office yesterday afternoon via hand delivery.

Procedures for handling Notifications of Intent to convert ch. 61A state that "Town Council will review the Notice of Intent to make sure the notice is proper and complete and shall notify the Board of Selectmen of their findings within 2 business days of receipt"

Normally, we would have Mike McCarron review this; however, as you know, he is happily retired. I am not sure if we are formally under contract with you to perform this review for us (as I haven't seen an executed contract.) Angus is on vacation and I promised that I would not contact him unless the building is on fire (LOL). Can you advise whether this is something we should send your way? If so, it is attached

Thank you,  
Jenny

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**From:** Finance Admin  
**Sent:** Tuesday, August 17, 2021 12:07 PM  
**To:** David Archibald ([darchibald@wnewbury.org](mailto:darchibald@wnewbury.org)) <[darchibald@wnewbury.org](mailto:darchibald@wnewbury.org)>; Rick Parker ([rparker@wnewbury.org](mailto:rparker@wnewbury.org)) <[rparker@wnewbury.org](mailto:rparker@wnewbury.org)>; Wendy Reed <[wreed@wnewbury.org](mailto:wreed@wnewbury.org)>  
**Cc:** Angus Jennings ([townmanager@wnewbury.org](mailto:townmanager@wnewbury.org)) <[townmanager@wnewbury.org](mailto:townmanager@wnewbury.org)>  
**Subject:** RE: Notice of Intent to Sell 34 Ash Street

Apologies. The subject in the previous email should have read Notice of Intent to Sell 34 Ash Street.

---

**From:** Finance Admin  
**Sent:** Tuesday, August 17, 2021 12:06 PM

**To:** David Archibald ([darchibald@wnewbury.org](mailto:darchibald@wnewbury.org)) <[darchibald@wnewbury.org](mailto:darchibald@wnewbury.org)>; Rick Parker ([rparker@wnewbury.org](mailto:rparker@wnewbury.org)) <[rparker@wnewbury.org](mailto:rparker@wnewbury.org)>; Wendy Reed <[wreed@wnewbury.org](mailto:wreed@wnewbury.org)>  
**Cc:** Angus Jennings ([townmanager@wnewbury.org](mailto:townmanager@wnewbury.org)) <[townmanager@wnewbury.org](mailto:townmanager@wnewbury.org)>  
**Subject:** Notice of Intent to Sell 183 River Road

Good Afternoon,

Pursuant to M.G.L. ch. 61A, the attached *Notice of Intent to Sell* 34 Ash Street was received via hand delivery this afternoon with copy to Board of Assessors, Planning Board and Conservation Commission.

Jenny Walsh  
Assistant to the Town Manager and Finance Department  
Town of West Newbury  
381 Main Street  
West Newbury, MA 01985  
(978) 363-1100 x115  
[finance.admin@wnewbury.org](mailto:finance.admin@wnewbury.org)

## Town Manager

---

**From:** Town Manager  
**Sent:** Wednesday, August 25, 2021 12:18 PM  
**To:** mark@finnic.com  
**Cc:** Town Clerk; Jennifer Walsh (finance.admin@wnewbury.org); Annie Sterling (residents.admin@wnewbury.org)  
**Subject:** Notice of Town Counsel review re 34 Ash Street Ch. 61A

Mark,

Following on our call a short time ago, this is to provide you and your client notice that our Town Counsel (KP Law) has reviewed your Ch. 61A Notice of Intent to Sell Property, and the Purchase and Sale agreement, and determined that these filings meet the requirements of the statute. Excerpts of the Town Counsel opinion are provided below:

You have requested an opinion whether a Notice of Intent to Sell Property, dated August 17, 2021 (the "Notice") with respect to an approximately 2.726 acre parcel of land located at 34 Ash Street, West Newbury, complies with the requirements of G.L. c. 61A, §14 ("Chapter 61A"). I have reviewed the Notice, and in my opinion, as discussed below, the Notice meets the requirements of the statute.

The Notice, which has been sent by Mark W. Griffin, Esq., of Finneran & Nicholson, P.C., states that Patricia A. Kelly, Trustee of 28 Ash Street Trust (the "Seller") intends to sell the subject property, which is currently classified under Chapter 61A, to a buyer who will use the property for residential purposes.

The Notice contains a statement of intent to sell and the proposed use of the land, a map showing the location and acreage of the land, and the name and address of the Seller. While the Notice does not include the telephone number of the Seller, in my opinion, this is ministerial, and not substantive, particularly since the Notice contains a telephone number for the Seller's counsel. It appears that the Notice was hand-delivered to the Select Board, the Board of Assessors, Planning Board and Conservation Commission (although I cannot confirm this). It was sent by certified mail to the Massachusetts State Forester. Even if, in my opinion, the Notice was not hand delivered to each of the Town boards, but separate copies were provided for each board, and all four Notices were delivered to the Town Clerk, this error is not materially significant, in my opinion.

The Purchase and Sale Agreement, which is certified to be a true and complete copy, also complies with the requirements of Chapter 61A, in my opinion. The sale appears to be between unrelated parties, for a fixed price, and is not contingent on zoning or other permits and approvals.

If the Select Board does not intend to exercise its purchase rights, the Select Board may sign the Notice of Non-Exercise of Option provided by the Seller's attorney. The Town's 120-day period in which to exercise its right of first refusal runs until December 15, 2021.

This email to you is intended as our notice to the landowner that Town Counsel has confirmed that the Notice is proper and complete, and that the start of the 120 day period for the Town to exercise its Right of First Refusal has begun. This notice to you/the landowner is in accordance with West Newbury's Procedure for Chapter 61, 61A, 61B Right of First Refusals, a copy of which is online [here](#).

Please don't hesitate to contact me with any questions.

Thanks,  
Angus

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

## Town Manager

---

**From:** Greg Labrecque [REDACTED]  
**Sent:** Monday, August 16, 2021 11:01 AM  
**To:** Carol McLeod - Finance (X3040); Town Manager; Ellen Petrillo  
**Subject:** New Pentucket Assessments

Hello All,

As I said at our meeting last Wednesday I would give you a heads up on what I would be recommending to the School Committee Tuesday night. I am going to recommend that the District include the new transportation revenue from the state and make additional cuts totaling \$250,000 from the current budget.

If they agree to this the change in the Town's assessments would be as follows;

Groveland – Increase of \$111,657  
Merrimac – Increase of \$90,326  
West Newbury – Decrease of \$93,357

Should the School Committee agree with this recommendation new assessment letters will be sent out this week.

Regards,

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.*



PENTUCKET REGIONAL SCHOOL DISTRICT

OFFICE OF THE SUPERINTENDENT
22 MAIN STREET
WEST NEWBURY, MASSACHUSETTS 01985-1897
TEL: (978) 363-2280 / FAX: (978) 363-1165

GROVELAND
MERRIMAC
WEST NEWBURY

Justin Bartholomew, Ed.D. Superintendent
Brent Conway Assistant Superintendent
Greg A. Labrecque Business Manager
Michael A. Jarvis, Ed.D. Director of Supplemental and Intensive Services

August 18, 2021

RECEIVED

AUG 19 2021

TOWN MANAGER
TOWN OF WEST NEWBURY

Mr. Angus Jennings, Finance Director/Treasurer
West Newbury Town Hall
381 Main Street
West Newbury, MA 01985

Dear Mr. Jennings:

The Pentucket Regional School District's School Committee approved an operating budget for fiscal year 2022 at their meeting held on August 17, 2021. Based upon that approved budget, West Newbury's assessment for FY22 totals \$8,932,879.00. The attached calculation, which is in accordance with the Pentucket Regional School District Regional Agreement and Bylaws as well as Chapter 70, section 6 of the Massachusetts General Laws, provides the details for your assessment.

If you have any questions, please feel free to contact us at 978-363-2280, extension 119.

Sincerely,

[Handwritten signature of Justin Bartholomew]

Justin Bartholomew
Superintendent of Schools

[Handwritten signature of Brandy Perusse]

Brandy Perusse
Treasurer

cc: Board of Selectmen
Finance Committee

enclosure: Assessment calculation

Mission Statement

The Pentucket Regional School District seeks to inspire its students with a love of learning and to enable them to develop their academic potential and individual talents in an atmosphere that cultivates independent thinking. We will prepare our students to develop respect for others and to be responsible citizens of a global society.

**FY22 Town Assessments**

**Pentucket Regional School District Operating and Capital Assessment Worksheet for FY22**

General Fund Budget	\$	46,833,373
Operating	\$	41,131,839
District Wide Capital	\$	4,656,125
Town Specific Capital	\$	1,045,409

<b>Town Assessment Calculations</b>	<b>Two Step Methodology</b>
-------------------------------------	-----------------------------

Operating Budget	\$	41,131,839
Revenue In	\$	14,907,050
Amount Assessed to Towns	\$	26,224,789

<b>Minimum Contributions- DOE</b>
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Groveland	7,075,721
Merrimac	6,148,431
West Newbury	5,229,477
<b>Total</b>	<b>18,453,629</b>

<b>Amount Above Minimum</b>
-----------------------------

Total Assessment To Towns	\$	26,224,789
Total Minimum Contributions	\$	18,453,629
Difference ( Assessment- Total Minimum)	\$	7,771,160

<b>Per Pupil Assessment</b>	<b>Actual ratio</b>
-----------------------------	---------------------

	Difference	Enrollment	2 Town %	3 Town %	Total Above Minimum		
Groveland	\$ 7,771,160	X	0.52635	0.38648	=	\$	3,003,398
Merrimac	\$ 7,771,160	X	0.47365	0.35442	=	\$	2,754,255
West Newbury	\$ 7,771,160	X		0.25910	=	\$	2,013,508
<b>Total</b>			1.000000	1.000000		\$	7,771,160

<b>Minimum + Percentage Above Minimum = Local Assessment</b>
--

Groveland	\$ 7,075,721	+	\$ 3,003,398	\$	10,079,119
Merrimac	\$ 6,148,431	+	\$ 2,754,255	\$	8,902,686
West Newbury	\$ 5,229,477	+	\$ 2,013,508	\$	7,242,985
<b>Total</b>	<b>\$ 18,453,629</b>		<b>\$ 7,771,160</b>	<b>\$</b>	<b>26,224,789</b>

## Town Manager

---

**From:** Greg Labrecque [REDACTED]  
**Sent:** Tuesday, August 24, 2021 9:05 AM  
**To:** Town Manager  
**Subject:** RE: New Pentucket Assessments

\$100,000 from SPED Transportation and \$150,000 from Out of District Private Schools. We are trying to convince some parents to re-enroll their students in Pentucket. If it doesn't work out I will figure something else out. Yes, Groveland and Merrimac will need Town Meetings to act on the new assessment request.

---

**From:** Town Manager <[townmanager@wnewbury.org](mailto:townmanager@wnewbury.org)>  
**Sent:** Monday, August 23, 2021 4:09 PM  
**To:** Greg Labrecque <[glabrecque@prsd.org](mailto:glabrecque@prsd.org)>; Carol McLeod - Finance (X3040) <[cmcleod@townofmerrimac.com](mailto:cmcleod@townofmerrimac.com)>; Ellen Petrillo <[epetrillo@grovelandma.com](mailto:epetrillo@grovelandma.com)>  
**Subject:** RE: New Pentucket Assessments

Greg,

I have been out of town for a week and haven't seen local newspapers, which may address my question, but my question is whether you can report on what costs will be cut from the FY22 Pentucket budget in order to get to the \$250k figure?

Procedurally, what will be needed in Merrimac and Groveland in order to absorb their increased FY22 assessments? Will Town Meeting votes be needed?

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](mailto:townmanager@wnewbury.org)

---

**From:** Greg Labrecque <[glabrecque@prsd.org](mailto:glabrecque@prsd.org)>  
**Sent:** Monday, August 16, 2021 11:01 AM  
**To:** Carol McLeod - Finance (X3040) <[cmcleod@townofmerrimac.com](mailto:cmcleod@townofmerrimac.com)>; Town Manager <[townmanager@wnewbury.org](mailto:townmanager@wnewbury.org)>; Ellen Petrillo <[epetrillo@grovelandma.com](mailto:epetrillo@grovelandma.com)>  
**Subject:** New Pentucket Assessments

Hello All,

As I said at our meeting last Wednesday I would give you a heads up on what I would be recommending to the School Committee Tuesday night. I am going to recommend that the District include the new transportation revenue from the state and make additional cuts totaling \$250,000 from the current budget.

If they agree to this the change in the Town's assessments would be as follows;

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West Newbury – Decrease of \$93,357

Should the School Committee agree with this recommendation new assessment letters will be sent out this week.

Regards,

Greg

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**Town of West Newbury**  
**381 Main Street**  
**West Newbury, Massachusetts 01985**

**Angus Jennings, Town Manager**  
**978-363-1100, Ext. 111 Fax 978-363-1826**  
[townmanager@wnewbury.org](mailto:townmanager@wnewbury.org)

TO: Select Board  
 FROM: Angus Jennings, Town Manager  
 DATE: August 26, 2021  
 RE: Middle Street Bridge

---

My office has continued to correspond with Newburyport personnel and the Mayor's office. I spoke with the Mayor at some length earlier this week, and offer the following brief summary:

- We are in agreement regarding the current objective, as discussed at recent Board meetings, to proceed with project design and permitting, with the intent to arrive at a "shovel ready" project that may be eligible for additional non-local funding sources;
- We mutually recognize that there is a sizable gap between available funds and anticipated construction costs, meaning that it would not make sense to proceed with construction bidding in the short- or medium-term. In the absence of additional funds – whether additional non-local funds, additional local funds, or some combination – there are not enough funds available to award a construction contract;
- We are in agreement with the objective of updating the MOU to reflect these changed realities. (As you know, the initial BSC Group cost estimate is a referenced document appended to the MOU, so when the cost estimates increased by \$1M from what is appended to the MOU, this represented a material change in the basis of that agreement).

The Mayor's office will be the City's primary representative in discussion of potential updates to the MOU, with the City Council's later approval needed for any appropriation (since the MOU would be and always was subject to appropriation). Based on Newburyport's budgeting and capital planning processes, increased amounts (from the roughly \$600k Newburyport share that had been anticipated and that is included in the City's Capital Improvement Program – although not yet funded) would require amendments to the City's CIP, as well as appropriations (through their customary capital and budget processes, respectively).

It can be expected that discussions of a revised MOU would include negotiation of various terms. But we have a shared objective of advancing these discussions, toward a hoped-for agreement. Among other benefits, this will ensure that both our and Newburyport's reporting to our grant funding agencies is consistent and reflective of complete information. Understanding that the Mayor's term will end during FY22, this will have the additional benefit of establishing a continued basis for cooperation through the change in the City's Chief Elected Official.

Now that West Newbury shares the same general counsel as Newburyport, as you know from our recent/ongoing work with Merrimac, it would require the Select Board to vote to authorize KP Law to jointly represent the municipalities in that process. I will invite KP to draw up a form of motion for the Board's consideration, but in the meantime wanted to provide this update to ensure that we proceed per the Board's direction.

**Town Manager**

---

**From:** Timothy D. Zessin [REDACTED]  
**Sent:** Monday, August 23, 2021 2:48 PM  
**To:** Town Manager  
**Subject:** Affordable Housing Trust

Hi Angus,

Hope you had a nice week off. Below is a draft warrant article for the creation of an affordable housing trust for the Fall Town Meeting (not sure if you're formally referring to the BOS as the Select Board). Feel free to call me with any questions.

Tim

**ARTICLE X - AUTHORIZATION TO CREATE AN AFFORDABLE HOUSING TRUST**

To see if the Town will vote to accept Massachusetts General Laws Chapter 44, Section 55C and to authorize the Board of Selectmen to establish a Trust, to be known as the West Newbury Affordable Housing Trust Fund, for the purpose of creating and preserving affordable housing in West Newbury for the benefit of low and moderate income households, and for the funding of community housing, or take any other action relative thereto.

Timothy D. Zessin, Esq.  
KP | LAW  
101 Arch Street  
12th Floor  
Boston, MA 02110  
Phone: 617 654-1730  
Fax: 617 654-1735  
[REDACTED]

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**From:** [cmsmailer@civicplus.com](mailto:cmsmailer@civicplus.com) on behalf of [Town of West Newbury MA](#)  
**To:** [Finance Admin](#)  
**Subject:** Shelly Goehring of the Massachusetts Housing Partnership Presents Information on Affordable Housing Trusts  
**Date:** Thursday, August 26, 2021 2:48:36 PM

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## **Shelly Goehring of the Massachusetts Housing Partnership Presents Information on Affordable Housing Trusts**

Shelly Goehring of the Massachusetts Housing Partnership attended the Planning Board meeting of August 17, 2021 and shared information with Board Members, Elected Officials and Residents about Municipal Affordable Housing Trusts. In the event you wish to learn more about purchasing an affordable home, we have provided resources [HERE](#)

[Read more](#)

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# Town of West Newbury Massachusetts

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

[Home](#) > [Departments](#) > [Town Manager](#) > Affordable Housing Information

## Affordable Housing Information

### PRESENTATION ON MUNICIPAL AFFORDABLE HOUSING TRUSTS, AUGUST 17, 2021

Shelly Goehring of the Massachusetts Housing Partnership attended the Planning Board meeting of August 17, 2021 and shared information with Board Members, Elected Officials and Residents about Municipal Affordable Housing Trusts. You can view the PowerPoint presentation [HERE](#). Please scroll down to view the video recording of the meeting on YouTube.

### AFFORDABLE HOME OWNERSHIP

In the event you wish to learn more about purchasing an affordable home, we have provided resources below:

[Citizens Housing and Planning Association \(CHAPA\)](#)

[Homebuyer Education Workshops](#)

[Homebuyer Education Agencies](#)

[Mass Access](#)

[Housing Registry](#)

[Massachusetts Affordable Housing Alliance \(MAHA\)](#)

[Homeownership Classes](#)

[Massachusetts Affordable Homes Search Engine](#)

[City of Boston](#)

[Metrolist Affordable Housing Search Engine](#)

[Massachusetts Department of Housing and Community Development \(DHCD\)](#)

[List of Affordable Homes for Sale](#)

### JOIN OUR WAITLIST

The Town of West Newbury monitors a number of affordable homes pursuant to the Local Initiative Program, and from time to time these homes become available for purchase. The Town maintains a waitlist for persons interested in purchasing an affordable home. If you would like to join the list please send an email to [townmanager@wnewbury.org](mailto:townmanager@wnewbury.org) with the subject heading "Affordable Home Waitlist". Please include the following information in the email: First and Last Name, Telephone Number, Email Address, and Number of Persons in Your Household. Because the eligibility requirements (regarding household income, assets, etc.) change from time to time, review and screening for eligibility would not take place unless and until any unit or units may become available.

Should you wish to learn more about affordable homes in West Newbury that are managed by the Housing Authority, please call (978) 363-2723 or email [nha@nhahousing.com](mailto:nha@nhahousing.com).

To apply for state-aided public housing, use the following link <https://publichousingapplication.ocd.state.ma.us>

### Other Contact Information

Tracy M. Watson  
Executive Director  
Newburyport Housing Authority  
25 Temple Street  
Newburyport, MA 01950-2731  
978.465.7216 x140  
978.463.3080 fax  
[tmwatson@nhahousing.com](mailto:tmwatson@nhahousing.com)  
<https://www.cityofnewburyport.com/housing-authority-0>

### Meeting on Affordable Housing Trusts



Affordable Housing Trusts, August 17, 2021

**Source URL:** <https://www.wnewbury.org/town-manager/pages/affordable-housing-information>



## Town of West Newbury

381 Main Street

West Newbury, Massachusetts 01985

Angus Jennings, Town Manager

978-363-1100, Ext. 111 Fax 978-363-1826

[townmanager@wnewbury.org](mailto:townmanager@wnewbury.org)

TO: Select Board  
 Planning Board  
 Conservation Commission  
 Board of Health

FROM: Angus Jennings, Town Manager

DATE: June 30, 2021

RE: MS4 Stormwater Bylaw Review

As you may be aware, the West Newbury MS4 Stormwater Working Group (the “Working Group”), which consists of town staff (in consultation with their respective regulatory Boards/Commission), has been and continues to be deeply involved with our MS4 Stormwater Permit requirements as they relate to meeting the milestones specified in our permit. Many hours of staff time have been committed to this permit and we are continuing efforts toward preparation of a stormwater bylaw. Adopting a bylaw is a requirement of the Town’s MS4 permit issued by EPA.<sup>i</sup>

The Working Group has prepared a draft stormwater bylaw with the assistance of Jennifer Hughes, Environmental Program Manager of the Merrimack Valley Planning Commission. With Ms. Hughes’ assistance, the Working Group considered various models that were developed using MS4 Assistance Grants. The attached draft is tailored to West Newbury and meets the MS4 requirements. As we work toward finalizing this draft for anticipated proposal for a Fall Town Meeting, we would like your Board or Commission’s feedback on key policy questions. Once a bylaw is formally proposed, there will be further opportunities to provide feedback as the proposed draft would be further fine-tuned before being placed on a Town Meeting Warrant. To help us prepare a good starting point for this process, we ask that your review address what has emerged as perhaps the most challenging policy question:

**Who should be the Stormwater Authority (as that term is defined in the Draft Bylaw)?**

Should it be a Board or Commission, and if so which one? Town Department, and if so which one? In your response please consider where you think this jurisdiction rests most logically within the organization, as well as various entities’ capacity/bandwidth to take on new responsibilities associated with permitting, inspections and enforcement. If the community determines, for instance, that the jurisdiction most appropriately rests in one place, but there ends up being a mismatch between responsibility and resources (professional, administrative, or otherwise), this will be helpful to identify sooner than later.

Other key policy considerations emerged from the working group meetings, and the draft bylaw attached reflects the recommendations of the Working Group regarding, among other things, the geographic scope of effect (applying to the MS4 Urbanized Area, rather than Town-wide), and retaining the one-acre limit for jurisdictional activities.

The adoption of a stormwater bylaw is a requirement of our MS4 Permit, and to achieve compliance with our permit we are working to prepare a bylaw for proposal on the Fall Special Town Meeting warrant. To meet this timeline, we ask that you please submit your Board’s or Commission’s comments (including to let us know if “no comment”)

no later than the end of July with the hopes that one or more representatives of the Working Group (perhaps with our consultant at MVPC, subject to scheduling) can meet with your Board or Commission in August to discuss details, answer any questions and hopefully offer adequate support for your Board or Commission to make an informed recommendation on the bylaw as it would be proposed in September.

Once we have received comments, we anticipate circulating any revisions that result from your or others' comments within redlined drafts, with the attached file serving as the starting point for this process.

If you have any questions, please feel free to contact me or your board or commission's town staff member.

cc:            *Wayne Amaral, DPW Director*  
                 *Leah Zambarnardi, AICP, Town Planner*  
                 *Jay Smith, Interim Conservation Agent*  
                 *Paul Sevigny, Board of Health*  
                 *Sam Joslin, Building Inspector*

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<sup>i</sup> National Pollutant Discharge Elimination System (NPDES) Permit ID #: MAR041231, Town of West Newbury. Further information re stormwater management at <https://www.epa.gov/npdes-permits/massachusetts-small-ms4-general-permit> and Town compliance efforts at <https://www.wnewbury.org/departments-public-works>.

**Town of West Newbury  
DRAFT Stormwater Bylaw  
DATE**

**ARTICLE I – GENERAL PROVISIONS**

**Section 1. Purpose and Objective**

- A. The purpose of this bylaw is to protect public health, safety, general welfare, and environment by controlling the adverse effects of construction site stormwater runoff and post-construction runoff. Stormwater runoff can be a major cause of:
- (1) Impairment of water quality and flow in lakes, ponds, streams, rivers, coastal waters, wetlands, groundwater and drinking water supplies;
  - (2) Contamination of drinking water supplies;
  - (3) Contamination of downstream coastal areas;
  - (4) Alteration or destruction of aquatic and wildlife habitat;
  - (5) Overloading or clogging of municipal stormwater management systems; and
  - (6) Flooding.
- B. The objectives of this bylaw are to:
- (1) Protect water resources;
  - (2) Comply with state and federal statutes and regulations relating to stormwater discharges including total maximum daily load requirements;
  - (3) Prevent and reduce pollutants from entering the **Town of West Newbury's** municipal separate storm sewer system (MS4);
  - (5) Establish minimum construction and post construction stormwater management standards and design criteria for the regulation and control of stormwater runoff quantity and quality;
  - (6) Establish provisions for the long-term responsibility for, and maintenance of, structural stormwater control facilities and nonstructural stormwater best management practices to ensure that they continue to function as designed are maintained, and pose no threat to public safety; and
  - (7) Recognize the **Town of West Newbury's** legal authority to ensure compliance with the provisions of this bylaw through inspection, monitoring, and enforcement.

**Section 2. Definitions**

Unless a different definition is indicated in other sections of this bylaw, the following definitions and provisions shall apply throughout this bylaw. Additional definitions may be adopted by separate regulation:

**ALTERATION:** Any activity that will measurably change the ability of a ground surface area to absorb water, will change existing surface drainage patterns, or will increase or decrease the rate or volume of flow from a site.

**BEST MANAGEMENT PRACTICE (BMP):** Structural, non-structural and managerial techniques that are recognized to be the most effective and practical means to prevent and/or reduce increases in stormwater volumes and flows, reduce point source and nonpoint source pollution, and promote stormwater quality and protection of the environment. "Structural" BMPs are devices that are engineered and constructed to provide temporary storage and treatment of stormwater runoff. "Nonstructural" BMPs use natural measures to reduce pollution levels, do not require extensive construction efforts, and/or promote pollutant reduction by eliminating the pollutant source.

**CERTIFIED PROFESSIONAL IN EROSION AND SEDIMENT CONTROL (CPESC):** A certified specialist in soil erosion and sediment control. This certification program, sponsored by the Soil and Water Conservation Society in cooperation with the American Society of Agronomy, provides the public with evidence of professional qualifications.

**DEVELOPMENT:** The modification of land to accommodate a new use or expansion of use, usually involving construction.

**DISTURBANCE:** Any activity that causes a change in the position or location of soil, sand, rock, gravel, or similar earth material; results in an increased amount of runoff or pollutants; measurably changes the ability of the ground surface to absorb waters; removes trees; clears or grades land; or results in an alteration of drainage characteristics.

**IMPERVIOUS COVER:** Any material or structure on or above the ground that prevents water infiltrating the underlying soil. Impervious Surface includes without limitation roads, paved parking lots, sidewalks, and rooftops.

**INFEASIBLE:** Means not technologically possible, or not economically practicable and achievable in light of best industry practices.

**INFILTRATION:** The act of conveying surface water into the ground to permit groundwater recharge and the reduction of stormwater runoff from a project site.

**MASSACHUSETTS STORMWATER MANAGEMENT STANDARDS:** The latest version, as may be amended from time to time, of the Stormwater Management Standards and accompanying Stormwater Handbook issued by the Department of Environmental Protection pursuant to authority under the Wetlands Protection Act, MGL c. 131, § 40, and the Massachusetts Clean Waters Act, MGL c. 21, §§ 26 through 53. The Stormwater Management Standards are incorporated in the Wetlands Protection Act Regulations, 310 CMR 10.05(6)(k), and the Water Quality Certification Regulations, 314 CMR 9.06(6)(a).

**MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) or MUNICIPAL STORM DRAIN SYSTEM:** The system of conveyances designed or used for collecting or conveying stormwater, including any road with a drainage system, street, gutter, curb, inlet, piped storm drain, pumping facility, retention or detention basin, natural or man-made or altered drainage channel, reservoir, and other drainage structure that together comprise the storm drainage system owned or operated by **the Town of West Newbury**.

**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER DISCHARGE PERMIT:** A permit issued by United States Environmental Protection Agency (EPA) or jointly with the Commonwealth of Massachusetts that authorizes the discharge of pollutants to waters of the United States.

**NPDES PHASE II REGULATED AREA:** The area within West Newbury identified by EPA as “Designated MS4 Area” under the NPDES Phase II Stormwater Program.

**NONPOINT SOURCE POLLUTION:** Pollution from many diffuse sources caused by rainfall or snowmelt moving over and through the ground. As the runoff moves, it picks up and carries away natural and man-made pollutants finally depositing them into a water resource area.

**NEW DEVELOPMENT:** Any construction activities or land alteration resulting in earth disturbance on an area that has not previously been developed to include impervious cover.

**NORMAL MAINTENANCE:** Activities that are regularly scheduled to maintain the health and condition of a landscaped area. Examples include removal of weeds or invasive species, pruning, mowing, raking, and other activities that are done at regular intervals within the course of a year.

**POINT SOURCE:** Any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, or container from which pollutants are or may be discharged.

**POST-DEVELOPMENT:** The conditions that reasonably may be expected or anticipated to exist after completion of the land development activity in accordance with approved plans on a specific site or tract of land. Post-development refers to the phase of a new development or redevelopment project after completion, and does not refer to the construction phase of a project

**PRE-DEVELOPMENT:** The conditions that exist prior to the proposed disturbance activity. Where phased development or plan approval occurs (preliminary grading, roads and utilities, etc.), the existing conditions at the time prior to the first plan submission shall establish pre-development conditions.

**RECHARGE:** The process by which groundwater is replenished by precipitation through the percolation of runoff and surface water through the soil.

**REDEVELOPMENT:** Development, rehabilitation, expansion, demolition, construction, land alteration, or phased projects that disturb the ground surface, including impervious surfaces, on previously developed sites. The creation of new areas of impervious surface or new areas of land disturbance on a site constitutes new development, not redevelopment, even where such activities are part of a common plan which also involves redevelopment. Redevelopment includes maintenance and improvement of existing roadways including widening less than a single lane, adding shoulders, correcting substandard intersections, improving existing drainage systems and repaving; and remedial projects specifically designed to provide improved stormwater management such as projects to separate storm drains and sanitary recharge and stormwater retrofit projects.

**RUNOFF:** Rainfall, snowmelt, or irrigation water flowing over the ground surface.

**SEDIMENT:** Mineral or organic soil material that is transported by wind or water, from its origin to another location; the product of erosion processes.

**SEDIMENTATION:** The process or act of deposition of Sediment.

**SITE:** Any lot or parcel of land or area of property where Land-Disturbing or Development Activities are, were, or will be performed.

**STOCKPILING:** The storage of unsecured material for future use, excluding the storage of materials 10 cubic yards or less secured and utilizing erosion controls to prevent erosion of material.

**STORMWATER AUTHORITY<sup>1</sup>:** **Town of West Newbury** or the board, commission, or its agent, designated to administer and enforce this Bylaw.

**STORMWATER:** Runoff from precipitation or snow melt and surface water runoff and drainage.

**STORMWATER MANAGEMENT:** The use of structural or nonstructural practices that are designed to control or treat stormwater runoff pollutant loads, discharge volumes, and/or peak flow discharge rates. Stormwater management includes the use of low-impact development (LID) management practices.

**STORMWATER MANAGEMENT PERMIT (SMP):** A permit issued by the PGA, after review of an application, plans, calculations, and other supporting documents, which is designed to protect the environment of the Town from the deleterious effects of uncontrolled and untreated stormwater runoff.

**TOTAL MAXIMIM DAILY LOAD or TMDL:** the greatest amount of a pollutant that a water body can accept and still meet water quality standards for protecting public health and maintaining the designated beneficial uses of those waters for drinking, swimming, recreation, and fishing. A TMDL is also a plan, adopted under the Clean Water Act, specifying how much of a specific pollutant can come from various sources, including stormwater discharges, and identifies strategies for reducing the pollutant discharges from these sources so as not to violate Massachusetts surface water quality standards. (314 CMR 4.00, et seq.)

**TOTAL SUSPENDED SOLIDS OR TSS:** Undissolved organic or inorganic particles in water.

### **Section 3. Authority**

This bylaw is adopted under authority granted by the Home Rule Amendment of the Massachusetts Constitution, the Massachusetts home rule statutes, the regulations of the Federal Clean Water Act, 40 CFR 122.34, and as authorized by the residents of the Town of West Newbury at Town Meeting dated (insert date).

### **Section 4. Responsibility for administration**

Stormwater Authority shall administer, implement and enforce this bylaw. Any powers granted to or duties imposed upon Stormwater Authority may be delegated in writing by Stormwater Authority to its employees or agents.

### **Section 5. Applicability**

- A. This By-law shall be applicable to any alteration, disturbance, including clearing, grading, excavation, development, or redevelopment that will disturb equal to or greater than 1 acre (43,560 s.f.).
- B. This By-law shall apply to land or parcels of land that are held in common ownership (including ownership by related or jointly controlled persons or entities) as of the effective

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<sup>1</sup> Policy Discussion – Should the Stormwater Authority be ConCom, Planning, Health, DPW, Inspectional Services?

date of this Bylaw, if the total land-disturbing activities on said land or parcels, considered as a whole, would presently or ultimately exceed the minimum thresholds established in the West Newbury Stormwater Regulations and are not exempted by Section 6, and no such activity shall commence until a permit under this Bylaw has been issued. A development shall not be segmented or phased in a manner to avoid compliance with this Bylaw.

### **Section 6. Exemptions**

- A. Any activity which will disturb or alter land areas below the thresholds stipulated in Section 5-A above.
- B. Any alteration, disturbance, including clearing, grading, excavation, development, or redevelopment, regardless of square footage, all of which is located outside of the NPDES Phase II Regulated Area and which does not drain to the West Newbury municipal separate storm sewer system within the NPDES Phase II regulated area.
- C. Normal maintenance and improvement of land in agricultural use as defined by the Wetlands Protection Act regulations 310 CMR 10.04 and G.L.c. 40A, § 3.
- D. Any work or projects for which all necessary approvals and permits, including building permits, have been issued before the effective date of this Bylaw.
- E. Normal maintenance of existing lawn, landscaping or garden areas.
- F. Construction of any fence that will not alter existing terrain or drainage patterns.
- G. Construction of utilities (gas, water, sanitary sewer, electric, telephone, cable television, etc.) other than drainage which will not alter terrain, ground cover, or drainage patterns, provided that appropriate BMPs are used to prevent erosion, sedimentation and release of pollutants.
- H. Emergency repairs to any existing utilities (gas, water, sanitary sewer, electric, telephone, cable television, etc.) or emergency repairs to any stormwater management facility that poses a threat to public health or safety as determined by the Stormwater Authority/PGA, Where such work is subject to the jurisdiction of the Conservation Commission , the work shall not proceed without the issuance of an Emergency Certification by the Commission (WPA reference).
- I. The maintenance or resurfacing (not including reconstruction) of any public or private way.
- J. The repair or replacement of an existing and lawfully located driveway servicing not more than two dwelling units provided that all work remains within the existing limits of the driveway, erosion control measures are utilized to prevent runoff and sediment from entering a traveled way or adjacent properties, and all surfaces are permanently stabilized within 14 days of final grade.

### **Section 7. Regulations**

- A. The Stormwater Authority shall adopt within one (1) year, and may periodically amend, regulations, rules and/or written guidance relating to the terms, conditions, definitions, enforcement, fees, procedures and administration of this Stormwater Management bylaw by majority vote after conducting a public hearing to receive comments. Such hearing shall be advertised in a newspaper of general local

circulation, at least fourteen (14) days prior to the hearing date. Failure of the Stormwater Authority to issue such rules, or regulations, or a legal declaration of their invalidity by a court, shall not act to suspend or invalidate the effect of this bylaw.

- B. Stormwater Management regulations, rules or guidance shall identify thresholds and requirements for Stormwater Management Permits required by this bylaw and not inconsistent with the most recent Small Municipal Separate Sewer System General Permit (MS4).

## **Section 8. Enforcement<sup>2</sup>**

The Stormwater Authority or its authorized agent shall enforce this bylaw, and any associated regulations, orders, violation notices, and enforcement orders and may pursue all civil and criminal remedies for such violations.

- A. Civil relief. If a person violates the provisions of this Bylaw, regulations, permit, notice, or order issued there under, the Stormwater Authority may seek injunctive relief in a court of competent jurisdiction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.
- B. Orders.
  - (1) If the Stormwater Authority determines that a person's failure to follow the requirements of a Stormwater Management Permit and the related Erosion and Sedimentation Control Plan, or Operations and Maintenance Plan or any other authorization issued pursuant to this bylaw or regulations issued hereunder, then the Authority may issue a written order to the person to remediate the non-compliance and/or any adverse impact caused by it, which may include:
    - (a) A requirement to cease and desist from the land-disturbing activity until there is compliance with the bylaw and provisions of the Stormwater Management Permit or other authorization;
    - (b) Maintenance, installation or performance of additional erosion and sediment control measures;
    - (c) Monitoring, analyses, and reporting
    - (d) Remediation of erosion and sedimentation resulting directly or indirectly from the land-disturbing activity; and/or
    - (e) A requirement to eliminate discharges, directly or indirectly, into a watercourse or into the waters of the Commonwealth.
  - (2) If the Stormwater Authority or its authorized agent determines that abatement or remediation of contamination is required, the order shall set forth a deadline by which such abatement or remediation must be completed. Said order shall further provide that, should the violator or property owner fail to abate or perform remediation within

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<sup>2</sup> Needs review by Town's Enforcement Authorities – Sam Joslin? Michael McCarron? Is this section dependent on whether this is a Zoning Bylaw or a General Bylaw?

the specified deadline, the Town of West Newbury may, at its option, undertake such work, and expenses thereof shall be charged to the violator.

- (3) Within 30 days after completing all measures necessary to abate the violation or to perform remediation, the violator and the property owner will be notified of the costs incurred by **the Town of West Newbury**, including administrative costs. The violator or property owner may file a written protest objecting to the amount or basis of costs with the Stormwater Authority within 30 days of receipt of the notification of the costs incurred. If the amount due is not received by the expiration of the time in which to file a protest or within 30 days following a decision of the Stormwater Authority affirming or reducing the costs, or from a final decision of a court of competent jurisdiction, the costs shall become a special assessment against the property owner and shall constitute a lien on the owner's property for the amount of said costs. Interest shall begin to accrue on any unpaid costs at the statutory rate provided in M.G.L. c. 59, § 57 after the 31st day at which the costs first become due.
- C. Noncriminal disposition. As an alternative to criminal prosecution or civil action, **the Town of West Newbury** may elect to utilize the noncriminal disposition procedure set forth in M.G.L. c. 40, § 21D in which case the agent of the Stormwater Authority shall be the enforcing person. The penalty for the first violation shall be a warning. The penalty for the second violation shall be \$100. The penalty for the third and subsequent violations shall be \$300. Each day or part thereof that such violation occurs or continues shall constitute a separate offense.
- D. Entry to perform duties under this bylaw. To the extent permitted by local, state or federal law, or if authorized by the owner or other party in control of the property, the Stormwater Authority, its agents, officers, and employees may enter upon privately owned property for the purpose of performing their duties under this bylaw and regulations and may make or cause to be made such examinations, surveys or sampling as the Stormwater Authority deems reasonably necessary.
- E. Appeals. The decisions or orders of the Stormwater Authority shall be final. Further relief shall be appealed to a court of competent jurisdiction.
- F. Remedies not exclusive. The remedies listed in this section are not exclusive of any other remedies available under any applicable federal, state or local law.

## **Section 8. Severability**

The provisions of this bylaw are hereby declared to be severable. If any provision, paragraph, sentence, or clause of this bylaw or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this bylaw.

## **ARTICLE II– STORMWATER MANAGEMENT PERMITS**

### **Section 1. Applicability**

No person may undertake a construction activity or land disturbance, including clearing, grading, excavation or redevelopment that will disturb equal to or greater than 1 acre without a Stormwater Management Permit approved by a majority of the Stormwater Authority members or as otherwise

provided in this bylaw.

Any person that fails to follow the requirements of a Stormwater Management Permit and the related Erosion and Sedimentation Control Plan, and Operations and Maintenance Plan, or any Permit issued under the Stormwater Management Regulations shall be in violation of this Bylaw.

## **Section 2. Approval and/or Permit**

A Stormwater Management Permit must be obtained prior to the commencement of Land Disturbing Activity or Redevelopment based on thresholds established in this Bylaw. An applicant seeking an approval and/or permit shall file an appropriate application with the Stormwater Authority in a form and containing information as specified in this bylaw and in regulations adopted by the Stormwater Authority.

## **Section 3. Consent to Entry onto Property**

An applicant consents to entry of Stormwater Authority or its authorized agents in or on the site to verify the information in the application and to inspect for compliance with Review or Permit conditions.

## **Section 4. Inspection and Site Supervision**

The Stormwater Authority or its designated agent shall make inspections as outlined in the Stormwater Management Regulations to verify and document compliance with the Stormwater Management Permit.

## **Section 5. Compliance with the provisions of EPAs General Permit for MS4s in Massachusetts**

This bylaw and its related Stormwater Management Regulations shall be implemented in accordance with the requirements of United States Environmental Protection Agency's most recent Massachusetts Small Municipal Separate Storm Sewer System (MS4s) General Permit relating to construction site runoff, and post-construction stormwater management, as well as the Massachusetts Wetlands Protection Act (WPA) and Regulations as may be amended. Where conflicts exist between the MS4 Permit and the WPA, the stricter shall prevail. The Stormwater Authority may establish additional requirements by regulation to further the purposes and objectives of this bylaw so long as they are not less stringent than those in the MS4 General Permit for Massachusetts.

## **Section 6. Surety**

The Stormwater Authority may require the applicant to post before the start of land disturbance or construction activity, a surety bond, irrevocable letter of credit, cash, or other acceptable security. The form of the bond shall be approved by the Stormwater Authority and be in an amount deemed sufficient by the Stormwater Authority to ensure that the work will be completed in accordance with the permit. If the project is phased, the Stormwater Authority may release part of the bond as each phase is completed in compliance with the permit.

## **Section 7. Final Reports**

Upon completion of the work, the applicant shall submit a report (including certified as-built construction plans) from a Professional Engineer (P.E.), surveyor, or Certified Professional in Erosion and Sedimentation Control (CPESC), certifying that all BMPs, erosion and sedimentation control devices, and approved changes and modifications, have been completed in accordance with

the conditions of the approved Erosion and Sediment Control Plan and Stormwater Management Plan. The Stormwater Authority may, by regulation, require ongoing reporting to ensure long-term compliance, including, but not limited to, appropriate operation and maintenance of stormwater BMPs. Any discrepancies shall be noted in the cover letter.

DRAFT

## Town Manager

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**From:** Town Manager  
**Sent:** Wednesday, August 11, 2021 12:34 PM  
**To:** Building Inspector; DPW Director; Leah Zambarnardi; Conservation; Paul Sevigny  
**Cc:** Jennifer Hughes  
**Subject:** RE: Set Up Working Group Meeting for Late August?  
**Attachments:** 8-10-21 memo to Town Manager re Stormwater Bylaw.pdf; Stormwater Bylaw Summary - MVPC.pdf

Please find attached a ConCom memo re stormwater bylaw, received last night. Leah is working on writing up the Planning Board's comments as well. The BOH discussed the draft bylaw at their recent mtgs and did not offer substantive comments, though it sounds like Paul may have more to say as this goes forward. I have also attached a summary we received from MVPC today illustrating where permit-granting authority rests in some other towns in our region.

Wayne and I spoke w Jen Hughes today and have invited her/MVPC to scope out renewed/expanded involvement in this effort, specifically to help us take the working draft Stormwater Regulations that Leah circulated back in February further along. This will greatly flesh out the limited detail in the draft Bylaw, and give everyone a better understanding of what would be involved with administering and enforcing the Bylaw. This will help to make an informed decision re where the administration and enforcement responsibilities should rest.

We're still aiming to pin down a stormwater working group mtg the week of Aug 30<sup>th</sup>, which hopefully will include Jen as well.

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](mailto:townmanager@wnewbury.org)

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**From:** Building Inspector <building.inspector@wnewbury.org>  
**Sent:** Wednesday, August 11, 2021 8:37 AM  
**To:** DPW Director <dpwdirector@wnewbury.org>; Leah Zambarnardi <lzambarnardi@wnewbury.org>; Conservation <conservation@wnewbury.org>; Town Manager <townmanager@wnewbury.org>; Paul Sevigny <psevigny@wnewbury.org>  
**Subject:** RE: Set Up Working Group Meeting for Late August?

I agree Wayne, only as far as the bylaw is concerned it would be town wide for new projects. Not for town requirements for maintenance.

Sam Joslin  
Building Commissioner  
Town of West Newbury

381 Main Street  
West Newbury, MA 01985  
(978) 363-1100 x122

**From:** Town Manager

**Sent:** Wednesday, August 11, 2021 10:58 AM

**To:** DPW Director <[dpwdirector@wnewbury.org](mailto:dpwdirector@wnewbury.org)>; Building Inspector <[building.inspector@wnewbury.org](mailto:building.inspector@wnewbury.org)>; Leah Zambarnardi <[lzambarnardi@wnewbury.org](mailto:lzambarnardi@wnewbury.org)>; Conservation <[conservation@wnewbury.org](mailto:conservation@wnewbury.org)>; Paul Sevigny <[psevigny@wnewbury.org](mailto:psevigny@wnewbury.org)>

**Subject:** RE: Set Up Working Group Meeting for Late August?

Good clarifications, but yes all we're talking about here is the geographic scope of the proposed bylaw.

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](mailto:townmanager@wnewbury.org)

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**From:** DPW Director <[dpwdirector@wnewbury.org](mailto:dpwdirector@wnewbury.org)>

**Sent:** Wednesday, August 11, 2021 8:10 AM

**To:** Building Inspector <[building.inspector@wnewbury.org](mailto:building.inspector@wnewbury.org)>; Leah Zambarnardi <[lzambarnardi@wnewbury.org](mailto:lzambarnardi@wnewbury.org)>; Conservation <[conservation@wnewbury.org](mailto:conservation@wnewbury.org)>; Town Manager <[townmanager@wnewbury.org](mailto:townmanager@wnewbury.org)>; Paul Sevigny <[psevigny@wnewbury.org](mailto:psevigny@wnewbury.org)>

**Subject:** RE: Set Up Working Group Meeting for Late August?

All,

I am concerned if we extend the limits that it is only for the bylaw only and not for the MS4 permit. For example;

1. We are only responsible to clean and inspect CB's in the urbanized area yearly – while the other 60% around town can be done on our own schedule.
2. We are required to street sweep at least once a year in the urbanized area. We do the whole anyhow – but it is not legally required.
3. Outfall inspection and testing (this is the biggest one) we are required to inspect, maintain, map and test all outfalls within the urbanized area. We have about 50-60 outfalls within the urbanized area – there is at least 200 town wide.

So, I have no problem extending the urbanized area as it relates to the bylaw, but want to make sure it does not affect the towns MS4 requirements as it related to the permit.

Wayne

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**From:** Building Inspector <[building.inspector@wnewbury.org](mailto:building.inspector@wnewbury.org)>

**Sent:** Wednesday, August 11, 2021 7:29 AM

**To:** Leah Zambarnardi <[lzambarnardi@wnewbury.org](mailto:lzambarnardi@wnewbury.org)>; DPW Director <[dpwdirector@wnewbury.org](mailto:dpwdirector@wnewbury.org)>; Conservation <[conservation@wnewbury.org](mailto:conservation@wnewbury.org)>; Town Manager <[townmanager@wnewbury.org](mailto:townmanager@wnewbury.org)>; Paul Sevigny <[psevigny@wnewbury.org](mailto:psevigny@wnewbury.org)>

**Subject:** RE: Set Up Working Group Meeting for Late August?

As much as I understand that applying it town wide may cause some (most likely unnecessary) concern, I agree with Leah that the times that the bylaw would be triggered would be very minimal. In not having it as a town wide requirement I have concerns that it would be more likely to be forgotten or missed if it only covers limited projects in a limited area.

Sam Joslin  
Building Commissioner  
Town of West Newbury  
381 Main Street  
West Newbury, MA 01985  
(978) 363-1100 x122

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**From:** Leah Zambarnardi <[lzambarnardi@wnewbury.org](mailto:lzambarnardi@wnewbury.org)>  
**Sent:** Tuesday, August 10, 2021 1:58 PM  
**To:** DPW Director <[dpwdirector@wnewbury.org](mailto:dpwdirector@wnewbury.org)>; Conservation <[conservation@wnewbury.org](mailto:conservation@wnewbury.org)>; Town Manager <[townmanager@wnewbury.org](mailto:townmanager@wnewbury.org)>; Building Inspector <[building.inspector@wnewbury.org](mailto:building.inspector@wnewbury.org)>; Paul Sevigny <[psevigny@wnewbury.org](mailto:psevigny@wnewbury.org)>  
**Subject:** Set Up Working Group Meeting for Late August?

Hi all,

I spoke with Angus earlier today about the Select Board's review of the stormwater bylaw last night. We agreed that another working group meeting should be scheduled in late August/early September. Angus, I hope I'm not ahead of myself here, but I'd like to see if we can get something on the calendar. Would you each send the group your availability for the week of August 23<sup>rd</sup> and 30<sup>th</sup> – and hopefully we can find a time that works for everyone?

I am thinking that items to be discussed can include the following (though please revise as needed):

- Review comments received (PB, SB, ConCom, etc.)
- Rules and Regulations: Both the Select Board and the Planning Board noted that the procedural piece of the draft Bylaw is "skeletal" as the PB put it. We should have a draft of the rules and regulations prepared for circulation. I've attached a very rough redline draft that we can start from. Not sure if Jennifer's contract included preparing draft regulations. If not, perhaps we can use FY22 LTA funds for her to get the attached draft into shape.
- Review draft MS4 maps prepared by MVPC – I have draft maps in pdf to be used with the stormwater bylaw article submission, as handouts, etc.
- anything else?

Let me know if this sounds like a plan.

Leah J. Zambarnardi, AICP  
Town Planner  
Town of West Newbury Planning Office  
381 Main Street  
West Newbury, MA 01985  
1-978-363-1100 ext. 125

Planning Office Hours: Monday, Tuesday and Thursday from 9:30 a.m. to 2:30 p.m.

**It has been determined by the Commonwealth of Massachusetts Office of the Secretary of State that emails are a public record. Please keep this in mind when writing or responding to this email.**

## Town Manager

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**From:** Building Inspector  
**Sent:** Wednesday, August 11, 2021 7:29 AM  
**To:** Leah Zambarnardi; DPW Director; Conservation; Town Manager; Paul Sevigny  
**Subject:** RE: Set Up Working Group Meeting for Late August?

As much as I understand that applying it town wide may cause some (most likely unnecessary) concern, I agree with Leah that the times that the bylaw would be triggered would be very minimal. In not having it as a town wide requirement I have concerns that it would be more likely to be forgotten or missed if it only covers limited projects in a limited area.

Sam Joslin  
Building Commissioner  
Town of West Newbury  
381 Main Street  
West Newbury, MA 01985  
(978) 363-1100 x122

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**From:** Leah Zambarnardi <lzambarnardi@wnewbury.org>  
**Sent:** Tuesday, August 10, 2021 1:58 PM  
**To:** DPW Director <dpwdirector@wnewbury.org>; Conservation <conservation@wnewbury.org>; Town Manager <townmanager@wnewbury.org>; Building Inspector <building.inspector@wnewbury.org>; Paul Sevigny <psevigny@wnewbury.org>  
**Subject:** Set Up Working Group Meeting for Late August?

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Let me know if this sounds like a plan.

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Bylaw Summary

Town	Permitting Authority	Authority Bylaw/ Regulations	Entire Town/MS4 Area Only	Threshold	Minor Permit?	Minor Permit Threshold	IDDE	Column6
Andover	Planning Board	Bylaw	Entire Town	1 Acre	No			
Georgetown	Planning Board	Bylaw	Entire Town	New Impervious of 2,500 s.f., land disturbance of 5,000 s.f. or 20% of parcel or lot (lesser), new dwelling, 1 Acre for or any size if "Hotspot"	Yes	New Impervious 200-2,500 s.f., land disturbance 1,000 - 5,0000 s.f. or 10% (lesser)	Most likely BOH (in process)	
Boxford	Conservation Commission	Bylaw	MS4 Only	(sites with HPP loads) 20,000 s.f. of alteration or land disturbance	No		DPW	
Rowley	Conservation Commission	Bylaw	Entire Town	20,000 s.f. of alteration or land disturbance	No		BOH	
North Andover	Planning Board (ConCom if in jurisdiction)	Bylaw	Entire Town	1 Acre	No		DPW	
Merrimac	Planning Board	Bylaw	Entire Town	20,000 s.f. of alteration or land disturbance	No		BOS	IDDE Bylaw
Groveland	Planning Board (ConCom if in jurisdiction)	Bylaw	Entire Town	20,000 s.f. of alteration or land disturbance	No		Highway & BOH (regulatory mechanism in process)	

Source: Jennifer Hughes, MVPC, 8/11/21. WORKING DRAFT.



# TOWN OF WEST NEWBURY

## CONSERVATION COMMISSION

381 Main Street, West Newbury, Mass. 01985

TEL: 978-363-1100 x126 FAX: 978-363-1119

TO: Angus Jennings, Town Manager

FROM: Conservation Commission

DATE: 8/10/2021

RE: Stormwater Bylaw

At the August 2, 2021 meeting of the West Newbury Conservation Commission the Commission reviewed the draft Stormwater Bylaw.

We have the following questions and comments:

On page 2, should the definition of “Disturbance” include removal of vegetation?

On page 2, in the definition of “Impervious Cover” should “Impervious Surface” in the second sentence be “Impervious Cover”?

On page 4, in the definition of “Stockpiling” we suggest that the exclusion of materials from the stockpiling requirements of erosion controls be limited to 3 cubic yards rather than 10 cubic yards

On page 4, in the definition of “Stormwater Management Permit” does “PGA” refer to Permit Granting Authority? If so, should that be spelled out?

On page 8, Section 5 we suggest making it quite clear that any regulations cannot be less stringent than the Massachusetts WPA by amending the last sentence to read that regulations cannot be “less stringent than those in the MS4 General Permit for Massachusetts or the Massachusetts WPA.”

We suggest that the Stormwater Authority consist of a representative from the DPW, Board of Health, Planning Board, Inspection Department, and Conservation Commission. All of those entities have relevant expertise to contribute and resources to draw on.

If you need further information please contact us.

WEST NEWBURY CONSERVATION COMMISSION

By:

*Judith Mizner*

Judith Mizner, Chair

## Comments on the Draft Stormwater Regulations.

- Definition of applicant states “soil erosion and sediment control permit” should this be revised to state “land disturbance permit”
- I agree with the Conservation Commission that the Stormwater Authority consists of representatives from various departments,
- Section 4. Administration needs to be revised based the make up of the stormwater authority,
- Section 5. As written, I would say that this regulation covers the entire town since every piece of land, at a minimum, drains indirectly into a watercourse or waters of the commonwealth. If this not the intent, then this should be reworded,
- Section 5. A. 2 & 3 leaves room for interpretation and may not be clear by the landowner. Based on 5. A. 3, every land owner would need to consult with the stormwater authority before any work is done to discuss if a permit is required.
- Section 6. There may be situations were a property owner wants to disturb their property without the need for applying for a building permit etc. If the latter is the case, what is the process for dealings with these situations? Based on the requirements of submitting three separate engineering plans as well as recordings on the deed, this may add a considerable hardship on the property owner who just wants to clear their land.
- Section 6. F. has several references to the Planning Board. Should this be the “stormwater authority”,
- Section 9. A. should the words “if applicable” be moved so it would also pertain to the MS4,

## Town Manager

---

**From:** Alex Weisheit [REDACTED]  
**Sent:** Wednesday, August 18, 2021 9:26 AM  
**To:** Town Manager  
**Cc:** Robin Stein; Timothy D. Zessin  
**Subject:** West Newbury Comprehensive Stormwater Management Bylaw  
**Attachments:** KP-#776216-v1-WNBR\_Stormwater\_Management\_Bylaw\_-\_KP\_Edits.DOCX

### CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

Hi Angus:

Attached please find an updated draft of the Stormwater Management Bylaw with proposed edits and comments in red-line format. Please let me know if you have any questions or if there is any other way I can help. Thanks.

-Alex

A. Alexander Weisheit, Esq.

KP | LAW

101 Arch Street, 12th Floor

Boston, MA 02110

O: (617) 654 1823

[REDACTED]  
[REDACTED]  
[REDACTED]  
[www.k-plaw.com](http://www.k-plaw.com)

This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and attachments thereto, if any, and destroy any hard copies you may have created and notify me immediately.

**Town of West Newbury**  
**DRAFT Stormwater Bylaw**  
**DATE**

**ARTICLE I – GENERAL PROVISIONS**

**Section 1. Purpose and Objective**

- A. The purpose of this bylaw is to protect public health, safety, general welfare, and environment by controlling the adverse effects of construction site stormwater runoff and post-construction runoff. Stormwater runoff can be a major cause of:
- (1) Impairment of water quality and flow in lakes, ponds, streams, rivers, coastal waters, wetlands, groundwater and drinking water supplies;
  - (2) Contamination of drinking water supplies;
  - (3) Contamination of downstream coastal areas;
  - (4) Alteration or destruction of aquatic and wildlife habitat;
  - (5) Overloading or clogging of municipal stormwater management systems; and
  - (6) Flooding.
- B. The objectives of this bylaw are to:
- (1) Protect water resources;
  - (2) Comply with state and federal statutes and regulations relating to stormwater discharges including total maximum daily load requirements;
  - (3) Prevent and reduce pollutants from entering the **Town of West Newbury's** municipal separate storm sewer system (MS4);
  - (5) Establish minimum construction and post construction stormwater management standards and design criteria for the regulation and control of stormwater runoff quantity and quality;
  - (6) Establish provisions for the long-term responsibility for, and maintenance of, structural stormwater control facilities and nonstructural stormwater best management practices to ensure that they continue to function as designed are maintained, and pose no threat to public safety; and
  - (7) Recognize the **Town of West Newbury's** legal authority to ensure compliance with the provisions of this bylaw through inspection, monitoring, and enforcement.

**Section 2. Definitions**

Unless a different definition is indicated in other sections of this bylaw, the following definitions and provisions shall apply throughout this bylaw. Additional definitions may be adopted by separate regulation:

**ALTERATION:** Any activity that will measurably change the ability of a ground surface area to absorb water, will change existing surface drainage patterns, or will increase or decrease the rate or volume of flow from a site.

**BEST MANAGEMENT PRACTICE (BMP):** Structural, non-structural and managerial techniques that are recognized to be the most effective and practical means to prevent and/or reduce increases in stormwater volumes and flows, reduce point source and nonpoint source pollution, and promote stormwater quality and protection of the environment. "Structural" BMPs are devices that are engineered and constructed to provide temporary storage and treatment of stormwater runoff. "Nonstructural" BMPs use natural measures to reduce pollution levels, do not require extensive construction efforts, and/or promote pollutant reduction by eliminating the pollutant source.

**CERTIFIED PROFESSIONAL IN EROSION AND SEDIMENT CONTROL (CPESC):** A certified specialist in soil erosion and sediment control. This certification program, sponsored by the Soil and Water Conservation Society in cooperation with the American Society of Agronomy, provides the public with evidence of professional qualifications.

**DEVELOPMENT:** The modification of land to accommodate a new use or expansion of use, usually involving construction.

**DISTURBANCE:** Any activity that causes a change in the position or location of soil, sand, rock, gravel, or similar earth material; results in an increased amount of runoff or pollutants; measurably changes the ability of the ground surface to absorb waters; removes trees; clears or grades land; or results in an alteration of drainage characteristics.

**IMPERVIOUS COVER:** Any material or structure on or above the ground that prevents water infiltrating the underlying soil. Impervious Surface includes without limitation roads, paved parking lots, sidewalks, and rooftops.

**INFEASIBLE:** Means not technologically possible, or not economically practicable and achievable in light of best industry practices.

**INFILTRATION:** The act of conveying surface water into the ground to permit groundwater recharge and the reduction of stormwater runoff from a project site.

**MASSACHUSETTS STORMWATER MANAGEMENT STANDARDS:** The latest version, as may be amended from time to time, of the Stormwater Management Standards and accompanying Stormwater Handbook issued by the Department of Environmental Protection pursuant to authority under the Wetlands Protection Act, MGL c. 131, § 40, and the Massachusetts Clean Waters Act, MGL c. 21, §§ 26 through 53. The Stormwater Management Standards are incorporated in the Wetlands Protection Act Regulations, 310 CMR 10.05(6)(k), and the Water Quality Certification Regulations, 314 CMR 9.06(6)(a).

**MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) or MUNICIPAL STORM DRAIN SYSTEM:** The system of conveyances designed or used for collecting or conveying stormwater, including any road with a drainage system, street, gutter, curb, inlet, piped storm drain, pumping facility, retention or detention basin, natural or man-made or altered drainage channel, reservoir, and other drainage structure that together comprise the storm drainage system owned or operated by **the Town of West Newbury**.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER DISCHARGE PERMIT: A permit issued by United States Environmental Protection Agency (EPA) or jointly with the Commonwealth of Massachusetts that authorizes the discharge of pollutants to waters of the United States.

NPDES PHASE II REGULATED AREA: The area within West Newbury identified by EPA as “Designated MS4 Area” under the NPDES Phase II Stormwater Program.

NONPOINT SOURCE POLLUTION: Pollution from many diffuse sources caused by rainfall or snowmelt moving over and through the ground. As the runoff moves, it picks up and carries away natural and man-made pollutants finally depositing them into a water resource area.

NEW DEVELOPMENT: Any construction activities or land alteration resulting in earth disturbance on an area that has not previously been developed to include impervious cover.

NORMAL MAINTENANCE: Activities that are regularly scheduled to maintain the health and condition of a landscaped area. Examples include removal of weeds or invasive species, pruning, mowing, raking, and other activities that are done at regular intervals within the course of a year.

PERSON: any individual, group of individuals, or entity, including an association, partnership, corporation, company, business, organization, trust, estate, administrative agency, public or quasi-public corporation or body, the Commonwealth or political subdivision thereof.

POINT SOURCE: Any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, or container from which pollutants are or may be discharged.

POLLUTANT: any element of property or sewage, agricultural, industrial or commercial waste, runoff, leachate, heated effluent, or other matter whether originating at a point or nonpoint source, that is or may be introduced into any sewage treatment works or Waters of the Commonwealth. Pollutants shall include:

1. Paints, varnishes and solvents;
2. Oil and other automotive fluids;
3. Nonhazardous liquid and solid wastes and yard wastes;
4. Refuse, rubbish, garbage, litter, or other discarded or abandoned objects, accumulations and floatables;
5. Pesticides, herbicides and fertilizers;
6. Hazardous materials and wastes; sewage, fecal coliform and pathogens;
7. Dissolved and particulate metals;
8. Animal wastes and residues;
9. Rock, sand, salt and soils;
10. Construction wastes and residues;
11. Noxious or offense matter of any kind.

POST-DEVELOPMENT: The conditions that reasonably may be expected or anticipated to exist after completion of the land development activity in accordance with approved plans on a specific site or tract of land. Post-development refers to the phase of a new development or redevelopment

project after completion, and does not refer to the construction phase of a project

**PRE-DEVELOPMENT:** The conditions that exist prior to the proposed disturbance activity. Where phased development or plan approval occurs (preliminary grading, roads and utilities, etc.), the existing conditions at the time prior to the first plan submission shall establish pre-development conditions.

**RECHARGE:** The process by which groundwater is replenished by precipitation through the percolation of runoff and surface water through the soil.

**REDEVELOPMENT:** Development, rehabilitation, expansion, demolition, construction, land alteration, or phased projects that disturb the ground surface, including impervious surfaces, on previously developed sites. The creation of new areas of impervious surface or new areas of land disturbance on a site constitutes new development, not redevelopment, even where such activities are part of a common plan which also involves redevelopment. Redevelopment includes maintenance and improvement of existing roadways including widening less than a single lane, adding shoulders, correcting substandard intersections, improving existing drainage systems and repaving; and remedial projects specifically designed to provide improved stormwater management such as projects to separate storm drains and sanitary recharge and stormwater retrofit projects.

**RUNOFF:** Rainfall, snowmelt, or irrigation water flowing over the ground surface.

**SEDIMENT:** Mineral or organic soil material that is transported by wind or water, from its origin to another location; the product of erosion processes.

**SEDIMENTATION:** The process or act of deposition of Sediment.

**SITE:** Any lot or parcel of land or area of property where Land-Disturbing or Development Activities are, were, or will be performed.

**STOCKPILING:** The storage of unsecured material for future use, excluding the storage of materials 10 cubic yards or less secured and utilizing erosion controls to prevent erosion of material.

**STORMWATER AUTHORITY**<sup>1</sup>: **[AW1] Town of West Newbury** or the board, commission, or its agent, designated to administer and enforce this Bylaw.

**STORMWATER:** Runoff from precipitation or snow melt and surface water runoff and drainage.

**STORMWATER MANAGEMENT:** The use of structural or nonstructural practices that are designed to control or treat stormwater runoff pollutant loads, discharge volumes, and/or peak flow discharge rates. Stormwater management includes the use of low-impact development (LID) management practices.

**STORMWATER MANAGEMENT PERMIT (SMP):** A permit issued by the [PGA Stormwater Authority](#), after review of an application, plans, calculations, and other supporting documents, which is designed to protect the environment of the Town from the deleterious effects of uncontrolled and untreated stormwater runoff.

**TOTAL MAXIMIM DAILY LOAD or TMDL:** the greatest amount of a pollutant that a water body can accept and still meet water quality standards for protecting public health and maintaining

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<sup>1</sup> Policy Discussion – Should the Stormwater Authority be ConCom, Planning, Health, DPW, Inspectional Services?

the designated beneficial uses of those waters for drinking, swimming, recreation, and fishing. A TMDL is also a plan, adopted under the Clean Water Act, specifying how much of a specific pollutant can come from various sources, including stormwater discharges, and identifies strategies for reducing the pollutant discharges from these sources so as not to violate Massachusetts surface water quality standards. (314 CMR 4.00, et seq.)

TOTAL SUSPENDED SOLIDS OR TSS: Undissolved organic or inorganic particles in water.

### **Section 3. Authority**

This bylaw is adopted under authority granted by the Home Rule Amendment of the Massachusetts Constitution, the Massachusetts home rule statutes, the regulations of the Federal Clean Water Act, 40 CFR 122.34, and as authorized by the residents of the Town of West Newbury at Town Meeting dated (insert date).

### **Section 4. Responsibility for administration**

The Stormwater Authority shall administer, implement and enforce this bylaw. Any powers granted to or duties imposed upon the Stormwater Authority may be delegated in writing by Stormwater Authority to its employees or agents.

### **Section 5. Applicability**

- A. This By-law shall be applicable to any alteration, disturbance, including clearing, grading, excavation, development, or redevelopment that will disturb equal to or greater than 1 acre of land (43,560 s.f.).
- B. This By-law shall apply to land or parcels of land that are held in common ownership (including ownership by related or jointly controlled persons or entities) as of the effective date of this Bylaw, if the total land-disturbing activities on said land or parcels, considered as a whole, would presently or ultimately exceed the minimum thresholds established in this Bylaw and the West Newbury Stormwater Regulations and are not exempted activities pursuant to by Section 6.5, No land disturbance activity requiring a permit and no such activity shall commence until a permit under this Bylaw has been issued. A development shall not be segmented or phased in a manner to avoid compliance with this Bylaw.

### **Section 6. Exemptions**

- A. Any activity which will disturb or alter land areas below the thresholds stipulated in Section 5-A above.
- B. Any alteration, disturbance, including clearing, grading, excavation, development, or redevelopment, regardless of square footage, all of which is located outside of the NPDES Phase II Regulated Area and which does not drain to the West Newbury municipal separate storm sewer system within the NPDES Phase II regulated area.
- C. Normal maintenance and improvement of land in agricultural use as defined by the Wetlands Protection Act regulations, 310 CMR 10.04 and G.L.c. 40A, § 3.
- D. Any work or projects for which all necessary approvals and permits, including building permits, have been issued before the effective date of this Bylaw.
- E. Normal maintenance of existing lawn, landscaping or garden areas.

- F. Construction of any fence that will not alter existing terrain or drainage patterns.
- G. Construction of utilities (gas, water, sanitary sewer, electric, telephone, cable television, etc.) other than drainage which will not alter terrain, ground cover, or drainage patterns, provided that appropriate BMPs are used to prevent erosion, sedimentation and release of pollutants.
- H. Emergency repairs to any existing utilities (gas, water, sanitary sewer, electric, telephone, cable television, etc.) or emergency repairs to any stormwater management facility that poses a threat to public health or safety as determined by the Stormwater Authority/PGA.; Where such work is subject to the jurisdiction of the Conservation Commission, the work shall not proceed without the issuance of an Emergency Certification by the Commission (WPA reference).
- I. The maintenance or resurfacing (not including reconstruction) of any public or private way.
- J. The repair or replacement of an existing and lawfully located driveway servicing not more than two dwelling units provided that all work remains within the existing limits of the driveway, erosion control measures are utilized to prevent runoff and sediment from entering a traveled way or adjacent properties, and all surfaces are permanently stabilized within 14 days of final grade.

## Section 7. Regulations

- A. The Stormwater Authority shall adopt within one (1) year, and may periodically amend, regulations, rules and/or written guidance relating to the terms, conditions, definitions, enforcement, fees, procedures and administration of this Stormwater Management ~~bylaw~~ Bylaw by majority vote after conducting a public hearing to receive comments. Such hearing shall be advertised in a newspaper of general local circulation, at least fourteen (14) days prior to the hearing date. Failure of the Stormwater Authority to issue such rules, or regulations, or a legal declaration of their invalidity by a court, shall not act to suspend or invalidate the effect of this bylaw.
- B. Stormwater Management regulations, rules or guidance shall identify thresholds and requirements for Stormwater Management Permits required by this ~~bylaw~~ Bylaw and not inconsistent with the most recent Small Municipal Separate Sewer System General Permit (MS4).

## Section 8. Enforcement

The Stormwater Authority or its authorized agent(s) shall enforce this ~~bylaw~~ Bylaw, and any associated regulations, orders, violation notices, and enforcement orders and may pursue all ~~civil and criminal~~ available legal remedies for such violations.

- A. Civil relief. If a person violates the provisions of this Bylaw, regulations, permit, notice, ~~and/or~~ and/or order issued there-under, the Stormwater Authority may seek injunctive relief in a court of competent jurisdiction restraining the person from activities which would create further violations ~~and/or~~ and/or compelling the person to perform abatement or remediation ~~of~~ the ~~needed to correct the~~ needed to correct the violation.

B. Orders.

- (1) If the Stormwater Authority determines that a person's failure to follow the requirements of a Stormwater Management Permit and the related Erosion and Sedimentation Control Plan, or Operations and Maintenance Plan or any other authorization issued pursuant to this ~~bylaw~~ Bylaw or regulations issued hereunder, then the Stormwater Authority may issue a written order to the person to remediate the non-compliance and/or any adverse impact caused by it, which may include:
    - (a) A requirement to cease and desist from the land-disturbing activity until there is compliance with the ~~bylaw~~ Bylaw and Regulations and provisions of the Stormwater Management Permit and/or other authorization;
    - (b) Maintenance, installation or performance of additional erosion and sediment control measures;
    - (c) Monitoring, analyses, and reporting;
    - (d) Remediation of erosion and sedimentation resulting directly or indirectly from the land-disturbing activity; and/or
    - (e) A requirement to eliminate discharges, directly or indirectly, into a watercourse or into the waters of the Commonwealth.
  - (2) If the Stormwater Authority or its authorized agent determines that abatement or remediation or remediation action of contamination is required to address a violation, the order shall set forth a deadline by which such ~~abatement action or remediation~~ must be completed. Said order shall further provide that, should the violator or property owner fail to adequately abate the violation or perform remediation within the specified deadline, the Town of West Newbury may, at its option, pursue a Court Order allowing the Town to undertake such work, and expenses thereof shall be charged to the violator.
  - (3) Within 30 days after completing all measures necessary to abate the violation ~~or to perform remediation~~, the violator and the property owner will be notified in writing of the costs incurred by **the Town of West Newbury**, including administrative costs. The violator or property owner may file a written protest objecting to the amount or basis of costs with the Stormwater Authority within 30 days of receipt of the notification of the costs incurred. If the amount due is not received by the expiration of the time in which to file a protest or within 30 days following a decision of the Stormwater Authority affirming or reducing the costs, or from a final decision of a court of competent jurisdiction, the costs shall become a special assessment against the property owner and shall constitute a lien on the owner's property for the amount of said costs. Interest shall begin to accrue on any unpaid costs at the statutory rate provided in M.G.L. c. 59, § 57 after the 31st day at which the costs first become due.
- C. Noncriminal disposition. As an alternative to ~~criminal prosecution or a~~ civil action, **the Town of West Newbury** may elect to utilize the noncriminal disposition procedure set forth in M.G.L. c. 40, § 21D in which case the agent of the Stormwater Authority shall be the enforcing person. The penalty for the first violation shall be a warning. The penalty for the second violation shall be \$100. The penalty for the third and all subsequent violations shall

be \$300. Each day or part thereof that such violation occurs or continues shall constitute a separate offense.

- D. Entry to perform duties under this ~~bylaw~~Bylaw. To the extent permitted by local, state or federal law, or if authorized by the owner or other party in control of the property, the Stormwater Authority, its agents, officers, and employees may enter upon privately owned property for the purpose of performing their duties under this ~~bylaw~~Bylaw and regulations and may make or cause to be made such examinations, surveys or sampling as the Stormwater Authority deems reasonably necessary.
- E. Appeals. The decisions and/or orders of the Stormwater Authority shall be final. Further relief ~~shall be appealed to~~ may be requested from a court of competent jurisdiction.
- F. Remedies not exclusive. The remedies listed in this section are not exclusive of any other remedies available under any applicable federal, state or local law.

### **Section 8. Severability**

The provisions of this ~~bylaw~~Bylaw are hereby declared to be severable. If any provision, paragraph, sentence, or clause of this ~~bylaw~~Bylaw or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this ~~bylaw~~Bylaw.

## **ARTICLE II– STORMWATER MANAGEMENT PERMITS**

### **Section 1. Applicability**

No person may undertake a construction activity or land disturbance activity, including clearing, grading, excavation or redevelopment that will disturb equal to or greater than 1 acre without a Stormwater Management Permit approved by a majority of the Stormwater Authority members or as otherwise provided in this ~~bylaw~~Bylaw.<sup>[AW2]</sup>

Any person ~~that~~who fails to follow the requirements of a Stormwater Management Permit and the related Erosion and Sedimentation Control Plan, and Operations and Maintenance Plan, or any Permit issued under the Stormwater Management Regulations shall be in violation of this Bylaw.

### **Section 2. Approval and/or Permit**

A Stormwater Management Permit must be obtained prior to the commencement of Land Disturbing Activity, including ~~or~~ Redevelopment, based on the thresholds established in this Bylaw. An applicant seeking an approval and/or permit shall file an appropriate application with the Stormwater Authority in a form and containing information as specified in this ~~bylaw~~Bylaw and in regulations and/or the Regulations adopted by the Stormwater Authority.

### **Section 3. Consent to Entry onto Property**

An applicant ~~consents~~ should consent to entry of the Stormwater Authority or its authorized agents in or on the site to verify the information in the application and to inspect for compliance with Review or Permit conditions. Refusal to grant access to the site may be grounds for denial of a Stormwater Management Permit.

#### **Section 4. Inspection and Site Supervision**

The Stormwater Authority or its designated agent shall make inspections as outlined in the Stormwater Management Regulations to verify and document compliance with the Stormwater Management Permit.

#### **Section 5. Compliance with the provisions of EPA's General Permit for MS4s in Massachusetts**

This ~~bylaw~~ Bylaw and its related Stormwater Management Regulations shall be implemented in accordance with the requirements of United States Environmental Protection Agency's most recent Massachusetts Small Municipal Separate Storm Sewer System (MS4s) General Permit relating to construction site runoff, and post-construction stormwater management, as well as the Massachusetts Wetlands Protection Act (WPA) and Regulations as may be amended. Where conflicts exist between the MS4 Permit and the WPA, the stricter shall prevail. The Stormwater Authority may establish additional requirements by regulation to further the purposes and objectives of this ~~bylaw~~ Bylaw so long as they are not less stringent than those in the MS4 General Permit for Massachusetts.

#### **Section 6. Surety**

The Stormwater Authority may require ~~the~~ an applicant to post before the start of land disturbance or construction activity, a surety bond, irrevocable letter of credit, cash, or other acceptable security. The form of the bond shall be approved by the Stormwater Authority and Town Counsel and be in an amount deemed sufficient by the Stormwater Authority to ensure that the work will be completed in accordance with the permit. If the project is phased, the Stormwater Authority may release part of the bond as each phase is completed in compliance with the permit.

#### **Section 7. Final Reports**

Upon completion of the work allowed under a Stormwater Management Permit, the applicant shall submit a report (including certified as-built construction plans) from a Professional Engineer (P.E.), surveyor, or Certified Professional in Erosion and Sedimentation Control (CPESC), certifying that all BMPs, erosion and sedimentation control devices, and approved changes and modifications, have been completed in accordance with the conditions of the approved Erosion and Sediment Control Plan and Stormwater Management Plan. The Stormwater Authority may, by regulation, require ongoing reporting to ensure long-term compliance, including, but not limited to, appropriate operation and maintenance of stormwater BMPs. Any discrepancies shall be noted in the cover letter.

#### **Section 8. Certificate of Completion**

The Stormwater Authority shall issue a letter certifying completion of a project following receipt and review of a final report and as-built plan showing that all work allowed under the permit has been satisfactorily completed in conformance with this Bylaw and any regulations enacted hereunder.

## Town Manager

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**From:** Leah Zambernardi  
**Sent:** Thursday, February 18, 2021 1:59 PM  
**To:** Town Manager  
**Subject:** RE: MS4 updates - yesterday's working group mtg; and today's notice from MDEP  
**Attachments:** Building Permits - 1 acre or more disturbance-2016 to Present.xlsx

Hi Angus, This is a great synopsis of how yesterday went. Would you mind if I steal the relevant parts for my update to Brian and the Board re: MVPC and LTA? Also, I fine tuned my list of projects in Town from 2016-present that received a building permit and disturbed 1 acre or more. I included columns to indicate whether a project involved PB or ConCom permitting. I filled out the PB piece and I sent it to Bert today to see if he would take care of the ConCom piece.

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**It has been determined by the Commonwealth of Massachusetts Office of the Secretary of State that emails are a public record. Please keep this in mind when writing or responding to this email.**

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**From:** Town Manager <townmanager@wnewbury.org>

**Sent:** Thursday, February 18, 2021 1:09 PM

**To:** Conservation <conservation@wnewbury.org>

**Cc:** DPW Director <dpwdirector@wnewbury.org>; Leah Zambernardi <lzambernardi@wnewbury.org>; Paul Sevigny <psevigny@wnewbury.org>; Building Inspector <building.inspector@wnewbury.org>

**Subject:** MS4 updates - yesterday's working group mtg; and today's notice from MDEP

Bert,

We had our stormwater working group mtg yesterday a Wayne, Leah, Paul, Sam and myself. I think you were probably in or en route to Hamilton; we'll schedule the next one at a time that you're available.

Leah had put together a draft Bylaw and Regulations which she'd sent around on Feb 8, I'm not sure if you had a chance to review. Long story short, we decided yesterday that we're not ready to bring forward a proposed stormwater bylaw for the May 22<sup>nd</sup> Town Meeting, even though it is required that we do so as a condition of our MS4 permit. (More detail on this in forwarded email below). We feel that the better decision is to take more time to get the Bylaw right, with a goal of bringing it forward in Fall 2021.

Part of why we decided to forgo a nearer-term proposal is that we think that the Conservation Commission and/or your office will have an important role to play in administering a new bylaw. Some aspects of the bylaw are prescribed by EPA, but some critical decisions we'll need to make locally include:

- Which entity will be the permit-granting authority? Could be a Board/Commission, or potentially a department/staff person. We're looking at options here.
- Which entity will be the enforcement authority? Could be Inspectional Services, but may be a better fit for Conservation since you already play an enforcement role for projects the Commission approves. May end up being a shared responsibility.

- Will the requirements apply town-wide or only within the MS4 regulated area? We're working to better understand, based on the threshold for required permitting, roughly how many permits may be required per year once a new Bylaw is in place. My initial thought is that the requirements should only apply within the MS4 regulated area.

We will therefore need the Commission's and your active involvement in this effort in the coming months leading up to a Fall Town Meeting, and we did not see that there is time on the calendar to fully think through these (and other) issues for a May Town Meeting. In light of the requirement to have a Bylaw in place by June 30<sup>th</sup>, in our Annual Report due to EPA/DEP in September we'll document the work that we have done and will continue to do toward getting a bylaw in place. At least we'll be able to show some progress. We expect to propose a warrant article to get funding to engage a consultant to help us with this; although we're working in parallel to try to get assistance from MVPC via the LTA hours allocated to West Newbury.

Wayne will continue to take the lead on scheduling stormwater working group meetings. Please let him know your regular availability, and it may be helpful to put that on your Outlook calendar so everyone can see when you're here or not. Please also continue to keep the Commission apprised of this ongoing work on the stormwater bylaw and MS4 permit compliance more generally.

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](mailto:townmanager@wnewbury.org)

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**From:** Schifman, Laura (DEP) [REDACTED]  
**Sent:** Thursday, February 18, 2021 11:16 AM  
**Subject:** MS4 Regulatory update - UPCOMING DEADLINE TO UPDATE POST CONSTRUCTION BYLAWS OR REGULATIONS  
**Importance:** High

Dear MS4 permittee,

All Massachusetts MS4s must update their post-construction ordinance, bylaws, regulations, or other regulatory mechanism by **June 30, 2021**. This, and all post-construction requirements, can be found in Part 2.3.6 of the 2016 MA MS4 permit: <https://www3.epa.gov/region1/npdes/stormwater/ma/2016fpd/final-2016-ma-sms4-gp-mod.pdf>. Updated ordinances, bylaws, regulations, or other mechanisms intended to control stormwater runoff from new and redevelopment projects must:

1. Apply to projects that disturb a minimum of 1 acre of land (or projects that are part of a common plan of development that disturb a minimum of 1 acre of land total)
2. Require stormwater management systems be designed in compliance with the 2008 Massachusetts Stormwater Handbook (or be more stringent than those standards)

3. Require Total Phosphorus and Total Suspended Solids (TSS) reduction from post-construction stormwater runoff from new and re-development as defined in the Permit.
  - a. New development: 90% removal of average annual load of TSS and 60% removal of average annual load of Total Phosphorus
  - b. Re development: 80% removal of average annual load of TSS and 50% removal of average annual load of Total Phosphorus

With the Massachusetts Stormwater Handbook undergoing revisions, MassDEP advises MS4s to develop ordinance, bylaws, regulations, or other regulatory mechanisms to be in compliance with the 2016 MS4 Post Construction Stormwater Management requirements as outlined in Part 2.3.6 of the permit, in part mentioned above, to meet the June 30, 2021 deadline. When the MS4 Permit is re-issued, municipalities may be required to update their ordinance, bylaws, regulations, or other regulatory mechanism again to adopt MassDEP's Stormwater Handbook which is expected to be revised in 2021.

Review of the Year 2 annual report submissions indicated that 40% of respondents had completed this regulatory update consistent with the permit requirements. However, upon further inspection, the majority of those respondents did not include pollution reduction requirements for Total Phosphorus and TSS in their ordinance, bylaw, regulations, or other mechanism. All 2016 MS4 permit holders should take care to complete another review of their ordinance, bylaw, regulations, or other mechanism to determine if it needs further updating to meet permit requirements by the June 30, 2021 deadline.

MassDEP has funded the Northern Middlesex Stormwater Collaborative to produce template bylaws and regulations that permittees can use to meet this requirement. In addition, the Neponset River Stormwater Partnership has also produced templates that permittees can use to help meet this upcoming requirement. Links to these tools and to other resource can be found on EPA's (<https://www.epa.gov/npdes-permits/stormwater-tools-new-england#pcsm>) and MassDEP's (<https://www.mass.gov/info-details/stormwater#resources-and-tools-for-ms4-compliance->) webpages.

**Post construction stormwater control is an important part of a comprehensive stormwater program in all communities. Please take time now to plan and ensure the deadline to complete this regulatory update on June 30, 2021 is met.**

Laura Schifman, Ph.D.  
Statewide Stormwater Coordinator  
Massachusetts Department of Environmental Protection

[p] (617) 556-1157 *\*note that I am working remotely due to COVID19 and do not have access to this phone aside from voicemail.*

[e] [laura.schifman@mass.gov](mailto:laura.schifman@mass.gov)

Building Permit Information - 1 Acre or More, 2016 to March 2021

Affiliated Project (if any)	Map/Lot Date	St No	Street	MS4 Area (Y/N)	Planning Board SW <sup>1</sup> Review (Y/N)	Conservation Commission Review Y(OOC, DA, EO <sup>2</sup> )/ N	Description
Gorman ANR Plan	0015 0000 0074 05/10/2018	7A	ARCHELAUS HILL RD	N	N	N	New 3,600 SF Home
	0015 0000 0074B 03/12/2019	7B	ARCHELAUS HILL RD	N	N	Y (DA)	Construction of new single family home approximately 2,900 square feet with 3 bedrooms and an attached 2 car garage
Collins Reduced	0010 0000 03/25/2019	12	DOLE PL	Y	N	N	Build new SFD per plans
Frontage, ANR	0010 0000 07/24/2019	14	DOLE PL	Y	N	Y (OOC)	New SFD
	0010-0000-00580 06/06/2019	16	DOLE PL	Y	N	N	Build new SFD 2992 sq'
Daley ANR	0025 0000 0001A 03/22/2017	716	MAIN ST	N	N	N	Build new 3000 sq' SFD per plans
Common Driveway	0025 0000 0001B 03/22/2017	718	MAIN ST	N	N	N	Build new 3000 sq" SFD per plans
Special Permit	0025 0000 001C 01/05/2017	722	MAIN ST	N	N	N	Build new 2450 sq' SFD
Collins ANR	0270 0000 05/01/2019	44	GARDEN ST	N	N	N	Build new 2600 sq' SFD 4 bedroom 2 1/2 baths
	0270-0000-00230 05/01/2019	46	GARDEN ST	N	N	N	Build new 2600 sq' SFD
	0270 0000 06/17/2019	48	GARDEN ST	N	N	DA	Build new SFD
Drakes Landing	0100 0013 00330 09/13/2018	13	DALEY DRIVE	Y	Y (whole project)	Y (OOC, whole project)	single family home
OSPD	0100 0014 00330 03/25/2019	14	DALEY DRIVE	Y	Y (whole project)	Y (OOC, whole project)	single family dwelling
	0100 0017 00330 02/04/2019	17	DALEY DRIVE	Y	Y (whole project)	Y (OOC, whole project)	construct a two story single family with garage
	0100 0019 00330 11/05/2018	19	DALEY DRIVE	Y	Y (whole project)	Y (OOC, whole project)	single family dwelling w/finished basement
	0100 0021 00330 11/05/2018	21	DALEY DRIVE	Y	Y (whole project)	Y (OOC, whole project)	single family dwelling
	0100 0023 00330 06/24/2019	23	DALEY DRIVE	Y	Y (whole project)	Y (OOC, whole project)	single family home with attached garage
	0100 0027 00330 12/09/2019	27	DALEY DRIVE	Y	Y (whole project)	Y (OOC, whole project)	single family dwelling
	0100 0029 00330 05/13/2019	29	DALEY DRIVE	Y	Y (whole project)	Y (OOC, whole project)	single family dwelling

## Building Permit Information - 1 Acre or More, 2016 to March 2021

Affiliated Project (if any)	Map/Lot Date	St No	Street	MS4 Area (Y/N)	Planning Board SW <sup>1</sup> Review (Y/N)	Conservation Commission Review Y(OOC, DA, EO <sup>2</sup> )/ N	Description
	0100 0031 00330 07/24/2019	31	DALEY DRIVE	Y	Y (whole project)	Y (OOC, whole project)	single family homewith garage
	0100 0033 00330 12/17/2019	33	DALEY DRIVE	Y	Y (whole project)	Y (OOC, whole project)	construct a single family home
	0100 0001 00330 12/17/2018	1	DALEY DRIVE	Y	Y (whole project)	Y (OOC, whole project)	single family dwellig
	0100 0002 00330 02/20/2019	2	DALEY DRIVE	Y	Y (whole project)	Y (OOC, whole project)	single family home
	0100 0003 00330 12/17/2018	3	DALEY DRIVE	Y	Y (whole project)	Y (OOC, whole project)	construct a 2 bedroom single family dwellin
	0100 0004 00330 09/04/2019	4	DALEY DRIVE	Y	Y (whole project)	Y (OOC, whole project)	
	0100 0005 00330 09/12/2018	5	DALEY DRIVE	Y	Y (whole project)	Y (OOC, whole project)	construct new single family dwelling
	0100 0006 00330 03/11/2020	6	DALEY DRIVE	Y	Y (whole project)	Y (OOC, whole project)	New residential construction, B unit
	0100 0007 00330 09/12/2018	7	DALEY DRIVE	Y	Y (whole project)	Y (OOC, whole project)	construct single family home
	0100 0008 00330 08/14/2019	8	DALEY DRIVE	Y	Y (whole project)	Y (OOC, whole project)	construct a single family dwelling with garage
	0100 0009 00330 10/24/2018	9	DALEY DRIVE	Y	Y (whole project)	Y (OOC, whole project)	single family dwelling
	0100 0010 00330 02/20/2019	10	DALEY DRIVE	Y	Y (whole project)	Y (OOC, whole project)	single family home
	0100 0011 00330 10/24/2018	11	DALEY DRIVE	Y	Y (whole project)	Y (OOC, whole project)	single family dwelling
	0100 0012 00330 02/20/2019	12	DALEY DRIVE	Y	Y (whole project)	Y (OOC, whole project)	single family home
	0100 0015 00330 09/13/2018	15	DALEY DRIVE	Y	Y (whole project)	Y (OOC, whole project)	single family home
	0100 0016 00330 09/04/2019	16	DALEY DRIVE	Y	Y (whole project)	Y (OOC, whole project)	
	0100 0018 00330 11/03/2020	18	DALEY DRIVE	Y	Y (whole project)	Y (OOC, whole project)	

## Building Permit Information - 1 Acre or More, 2016 to March 2021

Affiliated Project (if any)	Map/Lot Date	St No	Street	MS4 Area (Y/N)	Planning Board SW <sup>1</sup> Review (Y/N)	Conservation Commission Review Y(OOC, DA, EO <sup>2</sup> )/ N	Description
	0100 0020 00330 01/12/2021	20	DALEY DRIVE	Y	Y (whole project)	Y (OOC, whole project)	Barbary unit on lot 20
	0100 0024 00330 08/20/2020	24	DALEY DRIVE	Y	Y (whole project)	Y (OOC, whole project)	Barrow unit on lot 24
	0100 0025 00330 06/24/2019	25	DALEY DRIVE	Y	Y (whole project)	Y (OOC, whole project)	construct a single family dwelling
	0100 0026 00330 01/27/2020	26	DALEY DRIVE	Y	Y (whole project)	Y (OOC, whole project)	New single home construction
	0100 0028 00330 08/18/2020	28	DALEY DRIVE	Y	Y (whole project)	Y (OOC, whole project)	New construction D model unit
	0100 0035 00330 12/31/2020	35	DALEY DRIVE	Y	Y (whole project)	Y (OOC, whole project)	Drake unit on lot 35
	0100 0037 00330 08/20/2020	37	DALEY DRIVE	Y	Y (whole project)	Y (OOC, whole project)	Construction of D unit on lot 37
87 Main ANR	0020 0000 0028A 02/24/2020	85	MAIN ST	N (Edge of MS4)	N	N	Construction of an attached SFD
Common Driveway	0020 0000 0028B 02/26/2020	87	MAIN ST	N (Edge new MS4)	N	Y (OOC)	Build new attached SFD
Special Permit	0020 0000 0028C 04/23/2020	89	MAIN ST	N (Edge of MS4)	N	N	Construction of one side of a duplex
	0020 0000 04/23/2020	91	MAIN ST	N (Edge of MS4)	N	N	Construction of one side of a duplex
	0020 0000 09/21/20	93	MAIN ST	N (Edge of MS4)	N	N	Install Foundation for new duplex
	0020 0000 09/21/20	95	MAIN ST	N (Edge of MS4)	N	N	Install Foundation for new Duplex
Cook/Haddock	0080 0000 9/9/2019	70	ASH ST	N	N	Y (OOC)	New SFD w/ 4 car garage
ANR &	0008 0000 0005C 09/26/2018	68	ASH ST	N	N	Y (OOC)	Build new single family home according to plan. All approvals in place.
Common Driveway	0080 0000 09/08/20	72	ASH ST	N	N	N	Build new SFD per plans
Sullivans Court Ext	0011 0000 06-18 08/01/2019	5	SULLIVANS CT	Y	Y (Whole Project)	Y (OOC)	new home construction
Definitive Subdivision	0011 0000 04-18 07/18/2018	9	SULLIVANS CT	Y	Y (whole project)	Y (OOC)	Build new SFD 2416sq'
Reduced Frontage Lot	0011 0000 03-18 12/10/2019	11	SULLIVANS CT	Y	Y (whole project)	Y (OOC)	New Construction Plans attached

## Building Permit Information - 1 Acre or More, 2016 to March 2021

Affiliated Project (if any)	Map/Lot Date	St No	Street	MS4 Area (Y/N)	Planning Board SW <sup>1</sup> Review (Y/N)	Conservation Commission Review Y(OOC, DA, EO <sup>2</sup> )/ N	Description
Common Driveway	001U-0000-0019B11/30/2016	12	SULLIVANS CT	Y	Y (whole project)	Y (OOC)	Build new SFD per plan
	001 0000 02-18 09/10/2018	13	SULLIVANS CT	Y	Y (whole project)	N	to build a new residential dwelling
	0011 0000 06/14/2017 001-18	15	SULLIVANS CT	Y	Y (whole project)	Y (OOC)	Build new 2980 sq' SFD
N/A	0210-0000-00020 08/05/2020	409	MIDDLE ST	N	N	Y (OOC)	Construct new two family home
N/A	0060-0000-0007E 01/30/2019	97	MOULTON ST	N	N	Y (OOC)	CONSTRUCT NEW MODULAR HOME.
N/A	0017 0000 0008D 03/20/2017	154	GARDEN ST	N	N	Y (DA)	New SFD
N/A	0090-0000-00020 06/24/2019	109	BACHELOR ST	N (Edge of MS4)	N	Y (DA & EO)	Construction of a free standing accessory garage/barn FEE BASED ON 132,000.00
N/A	0027 0000 00024 08/18/2017	50	GARDEN ST	N	N	Y (OOC)	SFD
N/A	0170-0000-00035 12/30/2019	16	INDIAN RIDGE RD	N	N	N	Build new garage and workshop per plans
N/A	0170-0000-00035 06/03/2020	16	INDIAN RIDGE RD	N	N	N	New barn - 4 stall
N/A	0030-0000-00364 08/17/2017	11	WOODCREST DR	N	N	Y (OOC)	Build new SFD 3234 sq'
N/A	0120-0000-00100 11/20/2017	11	WORTHS LN	N	N	N	Build new SFD per plans
N/A	0080-0000-0011D06/11/2020	58	ASH ST	N	N	Y (OOC)	Construct single family home at 3200sqft , 4 bedroom, 3 car garage
N/A	0280-0000-00250 01/08/2020	10A	NORINO DR	N	N	N	Build new SFD
N/A	0280-0000-00090 10/24/2018	12	MIRRA WAY	N	N	N	new house

<sup>1</sup> SW - Stormwater<sup>2</sup> OOC - Order of Conditions; DA- Determination of Applicability; EO - Enforcement Order

## Town Manager

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**From:** DPW Director  
**Sent:** Tuesday, August 17, 2021 10:43 AM  
**To:** Community Preservation Committee  
**Cc:** Town Manager  
**Subject:** Page School Playground Project  
**Attachments:** MEO21503 3D-2.jpg

Barbara,  
Hope all is well. I just wanted to give you a status report on the progress on the Page School Playground.

I have attach a plan showing the playground design. We are about 95% complete on the design. Just need to add the GAGA pit and the 16' x 16' heavy duty shade structure to the plan. Once these are added by the designer, I will send out to all and schedule hopefully our final community design review meeting within the next 3-4 weeks. We have started detailed discussion with our site draining consultant GEI and are on schedule.

I would also like to discuss and determine a color theme during our final design meeting.

Once we get positive feedback from the community, (assume no major changes) I will prepare the contract with the supplier and installer with the goal to build the playground in October. The cut-off date to install the playground surface is October 31. So if we don't install by then – we have to wait until the spring – which is not what we prefer.

Thanks,  
Wayne

Wayne S. Amaral  
Director of Public Works  
Tree Warden, MCPPO

Town of West Newbury  
381 Main Street  
West Newbury, MA 01985  
(978) 363-1100 x120  
dpwdirector@wnewbury.org



# PAGE SCHOOL

MEO21503 • 07.27.2021



# Assure Station Metrics Monthly Reporting

Town of West Newbury - Monthly Report - June 2021

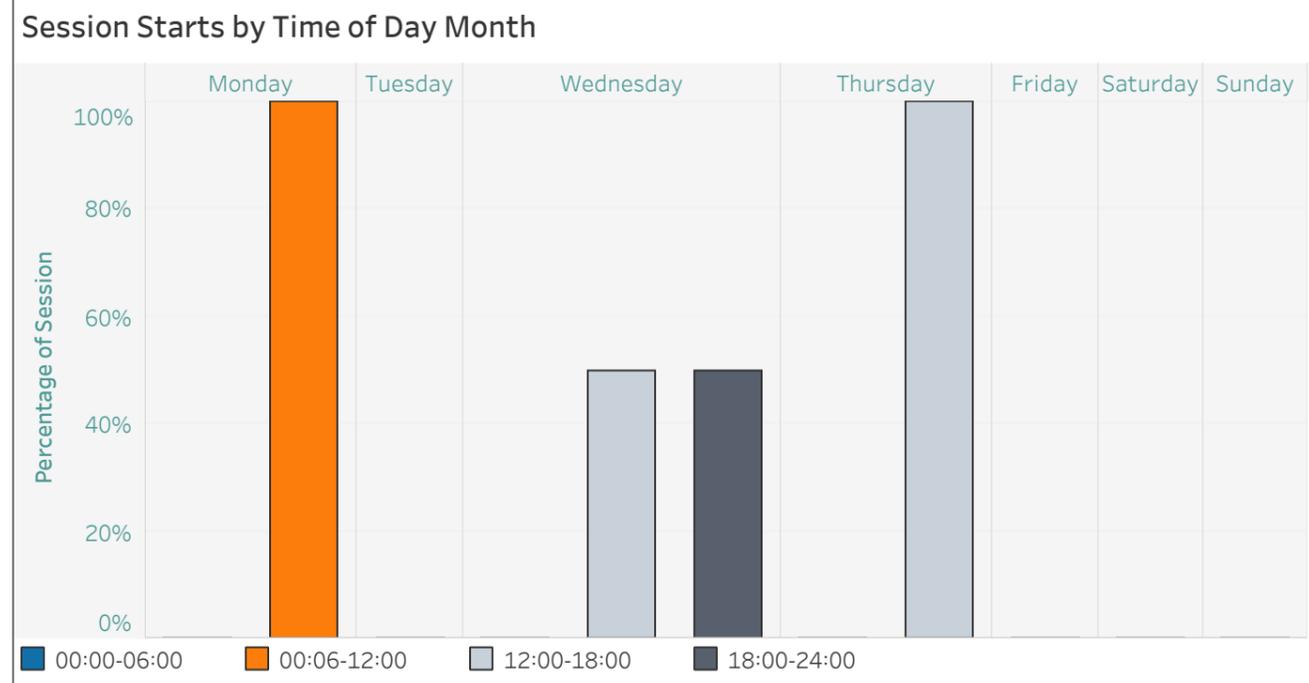
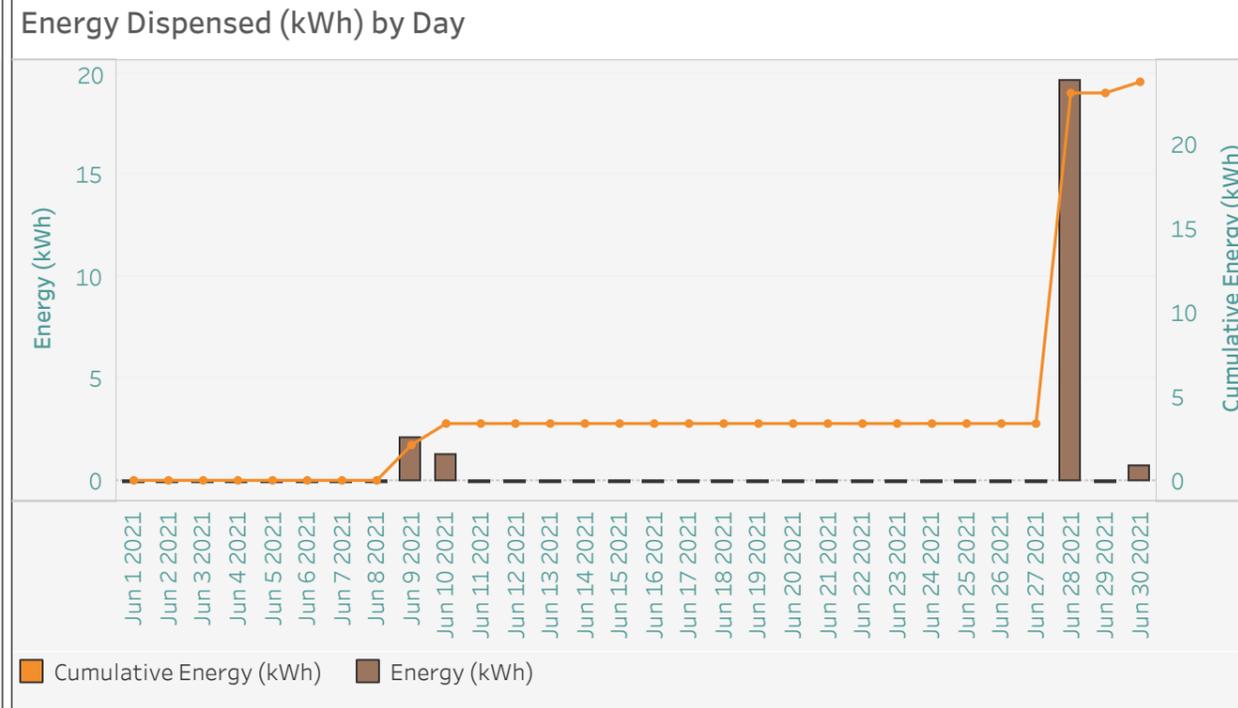
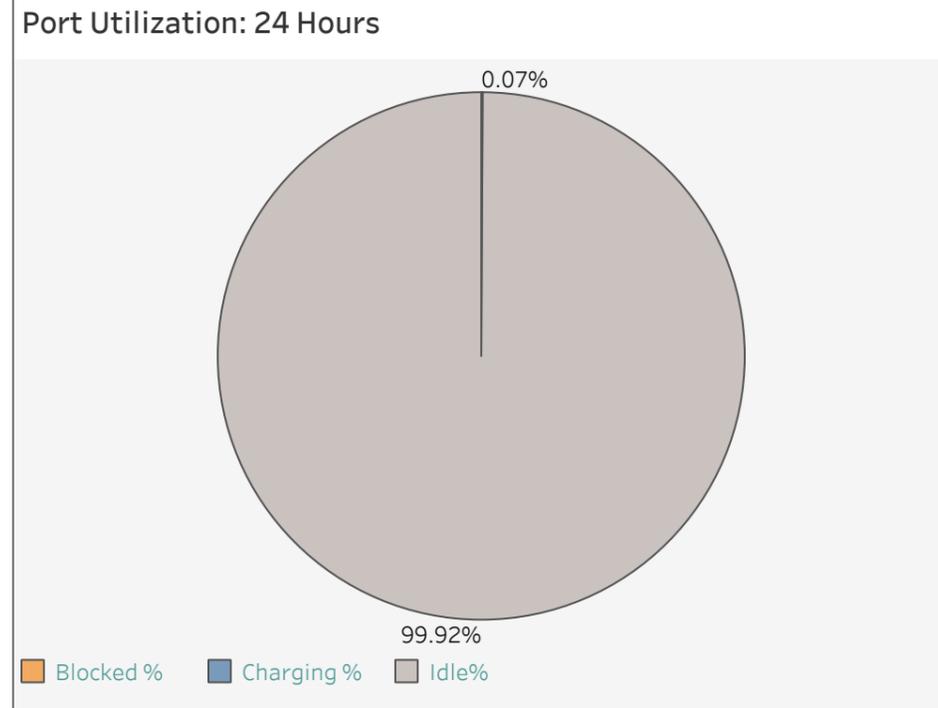
Company Id  
112991

Port Level  
All

Organization Name  
All

Month End Date  
6/30/2021

Port Count	Station Count	Total Revenue (\$)	Energy (kWh)	GHG Savings (kg)	Gasoline Saved (Gal)	Unique Driver	Chargepoint Response SLA	Session Count
8	4	7	24	10	3	4	100.00%	4



Average Session Duration (Hours)	1.11
Average Session Charge Time (Hours)	1.08
Average Session Energy (kWh)	5.93
Average Session Revenue (\$)	1.87
Occupied Hours	4.437
Charging Hours	4.314
Service Tickets	1.000



# Assure Station Metrics Quarterly Reporting

Town of West Newbury - Quarterly Report - 2021 Q2

Company Id  
112991

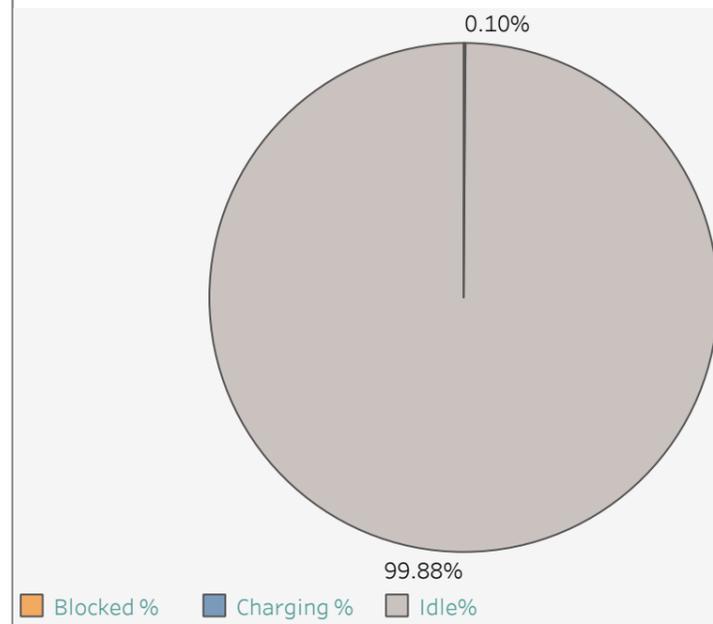
Port Level  
All

Organization Name  
All

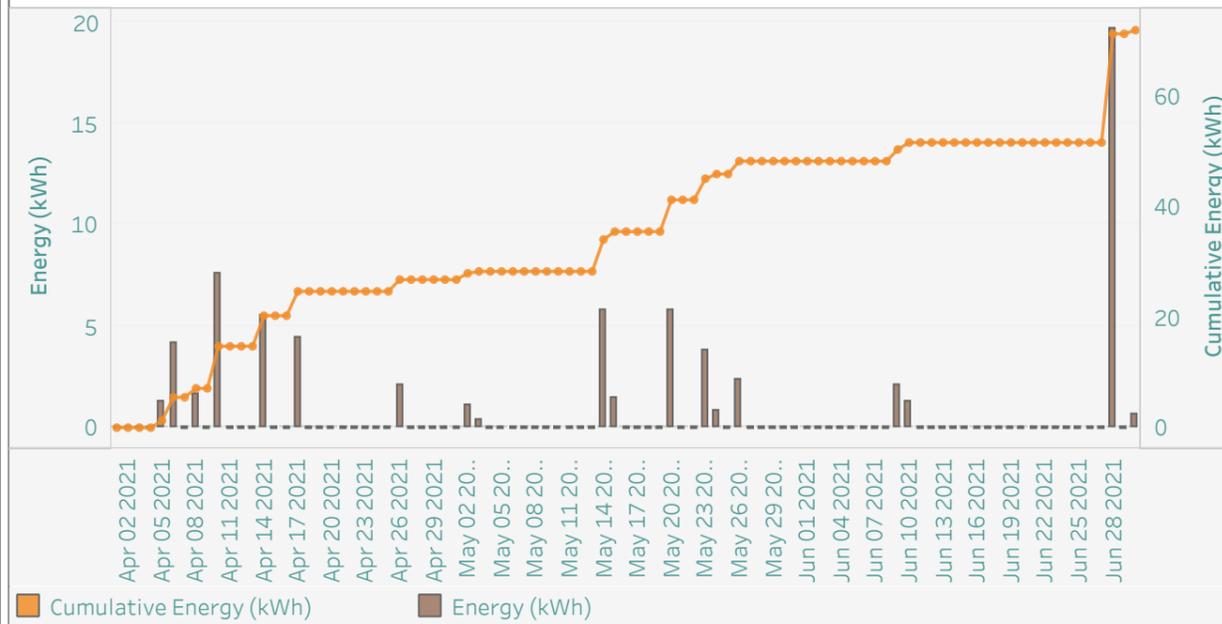
Quarter Year  
6/30/2021

Port Count	Station Count	Total Revenue (\$)	Energy (kWh)	GHG Savings (kg)	Gasoline Saved (Gal)	Unique Driver	Chargepoint Response SLA	Session Count
8	4	23	72	30	9	13	100.00%	24

Port Utilization: 24 Hours



Energy Dispersed (kWh) by Day



Session Starts by Time of Day Quarter



Average Session Duration (Hours)	0.84
Average Session Charge Time (Hours)	0.72
Average Session Energy (kWh)	3.00
Average Session Revenue (\$)	0.94
Occupied Hours	20.13
Charging Hours	17.31
Service Tickets	1.00

Service Entitlement Status Breakdown of Assure Stations					
	Expired	0-30 Days	1-6 Months	6-12 Months	1+ Year
Assure	0	0	0	0	4
SW	0	0	0	0	4

- You dispensed more energy than 10.85 % of other Assure customers.
- You collected more fees than 57.05 % of other Assure customers.
- You fueled more unique drivers than 48.52 % of other Assure customers.
- Your 24 hour charging utilization was higher than 13.02 % of other Assure customers.

Station Name	Total Energy (kWh)	Total Sessions	Total Fees (\$)	Gasoline Saved (Gal)	GHG Savings (kg)	Charging Hours	Occupied Hours	Uptime (%)
WEST NEWBURY 1910 BLDG 1	36	12	\$ 11.45	5	15	9	12	100.00%
WEST NEWBURY 1910 BLDG 2	16	7	\$ 5.00	2	7	3	3	100.00%
WEST NEWBURY PAGE SCHOOL 1	9	2	\$ 2.85	1	4	2	2	100.00%
WEST NEWBURY PAGE SCHOOL 2	11	3	\$ 3.33	1	4	3	4	100.00%



## Assure Station Metrics Reporting Appendix

**Port Utilization Chart:** This is a view of station utilization during common business hours.

You can use this information to determine if updates need to be made to pricing / access policies or if stations should be added.

**Session Start Distribution Chart:** This is a view (by day) of what times drivers start sessions.

You can use this information to fine tune time of day pricing policy rules.

**Station / Port Count:** In order to be counted, a station must have the "Assure" entitlement applied.

This is the number of stations / ports that currently have the "Assure" entitlement.

**Total Revenue:** This is the sum of session fees generated by your "Assure" stations minus the ChargePoint service fee (10%).

This is based on session dates (not transaction date which may differ). Your Flex Billing reports should be used for financial reporting.

**Energy (kWh):** All energy dispensed through your "Assure" stations.

This data point can be useful in reconciling station energy against energy bills.

**GHG Savings (kg):** All the green house gasses (95% CO2) that would have been released had the miles provided by your stations come from gasoline.

This data point can be useful in sustainability reporting.

**Unique Drivers:** The number of unique drivers that used your stations this month (a driver would be counted only once even if they used different RFID cards).

An understanding of the number of unique drivers visiting may be useful in creating station messaging / video ads.

**Gasoline (Gal) Saved:** All the gasoline that would have been burned had the miles provided by your stations come from gasoline.

This data point can be useful in sustainability reporting.

**ChargePoint Response SL:** Percentage of tickets to which ChargePoint responded within Service Level (1 business day).

ChargePoint holds itself accountable to our Service Level commitment.

**Uptime:** Percentage of time that your ports were capable of dispensing power.

ChargePoint is committed to keeping your ports dispensing power 98% of the time or better.

**Sessions:** Total session count.

An understanding of the number of times your stations authorize a session can be useful creating station messaging / video ads.

**Average Session Duration:** Average amount of time drivers occupy your stations.

This data point can be useful in fine tuning length of stay pricing policy rules.

**Average Charging Time:** Average amount of time per session energy is flowing.

This data point can be useful in fine tuning length of stay pricing policy rules.

**Average Session Energy:** Average amount of energy dispensed.

This data point can be useful in fine tuning price per kW pricing policy rules.

**Average Session Revenue:** Average session fee - 10%.

This data point can be useful in fine tuning minimum & maximum values for pricing policy rules.

**Total Hours Occupied:** Sum of all session durations.

This is used in part to determine utilization.

**Total Hours Charging:** Sum of all session charging durations.

This is used in part to determine utilization.

**New Service Tickets:** Count of trouble tickets tracking issues with a "Assure" station created this month.

This will help in keeping track of station fault issues raised with ChargePoint Support.