



**Town of West Newbury
Select Board
Monday, September 20, 2021 @ 5:00pm**
381 Main Street, Town Office Building
www.wnewbury.org

RECEIVED
TOWN CLERK
WEST NEWBURY, MA
2021 SEP 16 PM 5:00

AGENDA

Executive Session: 5:00pm in the 1910 Building, 381 Main Street, First Floor Conference Room

- ❖ MGL Ch. 30A §21(a) 1: To discuss complaints against a public officer, employee, staff member or individual;
- ❖ 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 (*request for accrued vacation carry-forward; Planning Department FY22 wages/staffing; review draft: employer self-evaluation of pay practices per MGL Ch. 151B*);
- ❖ MGL Ch. 30A §21(a) 6: To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body (*Dole Place*);
- ❖ MGL Ch. 30A §21(a) 7: To comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements (*Middle Street Bridge MOU with Newburyport*).

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

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

Announcements:

- This meeting is being broadcast on local cable TV and recorded for rebroadcast on the local cable channels and on the internet. Meeting also accessible by remote participation; instructions below.
- Health Department Urges Residents to Take Precautions After West Nile Virus Case Reported in Essex County
- Call for volunteers: Climate Change Resiliency Committee, Finance Committee, Conservation Commission, etc.
- Reminder to subscribe for emailed Town news/announcements at <https://www.wnewbury.org/subscribe>

Regular Business

- A. Requests for Special Event Permit: Harborside Half Marathon and 5K, Nov. 21 – *Loco Sports*
- B. Ch. 61A Notice of Intent to Sell and Right of First Refusal for property at 34 Ash Street
- C. Discussion of parking options for Coffin Street property, incl. potential parking on/off of Cortland Lane – *Essex County Greenbelt*
- D. Discussion of COVID protocols for Town buildings incl. Library – review/updates
- E. Review date, time and location for fall Special Town Meeting
- F. Review of Warrant Articles for fall Special Town Meeting, and Board recommendations; update regarding Finance Committee and Capital Improvements Committee reviews
- G. Update on resident input received regarding Soldiers & Sailors Building; discussion of next steps
- H. Consideration of potential changes to propose to Personnel Policy (re internal posting/hiring policy)
- I. Discussion of potential employee wage and staffing survey
- J. Report on recent staff and Committee member site walk along River Road; next steps
- K. Request for authorization to pursue Green Communities Grant, Fall 2021 grant round
- L. Discussion of Select request for “letter of commitment” re potential add’l solar at Page School site
- M. Review of updated FY22 schedule for recognition of holiday dates
- N. Discussion of Select Board meeting schedule, remainder of calendar year 2021

Town Manager Updates

- O. Update on FY21 Audit
- P. FY21 Free Cash certification
- Q. Receipt of OPEB Actuarial Report, FY21
- R. Updated Business Certificate form and fees – *James Blatchford, Town Clerk*
- S. Recent correspondence to Boards/Commissions/Committees re required trainings/acknowledgements
- T. Correspondence received re draft Stormwater Bylaw; update on work toward Stormwater Regulations
- U. Follow up meeting assignments; and placing items for future agendas

Addendum to Meeting Notice regarding Remote Participation

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

Zoom Meeting

Phone: (646) 558 8656
Meeting ID: 892 3946 3780
Passcode: 532926

Join at <https://us06web.zoom.us/j/89239463780?pwd=MmlyOTAySmhjVkrXdkpPZ1k5UTNJZz09>
Every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post on the West Newbury website an audio or video recording of proceedings as soon as practicable after the meeting.

West Newbury Health Department Urges Residents to Take Precautions After West Nile Virus Case Reported in Essex County

WEST NEWBURY – The Board of Health and Health Agent Paul Sevigny wish to share that the [Massachusetts Department of Public Health](#) has announced cases of West Nile virus in Essex County and Middlesex County, and offer the following tips to keep residents safe.

No case of WNV has been reported in the Town of West Newbury.

Mosquitoes are most prevalent from May to August, but remain active until the first time temperatures fall below freezing. According to the [Massachusetts Department of Public Health](#), mosquito bites in the state typically result in skin irritation and itching. However, serious diseases including West Nile virus and Eastern Equine Encephalitis (EEE) are also spread by mosquitoes in rare instances. These viruses can cause illness ranging from a mild fever to more serious disease like encephalitis or meningitis.

EEE was first detected in the state in 1938. The most recent outbreak, which began in 2019, included 12 cases with six fatalities, and the outbreak continued into 2020 with five cases resulting in one fatality.

West Nile virus was first detected in the United States in 1999. Since the majority of those exposed to West Nile virus have no symptoms, it's difficult to identify exactly how many people have been infected. Only those who develop severe illnesses with West Nile virus are often reported.

The Town of West Newbury encourages residents to follow these tips provided by the DPH:

- Use insect repellent with DEET any time you are outdoors. Be sure to follow the application directions on the label.
- Be aware of peak mosquito hours, which are generally from dusk to dawn. Residents who are ages 50 and older, or those who are immunocompromised, should limit outdoor activities from dusk to dawn.
- Wear protective clothing when outdoors during peak mosquito hours such as long sleeves, long pants, high socks, hats with netting to cover the face, and any other clothing that will cover exposed skin.
- Use mosquito netting around baby carriages or child playpens when your baby is outdoors.
- Make sure screens are repaired and are tightly attached to doors and windows.
- Remove standing water from places such as puddles, ditches, bird baths and gutters, which are breeding grounds for mosquitoes.

The Town of West Newbury also wishes to share the following tips from the Centers for Disease Control and Prevention:

- Apply sunscreen first and insect repellent second.
- Do not apply insect repellent on the skin beneath clothing.
- Consider buying permethrin-treated clothing and gear, or using permethrin to treat your clothing and gear. Do not use permethrin products directly on skin.
- Use an indoor insect fogger or indoor insect spray to kill mosquitoes and treat areas where they rest. Always follow label instructions.
- To prevent mosquito bites when traveling overseas, choose a hotel or lodging with air conditioning or screens on windows and doors, or sleep under a mosquito bed net if you are outside or in a room that does not have screens.

Parents, guardians and caregivers of babies and children are advised:

- Dress children in long layers to cover their arms and legs.
- Use mosquito netting to cover strollers and baby carriers outdoors.
- When using insect repellent on a child, follow instructions on the label and never use products that contain oil of lemon eucalyptus or para-menthane-diol on children under 3 years old.
- NEVER apply insect repellent on a child's hands, eyes, mouth, cuts, or irritated skin. To apply insect repellent to a child's face, carefully spray it onto your hands and apply it to the skin.

Massachusetts DPH risk maps may be found [here](#).

More CDC prevention tips may be found [here](#).

Special Event Application Checklist

A

- ✓ Submit your **Special Events Permit Application** (with all maps, diagrams and attachments as required) and **Use of Facilities Form** (where applicable) at least 60 days before the event,
- ✓ Provide a Schedule of Events along with a Site Plan which addresses:
- ✓ The location of the event on the property - See Map
- ✓ For road or walk race, a detailed map of the route - See Map
- ✓ Features and attractions N/A
- ✓ Participant circulation - See Map
- ✓ Proposed parking including how you will handle overflow parking - See Appendix
- ✓ Any proposed road closures - See Appendix
- ✓ Location of trash receptacles and dumpsters - See Appendix
- ✓ Location of temporary toilet facilities - See Appendix
- ✓ Accessible routes for the disabled - N/A
- ✓ Locations, size and number of any tents, trailers or temporary structures -N/A
- ✓ Location, size, and description of any signage or banners - See Appendix
- ✓ 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.
- ✓ 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.
- ✓ 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.

I/we agree and hold harmless and/or indemnify the said Town of West Newbury against any and all claims or liabilities for personal injury or property damage arising out of use of said property.

— Michael St. Laurent — September 10, 2021
Individually/Authorized Signature for Group Date

Chief of Police's Signature: _____ Date: _____

Requests and comments:

Fire Chief's Signature: _____ Date: _____

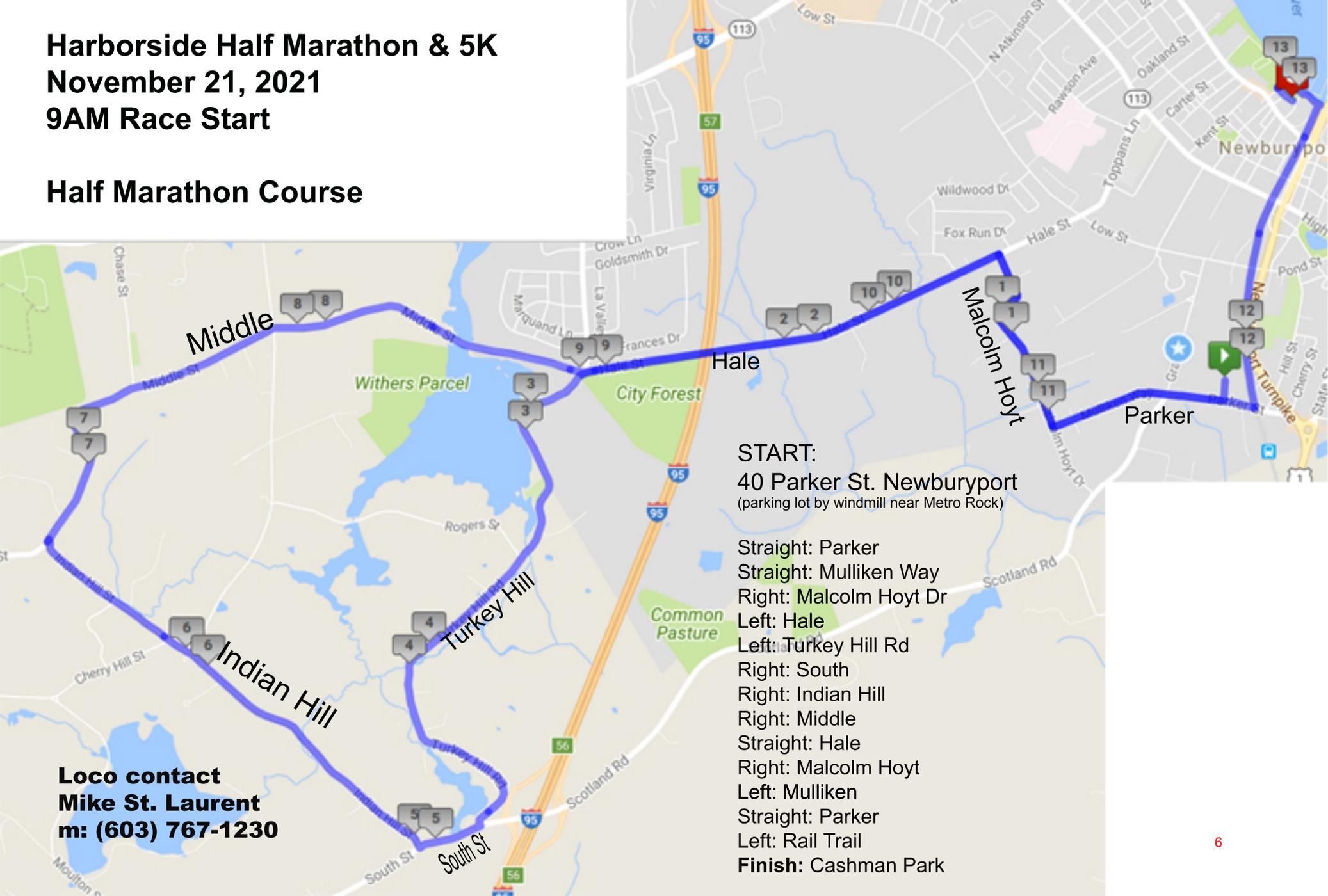
Requests and comments:

Approval granted if signed here by Selectmen:

Harborside Half Marathon & 5K

November 21, 2021
9AM Race Start

Half Marathon Course



Loco contact
Mike St. Laurent
m: (603) 767-1230

Appendix

Loco Sports November 21, 2021 road race – Special Event Permit

General – the event is a half marathon road race that starts and finishes in Newburyport, with approximately 5 miles of the route taking place on W. Newbury roads. We have previewed the route with the W. Newbury Police Department. Any EMS services deemed necessary within the town will be addressed with the W. Newbury Fire Department. No food will be served along the route and the event organizer will provide the specified certificate of insurance at least 10 days before the event.

Parking – none required except water stop crew, roadside along Indian Hill Rd as indicated on map.

Road Closures – none. Slight delays (under 5 minutes) may occur during heaviest runner traffic along the route timeline.

Trash receptacles – water stop crew will manage used cups and energy gel paks with hand-held bags offered to runners and will monitor and clean roadway post event. Small trash buckets will be placed at mile #7 & 8 marker signs. Race crew then race directors conduct post-race reconnaissance, looking for any stray event-related trash along the route.

Temporary toilet facilities – one or two units may be placed in the vicinity of the water stop. These units would be delivered on the Friday before and removed the Monday after the event.

Signage – public announcement signs (18" x 24") including impact timeframe are installed around the route earlier in the week before the event, removed immediately after the event. Directional arrows, mile marker A-frame signs and, as needed, runner instruction signs are installed the morning of the event, pre-race, and removed immediately after the event.

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

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

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

August 17, 2021

By Hand Delivery

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

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

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

Dear Board Members:

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

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

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

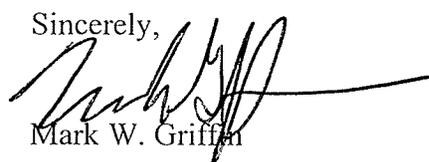
Proposed use: The proposed use of the land is for a single-family dwelling.

Chapter 61A

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

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

Thank you for your prompt consideration of this matter.

Sincerely,

Mark W. Griffin

Enclosures

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

EXHIBIT A

EXHIBIT B

Patricia A. Kelly Trustee

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

STANDARD PURCHASE AND SALE AGREEMENT (#503)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Inspections/Survey:

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

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

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

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

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

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

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

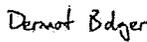
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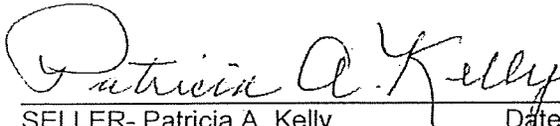
instrument; sets forth the entire agreement between the parties; is binding upon and is intended to benefit the BUYER and SELLER and each of their respective heirs, devisees, executors, administrators, successors and assigns; and may be canceled, modified or amended only by a written agreement executed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

23. Additional Provisions.

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

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

DocuSigned by:

 102410CF38E740E...
 BUYER- Dermot Bolger _____ Date


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

BUYER _____ Date

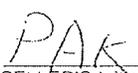
SELLER- _____ Date

BUYER _____ Date

SELLER _____ Date

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

ESCROW AGENT or representative _____ Date

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Seller's Addendum to Purchase and Sale Agreement

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

1. From and after the date of this Agreement, SELLER agrees to permit BUYER and its designees, reasonable access, at reasonable times, to the said Premises. Said right of access shall be exercised only in the presence of SELLER or its agent, and only after reasonable prior notice to the SELLER and with SELLER's prior consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Under no such circumstance shall the BUYER or any designee of the BUYER be allowed to make any sort of alteration to the Premises during their access, without the prior written consent of the SELLER. In consideration of the foregoing, BUYER agrees to indemnify, defend and hold harmless the SELLER from any and all costs (including reasonable attorney's fees), damages and claims for damage to property or persons caused by BUYER or BUYER's agent(s) while on the Premises or as a result of BUYER or BUYER's agent(s) being on the Premises unless caused by SELLER's gross negligence, intentional misconduct, or was a pre-existing condition at the Premises. BUYER's indemnification herein shall be in addition to, and not in any way limited by the deposit amounts held pursuant to this Agreement. Such access shall be limited to four (4) visits, not including the final walkthrough. This indemnity shall survive the Closing and delivery of the deed hereunder, or termination of this Agreement.

2. BUYER represents and agrees that BUYER has been provided ample opportunity to conduct any and all inspections of the Premises desired by the BUYER, including, without limitation, mechanical, structural, utility systems, septic systems, pest, termite, lead paint, asbestos, radon, mold and any hazardous chemicals, materials or substances being conveyed with the Premises as provided in this Agreement, and that BUYER accepts the Premises "AS IS" (as of the time of BUYER's inspection), reasonable use and wear thereof excepted, and is not relying upon any representations of the SELLER or SELLER's agents regarding the Premises (structural or otherwise), including, without limitation, as to the character, quality, use, value, quantity or condition of the Premises, except as expressly set forth herein. BUYER has assumed the responsibility to check with appropriate planning authorities (including, but not limited to, zoning boards, planning boards, building inspectors, rent control boards and housing authorities), and unless otherwise set forth herein, holds SELLER harmless as to the suitability of the Premises for BUYER's occupancy or the completeness or status of any work done or uncompleted on the Premises. Any statements which may have previously been made by the SELLER, including without limitation in any realtor's/broker's questionnaire or so-called "Seller's Disclosure Statement" or property listing information, if any, are specifically hereby voided and are superseded by this Agreement unless expressly set forth herein. BUYER further acknowledges and agrees that this provision has been specifically negotiated between SELLER and BUYER, that BUYER has been represented by counsel in said negotiation, and that SELLER would not enter into this Agreement but for the inclusion of this acknowledgement and disclaimer herein. This paragraph survives the

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

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

In the case of the Buyer:

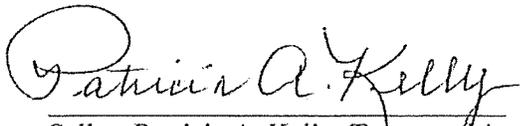
Jonathan M. Ofilos, Esq.
Tinti & Navins, P.C.
27 Congress Street, Suite 414
Salem, MA 01970
Phone: 978-745-8065 xt. 115
Fax: 978-745-3369
Email: jofilos@tintinavins.com

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

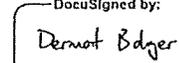
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in this Rider, the terms of this Rider shall control.

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



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

DocuSigned by:


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Buyer- Dermot Bolger

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

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

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

DATE OF AGREEMENT: August 4, 2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

40. Representations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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BUYER’s Initials

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

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

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

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

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

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

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SELLER's Initials

SELLER's Initials

DB

BUYER's Initials

BUYER's Initials

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

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

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

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

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BUYER’S Initials

BUYER’S Initials

7 | P & S Rider A
34 Ash Street, West Newbury, MA
August 4, 2021

Executed on the date first written above.

SELLER:

28 ASH STREET TRUST

Patricia A. Kelly
By: _____

Name: Patricia A. Kelly
Its: Trustee

BUYER:

DERMOT BOLGER

Dermot Bolger
dotloop verified
08/06/21 1:27 PM EDT
8LGI-MATM-FEST-EVGE

Dermot Bolger, Individually

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SELLER's Initials

BUYER's Initials

BUYER's Initials

9 | P&S Rider A
34 Ash Street, West Newbury, MA
August 4, 2021

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

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

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

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

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

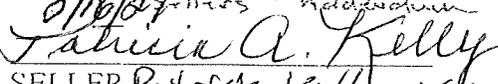
a) The land with any and all buildings thereon known as 34 Ash Street, West Newbury, MA 01985, as shown as Lot D on a plan entitled, "Plan of Land for Twenty-Eight Ash Street Trust, Ash Street, West Newbury, Massachusetts, Map R-9, Lots 9, 10, & 12" dated August 5, 2005 and prepared by Mill River Consulting,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

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

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


BUYER Dermot Bolger by his

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


SELLER Patricia Kelly, Trustee

Dated: 8/17/21

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

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

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

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

Town of West Newbury
Select Board

Name:

Name:

Name:

Commonwealth of Massachusetts

County of Essex

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

Notary Public
My Commission Expires:

Commonwealth of Massachusetts

County of Essex

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

Notary Public
My Commission Expires:

Commonwealth of Massachusetts

County of Essex

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

Notary Public
My Commission Expires:

Town Manager

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

Mark,

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

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

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

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

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

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

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

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

Thanks,
Angus

Town Manager

From: Leah Zambarnardi
Sent: Thursday, September 9, 2021 4:00 PM
To: Town Manager
Subject: Planning Board Recommendation - 34 Ash Street Right of First Refusal

Hi Angus:

At the Planning Board meeting on September 7, 2021, Board Members considered whether there is sufficient value in the above-referenced lot to recommend that the Select Board exercise the Town's right of first refusal. Board Members did not see reason for taking such action, and at the conclusion of the discussion members voted unanimously to recommend that the Select Board not exercise the Town's Right of First Refusal.

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

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

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

Town Manager

From: Conservation
Sent: Wednesday, September 15, 2021 2:22 AM
To: Town Manager
Subject: Re: Notice of Intent to Sell 34 Ash Street

Hi Angus,

I understood that the SelectBoard had already voted on this so it was discussed at the ConComm Monday as something already done, but we all agreed that the Town should not exercise its right of first refusal.

Judy

From: Town Manager <townmanager@wnewbury.org>
Sent: Tuesday, September 14, 2021 11:19 AM
To: John Dodge [REDACTED]; Patricia Reeser [REDACTED]; Gary Roberts [REDACTED]; Bob Janes [REDACTED]; Jack Foley [REDACTED]; Brad Buschur [REDACTED]
Cc: Mike Gootee <mgootee@wnewbury.org>; Leah Zambenardi <lzambenardi@wnewbury.org>; Conservation <conservation@wnewbury.org>; Christian Kuhn <chief.assessor@wnewbury.org>
Subject: RE: Notice of Intent to Sell 34 Ash Street

Hi,

I believe that you each received, either directly (from the landowner's counsel) or from my office, the attached Notice of Intent to sell.

Under the Procedure for Chapter Land Right of First Refusals, the timeline for comment from Town Entities has passed. The only comment that I've received is from the Planning Board, which voted on 9/7 to not recommend acting on the Right of First Refusal.

If any other Town Entities do have comment on this Notice, or have an upcoming meeting scheduled to consider this matter, please let me know at your first opportunity. The Select Board may take up action on this as early as next Monday, 9/20, unless they receive comments suggesting a need to wait.

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: Finance Admin <finance.admin@wnewbury.org>
Sent: Wednesday, August 18, 2021 9:33 AM
To: John Dodge [REDACTED]; Patricia Reeser [REDACTED]; Gary Roberts [REDACTED]; Bob Janes [REDACTED]

Town Manager

From: Christian Kuhn
Sent: Tuesday, September 14, 2021 11:45 AM
To: Town Manager
Subject: RE: Notice of Intent to Sell 34 Ash Street

The BoA met on the 8th and came to the conclusion that they had no input on this matter.

Christian Kuhn
Chief Assessor
Town of West Newbury
381 Main Street
West Newbury, MA 01985
978-363-1100 x116

From: Town Manager <townmanager@wnewbury.org>
Sent: Tuesday, September 14, 2021 11:19 AM
To: John Dodge [REDACTED]; Patricia Reeser [REDACTED]; Gary Roberts
[REDACTED] Bob Janes
[REDACTED] Jack Foley [REDACTED] Brad Buschur

Cc: Mike Gootee <mgootee@wnewbury.org>; Leah Zambenardi <lzambenardi@wnewbury.org>; Conservation <conservation@wnewbury.org>; Christian Kuhn <chief.assessor@wnewbury.org>
Subject: RE: Notice of Intent to Sell 34 Ash Street

Hi,

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If any other Town Entities do have comment on this Notice, or have an upcoming meeting scheduled to consider this matter, please let me know at your first opportunity. The Select Board may take up action on this as early as next Monday, 9/20, unless they receive comments suggesting a need to wait.

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: Finance Admin <finance.admin@wnewbury.org>
Sent: Wednesday, August 18, 2021 9:33 AM

To: John Dodge [REDACTED]; Patricia Reeser [REDACTED] Gary Roberts

[REDACTED] Bob Janes [REDACTED]

[REDACTED]; Jack Foley [REDACTED]

Cc: Town Manager <townmanager@wnewbury.org>; Mike Gootee <mgootee@wnewbury.org>

Subject: Notice of Intent to Sell 34 Ash Street

Hello,

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

Best,

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

Town Manager

From: Vanessa Johnson-Hall [REDACTED]
Sent: Thursday, September 16, 2021 2:47 PM
To: DPW Director; Town Manager
Cc: Dave Rimmer; Mike Carbone
Subject: Cortland Lane Parking for Coffin St Conservation Project

Dear Angus and Wayne,

Thank you for coming out this morning to discuss the feasibility of creating parking at the end of Cortland Lane. My understanding from our site visit is that it is feasible to install two parking spaces in the existing Town-owned land, pending surveys by the adjacent landowners confirming the corners of the Town's land as it abuts Cortland Lane. I understand that if the adjacent landowners do not wish to have a pull-in parking area constructed off of Cortland Lane, that the Town would create designated parking spaces on Cortland Lane itself.

If a pull-off parking area is constructed, my understanding is that Wayne said that the DPW could undertake any necessary tree removal (for trees less than 8" DBH), grass removal, grading and graveling of the parking spaces.

Greenbelt would then be responsible for fencing the parking area (typically split-rail), signage, and creating the trail connection to the Coffin Street Conservation Project area.

If the Select Board votes affirmatively to approve these Cortland Lane parking options in concept, then Greenbelt will relinquish the right it has under our Purchase & Sale Agreement with Save Our Wetlands, LLC, to construct parking off of Coffin Street.

Best regards,
Vanessa

Vanessa Johnson-Hall
Assistant Director of Land Conservation
Essex County Greenbelt Association
P.O. Box 1026
82 Eastern Avenue
Essex, MA 01929



www.ecga.org



Greenbelt
Essex County's Land Trust

Town Manager

From: Town Manager
Sent: Thursday, September 9, 2021 1:20 PM
To: Rick Parker - Selectman (rparker@wnewbury.org); David Archibald; Wendy Reed (wreed@wnewbury.org)
Cc: dpwdirector@wnewbury.org; Vanessa Johnson-Hall [REDACTED]; John Dodge; Town Clerk
Subject: FW: Cortland Lane Parking

Greenbelt with John Dodge (representing OSC) has scheduled a Cortland Lane site visit next Thursday 9/16 at 10am. Wayne and I will attend. If any of you wish to join that would be fine, just let me know; if 2 (or more) plan to join we would want to post the site visit.

The goal is to review the surveyor's field markings, and talk over what layout/configuration may make sense for an off-street parking area off the cul-de-sac.

Following on the site visit, I'd then be reporting back to the Select Board re recommendations on the parking area/site access at your subsequent mtg on 9/20 at/after 7pm (timing TBD based on agenda, and order of items as set by Chair). No action would be requested of the Board that night; it would be an informational update, and opportunity for questions and discussion. At a subsequent Board mtg (could be 10/4, 10/18 or another date), the Board would be asked to authorize the work (as required since it would be within a public right-of-way). (Greenbelt is looking to firm up these details sooner than later). I expect the Board members may have some of the same questions neighbors may have: re size, construction materials, etc. (The parking would not be lighted).

No work would begin until spring 2022, at the earliest. Too soon to say, and discussions are ongoing re what would be done by Greenbelt, the Town (DPW), or potentially a contractor.

I have provided notice to one of the direct abutters John Neal, and through him am working to get notice out to other neighbors. Once a date is set for a Board vote, I would intend to send mailed notice to Cortland Lane abutters, but for now we're just looking to get the word out since people may see us on site next Thursday morning and wonder what's going on.

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: John Dodge [REDACTED]
Sent: Wednesday, September 8, 2021 9:56 AM
To: Vanessa Johnson-Hall [REDACTED]
Cc: Town Manager <townmanager@wnewbury.org>; DPW Director <dpwdirector@wnewbury.org>
Subject: Re: Cortland Lane Parking

It's on my calendar for the 16th, 10 a.m. at the end of Cortland Lane.

On Tue, Sep 7, 2021 at 12:27 PM Vanessa Johnson-Hall [REDACTED] wrote:

Dear Angus and Wayne,

I'm happy to schedule a site walk this week. I'm available tomorrow afternoon, Thursday, or Friday between 12-2. I'm also available next week the morning of Thursday Sept. 16 or Friday the 17th.

Under our Purchase & Sale Agreement with the landowners, we have until January, but because we did not apply for a state grant for the property's purchase, we'd like to try to close by the end of this year. To that end, the sooner we can verify where the parking can go, the better.

Best,
Vanessa

On Tue, Aug 24, 2021 at 1:00 PM Town Manager <townmanager@wnewbury.org> wrote:

Vanessa, when you're back in town after Labor Day please contact Wayne to set up a time to take a look on site. What is driving the September timeline to determine parking, is that part of the P&S? Thanks

Angus Jennings, Town Manager

Town of West Newbury

Town Office Building

381 Main Street

West Newbury, MA 01985

(978) 363-1100 x111

townmanager@wnewbury.org

From: Vanessa Johnson-Hall [REDACTED]
Sent: Monday, August 16, 2021 10:57 AM
To: Town Manager <townmanager@wnewbury.org>
Cc: John Dodge [REDACTED]
Subject: Cortland Lane Parking

Hi Angus,

The surveyors for the 28 Coffin project did flag the approximate corners of the "L" owned by the City that is the paper continuation of Cortland Lane. It appears that a portion of that corridor is across some area maintained as lawn by 15 Cortland Lane, as well as that utility island, but there still appears to be ample space for a 2-acre pull-in parking lot. Do you want to arrange a visit with the DPW to confirm that this will work? We have only the month of September to make a final determination.

I'm available this week Wednesday or Thursday (except 10-11 Thursday), but then on vacation through Labor Day. I don't necessarily need to be present at the meeting.

Thank you,

Vanessa

--

Vanessa Johnson-Hall
Assistant Director of Land Conservation
Essex County Greenbelt Association

P.O. Box 1026

82 Eastern Avenue
Essex, MA 01929


www.ecga.org

Town Manager

From: Vanessa Johnson-Hall [REDACTED]
Sent: Friday, September 17, 2021 9:20 AM
To: DPW Director
Cc: Dave Rimmer; Mike Carbone; Town Manager
Subject: Re: Cortland Lane Parking for Coffin St Conservation Project

That sketch looks fine, Wayne, although you may want to note that the assessor's boundary lines are not accurate, and the parking lot will in fact be entirely within the Town's land (not on the neighbor's land, as the assessor's lines indicate). The boundary lines are to be verified by the boundary surveys the adjacent neighbors are undertaking.

I still haven't heard from the neighbor we didn't meet.

Vanessa

On Fri, Sep 17, 2021 at 8:35 AM DPW Director <dpwdirector@wnewbury.org> wrote:

Vanessa,

Please see the attached sketch showing the proposed parking off Cortland Lane. I did place a note about a HP parking space - if during the design a HP space cannot be install on the gravel area, then it would be marked on the roadway. Our ADA coordinator and I will review in greater detail once the official design / engineering is submitted.

Thanks,

Wayne

From: Vanessa Johnson-Hall [REDACTED]
Sent: Thursday, September 16, 2021 2:47 PM
To: DPW Director <dpwdirector@wnewbury.org>; Town Manager <townmanager@wnewbury.org>
Cc: Dave Rimmer [REDACTED]; Mike Carbone [REDACTED]
Subject: Cortland Lane Parking for Coffin St Conservation Project

Dear Angus and Wayne,

Thank you for coming out this morning to discuss the feasibility of creating parking at the end of Cortland Lane. My understanding from our site visit is that it is feasible to install two parking spaces in the existing Town-owned land, pending surveys by the adjacent landowners confirming the corners of the Town's land as it abuts Cortland Lane. I

understand that if the adjacent landowners do not wish to have a pull-in parking area constructed off of Cortland Lane, that the Town would create designated parking spaces on Cortland Lane itself.

If a pull-off parking area is constructed, my understanding is that Wayne said that the DPW could undertake any necessary tree removal (for trees less than 8" DBH), grass removal, grading and graveling of the parking spaces.

Greenbelt would then be responsible for fencing the parking area (typically split-rail), signage, and creating the trail connection to the Coffin Street Conservation Project area.

If the Select Board votes affirmatively to approve these Cortland Lane parking options in concept, then Greenbelt will relinquish the right it has under our Purchase & Sale Agreement with Save Our Wetlands, LLC, to construct parking off of Coffin Street.

Best regards,

Vanessa

Vanessa Johnson-Hall
Assistant Director of Land Conservation
Essex County Greenbelt Association

P.O. Box 1026

82 Eastern Avenue
Essex, MA 01929



www.ecga.org



GREENBELT - CORTLAND LANE TRAIL PARKING OFF-ROAD LOCATION

Town of West Newbury

9/17/2021



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

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

* MAY NEED TO BE 2' TO 4' WIDER DUE TO ADA PARKING ISSUE
THIS WILL BE ADDRESSED DURING THE DESIGN/ENGINEERING PROCESS.

9-17-2021



Town Manager

From: Paul Sevigny
Sent: Monday, September 13, 2021 12:01 PM
To: Town Hall All
Subject: Covid Protocol
Attachments: quarantine-isolation.pdf

As we continue to see COVID cases rising throughout our Town and region, I would like to remind employees that the CDC guidance should be followed. Please use the guidelines provided until further notice.

[Interim Public Health Recommendations for Fully Vaccinated People | CDC](#)

<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>

The close contact definition has not changed. To be a close contact you need to be within 6' of an infected person for a cumulative of 15 minutes over a 24-hour period. **With that said, there is no reason why anyone in this building should be a close contact to a colleague.** If you feel that someone is getting into your personal space, then take the initiative and remove yourself from the situation.

A fully vaccinated person who is a close contact does not need to stay out of work. See CDC recommendation below.

“Added a recommendation for fully vaccinated people who have come into [close contact](#) with someone with suspected or confirmed COVID-19 to be tested 3-5 days after exposure, and to wear a mask in public indoor settings for 14 days or until they receive a negative test result”

I have attached the Quarantine & Isolation requirements. There are exemptions for K-12 schools as well as for vaccinated individuals, please read over completely. If you have any questions, please let me know.

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



COVID-19

To maximize protection from the Delta variant and prevent possibly spreading it to others, get vaccinated as soon as you can and wear a mask indoors in public if you are in an area of substantial or high transmission.

Quarantine and Isolation

Updated July 29, 2021

[Print](#)

Quarantine vs. Isolation

- You **quarantine** when you might have been exposed to the virus.
- You **isolate** when you have been infected with the virus, even if you don't have symptoms.

For Health Departments

For detailed CDC recommendations for public health agencies on the duration of quarantine, see [Science Brief: Options to Reduce Quarantine](#).

Quarantine

Quarantine if you have been in close contact (within 6 feet of someone for a cumulative total of 15 minutes or more over a 24-hour period) with someone who has COVID-19, unless you have been fully vaccinated. People who are fully vaccinated do NOT need to quarantine after contact with someone who had COVID-19 unless they have symptoms. However, fully vaccinated people should get tested 3-5 days after their exposure, even if they don't have symptoms and wear a mask indoors in public for 14 days following exposure or until their test result is negative.

What to do

- Stay home for 14 days after your last contact with a person who has COVID-19.
- Watch for fever (100.4°F), cough, shortness of breath, or other symptoms of COVID-19.
- If possible, stay away from people you live with, especially people who are at higher risk for getting very sick from COVID-19.

After quarantine

- Watch for symptoms until 14 days after exposure.
- If you have symptoms, immediately self-isolate and contact your local public health authority or healthcare provider.

You may be able to shorten your quarantine

Your local public health authorities make the final decisions about how long quarantine should last, based on local conditions and needs. Follow the recommendations of your local public health department if you need to quarantine. Options they will consider include stopping quarantine

- After day 10 without testing
- After day 7 after receiving a negative test result (test must occur on day 5 or later)

Isolation

Isolation is used to separate people infected with COVID-19 from those who are not infected.

People who are in isolation should stay home until it's safe for them to be around others. At home, anyone sick or infected should separate from others, stay in a specific "sick room" or area, and use a separate bathroom (if available).

What to do

- Monitor your symptoms. If you have an emergency warning sign (including trouble breathing), seek emergency medical care immediately.
- Stay in a separate room from other household members, if possible.
- Use a separate bathroom, if possible.
- Avoid contact with other members of the household and pets.
- Don't share personal household items, like cups, towels, and utensils.
- Wear a mask when around other people if able.

Learn more about what to do if you are sick and how to notify your contacts.

When You Can be Around Others After You Had or Likely Had COVID-19

Most people do not require testing to decide when they can be around others; however, if your healthcare provider recommends testing, they will let you know when you can resume being around others based on your test results.

For Anyone Who Has Been Around a Person with COVID-19

Anyone who has had close contact with someone with COVID-19 should stay home for 14 days **after their last exposure** to that person.

However, anyone who has had close contact with someone with COVID-19 and who meets the following criteria does **NOT** need to stay home.

- Someone who has been fully vaccinated and shows no symptoms of COVID-19. However, fully vaccinated people should get tested 3-5 days after their exposure, even if they don't have symptoms and wear a mask indoors in public for 14 days following exposure or until their test result is negative.

Or

- Someone who has COVID-19 illness within the previous 3 months **and**
- Has recovered **and**
- Remains without COVID-19 symptoms (for example, cough, shortness of breath)

I think or know I had COVID-19, and I had symptoms

You can be around others after:

- 10 days since symptoms first appeared **and**
- 24 hours with no fever without the use of fever-reducing medications **and**
- Other symptoms of COVID-19 are improving*

- Other symptoms of COVID-19 are improving

**Loss of taste and smell may persist for weeks or months after recovery and need not delay the end of isolation*

Note that these recommendations **do not** apply to people with severe COVID-19 or with weakened immune systems (immunocompromised).

I tested positive for COVID-19 but had no symptoms

If you continue to have no symptoms, you can be with others after 10 days have passed since you had a positive viral test for COVID-19.

If you develop symptoms after testing positive, follow the guidance above for “I think or know I had COVID-19, and I had symptoms.”

I was severely ill with COVID-19 or have a weakened immune system (immunocompromised) caused by a health condition or medication.

People who are severely ill with COVID-19 might need to stay home longer than 10 days and up to 20 days after symptoms first appeared. People with weakened immune systems may require testing to determine when they can be around others. Talk to your healthcare provider for more information. Your healthcare provider will let you know if you can resume being around other people based on the results of your testing.

People who are immunocompromised should be counseled about the potential for reduced immune responses to COVID-19 vaccines and the need to continue to follow current prevention measures (including wearing a mask, staying 6 feet apart from others they don't live with, and avoiding crowds and poorly ventilated indoor spaces) to protect themselves against COVID-19 until advised otherwise by their healthcare provider. Close contacts of immunocompromised people should also be encouraged to be vaccinated against COVID-19 to help protect these people.

For Healthcare Professionals

If you are a healthcare professional who thinks or knows you had COVID-19, you should follow the same recommendations listed above for when you can resume being around others outside the workplace. When you can return to work depends on different factors and situations. For information on when you can return to work, see the following:

Criteria for Return to Work for Healthcare Personnel with SARS-CoV-2 Infection (Interim Guidance)

Digital Resources

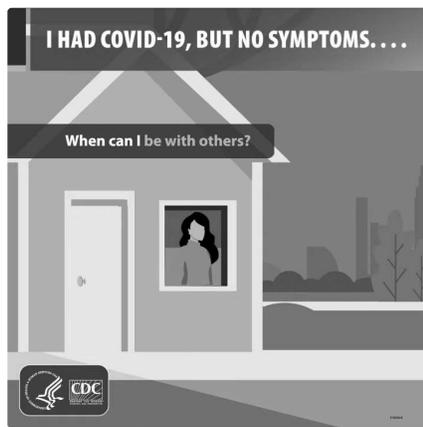


I Think or Know I had COVID-19, and I had Symptoms. When can I be Around Others?

If you have or think you might have COVID-19, it is important to stay home and away from others. When you can be around others depends on different factors for different situations.

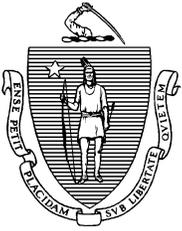
I Think or Know I had COVID-19, but I had No Symptoms. When can I be Around Others?

If you have or think you might have COVID-19, it is important to stay home and away from others. When you can be around others depends on different factors for different situations.



What's the difference between quarantine and isolation?

Last Updated July 29, 2021



The Commonwealth of Massachusetts
 Executive Office of Health and Human Services
 Department of Public Health
 Bureau of Infectious Disease and Laboratory Sciences
 305 South Street, Jamaica Plain, MA 02130

CHARLES D. BAKER
 Governor

KARYN E. POLITO
 Lieutenant Governor

MARYLOU SUDDERS
 Secretary

MONICA BHAREL, MD, MPH
 Commissioner

Tel: 617-624-6000
www.mass.gov/dph

**Information and Guidance for
 Persons in Isolation due to COVID-19**

You are required to isolate (separate yourself) from other people because you have been diagnosed as a confirmed case of infection with 2019 Novel (new) Coronavirus (COVID-19) or because you had a high-risk exposure to COVID-19 and now have symptoms.

COVID-19 is caused by a virus. It is spread through respiratory secretions (mucous and droplets from coughs and sneezes) from an infected person and can cause serious illness such as pneumonia (lung infection), and in some rare cases, death.

You must remain in isolation until a public health authority (the Massachusetts Department of Public Health or your local Board of Health) tells you can leave your home. A public health authority will confirm that you may leave your home once the risk of infecting others is determined to be low. For most patients, this period of required isolation will last approximately 10 days, but may be longer if your symptoms persist.

During the isolation period, you may not have visitors in the location where you are isolating. If you must share living quarters with another person, then that person will be subject to quarantine. If someone in your home is a young child, pregnant, immunocompromised, or has a chronic heart, liver, lung, or kidney condition, or is over 65 years of age, that person is at particular risk if they have contact with you during isolation. If anyone you have contact with fits this description, please discuss this with your local board of health or the Massachusetts Department of public health so that steps may be taken to protect these individuals.

Your local Board of Health and the Massachusetts Department of Public Health will work with you to identify anybody, including household members, who are considered to have been exposed and will make required quarantine recommendations.

This information sheet provides you with information about what *to do* and *not to do* while you are in isolation. If you have questions after reading this, you can call your local Board of Health, or the Massachusetts Department of Public Health which is available 24/7 at 617-983-6800.

While you are in isolation you should follow these instructions:

1. Do not leave your home except for urgent medical care. If you must leave your home for urgent medical care, wear a mask, such as a cloth or surgical mask. If not available try to maintain a distance of six feet from others; when this is not possible, limit your time being closer to people to five minutes or less. Call the healthcare provider before you go and tell them that you have COVID-19 infection. For the protection of others, you should use a personal car or call an ambulance to travel to your healthcare provider. **Do not take public transportation, ride shares (e.g. Uber or Lyft), or taxis under any circumstance.**
2. Wear a mask, such as a cloth or surgical mask, if you must be in contact with another person. If not available try to maintain a distance of six feet from others; when this is not possible, limit your time being closer to people to five minutes or less.
3. Do not have visitors in your home.
4. If possible, other people should not be living in your home while you are in isolation there.
5. Do not share a bedroom or bathroom with anyone else.
6. Do not share towels or bed sheets/blankets with other people.
7. Wash your laundry separately from the laundry of other people.
8. Do not share eating or drinking utensils with other people. Wash utensils normally in a dishwasher or by hand with warm water and soap.
9. Cover your mouth and nose when coughing or sneezing and throw tissues away in a lined waste container. Then wash your hands.
10. Wash your hands often with soap and water for at least 20 seconds. If soap and water are not available use an alcohol-based hand sanitizer that contains at least 60% alcohol.

Anyone you have to come in contact with in your household should:

1. Remain aware of their health and watch themselves for:
 - a. A fever (temperature over 100.3 degrees). They should take their temperature in the morning and at night.
 - b. Other symptoms such as a cough, difficulty breathing, shortness of breath, chills, stiff or sore muscles, headache, or diarrhea.
2. Wash hands often with soap and water for at least 20 seconds. If soap and water are not available they should use an alcohol-based hand sanitizer that contains at least 60% alcohol.
3. Wear a mask, such as a cloth or surgical mask, when they are in close contact with you. If not available try to maintain a distance of six feet from others; when this is not possible, limit your time being closer to people to five minutes or less. They should be careful to only touch the parts of the mask that go around the ears or behind the head. Do not touch the front of the mask. They should wash their hands immediately with soap and water after taking the mask off.
4. Wear disposable gloves if they need to have direct contact with your body fluids (saliva/spit, mucous, urine, feces, vomit) or handle your dirty laundry. Remove the gloves carefully without touching the outside of the gloves, throw the gloves away, and wash their hands with soap and water or an alcohol-based hand rub.

If anyone in your household develops any of these symptoms, contact the local health department or the Massachusetts Department of Public Health at the phone numbers below.

If they need to seek medical care, they should call their healthcare provider before they go and tell them they may have been exposed to COVID-19.

Other advice to keep your germs from spreading:

1. Your gloves, tissues, masks, and other trash should be put in a bag, tied closed, and put with other household trash.
2. Your laundry may be done in a standard washing machine using warm water and detergent. Bleach may be used but is not needed. Do not shake out the dirty laundry and avoid having the dirty laundry touch anyone’s skin or clothing.
3. Surfaces in the home that you touch or that become dirty with your body fluids (saliva/spit, mucous, urine, feces, vomit) should be cleaned and disinfected with a household disinfectant according to the directions on the label. Wear gloves when cleaning.
4. Your bathroom should be cleaned every day using a household disinfectant according to the directions on the label. Wear gloves when cleaning.

How long should you follow these instructions?

You will need to remain isolated for as long as it is possible for you to spread the infection to others. A public health authority (MDPH or your local board of health) will be in contact with you and will tell you when you can stop isolating yourself. For most patients, the required isolation period is 10 days, but may be longer if your symptoms persist, if you develop severe illness requiring hospitalization or are immune compromised.

Questions?

Please call your healthcare provider, your local board of health or the Massachusetts Department of Public Health with any questions.

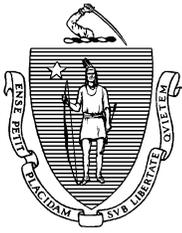
1. **Your Healthcare Provider Name:** _____
Phone Number: _____
2. **Your local board of health (Town/City):** _____
Contact Person & Phone Number: _____
3. **Massachusetts Department of Public Health: On Call Epidemiologist**
Phone: (617) 983-6800 (7 days per week/24 hours per day)

Thank you for your active cooperation in keeping yourself, your family, and your community healthy and safe.

Date provided to patient: _____

Provided by (name): _____

Additional instructions or fact sheets may be attached as applicable.



The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
Bureau of Infectious Disease and Laboratory Sciences
305 South Street, Jamaica Plain, MA 02130

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

**Information and Guidance for Persons
in Quarantine due to COVID-19**

MARYLOU SUDDERS
Secretary

MARGRET R. COOKE
Acting Commissioner

Tel: 617-624-6000
www.mass.gov/dph

You are required to quarantine (separate yourself) from other people because you have been exposed to the 2019 Novel (New) Coronavirus (SARS-CoV2) the virus that causes COVID-19. If you have COVID-19, you could spread it to people around you and make them sick. Please note that individuals who had COVID-19 in the last 90 days (from day of symptom onset or day of first positive test if asymptomatic), AND individuals who have received either two doses of the Moderna or Pfizer COVID-19 vaccines or a single dose of the Janssen COVID-19 vaccine, at least 14 days ago, are not required to quarantine following an exposure.

Even if you are not required to quarantine because you are fully vaccinated or because you have had COVID-19 in the last 90 days, you should still monitor for symptoms of COVID-19 for 14 days following an exposure. If you experience symptoms, separate yourself from others, seek testing, and contact your healthcare provider.

The virus is spread through respiratory secretions (mucous and droplets from coughing, sneezing and breathing) from an infected person. Many people can have the virus without ever showing any symptoms, however, it can cause serious illness such as pneumonia (lung infection), and in some rare cases, death. If you are infected, it is possible to spread the virus to others even if you don't have any symptoms.

This information sheet provides you with information about what *to do* and *not to do* while you are in quarantine. If you have questions after reading this, you can call your local Board of Health, or the Massachusetts Department of Public Health which is available 24/7 at 617-983-6800.

During your quarantine period, you must not have visitors in your home. The other people who live in your home can continue to do their normal activities as long as they are not in contact with you, as described further below, and have not been identified as a close contact and put into quarantine. If you test positive for COVID-19 and someone has come into contact with you, that person will likely need to be quarantined.

¹ Based on observational and published data, and recent modeling work conducted by the Centers for Disease Control and Prevention, if shortened quarantine periods result in increased compliance with contact tracing and adherence to quarantine recommendations, the small risk that someone may develop COVID-19 after a shortened strict quarantine period is outweighed by the expected benefit of reduced transmission from the increased cooperation.

How long must you Quarantine?

The possible incubation period for COVID-19 is still 14 days although the majority of cases have incubation periods of fewer than 10 days¹. You will need to remain quarantined consistent with one of the quarantine options below:

OPTIONS	CRITERIA	ACTIVE MONITORING	RESIDUAL RISK
7 days of strict quarantine	<p><u>Release on Day 8 IF:</u></p> <ul style="list-style-type: none"> • A test (either PCR or Abbott BinaxNOW antigen) taken on Day 5 or later is negative; AND • The individual has not experienced any symptoms up to that point; AND • The individual conducts active monitoring through Day 14 	<p>Individual must actively monitor symptoms and take temperature once daily. IF even mild symptoms develop or the individual has a temperature of 100.0 F, they must immediately self-isolate, contact the public health authority overseeing their quarantine and get tested.</p>	<p>Approximately 5% residual risk of disease development</p>
10 days of strict quarantine	<p><u>Release on Day 11 IF:</u></p> <ul style="list-style-type: none"> • The individual has not experienced any symptoms up to that point; AND • The individual conducts active monitoring through Day 14. • No test is necessary under this option 	<p>Individual must actively monitor symptoms and take temperature once daily. IF even mild symptoms develop or the individual has a temperature of 100.0 F, they must immediately self-isolate, contact the public health authority overseeing their quarantine and get tested.</p>	<p>Approximately 1% residual risk of disease development</p>
14 days of strict quarantine	<p><u>Release on Day 15 IF:</u></p> <ul style="list-style-type: none"> • The individual has experienced ANY symptoms during the quarantine period EVEN if they have a negative COVID-19 test; OR • The individual indicates they are unwilling or unable to conduct active monitoring. 	<p>No additional active monitoring required</p>	<p>Maximal risk reduction</p>

While you are in quarantine you should follow these instructions:

1. Do not leave your home except for urgent medical care. If you must leave your home for urgent medical care, wear a mask, such as a cloth mask, or a surgical mask if one is available. Call the healthcare provider before you go and tell them that you are quarantined due to COVID-19 exposure. For the protection of others, you should **not take public transportation, ride shares (e.g. Uber or Lyft), or taxis to get to your healthcare provider.**
2. Wear a mask, such as a cloth mask, or a surgical mask if one is available, if you must be in contact with other people. Maintain a distance of six feet from others; when this

- is not possible, limit your time being closer to people to five minutes or less.
3. Do not have any visitors in your home.
 4. Maintain six feet of distance from other people in your home. If absolutely necessary, have one person help you and do not have contact with other people in your home. Wear a mask, such as a cloth mask, or a surgical mask if one is available, when in the same room as that person. In addition, try to maintain a distance of six feet from others; when this is not possible, limit your time being closer to people to five minutes or less.
 5. If at all possible, use a separate bedroom and bathroom. Do not share towels or bed sheets/blankets with other people in your home. If you have to use a bathroom that other people use, make sure to wipe down all touched surfaces with a disinfectant after every use.
 6. Do not share eating or drinking utensils. Wash utensils normally in a dishwasher or by hand with warm water and soap.
 7. Cover your mouth and nose with a tissue when coughing or sneezing and throw tissues away in a lined waste container. Then wash your hands.
 8. Wash your hands frequently using soap and water for at least 20 seconds each time you wash. If soap and water are not available, use an alcohol-based hand sanitizer that contains at least 60% alcohol.

Anyone you have to come in contact with (including anyone in your home) should:

1. Wash their hands with soap and water for at least 20 seconds often. If soap and water are not available, they should use an alcohol-based hand sanitizer that contains at least 60% alcohol.
2. Wear a mask, such as a cloth mask, or a surgical mask if one is available. They should be careful to only touch the parts of the mask that go around the ears or behind the head. Do not touch the front of the mask. They should wash their hands immediately after taking the mask off. In addition, they should try to maintain a distance of six feet from you; when this is not possible, limit their time being closer to you to five minutes or less.
3. Wear disposable gloves if they have to have direct contact with your body fluids (saliva/spit, mucous, urine, feces, vomit) or handle your dirty laundry. Remove the gloves carefully without touching the outside of the gloves, throw the gloves away, and wash their hands with soap and water or an alcohol-based hand rub.

Anyone you have to come in contact with (including anyone in your home) should remain aware of their health and watch themselves for:

- a fever (temperature over 100.0 degrees). They should take their temperature in the morning and at night.
- other symptoms such as a cough, difficulty breathing, shortness of breath, chills, muscle or body aches, fatigue, sore throat, headache, congestion or runny nose, new onset loss of taste or smell, nausea or vomiting, or diarrhea.

If anyone you came into contact with has any of these symptoms, they should go [get tested](#) and then stay home while they wait for results. If they need to seek medical care, they should call their healthcare provider before they go and tell them that they may have been exposed to COVID-19.

Other advice to keep your germs from spreading:

1. Your disposable gloves, tissues, masks and other trash should be put in a bag, tied closed, and put with other household trash.
2. Your laundry may be done in a standard washing machine using warm water and detergent. Bleach may be used but is not needed. Do not shake out the dirty laundry.
3. Surfaces in the home that you touch or that become dirty with your body fluids (saliva/spit, mucous, urine, feces, vomit) should be cleaned and disinfected with a household disinfectant according to the label directions. Wear gloves while cleaning.
4. Your bathroom should be cleaned every day using a household disinfectant according to the directions on the label. Wear gloves while cleaning.

Questions?

Please call your healthcare provider, your local board of health or the Massachusetts Department of Public Health with any questions.

1. Your healthcare provider

Name: _____

Phone number: _____ OR

2. Your local board of health (Town/City)

Town or City: _____

Contact Person: _____

Phone number: _____ OR

3. The Massachusetts Department of Public Health

On-call Epidemiologist

Phone: (617) 983-6800 (7 days per week/24 hours per day)

Thank you for your active cooperation in keeping yourself, your family, and your community healthy and safe.

Date provided to quarantined individual: _____

Provided by (name): _____

Any other specific instructions may be written in here or attached with additional sheets (the attachment of additional sheets should be noted here):

Town Manager

From: Corinn Flaherty <cflaherty@westnewburylibrary.org>
Sent: Wednesday, September 15, 2021 4:24 PM
To: Paul Sevigny
Cc: Town Manager
Subject: Re: Covid policy

Thanks, Paul, this is very helpful.

Corinn Flaherty

Director
G.A.R. Memorial Library
490 Main Street
West Newbury, MA 01985
978-363-1105

From: Paul Sevigny <psevigny@wnewbury.org>
Sent: Wednesday, September 15, 2021 9:29 AM
To: Corinn Flaherty <cflaherty@westnewburylibrary.org>
Cc: Town Manager <townmanager@wnewbury.org>
Subject: RE: Covid policy

The Abbott BinaxNow antigen test is also acceptable to go back to work. I have attached some most recent documents. Yes fully vaccinated people who have no symptoms can return to work, but should wear a mask. Yes, with the library being a separate entity, there is no harm in having a more restrictive return to work protocol. I would encourage that staff be kept 6' from one another to prevent close contacts within the work place itself.

A fully vaccinated person who is a close contact does not need to stay out of work. See CDC recommendation below.

“Added a recommendation for fully vaccinated people who have come into [close contact](#) with someone with suspected or confirmed COVID-19 to be tested 3-5 days after exposure, and to wear a mask in public indoor settings for 14 days or until they receive a negative test result”

As you can see the isolation guidance has not changed with vaccinations, but the quarantine guidance has.

From: Corinn Flaherty <cflaherty@westnewburylibrary.org>
Sent: Tuesday, September 14, 2021 6:57 PM
To: Paul Sevigny <psevigny@wnewbury.org>
Cc: Town Manager <townmanager@wnewbury.org>
Subject: Covid policy

Hi Paul and Angus,

I want to have a policy in place for what to do in the event a staff member tests positive/has an exposure. Multiple libraries in the consortium have already been dealing with this scenario. I've prepared a draft policy and wanted to know if you would both:

Please look it over and tell me if I am incorrect in any of the protocol
Please clarify anything in red

I've not shared this with the Trustees yet, but will mention it in our meeting tonight.

Thanks,
Corinn

Corinn Flaherty

Director
G.A.R. Memorial Library
490 Main Street
West Newbury, MA 01985
978-363-1105

G.A.R. Memorial Library COVID-19 Return to Work Policy

Due to the ever-changing nature of the pandemic, these protocols are subject to change and will be updated according to the latest CDC recommendations.

Protocol for employees who exhibit or experience symptoms:

In general, any employee who experiences symptoms should stay home and contact their primary care physician and get tested **as soon as possible with a PCR test (is there a waiting period before getting tested and is PCR still the only acceptable test?)** to determine appropriate actions.

Protocol and procedures for an employee who tests positive:

If an employee is diagnosed with COVID-19 they may not return to work until they have completed the required isolation protocols as listed below, or according to written approval from a physician. **(What is the policy regarding benefit time for required time out while waiting for results and if testing positive? I would like to include that info here)**

Positive case with symptoms: Return to work is, at the earliest, 10 days from symptom onset. The employee must be at least 10 days from when symptoms started and fever free with no fever reducing medication for 72 hours and have overall improvement of other symptoms.

Positive case with NO Symptoms: Return to work is at the earliest 10 days from test date. The employee must be at least 10 days from when they were tested. If they develop symptoms while isolating, the 10 day period resets and begins from when the symptoms started. In addition, they need to be fever free with no fever reducing medication for 72 hours AND have overall improvement of other symptoms.

Protocol for employees who have had exposure to someone with COVID-19:

For the purposes of our protocols, we will use the CDC definition of close contact, which is as follows:

Someone who was within 6 feet of an infected person (laboratory-confirmed) for a cumulative total of 15 minutes or more over a 24-hour period (for example, three individual 5-minute exposures for a total of 15 minutes).

Exposure with symptoms: Employees who have had close contact in the last 14 days with someone with a confirmed case of COVID-19 should arrange for testing **immediately (?)** and may not return to work until they have received a **negative test result (PCR?)**.

Exposure with NO symptoms*: Employees who have had close contact in the last 14 days with someone with a confirmed case of COVID-19 should arrange for testing

immediately (?) If the employee is eligible to work from home and there is enough staff coverage to allow the employee to work from home while awaiting test results, they should do so. If work circumstances require an employee in this category to return to work before they receive a negative result, they may do so only with the approval of the Library Director.

Travel Guidelines

Because guidance has changed frequently during the course of the pandemic, our policy will be to adhere to the most up-to-date guidance issued by the Centers for Disease Control (CDC), unless more stringent mandates are issued by the Commonwealth of Massachusetts.

If you plan to travel, please familiarize yourself with the guidelines for domestic and international travel here:

<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>

***NOTE:** Current CDC guidance says that people who are fully vaccinated do not need to quarantine after contact with someone who has COVID-19 unless they are exhibiting symptoms. **However, we will implement a more conservative protocol whenever possible due to our small staff size and the fact that many staff live with and/or care for family members who are vulnerable or immune compromised.**

Town Manager

From: Town Manager
Sent: Wednesday, September 15, 2021 1:40 PM
To: Wendy Reed
Subject: RE: covid files

I think we should comply. I would normally refer this to Paul to take the lead on, but if you have a good template/head start perhaps that would be the shortest distance from Point A to Point B.

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: Wendy Reed <wreed@wnewbury.org>
Sent: Wednesday, September 15, 2021 1:37 PM
To: Town Manager <townmanager@wnewbury.org>
Subject: Fwd: covid files

These are the documents I mentioned. I would have thought municipalities would be excluded but it doesn't appear so. I could draft a plan pretty quickly if you think we should comply. I think it would help concerned staff to know that there are procedures in place to protect them.

Get [Outlook for iOS](#)

From: Wendy Reed [REDACTED]
Sent: Sunday, September 12, 2021 8:59:26 AM
To: Wendy Reed <wreed@wnewbury.org>
Subject: covid files

Massachusetts COVID-19 Workplace Safety Regulations

COVID-19 has created one of the worst worker health and safety crises in history. Since the beginning of the pandemic, workers on the frontlines – healthcare workers, first-responders, grocery store workers, public transit workers, and others – have been getting sick and dying from workplace exposure to SARS-CoV-2, the virus that causes COVID-19. Massachusetts COVID-19 Workplace Safety Regulations provide some protections for most workers in Massachusetts.

However, these workers are exempt from the regulations:

- Any health care facility or licensed health care provider
- Public and private elementary and secondary (K-12) schools
- Residential and day schools for special needs students
- Licensed, approved, or exempt childcare programs and any emergency childcare centers and emergency residential programs operating under emergency authorization
- Facilities operated by the Department of Correction or any Sheriff
- Facilities operated, contracted or licensed by the Department of Youth Services, Department of Mental Health, Department of Public Health, or the Department of Developmental Services
- Facilities that provide safe spaces for the unstably housed such as homeless and domestic violence shelters
- Any other facilities or workplaces that the Commissioner of Public Health has exempted in writing

Health and Safety Protections Provided by the Regulations:

There are many flaws with these regulations. Most notably, they do not address airborne aerosol transmission, which is one of the key ways that workers are exposed. Airborne aerosol transmission occurs when someone breathes air that contains live virus had exhaled by an infected person. On October 5, the Centers for Disease Control (CDC) updated its [guidance about how COVID-19 is spread](#) to affirm that the virus can be spread by airborne transmission. Still, it is important to understand your rights to protections that do exist.

Social Distancing: Your employer must establish protocols and provide signage to ensure that you can remain at least 6 feet apart from all other persons including workers, customers and vendors.

Face coverings: Your employer must require face coverings or masks for all workers. The regulations do not require that the masks be provided by your employer, however, the OSHA Personal Protective (PPE) Equipment standard requires that employers provide the appropriate PPE.

Handwashing: Your employer must provide opportunities for frequent hand-washing, adequate supplies to do so, and hand-washing capabilities throughout the workplace.

Cleaning and Disinfecting: Your employer must establish and maintain cleaning protocols “specific to the enterprise. Disinfection of all common surfaces must take place at intervals “appropriate to said workplace.” If a worker is diagnosed with COVID-19, cleaning and disinfecting must be performed.

Sanitation: Your employer must provide regular sanitization of high-touch areas, such as workstations, equipment, screens, doorknobs, and restrooms throughout the workplace. Note that sanitizing is generally a little gentler than disinfecting. So while sanitizing refers to lowering the number of germs to a safe level by either cleaning or disinfecting, disinfecting itself refers to killing nearly 100 percent of germs on surfaces or objects, according to the CDC.

Training: Your employer must provide training for workers regarding COVID-19 safety which includes at least: signs and symptoms of COVID-19; risk of asymptomatic spread of COVID-19; employee and employer requirements under the COVID-19 Workplace Safety Regulations, including sector specific standards (see below). Training must also include information on anti-retaliation protections. Your employer must document this training and it must be provided at no cost to the employee and during working hours.

Written Control: Your employer must create a COVID-19 “written control plan.” Massachusetts offers employers this [template](#), which is essentially a checklist that they are complying with regulations. However, employers can – and should – go beyond this basic checklist.

Return-to-Work Plan: Employers must also create a plan to address workers who become ill from COVID-19 at work and a return-to-work plan,

following guidance issued by the Massachusetts Department of Public Health found [here](#) on the Attorney General’s Website.

Notification of Positive Cases: If the employer is notified of any positive case at the workplace, the employer must immediately notify the Local Board of Health (LBoH) in the city or town where the workplace is located. Employers must cooperate with contact tracing and COVID-19 control instructions from the LBoH and the Department of Public Health or other designated public health authority. Department of Health guidance also requires that if an employee is confirmed to have COVID-19 infection, employers should inform fellow employees of their possible exposure to COVID-19 in the workplace but maintain confidentiality as required by the Americans with Disabilities Act (ADA).

Notices and Posters: Employers must post the Employer Guidance Poster and Employee Guidance posters that can be found in multiple languages [here](#). In addition, they must post any sector-specific required poster.

Sector-Specific Rules: In addition to these regulations, there are “[sector-specific rules](#)” for the sectors listed below. Were the COVID-19 Workplace Safety Rules conflict with the Sector-Specific Rules, the Sector-Specific Rules apply.

- arcades and other indoor and outdoor game and recreation businesses
- close contact personal services
- construction
- drive-in movie theaters
- driving and flight schools
- fitness centers and health clubs
- golf facilities
- indoor and outdoor events
- laboratories
- libraries
- manufacturing
- museums, cultural and historical facilities, and guided tours
- office spaces
- operators of lodgings
- places of worship
- restaurants
- retail businesses
- theaters and performance venues

What if my employer is not following these regulations?

Employers must self-certify that they are following these regulations by checking the boxes and hanging [this poster](#) where it will provide reasonable opportunity for all workers, customers and the public to read.

If you would like to report that your employer is not complying with these regulations or the sector-specific rules, contact the Local Board of Health (LBoH). Contact information for your Local Board of Health can be found [here](#).

You may also report non-compliance to the Department of Labor Standards (DLS) through their hotline (508) 616-0461 x 9488, by completing this [online form](#), or by sending an email to safepublicworkplacemailbox@mass.gov.

Inspections: When they receive a complaint, the department or the LBoH will review the complaint to determine if further action like an inspection is warranted. If the Department of Labor Standards or the Local Board of Health conduct an inspection, a representative of the employer and a representative authorized by the workers shall be given an opportunity to accompany an authorized inspector during the physical inspection of any workplace.

Penalties: Businesses that don't comply with these regulations can be issued a civil fine of up to \$300 per violation per day. However, the Department of Labor Standards or Local Boards of Health can issue a verbal or written warning prior to issuing a fine. The Department of Labor Standards can also issue a cease and desist letter, file an injunction to enforce compliance, or request the assistance of state and local law enforcement authorities if a compliance issue presents an immediate threat to health and safety or a risk of confrontation.

OSHA Regulations Provide Additional Protections:

The General Duty Clause, Section 5(a)(1) of the Occupational Safety and Health (OSH) Act of 1970, 29 USC 654(a)(1), requires employers to furnish to each worker "employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm."

OSHA's Personal Protective Equipment (PPE) standards (in general industry, 29 CFR 1910 Subpart I) require using gloves, eye and face

protection, and respiratory protection where needed. [Click here to read the full text](#) of the standards.

When respirators are necessary to protect workers or where employers require respirator use, employers must implement a comprehensive respiratory protection program in accordance with the [Respiratory Protection standard \(29 CFR 1910.134\)](#).

OSHA's Bloodborne Pathogens standard (29 CFR 1910.1030) applies to occupational exposure to human blood and other potentially infectious materials that typically do not include the kind of respiratory secretions that could transmit coronavirus. However, the provisions of the standard offer a framework that may help control some sources of the virus, including exposures to body fluids (e.g., respiratory secretions) not covered by the standard. See: www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.1030.

OSHA's Sanitation standard (29 CFR 1910.141 for general industry, and 1926.51 for construction) requires workplaces to have sufficient, sanitary bathrooms that are accessible and available to workers whenever necessary. An employer cannot forbid you from using the bathroom and cannot assign you so much work that you do not have time to use the bathroom. See: https://www.osha.gov/SLTC/restrooms_sanitation/

To report noncompliance with OSHA regulations, public sector workers should contact the Department of Labor Standards at (508) 616-0461 ext. 9488 or [online](#). Private sector workers should contact OSHA at (617) 565-9860 or [online](#).



TEMPLATE (PART 1 OF 2)

COVID-19 Control plan

All businesses in the state of MA must develop a written control plan outlining how its workplace will comply with the mandatory safety standards for operation in the COVID-19 reopening period. This template may be filled out to meet that requirement. Control plans **do not** need to be submitted for approval but must be kept on premise and made available in the case of an inspection or outbreak.

All individually listed businesses must complete a control plan, even if the business is part of a larger corporation or entity.

BUSINESS INFORMATION | please provide the following information

Business name: _____ Check if part of a larger corporation

Address: _____

Contact information (Owner/Manager): _____

Contact information (HR representative), if applicable: _____

Number of workers on-site: _____

SOCIAL DISTANCING | check the boxes to certify that you have:

Ensured that all persons, including employees, customers, and vendors remain at least six feet apart to the greatest extent possible, both inside and outside workplaces

Established protocols to ensure that employees can practice adequate social distancing

Posted signage for safe social distancing

Required face coverings or masks for all employees

Implemented additional procedures. Please describe them here: _____

HYGIENE PROTOCOLS | check the boxes to certify that you have:

Provided hand washing capabilities throughout the workplace

Ensured frequent hand washing by employees and provided adequate supplies to do so

Provided regular sanitization of high touch areas, such as workstations, equipment, screens, doorknobs, restrooms throughout work site

Implemented additional procedures. Please describe them here: _____



TEMPLATE (PART 2 OF 2)

COVID-19 Control plan

All businesses in the state of MA must develop a written control plan outlining how its workplace will comply with the mandatory safety standards for operation in the COVID-19 reopening period. This template may be filled out to meet that requirement. Control plans **do not** need to be submitted for approval but must be kept on premise and made available in the case of an inspection or outbreak.

All individually listed businesses must complete a control plan, even if the business is part of a larger corporation or entity.

STAFFING & OPERATIONS check the boxes to certify that you have: _____

Provided training for employees regarding the social distancing and hygiene protocols

Ensured employees who are displaying COVID-19-like symptoms do not report to work

Established a plan for employees getting ill from COVID-19 at work, and a return-to-work plan

Implemented additional procedures. Please describe them here: _____

CLEANING & DISINFECTING check the boxes to certify that you have: _____

Established and maintained cleaning protocols specific to the business

Ensured that when an active employee is diagnosed with COVID-19, cleaning and disinfecting is performed

Prepared to disinfect all common surfaces at intervals appropriate to said workplace

Implemented additional procedures. Please describe them here: _____

Important



In order to reopen your business, please complete and sign the following checklist once you have completed your COVID-19 Control Plan template

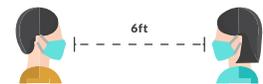
The following poster should be displayed in an area within the business premises that is visible to employees and visitors. Thank you for your efforts to get back to business while keeping Massachusetts safe

Welcome



Please know that we take our responsibility to keep Massachusetts safe very seriously. Be assured we have taken the following steps to comply with state mandatory safety standards for workplaces:

Workers are wearing face coverings and we've put social distancing measures in place



We provide hand washing capabilities and we are regularly sanitizing high-touch areas



Our staff has received training regarding social distancing and hygiene protocols



We have established thorough cleaning and disinfecting protocols



We ask you to do your part as well by wearing your face mask and maintaining social distance. Thanks—and we hope to see you again soon.

Signature

Town Manager

From: Town Manager
Sent: Wednesday, September 15, 2021 5:03 PM
To: Rick Parker - Selectman (rparker@wnewbury.org); David Archibald; Wendy Reed (wreed@wnewbury.org)
Cc: Town Clerk; Assistant Clerk; dpwdirector@wnewbury.org; Town Accountant; Jennifer Walsh (finance.admin@wnewbury.org); Annie Sterling (residents.admin@wnewbury.org)
Subject: Logistical problem with date/time/location for Special Town Mtg
Importance: High

Board,

There is a conflict with the location for STM on 10/23 in the morning. We got confirmation today that West Newbury Youth League already had the Bachelor Street fields booked for youth soccer that morning. They will have about 150 kids and parents cycling through over a series of sessions that morning, with as many of as 52 kids in one group, so not only will they use the fields, but they'll also rely on the Annex parking.

I'm sorry we hadn't seen this conflict earlier. I see four options, none ideal but any (I believe) possible:

- 1) Hold the date of 10/23, but shift the time to early afternoon. Hathaway (WNYL) estimates they'll be off the fields at 1:15, so perhaps 2pm.
- 2) Move the date to Sunday, 10/24. No uses are scheduled on Bachelor St fields that day. I do anticipate there'd be some amount of concern about scheduling Town Meeting on a Sunday.
- 3) Shift to evening of Monday, 10/25, with an indoor (Annex) Town Meeting. I have concerns that any voter could assert disenfranchisement if they did not feel safe in this setting.
- 4) Find a different outdoor location, such as field behind Page School. This would require logistical planning re seating, audio, etc.

All of above have some drawbacks, but unless anyone can think of another option, I think these are our options. We'll add this to the 9/20 agenda to revisit date/time/location for STM. Again, I'm sorry we didn't see this sooner.

Thanks,
Angus

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



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

Angus Jennings, Town Manager
978-363-1100, Ext. 111 Fax 978-363-1826
townmanager@wnewbury.org

TO: Select Board
FROM: Angus Jennings, Town Manager
DATE: September 18, 2021
RE: Status of review, STM Warrant Articles

At its meeting on September 16, the Finance Committee favorably recommended (each by a 4-0-1 vote with member Wegrzyn absent) the following proposed STM articles:

- 1.
2. Budget amendments
 - a. Increase in Special Counsel budget due to engagement of outside counsel KP Law
 - b. Reduction of Town Clerk salary/wages budget (salary reduced from Clerk/Counsel)
 - c. Increase budgeted wages for Conservation to carry total costs (with increased portion to be offset by revenues received from Merrimac pursuant to MOA)
 - d.
 - e. Reduction of Pentucket assessment due to amended school budget (adopted Aug. 2021)
 - f. Reduction of retirement assessment due to error in West Newbury initial assessment
- 3.
4. To broaden allowable uses for funds appropriated at May 2021 ATM to include allowance for use for seasonal flu vaccine clinics and to conduct COVID-19 contact tracing – BOH
- 5.
- 6.
- 7.
8. Funding for invasive species internship program, spring/summer 2022
9. Adoption of MGL Sec. 59, Sec. 8A re Farm Excise Tax
10. Adoption of MGL Sec. 59, Sec. 57A re combining low tax bills (amounts below \$100)
11. Adoption of MGL Sec. 33, Sec. 59 re employees serving in military (active or reserves)
12. Adoption of MGL Sec. 44, Sec. 55C to establish Affordable Housing Trust Fund
13. Funding for matching funds for Green Communities grant
- 14.
- 15.

Note: All are aware that article numbers shown may change prior to signing/posting STM Warrant.

The Capital Improvements Committee will meet on September 21 to review articles subject to its recommendation. Upon CIC action, the Finance Committee will meet again on September 23 to vote its recommendations on these CIC articles. At that time, it will also vote its recommendation regarding the complete package of proposed FY22 budget amendments, subject to what may be referred out of this Monday’s Select Board meeting. FinCom will not vote recommendations regarding the two proposed Bylaw amendments.

**TOWN OF WEST NEWBURY
COMMONWEALTH OF MASSACHUSETTS
WARRANT – SPECIAL TOWN MEETING
SATURDAY, OCTOBER 23, 2021 @ 9:30am**

Essex, ss.

To any of the Constables of the Town of West Newbury:

In the name of the Commonwealth, you are hereby required to notify and warn all the inhabitants of the Town of West Newbury, who are qualified to vote in the elections and Town affairs to meet outdoors behind the Town Annex (near the Bandstand), 379 Main Street, at 9:30 a.m. on Saturday, October 23, 2021 to act upon or take any other action relative to all of the following articles.

ARTICLE 1. To hear and act upon the reports of Town officers and committees. *By request of the Board of Selectmen.*

ARTICLE 2. To see if the Town will vote to amend Line Items:
7 – Special Counsel Legal Fees & Expenses;
8 – Town Clerk/Town Counsel Salary & Wages;
10 – Conservation Commission Salary & Wages, Expenses, Vehicle Allowance;
11 – Planning Board Salary & Wages;
23 – Pentucket Regional School Assessment;
37 – Essex County Retirement Fund, Regional Retirement Assessment;

as set forth in the Fiscal Year 2022 Town Omnibus Budget adopted under the Motion for Article 3 of the Annual Town Meeting on May 22, 2021 and vote to raise and appropriate a sum or sums of money as may be necessary to defray the expenses of the Town for Fiscal Year 2022. *By request of the Board of Selectmen.*

ARTICLE 3. To see if the town will vote to transfer from available funds the sum of \$____.00 to reduce the current year tax rate. *By request of the Board of Selectmen.*

ARTICLE 4. To see if the Town will amend the vote of the Town taken under Article 9 of the May 22, 2021 Special Town Meeting, which appropriated \$100,000.00 to fund unbudgeted costs associated with the operation and administration of public health clinics to administer the COVID-19 vaccine, to provide that such appropriation may also be used to fund unbudgeted costs associated with the operation and administration of public health clinics to administer seasonal flu vaccine and to conduct contact tracing for positive COVID-19 individuals. *By request of the Board of Health.*

ARTICLE 5. To see if the Town will vote to appropriate the sum of \$100,000.00 from the Water Enterprise Fund Free Cash for the engineering and design of approximately 7,700 linear

feet of new 8-inch diameter ductile iron water main on Church Street and Prospect Street. *By request of the Board of Water Commissioners.*

ARTICLE 6. To see if the town will vote to transfer the sum of \$47,000.00 from the Water Enterprise Fund Stabilization Account to purchase a ¾ ton 4WD pickup truck with plow, and to dispose of the existing pickup truck in accordance with Town policy for disposition of surplus property. *By request of the Board of Water Commissioners.*

ARTICLE 7. To see if the Town will transfer from available funds the sum of \$150,000.00 to purchase a new DPW backhoe to replace a 2010 John Deere backhoe with same or comparable equipment, and to dispose of the existing backhoe in accordance with Town policy for disposition of surplus property. *By request of the Board of Selectmen.*

ARTICLE 8. To see if the Town will vote to transfer from available funds the sum of \$8,000.00 for all costs and expenses pertaining to identifying, mapping and remediating invasive species on public lands in the Town of West Newbury, or take any other action relative thereto. *By request of the Climate Change Resiliency Committee.*

ARTICLE 9. To see if the Town will vote to accept Massachusetts General Laws Chapter 59, Section 8A to exempt any entity, not including corporations, engaged principally in an agricultural business, from taxation of their machinery, equipment, and livestock. *By request of the Board of Assessors.*

ARTICLE 10. To see if the Town will vote to accept Massachusetts General Laws Chapter 59, Section 57A to allow for a single notice of preliminary or actual real estate or personal property tax due for amounts not in excess of \$100.00, and if unpaid after the day of the first installment of the notice of preliminary tax or actual tax bill for the year is due, shall be subject to interest at the same rate and from the same date as any delinquent preliminary or actual tax first installment. *By request of the Board of Selectmen.*

ARTICLE 11. To see if the Town will vote to accept Massachusetts General Laws Chapter 33, Section 59 to allow Town employees who serve in the military to perform required military service without loss of seniority, accrued vacation leave, sick leave, compensation time, or earned overtime. *By request of the Board of Selectmen.*

ARTICLE 12. To see if the Town will vote to accept Massachusetts General Laws Chapter 44, Section 55C and to authorize the Board of Selectmen to establish a Trust, to be known as the West Newbury Affordable Housing Trust Fund, for the purpose of creating and preserving affordable housing in West Newbury for the benefit of low- and moderate-income households, and for the funding of community housing, or take any other action relative thereto. *By request of the Board of Selectmen.*

ARTICLE 13. To see if the Town will vote to transfer from available funds the sum of \$10,000.00 to provide matching funds upon award of a Green Communities grant in the FY22 grant round. *By request of the Board of Selectmen.*

ARTICLE 14. To see if the Town will vote to amend the West Newbury Zoning Bylaw to replace Section 5.D. Floodplain Overlay District, in compliance with the National Flood Insurance Program. *By request of the Planning Board.*

ARTICLE 15. To see if the Town will vote to amend the West Newbury Town Bylaws to adopt a new Section __ Stormwater Management Overlay District, in compliance with the MS4 (Municipal Separate Storm Sewer System) Post Construction Stormwater Management requirements and the Town of West Newbury’s MS4 General Permit [National Pollutant Discharge Elimination System (NPDES) Permit ID #: MAR041231, Town of West Newbury]. *By request of the Board of Selectmen.*

You are hereby directed to serve this warrant by posting attested copies thereof at least 14 days before the date of the Special Town Meeting, as provided within the Town Bylaws.

LOCATIONS TO POST WARRANT:

- Town Hall
- 1910 Town Office Building
- G.A.R. Memorial Library
- Post Office
- Laurel Grange

Hereof fail not to make due return of this warrant with your doings thereon at the time and place of holding said meeting.

Given under our hands this ____ day of _____, 2021.

BOARD OF SELECTMEN:

Richard G. Parker, Chairman

David W. Archibald

Wendy Reed

A true copy, Attested:

James Blatchford, Town Clerk



Town of West Newbury

381 Main Street

West Newbury, Massachusetts 01985

Angus Jennings, Town Manager

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

townmanager@wnewbury.org

TO: Finance Committee
 FROM: Angus Jennings, Town Manager
 DATE: September 14, 2021
 RE: Proposed FY22 Budget Amendments, Fall STM

The following amendments to the approved FY22 Budget are proposed:

Budget Section	Budget Line	Approved Budget	Proposed Increase (Decrease)	Revised Budget (if Amended)
7 Special Counsel	Legal Fees and Expenses	\$18,000	\$20,000	\$38,000
8 Town Clerk	Salary & Wages	\$156,793	(\$20,000)	\$136,793
10 Conservation	Salary & Wages	\$24,240	\$14,624	\$38,864
10 Conservation	Land Agent	\$7,129	(\$7,129)	\$0
10 Conservation	Expenses	\$2,710	\$3,600	\$6,310
10 Conservation	Vehicle Allowance	\$600	(\$600)	\$0
11 Planning	Salary & Wages	\$57,402	\$7,000	\$64,402
23 Education – Pentucket	Pentucket Reg. Sch. Assessment	\$7,336,342	(\$93,357)	\$7,242,985
37 Essex County Retirement Fund	Essex Regional Retirement Assessment	\$762,611	(\$31,178)	\$731,433
Combined Net Effect of Proposed Budget Amendments:			(\$107,040)	

The rationale for the proposed budget amendments is as follows:

Special Counsel

At the time that the FY22 budget was prepared and approved, the Town's legal counsel services were provided both in-house (Mike McCarron, who as Town Clerk/Counsel served as General Counsel), payable from the Town Clerk/Counsel line, with KP Law contracted for Special Counsel (incl. labor), payable from Special Counsel line. The Town received Mike's notice of retirement on May 24, 2021, shortly following Town Meeting. Since that time, the Town has contracted with KP Law to also provide General Counsel services. The proposed increase in this line of the operating budget is to account for anticipated increases in contracted (as opposed to in-house) legal costs.

Town Clerk

At the time that the FY22 budget was prepared and approved, the Town Clerk/Counsel budget was set based on the anticipated annual compensation of a full-time Town Clerk/Counsel (plus support staff

in that office). With Mike's retirement, the Town Clerk/Counsel position was changed to a Town Clerk position. The budgeted salary for the Town Clerk is lower than what had been budgeted for the Town Clerk/Counsel. We proposed to reduce the approved FY22 budget to reflect the updated amount. The revised amount continues to account for other personnel in that office.

Conservation

At the time that the FY22 budget was prepared and approved, the Conservation budget lines were based on the anticipated wage rate for the incumbent Conservation Agent Bert Comins. In early April, Bert provided notice that he had accepted another position elsewhere. Since that time, the Town (through the Select Board, and in consultation with the ConCom) has entered an Intermunicipal Agreement (IMA) with the Town of Merrimac to jointly hire a shared Conservation Agent (in order to combine what had been two separate part-time positions into a single full-time position). A new Agent was hired, and will begin work on Sept. 23rd.

Under the terms of the IMA, West Newbury will pay the employee their gross wages and benefits, then be reimbursed a proportional amount by the Town of Merrimac. In order to do so, the gross amount of wages (incl. Merrimac's share) needs to be included in the operating budget. (This will not hit the "bottom line" of the West Newbury tax rate, since revenues will be received from Merrimac to offset their portion of costs).

As part of the proposed changes, we are also proposing to incorporate the so-called "Land Agent" wages – which are included on a separate budget line in the approved budget – into the Conservation Agent salary & wages line. The Land Agent responsibilities are now formalized as part of the Agent's responsibilities. Also, by budgeting the two separate wage lines separately, it creates additional (and unnecessary) administrative work within each payroll cycle. Finally, the proposed changes remove the "auto allowance" line, which was not included in the offer letter for the new Agent (who will be able to submit for mileage reimbursement at IRS rates, rather than the \$50/month stipend paid previously). The \$600 currently budgeted for "auto allowance" is proposed for elimination, with the same amount added to the Expenses line to cover the new employee's mileage reimbursement.

Finally, the proposed FY22 expenses line of the Conservation budget is proposed to increase by \$3,000. This is because, during the period that the position has been vacant, the office has been covered by the former (retired) Conservation Agent, who was paid as a 1099 vendor (not as an employee). Because this amount – \$3,000 – was not paid as wages, it cannot be paid from the salary & wages line. This expense was not anticipated at the time the FY22 budget was proposed.

We proposed to adjust the approved FY22 budget to reflect the updated projected costs.

Planning

In August, the Planning Board submitted a request to the Select Board to increase the hourly wage rate for the Town Planner, and to increase the budgeted administrative support from 6 hrs/wk (approved budget) to 8 hrs/wk. **The Select Board has not yet voted its recommendation regarding whether to include these changes into the proposed FY22 budget amendments.** If these changes are included, the Finance Dept. has estimated that it would add about \$7,000 to the operating budget. It is expected that the Select Board may vote its recommendation regarding this item at its meeting on September 20th.

Education – Pentucket

The approved FY22 budget included the assessment received from Pentucket in May, 2021. Subsequent to that, the School Committee voted a revised assessment, reflected in the updated assessment dated August 18, 2021 (attached). We proposed to reduce the approved FY22 budget to reflect the updated amount.

Essex Regional Retirement

The approved FY22 budget included the assessment received from ERRS in December, 2020. Subsequent to that, our office identified an error in the assessment. In June, 2021 the ERRS Board voted a revised assessment, reflected in the updated assessment dated June 10, 2021 (attached). (Please note: the amounts in the ERRS letters do not line up with those in the operating budget because the total assessment includes both General Fund and Water Fund, whereas the portion paid by the General Fund is derived proportionally based on percentage share of pensionable earnings). We proposed to reduce the approved FY22 budget to reflect the updated amount.



Town of West Newbury

381 Main Street

West Newbury, Massachusetts 01985

Angus Jennings, Town Manager

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

townmanager@wnewbury.org

TO: Select Board
FROM: Angus Jennings, Town Manager
DATE: September 18, 2021
RE: Soldiers & Sailors Building

Monday's discussion is intended as an interim update. It is recommended that the Board schedule a future meeting date, such as October 18 or later, to discuss this topic more thoroughly, with broad advance notice to residents and outreach to interested parties. If the Town does not intend to go forward with borrowing, it will be advisable to bring an article to the Spring Town Meeting to rescind the \$1.25M borrowing authorization in order to remove this from our financial books. If this is proposed, Wayne and I recommend that it be done in conjunction with an affirmative proposal as to what the Town does propose to do on that site.

Town Manager

From: Selectboard
Sent: Monday, September 13, 2021 12:41 PM
To: Rick Parker; David Archibald; Wendy Reed
Cc: Town Manager
Subject: Fwd: Soldiers and Sailors Memorial

FYI

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From: Cheryl Knight [REDACTED]
Sent: Sunday, September 12, 2021 10:55 PM
To: Selectboard
Subject: Soldiers and Sailors Memorial

Dear Select Board Members,

This is in response to the information recently shared about the status of the Soldiers and Sailors Memorial. With bids for reconstruction coming in higher than anticipated, I'd like to weigh in on possible next steps.

I would support the option to spend a limited amount of money for partial repairs, specifically the \$850,000 suggested by Lynne Spencer of the architectural firm, to take care of some of the exterior and framing work, window and door preservation, etc. This would not only greatly improve the appearance of this beautiful building, this option would also take advantage of the Drake's Landing developer's commitment to build the parking lot, walkways, and provide additional plantings. While I understand this would put a strain on municipal employees, I wouldn't want to see the town miss the opportunity to have this developer contribute to the project.

I'm sure there is much to consider when deciding how to go forward. Thank you to all involved for your time, hard work and your consideration.

Best regards,

Cheryl Knight
[REDACTED]
West Newbury

Town Manager

From: Town Manager
Sent: Friday, September 10, 2021 3:07 PM
To: Rick Parker - Selectman (rparker@wnewbury.org); David Archibald; Wendy Reed (wreed@wnewbury.org)
Cc: dpwdirector@wnewbury.org
Subject: FW: Soldiers & Sailors

FYI

I told Jen we'd give this some thought and I'll plan to circle back w her further next week. Initially, it does not appear that the building meets the eligibility criteria (age/SF) for the particular grant she cites.

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

From: JENNIFER SOLIS [REDACTED]
Sent: Friday, September 10, 2021 2:22 PM
To: Town Manager <townmanager@wnewbury.org>
Subject: Soldiers & Sailors

Angus -- I just attended a seminar on behalf of the Pentucket Arts Foundation during which Jay Paget from MCC gave a presentation on its capital grant program for use and development of creative spaces. He spoke about a capital grant that can provide up to \$200K for acquisition, renovations, construction, feasibility, engineering, systems replacement etc. He said MCC is very eager to work with applicants and encouraged small non-profits to collaborate with local municipalities. I know it is a drop in the bucket relatively speaking but I wondered if there might be a way to tap this resource for the Soldiers & Sailors?

There are a few caveats, however:

The space must be around 125 years old or older --OR it has to be 50,000 sf.

This is a 1 to 1 matching grant

50% of the space must be dedicated to arts and culture. I think we could manage this in some combination of a few different ways such as:

A. if the interior walls were dedicated as a gallery for local artists/student artists
B. if the first floor (or a portion) were dedicated as a museum for WN's military memorabilia. (Bob Janes spoke previously about this idea.)
C. if a portion of the 2nd floor served as a meeting space for the Arts Foundation--(we currently hold our monthly meetings in the PRHS art room)
D. if the town chose to proceed with Kevin Bowe's digital technology proposal using PEG funds.

Some examples he gave of projects that MCC supported with its capital grants:

Hudson Cultural Alliance created from a state-owned armory

North Hampton Arts Trust --They created a performance space and art gallery out of an old lumber yard

Beyond Walls in Lynn was previously a GE machine shop

Manship Artist residencies and studios in Gloucester

The Makers Space in Lowell

It occurs to me that if MCC offers capital funding that might work for Soldiers & Sailors --then other funding organizations --such as NEA, etc--likely do as well. If you/the Select Board were interested in pursuing this concept, I could research further. The Foundation would be responsible for writings/submitting/overseeing the grant and the town would continue to manage the renovation project.

The deadline to apply for this cycle is Oct 20 which I think would be a bit quick to turn around --but perhaps the Spring or Fall cycle in 2022 (??)

Let me know your thoughts when you can, Jen

Jennifer Leonard-Solis
Co-Chair
Pentucket Arts Foundation
PO Box 254
West Newbury, MA 01985
www.pentucketarts.org



Town Manager

From: Selectboard
Sent: Tuesday, September 7, 2021 11:51 PM
To: Rick Parker; David Archibald
Cc: Town Manager
Subject: Fwd: Comments concerning next steps for Carr Post

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From: Elisa Grammer [REDACTED]
Sent: Monday, September 6, 2021 10:29:24 AM
To: Selectboard <selectboard@wnewbury.org>
Subject: Comments concerning next steps for Carr Post

Please accept these citizen comments concerning next steps for Carr Post, which--as expressly anticipated by some of us at Spring Town Meeting--bid in at costs exceeding budget.

I respectfully suggest that the Selectboard:

- Authorize no more than minimum actions to preserve the exterior from further decay and
- Invite Carr Post supporters to form a citizens' committee to develop a plan, fundraise, and take appropriate action. After their action plan is developed and approved by the Selectboard or Town vote, Town staff involvement could be restricted to as little as possible yet appropriate. The Page School Playground is a rough model for this

This matter places in high relief the question of priorities for use of Town staff resources, particularly insofar as 1) proactive planning and 2) cross-committee and department coordination seem not to be occurring due to scattershot "pressing" immediate issues like the Carr Post renovation.

To give one example that is certainly salient in the year 2021, the Town's climate preparedness MVP status was obtained by citizen volunteers, with minimal municipal staff support let alone leadership. Now, as the volunteer group continues this work, lack of any known staff support or even coordination, as well as lack of any integrated department and committee approach are major impediments going forward. To my knowledge, although both the proposed storm water management bylaws and flood zone overlay bylaws touch on climate change resilience, no effort was made to coordinate with the Climate Change Resiliency Committee--which had suggested resources about this.

Thanks for your consideration--

--
Elisa J. Grammer

[REDACTED]

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Town Manager

From: Selectboard
Sent: Thursday, September 2, 2021 11:21 AM
To: Rick Parker; David Archibald
Cc: Town Manager
Subject: Fwd: Error in Carr Post Article in the 9/2 Daily News

FYi

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From: Forbes C. Durey [REDACTED]
Sent: Thursday, September 2, 2021 10:54:50 AM
To: Town Manager <townmanager@wnewbury.org>; Selectboard <selectboard@wnewbury.org>; Gary Roberts [REDACTED]
Subject: Error in Carr Post Article in the 9/2 Daily News

Good Morning,

I'm attaching below a link to an article posted in today's (9/2/21) Daily News about the Carr Post renovation project. I believe the article contains a significant error. Residents passed Article #10 in the STM Fall 2019 Town Meeting which provides for \$1.5 million in funding for the project. The newspaper article erroneously attaches \$353,000 in future interest costs and makes them appear part of approved funding (see page 9 of Fincom's Fall 2019 Booklet. If this is correct, then the lower of the two bids recently received by The Town is 41% higher than funds allocated for project construction costs in 2019.

https://www.newburyportnews.com/news/local_news/restoration-bids-top-west-newbury-appropriation/article_941f186e-b1c1-50dc-8145-1d84cc463d8a.html?fbclid=IwAR1umm4BLxm9at5O_hzCz9gy9oLorXema8SEpm7vaaXXY1KNP50xuzAGYyU

In the event this project comes again before a future Town Meeting for additional funding, I ask the Select Board, Town Manager, and Finance Committee members to take note of Fincom Committee votes in 2019 AND 2015 with respect to this project and to re-read their rationales before making a decision on providing any additional funding.

Thank you for your time and attention.

Respectfully,

Forbes Durey
[REDACTED]



Town of West Newbury Select Board

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

Public Hearing Notice Amendment to the Personnel Policy Monday, October 4, 2021 @ 7pm

On September 7, 2021, the Select Board proposed an amendment to the Personnel Policy. Any proposed new, amended or revised policies shall be posted for a period of at least ten days after being proposed by the Select Board, during which time comments, information and questions regarding any proposed policy may be provided to the Select Board. A public hearing shall be held following the ten-day posting period.

A public hearing will be held by the Select Board on the following proposed revision to Sec. 7.3 of the Personnel Policy, the Qualified Part-Time Holiday Pay Policy (proposed deletions in ~~strike through~~ and proposed additions in double underlined):

Current:

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

Proposed:

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

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

Suggested revisions to the Personnel Policy to prioritize internal hiring for open positions

2.2.1 Internal Hiring Policy (new sub section)

Current Town employees are encouraged to apply for open positions and will be given first preference before recruiting externally. This will be accomplished by posting the notice internally for five days prior to advertising or posting externally. Any interested employee should notify the department manager of their interest. If an employee has the stated minimum qualifications or ability to be trained to perform the duties without unduly burdening the department, they will be formally interviewed and given full consideration.

4.3 Employee Development and Training

Add "Town employees interested in transferring to other departments or promotions within their current department should be encouraged to seek training and professional development that will make them eligible for consideration when such openings arise".

Appendix A

Strike "Whenever possible, a current minority or female employee shall be upgraded before a position is filled from outside" on page 24 under Responsibilities for Affirmative Action. This is duplicative of a similar statement on page 23 and doesn't belong in this section.



Town of West Newbury

381 Main Street

West Newbury, Massachusetts 01985

Angus Jennings, Town Manager

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

townmanager@wnewbury.org

TO: Select Board
FROM: Angus Jennings, Town Manager
DATE: September 18, 2021
RE: Potential employee wage and classification study

My initial proposal for FY21 budget amendments included an additional \$15,000 in last year's budget to undertake an employee wage and classification study. During discussion in September, 2020, the Board (Archie, specifically) suggested that this project may be too much to take on in FY21 due to organizational bandwidth issues. I agreed, and this proved to be correct, as we had all we could handle in FY21, and a study like this – to be credible, and worthwhile – will take significant and sustained time from many offices and public officials.

While bandwidth issue persist, I believe we are better equipped to take on this initiative in the current FY22. And, I believe this work is timely, and will advance several objectives re personnel policy and administration, and organizational planning.

Stephanie and I recommend pursuing a Community Compact Best Practices grant to support this initiative. As you may know, my office has been in contact with that office each of the past few years to discuss this grant, and I believe we'd be competitive to receive funding in the current grant round. Grant applications are accepted, and funding awarded, on a rolling basis.

This memo is a request for authorization to pursue this grant for an employee wage and classification study. If funding will support additional work, an overall assessment of organizational capacity, per department, would also be helpful. While we could undertake the latter work in-house, and in fact do so routinely on a piecemeal basis, it would be beyond our present and anticipated capacity to do this work comprehensively due to organizational bandwidth.

Town Manager

From: Rick Parker
Sent: Thursday, September 9, 2021 2:02 PM
To: DPW Director; Building Inspector; Town Manager; Leah Zambernardi; Lee Delp; Nancy Pau; Chip (Arthur) Wallace [REDACTED]; Elizabeth Callahan; Patricia Reeser; Wendy Reed; David Archibald
Subject: 9:00 AM, Monday, Sept. 13 River Road Site Visit re: potential erosion and flooding risk. Meeting at Ferry Landing.

Hi All,

You are invited to a River Road site visit scheduled for this coming Monday, Sept. 13 at 9:00 AM, meeting at Ferry Landing. Geoff Wilson, a wetland restoration specialist, will identify some of the threatened areas and provide his insights into historic land use contributors to the threats as well as potential innovative solutions for issues identified during the site visit. It is anticipated that will be complemented by input from Town departments and committees. Understanding the underlying risks to River Road is the first step in developing a plan for prevention, mitigation and remediation, regardless of the eventual strategies, and will allow the Climate Change Resiliency Committee (CCRC) to begin to prepare for an action grant thru the Massachusetts State MVP Program.

Mr. Wilson has recently developed successful low cost nature-based techniques being adopted by U.S. Fish and Wildlife Service, Mass Audubon, Mass Wildlife, Trustees of Reservations and Essex County Greenbelt in nearby coastal towns to restore thousands of acres of salt marsh. Some of those techniques may be applicable here in West Newbury. CCRC members were very impressed with Mr. Wilson's insights at an initial site visit this past Spring and are pleased that he is able to join us for another visit.

Please confirm if you are able to attend.

Thank you – rick
Richard Parker – West Newbury Select Board (and CCRC)

Town Manager

From: Rick Parker
Sent: Tuesday, September 14, 2021 10:39 PM
To: Town Manager
Subject: RE: STM article re Green Communities grant matching funds

Angus,

I don't recall the SB having yet discussed and voted authorization to apply for the Fall 2021 Green Communities Grant round, so it will need to be on the 9/20/21 meeting agenda. At this point, there are two potential grant application purposes:

- 1) CoA HVAC and 1910 Bldg. Hot Water Plant controls upgrades
- 2) \$5,000 towards Hybrid SUV Police Vehicle

Thanks - rick

From: Town Manager <townmanager@wnewbury.org>
Sent: Monday, September 13, 2021 5:25 PM
To: Rick Parker <rparker@wnewbury.org>
Cc: Town Accountant <townaccountant@wnewbury.org>
Subject: STM article re Green Communities grant matching funds

Rick,
To get FinCom review, I'll need more detail on how much funding is proposed and for what purpose(s) [shown as #14 on the draft article list and draft STM warrant]. They may go along with an estimated amount based on a generalized statement of intent to pursue a grant (and the need for matching funds), but they're accustomed to having more detail than that and may expect same in this instance. I've attached the article request templates (in a couple of formats, whatever you prefer), and think this may be a good way to present the info (plus attaching any backup docs if needed). Gary Roberts would also like to refrain from FinCom making a recommendation until Select Board does the same, so to keep this on track for Fall STM, ideally we'd have an article request form (with whatever backup as needed) for inclusion in the 9/20 SB mtg packet, which could then be taken up at whatever is the subsequent FinCom mtg (date TBD).

Thanks,
Angus

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

Town Manager

From: Thomas Banks [REDACTED]
Sent: Friday, September 17, 2021 3:19 PM
To: DPW Director; Rick Parker
Cc: Town Manager; Joshua Doolittle; Chip (Arthur) Wallace
[REDACTED]; Paul Banks
Subject: RE: West Newbury - Second phase of Town Office Building HVAC Controls Upgrade

Rick,

For reference – the scope of the project has not changed. We are working through the final energy savings & incentive amount with NGrid. We do not expect much of a change in overall economics although the payback may move closer to an 18 yr payback.

Thanks,
Tom B

Tom Banks, P.E.
Project Engineer



B2Q Associates, Inc.
100 Burt Rd. Suite 212
Andover, MA 01810

A Woman Business Enterprise (WBE)

[REDACTED]
Main: (978) 447 – 5600
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tbanks@b2qassociates.com
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From: DPW Director <dpwdirector@wnewbury.org>
Sent: Friday, September 17, 2021 1:13 PM
To: Rick Parker <rparker@wnewbury.org>
Cc: Town Manager <townmanager@wnewbury.org>; Joshua Doolittle [REDACTED]; Chip (Arthur) Wallace [REDACTED]; Paul Banks [REDACTED]; Thomas Banks [REDACTED]
Subject: RE: West Newbury - Second phase of Town Office Building HVAC Controls Upgrade

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Rick,
FYI - I think Tom is preparing an update submittal early next week.

Wayne

From: Thomas Banks [REDACTED]
Sent: Friday, September 10, 2021 6:02 PM
To: Rick Parker <rparker@wnewbury.org>
Cc: DPW Director <dpwdirector@wnewbury.org>; Town Manager <townmanager@wnewbury.org>; Joshua Doolittle [REDACTED]; Chip (Arthur) Wallace [REDACTED]; Paul Banks [REDACTED]
Subject: RE: West Newbury - Second phase of Town Office Building HVAC Controls Upgrade

Rick,

Please find the updated proposal attached for Phase 2 at the Town Offices. We would recommend that the Town contribute up to 15% of the project cost to remain competitive for the grant funding. We will also continue to coordinate with National Grid on the incentives for this work.

We are available anytime next week to discuss the project and next steps.

Enjoy the weekend!

Thank you,
Tom Banks

Tom Banks, P.E.
Project Engineer



A Woman Business Enterprise (WBE)

[REDACTED]
Main: (978) 447 – 5600
Fax: (978) 719 – 6339
tbanks@b2qassociates.com
www.b2qassociates.com

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From: Rick Parker <rparker@wnewbury.org>
Sent: Tuesday, September 7, 2021 9:03 AM
To: Thomas Banks [REDACTED]
Cc: DPW Director <dpwdirector@wnewbury.org>; Town Manager <townmanager@wnewbury.org>; Joshua Doolittle

[REDACTED]; Chip (Arthur) Wallace [REDACTED]
[REDACTED]; Timmermann, Lori [REDACTED]; Paul Banks

Subject: West Newbury - Second phase of Town Office Building HVAC Controls Upgrade

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Tom,

We've previously discussed the need to update B2Q's Project 2 proposal for HVAC controls upgrade at the West Newbury Town Office Building at 381 Main Street. The original 1/31/2020 proposal is attached for reference. Some amount of Town matching funds will need to be included in the planned Fall 2021 Green Communities Competitive Grant application that will include the HVAC controls upgrade and that funding must be approved at the Special Town Meeting (STM) in October. Since the Select Board will be closing the STM warrant shortly and articles must be finalized for review by the WN Finance Committee, it is important that the updated proposal be received as soon as possible, as well as National Grid incentives for the project.

Please let me know if there is additional information needed from West Newbury.

Thank you – rick parker
Richard Parker – West Newbury Select Board

West Newbury & Pentucket Regional School District

Solar Energy Presentation

August 30, 2021



Agenda

- The PowerOptions and Solect Solar & Storage Program
- The Massachusetts SMART incentive program
- Page School Solar PPA Savings Summary
- Questions and next steps

PowerOptions

- PowerOptions is a nonprofit energy buying consortium that delivers cost savings and predictability to nonprofits and the public sector in Massachusetts, Connecticut and Rhode Island.
- PowerOptions performs competitive RFPs on behalf of its members, to provide energy solutions. Solect has been awarded the solar and storage program. Public entities can leverage the PowerOptions RFP in lieu of conducting individual solicitations, and comply with state regulations (M.G.L. Ch. 164 S. 137).
- Solect develops, finances, installs and manages solar and storage PPAs for municipalities, schools, state agencies and nonprofits using pre-negotiated contract templates. Pricing reflects the purchasing power of the consortium.
- PowerOptions serves as the member advocate and advisor to support members decisions on contracting with providers under its programs.
- [Poweroptions.org](https://poweroptions.org)



- Founded in 2009, Headquarters in Hopkinton, MA
- Develop, Finance, Design, Build, Operate, Service Solar and Energy Storage in MA, RI, CT
- 70 MA employees
- 550 commercial projects, 110MW to date
- Solect Services manages 650 projects in MA, RI, CT
- 80+ PPAs completed with Public and Not for Profit clients under the PowerOptions RFP Award and Standard Contracts
- DCAMM Certified
- Solect.com

Solar Massachusetts Renewable Target (“SMART”) Program

- Fixed \$/kWh incentive payment to system owner over 20 years
- 16 “blocks” of capacity - incentives decline as blocks fill up
- Incentive rate directly proportional to PPA rate
- Adders for project-specific characteristics

The PowerOptions Solect Solar Program

- No upfront cost & no maintenance responsibilities
- Solect to install, finance, operate, maintain system
- 25-Year Power Purchase Agreements (PPAs)
- Fixed per-kWh price for 25 years
 - Monetizes federal and state incentives
 - Savings plus hedge against volatile electricity market
- PPA Pricing pre-negotiated with strength of PowerOptions consortium
- Contract templates (PPA, Lease) negotiated under the RFP
- PowerOptions as advisor, advocate, facilitator



John C. Page Elementary School – Solar & Resiliency

PV System Size (Capacity)	711.4 kW DC
ESS Size	223kW / 446kWh
Annual PV Output (Year 1)	895,000 kWh
Percent of Usage	237%
Volumetric Electric Rate	\$0.1638 per kWh
Solar PPA Rate	\$0.1320 per kWh
Escalator	0.0%
Solar Savings per kWh (Year 1)	19%
Term	25 years
Year 1 Forecast Savings	\$36,000
Contract Term Savings	\$1,495,000
PILOT Revenue	\$79,024
Contract Term Savings	\$1,574,024
Annual Avoided CO₂	1,387,000 lbs
Contract Term CO₂ Avoided	16,200 tons



Design & Pricing note: The system design and PPA rate assumes a Block 9 incentive and is subject to confirmation based on the final building design, utility approval and incentive award.



Page Elementary School - Solar + Resiliency Savings

Solar Savings					Energy Storage Savings								
Year	Solar Production (kWh)	Electric Rate	PPA Rate	Solar Savings	Demand Charge Savings	Demand Response	ICAP Reduction	Connected Solutions	Clean Peak	Roundtrip Losses	Net Storage Savings	Total Savings	PILOT
1	895,175	\$0.1638	\$0.1320	\$28,440	\$932	\$48	\$0	\$6,356	\$467	(\$292)	\$7,510	\$35,951	\$3,557
2	890,252	\$0.1662	\$0.1320	\$30,471	\$940	\$188	\$1,485	\$6,224	\$456	(\$286)	\$9,007	\$39,478	\$3,521
3	885,356	\$0.1687	\$0.1320	\$32,511	\$949	\$159	\$1,562	\$6,096	\$445	(\$280)	\$8,930	\$41,441	\$3,486
4	880,486	\$0.1713	\$0.1320	\$34,560	\$957	\$124	\$1,529	\$5,970	\$434	(\$274)	\$8,740	\$43,300	\$3,451
5	875,643	\$0.1738	\$0.1320	\$36,620	\$965	\$216	\$1,497	\$5,847	\$403	(\$269)	\$8,659	\$45,279	\$3,417
6	870,827	\$0.1764	\$0.1320	\$38,689	\$974	\$337	\$1,830	\$1,430	\$371	(\$263)	\$4,678	\$43,367	\$3,382
7	866,038	\$0.1791	\$0.1320	\$40,768	\$982	\$357	\$2,148	\$1,401	\$341	(\$258)	\$4,971	\$45,738	\$3,349
8	861,275	\$0.1818	\$0.1320	\$42,857	\$991	\$350	\$2,317	\$1,372	\$313	(\$252)	\$5,091	\$47,948	\$3,315
9	856,538	\$0.1845	\$0.1320	\$44,957	\$1,000	\$342	\$2,270	\$1,343	\$288	(\$247)	\$4,996	\$49,953	\$3,282
10	851,827	\$0.1873	\$0.1320	\$47,067	\$1,008	\$335	\$2,223	\$1,316	\$265	(\$242)	\$4,905	\$51,972	\$3,249
11	847,142	\$0.1901	\$0.1320	\$49,187	\$1,253	\$405	\$2,682	\$1,587	\$274	(\$292)	\$5,908	\$55,095	\$3,217
12	842,482	\$0.1929	\$0.1320	\$51,319	\$1,264	\$396	\$2,626	\$1,554	\$245	(\$286)	\$5,800	\$57,118	\$3,185
13	837,849	\$0.1958	\$0.1320	\$53,461	\$1,275	\$388	\$2,572	\$1,522	\$220	(\$280)	\$5,697	\$59,158	\$3,153
14	833,241	\$0.1987	\$0.1320	\$55,614	\$1,286	\$380	\$2,519	\$1,491	\$197	(\$274)	\$5,599	\$61,213	\$3,121
15	828,658	\$0.2017	\$0.1320	\$57,779	\$1,297	\$372	\$2,467	\$1,460	\$177	(\$269)	\$5,504	\$63,283	\$3,090
16	824,100	\$0.2048	\$0.1320	\$59,954	\$1,309	\$365	\$2,416	\$1,430	\$158	(\$263)	\$5,414	\$65,369	\$3,059
17	819,568	\$0.2078	\$0.1320	\$62,142	\$1,320	\$357	\$2,366	\$1,401	\$142	(\$258)	\$5,328	\$67,470	\$3,028
18	815,060	\$0.2109	\$0.1320	\$64,341	\$1,332	\$350	\$2,317	\$1,372	\$127	(\$252)	\$5,245	\$69,586	\$2,998
19	810,577	\$0.2141	\$0.1320	\$66,552	\$1,343	\$342	\$2,270	\$1,343	\$114	(\$247)	\$5,165	\$71,717	\$2,968
20	806,119	\$0.2173	\$0.1320	\$68,775	\$1,355	\$335	\$2,223	\$1,316	\$102	(\$242)	\$5,089	\$73,863	\$2,939
21	801,685	\$0.2206	\$0.1320	\$71,010	\$1,367	\$328	\$2,177	\$1,289	\$91	(\$237)	\$5,015	\$76,025	\$2,909
22	797,276	\$0.2239	\$0.1320	\$73,257	\$1,734	\$405	\$2,682	\$1,587	\$103	(\$292)	\$6,218	\$79,475	\$2,880
23	792,891	\$0.2272	\$0.1320	\$75,517	\$1,749	\$396	\$2,626	\$1,554	\$92	(\$286)	\$6,133	\$81,649	\$2,851
24	788,530	\$0.2307	\$0.1320	\$77,789	\$1,765	\$388	\$2,572	\$1,522	\$83	(\$280)	\$6,050	\$83,839	\$2,823
25	784,193	\$0.2341	\$0.1320	\$80,075	\$1,780	\$380	\$2,519	\$1,491	\$74	(\$274)	\$5,970	\$86,044	\$2,795
Total Savings:				\$1,343,709	Total Savings:					\$151,621	\$1,495,330	\$79,024	

Design & Pricing note: The system design and PPA rate assumes a Block 9 incentive and is subject to confirmation based on the final building design, utility approval and incentive award.

John C. Page Elementary School - Solar Summary

Year	Solar Production (kWh)	Electric Rate	Electric Savings	PPA Rate	PPA Payment	Solar Savings	PILOT
1	895,175	\$0.1638	\$146,604	\$0.1250	\$111,897	\$34,707	\$3,557
2	890,252	\$0.1662	\$147,984	\$0.1250	\$111,281	\$36,703	\$3,521
3	885,356	\$0.1687	\$149,378	\$0.1250	\$110,669	\$38,708	\$3,486
4	880,486	\$0.1713	\$150,785	\$0.1250	\$110,061	\$40,724	\$3,451
5	875,643	\$0.1738	\$152,205	\$0.1250	\$109,455	\$42,749	\$3,417
6	870,827	\$0.1764	\$153,638	\$0.1250	\$108,853	\$44,785	\$3,382
7	866,038	\$0.1791	\$155,085	\$0.1250	\$108,255	\$46,830	\$3,349
8	861,275	\$0.1818	\$156,545	\$0.1250	\$107,659	\$48,886	\$3,315
9	856,538	\$0.1845	\$158,020	\$0.1250	\$107,067	\$50,952	\$3,282
10	851,827	\$0.1873	\$159,508	\$0.1250	\$106,478	\$53,029	\$3,249
11	847,142	\$0.1901	\$161,010	\$0.1250	\$105,893	\$55,117	\$3,217
12	842,482	\$0.1929	\$162,526	\$0.1250	\$105,310	\$57,216	\$3,185
13	837,849	\$0.1958	\$164,057	\$0.1250	\$104,731	\$59,326	\$3,153
14	833,241	\$0.1987	\$165,602	\$0.1250	\$104,155	\$61,447	\$3,121
15	828,658	\$0.2017	\$167,161	\$0.1250	\$103,582	\$63,579	\$3,090
16	824,100	\$0.2048	\$168,736	\$0.1250	\$103,013	\$65,723	\$3,059
17	819,568	\$0.2078	\$170,325	\$0.1250	\$102,446	\$67,879	\$3,028
18	815,060	\$0.2109	\$171,929	\$0.1250	\$101,882	\$70,046	\$2,998
19	810,577	\$0.2141	\$173,548	\$0.1250	\$101,322	\$72,226	\$2,968
20	806,119	\$0.2173	\$175,182	\$0.1250	\$100,765	\$74,417	\$2,939
21	801,685	\$0.2206	\$176,832	\$0.1250	\$100,211	\$76,621	\$2,909
22	797,276	\$0.2239	\$178,497	\$0.1250	\$99,659	\$78,838	\$2,880
23	792,891	\$0.2272	\$180,178	\$0.1250	\$99,111	\$81,067	\$2,851
24	788,530	\$0.2307	\$181,875	\$0.1250	\$98,566	\$83,309	\$2,823
25	784,193	\$0.2341	\$183,588	\$0.1250	\$98,024	\$85,564	\$2,795
Total						\$1,490,448	\$79,024

Design & Pricing note: The system design and PPA rate assumes a Block 9 incentive and is subject to confirmation based on the final building design, utility approval and incentive award.



Project Development Due Diligence & Engineering

Upon execution of Agreements, Solect performs all development activities as outlined below. During the development phase, Solect will provide Host with status updates, including any impacts to the project feasibility, schedules, and rates.

- INTERCONNECTION AND INCENTIVE PROCESS
 - Prepare electric engineering, submit SMART incentive applications and interconnection applications for each site. Utility response may require engineering studies.

- STRUCTURAL AND SITE FEASIBILITY AND PERMITTING
 - Confirm structural feasibility & weight-loading capacity for each building based on the systems ballast plan.
 - For canopies, conduct civil engineering and engage the Planning board to gain project approvals.

- PILOT CONFIRMATION
 - Execute PILOT agreements



Proposal & Next Steps

SIGN LETTER OF INTENT

- Electric engineering, Utility applications, SMART incentive applications
- Receive utility responses, and complete due diligence
- Contracts Process (PPA, Lease & PILOT)

SOLAR PROJECT STEPS:

- Construction design, Geotech studies, permit applications
- Pre-construction meetings and tight coordination with facility operations
- On-site Development - Installation and Electric tie-in
 - Experience with 550+ installations at all types of buildings and properties
- Local inspections
- Closeout paperwork, Utility meter changes & Permission to Operate
- Solect Services monitoring and maintenance – included in PPA rate for entire term
- Educational Programming – monitoring, curriculum support, events
- Marketing / Communications / PR



Discussion, Questions Thank you!

Byron Woodman, Sr. Director Business Development

bwoodman@solect.com

339-203-5530



Town Manager

From: Town Manager
Sent: Wednesday, September 15, 2021 12:09 PM
To: Corinn Flaherty
Cc: Town Accountant
Subject: RE: Friday after Thanksgiving

The topic of holiday closures is already on the 9/20 Select Board agenda so they'll take this up at that time, thanks

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

From: Corinn Flaherty <cflaherty@westnewburylibrary.org>
Sent: Wednesday, September 15, 2021 12:07 PM
To: Town Manager <townmanager@wnewbury.org>
Subject: Friday after Thanksgiving

Hi Angus,

Just want to get this resolved before it's too late. I'd like to close the day after Thanksgiving and want to know if you and the Board would approve paying the staff who are benefitted and normally scheduled for Friday for their time that day.

Thanks,
Corinn

Corinn Flaherty

Director

G.A.R. Memorial Library
490 Main Street
West Newbury, MA 01985
978-363-1105

Massachusetts Legal Holidays

Holiday	2021	2022	2023
New Year's Day January First	Jan. 1, Fri.	Jan. 1, Sat.	Jan. 1, Sun. (3)
Martin Luther King, Jr. Day Third Monday in January	Jan. 18, Mon.	Jan. 17, Mon.	Jan. 16, Mon.
Washington's Birthday Third Monday in February	Feb. 15, Mon.	Feb. 21, Mon.	Feb. 20, Mon.
Patriots' Day Third Monday in April	Apr. 19, Mon.	Apr. 18, Mon.	Apr. 17, Mon.
Memorial Day Last Monday in May** (1A)	May 31, Mon.** (1A)	May 30, Mon.** (1A)	May 29, Mon.** (1A)
Juneteenth Independence Day June 19th	June 19th, Sat. (3)	June 19th, Sun. (3)	June 19, Mon.
Independence Day July 4th**	July 4, Sun.** (3)	July 4, Mon.**	July 4, Tue. **
Labor Day First Monday in September**	Sept. 6, Mon.**	Sept. 5, Mon.**	Sept. 4, Mon.**
Columbus Day Second Monday in October* (Restrictions until 12 noon) (2)	Oct. 11, Mon.* (2)	Oct. 10, Mon.* (2)	Oct. 9, Mon.* (2)
Veterans' Day November 11th* (Restrictions until 1pm) (2)	Nov. 11, Thu.* (2)	Nov. 11, Fri.* (2)	Nov. 11, Sat.* (2)
Thanksgiving Day Customarily the fourth Thursday in November* (1)	Nov. 25, Thurs.* (1)	Nov. 24, Thurs.* (1)	Nov. 23, Thurs.* (1)
Christmas Day December 25th* (1)	Dec. 25, Sat.* (1)	Dec. 25, Sun.* (1)(3)	Dec. 25, Mon.* (1)

* - Full restrictions apply for ALL commerce

** - Restrictions apply except to retail

(1) Liquor Stores must be closed for Thanksgiving and Christmas Days.

(1A) Liquor stores may not open prior to 12:00 noon Memorial Day.

(2) Many companies operate all day on these holidays, pending obtaining a local permit.

(3) All holidays falling on Sunday must be observed on Monday, under state law. Saturday holidays are observed on Saturday.

Above is a list of all legal holidays observed in Massachusetts. State, county, and municipal offices are closed on the days listed above. Federal offices are only closed on holidays which the federal government recognizes (i.e. New Year's Day, Martin Luther King, Jr. Day, Washington's Birthday, Memorial Day, Juneteenth Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving, and Christmas). The term "federal holiday" is not applicable to individual states and the private sector since each state has jurisdiction over its holidays.

In Massachusetts certain holidays are subject to laws which restrict the type of work that may be performed as well as the kind of business and commercial activities that may remain open. Only those holidays followed by asterisks (*) have certain restrictions. On holidays not followed by asterisks, business and commercial activities may operate as usual.

Please note: Only retail establishments may open during the summer holidays of Memorial Day, Independence Day, and Labor Day. Some businesses may be required to pay premium pay on some holidays. Please contact the Attorney General's Fair Labor Division at 617-727-3465. The Department of Labor Standards (617-626-6975) oversees the approval of local permits allowing businesses to open on Columbus, Veteran's Days, Thanksgiving and Christmas when they otherwise could not open for some or all hours on those days.

For further information on holiday laws, contact Citizen Information Service:

Secretary of the Commonwealth	Telephone: 617-727-7030
Citizen Information Service	Toll-Free: 1-800-392-6090
One Ashburton Place, Room 1611	TTY: 617-878-3889
Boston, MA 02108-1512	Fax: 617-742-4528
	Email: cis@sec.state.ma.us

Select Board Upcoming Events

Month	Week	Day	Year	Upcoming	Town Calendar
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Select Board Meeting
September 20, 2021 - 7:00pm

Select Board Meeting
October 4, 2021 - 7:00pm

Select Board Meeting
October 18, 2021 - 7:00pm

Select Board Meeting
November 1, 2021 - 7:00pm

Select Board Meeting
November 15, 2021 - 7:00pm

Select Board Meeting
November 29, 2021 - 7:00pm *Suggest Skipping

Select Board Meeting
December 13, 2021 - 7:00pm *Suggest 12-6-21

Select Board Meeting
December 27, 2021 - 7:00pm *Suggest 12-20-21



Town Manager

From: Town Accountant
Sent: Friday, September 17, 2021 11:05 AM
To: Residents Admin; Town Treasurer; WNWater; Susan Curry; Jeff Durand; Michael Dwyer; Christian Kuhn; Assistant Assessor; Finance Admin; Mary Roy; Mike Gootee; Michael; Corinn Flaherty; DPW Director
Cc: Town Manager
Subject: Thank you

Good morning:

I wanted to take the time to thank each and every one of your for all your help with the FY21 audit.

All the information you provided to me timely was very helpful. The audit went very smoothly.

Have a great weekend,

Stephanie Frontiera

Town Accountant/ Business Manager

Town of West Newbury

Town Office Building

381 Main Street

West Newbury, MA 01985

(978) 363-1100 x112

townaccountant@wnewbury.org

Town Manager

From: dlsgateway@dor.state.ma.us
Sent: Tuesday, September 7, 2021 1:14 PM
To: Christian Kuhn; Assistant Assessor; Selectboard; Town Accountant; Finance Admin; Town Manager; Town Treasurer; dlsgateway@dor.state.ma.us
Cc: [REDACTED]
Subject: Notification of free cash approval - West Newbury
Attachments: FreeCashCertification.PDF

Massachusetts Department of Revenue Division of Local Services

Geoffrey E. Snyder, Commissioner
Sean R. Cronin, Senior Deputy Commissioner of Local Services

9/7/2021

NOTIFICATION OF FREE CASH APPROVAL - Town of West Newbury

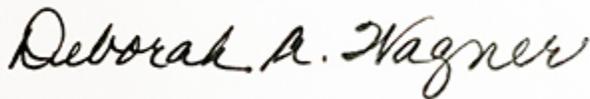
Based upon the un-audited balance sheet submitted, I hereby certify that the amount of available funds or "free cash" as of July 1, 2021 for the Town of West Newbury is:

General Fund	\$1,749,980.00
Enterprise Fund CH. 44 S.53 F 1/2 Water	\$731,245.00

This certification is in accordance with the provisions of G. L. Chapter 59, §23, as amended.

Certification letters will be emailed to the mayor/manager, board of selectmen, prudential committee, finance director and treasurer immediately upon approval, provided an email address is reported in DLS' Local Officials Directory. Please forward to other officials as you deem appropriate.

Sincerely,



Deborah A. Wagner
Director of Accounts
Massachusetts Department of Revenue

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this mail in error please notify the postmaster at dor.state.ma.us.

Free Cash Certification
Free Cash Calculation - Fiscal Year 2022

Begin:	
Unreserved Undesignated Fund Balance	1,943,380.00
Subtract:	
Personal Property Tax Receivable	959.00
Real Estate Tax Receivable	119,998.00
Other Receivables in Deferred Revenue	
	0.00
Total	0.00
OtherOther Receivables, Overdrawn Accounts, Deficits	
Cash recon variance	1,182.00
W Newbury bridge replacement	19,279.00
Green Comm Grand HVAC/Hybrid vehicle	18,953.00
EPZ local preparedness	1,008.00
Total	40,422.00
Free Cash Voted from Town Meeting Not Recorded	0.00
Add:	
Circuit Breaker, Other Closed Accounts, Adjustments:	
	0.00
Total	0.00
Deferred Revenue (Credit Balance+ Debit Balance-)	-32,021.00
Free Cash Calculation for 2021	1,749,980.00
Reviewed By:	Bobbi Colburn
Certified On:	9/7/2021

Free Cash Certification

Retained Earnings Calculation - CH. 44 S.53 F 1/2 Water - Fiscal Year 2022

Enterprise Fund Number	A-2(1ST)	
Type of Enterprise Fund	Water	
Name of Enterprise Fund/Statutory Reference	CH. 44 S.53 F 1/2 Water	
Part I Cash		1,522,061.00
Current Liabilities, Designations of Fund Balance:		
Accounts Payable	0.00	
Payroll Payable	0.00	
Encumbrances	20,616.00	
Expenditures	770,000.00	
Continuing Appropriations	0.00	
Other Liabilities		
FB Rsv for Petty Cash	200.00	
Total	790,816.00	
	Cash less Current Liabilities	731,245.00
Part II Retained Earnings, Undesignated		731,245.00
Accounts Receivable (net):		
User Fees	0.00	
Other Accounts Receivable		
	0.00	
Total	0.00	
	Undesignated Retained Earnings Less Accounts Receivable	731,245.00
Fixed Assets		
Debits:		
	0.00	
Total	0.00	
Credits:		
	0.00	
Total	0.00	
	Fixed Assets Variance (Debits - Credits)	0.00

Town Manager

From: Linda Bournival [REDACTED]
Sent: Tuesday, September 7, 2021 11:17 AM
To: Town Manager
Cc: Town Accountant; Amanda Makarevich; Michael Bubolo
Subject: Town of West Newbury - June 30, 2021 GASB 74/75 Disclosures
Attachments: West Newbury 2021 GASB 74-75 Report Final 9-7-2021.pdf

Dear Angus, attached is the final GASB 74/75 actuarial valuation report as of July 1, 2020 for the Town of West Newbury. The information contained in this report can be used for your financial statement GASB 74 disclosures and GASB 75 expense and disclosures as of June 30, 2021.

We have used the long-term expected return information provided by Cambridge Trust and other reliable sources which supports use of a long-term rate of return of 6%. Under the 6% assumption, the OPEB program is fully funded.

GASB 74 permits the use of an actuarial valuation no more than 24 months prior to the plan's fiscal year end (June 30, 2021); the July 1, 2020 valuation was used to develop the calculations under GASB 74 and falls within the required parameters (12 months). GASB 75 permits the use of an actuarial valuation no more than 30 months and one day prior to the employer's reporting date (June 30, 2021); the July 1, 2020 valuation with a June 30, 2021 measurement date was used to develop the expense calculations under GASB 75 and falls within the required parameters (12 months).

Next Steps:

1. Disclosures will be required as of June 30, 2022; a roll forward of the results from this full valuation will be used for the disclosures for the 2022 fiscal year. We will contact you around June of 2022 for the information relating to the miscellaneous information that we will need to prepare the 2022 report.
2. Section 20A of Chapter 32B of Massachusetts General Laws requires the following:

When a governmental unit obtains an actuarial valuation report in accordance with GASB containing statements of the liabilities of the unit for health care and other post-employment benefits for its retired employees and their dependents, it shall submit a copy to PERAC no later than 90 days after receipt of such report. PERAC may require that the governmental unit provide additional information related to such liabilities, normal cost and benefit payments, as specified by the executive office for administration and finance, in consultation with PERAC. The governmental unit shall file the report and additional information with PERAC and the division of local services in the department of revenue.

Please submit the report, electronically, to Jim Lamenzo, Actuary at PERAC. His contact information is provided below:

James R. Lamenzo
Actuary
Public Employee Retirement Administration Commission
5 Middlesex Ave, Suite 304
Somerville, MA 02145
[REDACTED]

Please let me know if you or your auditors have any questions regarding our report.

Linda

Linda L. Bournival, FSA, EA
Consulting Actuary
KMS Actuaries, LLC
52 Hunt Road
Kingston, NH 03848



www.kmsactuaries.com

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Town Manager

From: Town Clerk
Sent: Wednesday, September 15, 2021 2:11 PM
To: Finance Admin
Cc: Town Manager
Subject: Update to Business Certificate application
Attachments: Business Cert. App-Discon rev 09.02.2021.pdf; west_newbury_business_certificate_2014.pdf

Can you please add this to town manager updates for the next meeting. Attached are the new and old versions

Thank you,

James RW Blatchford

Town Clerk
Town of West Newbury
Phone 978-363-1100 X 110
www.WNewbury.org





Town of West Newbury

Town Clerk's Office
381 Main Street · West Newbury, MA 01985
978-363-1100 ext. 110 · 978-363-1117 (Fax)
townclerk@wnewbury.org

APPLICATION FOR BUSINESS CERTIFICATE

New Renewal Filing Fee \$25.00 Date: _____

In conformity with the provisions of Massachusetts General Laws, Ch 110 Sec 5, as amended, the undersigned hereby declares that a business is conducted under the title of:

Name of Business: _____

Description of Business: _____

Business Address: _____

Mailing Address (if different): _____

Telephone: _____ Email: _____

Said business is conducted by the following named person(s). If a corporation, include the title of each corporate officer signing the certificate. (sign in the presence of the Town Clerk or Notary)

Owner 1

Name: _____
Residence: _____
Signature: _____

Owner 2

Name: _____
Residence: _____
Signature: _____

DO NOT WRITE BELOW THIS LINE

On _____ the above-named person(s) personally appeared before me and made oath that the foregoing statement is true and provided the following identification:

Driver's License/Other: _____ State of: _____

Town Clerk or Notary Public

Commission Expires

Notary Seal / Town Seal

APPROVAL OF BUILDING INSPECTOR

Building Inspector: Sam Joslin Office Hours: Mondays and Wednesdays 8 am – 12 pm
Phone: 978-363-1100 ext. 122 Email: building.inspector@wnewbury.org

Please be advised the above business and location are appropriate for the proposed d/b/a.

Building Commissioner Signature

Date



Town of West Newbury

Town Clerk's Office
381 Main Street · West Newbury, MA 01985
978-363-1100 ext. 110 · 978-363-1117 (Fax)
townclerk@wnewbury.org

MASSACHUSETTS DEPARTMENT OF REVENUE REVENUE ENFORCEMENT AND PROTECTION (REAP) ATTESTATION

FOR BUSINESS CERTIFICATE

I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes as required under the law.

Signature of Individual or Corporate Name* (Mandatory)

By Corporate Officer (Mandatory, If Applicable)

Social Security Number** (Voluntary)
or Federal Identification Number

*This license will not be issued unless this certification clause is signed by the applicant.

**Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. ch. 62C sec. 49A.

The signatories above acknowledge this certificate is not proof of conformity to Zoning or other Town of West Newbury Bylaws and Regulations, nor is it a license to conduct business in the Town of West Newbury. It is the responsibility of the applicant to contact the appropriate authority in order to ensure compliance. In accordance with the provisions of Chapter 337 of the Acts of 1985 and Chapter 110, §5 of Massachusetts General Law, Business Certificates shall be in effect for four years from the date of issue and shall be renewed each four years thereafter. A statement under oath must be filed with the Town Clerk upon discontinuance, retire or withdrawing from such business or partnership. Copies of such certificates shall be available at the address at which such business is conducted and shall be furnished on request during regular business hours to any person who has purchased goods or services from such business. Violations are subject to a fine of not more than three-hundred dollars (\$300) for each month during which such violation continues.

Certificate # _____

Business Certificate Expires: _____



Town of West Newbury

Town Clerk's Office
381 Main Street · West Newbury, MA 01985
978-363-1100 ext. 110 · 978-363-1117 (Fax)
townclerk@wnewbury.org

BUSINESS CERTIFICATE DISCONTINUANCE OR CHANGE

Filing Fee \$10.00

Date: _____

In conformity with the provisions of Massachusetts General Laws, Ch 110 Sec 5, as amended, the undersigned hereby declares that the business under the title of:

_____ (name of business)

as it appears on the Business Certificate filed on _____, 20 _____

- Business Has Been Discontinued.
- Business Has Moved - New Address: _____
- New Business Telephone: _____
- Owner Has Moved - New Residence: _____
- Add Additional Owner: _____
Residence: _____
- Remove Owner: _____
Residence: _____

(signature of owner)

(signature of owner)

DO NOT WRITE BELOW THIS LINE

On _____ the above-named person(s) personally appeared before me and made oath that the foregoing statement is true and provided the following identification:

Driver's License/Other: _____ State of: _____

Town Clerk or Notary Public

Commission Expires

Notary Seal / Town Seal



TOWN OF WEST NEWBURY
DBA
Business Certificate

Procedure:

- Complete **Business Certificate Filing Form**
- Meet with Building Inspector
- Bring signed Filing Form to Town Clerk's Office along with payment of \$60.00
- Sign: **Business Certificate & REAP Attestation**
- Business Certificate notarized by Town Clerk and certified copies are provided

OFFICE OF THE TOWN CLERK
381 Main Street, West Newbury, MA 01985
T: (978) 363-1110 F: (978) 363-1114

FILING A BUSINESS CERTIFICATE

(Massachusetts General Laws, Chapter 110, Section 5)

WHO MUST FILE?

...Any person conducting business under any title other than the complete real name of the owner, whether individually or as a partnership.

...INC., CORP., LTD MAY ONLY BE USED BY A CORPORATION

...Any corporation doing business in a name other than the corporate name. (Must be filed by a corporate officer)

WHO DOES NOT HAVE TO FILE?

...Any person doing business as a sole proprietor under their own complete name, such as John Smith Company, or if you are incorporated and are doing business under the true incorporated name.

WHERE DOES ONE FILE?

...File with the Town Clerk, either in person or by mail, in every city or town where an office of any such person, partnership or corporation may be situated.

WHAT DOES IT DO?

...a business certificate allows consumers and/or creditors to identify the names of the actual owners of a business. This information is a public record and is furnished to the Massachusetts Department of Revenue under the authority of Mass G.L. 62C, S 49A

WHAT DOESN'T IT DO?

...Filing a business certificate at the local Town Clerk's office does **NOT** protect your name or reserve it as does a corporate filing or a trademark registration (which is done through the State). It also does not give you permission to operate a business in the town-it only **registers your name**. In order to legally operate a business in town you must get the appropriate permits, licenses, variance, etc., that are required by the issuing departments of the town

WHAT ABOUT A CHANGE?

...Upon discontinuing, retiring or withdrawing from such business or partnership, or in the case of a change of residence of such person or of the location where the business is conducted, such form must filed with the office of the Town Clerk.

DOES A BUSINESS CERTIFICATE EXPIRE?

...A business certificate is in force and effect for four (4) years from the date of issue. A new filing must be made every four years as long as the business is conducted.

DO I HAVE TO DISPLAY THE CERTIFICATE?

...No...However you must provide a copy on request, during regular business hours, to any person who has purchased goods or services from such business.

FEES

...Business Certificate Filing	\$60.00 (\$15/year)
...Additional Certified Certificate Copies	\$10.00
...Withdrawals, Discontinuances, Changes, Etc.	\$25.00

FILING

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

PENALTIES

...Violation of these provisions shall be subject to a fine of not more than three hundred dollars (\$300.00) for each month during which such violation continues.

BY MAIL

...Fill out form completely, with exception of the expiration date. **SIGN FORM BEFORE A NOTARY PUBLIC.** If hand-delivered to Town Clerk's Office, the document can be notarized there.

Town of West Newbury

Business Certificate Filing Information

Building Inspector: Glenn Clohecy

Hours: Mondays & Wednesdays 8 - 12

Phone: (978) 363-1100 ext. 122 Fax: (978) 363-1119

To be completed by applicant(s):

Business Name: _____

Business Address: _____

Business Phone: _____ Email: _____

Owner (1):

Name: _____

Residential Address: _____

Phone number: _____ Email: _____

Owner (2):

Name: _____

Residential: _____

Phone number: _____ Email: _____

Owner (3):

Name: _____

Residential: _____

Phone number: _____ Email: _____

Description of services offered: _____

Emergency Contact Name and phone #: _____

OFFICIAL USE:

Please be advised the above business and location are appropriate for the proposed d/b/a.

Building Inspector

Date

MASSACHUSETTS DEPARTMENT OF REVENUE
REVENUE ENFORCEMENT AND PROTECTION (REAP)
ATTESTATION

I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes as required under the law.

* Signature of Individual or Corporate Name (Mandatory)

By: corporate Officer (Mandatory, If Applicable)

** Social Security # (Voluntary) or Federal Identification Number

* This license will not be issued unless this certification clause is signed by the applicant.

** *Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c. 62C s. 49A.*

The Commonwealth of Massachusetts
Business Certificate

Date

Business Certificate # Tax ID

In conformity with the provision of Chapter one hundred and ten Section five of the General Laws, as amended, the undersigned hereby declare(s) that a business under the title of

Name of Business is conducted at

Street Address, West Newbury, MA _____
Zip Code Business Phone #

by the following named person(s) or Corp. full name.

Name/Corp. _____ Signature _____

Residence (Street, City, Zip) _____

Name/Corp. _____ Signature _____

Residence (Street, City, Zip) _____

Name/Corp. _____ Signature _____

Residence (Street, City, Zip) _____

Name/Corp. _____ Signature _____

Residence (Street, City, Zip) _____

Purpose of filing this Business Certificate: _____ Type of Business _____

- New Business
- Renewal of an expiring business certificate
- Change in a business address
- Partial withdrawal of an owner
- Discontinuance of a business

A certificate issued in accordance with this Section shall be in force and effect for 4 years from the date of issue and shall be renewed each 4 years thereafter so long as such business shall be conducted, and shall lapse and be void unless so renewed.
Essex S.S

The Commonwealth of Massachusetts

On this ____ day of _____, 20____, before me, the undersigned notary public or Town Clerk's designee, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person/s whose name/s is/are signed on this document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her/their knowledge and belief.

Notary Public My Commission Expires _____

The Business Certificate expires on _____. (Notarial or Town Seal):



Town of West Newbury

DISCONTINUANCE/CHANGE OF BUSINESS REGISTRATION

Date: _____ 20 ____

In conformity with the provisions of C 110, Sect 5 of The Massachusetts General Laws, as amended, the undersigned hereby declare(s) that the business under the title of:

as it appears on the Business Certificate filed on _____, 20 ____
has been changed as follows:

Business Has Been Discontinued.

Business Has Moved:

New Address: _____

New Business Telephone: _____

Owner Has Moved

New Residence: _____

Add additional Owner: _____

Residence: _____

Remove as Owner: _____

Residence: _____

(Signature)

(Signature)

The Commonwealth of Massachusetts

Essex ss.

Date _____ 20 ____

Personally appeared before me the above named: _____

and made oath that the foregoing statement is true.

(Notary Seal)

Town Clerk, Assistant Clerk or Notary Public

MGL Chapter 110

Section 5. Any person conducting business in the commonwealth under any title other than the real name of the person conducting the business, whether individually or as a partnership, shall file in the office of the clerk of every city or town where an office of any such person or partnership may be situated a certificate stating the full name and residence of each person conducting such business, the place, including street and number, where, and the title under which, it is conducted, and pay the fee as provided by clause (20) of section thirty-four of chapter two hundred and sixty-two. Such certificate shall be executed under oath by each person whose name appears therein as conducting such business and shall be signed by each such person in the presence of the city or town clerk or a person designated by him or in the presence of a person authorized to take oaths. The city or town clerk may request the person filing such certificate to produce evidence of his identity and, if such person does not, upon such request, produce evidence thereof satisfactory to such clerk, the clerk shall enter a notation of that fact on the face of the certificate. A person who has filed such a certificate shall, upon his discontinuing, retiring or withdrawing from such business or partnership, or in the case of a change of residence of such person or of the location where the business is conducted, file in the office of said clerk a statement under oath that he has discontinued, retired or withdrawn from such business or partnership or of such change of his residence or change of the location of such business, and pay the fee required by clause (21) of said section thirty-four. In the case of death of such a person, such statement may be filed by the executor or administrator of his estate. The clerk shall keep a suitable index of all certificates so filed with him which are currently in force and effect, setting forth the pertinent facts, including a reference to any statement of discontinuance, retirement or withdrawal from, or change of location of, such business, or change of residence of such person. A certificate issued in accordance with this section shall be in force and effect for four years from the date of issue and shall be renewed each four years thereafter so long as such business shall be conducted and shall lapse and be void unless so renewed. Copies of such certificates shall be available at the address at which such business is conducted and shall be furnished on request during regular business hours, to any person who has purchased goods or services from such business. Violations of this section shall be punished by a fine of not more than three hundred dollars for each month during which such violation continues.

Section 6. The preceding section shall not apply to any corporation doing business under its true corporate name, nor to any partnership doing business under any title which includes the true surname of any partner; nor to any association which has complied with sections five and six of chapter one hundred and fifty-nine; nor to any partnership, joint stock company or association the business of which is conducted by trustees under a written instrument or declaration of trust, provided that the names of such trustees with a reference to such instrument or declaration of trust shall be filed as provided in section five, nor to any limited partnership organized or qualified under chapter one hundred and nine doing business under its true partnership name if such name contains without abbreviation the words "limited partnership"; nor to a limited liability company or limited liability partnership which is doing business under its true name and which has registered or qualified with the office of the state secretary.

Town Manager

From: Assistant Clerk
Sent: Thursday, September 16, 2021 1:38 PM
To: Assistant Clerk
Cc: Town Manager
Subject: Boards/Commissions/Committees Training
Attachments: Acknowledgment Page Conflict of Interest.pdf; Acknowledgment Page Open Meeting Law.pdf

Dear Members,

I am writing to introduce myself as the new Assistant Town Clerk. My name is Christine Marshall, and I have 16 years of municipal experience in surrounding towns. I am very happy to be here in West Newbury and serving your community. I look forward to meeting each of you.

One of my responsibilities is to work with Boards/Commissions/Committees (BCCs) on membership, oaths of office, and training compliance. Please complete the required training, as outlined below:

- **Conflict of Interest Summary**
 - Required within 30 days of appointment/election and annually thereafter
 - Please review the information. Sign and return the Acknowledgment Form. (attached)
 - <https://www.mass.gov/service-details/summary-of-the-conflict-of-interest-law-for-municipal-employees>
- **Open Meeting Law**
 - Required within two weeks of appointment/election and at reappointment/re-election
 - Please review the information. Sign and return the Acknowledgment Form. (attached)
 - https://www.mass.gov/files/documents/2018/01/30/2017%20Guide%20with%20ed%20materials_revised%201-30-18.pdf
- **State Ethics Test**
 - Required at time of appointment/election and every two years thereafter
 - Please complete the test by following the link. Return the Certificate of Completion to the Town Clerk's office – either printed or electronic version.
 - <https://www.mass.gov/how-to/complete-the-online-training-program-for-municipal-employees>

As you might imagine, the Town Offices maintain records of BCC members' completion of the required trainings/acknowledgments. This current email is being sent to all BCC members – including those of you who may already have placed this documentation on file. If you are already current, with one or more of these items, you do not need to redo these until the time comes for renewal.

If you have a question as to whether our records reflect your latest dates of completion, please just send me a note or give me a call and we can be sure that our records align. I am happy to assist you in any way I can.

Thank you for your service to the Town.

Best regards,

Christine Marshall, Assistant Town Clerk
 Town of West Newbury
 381 Main Street, West Newbury, MA 01985
assistantclerk@wnewbury.org
 Phone 978-363-1100 ext. 110

CERTIFICATE OF RECEIPT OF OPEN MEETING LAW MATERIALS

I, _____, who qualified as a member of the
(Name)

_____, on _____, certify pursuant
(Public Body) (Date)

to G.L. c. 30A, § 20(h) and 940 CMR 29.04, that I have received and reviewed copies of the following Open Meeting Law materials:

- 1) the Open Meeting Law, G.L. c. 30A, §§ 18-25;
- 2) the Attorney General’s Regulations, 940 CMR 29.00–29.11;
- 3) the Attorney General’s Open Meeting Law Guide, explaining the Open Meeting Law and its application; and
- 4) if applicable, a copy of each Open Meeting Law determination issued by the Attorney General within the last five (5) years to the public body of which I am a member and in which the Attorney General found a violation of the Open Meeting Law.

I have read and understand the requirements of the Open Meeting Law and the consequences of violating it. I further understand that the materials I have received may be revised or updated from time to time, and that I have a continuing obligation to implement any changes to the Open Meeting Law during my term of office.

(Name)

(Name of Public Body)

(Date)

Pursuant to G.L. c. 30A, § 20(h), an executed copy of this certificate shall be retained, according to the relevant records retention schedule, by the appointing authority, city or town clerk, or the executive director or other appropriate administrator of a state or regional body, or their designee.

ACKNOWLEDGMENT OF RECEIPT

I, _____, an employee at _____
(first and last name) *(name of municipal dept.)*

hereby acknowledge that I received a copy of the summary of the conflict of interest law

for municipal employees, revised November 14, 2016, on _____.
(date)

Municipal employees should complete the acknowledgment of receipt and return it to the individual who provided them with a copy of the summary. Alternatively, municipal employees may send an email acknowledging receipt of the summary to the individual who provided them with a copy of it.

Town Manager

From: Jennifer Hughes [REDACTED]
Sent: Wednesday, September 15, 2021 3:01 PM
To: Town Manager; Leah Zambernardi
Subject: Bylaw and Regs
Attachments: Draft Stormwater Rules and Regulations_Sept 2021.docx; DRAFT West Newbury Stormwater Bylaw Draft Sept 2021.docx; Standard Conditions.pdf; Fee Schedules from other municipalities.docx

Good afternoon Angus and Leah,

Attached are drafts of the Stormwater Bylaw and Regs as well as some other documents for discussion. I didn't clean up either version so that all of the new and edited language is there for review. Let me know if you'd like to see cleaner versions and I can delete some of the larger sections. If these drafts are fine for the first round, please circulate them more widely (or I can do that if you'd prefer). See you both tomorrow on our virtual meeting.

Jennifer Hughes

Environmental Program Manager
Merrimack Valley Planning Commission
160 Main Street, Haverhill, MA 01830



Town of West Newbury
DRAFT Stormwater Bylaw
DATE

ARTICLE I – GENERAL PROVISIONS

Section 1. Purpose and Objective

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

Section 2. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PERSON: An individual, partnership, association, firm, company, trust, corporation, agency, authority, department or political subdivision of the Commonwealth or the federal government, to the extent permitted by law, and any officer, employee, or agent of such person.

Commented [JH1]: Added this back in because the word is frequently used and may apply to more than one individual.

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

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

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

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

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

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

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

SEDIMENTATION: The process or act of deposition of Sediment.

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

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

Commented [JH2]: This definition is not included in the model bylaws. I know conservation had some concern about the size to be considered a stockpile. Maybe add to regs if this is needed?

STORMWATER AUTHORITY¹: Town of West Newbury or the board, commission, or its agent, designated to administer and enforce this bylaw.

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

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

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

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

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

Section 3. Authority

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

Section 4. Responsibility for administration

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

Section 5. Applicability

A. This Bylaw shall be applicable to any alteration, disturbance, including clearing, grading,

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

excavation, development, or redevelopment that will disturb equal to or greater than 1 acre (43,560 s.f.).

- B. This [bylaw](#) shall apply to land or parcels of land that are held in common ownership (including ownership by related or jointly controlled persons or entities) as of the effective date of this [bylaw](#), if the total land-disturbing activities on said land or parcels, considered as a whole, would presently or ultimately exceed the minimum thresholds established in the West Newbury Stormwater Regulations and are not exempted by Section 6, and no such activity shall commence until a permit under this [bylaw](#) has been issued. A development shall not be segmented or phased in a manner to avoid compliance with this [bylaw](#).

Section 6. Exemptions

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

entering a traveled way or adjacent properties, and all surfaces are permanently stabilized within 14 days of final grade.

Section 7. Regulations

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

Commented [JH3]: Thresholds are defined in this bylaw. This implies they can be changed in the regulations.

Section 8. Enforcement²

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

- A. Civil relief. If a person violates the provisions of this bylaw, regulations, permit, notice, or order issued there under, the Stormwater Authority may seek injunctive relief in a court of competent jurisdiction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.
- B. Orders.
 - (1) If the Stormwater Authority determines that a person's failure to follow the requirements of a Stormwater Management Permit and the related Erosion and Sedimentation Control Plan, or Operations and Maintenance Plan or any other authorization issued pursuant to this bylaw or regulations issued hereunder, then the Authority may issue a written order to the person to remediate the non-compliance and/or any adverse impact caused by it, which may include:
 - (a) A requirement to cease and desist from the land-disturbing activity until there is compliance with the bylaw and provisions of the Stormwater Management Permit or other authorization;
 - (b) Maintenance, installation or performance of additional erosion and sediment control measures;
 - (c) Monitoring, analyses, and reporting

²-Needs review by Town's Enforcement Authorities — Sam Joslin? Michael McCarron? Is this section dependent on whether this is a Zoning Bylaw or a General Bylaw?

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

Section 8. Severability

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

application of this bylaw.

ARTICLE II– STORMWATER MANAGEMENT PERMITS

Section 1. Applicability

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

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

Section 2. Approval and/or Permit

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

Section 3. Consent to Entry onto Property

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

Section 4. Inspection and Site Supervision

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

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

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

Section 6. Surety

The Stormwater Authority may require the applicant to post before the start of land disturbance or construction activity, a surety bond, irrevocable letter of credit, cash, or other acceptable security. The form of the bond shall be approved by the Stormwater Authority and be in an amount deemed

sufficient by the Stormwater Authority to ensure that the work will be completed in accordance with the permit. If the project is phased, the Stormwater Authority may release part of the bond as each phase is completed in compliance with the permit.

Section 7. Final Reports

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

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