



**Town of West Newbury
Board of Selectmen
Tuesday, September 8, 2020 @ 6:00pm
381 Main Street, Town Office Building
www.wnewbury.org**

RECEIVED
TOWN CLERK
WEST NEWBURY, MA
2020 SEP -3 PM 1:45

AGENDA

Executive Session: 6:00pm by remote participation

- ❖ 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 (*requests for vacation carry-forward past October 31, 2020; Chief Assessor job posting*);
- ❖ 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 (*requests for rent waiver due to COVID-19: The Children's Castle, The Learning Tree*);
- ❖ 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 (*183 River Road; 31 Dole Place*).

Open Session: 7pm by remote participation (see below)

Announcements:

- This meeting is being broadcast on local cable TV and recorded for rebroadcast on the local cable channels and on the internet. Meeting also accessible by remote participation; instructions below.
- Department of Energy Resources awards West Newbury Green Communities Competitive Grant.
- West Newbury Honors Julian D. Steele with historic marker located in front of Town Hall, 491 Main Street.
- Flu Shot clinic offered by CVS Pharmacy, at Town Office Annex. Sept. 8 & Sept. 21, 2020 from 4-7pm.
- Call for volunteers: seeking members for Finance Committee, ZBA (Associate Member), COA, etc.
- Reminder to subscribe for emailed Town news/announcements at <https://www.wnewbury.org/subscribe>

Regular Business

- A. Letter of recognition for Officers Rich Parenteau and Paul Decoste – *Police Chief Jeffery Durand*
- B. Request for appointment of Officer Eric Forni as Interim Overnight Police Sergeant – *Chief Durand*
- C. Request for appointment of dispatch candidates; Monique Quadros and Kylie Kennedy – *Chief Durand*
- D. Updates regarding coronavirus pandemic, including updates from Town Counsel regarding recent and proposed legislation and Executive Orders regarding COVID-19)
- E. Public hearing regarding cable television licensing process and application for renewal of cable television license received from Verizon FIOS
- F. Request for Special Event Permit for Pipestave Hill Horse Trials event on Oct. 11, 2020 – *West Newbury Riding & Driving Club*
- G. Proposed change to Electrical Permit Fees to facilitate allowance for online payments and fee waiver proposal – *Sam Joslin, Building Inspector*
- H. Proposed adoption of updated ADA Grievance Policy – *Sam Joslin, Building Inspector*
- I. Presentation regarding MS4 stormwater management “stormwater 101” and update on items for FY20 Annual Report due to U.S. EPA on Sept. 30, 2020 – *Wayne Amaral, DPW Director*
- J. Discussion of anticipated schedule for certification of FY20 Free Cash and effect on Town Meeting
- K. Vote to close Warrant and finalize date and time for fall Special Town Meeting
- L. Review of requests for Warrant Articles for fall Special Town Meeting, and determination of which Articles to include on Special Town Meeting Warrant
- M. Update on Planning Board Site Plan Review process for Electric Vehicle charging stations proposed at 1910 Building and at Page School
- N. Announcement of execution of FY21 Police Union Contract
- O. Meeting minutes: August 18, 2020, August 17, 2020; August 6, 2020; August 3, 2020.

Town Manager Updates

- P. Update on contract award for engineering/design/permitting for Middle Street Bridge.
- Q. Update on the emergence of an algae bloom on the Upper and Lower Artichoke Reservoirs.
- R. Follow up meeting assignments; and placing items for future agendas.

Posted Agenda on 9/3/2020 at the Town Offices and the Town's Official Website www.wnewbury.org

Addendum to Meeting Notice regarding Remote Participation

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

Specific information and the general guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found on the Town of West Newbury website, at www.wnewbury.org. For this meeting, members of the public who wish to listen to the meeting may do so in the following manner:

GoToMeeting

Phone: (872) 240-3212

Access Code: 767-558-549

Or, from computer, tablet or smartphone: <https://global.gotomeeting.com/join/767558549>

No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post on the West Newbury website an audio or video recording, transcript, or other comprehensive record of proceedings as soon as practicable after the meeting.



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF
ENERGY AND ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENERGY RESOURCES
100 CAMBRIDGE ST., SUITE 1020
BOSTON, MA 02114
Telephone: 617-626-7300
Facsimile: 617-727-0030

Charles D. Baker
Governor

Kathleen A. Theoharides
Secretary

Karyn E. Polito
Lt. Governor

Patrick C. Woodcock
Commissioner

September 1, 2020

Angus Jennings, Town Manager
Town of West Newbury
381 Main Street
West Newbury, MA 01985

Dear Town Manager Jennings:

I am pleased to inform you that the Department of Energy Resources (DOER) Green Communities Division has approved an award of **\$75,815** for the following projects proposed in the Town of West Newbury's Green Communities Competitive Grant application.

List of projects funded:

- \$70,815, Town Office Building— Direct digital controls for EMS system
- \$5,000, Town of West Newbury—Hybrid police vehicle purchase

The Division reviewed West Newbury's grant application and has determined these are viable projects that meet the eligibility requirements of our Competitive Grant program. **Please note that, due to the competitive nature of this grant program, the use of these funds is restricted to the specifically approved projects listed above.**

Jane Pfister, Green Communities Grant Coordinator, will follow up with the contact person listed in your competitive grant application to discuss next steps, including coordination of the grant contract process. The Green Communities Division looks forward to working with the Town of West Newbury on your grant projects. We congratulate you on your grant award and applaud your efforts to create a cleaner and more resilient energy future for your community and the Commonwealth as a whole.

Please do not hesitate to contact me at [REDACTED] or by email at [REDACTED] with any questions you may have regarding your grant award.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Sullivan", with a stylized flourish at the end.

Brian Sullivan
Director, Green Communities Division

Cc: David W. Archibald, Chair, Board of Selectmen

Michael P. McCarron, CPO

Neal Duffy, Green Communities Northeast Regional Coordinator

West Newbury Honors Julian D. Steele

First Black Moderator of Massachusetts Receives Historic Marker

WEST NEWBURY, Mass., September 3, 2020 — Today the West Newbury Historical Commission unveiled a new historic marker located in front of Town Hall, 491 Main Street. The new marker highlights Julian D. Steele, a resident of West Newbury elected as the Commonwealth's first Black Town Moderator in 1952. Steele was a resident of West Newbury for about 30 years, from the early 1940s to his death in 1970. This is West Newbury's first such historic marker in at least 50 years.

Funded through the Community Preservation Committee, the idea for the historic marker for Julian Steele began in May 2019 when the Commission presented the proposal to the Board of Selectmen; the new marker was then approved unanimously at the special town meeting in November, 2019. "As we shared stories of West Newbury's historic markers for our monthly series during the Town bicentennial last year, we recognized Julian Steele held a special place in not only West Newbury's history, but Massachusetts' as well," said Bob Janes, chairman of the Historical Commission. "We felt that his many accomplishments should be highlighted in our community, and decided a historic marker at the place he was elected town moderator and presided over meetings would be most fitting. We're excited to unveil this to the public today so they can learn more about Julian Steele and his legacy."

Steele was a civic and religious leader who championed causes like civil rights and affordable housing at state and federal levels. Born in 1906 in Savannah, Georgia, he and his family moved to Boston in about 1915, where he went on to graduate cum laude from Harvard University in 1929. After time as Executive Director of Robert Gould Shaw Settlement House in Roxbury, Mass., he was named director of the Armstrong Hemenway Foundation in Boston, which focused on affordable housing and social work. He was named President of the Boston NAACP in 1944 and also served as President of Boston's Urban League.

Steele's civic leadership stretched across the Commonwealth; he made history in many Town and State positions. In March 1952, Steele was unanimously elected the Town Meeting Moderator, the first Black moderator in Massachusetts. He was elected first Black Massachusetts Congregationalist Moderator, the top layman, in 1954, the same year he was

named to the Massachusetts Parole Board. In 1968 he marked another first: he became the first Black state agency head when he was sworn in as Commissioner of Massachusetts Department of Community Affairs. He served as Town Moderator until he died at home in West Newbury in January 1970.

“The Massachusetts Moderators Association applauds the town of West Newbury for acknowledging the remarkable life of its former town meeting moderator, Julian Steele, and joins in honoring his outstanding contributions to local democracy,” said Steve Fors, president Massachusetts Moderators Association.

In the early 1940s Julian Steele and his wife Mary (Polly) Dawes Steele purchased a farm on Crane Neck Street in West Newbury, with the town’s country setting, as told to *Ebony Magazine* in 1954, the perfect environment to raise a family. In West Newbury, Steele was very active in the Congregational Church where he started a men’s study group. He also participated in summer theater at the Town Hall and was a founder and moderator of a weekly lecture series *The Wide-Awake Town Hall Forum*.

Residents of West Newbury have long recognized the impact Julian Steele made on the community. In a February 27, 1971 Town Meeting, Police Chief Eugene M. “Shike” Willis read a resolution on the death of Mr. Steele, in which he stated “Be It Resolved that in the passing of Julian Steele who served the Town as Moderator, the Town has lost a valuable and faithful public servant who has left an example of a life worthy of the emulation of all.”

Steele’s daughter Emilie stated, “The family of Julian Steele thanks everyone who worked so hard on the Julian Steele historical marker. We appreciate this recognition of the many contributions Julian Steele made to the town as its Moderator and as a resident. Town meetings truly are democracy in action; in honoring our father, grandfather great-grandfather West Newbury also honors the belief that all people can come together without regard to “differences.” In these difficult times we remember the words he spoke so many years ago that are still relevant today:

‘Human progress can be measured largely in terms of acceptance of difference as interesting and our common humanity as profoundly important...I am convinced we shall get through the present ‘stalemate of terror’ that exists in the world, not so much by force of arms as by the moral and spiritual forces in the universe that as yet have not been tapped.’”

More information about Julian Steele can be found in the West Newbury Historical

Commission's [January 2020 Historic Minute](#). The location of all West Newbury's historic markers can be found on the Town [website](#).

[Read more](#)

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FREE flu shots here.*

No cost with most insurance.

An immunizing pharmacist will be on the premises.



Sept. 8, 2020
&

Date Sept. 21, 2020 **Hours** 4 PM to 7 PM

Location West Newbury Town Office Building Annex
381 Main Street, West Newbury, MA 01985



*Flu shots available when immunizing pharmacist or MinuteClinic® health care provider is on duty. Age restrictions apply. Eligible patients will not pay any copayments unless otherwise required by their plan, including Medicare Part B.

Volunteers Needed

2020-21 Volunteer Opportunities

The Town of West Newbury has volunteer opportunities on various Boards, Commissions and Committees.

- Council on Aging
- Cultural Council
- Energy Advisory Committee
- Finance Committee
- Historical Commission
- Historic District Commission
- Zoning Board of Appeals

To learn more, please visit the Town's [website](#) or contact the Selectmen's office at 978-363-1100 ext. 113

[Read more](#)

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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 Board of Selectmen

FROM: Chief Jeff Durand

DATE: August 7, 2020

RE: Letter of Recognition

Gentlemen, I wanted to let you know that on July 31, 2020 Officers Rich Parenteau and Paul Decoste responded to a residents home for a male party who was threatening to kill himself and others. The subject was reported to be highly intoxicated and armed with numerous unlicensed weapons. Upon arrival officers also learned that the subject had placed the barrel of a rifle in his mouth the night before and had fired a shot through the roof of a barn he was in.

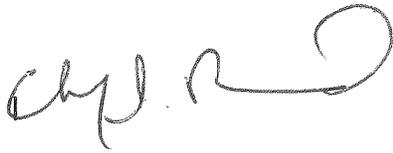
Officers responded to the barn and made a tactical entry, finding the subject lying on the ground. The officers were able to secure the subject and a number of loaded weapons. The officers were able to communicate with the subject and eventually have him exit and walk to a waiting ambulance.

I am enclosing a redacted letter this man's girlfriend gave me a day after this incident. I believe this incident could have ended with someone being seriously hurt if the officers had not acted as professionally and quickly as they did. While the officers' response and actions that day are not a surprise to me, I wanted you to know that I am thankful for their handling of this situation. I have always stated

that the residents of West Newbury should be very proud of our officers. They are well trained, educated, and treat all people with respect and dignity. I will be placing this Letter of Recognition into the officers personnel file.

Sincerely,

Chief Jeff Durand

A handwritten signature in black ink, appearing to read "Jeff Durand", written in a cursive style.

[REDACTED]
West Newbury, MA 01985

August 4, 2020

Police Chief Jeff Durand
West Newbury Police Department
401 Main Street
Public Safety Building
West Newbury, MA 01985

Dear Chief Durand:

On Friday July 31, 2020, officers of the West Newbury police department (and perhaps some from neighboring towns as well) responded to an incident at my home on [REDACTED] Mr. [REDACTED] a resident of [REDACTED] was having a serious episode of what has since been medically diagnosed as an "acute depressive disorder" and posed a potential threat to his own safety and the safety of others. The situation was one that could have been dangerous to the officers, to [REDACTED] and to me. The officers that responded, however, were able to handle the situation such that it ended quickly and peacefully.

The officers showed that they were well-trained and professional, but at the same time they treated [REDACTED] with respect and compassion. Fortunately, the situation ended peacefully, and [REDACTED] now in the hospital receiving the medical treatment he has needed for a long time.

There is no way for me to know exactly which officers came to the scene to assist - I wish I could personally thank each one of them. If there is some way that each of them could see this letter to know how thankful I am to them, I would be grateful.

Unfortunately, today's law enforcement officers are being disrespected despite the incredible work they do. I wish these critics could have seen what occurred at my home and how the officers conducted themselves. They would have to agree that we are all lucky to have them.

Sincerely,

[REDACTED]
West Newbury MA 01985

TO: Angus Jennings, Town Manager

FROM: Jeff Durand, Police Chief

DATE: July 16, 2020

RE: Overnight supervisor position

Angus, now that the budgets have been approved I would like to move forward with the overnight supervisor position that was previously discussed with you and the BoS. I would like to get this position filled sometime the beginning of September. I would ask that Officer Eric Forni be promoted to sergeant. I think if we made this an acting position until July of 2021 we can all get a feel on how it is working out. If that is agreed upon I think a letter to the Union spelling everything out would also be in order.

Officer Forni was hired in West Newbury in 2006. He has done a good job for the department and I feel he will continue doing that as the overnight supervisor. If you can arrange a time during an executive session sometime over the next few weeks to discuss this I would appreciate it.

Thank You, Chief

TO: Angus Jennings, Town Manager

FROM: Jeff Durand, Chief of Police *JD*

DATE: September 1, 2020

RE: New dispatch hire Bio's

Angus here is some info on the two new dispatch hires scheduled for appointment on September 8.

Kylie Kennedy resides on Groveland MA. She is a graduate of Pentucket Regional High School, and recent graduate of Western New England University with a Bachelor of Science degree in Criminal Justice. She is interested in a career in the criminal justice field and feel her knowledge of the area will be helpful going forward.

Monique Quadros is a resident of Haverhill MA, and graduated from Greater Lowell Technical High School. She currently is a store manager for Game Stop in Methuen MA. In her current job she is responsible for opening and closing stores, scheduling employee shifts, and training new hires. Her customer service skills and leadership abilities will be helpful working in a dispatch position.

Both Kylie and Monique expressed interest in filling the vacant full time position. After training and evaluation of interested candidates we will hopefully offer the position to one of the three candidates in training.

From: [Town Manager](#)
To: [Finance Admin](#)
Subject: Fwd: Child Care Executive Order Impacts Municipalities
Date: Wednesday, September 02, 2020 2:42:42 PM

As we discussed, please include info below in the covid updates section for 9/8 agenda, along with the 3 documents linked below. Thanks

Begin forwarded message:

From: "MA Municipal Assoc." [REDACTED]
Date: August 31, 2020 at 12:13:49 PM EDT
To: Town Manager <townmanager@wnewbury.org>
Subject: Child Care Executive Order Impacts Municipalities
Reply-To: jobasohan@mma.org

Municipalities Impacted by Administration's Child Care Executive Order

Gov. Charlie Baker has issued an executive order to increase child care options for families with students in hybrid or remote learning when schools reopen in September, some of which **adds a new municipal responsibility to inspect and approve remote learning enrichment programs.**

The governor's order provides three new options to increase child care settings for school-aged children:

1. Authorizes the Department of Early Education and Care to expand the services that can be offered by currently licensed school-aged child care programs, allowing these entities (such as YMCAs, Boys & Girls Clubs) to serve students during the normal school day, in addition to their existing extended-day or after-school programs.
2. Authorizes Remote Learning Parent Cooperatives, allowing up to five families to coordinate the supervision of their school-aged children during the school day, as long as a parent is present at all times. Parent cooperatives must follow the state's [restrictions on gatherings](#), cannot employ a teacher or professional without a parent present, and are "strongly encouraged" to follow Department of Early Education and Care and Department of Elementary and Secondary Education health and safety guidelines to the extent feasible.
3. *Allows the Department of Early Education and Care to waive state licensure requirements for Remote Learning Enrichment Programs offered by private entities, as long as these programs receive approval from the municipality in which they are located, and follow state guidelines jointly set by Department of Early Education and Care and Department of Elementary and Secondary Education.*

The Department of Early Education and Care and the Department of Elementary and Secondary Education have published the process for obtaining a Remote Learning Enrichment Program license exemption and the guidelines for municipalities [at this link](#).

Preliminary indications are that cities and towns will be responsible for:

- confirmation that the entity will maintain a 1:13 ratio of staff members to children, and maintain a maximum group size of 26, following the state's physical distance requirement
- completing a CORI, SORI and DCF child welfare check for all staff members, volunteers and adults who will be around children
- confirming that the facility has received an up-to-date fire, lead paint, and any other applicable building inspection
- confirming that the children attending are enrolled in public or private school, in kindergarten or above
- receiving a self-attestation from the entity that it will follow all Department of Early Education and Care and Department of Elementary and Secondary Education health and safety guidance requirements.

Entities will only be allowed to apply for a state license exemption after they have first received a local approval.

While the Department of Early Education and Care and Department of Elementary and Secondary guidance will allow cities and towns to determine their own process for approving local Remote Learning Enrichment Program entities, the **state will also require cities and towns to monitor these programs on an on-going basis**.

The Department of Elementary and Secondary will be sending an FAQ document to school districts next week, and **MMA will be monitoring this matter closely to identify answers and advocate for adequate resources for communities**.

- [Administration's Press Announcement](#)
- [Overview of the Executive Order](#)
- [Executive Order \(COVID-19 Order 49\)](#)

Massachusetts Municipal Association
1 Winthrop Square
Boston, MA 02110
(617) 426-7272 | [Email Us](#) | [View our website](#)

[Unsubscribe](#) from MMA Emails



MASSACHUSETTS
**Department of
Early Education and Care**

August 28, 2020

FOR IMMEDIATE RELEASE

Contact: Colleen Quinn / (617) 851-3717 / Colleen.Quinn@mass.gov

**Baker-Polito Administration Announces Policies to
Support Families, Expand Childcare Options While Their
Children are Remote Learning**

BOSTON - The Baker-Polito Administration today announced new policies that will provide families who require childcare while their children are engaged in remote learning additional options by allowing programs to offer supervised care during regular school day hours.

Governor Charlie Baker signed an [Executive Order](#) that allows the Department of Early Education and Care (EEC) to authorize currently licensed after-school and out-of-school programs to operate during the school day while children are learning remotely.

As schools prepare to reopen, working parents need to find care and learning support for their school-aged children while they are engaged in remote learning. Current state statute prohibits licensed after-school and out-of-school time programs for school-aged children from offering care during school hours. The Executive Order allows EEC to authorize childcare programs, like YMCAs, Boys and Girls Clubs, family childcare homes, and others, to care for school-age children while they participate in remote learning.

The Department will also exempt informal remote learning parent cooperative arrangements organized by families, if the groups are supervised by unpaid parents. These parent cooperatives are still subject to any state orders regulating gatherings in place under the COVID-19 state of emergency.

In addition, the [Executive Order](#) creates a temporary license exemption for remote learning enrichment programs to provide supervision and care for school children up to age 14 while they participate in remote learning during the school day. These remote learning programs, which must meet specific criteria, will need to first be approved by their local municipality before they can apply for the license exemption. Programs run by a school district are already exempt from EEC licensure and do not need to apply for this exemption.

The Departments of Early Education and Care and Elementary and Secondary Education will issue joint guidance that details the minimum requirements for remote learning programs, including background record checks, health and safety standards, facilities checks, and child to staff ratios.

Municipalities will ensure programs, that are approved for the license exemption, comply with health and safety requirements.

“We all want our children to get back into school as soon as possible and we applaud the schools and districts that are making the extra effort to bring their students back in

some form,” **said Education Secretary James Peyser**. “At the same time, we know that remote learning will be part of the educational experience for many students this fall, so it’s critical that we enable parents, after-school providers, and community organizations to offer additional childcare options and learning supports when students are unable to attend school in person.”

“The Commonwealth is developing creative solutions that can meet the needs of children and their families during this unprecedented era in education,” **said EEC Commissioner Samantha Aigner-Treworgy**. “We would also like to commend the community providers and education leaders who have worked together to develop solutions tailored to meet families’ needs”

For more information and EEC guidance, [click here](#).

###



Massachusetts
Department of Early Education and Care

51 Sleeper Street, 4th Floor
Boston, MA 02210

Click the link to [unsubscribe from this list](#).

EEC CORONAVIRUS UPDATE

Care Options for Remote and Hybrid Learning

Governor Baker has recently issued COVID-19 Executive Order 49 which allows for EEC to support communities to expand safe, in-person supervision and supplemental care options for families with children enrolled in hybrid or remote learning.

The Department of Early Education and Care (EEC) and the Department of Elementary and Secondary Education (DESE) are working to support communities as they expand access to safe care and support options when children are enrolled in fully remote or hybrid learning models this school year.

A full overview of these expanded options can be found in the Joint Guidance provided by EEC and DESE: **Care options for Hybrid and Remote Learning Models.**

There are three ways that communities can support options for families to access additional support during virtual learning activities:

- **Expanded access to EEC licensed programs:**
 - EEC licensed providers will now be able to serve families while they are attending school, in addition to before, after and out-of-school time. This is an automatic expansion to include the school day for EEC licensed providers.
 - EEC licensed providers will be able to expedite licenses for additional spaces to expand capacity to serve children in virtual learning and hybrid education models.
 - EEC will support providers in creative solutions to partner with communities to meet the needs of families.

EEC licensed programs should speak with their licensor and apply through their LEAD portal.

- **New Remote Learning Enrichment Program Exemption:**
 - With approval from their municipal authority, programs can apply to EEC for a new license exemption to provide supervision, care and education support to school age children during school hours only.
 - Municipalities will be responsible for ensuring background record checks, safety of the facility, and COVID-appropriate group sizes and health protocols for any approved entity.
 - Care in these license exempt programs will be limited to children who are enrolled in school; applying entities must provide documented approval from a municipal authority in order to apply for the exemption.

Programs looking to apply for the new Remote Learning Enrichment Program Exemption can submit an application here starting the week of August 31.

- **Remote Learning Parent Cooperatives:**
 - Families may set up informal arrangements under the shared supervision of parents or guardians to support children during remote learning activities.
 - Parents can establish these cooperatives without any license or license exemption granted by EEC if they follow a few simple criteria:
 - Limit the group to 5 families or less
 - All children must be enrolled in school (public or private, kindergarten or above)
 - A parent or guardian of one of the participating children must be on-site at all times, acting in a supervisory role, and available in case a child needs help at any time
 - No parent can be compensated directly for their time

A Remote Learning Parent Cooperative may hire a tutor or other paid adult to support remote instruction without requiring EEC licensure if all of the above criteria are met AND the paid tutor or instructor is working only during the hours of the school day.

If a Remote Learning Parent Cooperative includes more than 5 families, employs a teacher or supervisory staff member without a parent or guardian on site, or employs a teacher or supervisory staff member outside of school hours, they must be licensed by EEC or receive a license-exemption prior to operating. More information on EEC licensure can be [found here](#).



OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE • BOSTON, MA 02133
(617) 725-4000

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

**ORDER AUTHORIZING CERTAIN PROGRAM ADJUSTMENTS TO SUPPORT
FAMILIES WITH STUDENTS ENGAGED IN REMOTE LEARNING**

COVID-19 Order No. 49

WHEREAS, on March 10, 2020, I, Charles D. Baker, Governor of the Commonwealth of Massachusetts, acting pursuant to the powers provided by Chapter 639 of the Acts of 1950 and Section 2A of Chapter 17 of the General Laws, declared that there now exists in the Commonwealth of Massachusetts a state of emergency due to the outbreak of the 2019 novel Coronavirus (“COVID-19”);

WHEREAS, on March 11, 2020, the COVID-19 outbreak was characterized as a pandemic by the World Health Organization;

WHEREAS, the Federal Centers for Disease Control and Prevention (“CDC”) have advised that COVID-19 is spread mainly by person-to-person contact and that the best means of slowing the spread of the virus is through practicing social distancing and by minimizing personal contact with large groups and with environments where this potentially deadly virus may be transmitted including, in particular, spaces that present enhanced risks because of the large number of persons present or passing through the area who may spread the virus through respiratory activity or surface contacts;

WHEREAS, kindergarten, elementary, and secondary schools normally provide both education and supervision of children during the hours of a traditional school day, a necessary support to the parents and workforce of the Commonwealth;

WHEREAS, because of the COVID-19 pandemic, many school districts intend to have students engage in remote learning in whole or in part, and this remote learning creates a need to develop alternative arrangements to provide for supervision and care for school-aged children during the school day;

WHEREAS, in view of the absence of any existing oversight mechanism to authorize, oversee, or permit programs providing supervision and care of children who are enrolled in school, during the traditional school day, while they engage in remote learning, it is necessary to establish a framework to ensure that any new opportunities for such supervision and care meet minimum standards of health, safety, and security;

WHEREAS, sections 7, 8, and 8A of Chapter 639 of the Acts of 1950 authorize the Governor, during the effective period of a declared emergency, to exercise any and all authority over persons and property necessary or expedient for meeting a state of emergency, including but not limited to authority over assemblages in order to protect the health and safety of persons, over educational facilities that are supported in whole or in part by public funds, and variance of the terms and conditions of licenses and permits issued by the Commonwealth or any of its agencies;

NOW, THEREFORE, I hereby Order the following:

1. **School-Aged Child Care Programs Currently Licensed by the Department of Early Education and Care**

The Department of Early Education and Care (“EEC”), acting through its Commissioner and subject to my approval, is hereby authorized to issue policies, procedures, requirements, rules, and guidance to permit school-aged child care programs currently licensed, funded, or authorized by EEC pursuant to General Laws Chapter 15D, to expand their hours of operation in order to provide supervision and education support during the regular school day for children who are enrolled in school and participating in remote learning. EEC, through its Commissioner and subject to my approval, is hereby further authorized to temporarily suspend or modify any existing EEC regulation to the extent necessary to permit licensed school-aged child care programs to expand their hours of operation or capacity to provide supervision during remote learning instruction.

2. **Remote Learning Enrichment Programs**

EEC is directed to provide for the creation of remote learning enrichment programs that will provide a supervised setting, during the school day, in which children who are enrolled in school can attend remote learning instruction. EEC, acting through its Commissioner and subject to my approval, is hereby authorized to issue policies, procedures, requirements, rules, and guidance to specify how a remote learning enrichment program may be deemed exempt from EEC licensing requirements in order to permit the operation of such programs.

For the purposes of this Order, a “remote learning enrichment program” shall mean a program or facility operated on a regular or drop-in basis which provides supervised group care for children not of common parentage who are enrolled in kindergarten and are of sufficient age

to enter first grade the following year, or an older child who is enrolled in school and not more than 14 years of age, or not more than 16 years of age if the child has special needs. Such programs may operate only while children are attending remote learning instruction and only during the hours of the regular school day.

EEC, acting through its Commissioner and subject to my approval, is hereby authorized to issue minimum standards for the operation of remote learning enrichment programs. The EEC minimum operating standards shall include, without limitation, provisions for staff background record checks, health and safety standards, facilities checks, and child-to-staff ratios. EEC, acting through its Commissioner and subject to my approval, is hereby further authorized to issue policies, procedures, requirements, rules, and guidance for ensuring that remote learning enrichment programs operate in compliance with any operating standards issued by EEC and within the scope of an exemption granted pursuant to this Order, for investigating any program as provided in G. L. c. 15D, and, when necessary, for taking enforcement action against a program, including issuing fines pursuant to G. L. c. 15D, § 15, or revoking an exemption from EEC licensing requirements.

A remote learning enrichment program must be approved by the municipality in which the program is located before EEC may grant an exemption. Municipal approval shall include, at a minimum:

- (a) Verification by the municipality that the program complies with the minimum standards for operation of a remote learning enrichment program issued by EEC pursuant to this section; and
- (b) Acknowledgement by the municipality that during the period in which the remote learning enrichment program is operating, the municipality will remain responsible for:
 - (1) regularly monitoring the program to determine whether the program is operating in compliance with the minimum standards for operation and within the scope of the EEC licensing exemption, including the limitation on hours of operation; and
 - (2) notifying EEC of any non-compliance with those minimum standards for operation or of activities exceeding that scope.

A municipality may impose standards for operation of a remote learning enrichment program that are more demanding than those issued by EEC. A municipality may investigate a remote learning enrichment program, and may revoke approval for a program, with notice to EEC, for a program's failure to comply with EEC's minimum standards for operation or the scope of EEC's licensing exemption, for a failure to comply with municipal standards for operation, or otherwise

on a determination that the program's operation presents a danger to public health, safety, or welfare.

3. Remote Learning Parent Cooperatives

EEC is directed to provide for the creation of remote learning parent cooperatives that will permit an organized plan among a group of families in which children who are enrolled in school are supervised by one of their parents or guardians during the hours of a school day while attending remote learning instruction. A remote learning parent cooperative may operate without applying to or obtaining a license, approval, or exemption from EEC, and is not subject to Section 2 of this Order.

For purposes of this Order, a "remote learning parent cooperative" shall mean an arrangement among parents or guardians to provide for supervision, care, and educational support services during the hours of the regular school day to children not of common parentage who are enrolled in kindergarten and are of sufficient age to enter first grade the following year, or children who are not more than 14 years of age, or not more than 16 years of age if the child has special needs, and who are enrolled in school and attending remote learning instruction. In addition, a remote learning parent cooperative:

- (a) Must consist of no more than 5 families;
- (b) Must have a parent or guardian of a participating child on-site at all times, and may employ a non-custodial individual to support remote learning but only during the hours of a regular school day and in addition to the presence of a parent or guardian on-site at all times; and
- (c) Must not compensate any parent or guardian for that person's time caring for children or supporting education, and any exchange of funds among parents or guardians may only occur if directly related to materials or supplies, including food, necessary to support remote learning.

An arrangement among parents or guardians to provide for supervision of children not of common parentage that does not meet the definition of a remote learning parent cooperative is subject to EEC licensing and exemption.

EEC, acting through its Commissioner and subject to my approval, is hereby authorized to issue policies, procedures, requirements, rules, and guidance as necessary to provide for the creation of remote learning parent cooperatives. A remote learning parent cooperative shall be subject to the limitation on gatherings established in COVID-19 Order No. 46 or any subsequent, superseding executive order regulating gatherings in the Commonwealth.

This Order is effective immediately and shall remain in effect until rescinded or until the state of emergency is ended, whichever occurs first.

Given in Boston at 10:00 AM/PM this
28th day of August, two thousand and
twenty



CHARLES D. BAKER
GOVERNOR
Commonwealth of Massachusetts

NOTICE OF PUBLIC HEARING
TOWN OF WEST NEWBURY

The Board of Selectmen of the Town of West Newbury, Massachusetts has scheduled a public meeting by remote participation to be held on Tuesday, September 8, 2020 at 7:00 PM. The information concerning remote participation is set forth below. The purpose of the hearing is to consider the cable television licensing process and the application for renewal of the cable television license received from Verizon FIOS. Applications, reports and statements filed or prepared pursuant to Massachusetts cable television licensing regulation are available by appointment for public inspection at the Town Clerk's office. Please contact Town Clerk Michael McCarron at (978) 363-1100 x110 or mmccarron@wnewbury.org. Interested persons may participate in the meeting by joining from computer, tablet or smartphone at <https://global.gotomeeting.com/join/767558549>. You can also dial in by phone to (872) 240-3212; Access Code: 767-558-549.

**CABLE TELEVISION
RENEWAL LICENSE**

**GRANTED TO
VERIZON NEW ENGLAND INC.**

**THE BOARD OF SELECTMEN
TOWN OF WEST NEWBURY,
MASSACHUSETTS**

SEPTEMBER 8, 2020

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SIGNATURE PAGE

EXHIBITS

EXHIBIT A -- MUNICIPAL AND SCHOOL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

EXHIBIT B -- GROSS REVENUE REPORTING FORM

EXHIBIT C -- FORM OF PERFORMANCE BOND

THIS CABLE TELEVISION RENEWAL LICENSE (this “License”) is entered into by and between the Board of Selectmen of the Town of West Newbury (the “Town” or “Issuing Authority”), as Issuing Authority for the grant of cable television license(s) pursuant to M.G.L. Chapter 166A, and Verizon New England Inc., a corporation duly organized under the applicable laws of the State of New York (the “Licensee”).

WHEREAS, the Issuing Authority is a “franchising authority” in accordance with Section 602(10) of the Communications Act, and is authorized to grant one or more nonexclusive cable licenses pursuant to M.G.L. Chapter 166A;

WHEREAS, the Issuing Authority granted to Licensee effective as of November 1, 2006, a nonexclusive Final License to install, maintain, extend, and operate a Cable System in the Town for a term of ten (10) years (the “Final License”);

WHEREAS, the Licensee has operated a Cable System in accordance with the Final License as of the effective date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Town which also transmits Non-Cable Services pursuant to authority granted by M.G.L. c. 166 and Title II, which Non-Cable Services are not subject to the Massachusetts Cable Law or Title VI;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Issuing Authority undertook a process to determine whether it should renew the Final License with Licensee and the terms for such a renewal;

WHEREAS, the Issuing Authority has examined the past performance of Licensee and has determined that Licensee is and has been in material compliance with the Final License and applicable law;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Licensee submitted to the Issuing Authority a proposal to renew the Final License to operate a Cable System in the Town; and

WHEREAS, following good faith negotiations between the parties, the Issuing Authority and the Licensee have agreed on the terms for a renewal License under which Licensee will continue to operate its Cable System in the Town.

NOW, THEREFORE, in consideration of the Issuing Authority’s grant of a renewal License to the Licensee, the Licensee’s commitment to continue providing Cable Service to residents of the Town pursuant to the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES HERETO DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act are incorporated herein and shall apply in this License. For the purpose of this License, the following words, terms, phrases and their derivations shall have the meanings given herein. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel which the Licensee shall make available to the Town of West Newbury and/or its designee(s) without charge for non-commercial public, educational, or governmental use for the transmission of non-commercial Video Programming as directed by the Issuing Authority and in accordance with the terms of this License.

1.2. *Affiliate*: When used in relation to any Person, another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

1.3. *Basic Service Tier*: Any service tier which includes the retransmission of local television broadcast signals.

1.4. *Cable Division*: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

1.5. *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602(6) of the Communications Act, 47 U.S.C. § 522(6), meaning the one-way transmission to Subscribers of Video Programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

1.6. *Cable System* or *System*: Shall be defined herein as it is defined under Section 602(7) of the Communications Act, 47 U.S.C. § 522(7), meaning a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple Subscribers within the Town, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Communications Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.7. *Channel*: Shall be defined herein as it is defined under Section 602(4) of the Communications Act, 47 U.S.C. § 522(4).

1.8. *CMR*: The Code of Massachusetts Regulations.

1.9. *Commercial Subscriber*: A commercial, non-residential Subscriber.

1.10. *Communications Act*: The Communications Act of 1934, as amended.

1.11. *Complaint*: Shall be defined herein as it is defined by the Cable Division's Order Adopting Revised Form 500 (June 11, 1999), meaning any written or verbal contact with the Licensee in connection with Cable Service in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

1.12. *Converter*: A device capable of unscrambling coded video signals distributed over the Cable System.

1.13. *Educational Access Channel*: An Access Channel available for the non-commercial use of local educational institutions in the Town.

1.14. *Effective Date*: The Effective Date of this License, being September 8, 2020.

1.15. *FCC*: The United States Federal Communications Commission or successor governmental entity thereto.

1.16. *FTTP Network*: The network constructed and operated by the Licensee and having the meaning set forth in the recitals of this License.

1.17. *Force Majeure*: Acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes, labor disturbances or lockouts; unavailability of essential equipment, services and/or materials and/or other matters beyond the control of the Issuing Authority, the Town or the Licensee, and unreasonable work delays.

1.18. *Government Access Channel*: An Access Channel made available by the Licensee for use of the Issuing Authority and/or its designee to present non-commercial governmental programming.

1.19. *Gross Revenues*: All revenues derived by the Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the Town, including, without limitation, the following items: fees collected from Subscribers (including Commercial Subscribers) for Cable Services, including, without limitation, Basic and premium Cable Services, pay-per-view Cable Services and digital Cable Services; installation, reconnection, downgrade, upgrade and similar charges; revenues received from rentals or sales to

Subscribers of Converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; Leased Access Channel programming revenues; revenues that the Licensee receives from home shopping channels as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; advertising revenues as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; and all fees imposed on the Licensee by this Final License and applicable law that are passed through and paid by Subscribers (“fee-on-fee”) in accordance with applicable law. Gross Revenues based on bundled services shall be calculated in accordance with Section 5.2.3 below. For the avoidance of doubt, Gross Revenue shall include the amount of Licensee’s gross advertising revenue (i.e., without netting advertising commissions paid to third parties), calculated in accordance with generally accepted accounting principles. Gross Revenues shall be determined in accordance with generally accepted accounting principles; provided, however, that Gross Revenues shall not include:

1.19.1. Revenues received by any of Licensee’s Affiliates, except to the extent that such revenues relate directly to the provision of Cable Services over the Cable System in the Town;

1.19.2. Actual bad debts written off by the Licensee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.19.3. Any revenues foregone as a result of (i) refunds, rebates or discounts made to Subscribers, or (ii) the Licensee’s provision of free or reduced cost Cable Services to any Person, including without limitation, employees of the Licensee and public institutions pursuant to M.G.L. Chapter 166A, Section 5(e); provided, however, that if the Licensee receives trades, barter, services or other items of value instead of cash revenue then such items shall be included in Gross Revenue;

1.19.4. Any revenues wholly generated by services that are defined and classified as Non-Cable Services revenue under federal or State law including, without limitation, revenues received from Telecommunications Services; revenues received from Information Services, and directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing;

1.19.5. Any revenues of the Licensee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.19.6. Revenues from the sale of Cable Services on the Cable System to a reseller, when the reseller is required by the Town to pay (and does pay) License Fees to the Town on the resale of the Cable Services;

1.19.7. Any tax, fee or assessment of general applicability imposed by a Town, State, federal or other governmental entity and required to be collected from Subscribers by the

Licensee and remitted to the taxing entity (including, but not limited to, taxes in the nature of a sales/use tax, communication tax and non-cable license fees);

1.19.8. Revenues from the sales of capital assets or sales of surplus equipment; provided that this exclusion shall not include sales to Subscribers of Converters, remote controls and other Subscriber equipment for the provision of Cable Service over the Cable System; and

1.19.9. Any fees or charges collected from Subscribers for the PEG Access Capital Funding (except to the extent that the Issuing Authority provides the Licensee with evidence that such fees and charges are included in the Gross Revenues of other cable operators in the Town).

1.20. *High-Definition (HD) PEG Access Channel:* A PEG Access Channel in the high definition display format for digital television transmissions with video transmitted in a 16:9 aspect ratio with a resolution of 720p.

1.21. *Information Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(20).

1.22. *Internet Access Service:* Dial-up or broadband access service that enables Subscribers to access the Internet.

1.23. *Issuing Authority:* The Board of Selectmen of the Town of West Newbury, Massachusetts.

1.24. *Leased Access Channel:* A Channel that the Licensee designates for commercial use pursuant to Section 612 of the Communications Act.

1.25. *License Fee:* The payments to be made by the Licensee to the Town, which shall have the meaning as set forth in M.G.L. c.166A, Section 9.

1.26. *Licensee:* Verizon New England Inc., and its lawful and permitted successors, assigns and transferees.

1.27. *Massachusetts Cable Law:* Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

1.28. *Non-Cable Services:* Any service that does not constitute the provision of Video Programming directly to multiple Subscribers in the Town including, but not limited to, Information Services and Telecommunications Services.

1.29. *Normal Business Hours:* Those hours during which Licensee's retail locations in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

1.30. *Normal Operating Conditions:* Those service conditions which are within the control of the Licensee. Those conditions which are not within the control of the Licensee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone

network outages, and severe or unusual weather conditions. Those conditions which are within the control of the Licensee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System. See 47 C.F.R. § 76.309(c)(4)(ii).

1.31. *PEG*: Public, educational, and governmental.

1.32. *PEG Access Designee*: Any entity designated by the Issuing Authority for the purpose of owning and/or operating the equipment and facilities used in the production and/or broadcast of PEG Access Channel programming for the Issuing Authority, including, but not limited to, any Access Corporation.

1.33. *PEG Grant*: Funding to be provided by the Licensee to the Town for cable-related purposes, as set forth in Section 5.2.1 of this License.

1.34. *PEG Access Channel*: An Access Channel made available to the Town and/or for PEG Access Programming pursuant to the terms of this License.

1.35. *PEG Access Programming*: Non-commercial Video Programming transmitted on the PEG Access Channel(s) pursuant to the terms of this License, and applicable laws.

1.36. *Person*: Any corporation, partnership, limited partnership, association, trust, organization, joint stock company, other business entity, individual, or governmental entity.

1.37. *Prime Rate*: The prime rate of interest as published in the Wall Street Journal.

1.38. *Public Access Channel*: An Access Channel made available by the Licensee for the non-commercial use by the residents in the Town.

1.39. *Public Rights-of-Way*: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing.

1.40. *Respond*: The Licensee's investigation of a Service Interruption by receiving a Subscriber call and opening a trouble ticket, if required.

1.41. *Service Area*: The entire existing territorial limits of the Town.

1.42. *Service Call*: The action taken by the Licensee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

1.43. *Service Interruption*: The loss of picture or sound on one or more Channels.

1.44. *Significant Outage*: Any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Service Area.

1.45. *Standard Definition (“SD”) PEG Access Channel*: A PEG Access Channel in the standard definition display format for digital television transmissions with video transmitted in a 4:3 aspect ratio with a resolution of 480i.

1.46. *Standard Installation*: Residential installations where the Subscriber is within one hundred fifty (150) feet of the Licensee’s Cable System, as described in Section 3.2 below.

1.47. *State*: The Commonwealth of Massachusetts.

1.48. *Subscriber*: Any Person who lawfully receives Cable Service distributed over the Cable System with the Licensee’s express permission.

1.49. *Telecommunications Facilities*: The Licensee’s existing Telecommunications Services and Information Services facilities, including the FTTP Network.

1.50. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46).

1.51. *Title II*: Title II of the Communications Act.

1.52. *Title VI*: Title VI of the Communications Act.

1.53. *Town*: The Town of West Newbury, Massachusetts.

1.54. *Video Programming or Programming*: Shall be defined herein as it is defined under Section 602(20) of the Communications Act, 47 U.S.C. § 522(20), meaning programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

1.55. *Video Service Provider or VSP*: Any entity using any portion of the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the Town, for purchase, barter, or free of charge, regardless of the transmission method, facilities or technologies used. A VSP shall include, but is not limited to, any entity that provides Cable Services, multi-channel multipoint distribution services, broadcast satellite services, satellite delivered services, wireless services, and internet-protocol based services within the territorial boundaries of the Town.

2. GRANT OF LICENSE AUTHORITY

2.1. *Grant of Authority*: Subject to the terms and conditions of this License and pursuant to M.G.L. Chapter 166A, the Issuing Authority hereby grants the Licensee the right to own, operate and maintain a Cable System in, under, over and along the Public Rights-of-Way within the Town and subsequent additions thereto, in order to provide Cable Service. This

License grants no authority for the Licensee to use the Public Rights-of-Way within the Town for any other purpose(s) unless otherwise provided herein. The Licensee's FTTP Network is subject to M.G.L. c. 166 and as such is subject to regulation by the Town consistent with that law. The Licensee shall adhere to all applicable local bylaws and lawful regulations of the Town regarding Public Rights-of-Way and public works matters, including rights-of-way management requirements with regard to public safety, aesthetics, pole attachments and other legitimate municipal concerns. Nothing in this Section 2.1 shall be deemed to prohibit the right of the Licensee to challenge the legality of such local bylaws, regulations and requirements, or the right of the Issuing Authority to oppose any such challenge. Consistent with and subject to the Licensee's existing authority to operate in the Public Rights-of-Way, grant of this License does not establish priority for use over other present or future permit holders or the Town's own use of Public Rights-of-Way. Any disputes between the Licensee and other parties regarding use of the Public Rights-of-Way shall be resolved in accordance with applicable law and regulations.

2.2. *Issuing Authority Does Not Regulate Telecommunications:* The parties recognize that the FTTP Network is constructed, operated and maintained as an upgrade to and/or an extension of the Licensee's existing Telecommunications Facilities under Title II and M.G.L. c. 166. In accordance with applicable law(s), the Issuing Authority's regulatory authority under Title VI does not extend to the construction, installation, maintenance or operation of the FTTP Network to the extent the FTTP Network is and/or was constructed, installed, maintained or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services. The Town does not and will not assert jurisdiction over the Licensee's FTTP Network in contravention of applicable federal or State law(s). The Cable System shall be limited to the optical spectrum wavelength(s), bandwidth or future technological capacity that is used for the transmission of Cable Services to Subscribers within the Town and shall not include the Telecommunications Facilities of the Licensee. Nothing in this License shall be construed to prohibit the Licensee from offering any service over the Cable System that is not prohibited by federal or State law provided that any requirements for Town authorization or permitting not inconsistent with federal and State law are satisfied.

2.3. *Term:* The term of this License shall be for a period of five (5) years, commencing on September 8, 2020 (the "Effective Date"), and shall expire at midnight on September 7, 2025, unless the License is earlier terminated by Licensee pursuant to the terms of Section 2.4 or 2.5 or revoked by the Issuing Authority as provided herein.

2.4. *Termination Generally:* Notwithstanding any provision herein to the contrary, following the thirtieth (30) month after the Effective Date, Licensee may terminate this License upon one hundred and eighty (180) days' written notice to the Issuing Authority.

2.5. *Modification/Termination Based on VSP Requirements:*

2.5.1. If there is a change in federal, State, or local law that reduces any material financial and/or operational obligation that the Issuing Authority has required from or imposed upon a VSP, or if the Issuing Authority enters into any franchise, agreement, license, or grant of authorization to a VSP to provide Video Programming services to residential subscribers in the Town with terms or conditions materially less burdensome than those imposed by this

License, Licensee and the Issuing Authority shall, within sixty (60) days of the Issuing Authority's receipt of Licensee's written notice, commence negotiations to modify this License to create reasonable competitive equity between Licensee and such other VSPs. Any modification of the License pursuant to the terms of this section shall not trigger the requirements of 207 CMR 3.07.

2.5.2 Licensee's notice pursuant to Section 2.5.1. shall specify the change in law and the resulting change in obligations. Licensee shall respond to reasonable information requests from the Town, as may be necessary to review the change in obligations resulting from the cited law.

2.5.3. In the event the parties do not reach mutually acceptable agreement on a modification requested by Licensee, Licensee shall, at any time and in its sole discretion, have the option of exercising any of the following actions:

a. commencing license renewal proceedings in accordance with 47 U.S.C. 546 with the License term being accelerated, thus being deemed to expire thirty-six (36) months from the date of Licensee's written notice to seek relief hereunder;

b. terminating the License in no less than two (2) years from written notice to the Issuing Authority;

c. if agreed by both parties, submitting the matter to commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association; or

d. submitting the matter to mediation by a mutually-acceptable mediator.

2.5.4. PEG Grant and PEG Access Support payments under this License shall be modified in accordance with the terms and conditions set forth in Sections 5.2.1 and 5.2.2 hereunder.

2.6. *Grant Not Exclusive:* This License and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Issuing Authority reserves the right to grant other licenses for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this License. The issuance of additional cable license(s) shall be subject to applicable federal laws, M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

2.7. *License Subject to Applicable Federal and State Law:* This License is subject to and shall be governed by all applicable provisions of federal and State law(s) and regulations as they may be amended, including but not limited to Title VI and M.G.L. Chapter 166A.

2.8. *No Waiver:*

2.8.1. The failure of the Issuing Authority on one or more occasions to exercise a right or to require compliance or performance under this License, M.G.L. Chapter 166A or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Issuing Authority, nor to excuse the Licensee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.8.2. The failure of the Licensee on one or more occasions to exercise a right under this License or applicable law, or to require performance under this License, shall not be deemed to constitute a waiver of such right or of performance of this License, nor shall it excuse the Issuing Authority from performance, unless such right or performance has been specifically waived in writing.

2.9. *Construction of License:*

2.9.1. The provisions of this License shall be liberally construed to effectuate their objectives.

2.9.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

2.10. *Police Powers:* Nothing in this License shall be construed to prohibit the reasonable, necessary and lawful exercise of the Town's police powers, provided that the Town shall not exercise its police powers in a manner that would result in a material alteration of the terms and conditions of this License. Any such police powers exercised by the Town in contravention of the preceding sentence shall be of no effect with respect to this License.

2.11. *Transfer of the License:*

2.11.1. Subject to Section 617 of the Communications Act, M.G.L. Chapter 166A and Section 2.11.2 below, the Licensee shall not transfer this License without the prior consent of the Issuing Authority, provided that such consent shall not be arbitrarily or unreasonably withheld, delayed or conditioned. Such consent shall be given only after a public hearing upon a written application therefore on forms prescribed by the Cable Division and/or the FCC. Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and one (1) copy of the application on FCC Form 394 requesting such transfer request. The Issuing Authority shall have one hundred twenty (120) days, or such other time frame that may be established by applicable law, from the filing of the completed Form 394 to take final action on it. If the Issuing Authority has not taken final action within such 120 day period, then the application shall be deemed approved, unless said 120 day period is extended by mutual consent of the parties.

2.11.2. The Licensee shall not be required to obtain the Issuing Authority's consent to transfer this License in connection with any transaction that does not constitute a transfer of control under applicable State laws and regulations, including, without limitation, the following: (i) (A) a transfer of an ownership or other interest in the Licensee to the

parent of the Licensee or to another Affiliate of the Licensee; (B) transfer or assignment of this License or control thereof to the parent of the Licensee or to another Affiliate of the Licensee; (C) any action which is the result of a merger of the parent of the Licensee; or (D) any action which is the result of a merger of another Affiliate of the Licensee; or (ii) in connection with a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Licensee in this License or the Cable System in order to secure indebtedness; provided, however, that to the extent that any of the foregoing transactions are determined to constitute a transfer of control pursuant to 207 CMR 4.01, then such transaction shall be subject to the Cable Division's transfer regulations (207 CMR 4.00, et. seq.).

2.11.3. Pursuant to 207 CMR 4.04, as may be amended, and applicable federal law, in considering a request to transfer control of this License, the Issuing Authority may consider only the transferee's management experience, technical expertise, financial capability and legal ability to operate the Cable System under this License, and any other criteria allowable under applicable law and/or regulation.

2.11.4. The consent or approval of the Issuing Authority to a transfer of this License shall not constitute a waiver or release of the rights of the Town under this License.

2.11.5. In the event that this License is transferred, the transferee shall be subject to all of the terms and conditions contained in this License.

2.12. *Compliance with Federal and State Privacy Laws:* Licensee shall comply with the privacy provisions of Section 631 of the Communications Act and all other applicable federal and State privacy laws and regulations. The parties agree that, during the term hereof, Licensee shall not be subject to any local laws or ordinances which conflict with such applicable federal and/or State privacy laws, or which would impose additional or distinct requirements upon Licensee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or State privacy laws.

3. PROVISION OF CABLE SERVICE

3.1. *Service Area and Density:*

3.1.1. *Service Area:* Subject to the issuance of all necessary permits by the Town, the Licensee shall continue to offer Cable Service to all residential households in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of delay caused by the Town; (C) for periods of delay resulting from the Licensee's inability to obtain authority from the Town to access Public Rights-of-Way in the Service Area; (D) in developments or buildings that are subject to claimed exclusive arrangements with other cable providers; (E) in areas, developments, buildings or other residential dwelling units that the Licensee cannot obtain permission to access under reasonable terms and conditions after good faith negotiations, as determined in good faith by the Licensee; (F) in areas, developments, buildings or other residential dwelling units where the Licensee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis, including, but not limited to, circumstances where Licensee cannot access the area, development, building, or other residential dwelling unit by using Licensee's existing

network pathways and which would thus require the construction of new trunk, feeder, or distribution lines; (G) in areas, developments, buildings, or other residential dwelling units that are not habitable or have not been constructed as of the Effective Date; and (H) in areas where the occupied residential household density does not meet the density requirement set forth in Section 3.1.2.

3.1.2. *Density Requirement:* Subject to Section 3.1.1, above, the Licensee shall make Cable Services available to residential dwelling units in all areas of the Service Area where the average density is equal to or greater than (i) ten (10) residential units per aerial mile as measured from the nearest FTTP Network or feeder line or (ii) fifteen (15) residential units per underground mile as measured from the nearest FTTP Network or feeder line.

3.2. *Availability of Cable Service:* The Licensee shall make Cable Service available to all residential dwelling units, and may make Cable Service available to businesses, within the Town in conformance with Section 3.1. In the areas in which the Licensee shall provide Cable Service, the Licensee shall be required to connect, at the Licensee's expense, all residential dwelling units that are within one hundred fifty (150) feet of trunk or feeder lines not otherwise already served by the Licensee's FTTP Network. The Licensee shall be allowed to recover, from a Subscriber who requests such connection, actual costs incurred for residential dwelling unit connections that exceed one hundred fifty (150) feet, and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.3. *Cable Service to Public Buildings:* The Licensee shall provide one Cable Service drop, outlet and monthly Basic Service along its activated Cable System route in the Town, as required by M.G.L. Chapter 166A, Section 5(e) at no cost to public schools, police and fire stations, public libraries and other public buildings if requested by the Town pursuant to written notice to Licensee. All such written designations shall include the street address of each building. The current designation of such buildings and their addresses is set forth in **Exhibit A**. The Licensee shall coordinate the location of each outlet with representatives for each of the buildings receiving service pursuant to this Section 3.3.

4. SYSTEM FACILITIES

4.1. *System Characteristics:* The Licensee's Cable System shall meet or exceed the following requirements:

4.1.1. The Cable System shall be operated with an initial digital carrier passband of between 50 and 860 MHz.

4.1.2. The Cable System shall be operated to be an active two-way plant for subscriber interaction, if any, required for the selection or use of Cable Service.

4.1.3. The Cable System shall comply with applicable FCC technical standards, as such standards may be amended from time to time.

4.1.4. The Cable System shall conform in all material respects to the following standards to the extent applicable: Occupational Safety and Health Administration regulations, the National Electrical Code and the National Electrical Safety Code.

4.1.5. The Cable System shall be capable of passing through stereo signals to Subscribers.

4.2. *Emergency Alert System:* The Licensee shall comply with the Emergency Alert System (“EAS”) requirements of the FCC and applicable State and local EAS Plans in order that emergency messages may be distributed over the Cable System.

4.3. *Parental Control Capability:* The Licensee shall comply with all applicable requirements of federal law governing Subscribers’ capability to control the reception of any Channels being received on their television sets.

5. PEG ACCESS SERVICES AND SUPPORT

5.1. PEG Access Channels, Interconnection and Cablecasting:

5.1.1. The Licensee shall continue to make available to the Town and/or the PEG Access Designee, as designated in writing by the Issuing Authority, three (3) SD PEG Access Channels on its Basic Service Tier. In accordance with Section 5.1.2 below, the Issuing Authority may also request one (1) HD PEG Access Channel, for a total of four (4) PEG Access Channels.

5.1.2. In addition to the three (3) SD PEG Access Channels referenced above, the Licensee shall make one (1) HD PEG Access Channel available to the Town and/or the PEG Access Designee, as designated in writing by the Issuing Authority, as follows: Starting on the Effective Date of this License, the Issuing Authority may make a written request for such an HD PEG Access Channel to the Licensee. Upon receipt of the Issuing Authority’s written request, the Licensee shall make such an HD PEG Access Channel available to Town or the PEG Access Designee within two hundred and seventy (270) days of the Licensee’s receipt of such written notice from the Issuing Authority. The Issuing Authority shall include in the written notice a statement of whether the programming on such HD PEG Access Channel shall either be a simulcast of existing SD PEG Access Channel programming or distinct programming. The Issuing Authority or the PEG Access Designee may subsequently change the programming on the HD PEG Access Channel from an SD PEG Access Channel simulcast in HD to distinct programming, or from distinct programming to an HD simulcast of an existing SD PEG Access Channel, upon one hundred eighty (180) days prior written notice from the Issuing Authority to the Licensee which change shall not occur more than once during the License term. To the extent permitted by law, the Licensee shall be allowed to recover from Subscribers applicable costs incurred to transmit HD PEG Access Channel programming of any type.

5.1.3. All programming content for the HD PEG Access Channel shall be transmitted to Licensee in HD-SDI format with a resolution of 720p. Licensee reserves the right to reassign channel number and location for any or all of the PEG Access Channels at any time during the term of this Renewal License. The HD PEG Access Channel may not be available at

all times during the term of this License on Licensee's Basic Service Tier, and in order to view the HD PEG Access Channel, a Subscriber may be required to upgrade equipment at an additional charge.

5.1.4. The Licensee may carry PEG Access Programming within and outside the Town's jurisdictional boundaries, provided that PEG Access Programming from outside the Town which is carried in the Town shall not be cablecast on the PEG Access Channels made available to the Issuing Authority and/or the PEG Access Designee. The Licensee reserves the right to locate the PEG Access Channels in its Channel lineup in its sole discretion. If a PEG Access Channel provided under this Article is not being utilized by the Town and/or the PEG Access Designee, the Licensee may utilize such PEG Access Channel by providing at least sixty (60) days advance written notice to the Issuing Authority. In the event that the Town determines to use such PEG Access capacity for PEG Access purposes, the Issuing Authority shall have the right to utilize such PEG Access Channel by providing at least sixty (60) days advance written notice to the Licensee.

5.1.5. The Licensee shall continue to connect to equipment owned by the Town and/or the PEG Access Designee at the PEG access studio, 381 Main Street, West Newbury, MA 01985. The Issuing Authority or, if designated by the Issuing Authority in writing to Licensee, the PEG Access Designee, shall be required to pay Licensee for all costs associated with: (i) any equipment upgrade where the need for the upgrade is initiated by the Issuing Authority or PEG Access Designee; (ii) relocating any connection where the need for relocation is initiated by the Issuing Authority or PEG Access Designee; (iii) re-installing and/or replacing any connection at an existing location where the need for such re-installation and/or replacement is initiated by the Issuing Authority or PEG Access Designee; or (iv) installing any new connection if initiated by the Issuing Authority or PEG Access Designee; provided, however, that Issuing Authority and/or PEG Access Designee responsibility for the foregoing costs is subject to the Issuing Authority's express written consent, and subject further to Licensee's prior disclosure of such costs and prior consent to same by the Issuing Authority or PEG Access Designee.

The demarcation point between the Licensee's signal processing equipment (which the Licensee shall own, install and maintain) and the Town's PEG equipment shall be at the output of the Town's signal processing equipment at the PEG access studio, 381 Main Street, West Newbury, MA 01985. The Town and/or the PEG Access Designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all PEG access programming up to the demarcation point and for ensuring all PEG access programming is inserted on the appropriate upstream PEG Access Channel. All PEG access programming shall be transmitted to the Licensee in baseband, SD-SDI or HD-SDI format with either mono or stereo audio signals, and with signals received by Licensee in stereo cablecast by Licensee in stereo. Notwithstanding the foregoing, the Licensee shall not be obligated to provide the Town or PEG Access Designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the Town's side of the demarcation point and used to generate or administer any PEG access signals, except as necessary to implement the Licensee's responsibilities specified herein. The Issuing Authority and the Licensee shall work together in good faith to resolve any connection issues. If the Issuing Authority issues a license to, or renews a license with, a competing VSP, the competing

VSP may not connect its system to Licensee's System for the purposes of obtaining PEG access programming from the PEG Access Channels transmitted on Licensee's System without Licensee's prior written consent.

5.2. *PEG Grant and PEG Access Support:*

5.2.1. *PEG Grant:* Licensee shall pay to the Town a PEG capital Grant to be used for PEG Access capital funding purposes (the "PEG Grant"), as follows: within forty-five (45) days of the Effective Date, the sum of Seven Thousand Five Hundred Dollars (\$7,500) and another Seven Thousand Five Hundred Dollars (\$7,500) on or before the first anniversary of the Effective Date of the License.

If the Issuing Authority enters into any new or renewed cable license agreement with any other VSP which contains obligations associated with a PEG Grant or other comparable program that are lesser than the obligations set forth above, the Licensee's obligations under this Section shall be reduced, on an annual basis and upon the effective date of said agreement, to an amount equal to the lowest total payment required to be made by any VSP to the Town. The relief available in the event of the foregoing is equitable relief going forward, and the Licensee shall not recover amounts already paid to the Town. Notwithstanding the foregoing, if at any time during the term of this License, any other VSP ceases to provide cash grants to the Town in support of the production of local PEG programming in accordance with the terms of its respective license agreement, then Licensee's PEG Grant obligation shall also cease. The Issuing Authority shall provide notification to Licensee within thirty (30) days of such other VSP's failure to provide a cash grant in accordance with the schedule set forth in such VSP's license agreement with the Issuing Authority. Equipment, services and other in kind, non-monetary contributions to the Town by such VSP shall not count towards the cash grants referenced in this paragraph.

5.2.2. *PEG Access Support:* The Licensee shall provide annual funding to the Town for PEG Access Channel operating support or other PEG Access Channel costs and expenses ("PEG Access Support") in the amount of one and one half of a percent (1.5%) of the Licensee's annual Gross Revenue, subject to the limitation in Section 6.2; provided, however, that if the Town issues or renews any cable licenses after the Effective Date that require a lower percentage of PEG Access Support, then the percentage of the Licensee's PEG Access Support payments shall be reduced to match such lower percentage over that same time period. The Issuing Authority shall place Licensee's PEG Access Support payments in a restricted account for cable related purposes in the nature of a grant account and not into the general fund, which account will be under the Issuing Authority's control.

5.2.3 *Payments:* The PEG Access Support payments, pursuant to Section 5.2.2 above, shall be made no later than forty-five (45) days following the end of each calendar quarter. Each such payment shall be accompanied by a Gross Revenue reporting form substantially in the form of **Exhibit B**. The Licensee shall be allowed to provide an extra payment if needed to correct any payments that were incorrectly omitted, and shall have the right to offset against future payments any payments that were incorrectly submitted, in connection with the quarterly remittances within ninety (90) days following the close of the calendar quarter for which such payments were applicable. For purposes of the PEG Access Support payment,

the period for determining Gross Revenues shall be the preceding calendar quarter. If Cable Services are provided to Subscribers in conjunction with Non-Cable Services, then the calculation of Gross Revenues shall be adjusted, if needed, to include only the value of the Cable Services billed to Subscribers, as reflected on the books and records of the Licensee in accordance with FCC rules, regulations, standards or orders.

5.2.4. *Recovery of Costs*: To the extent permitted by applicable federal law, the Licensee shall be allowed to recover the costs of the PEG Grant, the PEG Access Support and any other costs, including interconnection costs (in accordance with applicable laws and/or regulations), arising from the provision of PEG Access services from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill.

5.2.5. *Late Payments*: In the event that any of the PEG Grant (Section 5.2.1) and/or the PEG Access Support (Section 5.2.2) is or are not paid on or before the due date set forth in this License for such payments, then interest shall accrue from the due date until the date paid at the rate of two percent (2%) per annum above the Prime Rate, compounded annually.

5.3. *PEG Access Channel Maintenance/Technical Standards/Performance Tests*: The Licensee shall monitor the PEG Access Channel(s) for technical quality consistent with applicable FCC technical standards, as such standards may be amended from time to time, and shall ensure that they are maintained at standards the same as those which apply to the Cable System's commercial channels of similar format and resolution; provided that the Licensee is not responsible for the production quality of PEG Access Programming productions, nor for any deficiencies in the signal that it receives from the Town and/ or the PEG Access Designee. Upon the written request of the Issuing Authority, the Licensee shall make available to the Town a copy of the Licensee's most recent annual performance tests.

5.4. *Censorship*: The Licensee, the Town shall comply with applicable laws regarding program censorship or any other control of the content of the PEG Access Programming on the Cable System.

5.5. *PEG Operational Rules*. The Issuing Authority shall establish rules and regulations that require all local producers and users of any of the PEG Access facilities or Channels to assume individual responsibility for any program-based liability including but not limited to liability for copyright infringement or defamation, and to hold the Town and the Licensee harmless for same, subject to applicable Title VI and FCC requirements. The PEG Access Designee shall establish rules and regulations for use of PEG facilities consistent with, and as required by, Section 611 of the Communications (47 U.S.C. § 531) and this License.

5.6. *Non-Commercial Programming*: The Issuing Authority and/or PEG Access Designee shall not use the PEG Access Channels to provide for-profit commercial programming. Nothing in this Section 5.6 shall prohibit the Issuing Authority and/or PEG Access Designee from having memberships, sponsorships, underwriting or acknowledgements (such as underwriting and acknowledgements accepted by PBS), to the extent not otherwise prohibited by applicable law and regulation.

5.7. *No PEG Access Designee Rights:* The Issuing Authority and the Licensee herein acknowledge and agree that any PEG Access Designee is not a party to this License and that any provisions herein that may affect a PEG Access Designee are not intended to create any rights on behalf of any PEG Access Designee.

6. LICENSE FEES

6.1. *License Fee:* Pursuant to Section 9 of M.G.L. Chapter 166A, the Licensee shall pay to the Town, throughout the term of this License, a license fee equal to fifty cents (\$.50) per Subscriber per year.

6.2. *Maximum License/Franchise Fee Obligation:* Any fee, tax, assessment, grant, contribution of any type (including in-kind) or expenditure paid or incurred by the Licensee under this License and/or under applicable State law in connection with the provision by Licensee of Cable Service in the Service Area is subject to classification as a “franchise fee” and the five percent (5%) cap on such fees in accordance with Sections 622(b) and (g) of the Communications Act (47 U.S.C. § 542) and applicable federal rules and regulations.

6.3. *Payment Information:* In determining the License Fee, the number of Subscribers shall be measured as of December 31st of the preceding calendar year. The License Fee shall be paid no later than March 15th of each year during the term of this License.

6.4. *Limitation on Actions:* The period of limitation for recovery of any payment obligation under this License shall be three (3) years from the date on which payment by the Licensee is due.

6.5. *Recomputation:*

6.5.1. Tender or acceptance of any payment made pursuant to Article 5 and/or 6 herein shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums, including interest payable under Section 5.2.5 above and/or pursuant to this Section 6.5. All amounts shall be subject to audit and recomputation by the Issuing Authority pursuant to this Section 6.5.

6.5.2. If the Issuing Authority has reason to believe that any such payment is incorrect, it shall notify the Licensee thereof in writing within ninety (90) business days after receiving such payment. The Licensee shall then have ninety (90) business days after receipt of such notice to provide the Town with additional information documenting the accuracy of such payment. In the event that the Issuing Authority does not reasonably believe that such documentation supports the accuracy of such payment, then the Issuing Authority may conduct an audit of such payment, provided that the Issuing Authority shall be limited to one audit every three years during the term of this License, which audit shall be applicable to the previous three (3) year period in accordance with Section 6.4 above.

6.6. *Method of Payment:* All License Fee payments by the Licensee to the Town pursuant to this License shall be made payable to the Town and deposited with the Town Treasurer.

6.7. *Other Payment Obligations and Exclusions:* Subject to Section 622(g)(1) of the Communications Act, the License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee or any Affiliate shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments herein.

6.8. *Affiliates Use of System:* Use of the Cable System by any Affiliates of the Licensee shall be in compliance with applicable State and/or federal laws.

7. CUSTOMER SERVICE

The customer service standards in this Article 7 shall apply to the Licensee regarding its provision of Cable Services over the Cable System in the Town, and shall be binding unless amended by written consent of the parties.

7.1. Telephone Availability:

7.1.1. The Licensee shall maintain a local and a toll-free number to receive all calls and inquiries from Subscribers in the Town and/or residents regarding Cable Service. The Licensee's representatives shall be trained and qualified to answer questions related to Cable Service in the Town and shall be available to receive reports of Service Interruptions and Significant Outages during Normal Business Hours. The Licensee representatives shall identify themselves by name when answering this number. After Normal Business Hours, the toll-free number may be answered by an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU"), including an answering machine. Inquiries received after Normal Business Hours shall be responded to by a trained company representative on the next business day.

7.1.2. The Licensee's telephone numbers shall be listed, with appropriate description (e.g. administration, customer service, billing, repair, etc.), in the directory published by the local telephone company or companies serving the Town, beginning with the next publication cycle after the Effective Date.

7.1.3. The Licensee may use an ARU or a VRU to distribute telephone calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options. After the first tier menu (not including a foreign language rollout) has run through three times, if customers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. The Licensee may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

7.1.4. Under Normal Operating Conditions, calls received by the Licensee shall be answered within thirty (30) seconds. The Licensee shall meet this standard for ninety percent (80%) of the calls it receives at all call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by the Licensee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting.

7.1.5. Under Normal Operating Conditions, callers to the Licensee shall receive a busy signal less than three percent (3%) of the time during any calendar quarter.

7.1.6. Upon written request from the Issuing Authority, but in no event more than twice annually, the Licensee shall report to the Issuing Authority in writing the following for all call centers receiving calls from Subscribers except for temporary telephone numbers set up for national promotions:

- (1) Percentage of calls answered within thirty (30) seconds as set forth in Section 7.1.4.
- (2) Percentage of time customers received busy signal when calling the customer service center as set forth in Section 7.1.5.

Subject to applicable consumer privacy requirements, underlying information used to generate said reports will be made available to the Town for review upon reasonable request.

7.1.7. The measurements and reporting above may be based on calendar or accounting periods at Licensee's option.

7.2. *Installations and Service Appointments:*

7.2.1. All installations shall be in accordance with applicable FCC rules relating to grounding, connection of equipment, and the provision of required consumer information and literature to adequately inform the Subscriber about using the Licensee-supplied equipment and Cable Service.

7.2.2. The Standard Installation shall be performed within seven (7) business days after the placement of the Optical Network Terminal ("ONT") on the customer's premises or within seven (7) business days after an order is placed if the ONT is already installed on the customer's premises. The Licensee shall meet this standard for ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding customer requests for connection later than seven (7) days after ONT placement or later than seven (7) days after an order is placed if the ONT is already installed on the customer's premises.

7.2.3. The Licensee shall provide the Issuing Authority with a report, upon written request from the Issuing Authority but in no event more than twice annually, noting the percentage of Standard Installations completed within the seven (7) day period, excluding

those requested outside of the seven (7) day period by the Subscriber. Subject to applicable consumer privacy requirements, underlying information used to generate said reports shall be made available to the Issuing Authority for review upon reasonable request. The measurements and reporting of the above may be based on calendar or accounting periods at Licensee's option.

7.2.4. The Licensee shall offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls and other activities of a maximum four (4) hours scheduled time block during appropriate daylight available hours, generally beginning at 8:00 AM unless it is deemed appropriate to begin earlier by location exception. At the Licensee's discretion, the Licensee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends.

7.3. *Service Interruptions and Outages:*

7.3.1. The Licensee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Licensee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the Town and each affected Subscriber in the Service Area have been given fifteen (15) days prior notice of the proposed Significant Outage.

7.3.2. Under Normal Operating Conditions, the Licensee shall Respond to a call from a Subscriber regarding a Service Interruption or other service problems within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls respecting Service Interruptions in the Service Area.

(2) The Licensee shall begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the Town of a Cable Service problem.

7.3.3. Under Normal Operating Conditions, the Licensee shall complete Service Calls within seventy-two (72) hours of the time the Licensee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.

7.3.4. The Licensee shall meet the standard in Section 7.3.3 for eighty percent (80%) of the Service Calls it completes, as measured on a quarterly basis.

7.3.5. The Licensee shall provide the Issuing Authority with a report in writing, upon written request from the Issuing Authority, but in no event more than twice annually, noting the percentage of Service Calls completed within the seventy-two (72) hour period not including Service Calls where the Subscriber was reasonably unavailable for a Service

Call within the seventy-two (72) hour period as set forth in this Section 7.3. Subject to applicable consumer privacy requirements, underlying information used to generate said reports shall be made available to the Issuing Authority for review upon reasonable request. The above measurements and reporting may be based on calendar or accounting periods at Licensee's option.

7.3.6. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Licensee shall issue an automatic credit to the affected Subscribers in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit to the affected Subscribers in the amount equal to the charge for the Basic Service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by the Licensee provided that such determination is non-discriminatory and in accordance with applicable laws. Such credit shall be reflected on Subscriber billing statements within the next available billing cycle following the outage.

7.3.7. With respect to service issues concerning Cable Services provided to Town facilities, the Licensee shall Respond to all inquiries from the Town within four (4) hours and shall commence necessary repairs within twenty-four (24) hours under Normal Operating Conditions. If such repairs cannot be completed within twenty-four (24) hours, the Licensee shall notify the Issuing Authority in writing as to the reason(s) for the delay and provide an estimated time of repair.

7.3.8. Licensee may provide all notices identified in this Section electronically or on-screen.

7.4. *Subscriber Complaints:* Under Normal Operating Conditions, the Licensee shall resolve Subscriber Complaints referred by the Issuing Authority within seventy-two (72) hours; provided, however, that the Licensee shall notify the Issuing Authority of those matters that necessitate an excess of seventy-two (72) hours to resolve, which matters shall be resolved within fifteen (15) days of the initial Complaint. The Issuing Authority may require reasonable documentation to be provided by the Licensee to substantiate the request for additional time to resolve the problem. For purposes of this Section 7.4, "resolve" means that the Licensee shall perform those actions, which, in the normal course of business, are necessary to investigate the Subscriber's Complaint and advise the Subscriber of the results of that investigation.

7.5. *Billing:*

7.5.1. Subscriber bills shall be itemized to describe Cable Services purchased by Subscribers and related equipment charges, and shall include the information required by 207 CMR 10.03(1) in clear, concise and understandable language and format. Bills shall clearly delineate all Cable Service activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. In accordance with applicable law(s), the Licensee shall be allowed to itemize as separate line items, without limitation, License Fees, taxes and/or other governmentally imposed fees. The Licensee shall maintain records of the date and place of mailing of Subscriber bills.

7.5.2. In accordance with 207 CMR 10.05(1), Subscriber payment shall be due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five (5) business days following the mailing date of the bill.

7.5.3. A specific due date shall be listed on the bill of every Subscriber.

7.5.4. Any billing disputes registered by a Subscriber shall be resolved in accordance with 207 CMR 10.07.

7.5.5. The Licensee shall notify the Subscriber of the result of its investigation of any Complaint and shall give an explanation for its decision within thirty (30) business days after the receipt of the Complaint. The Subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days. Any Subscriber who disagrees with the results of the Licensee's investigation shall promptly inquire about and take advantage of any Complaint resolution mechanism, formal or informal, available under this License or through the Issuing Authority before the Cable Division may accept a petition. The Subscriber or the Licensee may petition the Cable Division to resolve disputed matters within thirty (30) days of any final action.

7.5.6. The Licensee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers, to the Issuing Authority upon request.

7.5.7. The Licensee shall provide all Subscribers with the option of paying for Cable Service by check or an automatic payment option where the amount of the bill is automatically deducted from a checking account designated by the Subscriber. The Licensee may in the future, at its discretion, permit payment by using a major credit card on a preauthorized basis. Based on credit history, at the option of the Licensee, the payment alternative may be limited.

7.6. *Deposits, Refunds and Credits:*

7.6.1. The Licensee shall comply with 207 CMR 10.08 with respect to security deposits.

7.6.2. Under Normal Operating Conditions, refund checks shall be issued within the next available billing cycle following the resolution of the event giving rise to the refund (e.g., equipment return and final bill payment).

7.6.3. Credits for Cable Service shall be issued no later than the Subscriber's next available billing cycle, following the determination that a credit is warranted, and the credit is approved and processed. Such approval and processing shall not be unreasonably delayed.

7.7. *Rates, Fees and Charges:*

7.7.1. The Licensee shall not, except to the extent permitted by applicable laws, impose any fee or charge for Service Calls to a Subscriber's premises to perform

any repair or maintenance work related to the Licensee's equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects the Licensee equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Licensee's equipment (for example, a dog chew).

7.7.2. The Licensee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice. The Licensee's imposition of late fees shall comply with 207 CMR 10.05(3).

7.8. *Termination of Service:*

7.8.1. The Licensee shall comply with 207 CMR 10.05 with respect to delinquency and termination of service.

7.8.2. In accordance with applicable laws and regulations, nothing in these standards shall limit the right of the Licensee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Licensee's equipment, abusive and/or threatening behavior toward the Licensee's employees or representatives, or refusal to provide credit history information or refusal to allow the Licensee to validate the identity, credit history and credit worthiness via an external credit agency.

7.9. *Communications with Subscribers:*

7.9.1. The Licensee shall require that: (i) all Licensee personnel, contractors and subcontractors contacting Subscribers or potential Subscribers at the homes of such Subscribers or potential Subscribers wear a clearly visible identification card bearing their name and photograph; (ii) all Licensee representatives wear appropriate clothing while working at a Subscriber's premises; and (iii) every service vehicle of the Licensee and its contractors or subcontractors shall (a) be clearly identified as such to the public, (b) have the Licensee's logo plainly visible and (c) have the contractor's / subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Licensee. In addition, the Licensee shall make reasonable effort to account for all identification cards at all times.

7.9.2. The Licensee shall require that all contact with a Subscriber or potential Subscriber by a Person representing the Licensee shall be conducted in a courteous and professional manner.

7.9.3. The Licensee shall notify Subscribers annually that any Complaints or inquiries not satisfactorily handled by the Licensee may be referred to the Town.

7.9.4. All notices identified in this Section 7.9 shall be by either:

(1) A separate document included with a billing statement or a message included on the portion of the monthly bill that is to be retained by the Subscriber;

(2) A separate electronic notification;

- (3) A separate on-screen notification; or
- (4) Any other reasonable written means.

7.9.5. Pursuant to 207 CMR 10.01(1), the Licensee shall give written notice of its billing practices to potential Subscribers before a subscription agreement is reached. Pursuant to 207 CMR 10.01(3), the Licensee shall provide the Issuing Authority and all affected Subscribers with at least thirty (30) days notice prior to implementing a change of one of its billing practices.

7.9.6. Licensee shall provide notice, as may be required by applicable FCC regulations, to Subscribers of any pricing changes or additional changes (excluding sales discounts, new products or offers) and, subject to the forgoing, any changes in Cable Services, including channel line-ups.

7.9.7. The Licensee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, and at any time upon request from any Subscriber:

- (1) Products and Cable Service offered;
- (2) Prices and options for Cable Services and condition of subscription to Cable Services, including prices for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees and other fees charged by the Licensee related to Cable Service;
- (3) Installation and maintenance policies;
- (4) To the extent applicable, channel positions of Cable Services offered on the Cable System;
- (5) Complaint procedures, including the name, address and telephone number of the Issuing Authority, but with a notice advising the Subscriber to initially contact the Licensee about all Complaints and questions;
- (6) Procedures for requesting Cable Service credit;
- (7) The availability of a parental control device;
- (8) Licensee practices and procedures for protecting against invasion of privacy; and
- (9) The address and telephone number of the Licensee's office to which Complaints may be reported.

7.9.8. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

7.9.9. Every notice of termination of Cable Service shall include the following information:

- (1) The name and address of the Subscriber whose account is delinquent;
- (2) The amount of the delinquency for all Cable Services billed;
- (3) The date by which payment is required in order to avoid termination of Cable Service; and
- (4) The telephone number for the Licensee where the Subscriber can receive additional information about their account and discuss the pending termination.

8. REPORTS AND RECORDS

8.1. *Open Books and Records:* Upon at least thirty (30) business days written notice to the Licensee, the Issuing Authority or its designee shall have the right to inspect at a location reasonably and mutually convenient to the parties hereto the Licensee's books and records pertaining to the Licensee's provision of Cable Service in the Town at any time during Licensee's regular business hours and on a reasonable and nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this License. Such notice shall specifically reference the section or subsection of this License which is under review, so that the Licensee may organize the necessary books and records for appropriate access by the Issuing Authority. The Licensee shall not be required to maintain any books and records for License compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Licensee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Town. If the Licensee believes that the requested information is proprietary or confidential, the Licensee shall provide the following information to the Issuing Authority: (i) specific identification of the information; (ii) a statement attesting to the reason(s) the Licensee believes the information is confidential; and (iii) a statement that the documents are available at the Licensee's designated offices for inspection by the Issuing Authority. The Issuing Authority shall take reasonable steps consistent with applicable law to protect the proprietary and confidential nature of any books, records, maps, plans or other documents requested by the Issuing Authority that are provided pursuant to this License to the extent they are designated as such by the Licensee. The Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

8.2. *Records Required:* The Licensee shall at all times maintain:

8.2.1. Records of all written Complaints for a period of three (3) years after receipt by the Licensee.

8.2.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

8.2.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by the Licensee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved; and

8.2.4. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by the Licensee, indicating the date of request, date of acknowledgment, and the date and time service was extended.

8.3. *Dual Filings*: Upon written request of the Issuing Authority, the Licensee shall provide a copy of any documents or forms filed by the Licensee with the FCC and/or the DTE that materially pertain to the Licensee's Cable System in the Town.

8.4. *Proof of Performance Tests*: Upon written request of the Issuing Authority, the Licensee shall provide a copy of proof of performance tests required by applicable law.

8.5. *Performance Review*: The Issuing Authority or its designee may, at its discretion but not more than once per twelve-month period, hold a performance evaluation session. The purpose of such evaluation session shall be to review the Licensee's compliance with the terms and conditions of this License. The Issuing Authority shall provide the Licensee with thirty (30) days advance written notice of such evaluation session. The Issuing Authority shall provide the Licensee with a written report with respect to the Licensee's compliance within sixty (60) days after the conclusion of such evaluation session.

8.6. *Quality of Service*: If there exists credible evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of the Licensee's Cable Services in the Town, then, after notice to the Licensee and an opportunity to cure, the Issuing Authority shall have the right to require the Licensee to test, analyze and report in writing on the performance of the Cable System.

9. INSURANCE AND INDEMNIFICATION

9.1. *Insurance*:

9.1.1. The Licensee shall maintain in full force and effect, at its own cost and expense, during the term of this License, the following insurance coverage:

9.1.1.1. Commercial General Liability Insurance in the amount of five million dollars (\$5,000,000) per occurrence for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of the Licensee's Cable Service business in the Town.

9.1.1.2. Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit each accident for bodily injury and property damage coverage.

9.1.1.3. Workers' Compensation Insurance meeting all legal requirements of the Commonwealth of Massachusetts and Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease: \$100,000 employee limit; \$500,000 disease-policy limit.

9.1.2. The Town shall be included as an additional insured as their interests may appear under this License on the Commercial General Liability Insurance and Automobile Liability Insurance required herein.

9.1.3. Upon receipt of notice from its insurer(s) the Licensee shall provide the Issuing Authority with thirty (30) days' prior written notice of cancellation of any required coverage.

9.1.4. Each of the required insurance policies shall be with insurers qualified to do business in the State of Massachusetts, with an A.M. Best Financial Strength rating of A- or better.

9.1.5. Upon written request, the Licensee shall deliver to the Issuing Authority Certificates of Insurance showing evidence of the required coverage.

9.2. *Indemnification:*

9.2.1. The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage, including without limitation damage to Persons or property, real and personal, due to the actions of the Licensee, its employees, officers or agents arising out of the installation, maintenance and/or operation of the Cable System under this License. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred by the Town up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee written notice of its obligation to indemnify and defend the Issuing Authority within ten (10) business days of receipt of a claim or action pursuant to this section.

9.2.2. With respect to the Licensee's indemnification obligations set forth in Section 9.2.1, the Licensee shall, at its own expense, provide the defense of any claims brought against the Town by selecting counsel of the Licensee's choice to defend the claim, subject to the consent of the Issuing Authority, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Issuing Authority from cooperating with the Licensee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the Issuing Authority, the Licensee shall have the right to defend, settle or compromise any claim or action arising hereunder, and the Licensee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement includes the release of the Town and the Issuing Authority does not consent to the terms of any such settlement or compromise,

the Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of such settlement.

9.3. *Performance Bond.* The Licensee shall maintain, without charge to the Town, throughout the term of the License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of twenty five thousand dollars (\$25,000). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this License. The performance bond shall be effective throughout the term of this License and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance and/or operation of the Cable System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to Article 11 below. Said bond shall be a continuing obligation of this License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the License or from the exercise of any privilege herein granted. In the event that a performance bond provided pursuant to this License is not renewed or cancelled, the Licensee shall provide a new performance bond pursuant to this Section 9.3 within thirty (30) days of such failure to renew or cancellation. Neither cancellation, nor termination nor refusal by the surety to extend the bond, nor the inability of the Licensee to file a replacement bond or replacement security for its obligations under this License, shall constitute a loss to the Town recoverable under the bond. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the License. Recourse by the Town of remedies available under this Section 9.3 shall not be exclusive of other lawful remedies available to the Town at law and equity. Said bond shall be substantially in the form of **Exhibit C** attached hereto.

10. RENEWAL OF LICENSE

The Issuing Authority and the Licensee agree that any proceedings undertaken by the Town that relate to the renewal of this License shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546, and M.G.L. Chapter 166A. The Town shall notify the Licensee of any ascertainment proceedings conducted pursuant to Section 626 of the Communications Act, and shall provide the Licensee with a copy of the record of such proceeding.

11. ENFORCEMENT AND TERMINATION OF LICENSE

11.1. *Notice of Violation:* If at any time the Issuing Authority believes that the Licensee has not complied with the terms of this License, the Issuing Authority shall informally discuss the matter with the Licensee, however the Issuing Authority reserves the right to inform the Licensee of such non-compliance in writing prior to informal discussions. If such informal discussions do not lead to resolution of the problem in a reasonable time, the Issuing Authority

shall then notify Licensee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the “Noncompliance Notice”).

11.2. *The Licensee’s Right to Cure or Respond:* The Licensee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond in writing to the Issuing Authority, if the Licensee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance, continue such efforts until said noncompliance is cured, and notify the Issuing Authority at no more than twenty-one (21) day intervals as to the Licensee’s efforts and progress to remedy such noncompliance. Upon a jointly agreed upon cure of any noncompliance by the Issuing Authority and the Licensee, the Issuing Authority shall provide the Licensee with written confirmation that such cure has been effected.

11.3. *Public Hearing:* In the event that the Licensee fails to respond to the Noncompliance Notice pursuant to the procedures set forth in Section 11.2 above, and if the Issuing Authority seeks to continue its investigation into the alleged noncompliance, then the Issuing Authority shall schedule a public hearing. The Issuing Authority shall provide the Licensee at least thirty (30) days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing and whether revocation of this License is a possible consequence. At any designated public hearing where revocation of this License is not a possible consequence, the Licensee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel and to introduce relevant evidence. At any designated public hearing where revocation of this License is a possible consequence, the Licensee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel and to introduce relevant evidence, and shall also have the right to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Issuing Authority, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete record shall be made of such hearing. Within thirty (30) days of the close of the hearing, the Issuing Authority shall issue a written determination of its findings.

11.4. *Enforcement:* In the event the Issuing Authority, after the public hearing set forth in Section 11.3 above, determines that the Licensee is in default of any provision of this License, the Issuing Authority may:

11.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages;

11.4.2. Commence an action at law for monetary damages or seek other equitable relief;

11.4.3. Submit a claim against an appropriate part of the performance bond pursuant to Section 9.3 above;

11.4.4. In the case of a substantial noncompliance of a material provision of this License, seek to revoke this License in accordance with Section 11.5; or

11.4.5. Invoke any other lawful remedy available to the Town.

11.5. *Revocation:* In the event that the Issuing Authority determines that it will revoke this License pursuant to Section 11.4 above, the Licensee may appeal such written determination of the Issuing Authority to an appropriate court or to the Cable Division, which shall have the power to review the decision of the Issuing Authority consistent with applicable law and regulation. The Licensee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of the Licensee's receipt of the written determination of the Issuing Authority. The Issuing Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce the Issuing Authority's rights under this License in lieu of revocation of this License.

12. MISCELLANEOUS PROVISIONS

12.1. *Actions of Parties:* In any action by the Town or the Licensee that is taken pursuant to the terms of this License, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required by either party under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

12.2. *Jurisdiction:* Jurisdiction and venue over any dispute, action or suit arising out of this License shall be in a federal or State court of appropriate venue and subject matter jurisdiction located in the State, and the parties hereby agree to be subject to the personal jurisdiction of said court for the resolution of any such dispute.

12.3. *Binding Acceptance:* This License shall bind and benefit the parties hereto and their respective receivers, trustees, successors and assigns.

12.4. *Preemption:* In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this License, such provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such federal or State law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the Issuing Authority.

12.5. *Force Majeure:* If by reason of Force Majeure, either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be held in violation or default during the continuance of such inability.

12.6. *Acts or Omissions of Affiliates:* During the term of this License, the Licensee shall be liable for the acts or omissions of its Affiliates to the extent arising out of any such Affiliate's operation of the Cable System to provide Cable Services in the Town.

12.7. *Delivery of Payments:* Licensee may use electronic funds transfer to make any payments to the Town required under this License.

12.8. *Warranties:* Each party hereto warrants, represents and acknowledges to the other party that, as of the Effective Date, such party has the requisite power and authority under applicable law and its organizational documents, if any, and is authorized and has secured all consents which are required to be obtained as of the Effective Date, to enter into and be legally bound by the terms of this License.

12.9. *Notices:* Unless otherwise expressly stated herein, notices required under this License shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

12.9.1. Notices to the Licensee shall be mailed to:

Verizon New England Inc.
6 Bowdoin Square
10th Floor
Boston, MA 02114
Attention: Niall Connors, Franchise Service Manager

12.9.2. with a copy to:

Verizon Legal
140 West Street, 6th Floor
New York, NY 10007
Attention: Monica Azare, Vice President and Deputy
General Counsel

12.9.3. Notices to the Issuing Authority shall be mailed to:

Town of West Newbury
381 Main Street
West Newbury, MA 01985
Attention: Board of Selectmen

12.10. *Entire Agreement:* This License and the Exhibits hereto constitute the entire agreement between the Licensee and the Issuing Authority and supersede all prior or contemporaneous agreements, representations or understandings (written or oral) of the parties regarding the subject matter hereof and can be amended or modified only by a written instrument executed by both parties.

12.11. *Captions:* The captions and headings of articles and sections throughout this License are intended solely to facilitate reading and reference to the sections and provisions of this License. Such captions shall not affect the meaning or interpretation of this License.

12.12. *Severability:* If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence,

paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this License.

12.13. *Recitals*: The recitals set forth in this License are incorporated into the body of this License as if they had been originally set forth herein.

12.14. *No Recourse Against Issuing Authority*: Pursuant to Section 635A(a) of the Communications Act (47 U.S.C. § 555(a)), the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, members, employees or agents other than injunctive relief or declaratory relief, arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this License

12.15. *FTTP Network Transfer Prohibition*: Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of this License or any other action to forbid or disallow the Licensee from providing Cable Services, shall the Licensee or its assignees be required to sell any right, title, interest, use or control of any portion of the Licensee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the Town or any third party. The Licensee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow the Licensee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or the PEG requirements set out in this License.

12.16. *Interpretation*: The Issuing Authority and the Licensee each acknowledge that it has received independent legal advice in entering into this License. In the event that a dispute arises over the meaning or application of any term(s) of this License, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the License.

12.17. *No Third Party Beneficiaries*: The provisions of this License are for the benefit of the Licensee and the Issuing Authority and not for any other Person.

12.18. *Counterparts*: This License may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Further, this License may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this License.

SIGNATURE PAGE FOLLOWS

AGREED TO THIS 8TH DAY OF SEPTEMBER, 2020.

TOWN OF WEST NEWBURY
By its Board of Selectmen:

VERIZON NEW ENGLAND INC.

David W. Archibald, Chairman

By: _____
Kevin M. Service, Senior Vice
President of Operations – Consumer
and Mass Business Markets

Glenn A. Kemper

Approved as to form:

Richard Parker

Verizon Law Department
September 8, 2020

EXHIBITS

EXHIBIT A – MUNICIPAL AND SCHOOL BUILDINGS TO BE PROVIDED
FREE CABLE SERVICE

EXHIBIT B – GROSS REVENUE REPORTING FORM

EXHIBIT C – FORM OF PERFORMANCE BOND

EXHIBIT A

MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

- (1) 1910 Town Office Building: 381 Main Street
- (2) Old Town Hall: 491 Main Street
- (3) Fire Station, Public Safety Building: 401 Main Street
- (4) Police Station, Public Safety Building: 401 Main Street
- (5) G.A.R. Memorial Library: 490 Main Street
- (6) Dr. John C. Page School: 694 Main Street
- (7) Pentucket Regional High School: 22 Main Street
- (8) Pentucket Regional Middle School (not Junior High): 22 Main Street

EXHIBIT B

GROSS REVENUES REPORTING FORM

PEG Report 1st Quarter [YEAR]

Sample Town

Verizon - fBA

MA

PEG Fee Rate:

%

	MONTH	MONTH	MONTH	Quarter Total
Monthly Recurring Cable Service Charges (e.g. Basic, Enhanced Basic, Premium and Equipment Rental)				
Usage Based Charges (e.g. PayPer View, Installation)				
Advertising				
Home Shopping				
Late Payment				
Other Misc. (Leased Access & Other Misc.)				
License Fee Billed				
PEG Fee Billed				
Less:				
Bad Debt				
Total Receipts subject to PEG Fee Calculation				
PEG Grant Before Adjustment				
Adjustment				
PEG Grant				

Verizon New England Inc. is hereby requesting that this information be treated as confidential and proprietary business information in accordance with the terms of the Cable Television Renewal License granted to Verizon New England Inc. This information is not otherwise readily ascertainable or publicly available by proper means by other persons from another source in the same configuration as provided herein, would cause substantial harm to competitive position of Verizon in the highly competitive video marketplace if disclosed, is intended to be proprietary confidential business information and is treated by Verizon as such.

EXHIBIT C

FORM OF PERFORMANCE BOND

Franchise Bond
Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That (name & address) (hereinafter called the Principal), and (name and address) (hereinafter called the Surety), a corporation duly organized under the laws of the State of (state), are held and firmly bound unto (name & address) (hereinafter called the Obligee), in the full and just sum of Twenty Five Thousand Dollars (\$25,000), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Obligee have entered into a License Agreement dated _____ which is hereby referred to and made a part hereof.

WHEREAS, said Principal is required to perform certain obligations under said Agreement.

WHEREAS, the Obligee has agreed to accept this bond as security against default by Principal of performance of its obligations under said Agreement during the time period this bond is in effect.

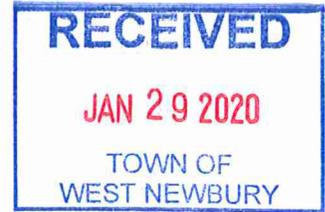
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall perform its obligations under said Agreement, then this obligation shall be void, otherwise to remain in full force and effect, unless otherwise terminated, cancelled or expired as hereinafter provided.

PROVIDED HOWEVER, that this bond is executed subject to the following express provisions and conditions:

1. In the event of default by the Principal, Obligee shall deliver to Surety a written statement of the details of such default within 30 days after the Obligee shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.
2. This Bond shall be effective _____, 20____, and shall remain in full force and effect thereafter for a period of one year and will automatically extend for additional one year periods from the expiry date hereof, or any future expiration date, unless the Surety provides to the Obligee not less than sixty (60) days advance written notice of its intent not to renew this Bond or unless the Bond is earlier canceled pursuant to the following. This Bond may be canceled at any time upon sixty (60) days advance written notice from the Surety to the Obligee.
3. Neither cancellation, termination nor refusal by Surety to extend this bond, nor inability of Principal to file a replacement bond or replacement security for its obligations under said Agreement, shall constitute a loss to the Obligee recoverable under this bond.

Town of W. Newbury Special Event Application for the Pipestave Hill Horse Trials

Location of Events: Pipestave Hill/Mill Pond Recreation Area
Organization: West Newbury Riding and Driving Club
Person Making Reservation: Kathy Feehery
Contact's Mailing Address: [REDACTED], W. Newbury, MA 01985
Status: Resident non-profit organization
Phone & E-Mail: [REDACTED]
Event Dates & Time: Sundays, July 12 & October 11 8 AM – 4 PM
Reason for Event: Horse Trials
Number of attendees: 35 - 65 riders
Fee Charged by Town: None has been charged as organization does extensive mowing and clean-up on the Mill Pond Recreation Area.



Provide a Schedule of Events:

Horse trials start at 8 AM with volunteers arriving at about 6:15 AM to set-up. Horse trailers start arriving at about 7 AM. Rides are staggered throughout the day, so they come and go all day, rather than come all at once and stay all day. Event usually finishes by 4 PM with volunteers remaining to do cleanup for about one more hour.

Site Plan which addresses (also see map which ^{is enclosed} ~~was sent~~ as a ^{page} ~~separate file~~):

The location of the event on the property: Top of Pipestave Hill, including the two riding rings, the parking area, the area between the DPW and the rings, the front part of the DPW area (permission has been granted by the DPW), the Middle and Lower fields, the edge of the hay field, and the path to the lower side of the athletic field.

For road or walk race, a detailed map of the route: Not applicable

Features and attractions: Low level horse trials with 60 competitors offering the three phases of dressage, stadium jumping and cross country jumping. This is our 31st year.

Participant circulation: Horse trailers enter and leave at main entrance. Riders compete in both riding rings and on the cross country course, which goes over the Middle and Lower fields, as well as the perimeter of the hay field closest to Rte. 113 and the path at the lower perimeter of the athletic fields (see map).

Proposed parking including how you will handle overflow parking: Trailers are parked in gravel parking area and along the side of the entrance road. A few are also parked in the front of the DPW area with their permission. We provide two parking directors on the property to guide everyone to their correct spot. All cars are parked across the street at the Page Elementary School parking area with their permission.

COI on file

Town of W. Newbury Special Event Application for the Pipestave Hill Horse Trials

Any proposed road closures: None

Location of trash receptacles and dumpsters: We provide trash and recycling barrels and remove our trash.

Location of temporary toilet facilities: Portable toilets (1 or 2) are placed on the main road coming in near the road going down to the athletic fields.

Accessible routes for the disabled: If there is a disabled spectator, we allow that car to park close to the rings.

Locations, size and number of any tents, trailers or temporary structures: We put up two or three 10x10 pop up tents and use a horse trailer for a scoring office.

Location, size, and description of any signage or banners: We have one sandwich board at the entrance road to guide trailers, and one sandwich board at the entrance to the Page School parking area to guide cars. West Newbury Emergency Management provides orange cones and vests for Rte. 113.

If food will be served or sold at the event, you must contact the West Newbury Board of Health to discuss Food and Beverage regulations before you submit your application. If required, your food permit must be submitted before final approval of the Special Event: We have trouble finding a vendor for such a small group. At this time, there will be no food sold on site, and we will provide sandwiches and drinks for our volunteers.

If Police Details and/or Firefighters/EMTs will be required, contact the West Newbury Police Department and West Newbury Fire Department to secure services. Only Police Officers may direct traffic on town streets. Evidence that Police and/or Fire Personnel have been secured must be presented before the approval of the final Special Event Permit: Traffic is minimal as start times are staggered throughout the day, so Police detail is not necessary. We pay an EMT from the Fire Company to be on site for the whole event.

Provide a Certificate of Insurance to the Finance Director's Office no later than ten (10) business days before the event. Final Special Event Permits will not be issued without submission of a Certificate of Insurance: Certificate to be filed.

Town of W. Newbury Special Event Application for the Pipestave Hill Horse Trials

I/we agree and hold harmless and/or indemnify the said Town of West Newbury against any and all claims or liabilities for person injury or property damage arising out of use of said property. If the application is submitted less than 60 days before the event, the applicant must pay a \$100 administrative fee or has the option of changing the date. The administrative fee applies to all for profit and non-profit persons or organizations.

Kathy Feehery 1/23/2020
Individual/Authorized Signature for Group Date

Police Chief's Signature: [Signature] Date: 2/5/20
Requests and comments:

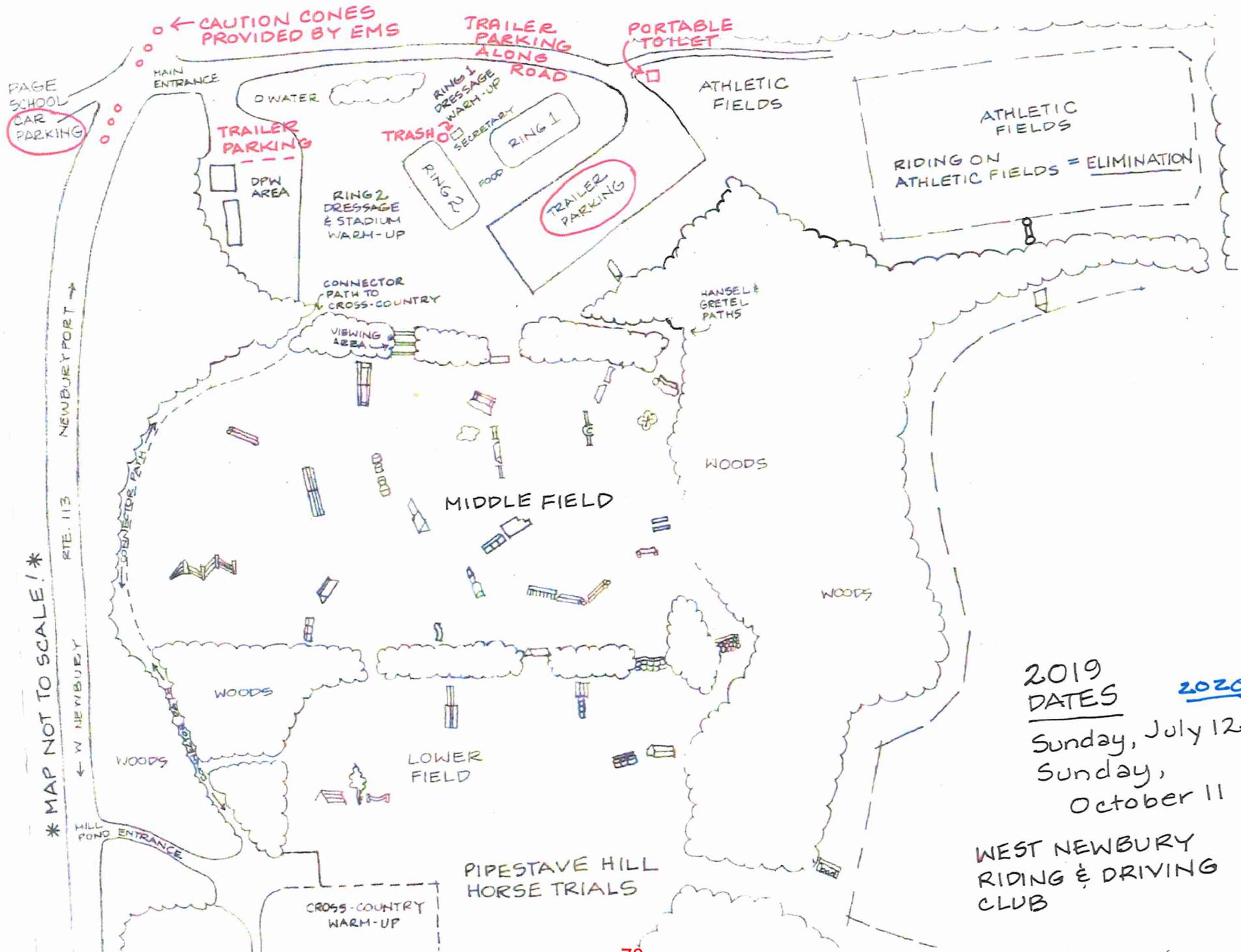
No Issues

Fire Chief's Signature: Approved - no requests - via email Date: 2-5-2020
Requests and comments:

If EMS details are needed email
FD a few weeks prior to the event schedule

Mill Pond - no issues 2/4/20 see attached
Approval granted if signed here by Board of Selectmen: Date: _____

Requests and comments:



2019 DATES 2020

Sunday, July 12
 Sunday, October 11

WEST NEWBURY RIDING & DRIVING CLUB

Residents Admin

From: Jack Foley [REDACTED]
Sent: Monday, August 24, 2020 6:24 PM
To: Residents Admin
Subject: Re: Park and Rec approval or comments needed

Hi Annie,

I take no objection and approve both requests from WN Riding and Driving Club to use Pipestave as described within the respective applications for 09/13/2020 and 10/11/2020.

Concurrent use of Pipestrave between WNRDC and WNYL was an Agenda item at a recent BOS meeting; down-scaled, concurrent use for 9/13/20 was approved by BOS. WNRDC and WNYL to work out some minor details pursuant to parking, foot traffic pattern to athletic fields, etc.

Currently, there are no requests with P&R for use the athletic fields at Pipestave on 10/11/20; Columbus Day weekend is typically a no-sports weekend.

I did have a related question. In a general sense, I'm curious about insurance requirements/coverage in the event there was an unfortunate interaction between a horse and a person while at Pipestave resulting in an injury. Safety during concurrent use was brought up by WNRDC during the BOS meeting.

Subsequently, and unrelated to the BOS meeting to review concurrent use, P&R had a posted Saturday, 8/22 meeting at Pipestave to review soccer and lacrosse goals storage location at the perimeter of the athletic fields and how the path around the perimeter of the athletic fields is used by equestrians. It was brought to my attention soccer or lacrosse goals could potentially spook a horse, potentially resulting in the horse moving sideways quickly.

I am in no way trying to cause an issue for any organized or individual equestrian use of Pipestave. I'm just trying to think about potential issues and concerns since Pipestave is used by various groups for various purposes.

Best,

Jack

On Mon, Aug 24, 2020 at 12:45 PM Residents Admin <residents.admin@wnewbury.org> wrote:

Hi Jack~

I had previously sent you the WN Riding and Driving Club's 9/13/2020 event for your approval or comments. I will also need Park and Rec's approval for the 10/11/2020 event. I have attached both applications.

Thank you.

~annie



Town of West Newbury
Office of
Inspectional Services
West Newbury, MA 01885
Phone: 978-363-1100 x122

TO: Town Manager
FROM: Sam Joslin, Building Commissioner
DATE: August 24, 2020
SUBJECT: Electrical Permit Fees

In preparation for the implementation of online payments for permits I am proposing a change to the way the electrical permit fees are calculated. Currently the payment is linked to the value of the main building permit's construction value and not the electrical permit or its values. This manual method of calculation causes an issue with the permitting system automatically calculating generating a fee. I would propose the following changes to the electrical permit fee schedule. Proposed fees are based on an average of the fees collected in the prior two calendar years based on construction values.

Current Fee Schedule

- Residential new const. or reno. - \$2/\$1000 Cost of total construction +\$10 fee
 - Last year's average new construction fee was \$610
- Commercial new const. or reno. - \$2.25/\$1000 Cost of total construction +\$10 fee
- Service, pool and septic - \$85
- Well, pump, burners, & water heaters - \$60
- Re-Inspection fee - \$60

Proposed Fee Schedule

- New Construction - \$550
- Addition or multi room renovation - \$210
- All other inspections - \$85

Commercial rates would stay the same and be calculated manually base on each project.

Respectfully,

Sam Joslin
Building Commissioner



Town of West Newbury
Office of
Inspectional Services
West Newbury, MA 01885
Phone: 978-363-1100 x122

TO: Town Manager, Board of Selectmen
FROM: Sam Joslin, Building Commissioner
DATE: August 31, 2020
SUBJECT: Permit Fees

I would ask the Board of Selectmen waive fees for any replacement of a permitted structure that was damaged by flood, fire or other catastrophe. This waiver would only include the value of the reconstruction. Fee(s) for expansion beyond what was existing would not be waived. I have asked for this waiver in Groveland and Newbury and it has been well received by the Towns and the citizens. This waiver would make little difference in the operation of the department and/or the Town and does not make a significant impact on a person or people in the community in a time of need.

Thank you for your consideration.

Respectfully,

Sam Joslin
Building Commissioner



Town of West Newbury

Town Office Building - 381 Main Street
West Newbury, Massachusetts 01985
Phone 978-363-1100 ext. 122

Grievance Procedure under The Americans with Disabilities Act

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the Town of West Newbury, MA. The Town of West Newbury's Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

Sam Joslin - ADA Coordinator/Building Commissioner
183 Main Street
West Newbury, MA 01834

Within 15 calendar days after receipt of the complaint, Sam Joslin or his designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, Sam Joslin or his designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the Town of West Newbury and offer options for substantive resolution of the complaint.

If the response by Sam Joslin or his designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the Town Manager or his/her designee.

Within 15 calendar days after receipt of the appeal, the Town Manager or his/her designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the Town Manager or his/her designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by Sam Joslin or his designee, appeals to the Town Manager or his/her designee, and responses from these two offices will be retained by the Town of West Newbury for at least three years.



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

TO: Angus Jennings, Town Manager
 FROM: Wayne S. Amaral, DPW Director
 DATE: September 2, 2020
 RE: MS4 Update – Year 2 Requirements

The Department of Public Works (DPW) with assistance from the Stormwater Workgroup and our stormwater consultant Horsley Witten Group is completing the Massachusetts MS4 Permit, Second Year Requirements and Permit as mandated by the United States Environment Protection Agency (EPA). All the required documents outlined in this mandate can be found on the DPW website.

The documents which are listed below were prepared and maintained with assistance from our stormwater consultant Horsley Witten Group and it has been estimated that at least 60 hours of town staff time has been dedicated to maintain the content of these documents. These documents include;

1. Stormwater Management Plan SWMP (5 total documents)
2. Illicit Discharge Detection and Elimination Plan (IDDE)
3. Construction Site Runoff Control (already created by town bylaw)
4. Catch Basin Cleaning Program
5. Street Sweeping Program
6. Winter Road Maintenance Program
7. Stormwater Infrastructure Maintenance Program

As we enter into Year 3 requirements, we will be working with the Stormwater Work Group and their respective boards and commission to review and established procedures and bylaws relating to the following;

1. Dry Weather Screening
2. Construction Stormwater Management Plan
3. Site Plan View Tracking
4. Site inspection and enforcement Procedures and Tracking
5. Post-Construction Stormwater Management Bylaw

DPW will also start dry weather screening at all outfalls with assistant from our consultant.

To summarize, we will continue to dedicate many hours of staff time on the above task with our main goal to have some bylaw revision for the Spring Annual Town Meeting.

cc:

Leah Zambernardi, Town Planner

Paul Savigny, Health Agent

Bert Comins, Conservation Agent



**TOWN OF WEST NEWBURY
381 MAIN STREET
WEST NEWBURY MA 01985**

August 12, 2020

West Newbury Planning Board
381 Main Street
West Newbury, MA 01985

Re: Request for Waivers of Site Plan Submittal Requirements - Site Plan Review Applications for Electric Vehicle Charging Stations at the Page School (694 Main Street) and the 1910 Building (381 Main Street)

Dear Planning Board Members:

Pursuant to the West Newbury Zoning Bylaw Section 8.B.5., please accept this letter as our formal written request for waivers of the Site Plan Submittal requirements for both projects noted above. The request includes waiving the submission of the following information: abutters information on the locus plan, signage, landscaping, traffic circulation, parking lot details (other than the charging stations), lighting, topography, natural features, drainage, wastewater disposal, and dimensions and architectural details of existing building(s) on the site. As you’re aware, the Zoning Bylaw Section 8.B.3.b. requires Site Plan Review for new construction, additions, reconstruction, new use or change of use for “Public, municipal, and municipal recreational uses”. The projects are both located on municipally owned properties: the Page School site is used for educational, recreational and conservation purposes; the 1910 Building site serves as the location of the Town’s Administrative Offices. Further, both sites receive protections under the Dover Amendment¹. For these reasons we respectfully request that you grant our waiver request and allow for a limited Site Plan Review for both sites.

Please let us know if you require any additional information.

Respectfully submitted,

Arthur Wallace
Energy Advisory Committee

Cc: Town Clerk

¹ See Massachusetts General Law Chapter 40A, Section 3 which states in part, “No zoning ordinance or by-law shall regulate or restrict...the use of land or structures for religious purposes or for educational purposes on land owned or leased by the commonwealth or any of its agencies, subdivisions or bodies politic or by a religious sect or denomination, or by a nonprofit educational corporation; provided, however, that such land or structures may be subject to reasonable regulations concerning the bulk and height of structures and determining yard sizes, lot area, setbacks, open space, parking and building coverage requirements.”



**TOWN OF WEST NEWBURY
381 MAIN STREET
WEST NEWBURY MA 01985**

August 12, 2020

West Newbury Planning Board
381 Main Street
West Newbury, MA 01985

Re: Site Plan Review Applications for Electric Vehicle Charging Stations at the Page School (694 Main Street) and the 1910 Building (381 Main Street)

Dear Planning Board Members:

Enclosed please find two applications for Site Plan Approval. Both applications involve the installation of two (2) ChargePoint Model CT4021 electric vehicle charging stations each at the Page School and 1910 Building. These Level 2 stations will enable charging of up to four electric vehicles at one time at each location. Each application includes the following information.

1. Site Plan Review Application
2. Request for Waivers pursuant to Zoning Bylaw Section 8.B.5.
3. Locus Plan showing the project site.
4. Site Plan showing details of the installations.
5. Charging Station Specifications
6. EV Charging Proposal
7. Record Deed
8. Record Plan

We understand that this matter will be scheduled for a public hearing on Wednesday, September 2, 2020. Please let us know if you require any additional information.

Respectfully submitted,

Arthur Wallace
Energy Advisory Committee

Cc: Town Clerk

**TOWN OF WEST NEWBURY PLANNING BOARD
APPLICATION FOR SPECIAL PERMIT and/or SITE PLAN REVIEW**

Application for: Special Permit Site Plan Review Both

(Adopted December 21, 2011)

Please type or print clearly.

1. Applicant: Town of West Newbury Energy Advisory Committee c/o Rick Parker and Chip Wallace

Applicant's Address: 381 Main Street, West Newbury, MA 01985

Telephone Number: 978-363-1100

2. Owners of the Land: Town of West Newbury

Address: 381 Main Street, West Newbury, MA 01985

Telephone Number: 978-363-1100

Number of years of Ownership: 48

3. Year Lot was Created: 1909

4. Description of Proposed Project, including applicable section(s) of the Zoning Bylaw: Request for a limited Site Plan Review Approval pursuant to West Newbury Zoning Bylaw Section 8.B.3.b. for the installation of two (2) ChargePoint Model CT4021 Electric Vehicle Charging Stations in the parking lot at the Page School, 694 Main Street.

5. Description of Premises: 129.11 acres of land at 694 Main Street consisting of the Page Elementary School and its associated improvements, a large scale solar array, and the Riverbend Conservation Area

6. Address of Property Affected: 694 Main Street

Zoning District: Res C, Res B, LGSPI Overlay District, Floodplain Overlay District

Assessors: Map: R23 Lot #: 23

Registry of Deeds: Book: 5874 Page: 216

Plan Book and Plan Number: Plan Book 387, Plan 3; Plan Book 44, Plan 27

7. Existing Lot:

Lot Area (sq. ft.): 5,624,032 s.f. (129.11 acres)

Street Frontage: 1,638' (approx.)

Front Setback: 300' (approx.)

Building Height: 40'+

Side Setbacks: 334' right (approx.),

1,466' left (approx.)

Rear Setback: 1,885' (approx.)

Floor Area Ratio: N/A

Lot Coverage: N/A

8. Proposed Lot (if applicable): N/A

Lot Area (sq. ft.) _____
Street Frontage _____
Front Setback _____
Floor Area Ratio _____

Building Height: _____
Side Setbacks: _____
Rear Setback: _____
Lot Coverage: _____

9. Required Lot (as required by Zoning Bylaw): See Zoning Section 6 for Res A & Res B reqts.

Lot Area (sq. ft.) _____
Street Frontage _____
Front Setback _____
Floor Area Ratio _____

Building Height: _____
Side Setbacks: _____
Rear Setback: _____
Lot Coverage: _____

10. Existing Building (if applicable):

Ground Floor (sq.ft.): 29,458 s.f
Total sq. ft.: 119,806 g.f.a.
Use: Municipal, Educational, Recreation,
Conservation

of Floors: 5
Height: 40' +
Type of Construction: Masonry

11. Proposed Building: N/A

Ground Floor (sq.ft.) _____
Total sq. ft. _____
Use: _____

of Floors _____
Height _____
Type of Construction _____

12. Has there been a previous application for a Special Permit or Site Plan Review from the Planning Board on these premises? YES If so, when, what type of construction, and the action made?

Site Plan Approval granted on May 5, 2015 by Planning Board for a large-scale, ground-mounted, solar photovoltaic installation

13. Applicant and Landowner signature(s):

Every Application for a Special Permit/Site Plan Review shall be made on this form which is the official form of the Planning Board. Every Application shall be filed with the Town Clerk's Office. It shall be the responsibility of the Applicant to furnish all supporting documentation with this application. The dated copy of this Application received by the Town Clerk or Planning Office does not absolve the Applicant from this responsibility. The Applicant shall be responsible for all expenses for filing and legal notification. Failure to comply with application requirements, as cited herein and in the Planning Board Regulations, may result in a dismissal by the Planning Board of this Application as incomplete.

Applicant's Signature: 

Print or type name here:
Arthur Wallace

Date: 8/11/2020

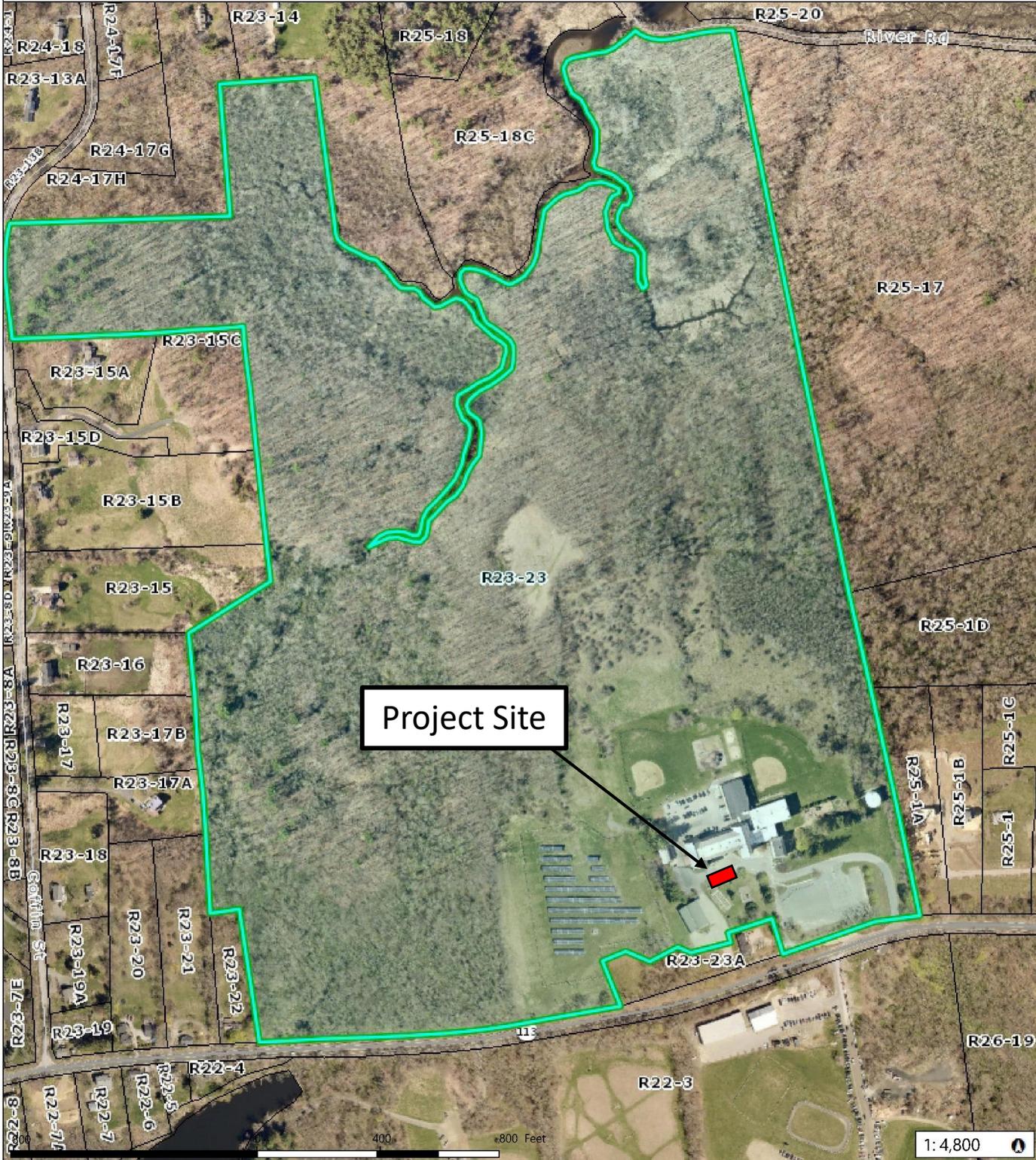
Owner's Signature:

Print or type name here:

Date: _____

Page School EVC Project

08/10/2020



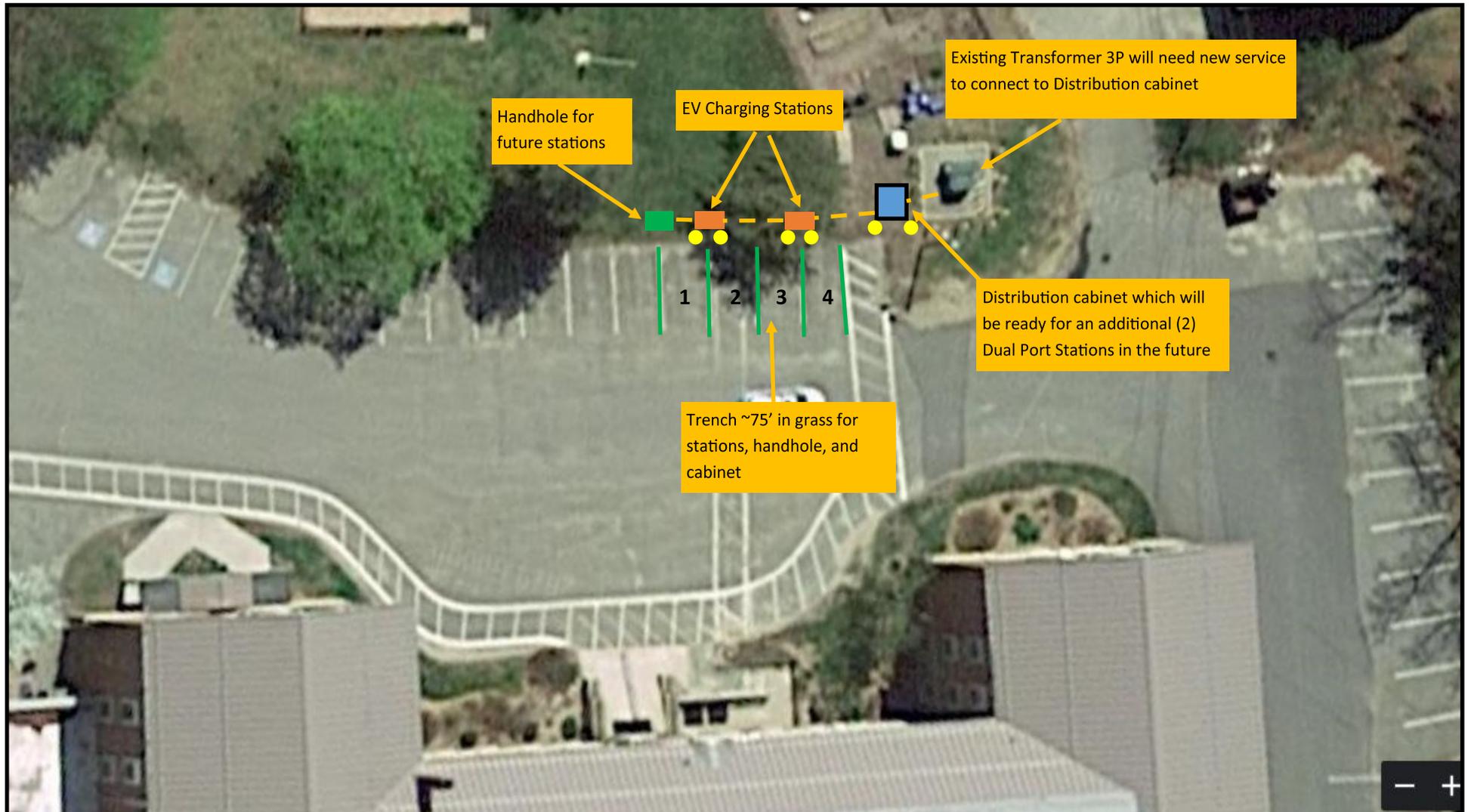
Data Sources: Produced by Merrimack Valley Planning Commission (MVPC) using data provided by the Town of West Newbury & MassIT/MassGIS. MVPC AND THE TOWN OF WEST NEWBURY MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE ACCURACY, COMPLETENESS, RELIABILITY, OR SUITABILITY OF THESE DATA. THE TOWN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



Legend

- Parcels
- Roads
 - Interstate
 - Major Road
 - Local Road
- Page School Site

Site Drawing 12/17/19:
John C. Page School
West Newbury, MA





EV Charging Proposal

Date 12/24/2019
 Project Name John C. Page School
 Project Address 694
 Street Main St
 City West Newbury
 State MA
 Zip Code 01985
 Utility Pole #
 Utility Meter #
 Acct #
 EJZ No

Project Detail

Install new Nema 3R, Outdoor Distribution panel and cabinet floor mount with meter trough. Install conduit and wire to Existing Transformer onsite. Trench approx 75' through grass to Parking area. Run ~75' of conduit and wire to Handhole, then to newly installed stations. Install (QTY 2) 2' diameter pads for EV Stations with (QTY 4) Safety Bollards. Install and power up stations connecting them for immediate use. All work done by licensed and insured Horizon Labor and sub contractors, Both Trench and Electrical permits included.

Line Item:	Description	Price
1	Site Work Total	\$ 15,843
	Site Work:Trench, Place pad/bases/bollard, reseed, back fill, etc.	\$ 10,714
	Site Material: Concrete, Seed, Bollards, Pads, Bases, etc.	\$ 5,129
2	Electrical Total	\$ 14,880
	Electrical Labor: Master Electrician and Apprentice	\$ 7,671
	Electrical Material: Distribution Cabinet, Conduit, Wire, Breakers, Permit, etc	\$ 7,208
3	Engineering/Project Management	\$ 1,143
4	Qty 2 ChargePoint CT4021-GW1 2 Port Bollard Style Charger Gateway , With Cord Mgmt	\$ 14,420
5	5 Year Cloud for 4 Ports	\$ 4,419
7	2 year Assure Warranty for 2 stations	\$ 2,820
	Project Total	\$ 53,524
	NGRID Incentive for installation @100%	\$ (31,865)
	NGRID Incentive for EV Stations @ 75%	\$ (10,815)
	ve Cloud Services @ \$200/year per port (total of 5 years)	\$ (4,000)
	NGRID Incentive Maintenance Plan	N/A
	Sub Total after incentives granted	\$ 6,844
	Estimated Tax	EXEMPT
	Customer Overall Project Total*	\$ 6,844

**Please Note: Pricing is considered Preliminary until Utility Review and approval*

Notes:

Project has been priced using prevailing labor.
 Project labor is based on normal working hours (0800-1600, M-F).

Customer

Contact Richard Parker
 Title West Newbury Selectman
 Phone [REDACTED]
 Email rparker@wnewbury.org

Horizon Solutions

Contact Tony Parente Bruce Shaffer
 Phone [REDACTED] [REDACTED]
 Email [REDACTED] [REDACTED]

*The information and supporting documentation in this proposal is considered **CONFIDENTIAL** . Only with the written permission from Horizon Solutions can it be legally be shared with entities other than our Potential Customer and our Utility Partners.*

CT4000 Family

ChargePoint® Level 2 Commercial Charging Stations

The CT4000 family is the latest generation of ChargePoint commercial charging stations. Refined yet rugged, these stations set the industry standard for functionality and aesthetics.

The CT4000 full motion color LCD display instructs drivers and supports dynamic updates of custom branded videos and advertisements.

Intelligent power management options double the number of parking spaces served by allowing two charging ports to share a single circuit. Sites with single port EV stations can upgrade to dual port stations without requiring additional electrical services.

The CT4000 is the first ENERGY STAR® certified EV charger because it charges efficiently and conserves power when not charging. As an ENERGY STAR certified EV charger, the CT4000 uses significantly less energy than a standard EV charger when in standby mode to help you save money on your utility bill.

All CT4000 models offer one or two standard SAE J1772™ Level 2 charging ports with locking holsters, each port supplying up to 7.2kW. With this standard connector, ChargePoint level 2 stations can charge any EV.

Stations are available in bollard and wall mount configurations for easy installation anywhere. All stations are fully software upgradeable remotely over the air.

Stations come in both 6' and 8' tall models with 18' and 23' cords, respectively. With multiple options for size and cord reach, your station can service up to four parking spaces, reach all car models regardless of parking style or car sizes and increase the usability of your EV spots.

Driver Friendly User Interface

- + Instructional video shows how to use the station
- + Multi-language: English, French, Spanish
- + Touch button interface; works in rain, ice and with gloves
- + Backed by ChargePoint's world class 24/7 driver phone support

Easily Communicate with Your Drivers

Whether you're a retail establishment wanting to advertise your latest product, a workplace looking to communicate with employees or a municipality wanting to welcome visitors, ChargePoint's prominent LCD screen makes it easy to reach EV drivers:

- + Daylight readable, with auto brightness control
- + 640 X 480 resolution active matrix
- + Full motion 30fps video support
- + Upload up to 60 seconds of high quality video on a color LCD screen to individual stations as often as desired
- + Brand your charging stations to communicate with drivers
- + Instructional video in English, Spanish or French



The First
ENERGY STAR®
Certified EV Charger

Service Products and Support

ChargePoint offers world-class service products and support that help ensure quality of work, save time and money, protect your investment and enhance the productivity of your charging stations. From site planning to installation and setup, to ongoing care and management, when you choose ChargePoint, you're covered.

- + **ChargePoint Configuration and Activation:** customized setup and activation of your stations
- + **ChargePoint Assure:** the most comprehensive EV Station maintenance and management in the industry

Energy Measurement and Management

- + Real-time energy measurement
- + 15 minute interval recording
- + Time of Day (TOD) pricing
- + Load shed by percentage of running average or to fixed power output

Minimize Costs with Flexible Power Management Options

In the vast majority of applications, a full power configuration is the best choice for both station owners and drivers. However, when drivers are parked for a longer time, an intelligent, lower power output can save station owners considerable installation cost while still providing drivers a great charging experience. With flexible power options, station owners can meet the needs of drivers while lowering costs:

Power Select (Patent Pending)

- + Allows for a lower capacity (less than 40A) circuit to power each port
- + Cuts installation costs by reducing the cost or even avoiding the need to upgrade panels or transformers

Power Sharing

- + Dynamically share one 40A, 30A or 20A circuit between two parking spaces
- + Doubles the number of parking spots served while reducing installation and operating costs
- + Allows station owners to upgrade a single port station to dual port to serve more drivers with no electrical upgrade

Clean Cord Technology

- + Keep charging cords off the ground
- + Standard on all models
- + Ultra-reliable second-generation gravity operated mechanism
- + Flexible over entire -40°F to +122°F product temperature range

Safe, Reliable, Energy Efficient Hardware

- + UL listed, meeting the stringent requirements of the nation's leading safety standards organization
- + Stations are rugged, built to withstand the elements
- + Safe, Reliable and Energy Efficient
- + ENERGY STAR certified, charges efficiently and conserves power when not charging

When Charging is Mission Critical, Protect Your Investment with ChargePoint Assure

- + **Minimize downtime:** ChargePoint Assure provides the most comprehensive EV Station maintenance and management in the industry
- + **Get up and running quickly and flawlessly:** Professional guidance for station configuration saves you time, and unlimited changes to station policies flexibly supports your business
- + **Eliminate unexpected future expenses:** Cost for parts and on-site labor to install is covered for all Assure eligible repairs
- + **One less thing to worry about:** Proactive station monitoring provides you with regular reporting
- + **Reduced risk of downtime:** We guarantee 98% annual uptime and one business day response to requests
- + **Support when you need it:** We're there for you *and* your drivers. Phone support available for station owners Monday to Friday from 5 AM to 6 PM Pacific. Phone support for drivers is 24/7/365, so you never need to field a driver call

Ultra-reliable second-generation gravity operated mechanism.

18' and 23' cords to reach all car models and serve more parking spaces.

World-class 24/7 driver phone support.

Instructional video shows how to use the station. Multi-language charging instructions, giving drivers the choice of English, French or Spanish.

Driver interaction is supported in any weather by five rugged, back-lit buttons with audio feedback.

Strong and rugged design materials built to withstand the elements.

CT4000 stations come with 18' or 23' cords to increase the usability of your charging spots, on 6' and 8' tall models respectively.

CT4021

Dual-port bollard charging station with 18' charging cables. Standard *EV Charging Only* sign without optional custom branding.



Promote Your Brand and Business

Having your stations installed in a visible location makes a bold statement about your business' commitment to sustainability and shows that you care about your customers. ChargePoint CT4000 stations are built for customization so you can conveniently promote your brand as well. With custom signage and video you can:

- + Increase brand recognition
- + Attract EV drivers by making sure your stations are highly visible
- + Ensure EV charging installations are consistent with the look and feel of your brand
- + Differentiate your stations from standard ChargePoint stations to make them easily identifiable by your driver base



Branded CT4021
Shown with optional
branding on bollard.
18' cords on 6' model.

Easily customizable branding area.
All stations come with *EV Charging Only* sign, which can be replaced with your custom signage.

5.7" color LCD display for customizable video content.

Upload up to 60 seconds of high quality video to individual stations as often as desired.

Daylight readable with auto brightness control.

OPTIONAL:
Additional customizable branding areas.

All stations have standard extrusions to hold your custom signage.

Artwork templates and material specifications are conveniently downloadable from chargepoint.com



Branded CT4025
Shown with optional
branding on back.
23' cords on 8' model.

Bollard Charging Stations

CT4011



CT4021



CT4025



Wall Mount Charging Stations

CT4013



CT4023



CT4027



Contact Us

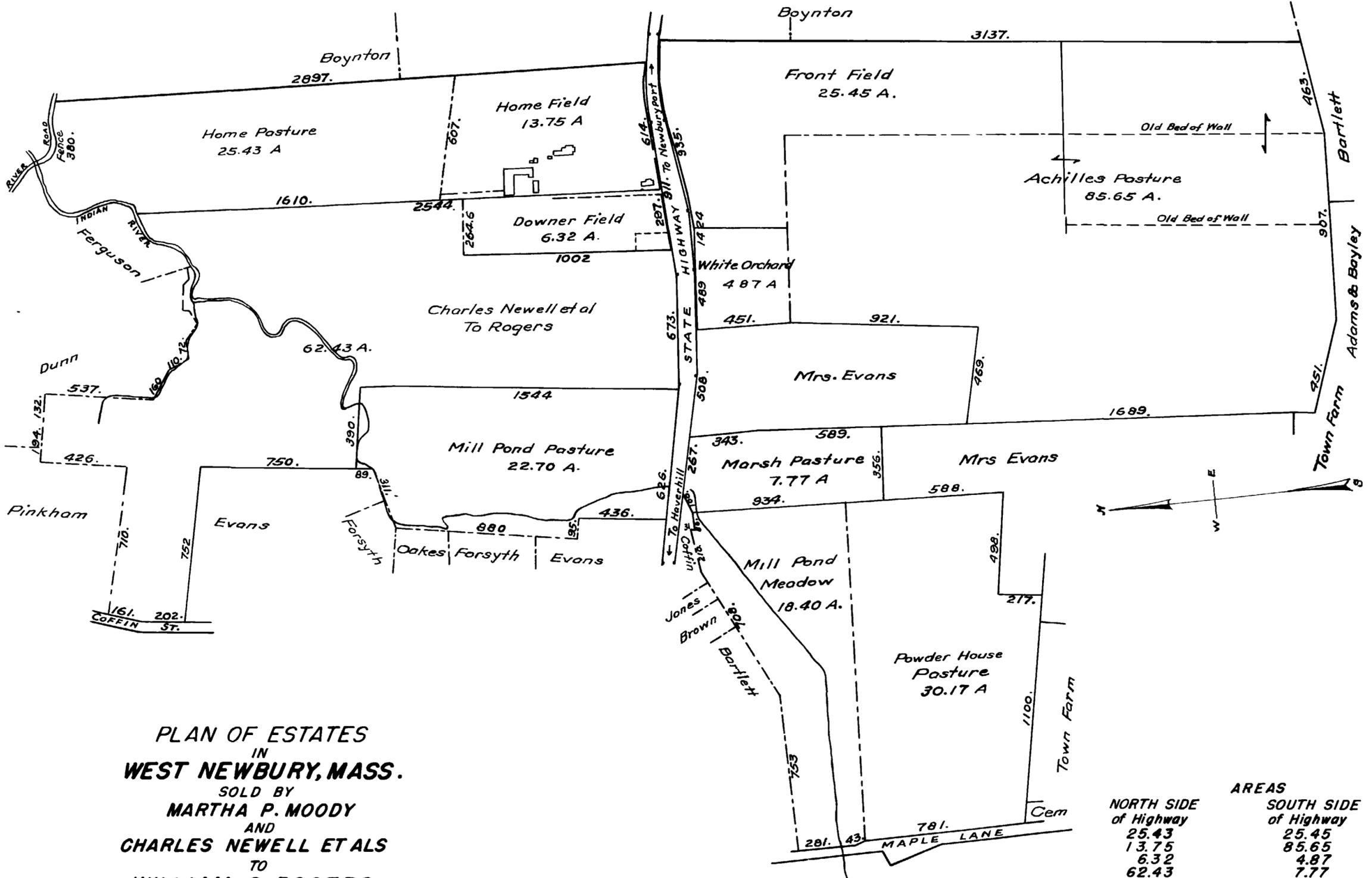
-  Visit [chargepoint.com](https://www.chargepoint.com)
-  Call +1.408.705.1992
-  Email sales@chargepoint.com



ChargePoint, Inc.
240 East Hacienda Avenue
Campbell, CA 95008-6617 USA

+1.408.841.4500 or
+1.877.370.3802 US and Canada toll-free
[chargepoint.com](https://www.chargepoint.com)

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**PLAN OF ESTATES
IN
WEST NEWBURY, MASS.
SOLD BY
MARTHA P. MOODY
AND
CHARLES NEWELL ETALS
TO
WILLIAM S. ROGERS.**

SCALE 200 FEET = 1 INCH
MARCH 1909
JOHN T. DESMOND, CIVIL ENGINEER & SURVEYOR.
HAVERHILL, MASS.

Book of Plans 44, Plan No. 27
Salem Sept. 25, 1925 Rec. & Ent.
in Essex Reg. Deeds So. Dist. With
deed Anderson A. Owen to Trs. of
the House of the Angel Gdn.
Rec. B. 2655 P. 323
Attest: Walter T. Wilson, asst. Reg.

This plan has been reduced. For
correct scaling see original on file.

AREAS	
NORTH SIDE of Highway	SOUTH SIDE of Highway
25.43	25.45
13.75	85.65
6.32	4.87
62.43	7.77
22.70	18.40
	30.17
<hr/>	<hr/>
130.63	172.31
Total Area 302 — Acres	
Fences shown thus ————	
Walls " " ————	
State Highway Granite Bounds shown thus =	



See
B.11050
P 258

BK 5874 PG 216

Cardinal Cushing Academy, Inc.,

a corporation duly established under the laws of the Commonwealth of Massachusetts, and having its usual place of business at West Newbury, Essex County, Massachusetts,

of ~~Essex~~ ~~Massachusetts~~, in consideration of

-----Seven Hundred Fifty Thousand Dollars (\$750,000.00)-----

grants to The Inhabitants of the Town of West Newbury, a municipal corporation in said Essex County,

with quitclaim covenants

~~the same~~ Two certain parcels of land in West Newbury in the County of Essex and said Commonwealth, with the buildings thereon, bounded and described as follows:

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed.

FIRST PARCEL: Beginning at the southeasterly corner thereof on the northerly side of the State Highway from Newburyport to Haverhill formerly known as the Bradford Road at land now or formerly of Boynton; thence running NORTHERLY Two Thousand Eight Hundred Ninety-seven (2,897) feet to the River Road, so called; thence NORTHWESTERLY by said River Road Three Hundred Eighty (380) feet to the middle of Indian River and land now or formerly of Ferguson; thence SOUTHWESTERLY by the middle line of said River and said last mentioned land to land now or formerly of Patrick Dunn; thence WESTERLY and NORTHWESTERLY by said last mentioned land by several courses the last three of which are as follows: Seventy-two (72) feet, One Hundred Ten (110) feet, and One Hundred Sixty (160) feet respectively; thence NORTHERLY by said last mentioned land Five Hundred Thirty-seven (537) feet; thence WESTERLY by said last mentioned land One Hundred Thirty-two (132) feet and by said last mentioned land and land now or formerly of Pinkham One Hundred Ninety-four (194) feet; thence SOUTHERLY by said last mentioned land Four Hundred Twenty-six (426) feet; thence WESTERLY by said last mentioned land Seven Hundred Ten (710) feet to Coffin Street; thence SOUTHERLY by said Coffin Street One Hundred Sixty-one (161) feet and Two Hundred Two (202) feet; thence EASTERLY by land now or formerly of Evans Seven Hundred Fifty-two (752) feet; thence SOUTHERLY by said last mentioned land Seven Hundred Fifty (750) feet and Eighty-nine (89) feet; thence SOUTHWESTERLY by said last mentioned land and by land now or formerly of Forsyth Three Hundred Eleven (311) feet to land now or formerly of Oakes; thence SOUTHERLY by said last mentioned land and by other land now or formerly of Forsyth and other land now or formerly of Evans Eight Hundred Eighty (880) feet; thence EASTERLY by said land now or formerly of Evans Ninety-five (95) feet; thence SOUTHERLY by said last mentioned land Four Hundred Thirty-six (436) feet to said State Highway; thence EASTERLY by said Highway Six Hundred Twenty-six (626) feet, Six Hundred Seventy-three (673) feet, Two Hundred Ninety-seven (297) feet and Six Hundred Fourteen (614) feet to the point of beginning.

Containing One Hundred Thirty and 63/100 (130.63) acres, be any and all of said measurements more or less.

The premises are hereby conveyed subject to the rights of the Commonwealth of Massachusetts to maintain certain posts in connection with the maintenance of said State Highway and to enter the premises for the purpose of repairing the same as set forth in an instrument dated July 18, 1903, recorded with Essex South District Deeds, Book 1713, Page 127 so far as now in force and applicable.

SECOND PARCEL: Beginning at the northeasterly corner of the premises on the south side of said State Highway nearly opposite the Southeasterly corner of the first parcel above described at land now or formerly of Boynton; thence running SOUTHERLY by said last mentioned land Three Thousand One Hundred Thirty-seven (3,137) feet to land now or formerly of Bartlett; thence WESTERLY by said last mentioned land, by land now or formerly of Adams and Bayley and by the Town Farm Four Hundred Sixty-three (463) feet, Nine Hundred Seven (907) feet and Four Hundred Fifty-one (451) feet; thence NORTHERLY by said last mentioned land Sixty-six (66) feet; thence SOUTHWESTERLY by said last mentioned land Four Hundred Sixty-eight feet; thence NORTHERLY by land now or formerly of William Hills One Thousand Three Hundred Ninety-seven (1,397) feet; thence WESTERLY

by said last mentioned land and by the Town Farm and Cemetery One Hundred Fifteen (115) feet and Eleven Hundred (1,100) feet to Maple Lane; thence NORTHERLY by said Maple Lane Seven Hundred Eighty-one (781) feet, Forty-three (43) feet, and Two Hundred Eighty-one (281) feet to land now or formerly of Bartlett; thence EASTERLY by said last mentioned land Seven Hundred Fifty-three (753) feet; thence NORTHEASTERLY by said last mentioned land and by land now or formerly of Brown, land now or formerly of Jones or Jackson and land now or formerly of Coffin Seven Hundred Eight (708) feet; thence more EASTERLY by said last mentioned land Two Hundred Ten (210) feet; thence SOUTHWESTERLY by said last mentioned land Thirty-one (31) feet; thence NORTHEASTERLY by said last mentioned land Eighty-six (86) feet and One Hundred (100) feet to said State Highway; thence EASTERLY by said Highway Two Hundred Sixty-seven (267) feet, Five Hundred Eight (508) feet, Four Hundred Eighty-nine (489) feet and Nine Hundred Thirty-five (935) feet to the point of beginning.

Containing Two Hundred Thirteen and 13/100 (213.13) acres, be any and all of said measurements or contents more or less.

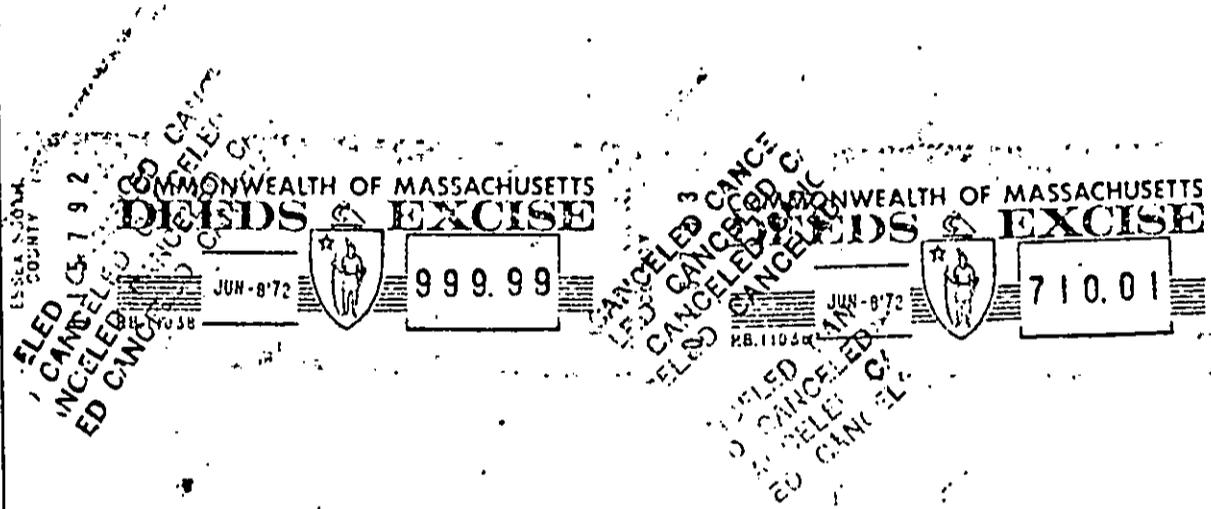
The premises are hereby conveyed with the benefit of the right of way to Indian Hill Road and the right of way over the land of said Coffin to said State Highway.

The premises are hereby conveyed subject to the rights contained in a deed from Horace Moody to the People's Street Railway Company dated November 11, 1897, recorded with said Deeds, Book 1532, Page 502, so far as now in force and applicable. AND subject also to a taking by the Commonwealth of Massachusetts through its Department of Public Works for the widening of Main Street, West Newbury, dated September 6, 1932, recorded in said Deeds, Book 2930, Page 51.

Subject also to a grant of easement to said Commonwealth of Massachusetts for the construction of a drain and head wall on the northerly side of Main Street in West Newbury dated July 17, 1943, recorded in said Deeds, Book 3343, Page 163.

All of the foregoing premises are shown on two plans made by John T. Desmond, Civil Engineer and Surveyor, Haverhill, Mass. the first plan being dated March 1909 and being a Plan of Estates in West Newbury, Massachusetts, sold by Martha P. Moody and Charles Newell et als to William S. Rogers; the other plan being dated November 1912, and being a Plan of Estate of Joseph Hall, West Newbury, Massachusetts and further entitled Property of William S. Rogers, said Plans being recorded in said Deeds, Book 2655, Page 323.

Being the same premises conveyed to the grantor by Roman Catholic Archbishop of Boston, a Corporation Sole, by deed dated July 1, 1970 and recorded in the South District of Essex Registry of Deeds, Book 5695, Page 320.



In witness whereof the said Cardinal Cushing Academy, Inc.

has caused its ^{COMMON} seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Rev. James J. Harrington, its President, and ~~its~~ Donald Langlais, ~~its~~ its Treasurer hereto duly authorized, this 8th ~~in the year one thousand nine hundred and seventy-two~~ day of June, in the year one thousand nine hundred seventy-two.
Signed and sealed in presence of

Max Goldstein

CARDINAL CUSHING ACADEMY, INC.
by Rev. James J. Harrington
its President
and by Donald N. Langlais
its Treasurer

The Commonwealth of Massachusetts

Essex,

ss.

June 8, 1972

Then personally appeared the above named Rev. James J. Harrington, President, and Donald Langlais, Treasurer,

and acknowledged the foregoing instrument to be the free act and deed of the Cardinal Cushing Academy, Inc.,

before me

Max Goldstein
Max Goldstein,
Notary Public

My commission expires January 26, 1979

Essex ss. Recorded June 8, 1972. 20 m. past 10 A.M. #66

**TOWN OF WEST NEWBURY PLANNING BOARD
APPLICATION FOR SPECIAL PERMIT and/or SITE PLAN REVIEW**

Application for: Special Permit Site Plan Review Both

(Adopted December 21, 2011)

Please type or print clearly.

1. Applicant: Town of West Newbury Energy Advisory Committee c/o Rick Parker and Chip Wallace

Applicant's Address: 381 Main Street, West Newbury, MA 01985

Telephone Number: 978-363-1100

2. Owners of the Land: Town of West Newbury

Address: 381 Main Street, West Newbury, MA 01985

Telephone Number: 978-363-1100

Number of years of Ownership: 111

3. Year Lot was Created: Pre-1909

4. Description of Proposed Project, including applicable section(s) of the Zoning Bylaw: Request for Limited Site Plan Review Approval pursuant to West Newbury Zoning Bylaw Section 8.B.3.b. for the installation of two (2) ChargePoint Model CT4021 Electric Vehicle Charging Stations in the parking lot at the West Newbury Town Offices, 1910 Building, 381 Main Street, West Newbury, MA.

5. Description of Premises: 1.41 acres of land at 381 Main Street containing the Town Office Building and its associated site improvements.

6. Address of Property Affected: 381 Main Street

Zoning District: Res C

Assessors: Map: R14 Lot #: 6

Registry of Deeds: Book: 1982 Page: 289

Plan Book and Plan Number: Plan Book 266, Page 14; Plan Book 86, Page 95

7. Existing Lot:

Lot Area (sq. ft.): 61,420 s.f.

Street Frontage: 326.73' F

Front Setback: 81' (approx.)

Building Height: 30' +

Side Setbacks: 104' right (approx.); 102' left (approx.)

Rear Setback: 0'

Floor Area Ratio: N/A

Lot Coverage: N/A

8. Proposed Lot (if applicable): N/A

Lot Area (sq. ft.) _____
Street Frontage _____
Front Setback _____
Floor Area Ratio _____

Building Height: _____
Side Setbacks _____
Rear Setback _____
Lot Coverage _____

9. Required Lot (as required by Zoning Bylaw): See Section 6.A of Zoning Bylaw for Res C reqts.

Lot Area (sq. ft.) _____
Street Frontage _____
Front Setback _____
Floor Area Ratio _____

Building Height _____
Side Setbacks _____
Rear Setback _____
Lot Coverage _____

10. Existing Building (if applicable): Ground

Floor (sq.ft.): 7,300 s.f. (approx.)
Total sq. ft.: 19, 239 s.f. (approx.)
Use: Municipal

of Floors: 3
Height: 30' +
Type of Construction: Wood

11. Proposed Building: N/A

Ground Floor (sq.ft.) _____
Total sq. ft. _____
Use: _____

of Floors _____
Height _____
Type of Construction _____

12. Has there been a previous application for a Special Permit or Site Plan Review from the Planning Board on these premises? Unknown If so, when, what type of construction, and the action made?

13. Applicant and Landowner signature(s):

Every Application for a Special Permit/Site Plan Review shall be made on this form which is the official form of the Planning Board. Every Application shall be filed with the Town Clerk's Office. It shall be the responsibility of the Applicant to furnish all supporting documentation with this application. The dated copy of this Application received by the Town Clerk or Planning Office does not absolve the Applicant from this responsibility. The Applicant shall be responsible for all expenses for filing and legal notification. Failure to comply with application requirements, as cited herein and in the Planning Board Regulations, may result in a dismissal by the Planning Board of this Application as incomplete.

Applicant's Signature: 

Print or type name here: Arthur Wallace

Date: 8/11/2020

Owner's Signature:

Print or type name here:

Date: _____

1910 Building EVC Project

08/10/2020



Project Site

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



<input type="checkbox"/> Parcels	— Roads	— Interstate	— Major Road	— Local Road
<input checked="" type="checkbox"/> 1910 Building Site				

Site Drawing 12/17/19: PLAN B

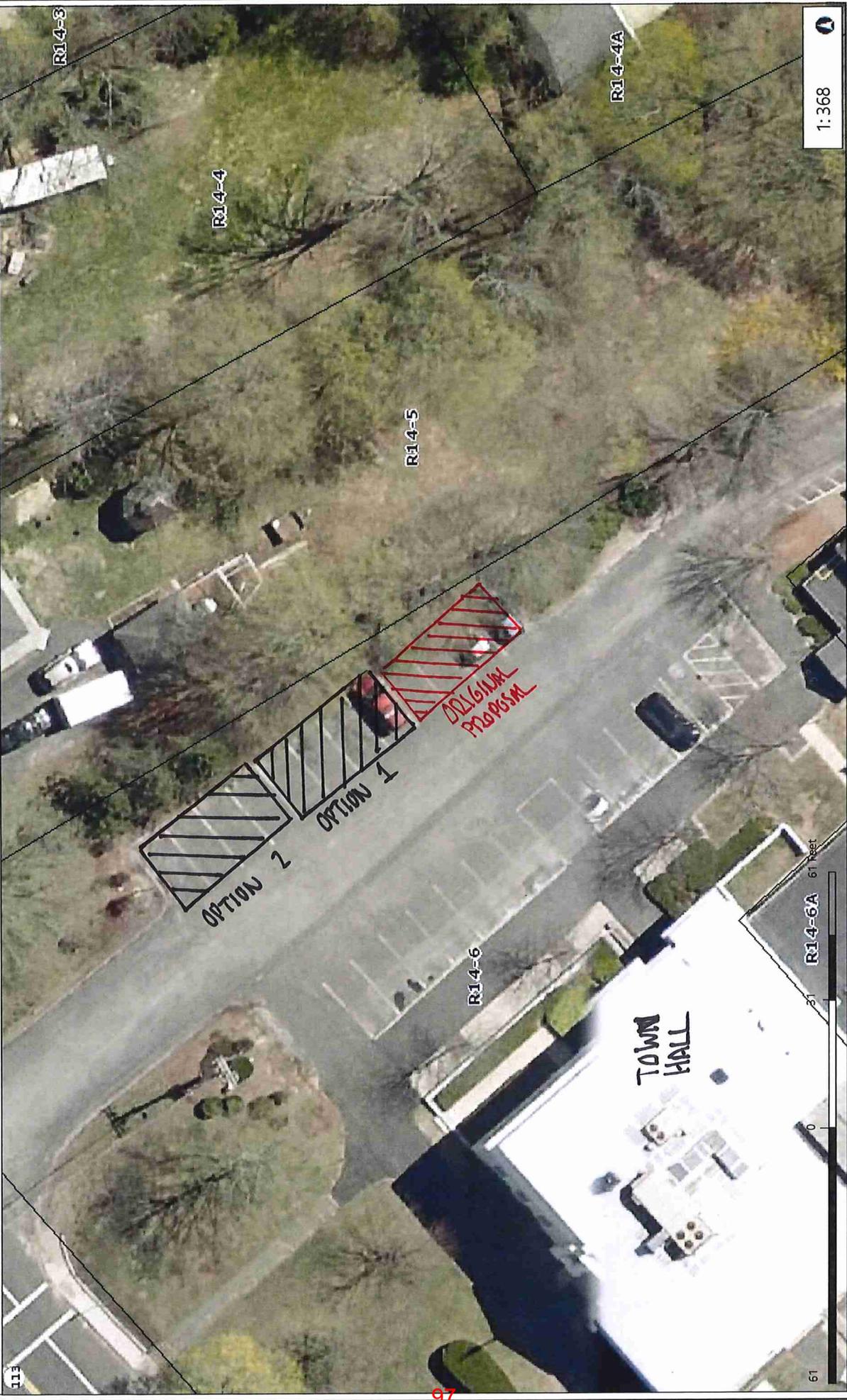
Town Clerk Office

West Newbury, MA



Town of West Newbury

8/5/2020



1:368



TOWN OFFICES - EV CHARGING STATION LOCATIONS

Legend

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

Data Sources: Produced by Merrimack Valley Planning Commission (MVPC) using data provided by the Town of West Newbury & 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.



EV Charging Proposal

Date 12/17/2019
 Project Name Town Clerk EV Charging Stations
 Project Address 381
 Street Main St
 City West Newbury
 State MA
 Zip Code 01985
 Utility Pole #
 Utility Meter #
 Acct #

Project Detail

Install new Nema 3R, Outdoor Distribution panel and cabinet floor mount. Install conduit and wire to Existing Transformer onsite. Trench approx 55' through grass, sidewalk, and asphalt to Parking area. Run ~55' of conduit and wire to Handhole, then to newly installed statons. Install (QTY 2) 2' diameter pads for EV Stations with (QTY 4) Safety Bollards. Install and power up stations connecting them for immediate use. All work done by licensed and insured Horizon Labor and sub contractors, Both Trench and Electrical permits included.

Line Item:	Description	Price
1	Site Work Total	\$ 15,429
	Site Work:Trench, Place pad/bases/bollard, reeseed, back fill, etc.	\$ 10,357
	Site Material: Concrete, Seed, Bollards, Pads, Bases, etc.	\$ 5,071
2	Electrical Total	\$ 15,415
	Electrical Labor: Master Electrician and Apprentice	\$ 8,529
	Electrical Material: Distribution Cabinet, Conduit, Wire, Breakers, Permit, etc	\$ 6,887
3	Engineering/Project Management	\$ 1,143
4	Qty 2 ChargePoint CT4021-GW1 2 Port Bollard Style Charger Gateway , With Cord Mgmt	\$ 14,420
5	5 Year Cloud for 4 Ports	\$ 4,419
6	2 Year Assure Warranty for 2 Stations	\$ 2,820
Project Total		\$ 53,646
	NGRID Incentive for installation @100%	\$ (31,987)
	NGRID Incentive for EV Stations @ 75%	\$ (10,815)
	ntive Cloud Services @ \$200/year per port (5 years)	\$ (4,000)
	NGRID Incentive Maintenance Plan	N/A
	Sub Total after incentives granted	\$ 6,844
	Estimated Tax	EXEMPT
	Customer Overall Project Total*	\$ 6,844

**Please Note: Pricing is considered Preliminary until Utility Review and approval*

Notes:

Project has been priced using prevailing labor.
 Project labor is based on normal working hours (0800-1600, M-F).

Customer

Contact Richard Parker
 Title West Newbury Selectman
 Phone [REDACTED]
 Email rparker@wnewbury.org

Horizon Solutions

Contact Tony Parente Bruce Shaffer
 Phone [REDACTED] [REDACTED]

The information and supporting documentation in this proposal is considered CONFIDENTIAL . Only with the written permission from Horizon Solutions can it be legally be shared with entities other than our Potential Customer and our Utility Partners.

CT4000 Family

ChargePoint® Level 2 Commercial Charging Stations

The CT4000 family is the latest generation of ChargePoint commercial charging stations. Refined yet rugged, these stations set the industry standard for functionality and aesthetics.

The CT4000 full motion color LCD display instructs drivers and supports dynamic updates of custom branded videos and advertisements.

Intelligent power management options double the number of parking spaces served by allowing two charging ports to share a single circuit. Sites with single port EV stations can upgrade to dual port stations without requiring additional electrical services.

The CT4000 is the first ENERGY STAR® certified EV charger because it charges efficiently and conserves power when not charging. As an ENERGY STAR certified EV charger, the CT4000 uses significantly less energy than a standard EV charger when in standby mode to help you save money on your utility bill.

All CT4000 models offer one or two standard SAE J1772™ Level 2 charging ports with locking holsters, each port supplying up to 7.2kW. With this standard connector, ChargePoint level 2 stations can charge any EV.

Stations are available in bollard and wall mount configurations for easy installation anywhere. All stations are fully software upgradeable remotely over the air.

Stations come in both 6' and 8' tall models with 18' and 23' cords, respectively. With multiple options for size and cord reach, your station can service up to four parking spaces, reach all car models regardless of parking style or car sizes and increase the usability of your EV spots.

Driver Friendly User Interface

- + Instructional video shows how to use the station
- + Multi-language: English, French, Spanish
- + Touch button interface; works in rain, ice and with gloves
- + Backed by ChargePoint's world class 24/7 driver phone support

Easily Communicate with Your Drivers

Whether you're a retail establishment wanting to advertise your latest product, a workplace looking to communicate with employees or a municipality wanting to welcome visitors, ChargePoint's prominent LCD screen makes it easy to reach EV drivers:

- + Daylight readable, with auto brightness control
- + 640 X 480 resolution active matrix
- + Full motion 30fps video support
- + Upload up to 60 seconds of high quality video on a color LCD screen to individual stations as often as desired
- + Brand your charging stations to communicate with drivers
- + Instructional video in English, Spanish or French



The First
ENERGY STAR®
Certified EV Charger

Service Products and Support

ChargePoint offers world-class service products and support that help ensure quality of work, save time and money, protect your investment and enhance the productivity of your charging stations. From site planning to installation and setup, to ongoing care and management, when you choose ChargePoint, you're covered.

- + **ChargePoint Configuration and Activation:** customized setup and activation of your stations
- + **ChargePoint Assure:** the most comprehensive EV Station maintenance and management in the industry

Energy Measurement and Management

- + Real-time energy measurement
- + 15 minute interval recording
- + Time of Day (TOD) pricing
- + Load shed by percentage of running average or to fixed power output

Minimize Costs with Flexible Power Management Options

In the vast majority of applications, a full power configuration is the best choice for both station owners and drivers. However, when drivers are parked for a longer time, an intelligent, lower power output can save station owners considerable installation cost while still providing drivers a great charging experience. With flexible power options, station owners can meet the needs of drivers while lowering costs:

Power Select (Patent Pending)

- + Allows for a lower capacity (less than 40A) circuit to power each port
- + Cuts installation costs by reducing the cost or even avoiding the need to upgrade panels or transformers

Power Sharing

- + Dynamically share one 40A, 30A or 20A circuit between two parking spaces
- + Doubles the number of parking spots served while reducing installation and operating costs
- + Allows station owners to upgrade a single port station to dual port to serve more drivers with no electrical upgrade

Clean Cord Technology

- + Keep charging cords off the ground
- + Standard on all models
- + Ultra-reliable second-generation gravity operated mechanism.
- + Flexible over entire -40°F to +122°F product temperature range

Safe, Reliable, Energy Efficient Hardware

- + UL listed, meeting the stringent requirements of the nation's leading safety standards organization
- + Stations are rugged, built to withstand the elements
- + Safe, Reliable and Energy Efficient
- + ENERGY STAR certified, charges efficiently and conserves power when not charging

When Charging is Mission Critical, Protect Your Investment with ChargePoint Assure

- + **Minimize downtime:** ChargePoint Assure provides the most comprehensive EV Station maintenance and management in the industry
- + **Get up and running quickly and flawlessly:** Professional guidance for station configuration saves you time, and unlimited changes to station policies flexibly supports your business
- + **Eliminate unexpected future expenses:** Cost for parts and on-site labor to install is covered for all Assure eligible repairs
- + **One less thing to worry about:** Proactive station monitoring provides you with regular reporting
- + **Reduced risk of downtime:** We guarantee 98% annual uptime and one business day response to requests
- + **Support when you need it:** We're there for you *and* your drivers. Phone support available for station owners Monday to Friday from 5 AM to 6 PM Pacific. Phone support for drivers is 24/7/365, so you never need to field a driver call

Ultra-reliable second-generation gravity operated mechanism.

18' and 23' cords to reach all car models and serve more parking spaces.

World-class 24/7 driver phone support.

Instructional video shows how to use the station. Multi-language charging instructions, giving drivers the choice of English, French or Spanish.

Driver interaction is supported in any weather by five rugged, back-lit buttons with audio feedback.

Strong and rugged design materials built to withstand the elements.

CT4000 stations come with 18' or 23' cords to increase the usability of your charging spots, on 6' and 8' tall models respectively.

CT4021

Dual-port bollard charging station with 18' charging cables. Standard *EV Charging Only* sign without optional custom branding.



Promote Your Brand and Business

Having your stations installed in a visible location makes a bold statement about your business' commitment to sustainability and shows that you care about your customers. ChargePoint CT4000 stations are built for customization so you can conveniently promote your brand as well. With custom signage and video you can:

- + Increase brand recognition
- + Attract EV drivers by making sure your stations are highly visible
- + Ensure EV charging installations are consistent with the look and feel of your brand
- + Differentiate your stations from standard ChargePoint stations to make them easily identifiable by your driver base



Branded CT4021
Shown with optional
branding on bollard.
18' cords on 6' model.

Easily customizable branding area.
All stations come with *EV Charging Only* sign, which can be replaced with your custom signage.

5.7" color LCD display for customizable video content.

Upload up to 60 seconds of high quality video to individual stations as often as desired.

Daylight readable with auto brightness control.

OPTIONAL:
Additional customizable branding areas.

All stations have standard extrusions to hold your custom signage.

Artwork templates and material specifications are conveniently downloadable from chargepoint.com



Branded CT4025
Shown with optional
branding on back.
23' cords on 8' model.

Bollard Charging Stations

CT4011



CT4021



CT4025



Wall Mount Charging Stations

CT4013



CT4023



CT4027



Contact Us

-  Visit [chargepoint.com](https://www.chargepoint.com)
-  Call +1.408.705.1992
-  Email sales@chargepoint.com



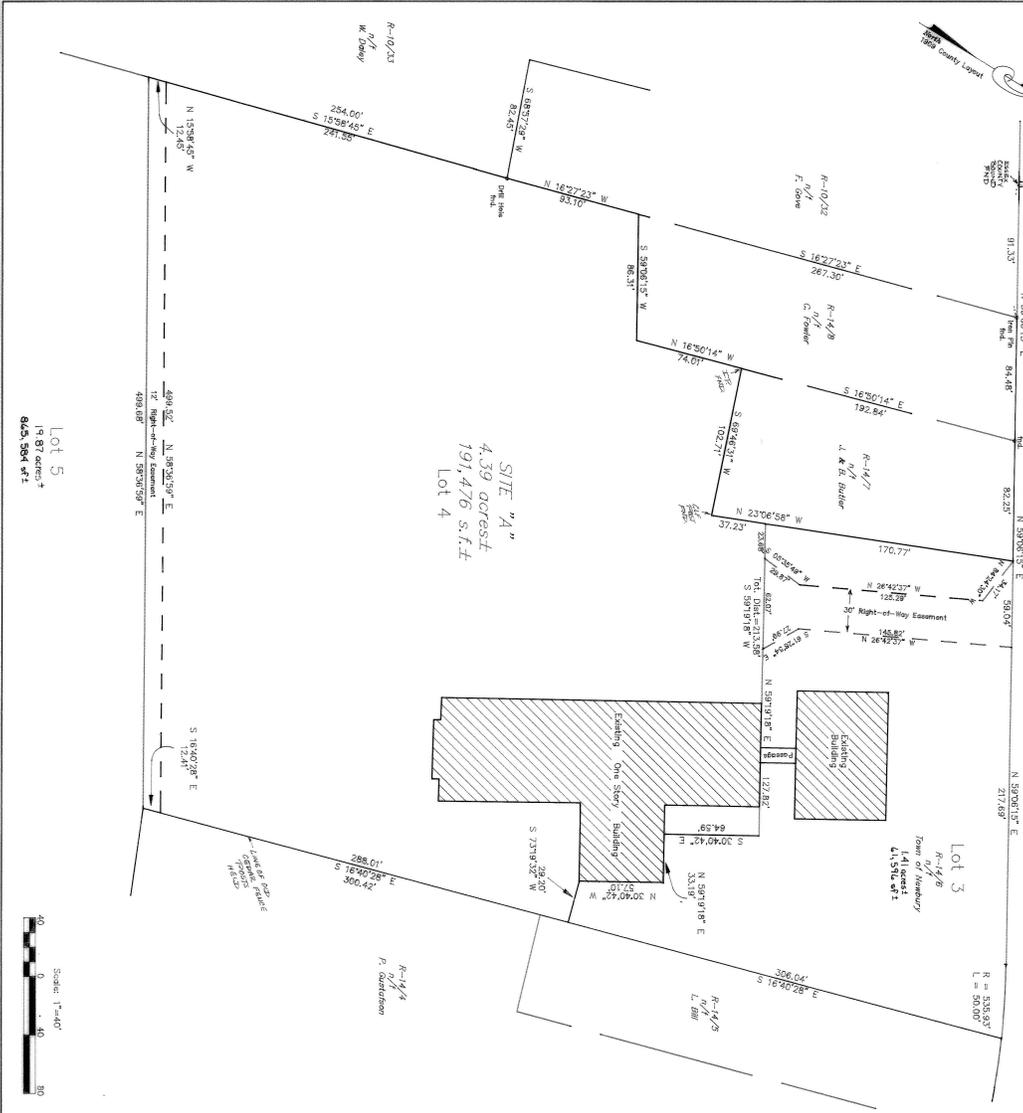
ChargePoint, Inc.
240 East Hacienda Avenue
Campbell, CA 95008-6617 USA

+1.408.841.4500 or
+1.877.370.3802 US and Canada toll-free
[chargepoint.com](https://www.chargepoint.com)

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MAIN STREET (1909 County Layout - Public - Variable Width)

1/4 Sec 30



Lot 5
19.87 acres ±
665,904 sq ft

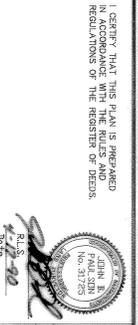
SITE "A"
4.39 acres
191,476 s.f.f.
Lot 4



APPROVAL UNDER SUBDIVISION CONTROL LAWS
 JOHN E. WILLY
 DATE: 11/20/1980
 Newbury Planning Board

PLAN & SPECIFICATIONS REFERENCED
 50004 EASEL REDEVELOPMENT
 PLAN E.C.L.G. PROJ. MAIN ST.
 REC. BOOK 4752 Pgs. 410
 ALSO SEE PLANS FOR EASEL E.C.L.G.
 PROJECTED THIS TIME FOR ADVANT
 BKG.

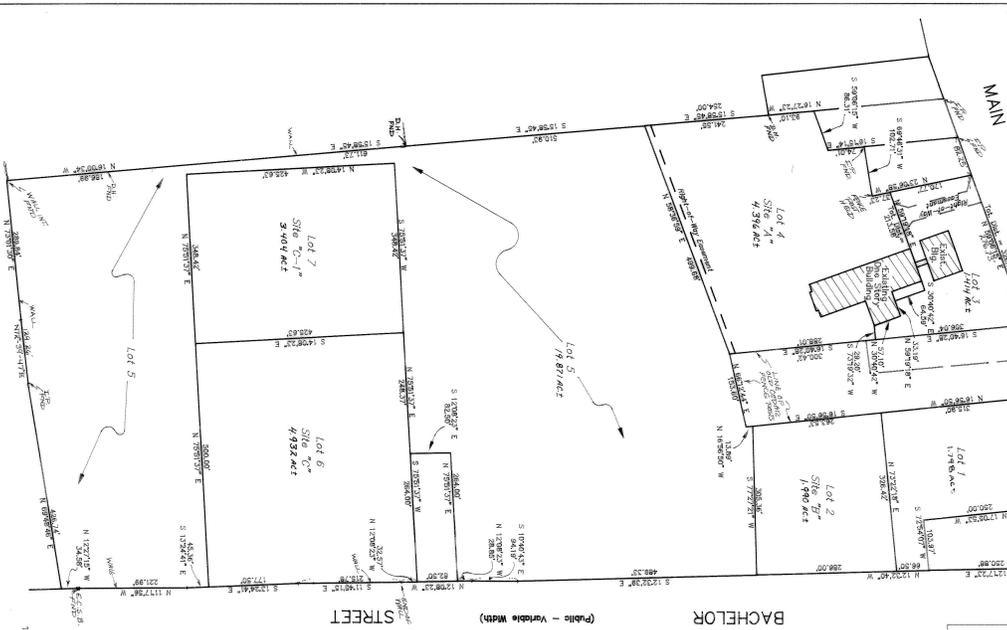
I CERTIFY THAT THIS PLAN IS PREPARED
 IN ACCORDANCE WITH THE RULES AND
 REGULATIONS OF THE REGISTER OF DEEDS



SHEET 1 OF 1
 Scale: 1"=40' (As Noted)

DESIGNED BY
AMATEC ENGINEERING & SURVEY CONSULTANTS, INC.
 ONE EAST MAIN STREET
 GEORGETOWN, VA 01823
 DATE: APRIL 12, 1980
 PREPARED FOR
LOVE ASSOCIATES - ARCHITECTS INC.
 NEWBURY CENTER, VA 02159

PLAN OF LAND
 in
 WEST NEWBURY



shall be held to claim thereunder in case of any defect in the sale; that Grantee may purchase at such sale, and that no other purchaser shall be answerable for the application of the purchase money; that Grantor doth covenant with Grantee on such sale, and upon request, to execute and deliver such lease as shall confirm such sale and vest the title to the premises sold in the purchaser or purchasers thereof, and that in case of any sale under the foregoing power Grantee, as attorney irrevocable of Grantor, may transfer the insurance policies then held herewith to the purchaser or purchasers, without claim on the part of the Grantor for compensation therefor. If any default shall be made prior to the maturity of the principal indebtedness secured hereby in the observance or performance of any covenant, or in the condition herein contained or expressed, and such default shall continue for the period of thirty days, then the whole debt then secured hereby shall at the option of Grantee become due and payable forthwith, and sale may be made as herein provided. If said sum remains unpaid after maturity Grantee shall be entitled to thirty days notice in writing or thirty days extra interest before payment. Until default in the performance or observance of the condition of this deed, Grantor may hold the granted premises and receive the rents and profits thereof. In witness whereof I the said Joseph Scholl being unmarried have hereto set my hand and seal this twenty fourth day of August in the year one thousand nine hundred and nine.

Commonwealth of] Joseph Scholl. seal.
 Massachusetts, Suffolk ss. August 24th 1909. Then personally appeared the above named Joseph Scholl and acknowledged the foregoing instrument to be his free act and deed,
 Before me.

Chas. G. Miller. Justice of the Peace.
 Essex ss. Rec'd Aug. 24. 1909. 35 m past 3 P.M. Recorded & examined.

* Know all men by these presents, that D. Ruddock of Gloucester, formerly of Haverhill, in the Commonwealth of Massachusetts, being unmarried, in consideration of One dollar and other good and valu-

D. E. Ruddock.
 to
 Inhabitants of the
 Town of West Newbury.

able considerations to me in hand paid by the Inhabitants of the Town of West Newbury in the County of Essex and Commonwealth of Massachusetts, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Inhabitants of the Town of West Newbury one undivided sixth part in and to a certain lot of land in said West Newbury adjoining the main road leading from Newburyport to Snowland and bounded and described as follows: Beginning at the west corner thereof by the road aforesaid and land formerly of Samuel C. Noyes; thence running by his land and land formerly of Moses Noyes south 17° east 25 rods; thence by land late of said Moses Noyes north 60° east 25 rods; thence by land late of said Moses Noyes north 17° west 25 rods to the road aforesaid; thence by said road south 60° west 25 rods to the points first described, excepting, however, therefrom that part of the said above described premises which was conveyed by Thomas S. Ruddock to Andrew A. Noyes, by deed dated the ninth of December, 1872, and recorded in Book 570, Page 192, to which reference is hereby made for a more particular description thereof. For my title see deed from Sarah S. Edwards to Thomas S. Ruddock recorded with Essex South District Registry of Deeds, Book 704, Leaf 261, and see the will of Thomas S. Ruddock duly probated in the Probate Court for said County of Essex. Do have and to hold the granted premises with all the privileges and appurtenances thereto belonging to the said The Inhabitants of the Town of West Newbury, their successors and assigns to their own use and behoof forever. And I do for myself, my heirs, executors and administrators, covenant with the grantees and their successors and assigns that the granted premises are free from all incumbrances, and that I will and my heirs, executors and administrators shall warrant and defend the same to the grantees and their successors and assigns against the lawful claims and demands of all persons. In witness whereof I, the said Harriet E. Ruddock, hereunto set my hand and seal this fourteenth day of August, 1909.

State of Rhode Island] Harriet E. Ruddock, seal

County of Newport ss. Be it remembered that on this 14th day of August 1909, before me personally appeared the above named Harriet E. Ruddock personally known to me and known by me to be the person executing the foregoing instrument, and she acknowledged that said instrument by her signed, to be her free and voluntary act and deed. In witness whereof I have hereto set my hand and seal at the day and year above written.

John E. Mitchell. Notary Public seal.
 United States of America, State of Rhode Island and Providence Plantations, Secretary of State's Office, Providence; Aug 19th 1909. I hereby certify, that John E. Mitchell Esquire, whose name is subscribed to the certificate of proof or acknowledgment of the annexed instrument, was at the time of taking such proof or acknowledgment, a Notary Public in and for the State of Rhode Island, and as such, authorized by law to administer oaths, to take depositions and the acknowledgment of Deeds, or conveyances for lands, tenements or hereditaments, in the said state, and the acknowledgment of other instruments; that he was duly commissioned, as appears of record, and engaged, that I am well acquainted with his handwriting and I furthermore believe that his signature to the said certificate of proof or acknowledgment is genuine. In Testimony whereof, I have hereto set my hand and of fixed the Seal of the State, the day and year above written. G. Fred Parker. Deputy Secretary of State seal.
 Essex ss. Recd Aug. 24. 1909. 30 m past 4 P.M. Recorded & examined

Know all men by these presents, that we, Bogd. B. Jones and Austin E. Ruddock of Beaverhill in the Commonwealth of Massachusetts, as we are trustees for the benefit of Harriet E. Ruddock and others under the will of Thomas E. Ruddock, which will was duly proved and allowed by the Probate Court for said County of Essex in September, A.D. 1898. do by virtue and execution of the power to us given in and by said will and of every other power and authority us hereto enabling in consideration of One dollar and other good and valuable considerations to us in hand paid by the Inhabitants of the Town of West Newbury.

B. B. Jones.
 et al.
 to
 Inhabitants of the
 Town of West Newbury.

Amendment to Collective Bargaining Agreement
 Between the Town of West Newbury, Massachusetts
 And
 Teamsters, Chauffeurs & Helpers
 West Newbury Police Department
 Union Local #170

REFERENCE is made to the Collective Bargaining Agreement between the Town of West Newbury, Massachusetts and Teamsters, Chauffeurs & Helpers, West Newbury Police Department, Union Local #170 signed March 15, 2018 for the period July 1, 2017 to June 30, 2020 (hereinafter referred to as the “Agreement”) and

WHEREAS, the Agreement is set to expire as of June 30, 2020; and

WHEREAS, as of March 10, 2020 the Governor of the Commonwealth of Massachusetts has declared a state of emergency due to the COVID-19 pandemic; and

WHEREAS, the Orders and Directives pertaining to the state of emergency has caused economic disruptions to all facets of government: and

WHEREAS, there is considerable uncertainty as to the impact of the COVID-19 pandemic on municipal finances; and

WHEREAS, it is foreseeable that the impacts of the COVID-19 pandemic will continue well into fiscal year 2021.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Due to the exigent circumstances, in lieu of a new Agreement, the parties shall amend the existing Agreement as follows:

ARTICLE XXX- The term of this Agreement shall continue until June 30, 2021, and

ARTICLE VII, Section A	FY 2021
	<u>2.0%</u>
First 12 mos. of full-time service:	27.57
Second 12 mos. of full-time service:	29.40
All other full-time employees:	34.15

Amendment to Collective Bargaining Agreement 2020

ARTICLE VII, Section D	07/01/20
1-5	.50%
6-10	1.5%
11-15	2.0%
16-20	2.5%
Over 20	3.0%

ARTICLE XVI, Section A 1. First paragraph: Increase to \$55.00 per hour effective on the date of contract execution for Fiscal Year 2021.

ARTICLE XVI, Section A 2. Increase cancellation time to two (2) hours, for non-municipal details, which shall be effective on the date of contract execution for Fiscal Year 2021.

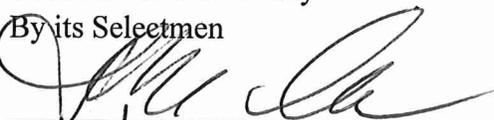
ARTICLE XXVIII Health and Welfare

(add the following paragraph to Section A.)

The Town shall continue to pay the minimum contribution rate of \$12.0625 per hour to the maximum set forth above, from July 1, 2020 through December 31, 2020, and \$12.5125 per hour to the maximum set forth above for the contract portion of the calendar year 2021 (January 1, 2021 through June 30, 2021). (Sixty five percent of which shall be paid by the Town and thirty five percent shall be paid by the participating employee.)

SIGNED AND SEALED THIS 3 DAY OF August, 2020

Town of West Newbury
By its Selectmen



David Archibald, Chairman

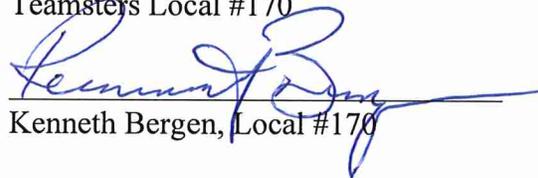


Glenn A. Kemper



Richard Parker

West Newbury Police Department
Teamsters Local #170



Kenneth Bergen, Local #170



Town of West Newbury
Board of Selectmen
Tuesday, August 18, 2020
381 Main Street, Town Office Building
www.wnewbury.org
Minutes of Meeting – DRAFT

Open Session: *Immediately following Executive Session, by remote participation (see below)*

Addendum to Meeting Notice regarding Remote Participation

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

Specific information and the general guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found on the Town of West Newbury website, at www.wnewbury.org. For this meeting, members of the public who wish to listen to the meeting may do so in the following manner:

GoToMeeting

Phone: (872) 240-3311

Access Code: 308-022-493

Or, from computer, tablet or smartphone: <https://global.gotomeeting.com/join/904058469>

No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post on the West Newbury website an audio or video recording, transcript, or other comprehensive record of proceedings as soon as practicable after the meeting.

The meeting was called to order at 5:27pm by Chairman David Archibald.

Participation at the Meeting:

- ❖ Board of Selectmen: David Archibald, Richard Parker and Glenn Kemper
- ❖ Town Manager, Angus Jennings
- ❖ Town Clerk/Counsel & Procurement Officer, Michael McCarron
- ❖ Assistant to Town Manager and Finance Department, Jennifer Walsh

Regular Business

A. Reconsideration of FY21 Wage Schedule.

Following deliberation in executive session immediately preceding open session, the Board moved to vote the following:

Motion was made by Chairman David Archibald to change the employment status of Health Agent Paul Sevigny from Exempt to Hourly, seconded by Selectman Glenn Kemper.

Yes 3, No 0

Motion was made by Selectman Glenn Kemper, seconded by Selectman Richard Parker to adjourn the meeting at 5:28pm.

Yes 3, No 0

Respectfully submitted, Jennifer Walsh



**Town of West Newbury
Board of Selectmen
Monday, August 17, 2020**
381 Main Street, Town Office Building
www.wnewbury.org

Minutes of Meeting

Open Session: 7:13 p.m. by remote participation (see below)

Addendum to Meeting Notice regarding Remote Participation

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

Specific information and the general guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found on the Town of West Newbury website, at www.wnewbury.org. For this meeting, members of the public who wish to listen to the meeting may do so in the following manner:

GoToMeeting

Phone: (571) 317-3122

Access Code: 904-058-469

Or, from computer, tablet or smartphone: <https://global.gotomeeting.com/join/904058469>

No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post on the Town of West Newbury website an audio or video recording, transcript, or other comprehensive record of proceedings as soon as practicable after the meeting.

The meeting was called to order at 7:13 p.m. by Chairman David Archibald.

Participation at the Meeting:

- ❖ Board of Selectmen: David Archibald, Richard Parker and Glenn Kemper
- ❖ Town Manager, Angus Jennings
- ❖ Town Clerk/Counsel & Procurement Officer, Michael McCarron
- ❖ Assistant to Town Manager and Finance Department, Jennifer Walsh
- ❖ Stephanie Frontiera
- ❖ Richard Baker
- ❖ Adam Stone
- ❖ Jen Solis
- ❖ Elisa Grammar
- ❖ KC Swallow

Announcements:

- Tree Committee having an informational session regarding the Emerald Ash Borer on Wednesday, August 19th, 2020 at 6:30 p.m. (See page 2 for more information)
- Deadline for Proposed Articles for Special Town Meeting is Thursday, August 27, 2020 at 12:00.
- Town Manager Jennings spoke regarding the City of Newburyport Water Department Algal Bloom (See pages 5 to 8 for information). He's been working with Mike Gootée. Circulated at his request on Friday through various outlets, but were in touch today and are going to recirculate tomorrow because it was circulated as Newburyport had written it, and would like to add some language to make it clear that water restriction also applies to West Newbury residents who are customers of the municipal water system and for all residents that may fish or allow their animals near the lower and upper Artichoke Reservoirs.

REGULAR AGENDA

A. Notice of Scheduled Installation of CPC-Funded Julian D. Steele Historic Marker on September 3, 2020:

Mr. Steele is the first African American Moderator in the Commonwealth of Massachusetts. (See Exhibit A, page 9 to 10 for information) Elisa Grammar stated that this is something to celebrate in these difficult times. The Town voted unanimously in November 2019 to have a new monument, first in a century. Planned to have an event, but due to COVID, will have a virtual event with a press release with the basis for virtual fanfare. Statements can be submitted before August 21 to be submitted to the Historical Commission.

B. Updates Regarding Coronavirus Pandemic, Including Updates from Town Counsel Regarding Recent and Proposed Legislation and Executive Orders Regarding COVID-19:

Town Manager Jennings provided an update on youth sports. (See Exhibit B, pages 11 through 35 for information) Attended Park and Rec Commission meeting, very focused on working with the West Newbury Youth League and others, Health Department and Board of Health to make sure that the state guidance on youth sports is adhered to in programming and events.

With regard to guidance from the Commonwealth on the reporting under the CARES Act, came out late last week. Have till the end of September to do reporting. Ongoing work both on tracking all of eligible expenses under the CARES Act and doing so in total coordination with an anticipated filing for FEMA, real complexities because of reimbursement percentages and timing. Explained methods for filing with FEMA.

Selectman Parker asked about with COVID restrictions, wanted to know about cleaning protocols for the 1910 Building. Wanted to know if surface cleaning can be added for safety and comfort. Town Manager Jennings stated that enhanced cleaning protocols have been in place right along. Wants to know if there's a specific concern.

In terms of the costs, all out of pocket costs are tracked for reporting. Staff costs not so simple because if the work is being done by someone already on the payroll, not necessarily incremental costs, but if get to the point where it's causing a backlog of other work that would otherwise be done and need to bring in temporary staff, that would be an eligible expense.

C. Public Hearing Regarding Consideration of Reducing Quorum Requirements of Special Town Meeting Anticipated for Saturday, October 17, 2020 at 10:00 a.m., as Allowed by Recent Legislation:

Chairman Archibald summarized what's been happening. (See Exhibit C, page 36 or information)

KC Swallow provided an update. Recommended that the Board exercise the authority to lower the quorum. Regular Town Meeting exceeded the regular quorum, so it was a non-issue, but to be on the safe side, potential for October meeting is higher. Doesn't anticipate a problem, but just to keep options open, it would be wise to exercise authority.

Selectman Kemper questioned what number should be. Selectman Parker stated that the last time, it was 40, which is a reasonable number. Selectman Kemper questioned money numbers, one on up to \$20,000 and over \$20,000. Wants to know if have to do separate votes? Town Clerk McCarron stated that all you have to do is say that the quorum for all motions will be "X" number, and at a Special Town Meeting, all items that don't exceed \$20,000, the quorum will be 40, but any items that exceed \$20,000 should have a quorum of 90. Motion would be to change quorum for all articles to be 40.

Motion by Selectman Parker to reduce the quorum to 40 people for Fall Town Meeting for all motions. Seconded by Selectman Kemper.

Yes 3, No 0

Town Manager Jennings stated that a rain date would be Sunday, October 18th and wanted to know if motions carry to that date. Town Clerk McCarron stated that it will apply.

D. Discussion of Anticipated Timeline Leading up to Special Town Meeting and Town Meeting Logistics (In Accordance with COVID-19 Restrictions):

Town Manager Jennings explained the calendar contained in the packet. (See Exhibit D, page 37 for information) Discussed dates in calendar in order to get things in final draft for Special Town Meeting. This week will take all back-up materials and put into a packet.

Included the CPC meeting date don't expect any proposals, deadline passed under the Committee's regulations in mid-July. September 21st regularly scheduled BOS meeting as the time for the joint meeting with Selectmen and the Moderator, Town Manager Jennings, Town Counsel, and Fin Com. Could be pushed off but need to meet the October timeline. Booklet would need to be printed and distributed no later than Friday, October 2nd. Penciled in Board's regularly scheduled meeting on Monday, October 5th for voting of draft motions with the Town Meeting date expected for Saturday, October 17th at 10:00 a.m.

Chairman Archibald stated that he had spoken with Gary Roberts and they feel that the fewer of the number of articles, the better. Have a reduced time to review things, wants to make sure there's not an easy time to slip things by on a reduced number of voters. Particularly the case with this Special Town Meeting. Stuff that absolutely has to be done this fall, otherwise there's really no reason that it can't wait until spring. If it can wait, should wait till spring.

Richard Baker had comment regarding serving lunch at the meeting. Town Manager Jennings cited COVID concerns. Chairman Archibald stated is a good thought but adds a layer of complexity that don't need to get into. Mr. Backer suggested perhaps just a table by the side and Chairman Archibald stated that if anyone wants to further that by running it by the Health Agent, that would be his recommendation.

E. Presentation of Preliminary Estimate of FY21 Tax Rate, Based on Approved FY21 Budget and Warrant Articles, and Based on Assumed FY21 Assessed Values and Projected (Estimated) FY21 Non-Tax Revenues:

Town Manager Jennings reviewed the tax rate recapitulation scenarios and elaborated on the figures. (See Exhibit E, pages 38 through 44 for information) Started budget season with a directive from the Board that the typical taxpayer impact of the approved budget would be not exceeding 2%, so built a dummy model of the recap that is formalized and voted in the late fall which formally sets the tax rate.

Chairman Archibald commented that his suggestion and recommendation that we increase the school stabilization transfer to the tax rate was voted down by the voters 272 to 18, which is a significant margin. Doesn't know what to say other than he's not going to propose something that lowers the tax rate because it was beaten soundly. Selectman Kemper states that he supports Chairman Archibald on that.

Selectman Parker asked if there's \$260,000 transferred from free cash, that would reduce the increase to 2.9% and that reflects one-half of what will going forward be an annual payment for the school bond. Town Manager Jennings stated that he is correct on the expense side that the \$652,000 reflects roughly half of the debt service, so fair to say that once the school debt is fully on the books, it will be about twice that amount. Differs that this does still rely on the \$247,000 from stabilization, so forward into FY22, the variable is going to be what amount is going to be transferred from school stabilization in that year and explains further.

Chairman Archibald asked if anyone wants to suggest a number but stated that he is not thrilled with taxes going up 4.6%. Selectman Parker suggested \$260,000 and Chairman Archibald suggested \$300,000, which Selectman Kemper agreed with. Town Clerk McCarron suggested going higher in the article and making a motion once free cash is known. Town Manager Jennings stated that he is just giving preliminary information ahead because is on the September 8th agenda.

Chairman Archibald asked Stephanie Frontiera, in light of COVID, how has that impacted revenues comparing FY20 to FY19. She stated that we are slightly higher this year, coming in pretty good, and that rental revenues are where the biggest hit was.

Town Manager Jennings stated that this could be more significant in FY21, the rental issue already is affecting a significant share of the year and if it continues for 12 months out of the year, even a partial, ends up being a noticeable shortfall in revenues. So, the earlier model did take into account a reduced collections of rentals relative to what he built into the model earlier in the year before COVID hit, a 50% reduction, which he thought was fairly conservative, but not sure if it was conservative enough.

Selectman Kemper stated that is very significant, perhaps \$100,000 per year, so he would ask that the Board zero in on that in some respects in Executive Session and would ask at the next meeting maybe some representatives to see what their projections are and how the contract can be renegotiated to better for the Town. Town Manager Jennings stated that both are scheduled to participate in the September 8th meeting.

F. Review of Known and Anticipated Articles for Potential Inclusion on the Special Town Meeting Warrant:

Chairman Archibald suggested that the Articles be gone through, and some there is no choice on it, have to have on Special Town Meeting. (See Exhibit F, pages 45 through 46 for information) Town Manager Jennings spoke about budget line items at length.

With regards to high hazard trees, continuation of program from last fall. Selectman Kemper stated that this was something that was implemented, but money was sunsetted before it could be taken advantage of. Town Manager Jennings stated that a significant portion was turned back. Selectman Kemper stated that he wants to get the program going back again because the sunset clause killed a lot of stuff and stated that this is a totally legitimate article.

With regards to zoning amendments, Chairman Archibald feels that they should be at Annual Town Meeting, not Special Town Meeting. Selectman Parker thinks should go ahead with them, not controversial, more housekeeping. Fin Com has reviewed them. Selectman Kemper feels like there are too many articles at Fall Town Meeting, and KC Swallow agreed and stated that people weren't considering budgets in an appropriate fashion for the Spring Town Meeting, which should be the main Town Meeting for the year.

Discussion at length regarding articles for funding for warranty program for EV charging stations, Fire Department proposal to extend sunset date for fire truck purchase, Open Space Committee proposal for bridge on Dunn property, and Parks/Rec Commission baseball backstop funding discussed at length, elaborated on by Town Manager Jennings.

Discussion by Selectman Kemper regarding making sure that these articles, once approved, are followed through on.

In addition, discussion regarding articles for Harbor Committee funding for study of potential mooring field, wetlands bylaw, and Park/Rec Comm regarding port-a-potty costs, elaborated on by Town Manager Jennings. Also discussion regarding articles that were passed over at June Town Meeting.

G. Vote to Authorize Member of Board of Selectmen to Sign AP Warrants as Necessary During the Town Manager’s Scheduled Vacation, Pursuant to Sec. 9(b) of the Town Manager Act:

(See Exhibit G, page 47 for information)

Motion by Selectman Kemper to designate Richard Parker to sign AP warrants during Town Manager’s vacation from 8/26 to 9/3/20. Seconded by Chairman Archibald.

Yes 2, No 0 (Parker abstain)

H. Meeting Minutes: August 6, 2020, July 20, 2020:

(See Exhibit H, pages 48 through 50 for information)

Motion to Chairman Archibald to approve minutes of July 6, 2020 as written. Seconded by Selectman Kemper.

Yes 3, No 0

TOWN MANAGER UPDATES

I. Update on Anticipated Engineering/Design/Permitting Contract for Middle Street Bridge:

Update summarized by Town Manager Jennings. (See Exhibit I, pages 56 through 58 for information) Benefit on our side is that we start to show financial activity in our Mass Works grant, since have to file quarterly reports with the state, and also, establish client relationship with the engineer, whereas right now, we don’t have a formal business relationship with them. Invited them to submit a proposal, circulated to Wayne and Mike, still under review at the staff level.

Town Clerk McCarron stated that since this is employment of professionals, exempt from 30B, so have to look at that and whether some of the design issues come into play as to procurement, but when you hire engineers or professionals, it’s except from the 30B process.

J. Update on Project Scoping and Anticipated Vendor Selection Process for Page School Playground:

With regards to potential articles, Richard Baker spoke regarding wanting \$8,500 to hire a specialist in assessing utilities, i.e. Boston Gas, electric, Comcast. Potential for significant increase in assessment for each entity, maybe 30-50% increase. Can’t go after Verizon, set by the state.

Town Manager Jennings stated that selection is actively underway, managed by Wayne. Met vendors, preparing scope, seeking multiple bids and looking to get a couple different designs.

K. Update on Work with Town Counsel, Town Planner, and Planning Board re Potential to Establish Regulations to Allow Use of Affordable Housing Funds:

(See Exhibit K, pages 59 through 63 for information) Town Manager Jennings thinks this is a good idea, but thinks trust is a lengthy process. He is looking to get something done near term, but his office is not equipped to handle the responsibilities. Stated that regulations would allow us to access money for this purpose. Discussed at length how the process works and can't do this without resources, even though sitting on six figures of money because don't have regulations that the bylaw has called for for five years and explained how this should be done.

Chairman Archibald inquired as to whether this is under the Housing Authority's purview. Town Manager Jennings stated if they chose to take on the responsibility. He stated that he is working actively with Leah and this is already in motion. Also, this is not a Town Meeting issue, it's a housekeeping issue.

L. Follow-Up Meeting Assignments and Placing Items for Future Agendas:

Special Meeting August 18, 2020, limited agenda. Next regular meeting September 8, 2020.

Discussion of site plan review of EV charging stations, signing the application. Town Manager Jennings thinks it's the BOS that needs to accept conditions. Best thing would be for the Board to sign the application, if complete. Planning Board, in order to find complete application, would look for signature of the applicant.

Motion by Chairman Archibald to designate Selectman Richard Parker as authorized signer for BOS to application of site plan review of EV stations representing the BOS. Seconded by Selectman Kemper.

Yes 2, No 0 (Parker Abstain)

Motion was made by Chairman Archibald to adjourn the meeting at 10:02 p.m. Seconded by Selectman Parker.

Yes 3, No 0

Respectfully submitted,

Susan M. Lobie, Certified Electronic Transcriptionist
Office Solutions Plus
15 Marion Road, Salem, MA 01970



Town of West Newbury
Board of Selectmen
Thursday, August 6, 2020
381 Main Street, Town Office Building
www.wnewbury.org
Minutes of Meeting – DRAFT

Open Session: 6:00pm by remote participation (see below)

Addendum to Meeting Notice regarding Remote Participation

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

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GoToMeeting

Phone: (786) 535-3211

Access Code: 976-281-637

Or, from computer, tablet or smartphone: <https://global.gotomeeting.com/join/976281637>

No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post on the West Newbury website an audio or video recording, transcript, or other comprehensive record of proceedings as soon as practicable after the meeting.

The meeting was called to order by Chairman David Archibald.

Participation at the Meeting:

- ❖ Board of Selectmen: David Archibald, Richard Parker and Glenn Kemper
- ❖ Town Manager, Angus Jennings
- ❖ Town Clerk/Counsel & Procurement Officer, Michael McCarron
- ❖ Park & Recreation Commissioners: Jack Foley and Brad Buschur
- ❖ Adam Stone
- ❖ Kathy Feehery

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.
- Reminder to subscribe for emailed Town news/announcements at <https://www.wnewbury.org/subscribe>

Regular Business

- A. Review of requests for use of Pipestave Hill on Sunday, September 13, 2020 and Sunday, October 11, 2020 by both the West Newbury Riding & Driving Club and the West Newbury Youth League (pursuant to Sec. A.15 of the Pipestave Hill / Mill Pond Management Plan)

Chairman David Archibald gave an introduction of the requests before the Board for multiple uses of Pipestave Hill; and, of the continuing disagreement between the West Newbury Riding & Driving Club and the West Newbury Youth League on how to best manage these requests which has necessitated the Selectmen to act as arbitrators pursuant to the Pipestave Hill / Mill Pond Management Plan, Sec. A.15. General Management/Procedures for Approvals and Arbitration. Chairman Archibald gave an approximation for the potential of 280 parking spaces needed for the two events. An aerial photograph (contained in the agenda packet) depicting approximately 160 cars in the parking lot was referenced and shared to the screen. It was his opinion that it looked to be at maximum. With that, Chairman Archibald invited comments from participants.

Selectman Glenn Kemper asked why the flag football jamboree, a newer program, could not be scheduled on another date that would not conflict with the long-standing WNRDC event date. It was explained by Park and Rec Chair Jack Foley that, due to the increased number of participants, the need for player evaluation and to avoid conflict with other youth sports, the window to hold this event is very small. Kathy Feehery spoke on behalf of the WNRDC regarding the history and logistics of the riding event. She noted that, due to COVID-19, that the club does not anticipate having as large an event as was initially planned which may allow for both events to take place safely this year. Chairman Kemper asked the question to Jack Foley as to who is making the determination on whether the jamboree will be allowed under state guidelines. Mr. Foley responded that he is in continuous contact with Health Agent Paul Sevigny and Town Manager Angus Jennings on the current state guidance in effect and just wants to be prepared in the event that flag football is allowed to take place. Discussion continued between the parties addressing the concerns regarding parking and safety as well as whether the jamboree should be allowed given the current health concerns.

Motion was made by Selectman Glenn Kemper to not entertain any jamboree or tournament.

Discussion: Park and Rec Chair Jack Foley acknowledged the concerns of the Board and agreed that the traditional jamboree won't work this year; however, the question on the table is the concurrent use of Pipestave by the two groups. Chairman Archibald stated that we can only make a decision on the two dates up for discussion tonight and can revisit the long-term issue on a future agenda. Mr. Foley stated his disappointment with how the conversation has evolved and asked the Board if they would consider allowing a scaled-down event keeping all safety guidelines in mind. There was no objection. Logistics of the two events were discussed including the need for police details. Town Manager Angus Jennings stated that he will review with the Police Chief the requirements surrounding this issue.

Motion was seconded by Selectman Richard Parker.

Yes 3, No 0

Chairman David Archibald stated that a committee would be created after Fall Town Meeting to work through the unresolved parking issues related to the concurrent use of Pipestave by the two groups. The committee will be charged with developing a plan that can be brought to Spring Town Meeting.

- B. Establish a deadline for Board of Selectmen receipt of proposed Articles for potential inclusion on the Warrant for a Special Town Meeting on Saturday, October 17, 2020 at 10 AM

Town Manager Angus Jennings gave a brief outline of Articles received to date and recommended a deadline of no later than September 2, 2020 which will allow time, albeit a very tight timeline, for the Finance Committee to review Articles and publish a booklet.

Motion was made by Chairman David Archibald to establish a deadline of August 27, 2020 to submit Articles to be considered at the Board of Selectmen meeting on September 8th for inclusion on the Warrant for Special Town Meeting on Saturday, October 17, 2020 at 10:00am, seconded by Selectman Glenn Kemper.

Yes 3, No 0

Motion was made by Selectman Glenn Kemper, seconded by Selectman Richard Parker to adjourn the meeting at 8:02pm.

Yes 3, No 0

Respectfully submitted, Jennifer Walsh



**Town of West Newbury
Board of Selectmen
Monday, August 3, 2020**
381 Main Street, Town Office Building
www.wnewbury.org

Minutes of Meeting

Open Session: 7:07 p.m. by remote participation (see below)

Addendum to Meeting Notice regarding Remote Participation

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

Specific information and the general guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found on the Town of West Newbury website, at www.wnewbury.org. For this meeting, members of the public who wish to listen to the meeting may do so in the following manner:

GoToMeeting

Phone: (872) 240-3311

Access Code: 720-457-421

Or, from computer, tablet or smartphone: <https://global.gotomeeting.com/join/720457421>

No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post on the Town of West Newbury website an audio or video recording, transcript, or other comprehensive record of proceedings as soon as practicable after the meeting.

The meeting was called to order at 7:07 p.m. by Chairman David Archibald.

Participation at the Meeting:

- ❖ Board of Selectmen: David Archibald, Richard Parker and Glenn Kemper
- ❖ Town Manager, Angus Jennings
- ❖ Town Clerk/Counsel & Procurement Officer, Michael McCarron
- ❖ Assistant to Town Manager and Finance Department, Jennifer Walsh
- ❖ Adam Stone
- ❖ Fred Chanania, Tree Committee
- ❖ Elisa Grammar
- ❖ Kathy Feehery
- ❖ KC Swallow
- ❖ Stephanie Frontera

Announcements:

- Town Manager Angus Jennings summarized the memo regarding the Pentucket School Committee regarding reopening plans. Hasn't received reopening plans but spoke with Assistant Superintendent who stated that he planned to circulate later in the day for review. The Superintendent is expected to host an online forum this Wednesday.

Chairman Archibald announced that on Thursday, August 6th at 6:00 p.m., the BOS are holding an additional meeting to go over plans for West Newbury Riding and Driving Club and the West Newbury Youth League that are planning to have events in September and October at Pipestave and how parking and events can be managed, can they be done simultaneously, etc. in the age of COVID.

Selectmen Kemper suggested that everyone come to the meeting with good ideas and not just pushing it down the pike, so that a decision could be made.

- Chairman Archibald announced that they are looking for members for the Fin Com, looking for Associate Member of the Zoning Board of Appeals.

In response to Selectman Kemper's question as to why this committee is so important, stated that the ZBA will be the one and only members of the Town that can create definitive input on the 40B, if deemed to be eligible by MassHousing, all changes and/or recommendations that the Town will have will be made by the ZBA.

- Town Manager Jennings announced that there is at least one open position on the Energy Advisory Committee. Selectman Parker stated that there are plenty more, no limit, and stated that if people are interested in joining, that would be great.
- Town Manager Jennings also stated that there are also open positions on the Cable Advisory Committee, Cultural Council, and Historic District Commission also each have one or more vacancies. Chairman Archibald gave a reminder to subscribed to e-mail for Town announcements on the West Newbury website.

REGULAR AGENDA

A. Request for Approval of Warrant for 2020 State Primary on September 1, 2020:

(See Exhibit A, page 6 to 8 for information)

Motion by Selectman Kemper to approve warrant for 2020 State Primary. Seconded by Selectman Parker.

Yes 3, No 0

B. Applications for Appointment to Capital Improvements Committee, Elisa Grammer, Patrick McCoy)

Town Manager Jennings stated that Elisa Grammer and Patrick McCoy put in Community Interest Forms for the Capital Improvement Committee. (See Exhibit B, pages 9 through 10 for information) Stated that there are two openings on the committee. Also stated that according to the bylaws, the 5 at-large members are to serve a 3-year rotating term.

Elisa Grammer stated that they learned a lot in the municipal vulnerability to climate change process and she would like to take some what she learned and think about that as we look at capital improvements.

Motion by Chairman Archibald to appoint Elisa Grammer to the Capital Improvements Committee until the end of FY2023. Seconded by Selectman Parker.

Yes 3, No 0

Patrick McCoy gave background, born and grew up in Essex, MA, lived in Ipswich, Gloucester, Salem, Somerville, Beverly, Newburyport, and recently moved last year to West Newbury. Cares a create deal about the North Shore and about the environment, and wants to be helpful, being part of the community in which you live. Currently serves at Board President of Opportunity Works, a non-profit organization in Haverhill/Newburyport. Treasurer for the Masonic Lodge in Newburyport.

Motion by Selectman Parker to appoint Patrick McCoy to the Capital Improvements Committee. Seconded by Selectman Kemper.

Yes 3, No 0

C. Application for Appointment as Associate Member to Tree Committee, Lionel Zupan:

Motion by Chairman Archibald to appoint Lionel Zupan as Associate Member of the Tree Committee. (See Exhibit C, page 11 for information) Seconded by Selectman Kemper.

Yes 3, No 0

D. Reappointment of Wendy Reed as Associate Member of Planning Board:

Town Manager Jennings announced request for reappointment of Wendy Reed for Associate Member of the Planning Board. (See Exhibit D, pages 12 through 13 for information)

Motion by Selectman Parker to appoint Wendy Reed as Associate Member of the Planning Board. Seconded by Selectman Kemper.

Yes 3, No 0

E. Request for Permission to Install Signs in Public ROWs (Virtual) Apple Harvest Road Race:

Selectman Kemper announced the request for signs at the Apple Harvest Road Race. No location provided. (See Exhibit E, pages 14 through 15 for information)

This is a virtual race, run on the same course, any time. Chairman Archibald stated that the one-mile sign is at the junction of Middle and Bachelor, two-mile is on Indian Hill, three-mile halfway down Moulton on the reservoir. Selectman Kemper asked if the signs are up for the virtual race, how long are they going to be up. Small signs for mile markers, request states up for two weeks, October 4th to 18th.

Motion by Selectman Kemper to approve. Seconded by Selectman Parker.

Yes 3, No 0

F. Special Event Permit Application, Myopia Hunt, September 22, 2020:

Request for Tuesday, September 22nd, start time 10:00 a.m. (See Exhibit F, pages 16 through 19 for information) Selectman Parker stated that the route as previously run goes across the Boucher property, which is currently posted for the proposed developer of the 40B project on Coffin and Main Streets. Selectman Kemper stated not our problem, only improving public way, so might be a friendly gesture to tell them.

Town Manager Jennings stated that he is waiting on approval for Chip Hall, hasn't agreed but hasn't declined, request is pending. Organizers are aware for the need for assent. Chairman Archibald stated that would like to keep that as an approval going forward on the property.

Motion by Selectman Kemper to approve. Seconded by Selectman Parker. Only approving crossing of public way.

Yes 3, No 0

G. Review and Approval of Draft Comments to MassHousing re: June 30, 2020 Proposal from Cottage Advisors for 40B Project Eligibility / Site Approval Letter for Site on Coffin Street / Main Street:

(See Exhibit G, pages 20 through 48 for information) Chairman Archibald thanked everyone for comments, Boards that redid previous work, Town Manager Jennings.

Stated he had no problems with almost anything but questioned the area on page 46 of the packet, talks about pumping of waste treatment and how it would be affected by storm water, didn't understand. Town Manager Jennings stated that construction of the pump station would be in a buffer zone, but he agrees it's not totally clear.

Selectman Kemper thanked abutters for allowing the Selectmen to view from their properties. Stated that one of the resident comments wanted to know if it is legal to provide a PO box as a

business address? Town Clerk McCarron stated that the only purpose is to provide an address to receive mail where notices can be sent. Can find the Resident Agent listed on the Secretary of State's website if papers are needed to be served.

Selectman Kemper also asked about potential presence of one or two vernal pools on site. Town Manager Jennings stated that some residents have been doing a lot of work to document the potential vernal pools and have been in communication with Natural Heritage and Endangered Species Program, office of the state that would certify vernal pools. Reached out a couple weeks ago see if something we can do to support that but have a good line of communication. If vernal pools are certified, becomes a defined resource area which is subject to protections and setbacks under the state protection act. Protections derived from the State Wetlands Protection Act would not be waivable under 40B because they're not local regulations.

Kathy Feehery stated that she is hoping to go out tomorrow to check on the vernal pool to see if it is dried up and will take pictures. Stated that a good percentage has dried up but has to get the final pictures because doesn't want it messed up at all. Will then finish the application to the state.

Town Manager Jennings stated he is looking for Board approval of the letter and the form in the packet. Selectman Parker stated the letter is fantastic, incredibly thorough, covers every point he could imagine. Asked that on page 7, (c), re private wells, (page 43 in agenda packet), serving businesses? Town Manager Jennings stated that there's a footnote which annotates where the comment came from, he thinks it's referring to agricultural businesses, but good point to clarify because doesn't want to suggest that there are businesses nearby when there's not.

Motion by Chairman Archibald to approve. Seconded by Selectman Kemper.

Yes 3, No 0

H. Preliminary Discussion of Fall Town Meeting, Timing, Logistics:

Chairman Archibald stated that in light of the coronavirus situation, the thought has been to have the fall Special Town Meeting outdoors again since Annual Town Meeting went off very well, amazingly well attended, and logistics worked out very well. Preliminary discussion now since would rather have it in very late September or early October rather than late October or November due to weather concerns. (See Exhibit H, pages 49 through 50 for information)

Town Manager Jennings stated that it would be on a weekend day instead of a week night, and if the clock is pulled back three to four weeks, creates a real crunch, so one of the first things he needs to do is connect with the Chairman of Fin Com and find out what kind of time is needed since it's a crunch to get the Town Meeting booklet put together. The Board will need to use its best judgment deciding to keep the warrant to needs versus wants.

Selectman Kemper stated that just because we can have one doesn't mean need to. Stated that doesn't think can have in September and October 10th is Columbus Day. Town Manager Jennings stated regarding whether it's needed, could be a relatively short warrant, but if no other business, the free cash transfer in the fall is always important to get the tax rate where you want it. Chairman Archibald stated that articles passed over in the spring can be further postponed.

Town Manager Jennings stated that he shares the concerns, is really tight. Will get the ball rolling right away with Gary, and especially with the change in composition of the Fin Com where Forbes carried a lot of the load on Fin Com booklet, no longer on the committee. Not sure if any day in October would be possible, so threading needle regarding actual capacity to pull everything off.

Motion by Selectman Kemper to hold the Fall Town Meeting on October 17th. Seconded by Selectman Parker.

Yes 3, No 0

Motion by Chairman Archibald that quorum be lowered to 40 for that meeting. Town Clerk McCarron stated that he can't do that. 7-Day notice has to be sent that they're considering lowering it, which will be discussed at BOS meeting on August 17th. KC Swallow stated that the quorum for a Special Town Meeting is 40, however, the West Newbury bylaw says that if there are articles on the agenda that requires more than \$20,000, the quorum is 90. Town Manager Jennings stated that the proposal to reduce the quorum will be placed on the August 17th agenda, make sure it gets posted properly.

Town Manager Jennings asked Town Clerk McCarron, if October 17th is being considered and if the Board is not going to vote to set a date for the warrant until August 17th at the earliest, two months, can the Board set a date for the warrant closing that is prior to this, other than a meeting date, since there is a 3-week gap from August 17th to September 8th, and thinks September 8th would be late to close the warrant if everything will be done by October 17th. Town Clerk McCarron stated that at a meeting, the Board will vote to close the warrant at a date certain, and the date doesn't have to be the date of the meeting. Stated that the Board can instruct people that there's an end date to submit their articles and won't consider anything after that date but has to vote the warrant.

Town Manager Jennings stated that before Thursday's agenda is posted, he'll add a second agenda item to announce the date for the closing of the warrant.

I. Update from Tree Committee re: Emerald Ash Borer and Upcoming Informational Forum on August 19th:

Chairman Archibald announced that the Tree Committee is having an informational session on the Emerald Ash Borer on Wednesday, August 19th at 6:30 p.m. (See Exhibit I, pages 51 through 58 for information)

Fred Chanania spoke briefly about the event. Stated that ash trees are on public property at Pipestave and Mill Pond have been hit hard over the summer, but also have ash trees on private properties in Town. Estimate that 15-20% of forests are ash trees.

Tree Committee wants to reach out to homeowners to educate with tree experts and state forestry people on the call, open to everyone in the community to log in, information on Tree Committee website. Good opportunity to find answers to questions. Wants a coordinated community-wide campaign to try to cut down on tree losses in Town. Residents can also send questions to West Newbury Tree Committee e-mail address, which is on the website.

J. Proposal to Modify Policy on Rental/Use of Town Facilities to Eliminate Fee for Reservation of Bandstand:

Town Manager Jennings summed up the reason for the proposal. (See Exhibit J, pages 59 through 61 for information) Stated that they are trying to show an appreciation to groups trying to find a space to meet. Chairman Archibald stated that fees were put in place to defray costs, but mostly to lower the demand, and as long as it isn't creating more work for everyone, he doesn't have a problem with it. Selectman Kemper stated that whatever Town Manager Jennings decides is okay.

Town Manager Jennings stated that he has mixed feelings because thinks it makes sense that there's no problem if people meet outdoors at the bandstand, and that organizations right now have limited access to meeting space. The only benefit to a fee is that it makes it official, and if there isn't a fee, will people just not reserve the bandstand and there might be a situation where people show up intending to use it and other groups are there.

Motion by Chairman Archibald to waive fees for the bandstand for the duration of the declared local emergency. Seconded by Selectman Kemper.

Yes 3, No 0

K. Request for Authorization of Energy Advisory Committee to Represent BOS in Applications to Planning Board for Site Plan Review of Electric Vehicle Charging Stations at Page School and 1910 Building

Selectman Parker explained the request. (See Exhibit K, pages 62 through 69 for information) Stated that spoke with Leah and offered to do site plan review process for the 1910 Building and got a response from the Planning Board pushing to do both. Stated that at this point in time, they've assured him that they would talk through what they expect, but at this point in time, they're asking that we do both.

Also explained that the Energy Advisory Committee met this afternoon to get this in for tonight's BOS Meeting, and voted to ask the Board for authorization for taking these EV charging station sites through a site plan review with the Planning Board.

Motion by Selectman Kemper. Seconded by Chairman Archibald.

Yes 3, No 0 (Selectman Parker abstained)

Discussion by Chairman Archibald, asked about the time situation with National Grid, clock ticking? Selectman Parker stated that the installation has to be complete by October 31st, shouldn't be a problem. At some point have to talk about a maintenance plan that could be worked into an upcoming meeting agenda. Wants to hear Fin Com perspective to figure out how to accommodate that at this point. Town Manager Jennings stated that it came up later in the budget process, was part of an amended number and did not pass at Town Meeting, so it has to come out of the operating budget or a fund transfer. Selectman Parker stated that the best way for least cost solution is to pay for it one time rather than an annual fee, so could be discussed at Fall Town Meeting.

L. Meeting Minutes, July 13, 2020:

(See Exhibit L, pages 70 through 72 for information)

Motion by Chairman Archibald to approve Minutes. Seconded by Selectman Parker.

Yes 3, No 0

TOWN MANAGER UPDATES

M. Update on Work with Town Counsel, Town Planner, and Planning Board re Potential to Establish Regulations to Allow Use of Affordable Housing Funds:

(See Exhibit M, pages 73 through 84 for information) Chairman Archibald stated that in lieu of creating affordable units on some developments over the past few years, the Town has collected approximately \$200,00 available for use in promoting affordable housing or purchasing, but don't have means of using the funds at the moment. No process or procedure in place to access funds and spend them. One way is to create an affordable housing trust, and also other ways.

Town Manager Jennings stated nothing before the Board tonight. Wanted to make everyone aware that the work is going on in the background, been talked about for a couple years. End game could well be a housing trust, makes sense in the future, but there are immediate needs or potential needs, so he's working with Leah and Ray on behalf of the Planning Board to see if there's a path to get regulations in place sooner that would allow the funds to be accessed if the need arose. Gave examples of potential ways to facilitate this and explained the legal obligation to market LIP units.

N. Update re Status of Architecture/Design Contract for Soldiers & Sailors Memorial Building (Carr Post)

Town Clerk McCarron stated that he's going to look into it and will get negotiations going.

O. CARES Act Filing and Anticipated FEMA Filing for Reimbursement of Eligible COVID-19 Costs

(See Exhibit O, page 85 for information) Town Manager Jennings stated that he is tracking costs on a current basis and is working with FEMA on an appropriate time to file with them. As noted in the memo, it's highly unusual, because typically when you put in for the costs, the disaster is already complete, and now, the emergency is ongoing, so going to continue to incur extra COVID costs, which is totally unlike any other FEMA filing. Will continue to track all expenses, good spreadsheet in place, done on a current basis, and Leanne is the liaison with FEMA to better understand what's going to work best for them. Also, under the CARES Act, there's a requirement for bi-monthly reporting, but thus far, the state hasn't issued any further guidance on the CARES Act. Preference would be to dovetail with the costs, could submit report to the state as to what costs have been incurred.

P. Follow-Up Meeting Assignments and Placing Items for Future Agendas:

Selectman Kemper stated that with regards to the School Committee Meeting, regarding the mascot, wants to ask the Selectmen for a referendum on the mascot. He would not be in favor of getting involved in School Committee policies or education, thinks it would be a bad precedent for the BOS to start delving into decisions that the School Committee needs to make. Would like to send a letter to the Superintendent stating that he listened in on the meeting, that this was discussed, and would not be in favor of this.

Chairman Archibald and Selectman Parker agreed. Chairman Archibald stated that the West Newbury representatives of the BOS's feeling and they should so inform the rest of their Board. Chairman Archibald stated he would write the letter and Selectman Kemper will e-mail it. Town Manager Jennings stated that in the next discussion he has with Justin, he'll bring it up, won't make it a separate item.

Motion by Selectman Kemper to call or e-mail a School Committee representative to inform them that the BOS is not interested in getting involved in changing the mascot. Seconded by Selectman Parker.

Yes 3, No 0

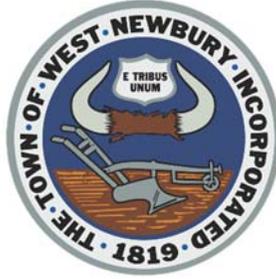
Chairman Archibald stated that with regard to the discussion with Fin Com and criticism at Town Meeting, feels that Fin Com is still lacking a new member, so he would put that on hold until the new Fin Com is full, and shouldn't discuss things until they're a full committee. Selectman Kemper feels that this should be worked out before Fall Town Meeting since there were legitimate concerns by some taxpayers, and if we go through another Town Meeting without addressing these, it would be disingenuous, like we weren't listening, since they are the appointing authority. Selectman Parker stated he is reluctant to wait since not sure how long it will take to have a full Fin Com. Chairman Archibald stated he would talk to Gary to come to an agreement if wants to do it at a separate or a quick meeting at some point. Selectman Kemper stated that even if there is a new member on board, the questions or concerns that people have won't have anything to do with them.

Motion was made by Selectman Kemper to adjourn the meeting at 9:15 p.m. Seconded by Selectman Parker.

Yes 3, No 0

Respectfully submitted,

Susan M. Lobie, Certified Electronic Transcriptionist
Office Solutions Plus
15 Marion Road, Salem, MA 01970



TOWN OF WEST NEWBURY, MASSACHUSETTS

CONTRACT AGREEMENT 2020–DPW-007

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
BETWEEN THE TOWN OF WEST NEWBURY, MASSACHUSETTS
AND
BSC GROUP, INC.
FOR THE BRIDGE REPLACEMENT OF
MIDDLE STREET/PLUMMER SPRING ROAD
OVER ARTICHOKE RESERVOIR**

THIS AGREEMENT made this 25th day of August 2020 between BSC Group, Inc., a Massachusetts corporation with a usual place of business at 803 Summer Street, hereinafter called the “ENGINEER,” and the Town of West Newbury, MA, acting by its Board of Selectmen, hereinafter called the “TOWN”.

The ENGINEER and the TOWN, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The ENGINEER shall perform the work set forth in the Scope of Services for Middle Street/Plummer Spring Road over Artichoke Reservoir N-11-007=W-20-001 Bridge Replacement attached as EXHIBIT A. Prior approval in writing is required for any changes, modifications or revisions to the scope by the Town Manager or the DPW Director who will act as the TOWN’S Project Representative.

2. Contract Price

The TOWN shall pay the ENGINEER for services rendered in the performance of this Agreement, subject to any additions and deductions provided for herein, at the hourly rates set forth in EXHIBIT B. The amount to be paid to the ENGINEER shall not exceed one Hundred Eighty-Five Thousand dollars (\$185,000.00) without the prior written consent of the TOWN. The amount paid shall be solely funded from MassWorks Infrastructure Program.

3. Commencement and Completion of Work

- A. This Agreement shall commence on the date of authorization located below the Town of West Newbury’s authorized signature and shall expire on June 30, 2022, unless terminated sooner in accordance with this Agreement.
- B. Progress and Completion: ENGINEER shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion in a timely manner.

4. Performance of the Work

The ENGINEER shall supervise and direct the Work, using his best skills and attention, which shall not be less than such state of skill and attention generally rendered by the engineering/design profession for projects similar to the Project in scope, difficulty and location.

A. Responsibility for the Work:

- (1) The ENGINEER shall be responsible to the TOWN for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the ENGINEER. Consistent with the standard of care referenced in paragraph A. above, the ENGINEER shall be responsible for the professional and technical accuracy for all work or services furnished by him or his consultants and subcontractors. The ENGINEER shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary.
- (2) The ENGINEER shall not employ additional consultants, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the Town. Such written consent shall not in any way relieve the ENGINEER from his responsibility for the professional and technical accuracy for the work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The ENGINEER and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
- (5) The ENGINEER shall not be relieved from his obligations to perform the work in accordance with the requirements of this Agreement either by the activities or duties of the TOWN in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the ENGINEER.
- (6) Neither the TOWN's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

B. Deliverables, Ownership of Documents: Three (3) reproducible copy of all drawings, plans, specifications and other documents prepared by the ENGINEER in hardcopy and same in electronic copy form also and shall become the property of the TOWN upon payment in full therefor to the ENGINEER. Ownership of stamped drawings and specifications shall not include the ENGINEER's certification or stamp. Any re-use of such documents without the ENGINEER's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the ENGINEER or to the ENGINEER's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the ENGINEER's rights under this Agreement.

C. Compliance with Laws: In the performance of the Work, the ENGINEER shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed; ENGINEER's Investigation

The TOWN shall furnish to the ENGINEER available data and documents relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the TOWN. All such information is furnished only for the information and convenience of the ENGINEER and is not guaranteed. It is agreed and understood that the TOWN does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the ENGINEER must satisfy himself as to the correctness of such information. If, in the opinion of the ENGINEER, such information is inadequate, the ENGINEER may request the Town's approval to verify such information through the use of consultants or additional exploration. In no case shall the ENGINEER commence such work without the Town's prior written consent. Such work shall be compensated as agreed upon by TOWN and ENGINEER.

6. Payments to the ENGINEER

- A. Cost incurred on this project shall be billed monthly on an hourly basis as outlined in the attached Scope of Services. Payment shall be due 30 days after receipt of an invoice by the Town.
- B. If there is a material change in the scope of work, the TOWN and the ENGINEER shall mutually agree to an adjustment in the Contract Price.
- C. If the TOWN authorizes the ENGINEER to perform additional services, the ENGINEER shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the ENGINEER shall not perform any additional services until such compensation has been so established.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the ENGINEER shall be reimbursed by the Town: (a) at 1.1 times the actual cost to the ENGINEER of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the Town; (b) at 1.0 times the actual cost of additional or specially authorized expense items, as approved by the Town.

8. Final Payment, Effect

The acceptance of final payment by the ENGINEER shall constitute a waiver of all claims by the ENGINEER arising under the Agreement, as respects to matters of payment.

9. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

10. Indemnification

- A. The ENGINEER shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, to the extent caused by the negligent or wrongful acts, errors or omissions of the ENGINEER or his employees, agents, subcontractors or representatives in the performance of this agreement.

11. Insurance

- A. The ENGINEER shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00.

- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the Town. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

Since this insurance is normally written on a year-to-year basis, the ENGINEER shall notify the TOWN should coverage become unavailable.

- C. The ENGINEER shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.
- D. The ENGINEER shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the Town.
- E. The ENGINEER shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.
- F. Evidence of insurance coverage and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. Upon request of the ENGINEER, the TOWN reserves the right to modify any conditions of this Article.

12. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

13. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The TOWN shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the ENGINEER. In the event that the Agreement is terminated pursuant to this subparagraph, the ENGINEER shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

- A. Assignment: The ENGINEER shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Town.
- B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the TOWN by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

For the TOWN OF WEST NEWBURY, MA

I certify that an appropriation is available in the amount of this Contract and have authority to enter into this agreement on the behalf for the Town of West Newbury.

Angus Jennings
Town Manager

Date

For the CONTRACTOR



8/26/2020

Date

Signature of Engineer / Company Official

Sean O'Brien
Printed Name of Engineer / Company

President & CEO
Title of CONTRACTOR Official

BSC Group, Inc.
Company Name

803 Summer Street, Boston, MA 02127
Company Address

NON-COLLUSION CERTIFICATE

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean and natural person, joint venture, partnership, corporation or other business or legal entity.

DATE: 8/26/2020

CONTRACTOR SIGNATURE: 

STATEMENT OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b),

I, Gary Cameron, Chief Operating Officer
(Name and Title)

authorized signatory for BSC Group, Inc.
(Contractor Name)

803 Summer Street, Boston, MA 02127
(Contractor Address)

do hereby certify under the pains and penalties of perjury, that the above Company or Corporation has complied with all laws of the Commonwealth relating to taxes.



(Authorized Signature)

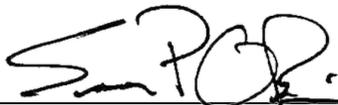
Chief Operating Officer
(Title)

08/24/2020
(Date)

CERTIFICATE OF LABOR HARMONY

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

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



(Authorized Signature)

President & CEO

(Title)

8/26/2020

(Date)

EXHIBIT “A”
TOWN OF WEST NEWBURY
MIDDLE STEET/PLUMMER SPRING ROAD
OVER ARTICHOKE RESERVOIR
BRIDGE REPLACEMENT

August 10, 2020

Scope of Services:

BSC Group has prepared a comprehensive scope of work based on the preliminary design effort, MassDOT’s inspection reports, site visits, discussions with the municipality and our understanding of MassDOT and MGL Chapter 85, Section 35 requirements. This scope considers current conditions, the goals of the project and grant programs, establishes basic project assumptions and forms the basis for our cost estimate.

The preliminary design effort was funded under a MassDOT Municipal Bridge Grant awarded to the City of Newburyport. The final design and permitting effort will be funded by a MassWork’s infrastructure grant awarded to the Town of West Newbury. BSC assisted both communities in preparing the grant applications and has extensive knowledge of program requirements.

Scope of Work:

The scope of work is based upon the bridge type selected at the September 23, 2019, public meeting. The bridge type selected was Alternative 2 (45’-0” span, spread box beams, 24’-0” roadway with one 5’-6’ sidewalk). As presented during the public meeting, several factors have increased the project’s complexity, including degree of working within a drinking water reservoir, need for pile support foundations, increased span length, depth of water and the addition of a sidewalk.

The scope of work is also based on the research conducted during the preparation of the MassWorks grant application on behalf of the Town of West Newbury. The preliminary design included survey, geotechnical investigation and hydraulic analysis, initiation of permit drawings and permits, preliminary structural and roadway design. The proposal is based on advancing the portion of work that has/will be completed with funding from the MassDOT Small Bridge Program and finalizing the design and permitting under the MassWorks grant.

The selected bridge type increases the existing span from 14-feet to 45-feet and the bridge width from 24-feet to 32.5-feet. As discussed during the public meeting, the longer span increases design complexity but reduces the estimated construction cost by eliminating the need for large retaining walls in the deep portions of the reservoir. Similarly, the increase in width, through the addition of a sidewalk, increases the design and permitting complexity. The roadway approaches will also need to be widened to accommodate the increased bridge width. Segmental block retaining walls along portions of the road are proposed to reduce the amount of fill placed within the reservoir.

Environmental Permitting:

Notice of Intent Application: The project will require an Order of Conditions from both the West Newbury and Newburyport Conservation Commissions. BSC shall prepare and submit NOI applications to each commission and the Massachusetts Department of Environmental Protection (MassDEP) in accordance with the WPA and implementing regulations as well as the City of Newburyport’s Wetlands Ordinance (the Town of West Newbury does not have a local wetland bylaw). Tasks include preparation of associated forms and backup documentation, permit plans, coordination during review, site walks and attendance at conservation commission public hearings. This proposal includes time for attendance at one conservation commission hearing for each municipality. BSC will also obtain certified abutters lists for each municipality as well as record the two Order of Conditions with Registry of Deeds. BSC will coordinate with the commissions to identify the party responsible for providing public notice in the local newspaper.

Once the project is completed in accordance with the Orders of Conditions, BSC will submit a Certificate of Compliance to each municipality. Once approved, this Certificate will be filed with the Registry of Deeds.

U.S. Army Corps of Engineers Pre-Construction Notification (PCN): The permittee must submit a Pre-Construction Notification (PCN) and obtain written authorization to conduct project activities before starting work in Corps jurisdiction. BSC shall prepare and submit the PCN to the Corps. The Corps will coordinate review of all activities requiring PCN with Federal and State agencies and Federally recognized tribes, as appropriate. BSC will facilitate this through the submittal of a standardized review through the USFWS's Information for Planning and Consultation (IPaC) system, and a Historic Property Notification Form to the Massachusetts Historical Commission and tribes under Section 106. To be eligible and subsequently authorized, an activity must result in no more than minimal individual and cumulative effects on the aquatic environment as determined by the Corps in accordance with the criteria listed within the Massachusetts General Permit (MA GP). This may require project modifications involving avoidance, minimization, or compensatory mitigation for unavoidable impacts to ensure that the net adverse effects of a project are no more than minimal.

Section 401 Water Quality Certification (WQC) Variance: The Artichoke Reservoir is designated as a Public Water Supply (Drinking Water) and is therefore a Class A Waterbody/Outstanding Resource Water (ORW). In accordance with 314 CMR 9.06(4) of the WQC regulations, discharge of dredged or fill material to an ORW within 400 feet of a water supply reservoir is prohibited unless a variance is obtained under 314 CMR 9.08. However, exceptions are made for maintenance and repair of existing public roadways. While the full reconstruction and widening of the bridge as proposed may exceed what MassDEP interprets as maintenance/repair, BSC will prepare reasoning and language to support this stance. Regardless of whether MassDEP concedes a variance will not be required, an individual 401 WQC will be required. With the expanded construction alternative, the project also has the potential to exceed 100cy of material removal or dredging from below the High-Water Mark of the waterbody. Exceeding the dredging threshold will necessitate completing both a dredging form and a fill and excavation form under the state 401 WQC program. BSC has considered the need to perform pre-application sediment sampling and prepare a water quality monitoring plan. BSC will perform or direct the sediment sampling and the required grain-size and chemical analysis. This has been included as a direct expense in the scope. BSC has estimated the number of samples MassDEP may require. Sampling expenses may vary depending on final MassDEP requirements. Approval of the sampling plan (number and location of samples) will be required from MassDEP prior to sampling, which can have a variable timeline based on their staff's availability and workload.

BSC will prepare a WQC Individual or Variance application package and submit to MassDEP. BSC will complete the necessary components and discuss the measures taken to avoid, minimize and mitigate adverse impacts to the reservoir, keeping in mind the additional complexity of the selected bridge design. Due to the sensitivity of work in a public water supply, BSC will discuss the overriding public interest and benefit of reconstructing the bridge over Artichoke Reservoir, despite the permit category. BSC will also provide in-depth discussion of the alternatives as considered at the public meeting, including the no-build alternative, in the application. For this proposal, BSC assumes response to one request for additional information or application meeting with MassDEP. BSC will also prepare and submit a public notice to the local newspaper, and the Environmental Monitor, as required under the regulations.

Massachusetts Environmental Policy Act (MEPA): The project falls within the jurisdiction of the Massachusetts Environmental Policy Act (MEPA) regulations (310 CMR 11.00) because one or more state permit is required (401 WQC Individual/Variance) and/or state financial assistance is anticipated, and one or more MEPA Environmental Notification Form (ENF) thresholds may be exceeded by project-related activities, as follows:

Wetlands

301 CMR 11.03 (3)(b)(1) *Provided a State permit is required:*

(b). *Alteration of 500 or more linear feet of bank along inland bank.*

(c). *Alteration of 1,000 or more SF of outstanding resource waters.*

(f). *Alteration of 1/2 or more acres of any other wetlands. (Potentially due to work (cumulative) within Land Under Water (LUW) and Floodplain (BLSF)).*

The selected design for the new bridge will be evaluated to determine whether one or more of the above-listed wetland thresholds are exceeded, or any other unanticipated thresholds are exceeded.

The MEPA task will involve the compilation of general project-related information (e.g., proximity to sensitive environmental resources, existing conditions, proposed actions, proposed conditions and mitigation measures), detailed information specific to the anticipated permits and approvals, and an alternatives analysis (including the no-build alternative and preferred alternative selection process). In addition, mitigation measures to minimize impacts to wetland resource areas will be identified. BSC will address avoidance, minimization, best management practices (BMPs), along with any site-specific conditions within the mitigation discussion.

BSC will undertake preparation, submittal and circulation of an ENF with all required attachments and associated correspondence to appropriate state agencies, as well as municipal boards/commissions in West Newbury and Newburyport, in accordance with MEPA Regulations (301 CMR 11.05). BSC will arrange for the timely publication of a legal notice in the local newspaper (Newburyport News, which covers both communities) and the Environmental Monitor. BSC will coordinate with MEPA, through West Newbury and Newburyport, to facilitate the MEPA site visit. BSC will also respond to questions during the public comment period, as necessary. A limited number of additional hard copies will be available for distribution to the public upon request, but electronic versions will be offered to all those who request copies to minimize printing and paper use. BSC will maintain a log of all requested copies. Finally, BSC will coordinate with the communities to submit a Notification of Commencement of Construction to the Secretary when project construction begins.

BSC assumes up to two (2) draft submittals to appropriate West Newbury and Newburyport city officials, submittal of a final version to MEPA, attendance of one (1) pre-filing meeting with MEPA staff, one (1) site visit, and up to 30 hard copies of the ENF document for the purposes of this proposal.

Assumptions: In addition to the assumptions noted in the above scope, BSC assumed the following in the preparation of this proposal:

- Less than 5,000 SF of BVW/LUW (or Waters of the U.S.) will be impacted from project activities. Submittal of a PCN has been assumed for the proposed activities due to the potential for other exceedances of General Conditions. In addition, the BVW impact threshold under MEPA (301 CMR 11.03(3)(b)(1)(d) would be exceeded.
- The Massachusetts Historical Commission (MHC) State Historic Preservation Office (SHPO) will determine that the project does not adversely impact a historic resource. The bridge is approximately 115 years old but is not currently listed as a historic resource in the Massachusetts Cultural Resource Information System (MACRIS) database. MHC will receive a copy of the MEPA ENF as well as the Historic Property Notification Form through the Section 106 process for notification of the project and, if they have concerns, they will submit comments to the Secretary of Energy and Environmental Affairs (EEA).
- BSC assumes the project will not extend beyond the roadway ROW and no Article 97 land conversion will occur. Based on preliminary mapping efforts, land adjacent to the bridge to the west of the reservoir (outside of roadway right-of-way [ROW]) appears to be part of the Withers Conservation Area/Artichoke Trail and the Artichoke River Watershed and owned by the City of Newburyport. In addition, the land adjacent to the eastern boundary of the Artichoke Reservoir is also owned by the City of Newburyport which may be held in a Conservation Restriction as protected lands. In the unlikely event that the construction footprint extends beyond the roadway ROW into protected lands, the affected area will be evaluated to determine whether it meets the definition of Article 97 land and whether its use constitutes a conversion under the regulations. BSC will coordinate with the proponent to ensure that this issue is addressed appropriately under a separate scope and fee, if necessary.

FINAL DESIGN SUBMISSION – CHAPTER 85, SECTION 35

Structural - BSC shall prepare final design plans, cost estimate, special provisions, and structural calculations. The cost estimate and special provisions shall be prepared in accordance with the MassDOT LRFD Bridge Manual, MassDOT Standard Specifications for Highways and Bridges and MassDOT's Weighted Average Bid Prices. Structural calculations shall be in accordance with the 8th edition of AASHTO LRFD for HL-93 Loading and the interim revisions as well as the MassDOT LRFD Bridge Manual.

Highway - BSC will incorporate comments as appropriate and prepare final plans to replace the existing roadway approaches. To reduce environmental impacts and project costs the limits of roadway reconstruction are approximately 160-feet to the west and 110-feet to the east of the bridge.

Proposed Final Plans:

Highway Plans

- Title Sheet and Index
- Legend and Abbreviations
- Typical Sections and Details
- Construction Plan
- Profile
- Survey Tie Plan
- Cross Sections

Bridge Plans

- Plan, Profile, Locus Plan
- General Notes and Legend
- Boring Logs
- Plan & Elevation
- Demolition & Construction
- Structural Details
- Misc. Details
- Control of Water

Deliverables:

- Three sets of final plans, estimate, specifications and calculations to the Municipality and MassDOT in paper copy and electronic copy.
- Written responses to all comments.
- Two meetings if needed and requested by TOWN.

CONSTRUCTION SERVICES

The MassWorks grant listed \$35,000 for construction administration. The intent was to supplement this with the \$40,000 available through the MassDOT Small Bridge Grant. With the increased project complexity and higher likelihood that intermittent environmental construction monitoring will be required it is probable that the MassWorks funds will be needed. BSC Group has estimated a budget of \$35,000 for construction engineering based on our prior experience with similar projects. BSC will assume these funds will also address compliance with various conditions and notifications required to start work. The amount can be negotiated depending on West Newbury's desired level of BSC involvement during construction. Permit conditions and regulatory agencies requiring more intensive construction monitoring or water quality sampling due to the presence of the public water supply may also impact funding requirements. Total of 24-site visits have been assumed for this proposal for construction progress and intermittent environmental construction monitoring.

Deliverables:

- Clarification of contract documents as required
- Site visit reports

ADDITIONAL SERVICES

The following services are not included as a part of this Agreement. These services may become necessary based upon the conclusions derived from the performance of the proposed scope above. If required, these services will be performed for an additional fee to be paid on an hourly basis in accordance with the attached BSC Fee Schedule.

									SAY	\$ 185,000.00
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From: [Town Manager](#)
To: [David Archibald](#); [Glenn Kemper](#); [Rick Parker](#)
Cc: [Michael McCarron](#); [Finance Admin](#)
Subject: FW: BOH and public water supply
Date: Thursday, August 27, 2020 12:58:03 PM
Attachments: [APPENDIX Protection of Water Supply.docx](#)
[Town Counsel Memo BOH jurisdiction.doc](#)

Board,

This is to provide a brief update re continuing attention toward the recent algal bloom on the reservoir and its potential underlying cause(s). I have been in contact with Newburyport re their thought that an agricultural operation in West Newbury is contributing to the problem; (attached photo of cows in the reservoir was emailed to Paul S. by Newburyport last October).

On Tuesday I convened a meeting with Mike M., Paul S. and Mike G. to review Mike M's recent opinion (attached). Bob Janes also sat in.

A short time ago Newburyport delivered a cease & desist order on the property owner and farmer. I have referred the letter to the BOH and will provide an update once we know when they will take this up. No BOS action needed, just keeping you apprised.

Thanks,

Angus

Angus Jennings, Town Manager

Town of West Newbury

Town Office Building

381 Main Street

West Newbury, MA 01985

(978) 363-1100 x111

townmanager@wnewbury.org

From: Michael McCarron <mmccarron@wnewbury.org>

Sent: Thursday, August 20, 2020 3:31 PM

To: Town Manager <townmanager@wnewbury.org>

Subject: BOH and public water supply

I attach a short memo and appendix regarding the jurisdiction of the local board of health to issue orders regarding protection of public water supplies.

Michael P. McCarron

Town Clerk

Town of West Newbury

381 Main Street

West Newbury, MA 01985

Tel 978-363-1100 ext 110



August 27, 2020

Amy E. Kwesell
akwesell@k-plaw.com

SERVED BY SHERIFF AND
CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Mr. Bruce Colby
37 Pine Hill Road
Newburyport, MA 01950

Re: City of Newburyport – Cease and Desist Order
Trespass and Possible Contamination of the Artichoke Reservoir

Dear Mr. Colby:

This firm serves as City Solicitor for the City of Newburyport (the “City”). The City has informed me that you continue to allow your cattle to trespass on City property (land under the Artichoke Reservoir) which likely has resulted in the contamination of a Public Water Supply (“PWS”). The Artichoke Reservoir provides drinking water to over 22,000 people in the City and in the Towns of Newbury and West Newbury. Therefore, this is a very serious matter which requires your immediate attention.

Pursuant to G.L. c. 40, §39G, the City is entitled to triple damages in the event your cattle contaminate the PWS. Section 39G of Chapter 40 provides:

“[w]hoever wilfully or wantonly corrupts, pollutes or diverts any of the waters taken or held under said sections thirty-nine A to thirty-nine E [public drinking water supply, including reservoirs], inclusive, or injures any structure, work or other property owned, held or used by a town under the authority and for the purposes of said sections, shall forfeit and pay to said town three times the amount of damages assessed therefor, to be recovered in an action of tort....”

The City has observed your cattle wading in the reservoir and creating conditions, which have corrupted or polluted the City’s drinking water, for which actions the City may bring action and seek damages as specified in the statute as quoted above. Additionally, the City will seek injunctive relief for the trespass on City property by your cattle.

You are hereby required to cease the unpermitted trespass by your cattle and install fencing or a barricade that will prevent your cattle from accessing the Artichoke Reservoir. In the event that your cattle is observed in the Reservoir or fencing has not been installed within ten (10) business days after service of this Cease and Desist Order, the City will initiate litigation to compel compliance. Should the City initiate such action, it shall seek an appropriate order of the court regarding the restraint of your cattle as well as damages, costs, and fees to the maximum extent allowable by law.

Mr. Bruce Colby
August 27, 2020
Page 2

In addition to the above-required actions, the City requires that you provide a timeline within ten (10) business days of your receipt of this letter for preparing a nutrient management and stormwater pollution prevention plan (“SWPPP”) to address runoff from the farmland adjacent to the Upper Artichoke Reservoir. The SWPPP must be submitted for review to both the City and West Newbury by October 1, 2020 so that it can be approved and implemented before next year’s bloom season (July-September).

Please be aware that there are technical assistance resources available with respect to the SWPPP as well as monetary assistance to farmers from the United States Department of Agriculture Natural Resources Conservation Service (“NRCS”). We have provided contact information below for staff at NRCS who can help you identify resources to address the water supply pollution concerns. In order to preserve the valuable water supply of the Artichoke Reservoirs, it is imperative that these steps be taken to prevent future contamination.

Mr. Dan L. Wright
State Conservationist
NRCS – Amherst, MA



Mr. Bob Purcell
NRCS – Holden, MA



This is a serious legal matter and you may wish to seek advice from your attorney forthwith. Please be mindful of the specific deadlines laid out above, and respond directly to me in this regard.

Your prompt attention to this matter is anticipated.

Very truly yours,

Amy E. Kwesell

AEK/smm

cc: Mayor
West Newbury Town Manager (by electronic mail only)
Ms. Heather D. Caron, Trustee (by certified mail)
Mr. Richard L. Hayden, Trustee (by certified mail)
Mr. Gordon Hayden, Trustee (by certified mail)

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