



**Town of West Newbury
Select Board
Monday, December 20, 2021 @ 5:30pm**

381 Main Street, Town Office Building

www.wnewbury.org

AGENDA

RECEIVED
TOWN CLERK
WEST NEWBURY, MA

2021 DEC 16 PM 4:31

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

- ❖ MGL Ch. 30A §21(a) 2: To conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel (*Police Chief search; Parks & Rec staffing; Council on Aging/Senior Center staffing*);
- ❖ MGL Ch. 30A §21(a) 3: To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares (*Police Union contract; litigation – opioid manufacturers*);
- ❖ 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 (*31 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 (*public records request; Middle Street Bridge*).

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.
- Regional Vaccination Clinics for COVID booster shots. See Town website for dates and details.
- Call to Boards/Commissions/Committees and Town Departments for FY21 Town Reports!
- Call for volunteers: current opportunities at <https://www.wnewbury.org/volunteer>
- Reminder to subscribe for emailed Town news/announcements at <https://www.wnewbury.org/subscribe>

Regular Business

- A. Joint mtg w/Library Board of Trustees: application for appointment of Ashley Adams to Library Board
- B. Request for endorsement to seek Tree City USA designation – *Fred Chanania, Tree Committee*
- C. Review/potential approval of draft Coffin Street Conservation Restrictions – *Vanessa Johnson-Hall, Greenebelt*
- D. Used Car License Renewal applications
- E. Review/potential approval of Sullivan's Court trail easement (cont'd from 12/6/21)
- F. Review/potential revisions to COVID protocols in Town buildings
- G. Discussion of FY23 budget policy direction (cont'd from 12/6/21)
- H. Report on research regarding MVRTA levels of service, process to seek potential changes
- I. Notice regarding applicability of "MBTA Communities" legislation to West Newbury
- J. Update on CPC review of proposal for CPA admin funds (re Soldiers & Sailors Memorial Bldg.)
- K. Update re discussion w/School Building Committee re use of native plantings
- L. Discussion of policy regarding electric vehicle (EV) charging stations
- M. Review charge of Personnel Committee
- N. Amendments to FY22 wage schedule

Town Manager Updates

- O. Vendor contract, Wage Classification Study
- P. Update re potential staffing structure for 2022 summer rec program
- Q. Project timeline, Page School/Pipestave/Main Street safety audit
- R. Project timeline, Mill Pond All Persons Trail
- S. Upcoming meeting w Town Administrators in Merrimac and Groveland
- T. Acknowledge receipt of recent report Moody's Annual Issuer Comment Report
- U. Follow up meeting assignment; placing items for future agendas

Addendum to Meeting Notice regarding Remote Participation

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

Zoom Meeting

Phone: (646) 558 8656

Meeting ID: 822 3568 1120

Passcode: 476827

Join at <https://us06web.zoom.us/j/82235681120?pwd=YkxSTHNSVHliTWt1eHptOHVqZldFQT09>

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 Council on Aging



QUESTION: Is the Senior Center Open?

ANSWER: Currently the Senior Center is staffed from 8:30 am until 12:30 pm on Monday, Tuesday, Wednesday and Thursday.

QUESTION: When will Grocery Shopping start again?

ANSWER: Henry will resume van trips to Market Basket in January. Please call the Senior Center at 978-363-1104 to sign up.

QUESTION: How do I find out if I qualify for Meals on Wheels?

ANSWER: Call Age Span (formerly Elder Services of the Merrimack Valley) at 1-800-892-0890 and ask for the Intake Department.

QUESTION: When can I come to the Food Pantry?

ANSWER: The Food Pantry is open on the first and third Mondays of every month from 9:00 am until 10:30 am. Please stop by and visit the Food Pantry.

QUESTION: How do I sign up for Foot Care?

ANSWER: To schedule a Foot Care appointment, please call Valerie at 781-424-7707.

QUESTION: Does the Senior Center offer Transportation?

ANSWER: Yes, the Senior Center offers transportation. Call 978-363-1104 to schedule at least 48 hours in advance – the earlier the better.

QUESTION: Can I borrow or donate medical equipment?

ANSWER: Yes, you may borrow medical equipment for as long as you need it. Please call the Senior Center at 978-363-1104. If we are closed, call 978-363-1213.

QUESTION: I am turning 65 this year and have questions about Medicare. Who can I ask?

ANSWER: Call the Senior Center at 978-363-1104 and we will schedule a meeting with a SHINE (Serving the Health Insurance Needs of Everyone) counselor.

TO CLICK OR NOT TO CLICK: THAT IS THE QUESTION

One thing is certain when it comes to cyber crime, email is the most effective way for criminals to deliver malware to an unsuspecting victim. Increasingly, text-based threats are rising as more people do more on mobile devices.

If you are even a little bit suspicious of a text message or email--do not click. Immediately delete.

TAKE-ACTION TIPS

VERIFY TO CLARIFY

If you receive an email or text message requesting you to confirm or submit financial information, your login information, or any other sensitive personal information by clicking a link, don't. Immediately contact the organization (not via the contact information contained in the email) to verify the request. You can also visit the company's legitimate website and log into your account to see if you have any messages or action items.

WHEN IN DOUBT, THROW IT OUT

Links in email, tweets, texts, posts, social media messages and online advertising are an easy way for cyber criminals to get to you. Be wary of clicking on links or downloading anything that comes from a stranger or that you were not expecting. Essentially, don't trust links.

STRANGER DANGER

Remember what you learned about not accepting candy from strangers? Apply that to the online world as well. Do not click links in emails, text messages, chat boxes, etc. from people you do not know--and be suspicious of links sent from those you know as well.



WHAT IS MALWARE?

Malware, or "malicious software," is designed to damage and destroy computers and their systems.

Examples of common malware you may have heard of include: viruses, worms, Trojan viruses, spyware, adware, and ransomware.

Town Manager

From: Town Accountant
Sent: Tuesday, December 14, 2021 9:44 AM
To: Michael Dwyer
Cc: Town Manager; Jeff Durand
Subject: Training Feedback

Hello Mike:

I want to take this opportunity to thank you for yesterday's staff training. I have received a lot of positive feedback from staff. They enjoyed the 911 call and how you made the training fun. I look forward to next weeks.

Thank you,

Stephanie Frontiera

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

Town Manager

From: Town Accountant
Sent: Wednesday, December 8, 2021 2:49 PM
To: DPW Director; DPW Admin; Leah Zambarnardi; Mike Gootee; Assistant Assessor; Corinn Flaherty
Cc: Town Manager; Michael Dwyer
Subject: Additional Training January 7th

Hello:

The last scheduled mandatory AED/CPR/911 training will be held on January 7th at 9:30am to 10:30am. Please respond that you will be attending and if you can't make it that date let me know if you would like to be added to the following:

Dec 13th 930 to 1030
Dec 20th 120:30 to 1130

Thank you,

Stephanie Frontiera

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



A



Town of West Newbury Application for Appointment

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

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

Name: ASHLEY ADAMS

Address: 514 MAIN STREET / PO BOX 504

e-mail: [REDACTED]

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

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

LIBRARY BOARD OF TRUSTEES

Current or past committees served on: HISTORICAL COMMISSION,

LIBRARY DIRECTOR SEARCH COMMITTEE

Relevant skills, expertise and education: PROFESSIONAL ACADEMIC LIBRARIAN,

CURRENT LIBRARY SCIENCE GRADUATE STUDENT @

SIMMONS UNIVERSITY. 7+ YEARS EXPERIENCE

WORKING IN LIBRARIES.

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

Signature: [Handwritten Signature]

Date: NOVEMBER 1, 2021

Board/Committee _____

Appointing Authority _____

Date of Appointment _____ Sworn in _____

Town Manager

From: Ashley Adams [REDACTED]
Sent: Thursday, December 16, 2021 12:20 PM
To: Assistant Clerk
Cc: Town Manager; [REDACTED]; Town Clerk
Subject: Re: Application for Appointment

Hi Christine,

Yes, I am able to attend the meeting on Monday, 12/20.

Thank you and be well,

Ashley

ashley adams | she, her, hers
mobile [REDACTED]
office [REDACTED]

On Dec 16, 2021, at 11:47 AM, Assistant Clerk <assistantclerk@wnewbury.org> wrote:

Dear Ashley,

Thank you for your interest in serving on the Library Board of Trustees.

The Select Board together with the Library Board will consider your application at a joint meeting on Monday, December 20th. The meeting begins at 7:00 pm, and this item is likely to come up shortly after 7:00 pm. The Board invites applicants for new appointments to attend.

Please let me know if you are available to attend. Thank you and have a nice day.

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

From: [Town Manager](#)
To: [Fredric Chanania](#)
Cc: [Ashley Adams](#); [Marcia Sellos-Mauro](#); [Finance Admin](#); [Assistant Clerk](#)
Subject: Re: Appointment of Ashley Adams to Library Board - on the 20th??
Date: Sunday, December 12, 2021 12:44:26 PM

Yes, if the Library Board can attend on 12/20 we'll add this joint appointment to the agenda.
Thanks

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

Sent from my mobile device

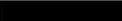
On Dec 12, 2021, at 12:24 PM, Fredric Chanania  wrote:

Angus:

Tuesday night this week, I am expecting the Library Board to recommend the appointment of Ashley Adams to the Library Board of Trustees. She has filed the application for appointment with the town. Is there any way to somehow carve out a time on the SB meeting on the 20th to hold a very short joint meeting to appoint Ashley as a Trustee. This would be to fill the remainder of the term vacated by Sherri Pruyn. That term expires in April 2022.

Let me know if this is feasible so I can alert the Library Board members about attending on the 20th.
Fred
(he/him)



Fredric D. Chanania

West Newbury, MA 01985

Town Manager

From: Town Manager
Sent: Thursday, December 16, 2021 11:26 AM
To: Fredric Chanania
Subject: RE: Tree City USA - Application

Got it, thanks. Yes I'll be around after the 20th. I'm hoping to take some vacation time the last week of the month but will be working through the 23rd. The following week still a bit up in the air.

From: Fredric Chanania [REDACTED]
Sent: Thursday, December 16, 2021 11:15 AM
To: Town Manager <townmanager@wnewbury.org>
Subject: Re: Tree City USA - Application

Good morning Angus:

I have two things to be put on the SB agenda for 12/20 that I will present very briefly.. Probably no more than 10 minutes for both items but I would hope even less -- unless the Board has questions:

1. Appointment of Ashley Adams as a Library Trustee (joint meeting with Library Board members) - you have her application paperwork already. I hope this can be the first item on the agenda.
2. Applying for Tree City USA status - Attached is a pdf of the website for Tree City USA - I think this will be sufficient. We may or may not have the full application ready in time for the 20th. As you said, we don't really need it.

BTW, at some point, I will need your signature on the application. **Will you be around after the 20th?** If not, I can bring by the first two pages of the completed application, and you can sign that page without all the attachments being completed. We are about 95% of the way toward getting everything together.

Fred
 (he/him)



Fredric D. Chanania
 [REDACTED]
 West Newbury, MA 01985

On Wed, Dec 15, 2021 at 5:53 PM Town Manager <townmanager@wnewbury.org> wrote:

Hi, if you have any info you'd like included in the 12/20 packet (in addition to or instead of your email from Sunday) please send to me by late tomorrow if possible. As I think we discussed, the completed application need not be

provided (unless it will be ready and you'd like to share it); all that's needed Monday is to get the Board on record supporting pursuing this designation. Thanks

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

Sent from my mobile device

On Dec 12, 2021, at 10:03 AM, Fredric Chanania [REDACTED] wrote:

Thanks, Angus. I didn't think that there would be an issue, and I would be happy to get this on the agenda for the SB meeting on 12/20.

Fred
(he/him)



Fredric D. Chanania
[REDACTED]
West Newbury, MA 01985

On Sun, Dec 12, 2021 at 9:53 AM Town Manager <townmanager@wnewbury.org> wrote:

Hi,
I'm familiar w this program and have worked for other towns with this designation, I think it's great. I suggest let's add to 12/20 Select Board agenda so they can vote to submit the application. This type of public action to highlight the program is part of what it's all about.

Thanks,
Angus

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

Sent from my mobile device

On Dec 12, 2021, at 9:35 AM, Fredric Chanania [REDACTED] wrote:

Good morning:

By way of heads up, the Tree Committee has been working on an application to the Tree City USA program, which is sponsored by the Arbor Day Foundation. We are finalizing the application, hopefully in the next week. The deadline for filing is Dec. 31st. This is an honorary-type designation, does not commit us to doing anything we are not already doing, and does not cost us anything. Here is what the website says about becoming a "Tree City":

"Publicly demonstrating your commitment to the environment is a great way to build pride among residents, as well as position your community as an attractive place to live. To help you share your award, we send signs, flags, press releases, and other materials after your acceptance."

Is there any reason that we should not go ahead and file the application? Do we need a nod/vote from the Select Board or Town Manager? Wayne A. is on board with doing this.

Let me know. I am happy to send you a copy of the application when ready, but I wanted to get an early read on any process that the Tree Committee needs to follow as time is short, unfortunately.

Thanks very much,
Fred
(he/him)



Fredric D. Chanania
[REDACTED]
West Newbury, MA 01985



TREE CITY USA®

- [ABOUT THE PROGRAM](#)
- [BECOME A TREE CITY SM](#)
- [RECOGNIZED CITIES](#)
 - [CONTACT US](#)

ABOUT TREE CITY USA

Cooler temperatures. Cleaner air. Higher property values. Healthier residents.

The benefits trees bring to urban environments are endless — and by earning Tree City USA recognition, your community can experience them firsthand.

The Tree City USA program provides communities with a [four-step framework](#) to maintain and grow their tree cover. It also gives them an avenue to celebrate their work, showing residents, visitors, and the entire country that they're committed to the mission of environmental change.

IN 2020

3,676

RECOGNIZED CITIES

\$1,455,188,121

INVESTED IN URBAN FORESTRY

749,568

TREES PLANTED

PROGRAM HISTORY

Started in 1976, Tree City USA is one of the Arbor Day Foundation's oldest programs. Our founders had a vision for a greener, healthier America, and hoped this initiative would inspire change on a nationwide level.

The first Tree City USA cohort was comprised of 42 communities in 16 states. Today, the program includes more than 3,600 communities from all 50 states, Washington D.C., and Puerto Rico.

We've seen a lot of change over the years — but our participants' passion for trees has remained the same.

Our story isn't over. We hope to continue growing our network, city by city, until every American can live in a Tree City USA community.



WHY BECOME A TREE CITY USA COMMUNITY?

A thriving urban forest offers many advantages to communities. Here are just a few:

- Trees help absorb the sounds of traffic in urban areas by 40%.
- Neighborhoods with trees are seven to nine degrees cooler than those without.
- Trees reduce energy costs up to 25% by shading buildings and protecting them from winter winds.
- Homes with trees have higher property values.
- Green space plays a major role in improving mental and physical health.
- Planting and maintaining trees absorbs carbon dioxide in the atmosphere, mitigating the effects of climate change.

Publicly demonstrating your commitment to the environment is a great way to build pride among residents, as well as position your community as an attractive place to live. To help you share your award, we send signs, flags, press releases, and other materials after your acceptance.

Town Manager

From: Town Manager
Sent: Wednesday, December 8, 2021 5:15 PM
To: Rick Parker; David Archibald; Wendy Reed
Cc: Town Clerk
Subject: Fwd: CRs and MOA for Coffin St Conservation Project
Attachments: SOWLLC Stewardship MOA (Draft 12.8.21).pdf; CR_SOWLLCtoGreenbeltTwn_DRAFT_11.3.21_ConsCommEdits12.6.21.pdf; CR_GreenbeltToWNB_DRAFT_11.9.21_ConsCommEdits12.6.21.pdf

FYI in case you want to get a jump on this before the 12/20 packets go out -

Begin forwarded message:

From: Vanessa Johnson-Hall [REDACTED]
Date: December 8, 2021 at 3:48:11 PM EST
To: Town Manager <townmanager@wnewbury.org>, Conservation <conservation@wnewbury.org>
Cc: Judy Mizner [REDACTED], John Dodge [REDACTED]
Subject: CRs and MOA for Coffin St Conservation Project

Dear Angus and Michelle,

I have attached revised CRs for the Coffin Street Conservation project with edits based upon comments received from the Conservation Commission at their Dec. 6 meeting:

- the draft CR from Greenbelt to the Town on the parcel Greenbelt will acquire, and
- the draft CR from Save Our Wetlands LLC to Greenbelt and the Town.

The Conservation Restriction from Greenbelt to the Town is fairly straightforward. The CR from SOW LLC to Greenbelt and the Town is unusual in that it grants Greenbelt and the Town a temporary easement area on the adjacent, unrestricted SOW LLC property that will allow Greenbelt and the Town to determine trail access connecting from Coffin Street to the rest of the trails on the CR area. After a trail route is determined, the trail corridor will become a permanent easement.

The Conservation Commission requested that a separate MOA be drafted outlining how Greenbelt and the Town will collaborate on CR stewardship for the SOW LLC property. I have therefore also attached a draft MOA based largely on the MOA that was signed with the town for the stewardship of the Brown Spring Farm APR.

The Cons Comm will review these edits and the draft MOA at their December 20th meeting. I understand the Select Board will also review these documents on Dec. 20. If the time slots can be coordinated, I can attend both meetings.

Thank you,
Vanessa

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

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



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

PARTIES

MEMORANDUM OF AGREEMENT (hereinafter, “Agreement”) by and among the Town of West Newbury (hereinafter, the “Town”) of 381 Main Street, West Newbury, MA 01985, acting by and through its Conservation Commission, and Essex County Greenbelt Association, Inc. (hereinafter, “Greenbelt”) of 82 Eastern Avenue, Essex, Massachusetts 01929.

PURPOSE

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

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

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

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

A. Greenbelt Agrees To:

1. Accept sole monitoring responsibilities with respect to the CR, including maintaining permanent stewardship records.
2. Accept sole responsibility for reviewing any Landowner requests requiring approval or notice according to the terms of the CR, and inform the Town of any decisions made by Greenbelt and/or the Landowner regarding said Landowner requests.
3. Accept sole responsibility to monitor the compliance by Landowner with the terms and provisions of the CR and submit a copy of all Monitoring Reports to the West Newbury Conservation Commission.
4. Accept primary enforcement responsibilities with respect to any suspected violations of the CR. Greenbelt agrees to work collaboratively with the Town to enforce any suspected violations of the CR. Greenbelt agrees that in the event of any activity on the Premises that may be inconsistent with

or a violation of the terms of the CR, Greenbelt and the Town shall work together to resolve the suspected violation.

5. Abide by the terms and conditions of the APR.
6. Collaborate with the Town on outreach, events, and publicity about the project.

B. The Town agrees to:

1. Delegate responsibility of monitoring and enforcing the terms of the CR to Greenbelt, provided Greenbelt shall provide copies of written correspondence between Greenbelt and the Landowner to the Town to ensure that the Town is informed about how the terms and provisions of the CR are monitored and enforced by Greenbelt.
2. Provide timely feedback to Greenbelt about any information or Notices provided by Greenbelt to the Town, especially if and when Greenbelt is deciding how to proceed with a violation of the CR.
3. Abide by the terms and conditions of the CR.
4. Collaborate with Greenbelt on outreach, events, and publicity about the project.

C. Taking Effect and Duration

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

D. Amending and Termination

This Agreement shall be reviewed upon the request of Greenbelt or the Town and can be updated and revised in writing signed by all parties, so long as any revisions do not substantially impair the enforcement of the CR as agreed upon by the Town and Greenbelt. In the event of the termination of this Agreement, the Town and Greenbelt shall negotiate an alternative arrangement for the monitoring and enforcement of the CR. In the event any issues of controversy arise under this Agreement, the Town and Greenbelt shall first attempt to negotiate in good faith the resolution of the controversy, thereafter the Town and Greenbelt may pursue alternative dispute resolution to resolve any issue. The process may include, but is not limited to, conciliation, mediation and arbitration. If Greenbelt and the Town are not able to reach an agreement, Greenbelt and the Town may pursue any and all remedies available, including proceeding to a court of competent jurisdiction.

The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

E. Coordination of the Parties

1. All publicity related to acquisition and protection of the CR, including press releases, brochures, maps and signs shall list Greenbelt and the Town.
2. This Agreement shall become effective upon signature of all parties.
3. This Agreement may only be amended with the written agreement by all parties.
4. Nothing herein shall modify the responsibilities and obligations of the Town and Greenbelt as set forth in the CR.

F. Compliance with the Law

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

G. Representatives of the Parties.

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

Town Authorized Representative:

Town of West Newbury
ATTN: Town Manager, with copy to the
Conservation Commission c/o Conservation Agent
381 Main Street
West Newbury, MA 01985
Tel: (978) 363-1100

Greenbelt Authorized Representative:

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

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

ESSEX COUNTY GREENBELT ASSOCIATION, INC.

By: _____
Name: Katherine Bowditch
Title: President
Hereunto duly authorized

TOWN OF WEST NEWBURY
SELECT BOARD

Richard Parker, Chairperson

David W. Archibald, Vice Chairperson

Wendy Reed

GRANTOR: Essex County Greenbelt Association,
Inc

GRANTEE: Town of West Newbury

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

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

CONSERVATION RESTRICTION

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

I. PURPOSES:

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

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

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

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

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

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

II. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

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

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

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

B. Permitted Acts and Uses

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

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XV.). Grantor shall provide prior notice to Grantee for any vegetation management activity that impacts greater than one-half (1/2) contiguous acre;
2. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
3. Composting. Stockpiling and composting stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises.
4. Natural Habitat and Ecosystem Improvement. With prior notice to the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;

5. Outdoor Passive Recreational and Educational Activities. Hiking, horseback riding, cross-country skiing, snowshoeing, ice-skating, nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and educational activities.
6. Trails. Maintaining and constructing trails as follows:
 - a. Existing Trails. Conducting routine maintenance of existing trails.
 - b. New Trails. With prior written approval of the Grantee, constructing new trails or relocating existing trails.
 - c. Trail Features. With prior written approval of the Grantee, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features; and
 - d. Other Trail Structures. With prior ~~notice to~~ written approval from the Grantee, the installation of split-rail fencing, gates, and the like to manage public access to, from and on the Premises.
7. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises.
8. Indigenous Cultural Practices. Allowing indigenous peoples to:
 - a. Conduct cultural land ceremonial uses. Cultural practices are defined, for the purposes of this Conservation Restriction, as including traditional spiritual ceremonies, seasonal celebrations, offerings, and cultural, educational, and interpretive programming; and
 - b. Harvest plant-life using sustainable methods, including regrowth and replanting to ensure sustainable populations for traditional cultural practices and non-commercial purposes.
9. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee.
10. Other Activities. ~~Such o~~Other non-prohibited activities or uses of the Premises may be permitted with the prior approval of the Grantee provided that the Grantee has made a finding, such finding to be documented in writing and kept on file at the

office of the Grantee, that such activities are consistent with the Reserved Rights, do not impair the conservation values and purposes of this Conservation Restriction, and, where feasible, result in a net gain in conservation value of the Premises.

C. Site Restoration

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

D. Compliance with Permits, Regulations, Laws

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

E. Notice and Approval.

1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
 - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
 - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
 - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals.
 - d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Purposes and Conservation Values.
2. Grantee Review. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.

3. Resubmittal. Grantee's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

III. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

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

B. Legal and Injunctive Relief.

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.
2. Notice and Cure. In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.
3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including counsel fees) incurred by the Grantee in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

C. Non-Waiver

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

D. Disclaimer of Liability

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

E. Acts Beyond the Grantor's Control

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

IV. PUBLIC ACCESS

The Grantor grants access to the Premises to the general public and agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Paragraph II.B.5. provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the Purposes and Conservation Values. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Paragraph II.B.5. The Grantor's right to grant public access across the Premises is subject to the restrictions described in this Conservation Restriction. Any public use which is permitted by the terms of this Conservation Restriction constitutes permission to use the Premises for the purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantee hereto benefit from exculpation from liability to the extent provided in such section.

V. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or

successor official (“Secretary”), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

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

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

C. Grantee’s Receipt of Property Right

Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted Premises. The proportionate value of the Grantee’s property right will be determined as of the date of termination, release, or extinguishment. Any proceeds that result from any such extinguishment, release, or termination will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

D. Cooperation Regarding Public Action

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

VI. DURATION and ASSIGNABILITY

A. Running of the Burden

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

B. Execution of Instruments

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

C. Running of the Benefit

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

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

VII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than ~~twenty-sixty~~ (2060) days prior to the effective date of such transfer. Any transfers shall receive prior approval by Grantee to assure that the Premises is transferred to a qualified conservation organization. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantee may record, in the applicable registry of deeds, or registered in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Grantor's Liability

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

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within thirty (30) [*60 days for municipalities unless otherwise agreed upon*] days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

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

X. AMENDMENT

A. Limitations on Amendment

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

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

B. Amendment Approvals and Recording

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

XI. EFFECTIVE DATE

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

XII. NOTICES

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

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

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

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

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

XIII. GENERAL PROVISIONS

A. Controlling Law

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

B. Liberal Construction

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

C. Severability

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

D. Entire Agreement

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

XIV. BASELINE DOCUMENTATION REPORT

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

XV. MISCELLANEOUS

A. Pre-existing Public Rights

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

B. Release of Homestead

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

C. No Surety Interest

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

C. Prior Encumbrances

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

D. Attached hereto and incorporated herein by reference are the following:

Signature pages:

Grantor

Grantee Acceptance

Approval of Select Board

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

Exhibits:

Exhibit A: Description of Premises

Exhibit B: Reduced Copy of Recorded Plan of Premises

Exhibit C: Town Vote Authorizing the Use of CPA Funds

WITNESS my hand and seal this ____ day of _____, 2021,

By: _____
Katherine Bowditch
Its: President, duly authorized

By: _____
Timothy Fritzingler
Its: Treasurer, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared Katherine Bowditch and Timothy Fritzingler, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF TOWN OF WEST NEWBURY CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the Town of West Newbury, Massachusetts, hereby certify that at a public meeting duly held on _____, 2021, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from Essex County Greenbelt Association, Inc. pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 of the Massachusetts General Laws and do hereby accept the foregoing Conservation Restriction.

**TOWN OF WEST NEWBURY
CONSERVATION COMMISSION:**

Judith Mizner, Chair

Margaret Hawkins

Thomas Atwood

Katherine Feehery

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this _____ day of _____, 2021, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL OF TOWN OF WEST NEWBURY SELECT BOARD

We the undersigned, being a majority of the Select Board of the Town of West Newbury hereby certify that at a public meeting duly held on _____, 2021, the Select Board voted to approve the foregoing Conservation Restriction from Essex County Greenbelt Association, Inc. to the Town of West Newbury, under the care, custody and control of the Conservation Commission, in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

TOWN OF WEST NEWBURY SELECT BOARD

Rick Parker, Chairperson

Wendy Reed

David Archibald, Vice Chairperson

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this _____ day of _____, 2021, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as Select Board Member.

Notary Public
My Commission Expires:

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

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

Dated: _____, 2021

Kathleen A. Theoharides
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared Kathleen A. Theoharides, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

Description of the Premises

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

Street Address: 0 Coffin Street

EXHIBIT B

Reduced Copy of Plan of Premises

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

LEGEND

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

NOTES

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

ZONING INFORMATION

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

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

RECORD OWNERS

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

ASSESSOR'S REFERENCES

MAP 230, LOT 40 (0 COFFIN STREET)

PLAN REFERENCES

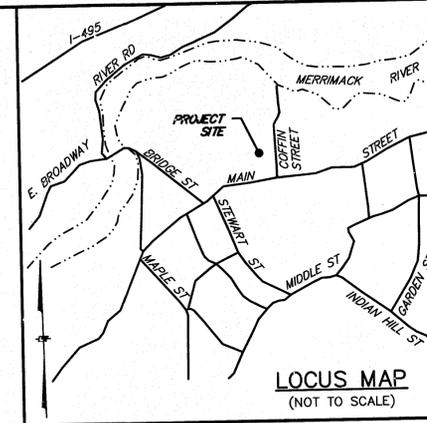
THE FOLLOWING PLANS ARE ON FILE AT THE SOUTHERN ESSEX DISTRICT REGISTRY OF DEEDS:

- PLAN BOOK 454, PLAN 4
- PLAN BOOK 404, PLAN 44
- PLAN BOOK 397, PLAN 51
- PLAN BOOK 325, PLAN 50
- PLAN BOOK 187, PLAN 48
- PLAN BOOK 162, PLAN 52
- PLAN BOOK 180, PLAN 61
- PLAN BOOK 187, PLAN 85
- PLAN BOOK 245, PLAN 71
- PLAN BOOK 307, PLAN 55
- PLAN BOOK 347, PLAN 72

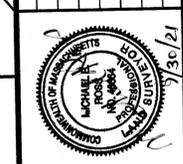
DEED REFERENCES

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

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



NO.	DATE	REVISION	BY



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

CHECK
MER/MAW

DRAFT
MRM

DESIGN

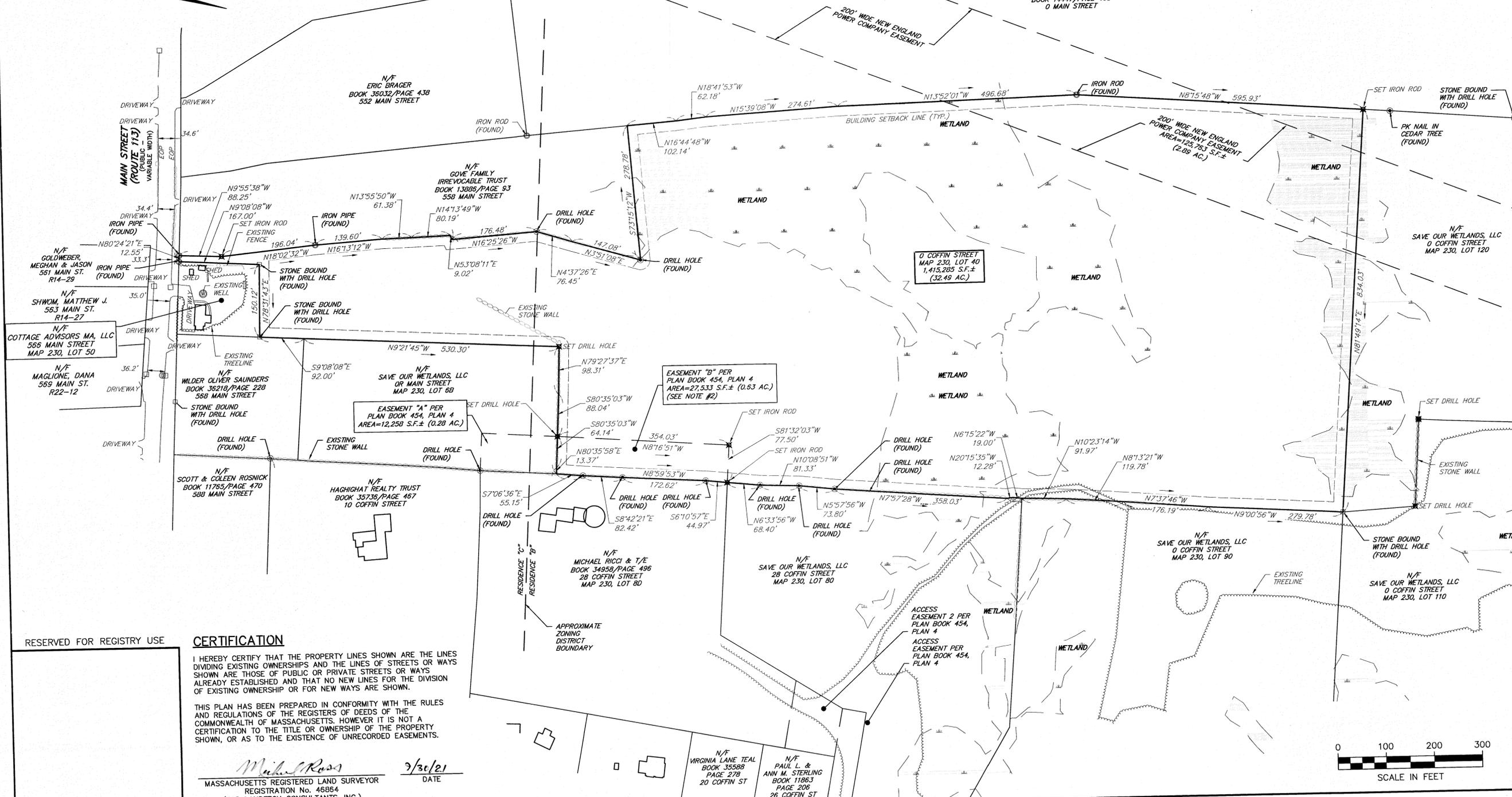
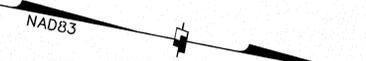
PLAN OF LAND
MAP 230, LOT 40
0 COFFIN STREET
WEST NEWBURY, MASSACHUSETTS

JULY 29, 2021

SCALE: 1" = 100'

LandTech
Consultants
Engineering/Design/Surveying/Permitting
515 Gorton Road, - Westford, MA 01886
Ph: (978) 892-0100 - landtechinc.com

JOB NO. Z1-171
DWG. NO. 10916
SHEET 1 of 1



CERTIFICATION

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

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

Michael Rossi
MASSACHUSETTS REGISTERED LAND SURVEYOR
REGISTRATION No. 46884
(FOR LANDTECH CONSULTANTS, INC.)

7/30/21
DATE

RESERVED FOR REGISTRY USE

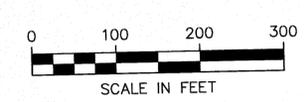


EXHIBIT C

Copy of Town Meeting Vote

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

CONSERVATION RESTRICTION

Save Our Wetlands, LLC, being the sole owner of the Premises as defined herein, for its successors and assigns (“Grantor”), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant, with QUITCLAIM COVENANTS, to Essex County Greenbelt Association, Inc., a Massachusetts not for profit corporation having its principal office at 82 Eastern Ave., Essex, Massachusetts 01929, its permitted successors and assigns (“Primary Grantee”), and to the Town of West Newbury, a Massachusetts municipal corporation, acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, having its principal office at 381 Main Street, West Newbury, Essex County, Massachusetts 01860, and its permitted successors and assigns (“Secondary Grantee” and, together with the Primary Grantee, the “Grantees”), for eighty-seven thousand five hundred dollars (\$87,500.00), IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on two parcels of land located in West Newbury containing a total of approximately 20.49 acres, the (“Premises”), which Premises is more particularly described in Exhibit A and shown in the attached reduced copy of a survey plan in Exhibit B (the “Conservation Restriction Plan”), both of which are incorporated herein and attached hereto.

I. PURPOSES

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

The Conservation Restriction was acquired utilizing, in part, Community Preservation Act funds pursuant to Chapter 44B of the Massachusetts General Laws, which funds were authorized for such purposes by a vote of the West Newbury Town Meeting on May 22, 2021, and a copy of the

Town Meeting Vote authorizing the use of such funds for such purpose is attached hereto as Exhibit C.

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

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

II. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

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

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

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

B. Permitted Acts and Uses

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

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

6. Trails. Maintaining and constructing trails as follows:
 - a. Existing Trails. Conducting routine maintenance of existing trails as documented in the Baseline Report;
 - b. New Trails. With prior written approval of the Primary Grantee, constructing new trails;
 - c. Trail Features. With prior written approval of the Primary Grantee, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features;
 - d. Horse Jump. The maintenance and replacement of the existing horse jump, as documented in the Baseline Report, and, with prior approval of the Primary Grantee, construction of up to three (3) additional horse jumps, provided said horse jumps do not impede Public Access as described in Section IV below.
7. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantees' interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;
8. Grazing and Pasturing Farm Animals. Solely on that parcel labeled as "Map 230 Lot 110" on the Conservation Restriction Plan, and solely in areas already cleared of trees as of the date of this Conservation Restriction, as documented in the Baseline Report, unless additional areas are cleared as permitted in paragraph 9 below, the grazing and pasturing of up to a total two (2) horses, ponies, donkeys, or mules (collectively, "Equine Animals"), or the equivalent in animal units of sheep, goats, llamas, alpacas, or other grazing animal, shall be permitted for personal use only, (collectively, "Grazing Activities") provided:
 - a. The grazing and pasturing of any animal or animals beyond two Equine Animals shall require a conservation plan, such as a Natural Resources Conservation Service (NRCS) Conservation Plan, (the "Grazing Plan") prepared for the Premises, and approved in writing by the Primary Grantee. The Grazing Plan shall be developed in accordance with generally-accepted Best Agricultural Practices, and shall, at a minimum, address the following:
 - i. Establish wetland buffers and/or filter strips comprised of a minimum of fifty (50) feet from edge of wetlands and waterways to prevent adverse impacts to the water quality of existing wetlands and waterways;
 - ii. Establish and govern the type and number of each type of animal unit permitted on the Premises, and analyze the pasturage potential of the Premises and establish and govern the cycling of pasturage, and any other measures necessary to ensure the carrying capacity of the Premises is not exceeded in order to protect water quality, prevent soil erosion, and otherwise protect the Conservation Values; and

- iii. describe how grazing activities will maximize soil and water conservation, and promote Healthy Soils and Practices as defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws (“Healthy Soils and Practices”);
 - b. Temporary Improvements. With prior notice to the Primary Grantee, constructing and maintaining fencing, hayracks, watering troughs, or similar, temporary structures intended to support approved Grazing Activities, and no more than one (1) “run-in” shelter or other three-sided shelter. For the purposes of this Conservation Restriction, the term “temporary” shall mean any improvement without a foundation that can be constructed or removed without significant disturbance of the soil;
 - c. Well. With prior written approval of the Primary Grantee, the installation, maintenance and use of one (1) water well to provide water for permitted Grazing Activities.
9. Field Expansion. With prior written approval of the Primary Grantee, the clearing of up to a total of one-half (1/2) acre of forestland on on that parcel labeled as “Map 230 Lot 110” on the Conservation Restriction Plan, and one-half (1/2) acre forestland on on that parcel labeled as “Map 230 Lot 120” on the Conservation Restriction Plan, provided that said areas are not resource areas protected by the Massachusetts Wetlands Protection Act or local bylaws. If clearing is requested on a contiguous one-half (1/2) contiguous acre of forestland, then prior to any said clearing, Primary Grantee may require Grantor to submit a Forest Stewardship Plan to the Primary Grantee for approval. The Forest Stewardship Plan shall:
- a. be prepared by a forester licensed through the MA Department of Conservation and Recreation (“DCR”) and shall follow the “Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans” (as such guidelines may be amended by DCR or its successor agency) and such statutes, regulations and directions in effect at the time of the approval of said Forest Stewardship Plan; and
 - b. include provisions designed to comply with the recommended activities and guidelines and required best management practices established in the Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish & Kittredge, University of Massachusetts, Amherst & DCR; 2013) and subsequent versions as may be approved by the Forestry Bureau (“Forestry BMPs”);
10. Indigenous Cultural Practices. With prior written notice to the Primary Grantee, allowing indigenous peoples to:
- a. Conduct cultural land ceremonial uses. Cultural practices are defined, for the purposes of this Conservation Restriction, as including traditional spiritual ceremonies, seasonal celebrations, offerings, and cultural, educational, and interpretive programming; and

- b. Harvest plant-life using sustainable methods, including regrowth and replanting to ensure sustainable populations for traditional cultural practices and non-commercial purposes, with prior notice to the Grantee for any activity impacting greater than one-quarter (1/4) contiguous acre;

11. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Primary Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Primary Grantee;

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

C. Site Restoration

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

D. Compliance with Permits, Regulations, Laws

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

E. Notice and Approval.

1. Notifying Primary Grantee. Whenever notice to or approval by Grantees or Primary Grantee is required, Grantor shall notify or request approval from Primary Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:

- a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
 - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
 - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals.
 - d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Primary Grantee to make an informed judgment as to its consistency with the Purposes and Conservation Values.
2. Primary Grantee Review. Where Grantees' or Primary Grantee approval is required, Primary Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Primary Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Primary Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party. Primary Grantee shall coordinate review of approval requests with Secondary Grantee in accordance with a separate, non-recorded agreement on file with the Grantees.
3. Resubmittal. Primary Grantee's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

III. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

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

B. Legal and Injunctive Relief

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

2. Notice and Cure. In the event the Grantees determine that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantees shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantees may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantees determine that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantees may notify the proper authorities of such violation.
3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantees all reasonable costs and expenses (including counsel fees) incurred by the Grantees in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.
4. Coordination between Primary and Secondary Grantee. Whenever there is a question of whether there is a violation of this Conservation Restriction, or how to proceed in addressing the violation, the Primary Grantee shall consult with the Secondary Grantee. ~~The Primary Grantee shall then determine whether there is a violation and how to proceed in addressing the violation. The Primary Grantee's decision shall in all cases be the final and controlling decision binding on both Grantees. In the event that no response is received from the Secondary Grantee within thirty (30) days, the Primary Grantee shall notify Grantor and proceed as provided in Paragraph IV.B.2 in accordance with the terms of a Memorandum of Agreement between the Grantees.~~

C. Non-Waiver

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

D. Disclaimer of Liability

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

E. Acts Beyond the Grantor's Control

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

IV. PUBLIC ACCESS

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

The Grantees are hereby granted an affirmative right to use and maintain the Existing Public Trails on the Premises for public use, including signing said trails, and to create, establish, use, and maintain the Potential Future Public Trails on the Premises for public use. The Grantor and Grantees agree that the locations of the Potential Future Public Trails shown on Exhibit D are approximate. The locations of the Potential Future Public Trails may be subject to change to prevent adverse impacts upon wetlands and other natural resources and/or to comply with any laws, statutes, rules or regulations intended to protect the same. Additionally, any trail located on the Premises may be relocated from time to time (i) by either or both Grantees, at such party's sole expense, to protect resource values, so long as such relocated trails do not unreasonably interfere with Grantor's use of the Premises for residential purposes, or (ii) upon mutual agreement by Grantor and Grantees at the expense of the party requesting such relocation.

Additionally, in furtherance of the Purposes generally and the establishment of an interconnected public trail system on, over and across the Premises and other adjacent land specifically, the Grantor hereby grants to the Grantees the following easements on, over and across certain portions of the Grantor's adjacent land identified as Parcel 0230-0000-00090 in the Town of West Newbury Assessor's records and partially shown on the Conservation Restriction Plan (the "Adjacent Land"): (i) commencing on the effective date of this Conservation Restriction, a temporary easement to create, construct and/or establish a ten (10) foot wide unpaved trail for

access and recreational use by the public (the “Connecting Trail”) within that portion of the Adjacent Land shown as “Initial Easement Area” on the sketch plan attached hereto as Exhibit E and incorporated herein, which easement shall expire upon the earlier to occur of (A) the completion of the creation, construction and/or establishment of the Connecting Trail within the Initial Easement Area or (B) the fifth (5th) anniversary of the effective date of this Conservation Restriction with no such trail have been created, constructed and/or established, and (ii) commencing on the date on which the creation, construction and/or establishment of the Connecting Trail has been completed in accordance with the terms of the foregoing temporary easement, a perpetual easement to use and maintain the Connecting Trail for access and recreational use by the public within a twenty (20) foot wide portion of the Adjacent Land centered upon the centerline of the Connecting Trail as actually created, constructed and/or established. Any public use of the Connecting Trail pursuant to the terms of this Conservation Restriction constitutes permission to use the applicable portion of the Adjacent Land for the purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantees hereto benefit from exculpation from liability to the extent provided in such section. The Grantor and the Grantees acknowledge and agree that the Adjacent Land is not part of the Premises and that the Adjacent Land is encumbered by this Conservation Restriction only to the extent expressly set forth in this paragraph.

V. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

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

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

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

C. Grantees’ Receipt of Property Right

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

Formatted: List Paragraph, Justified

Grantees' property rights is as of the Effective Date (See Paragraph XII.) and will be determined by an appraisal. Such proportionate value of the Grantees' property right shall remain constant.

D. Cooperation Regarding Public Action

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

VI. DURATION and ASSIGNABILITY

A. Running of the Burden

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

B. Execution of Instruments

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

C. Running of the Benefit

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

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

VII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantees not less than twenty (20) days prior to the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantee may record, in the applicable registry of deeds, or registered in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Grantor's Liability

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

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Primary Grantee shall, within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

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

X. AMENDMENT

A. Limitations on Amendment

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

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

B. Amendment Approvals and Recording

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

XI. EFFECTIVE DATE

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

XII. NOTICES

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

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

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

To Grantees: Essex County Greenbelt Association, Inc.
ATTN: Director of Stewardship

P.O. Box 1026
82 Eastern Ave.
Essex, MA 01929

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

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

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

XIII. GENERAL PROVISIONS

A. Controlling Law

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

B. Liberal Construction

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

C. Severability

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

D. Entire Agreement

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

XIV. BASELINE DOCUMENTATION REPORT

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

XV. MISCELLANEOUS

A. Pre-existing Public Rights

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

B. Release of Homestead

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

C. Subordination

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

D. Prior Encumbrances

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

E. Attached hereto and incorporated herein by reference are the following:

Signature pages:

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

Exhibits:

Exhibit A: Legal Description of Premises
Exhibit B: Reduced Copy of Recorded Conservation Restriction Plan
Exhibit C: Town Vote Authorizing the Use of CPA Funds
Exhibit D: Trails
Exhibit E: Initial Easement Area
Exhibit F: LLC Certificate of Vote

WITNESS my hand and seal this ____ day of _____, 2021,

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

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared Ross Haghghat, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT

The foregoing Conservation Restriction from Save Our Wetlands, LLC was accepted by Essex County Greenbelt Associatin, Inc. this _____ day of _____, 2021.

By: _____
Katherine Bowditch
Its: President, duly authorized

By: _____
Timothy Fritzingler
Its: Treasurer, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this _____ day of _____, 2021, before me, the undersigned notary public, personally appeared Katherine Bowditch and Timothy Fritzingler, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF TOWN OF WEST NEWBURY CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the Town of West Newbury, Massachusetts, hereby certify that at a public meeting duly held on _____, 2021, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from Save Our Wetlands, LLC pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 of the Massachusetts General Laws and do hereby accept the foregoing Conservation Restriction.

**TOWN OF WEST NEWBURY
CONSERVATION COMMISSION:**

Judith Mizner, Chair

Margaret Hawkins

Thomas Atwood

Katherine Feehery

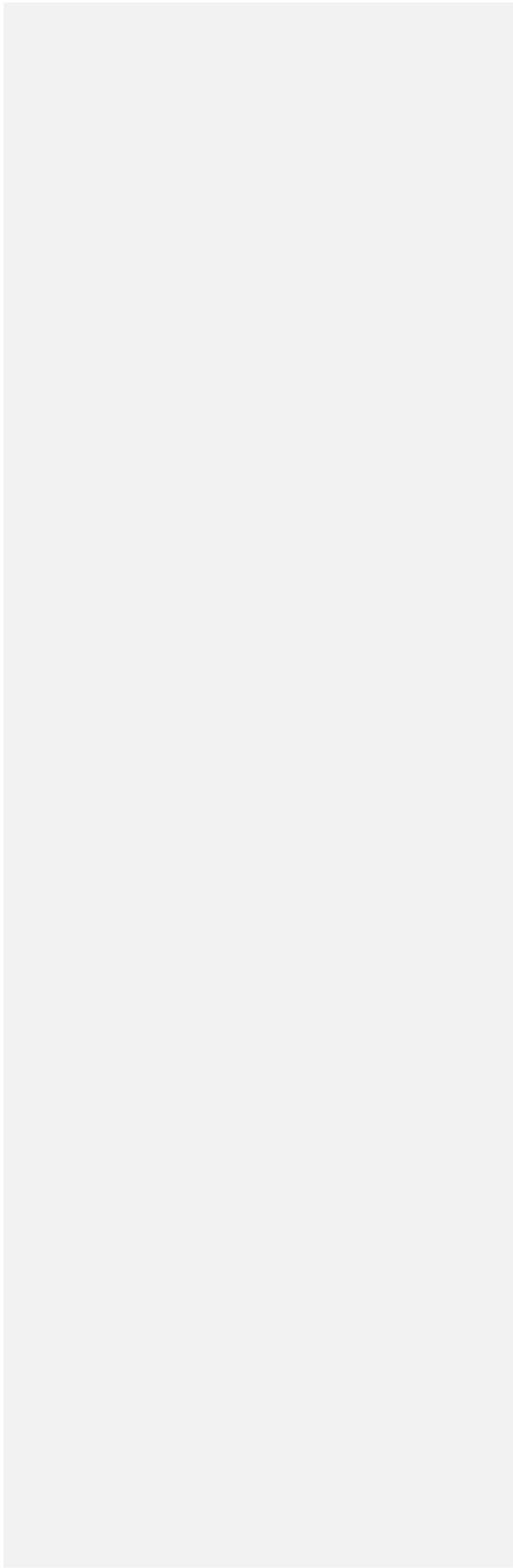
COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

CR_SOWLLCtoGreenbeltTwn_DRAFT_11.3.2021

Notary Public
My Commission Expires:



APPROVAL OF TOWN OF WEST NEWBURY SELECT BOARD

We the undersigned, being a majority of the Select Board of the Town of West Newbury, hereby certify that at a public meeting duly held on _____, 2021, the Select Board voted to approve the foregoing Conservation Restriction from Save Our Wetlands, LLC to Essex County Greenbelt Association, Inc., and the Town of West Newbury in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

TOWN OF WEST NEWBURY SELECT BOARD

Rick Parker, Chair

Wendy Reed

David Archibald

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as Select Board Member.

Notary Public
My Commission Expires:

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

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

Dated: _____, 2022

Kathleen A. Theoharides
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

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

Notary Public
My Commission Expires:

EXHIBIT A

Description of the Premises

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

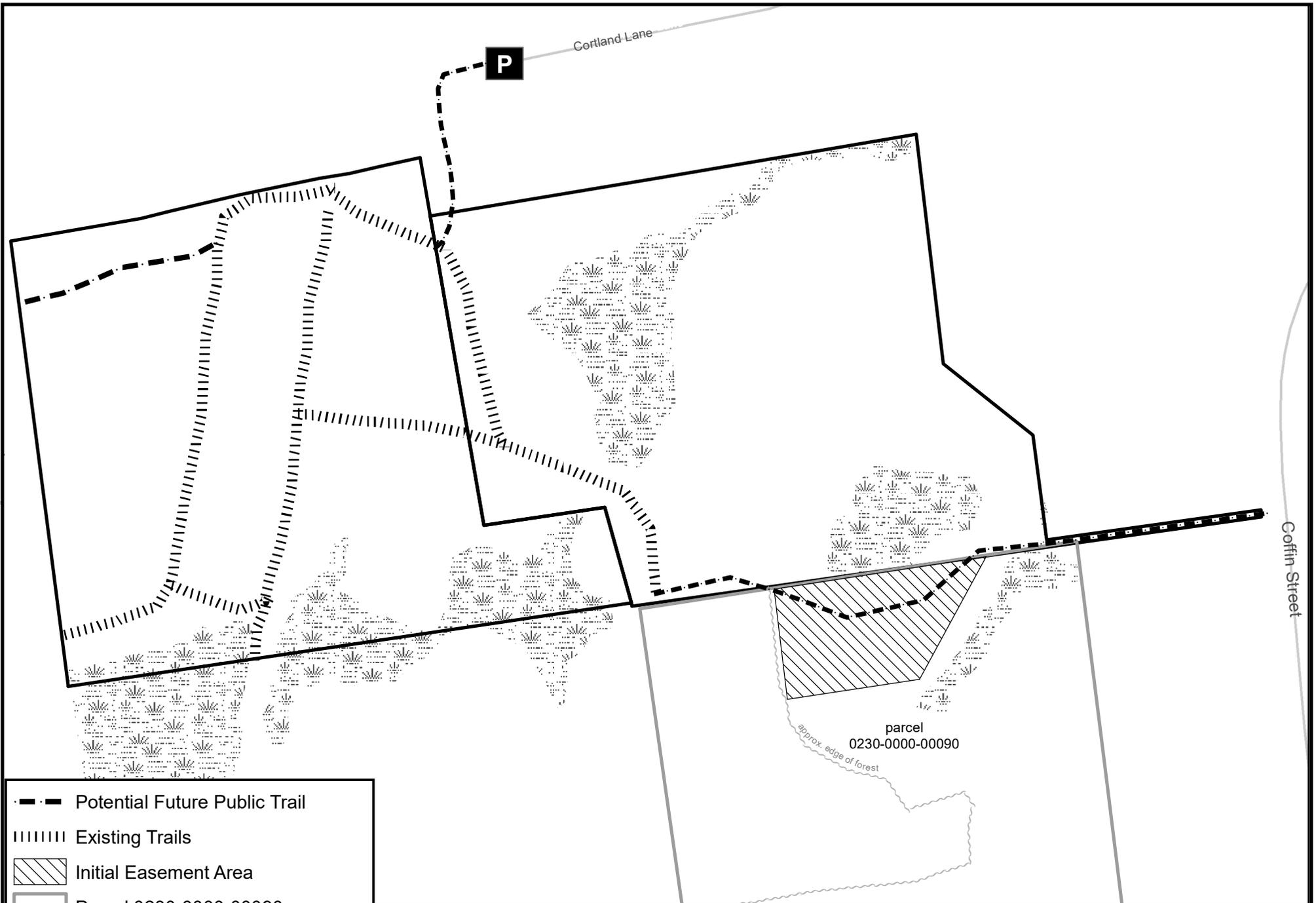
Street Address: 0 Coffin Street, West Newbury

CR_SOWLLCtoGreenbeltTwn_DRAFT_11.3.2021

EXHIBIT B

Reduced Copy of Plan of Premises

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



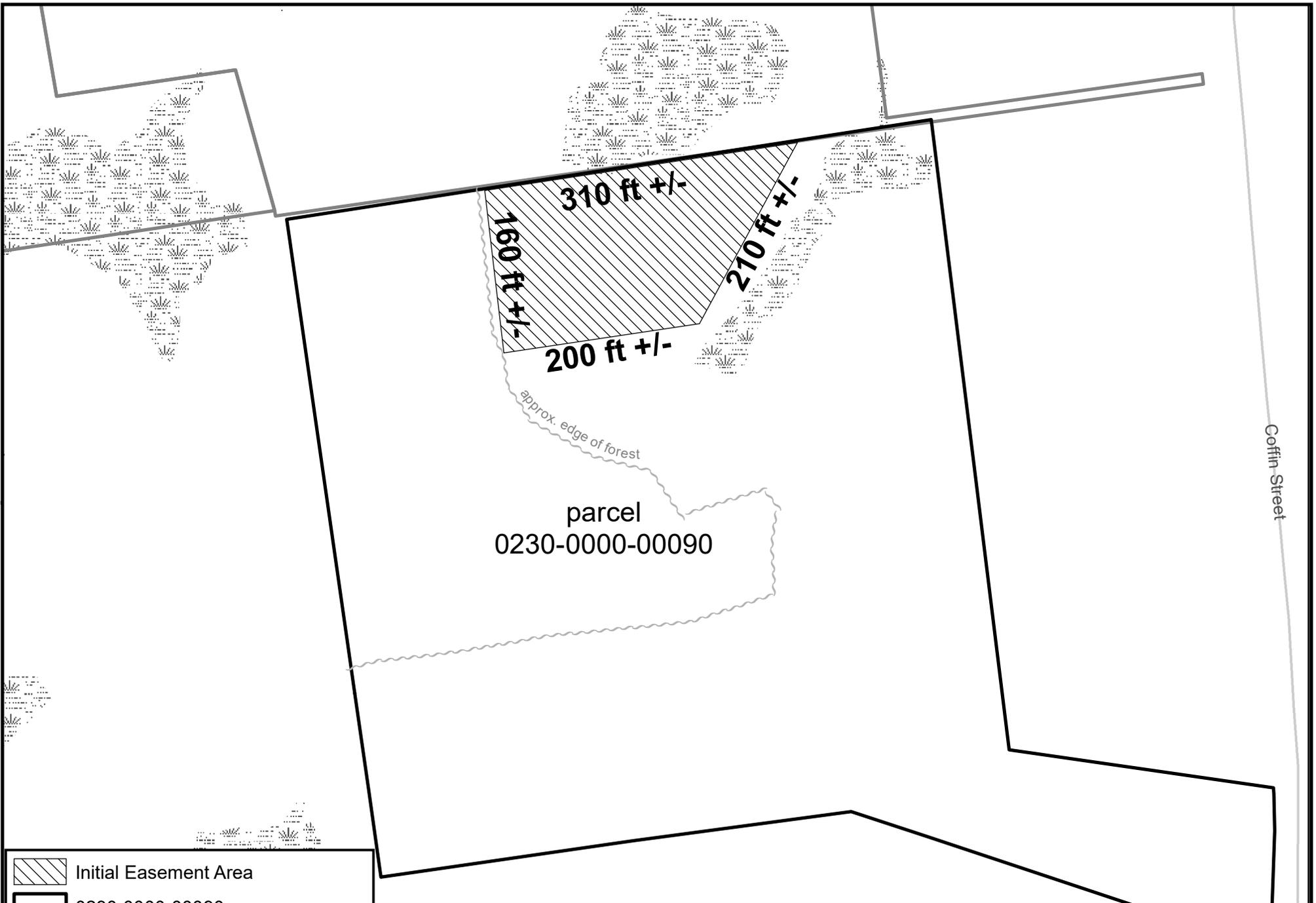
-  Potential Future Public Trail
-  Existing Trails
-  Initial Easement Area
-  Parcel 0230-0000-00090
-  Conservation Restriction Premises
-  Wetlands

EXHIBIT E: Trails

0 150 300 Feet

Map for illustrative purposes only. Boundaries are approximate and based on most currently-available assessor's data. 2019 Orthophotos; 1:5,000. All data other than Greenbelt properties from MassGIS. Map by Greenbelt, dated 10.12.21





	Initial Easement Area
	0230-0000-00090
	Conservation Restriction Premises
	Wetlands

EXHIBIT F:
Initial Easement Area

0 100 200 Feet

Map for illustrative purposes only. Boundaries are approximate and based on most currently-available assessor's data. 2019 Orthophotos; 1:5,000. All data other than Greenbelt properties from MassGIS. Map by Greenbelt, dated 10.12.21



Coffin Street

Town Manager

From: ppreeser [REDACTED]
Sent: Friday, December 17, 2021 5:41 PM
To: Vanessa Johnson-Hall
Cc: John Dodge; Town Manager
Subject: Re: Coffin Street CRs

Go it. I spoke with Judy last night and she told me about the redrafts. No doubt many of my concerns have already been addressed.

On Dec 17, 2021, at 3:29 PM, Vanessa Johnson-Hall [REDACTED] wrote:

Hi Patricia,

I'm not sure what versions you were looking at, but Dec. 8 I emailed Angus, Judy Mizner and Michelle Greene edited CRs based upon the Conservation Commission's review; that is what I am bringing back to the Cons Comm on Monday and bringing to the Select Board for a first review. Judy also said she preferred a separate agreement between the Town and Greenbelt regarding monitoring the CR, and I also sent Angus, Judy and Michelle a draft of that agreement which is based upon the agreement the Town signed for Brown Spring Farm.

I am in an all-day work-related retreat that started yesterday and ends on Sunday. Monday I'm fairly flat-out with meetings, but if I have time to address your questions before then, I will.

Keep in mind that these CRs are not being brought to the Select Board for approval for signing. Rather, this is a first look by the Select Board (and 2nd for the Cons Comm). Once all parties are satisfied with the CR language, I will send the CRs to EEA for final approval and authority to gather signatures.

Thank you,
Vanessa

On Thu, Dec 16, 2021 at 2:39 PM ppreeser [REDACTED] wrote:

Hi Vanessa:

Sorry I did not get to speak with you last Monday at Town Offices but I imagine you had just finished discussing these CRs with the Con Comm. I hope all is well with you.

John sent me the draft CRs that you sent him and I have questions and comments on both the CR to Town and (CR#1) and CR to Greenbelt and Town (CR#2). With respect to CR #2 especially, it would be really helpful for you to explain the plans that show the "agreed upon" existing and future trails. I have a hard time understanding the exhibits to both CRs. Also don't understand the initial easement area language in the last paragraph of Section IV of CR #2.

Is it possible to arrange a conference call with you, John and myself tomorrow afternoon? I can be available anytime after 2. Angus is welcome to join if he can, of course. Failing which, if the CRs are on the agenda for BOS on Monday, I can attend that meeting and discuss the issues. I am copying Angus so the BOS has a heads up. Did Con Com approved the CRs last Monday?

Here are my questions and comments, you will need to have both CRs in front of you to make sense of the comments.

Comments apply to both CRs unless indicated otherwise:

I. C: Public Access. The first sentence should insert “at all times” or “in perpetuity” after the word “allowed”.

II. A. 1. Structures and Improvements that are Prohibited prohibits the Grantor from installing things like bridges, boardwalks and viewing platforms. The following Section B 6 Trails allows bridges and boardwalks with the consent of Town (in the case of CR#1 and only Greenbelt in the case of CR#2).

First, I think viewing platforms should be added to II B 6 as structures that may be permitted.

Second, under CR #2 are we content to have Greenbelt make most all of the calls on what is allowed to be done by SOW (or future owner) in the alteration of trails, creation of new trails, allowing grazing of various animals etc. Section II E 2 of CR #2 refers to an unrecorded document that describes how Town and Greenbelt coordinate between them on matters of consent where Town does not have any legal right to consent to Grantor activities. It would be interesting to see this. Is the Town really ok with Greenbelt having unilateral rights to consent to Grantor activities described in this section II? The model for this may have been Brown Spring Farm but I would like to see the side agreement.

Third, CR#2 II D and E need to be revised to include reference to the Grantees (plural) and acknowledge that Secondary Grantee has some rights of approval. This is a drafting matter.

II A 7 and II B 5 both refer to non motorized vehicles only being allowed on the property. I wonder how this fits with ADA requirements that disabled persons be allowed use of motorized devices for access to public spaces?

II A 12: Why are commercial purposes not prohibited from the Premises since residential and industrial uses are?

II B: This section describes what the Grantor MAY do (notwithstanding previous prohibitions). It seems to me that some of these activities are ones we would want the Grantor to have the OBLIGATION to do, such as constructing and maintaining trails. This is not the case on either CR. Although the Town has some enforcement rights if the Grantors violate the terms of the CR, since there is no obligation to create or maintain trails, the Town does not have the ability to cause Grantors to do so or to take action on its own to do so either. The Town does not have rights to do the things that the Grantor MAY do. While the Town wouldn't want the right to do all those things, it would want to create trails if the Grantor fails to do so, maintain them if Grantor fails to do so and other rights as well. This needs some thought.

This section should also have a general right of Grantors to take actions reasonably necessary to ameliorate or prevent, if possible, negative effects of climate change related impacts that impair Conservation Values. I know it is vague, but who knows what actions might be called for in the future?

Section III B 2: At the end of the penultimate sentence insert: “ in which case, Grantee(s) may take immediate action”.

Section III C: Revise the final sentence to add that the “failure of the Grantee(s) to exercise rights hereunder will not be deemed or construed to constitute a waiver of such rights”.

Section IV: Add to the first sentence that Grantor grants access to the Premises “in perpetuity, subject to Section V” . Section V contains the limited rights of the Grantor to temporarily suspend public access and conditions under which the CR will be terminated.

Section V B and C: We should find out what these sections mean in terms of what recompense the Town would be entitled to in the event of a termination of the CR. The language here is extremely “ whiffy”. I wonder whether we should not insist that the Town be given a right of first refusal to purchase the Premises if the CR is extinguished under the terms of V B ? I do not know under what circumstances the CR would or could be extinguished or terminated as described in these paragraphs. We should find out.

Section IX Non Merger: The reference to Paragraph VII C should be, I think, to VI C.

Section X A 7: The reference should be to X instead of XI

Section X A 8 The reference should be to VI instead of VII

Section XI: Should there be a provision that the parties will, upon the request of the other, file a document in recordable form setting out the Effective Date? I assume the CRs can be recorded prior to the state approvals being obtained to protect the position of the Grantees on the record.

Section XIV: CR #1 states that Grantee has done a Baseline Report. I suspect that Greenbelt may have done so but unlikely the Town has. This should be changes and we should see what the Baseline Report looks like. CR#2 also says a Baseline Report has been generated by Grantee. We should see what this looks like.

XV :There are two sections "C" which is a typo. In any event, the No Surety paragraph C should have added at the end: " which has priority over this CR." I assume the Town's lawyers have examined title and will do so prior to recording to ascertain that there are no prior encumbrances superior to or that would interfere with the rights granted the Town by the CRs.

Anyway, thanks for all your good work on this. I look forward to speaking with you.

Patricia

Town Manager

From: [REDACTED]
Sent: Thursday, December 16, 2021 2:40 PM
To: Vanessa Johnson-Hall
Cc: John Dodge; Town Manager
Subject: Fwd: Coffin Street CRs

Hi Vanessa:

Sorry I did not get to speak with you last Monday at Town Offices but I imagine you had just finished discussing these CRs with the Con Comm. I hope all is well with you.

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Third, CR#2 II D and E need to be revised to include reference to the Grantees (plural) and acknowledge that Secondary Grantee has some rights of approval. This is a drafting matter.

II A 7 and II B 5 both refer to non motorized vehicles only being allowed on the property. I wonder how this fits with ADA requirements that disabled persons be allowed use of motorized devices for access to public spaces?

II A 12: Why are commercial purposes not prohibited from the Premises since residential and industrial uses are?

II B: This section describes what the Grantor MAY do (notwithstanding previous prohibitions). It seems to me that some of these activities are ones we would want the Grantor to have the OBLIGATION to do, such as constructing and maintaining trails. This is not the case on either CR. Although the Town has some enforcement rights if the Grantors violate the terms of the CR, since there is no obligation to create or maintain trails, the Town does not have the ability to cause Grantors to do so or to take action on its own to do so either. The Town does not have rights to do the things that the Grantor MAY do. While the Town wouldn't want the right to do all those things, it would want to create trails if the Grantor fails to do so, maintain them if Grantor fails to do so and other rights as well. This needs some thought.

This section should also have a general right of Grantors to take actions reasonably necessary to ameliorate or prevent, if possible, negative effects of climate change related impacts that impair Conservation Values. I know it is vague, but who knows what actions might be called for in the future?

Section III B 2: At the end of the penultimate sentence insert: " in which case, Grantee(s) may take immediate action".

Section III C: Revise the final sentence to add that the "failure of the Grantee(s) to exercise rights hereunder will not be deemed or construed to constitute a waiver of such rights".

Section IV: Add to the first sentence that Grantor grants access to the Premises "in perpetuity, subject to Section V" .

Section V contains the limited rights of the Grantor to temporarily suspend public access and conditions under which the CR will be terminated.

Section V B and C: We should find out what these sections mean in terms of what recompense the Town would be entitled to in the event of a termination of the CR. The language here is extremely " whiffy". I wonder whether we should not insist that the Town be given a right of first refusal to purchase the Premises if the CR is extinguished under the terms of V B ? I do not know under what circumstances the CR would or could be extinguished or terminated as described in these paragraphs. We should find out.

Section IX Non Merger: The reference to Paragraph VII C should be, I think, to VI C.

Section X A 7: The reference should be to X instead of XI Section X A 8 The reference should be to VI instead of VII

Section XI: Should there be a provision that the parties will, upon the request of the other, file a document in recordable form setting out the Effective Date? I assume the CRs can be recorded prior to the state approvals being obtained to protect the position of the Grantees on the record.

Section XIV: CR #1 states that Grantee has done a Baseline Report. I suspect that Greenbelt may have done so but unlikely the Town has. This should be changes and we should see what the Baseline Report looks like. CR#2 also says a Baseline Report has been generated by Grantee. We should see what this looks like.

XV :There are two sections "C" which is a typo. In any event, the No Surety paragraph C should have added at the end: " which has priority over this CR." I assume the Town's lawyers have examined title and will do so prior to recording to ascertain that there are no prior encumbrances superior to or that would interfere with the rights granted the Town by the CRs.

Anyway, thanks for all your good work on this. I look forward to speaking with you.

Patricia

From: [Town Manager](#)
To: [Finance Admin](#)
Subject: FW: Update re Coffin Street CRs
Date: Tuesday, December 14, 2021 12:00:17 PM
Attachments: [CR_GreenbeltToWNB_DRAFT_11.9.21.pdf](#)
[CR_SOWLLCtoGreenbeltTwn_DRAFT_11.3.21.pdf](#)

Not sure if I printed below to PDF for inclusion in 12/20 OS docs, if not please add, thanks!

From: Town Manager
Sent: Thursday, December 2, 2021 11:59 AM
To: Rick Parker - Selectman (rparker@wnewbury.org) <rparker@wnewbury.org>; David Archibald <darchibald@wnewbury.org>; Wendy Reed (wreed@wnewbury.org) <wreed@wnewbury.org>
Cc: Michelle Greene <conservation@wnewbury.org>; Vanessa Johnson-Hall [REDACTED]; [REDACTED]; John Dodge [REDACTED]; Christian Kuhn (chief.assessor@wnewbury.org) <chief.assessor@wnewbury.org>; Town Clerk <townclerk@wnewbury.org>
Subject: Update re Coffin Street CRs

Hi,

This is to update you re the Coffin Street Conservation Restrictions and the anticipated process in the coming weeks.

Greenbelt provided two draft conservation restrictions, attached. These will be agenda'd for Conservation Commission review at their next meeting on 12/6. These are provided to you so you can follow the process, but in keeping with prior processes these will not be brought to the Select Board for formal review/approval until they reflect ConCom's review/edits. Assuming ConCom completes its review on 12/6, the goal is to have these on the 12/20 Select Board agenda, and Vanessa Johnson-Hall is holding that date to attend the mtg.

Per Vanessa:

"These two conservation restrictions are part of the Coffin Street Conservation Project, for which the Town authorized CPA funding at the Spring 2021 Town Meeting. The Town is a party to both CRs: the CR from Greenbelt to the Town on parcel Map 230 Lot 40 (which parcel Greenbelt will own in fee simple), and the CR from Save Our Wetlands LLC to Greenbelt and the Town on Map 230 Parcels 110 and 120.

The CR from Greenbelt to the Town is fairly straightforward, permitting public access and Greenbelt to create and maintain trails and manage the land for wildlife habitat conservation.

The CR from SOW LLC permits the following activities in addition to the usual permitted activities:

- for the two parcels to be sold to different entities
- for public access on existing and future trails
- an access easement provision on an adjacent parcel owned by SOW LLC which is not subject to the CR; this access provision allows Greenbelt to create a trail connecting to Coffin Street

- for limited grazing and associated temporary structures on Parcel 110.”

If you have any questions, suggestions or otherwise re the draft CRs, feel free to share. The 12/20 Select Board agenda is likely to include formal review/approval of the CRs, in whatever form they emerge from ConCom. Review by the Commonwealth would follow this process, so the form of CRs to be sent to the Commonwealth will reflect both ConCom and Select Board reviews.

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: Town Manager
Sent: Wednesday, October 6, 2021 12:13 PM
To: Vanessa Johnson-Hall
Subject: RE: CR - Fee Finances Coffin Street

This makes sense to me. Our new Conservation Agent Michelle Greene began a little less than 2 weeks ago and can be reached at the same email address you've used for that position in the past.

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: Tuesday, October 5, 2021 9:53 AM
To: Town Manager <townmanager@wnewbury.org>
Subject: CR - Fee Finances Coffin Street

Hi Angus,

I'm drafting the CRs for Coffin Street Conservation project: the one from Greenbelt to the Town on the fee parcel Greenbelt is acquiring, and the CR that the Town and Greenbelt will co-hold on the two parcels near Cortland that will remain privately-owned.

I have to recite consideration in the CRs, and I've calculated what that should be for the co-held CR based upon the appraised value. I then calculated the % from the Town and the % from Greenbelt based upon our respective total contributions to the projects. Does that make sense? I've attached a spreadsheet to explain my calculations. In summary, here's how I propose our respective contributions be made:

Fee acquisition of parcel 23-40 by Greenbelt for \$191,250
Greenbelt then sells CR to Town on 23-40 for \$133,875.

CR acquisition of parcels 23-110 and 120:

Town: \$41,125

Greenbelt: \$17,625

Total CR purchase price: \$58,750 (this corresponds to the % the CR is worth of the total appraised value of the fee + CR purchase)

Total Town Contribution: \$175,000 (\$133,875 + \$41,125)

Total Greenbelt Contribution: \$75,000 [(\$191,250 - \$133,875) + \$17,625]

Does this make sense to you? If so, I'll explain the finances when the CRs are presented to the Select Board to approve.

May I present the CRs to the Conservation Commission first, then the Select Board?

Vanessa

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

[REDACTED]
(978) 768-7241 x16

www.cpga.org



Greenbelt
Essex County's Land Trust

	Appraised Value	Corresponding Proportional Value of Total Purchase Price	Percent of Total
Fee	\$390,000	\$191,250	76.5%
CR	\$120,000	\$58,750	23.5%
Total	\$510,000	\$250,000	

	Total Approved	Percent of Total
Town CPA	\$175,000	70%
Greenbelt	\$75,000	30%
Total	\$250,000	

	Greenbelt	Town	Total	Note on Mechanism
Fee	\$57,375	\$133,875	\$191,250	Greenbelt acquires for \$191,250, then sells CR to Town for \$133,875
CR	\$17,625	\$41,125	\$58,750	
			\$250,000	Total purchase price to SOW LLC

Town Manager

From: Christian Kuhn
Sent: Tuesday, December 14, 2021 12:30 PM
To: Town Manager
Cc: Town Clerk; DPW Director
Subject: RE: RFP for survey services, Town of West Newbury

No replies back for questions yet. The only email I've received was from North Shore Survey saying that they had a significant amount of work going right now and would not be able to do this project.

From: Town Manager <townmanager@wnewbury.org>
Sent: Tuesday, December 14, 2021 12:02 PM
To: Christian Kuhn <chief.assessor@wnewbury.org>
Cc: Town Clerk <townclerk@wnewbury.org>; DPW Director <dpwdirector@wnewbury.org>
Subject: RE: RFP for survey services, Town of West Newbury

Christian,

I'm assuming we've had no questions come in re the RFP? If we did we need to issue responses by tomorrow at 4:30. Please confirm, thanks.

Do we have any indication re we can expect to receive any proposals for this work? If we don't I suggest we could reissue once the deadline passes on Monday, and provide more time for vendors to respond. I need to get an idea of pricing to know whether this is work we can absorb within the operating budget.

Thanks,
Angus

From: Town Manager
Sent: Thursday, December 2, 2021 6:55 PM
To: Christian Kuhn (chief.assessor@wnewbury.org) <chief.assessor@wnewbury.org>
Cc: Town Clerk <townclerk@wnewbury.org>; dpwdirector@wnewbury.org; Leah Zamb Bernardi (lzamb Bernardi@wnewbury.org) <lzamb Bernardi@wnewbury.org>; Vanessa Johnson-Hall [REDACTED]
Subject: FW: RFP for survey services, Town of West Newbury

Christian,

Please see below/attached. I emailed this to the first two vendors below, for whom I had email addresses. Please call the other two vendors listed and then send to them as well, via email or fax etc. I also recommend calling the first two vendors to be sure they received my email, and that it doesn't get caught up in a spam filter or anything.

Please mark your calendar with the dates/times listed in the RFP to be sure we respond to questions timely, etc. We (your office, mine, Wayne, perhaps Leah if needed) should collaborate on any responses to questions to ensure that they reflect our collective knowledge.

Thanks,
Angus

From: Vanessa Johnson-Hall [REDACTED]
Sent: Wednesday, October 6, 2021 3:08 PM
To: Town Manager <townmanager@wnewbury.org>

Town Manager

From: Residents Admin
Sent: Thursday, December 16, 2021 8:27 AM
To: Finance Admin; Town Manager
Subject: Class II Used Car License
Attachments: Class II Used Car License.pdf

Good Morning~

I have attached the three Used Car License paper work for the 12/20 SB meeting.

Main Street Auto
Pearson's Automotive
Crane Neck Auto

I have been in touch with Pearson's Auto about their bond. The Insurance Agency can send it to me on Monday of next week; otherwise Pearson has all of his paperwork in. I have given Jim the Certificates for the SB to sign on Monday.

~Annie

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

Main St. Auto



Town of West Newbury

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

Class II Used Car License Applicants:

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

*Signature of Individual
Or Corporate Name (Mandatory)

By: Corporate Officer

RTI Enterprises Inc. DBA Main Street Auto
Print Name and Address
[Redacted] West Newbury, MA 01985

[Redacted]

**Social Security # or Federal ID #

12-7-21

Date

*This license will not be issued unless the applicant signs this certification clause.

**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 M.G.L. c. 62C s49A.

Main St. AUTO



The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street, Suite 100
Boston, MA 02114-2017
www.mass.gov/dia



Workers' Compensation Insurance Affidavit: General Businesses.
TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Business/Organization Name: RTI ENTERPRISES INC MAW ST AUTO

Address: [Redacted]

City/State/Zip: WEST NEWBURY MA Phone #: [Redacted]

Are you an employer? Check the appropriate box:

- 1. I am an employer with 2 employees (full and/or part-time).*
- 2. I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
- 3. We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
- 4. We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

- 5. Retail
- 6. Restaurant/Bar/Eating Establishment
- 7. Office and/or Sales (incl. real estate, auto, etc.)
- 8. Non-profit
- 9. Entertainment
- 10. Manufacturing
- 11. Health Care
- 12. Other Auto Repair

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: AIM INSURANCE CO

Insurer's Address: 54 3RD AVE

City/State/Zip: BURLINGTON MA

Policy # or Self-ins. Lic. # [Redacted] Expiration Date: 12/1/22

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Handwritten Signature]

Date: 12-7-21

Phone #:

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: West Newbury Permit/License # 2022-01

Issuing Authority (circle one):

- 1. Board of Health
- 2. Building Department
- 3. City/Town Clerk
- 4. Licensing Board
- 5. Selectmen's Office
- 6. Other Select Board

Pd \$20.00 CK# 117

Contact Person: Ginnie Sterling Phone #: 978-363-1160 Ext 113

AGENCY: 20-0576 West Newbury Ins Agency Inc

CONTINUATION CERTIFICATE	BOND [REDACTED]
--------------------------	-----------------

Principal:
 RTI ENTERPRISES INC DBA MAIN STREET AUTO
 [REDACTED]
 West Newbury, MA 01985

Obligee:
 Town of West Newbury
 381 Main St
 W Newbury MA 01985

Bond Term in Months: 12 **Effective Date:** 12/7/2021 **Expiration Date:** 12/7/2022
Penalty Amount: \$25,000.00 **Type of Bond:** License/Permit
Classification: Used Car Dealer One Year Term MIADA

Remarks:

It is hereby agreed that the captioned numbered Bond is continued in force in the above amount for the period of the continued term stated above and is subject to all the covenants and conditions of said Bond.

This continuation shall be deemed a part of the original Bond, and not a new obligation, no matter how long the Bond has been in force or how many premiums are paid for the Bond, unless otherwise provided for by statute or ordinance applicable.

In witness whereof, the company has caused this instrument to be duly signed, sealed and dated as of the above "continuation effective date".

NGM INSURANCE COMPANY

By: *Nancy Linda Rau*
 Attorney-in-fact



This Continuation Certificate needs to be filed with the obligee. No other proof of renewal has been sent to any other party.

Direct Bill

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
INFORMATION PAGE

A.I.M. Mutual Insurance Company
54 Third Avenue, Burlington, Massachusetts 01803-0970
(800) 876-2765

POLICY NO. [REDACTED]
PRIOR NO. [REDACTED]

ITEM

1. The Insured: RTI ENTERPRISES INC
DBA: MAIN STREET AUTO
Mailing address: [REDACTED] WEST NEWBURY, MA 01985

FEIN: [REDACTED]

Legal Entity Type: Corporation

Other workplaces not shown above:

2. The policy period is from 12/01/2021 to 12/01/2022 12:01 a.m. standard time at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: MA
B. Employers' Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A.

The limits of liability under Part Two are:

Bodily Injury by Accident	\$	<u>1,000,000</u>	each accident
Bodily Injury by Disease	\$	<u>1,000,000</u>	policy limit
Bodily Injury by Disease	\$	<u>1,000,000</u>	each employee

C. Other States Insurance: Coverage Replaced by Endorsement WC 20 03 06 B

D. This Policy includes these Endorsements and Schedules: SEE SCHEDULE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Premium Basis		Rates	
	Code No.	Estimated Total Annual Remuneration	Per \$100 Of Remuneration	Estimated Annual Premium
INTRA	001125858			
INTER		SEE CLASS CODE SCHEDULE		

Minimum Premium	\$336	Total Estimated Annual Premium	\$1,411
		Deposit Premium	\$1,452
<u>GOV STATE</u>	<u>GOV CLASS</u>	State Assessments/Surcharges	
MA	8380	\$982.00 x 4.1800%	\$41

This policy, including all endorsements, is hereby countersigned by [Signature] 11/05/2021
Authorized Signature Date

Service Office: 54 Third Avenue Burlington MA 01803
West Newbury Ins Agcy
P.O. Box 150
West Newbury, MA 01985

WC 00 00 01 A (7-11)

Includes copyrighted material of the National Council on Compensation Insurance, used with its permission.



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

November 15, 2021

James Pearson
Pearson's Automotive

[REDACTED]
West Newbury, MA 01985

Dear Mr. Pearson:

Re: **Class II Used Car Licenses for 2022**

I hope this letter finds you well.

Your Class II licenses will expire in January 2022. We would like to work with you to provide the information necessary for license renewal to the Select Board, for their consideration at their regularly scheduled meeting.

Please find attached a Workers' Compensation Insurance Affidavit and a tax certification documentation that must be completed and returned to the office with a check for the license fee in the amount of \$20.00. Please provide a copy of your workers' compensation insurance policy and bond.

According to MGL Ch. 40, Section 58 as amended by Chapter 422 of the Acts of 2007, all Class II Used Car Dealer Licenses must hold a \$25,000 bond to obtain a dealer's license. The Town of West Newbury requires that you have such a bond on file. Please forward the bond paperwork to the office with your completed application and supporting materials by **December 10, 2021**.

Materials may be mailed or dropped at the Town office building lobby. If you have any questions please don't hesitate to contact me at 978-363-1100 ext 111.

Thank you,

Angus Jennings
Town Manager



Town of West Newbury

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

Class II Used Car License Applicants:

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

James D Pearson
*Signature of Individual
Or Corporate Name (Mandatory)

By: Corporate Officer

Pearsons Automotive
Print Name and Address

**Social Security # or Federal ID #

12/9/21
Date

*This license will not be issued unless the applicant signs this certification clause.

**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 M.G.L. c. 62C s49A.



The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street, Suite 100
Boston, MA 02114-2017
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses.
TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Business/Organization Name: Pearsons Automotive

Address: [REDACTED]

City/State/Zip: W. Newbury MA 01985 Phone #: [REDACTED]

Are you an employer? Check the appropriate box:

- 1. I am an employer with 1 employees (full and/or part-time).*
- 2. I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
- 3. We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
- 4. We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

- 5. Retail
- 6. Restaurant/Bar/Eating Establishment
- 7. Office and/or Sales (incl. real estate, auto, etc.)
- 8. Non-profit
- 9. Entertainment
- 10. Manufacturing
- 11. Health Care
- 12. Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: TWIN CITY FIRE INS. CO.

Insurer's Address: 150 SAWQUASS DR.

City/State/Zip: ROCHESTER N.Y. 14620

Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: 6/25/22

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: James Pearson Date: 12/9/21

Phone #: [REDACTED]

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: West Newbury Permit/License # 2022-02

Issuing Authority (circle one):
1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other Select Board Pd \$ 20.00 CK# 21740

Contact Person: Amie Sterling Phone #: 978-363-1100 ext 113



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PAYCHEX INSURANCE AGENCY INC 76210705 150 SAWGRASS DRIVE ROCHESTER NY 14620	CONTACT NAME:	
	PHONE (877) 266-6850 (A/C, No, Ext):	FAX (585) 389-7894 (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A: Twin City Fire Insurance Company		29459
INSURED JAMES D PEARSON SR DBA PEARSON AUTOMOTIVE WEST NEWBURY MA 01985-0431	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	76 WEG NQ1415	06/25/2021	06/25/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE -EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER

THE TOWN OF WEST NEWBURY
381 MAIN ST
WEST NEWBURY MA 01985-1450

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan S. Castaneda

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Town of West Newbury

381 Main Street

West Newbury, Massachusetts 01985

Angus Jennings, Town Manager

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

townmanager@wnewbury.org

November 15, 2021

Mike Riley

Crane Neck Auto, LLC

West Newbury, MA 01985

Dear Mr. Riley:

Re: **Class II Used Car Licenses for 2022**

I hope this letter finds you well.

Your Class II licenses will expire in January 2022. We would like to work with you to provide the information necessary for license renewal to the Select Board, for their consideration at their regularly scheduled meeting.

Please find attached a Workers' Compensation Insurance Affidavit and a tax certification documentation that must be completed and returned to the office with a check for the license fee in the amount of \$20.00. Please provide a copy of your workers' compensation insurance policy and bond.

According to MGL Ch. 40, Section 58 as amended by Chapter 422 of the Acts of 2007, all Class II Used Car Dealer Licenses must hold a \$25,000 bond to obtain a dealer's license. The Town of West Newbury requires that you have such a bond on file. Please forward the bond paperwork to the office with your completed application and supporting materials by **December 10, 2021**.

Materials may be mailed or dropped off at the Town Office building lobby. If you have any questions please don't hesitate to contact me at 978-363-1100 ext 111.

Thank you,

Angus Jennings
Town Manager



Town of West Newbury

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

Class II Used Car License Applicants:

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

*Signature of Individual
Or Corporate Name (Mandatory)

MICHAEL RILEY
By: Corporate Officer

MICHAEL RILEY
Print Name and Address



WEST NEWBURY MA 01985

***Social Security # or Federal ID #

12/2/21
Date

*This license will not be issued unless the applicant signs this certification clause.

**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 M.G.L. c. 62C s49A.

Crane Neck Auto



The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street, Suite 100
Boston, MA 02114-2017
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses.
TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Business/Organization Name: CRANE NECK AUTO LLC

Address: [Redacted]

City/State/Zip: WEST NEWBURY MA Phone #: [Redacted]

- Are you an employer? Check the appropriate box: 01985
- I am an employer with _____ employees (full and/or part-time).*
 - I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
 - We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
 - We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

- Business Type (required):
- Retail
 - Restaurant/Bar/Eating Establishment
 - Office and/or Sales (incl. real estate, auto, etc.)
 - Non-profit
 - Entertainment
 - Manufacturing
 - Health Care
 - Other AUTO REPAIR / SALES

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: _____

Insurer's Address: _____

City/State/Zip: _____

Policy # or Self-ins. Lic. # _____ Expiration Date: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature]

Date: 12/2/21

Phone #: [Redacted]

Official use only. Do not write in this area, to be completed by city or town official.

City or (Town): West Newbury Permit/License # 2022-03

Issuing Authority (circle one):
1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other Select Board

Contact Person: Ginnie Sterling Phone #: 978-363-1100 ext 113

AGENCY: 20-0260 Salem Five Ins Services

CONTINUATION CERTIFICATE	BOND	
--------------------------	------	--

Principal:
 Crane Neck Auto LLC
 [REDACTED]
 West Newbury, MA 01985

Obligee:
 Town of West Newbury
 381 Main St
 W Newbury MA 01985

Bond Term in Months: 12 **Effective Date:** 4/18/2021 **Expiration Date:** 4/18/2022

Penalty Amount: \$25,000.00 **Type of Bond:** License/Permit

Classification: Used Motor Vehicle Dealer MA

Remarks:

It is hereby agreed that the captioned numbered Bond is continued in force in the above amount for the period of the continued term stated above and is subject to all the covenants and conditions of said Bond.

This continuation shall be deemed a part of the original Bond, and not a new obligation, no matter how long the Bond has been in force or how many premiums are paid for the Bond, unless otherwise provided for by statute or ordinance applicable.

In witness whereof, the company has caused this instrument to be duly signed, sealed and dated as of the above "continuation effective date".

NGM INSURANCE COMPANY

By: *Nancy Ann de Ran*
 Attorney-in-fact



This Continuation Certificate needs to be filed with the obligee. No other proof of renewal has been sent to any other party.

Direct Bill

NGM Insurance Company
 4601 Touchton Rd East Ste 3400
 P.O. Box 16000
 Jacksonville, FL 32245-6000

Report of Execution - Renewal

Thank you for choosing NGM Insurance Company for your Surety needs

Salem Five Ins Services
 445 Main St
 Woburn, MA 01801

Agency Code: 20-0260
 Bond Number: [REDACTED]
 Bond Effective Date: 4/18/2021
 Bond Expiration Date: 4/18/2022
 Type of Renewal: Continuation Certificate

Principal: Crane Neck Auto LLC [REDACTED] West Newbury, MA 01985	Obligee: Town of West Newbury 381 Main St W Newbury, MA 01985
--	---

Type of Bond	Classification	Penalty Amt	Premium Amt	Comm Rate
License/Permit	Used Motor Vehicle Dealer MA	\$25,000	\$250	0.300
			TOTAL PREMIUM	\$250

Remarks:

RECEIVED
 JAN 11 2021

SALEM FIVE INSURANCE SERVICES

System

Direct Bill

Town Manager

From: Thomas Neve [REDACTED]
Sent: Thursday, November 4, 2021 10:29 AM
To: Conservation
Cc: Leah Zambarnardi; Town Manager; Shirin Everett
Subject: Re: Sullivan Court Trail Easement

No problem just let me know when you're ready and I'll come in and sign it. Tom

On Thu, Nov 4, 2021, 9:53 AM Conservation <conservation@wnewbury.org> wrote:

Hi Tom,

Attached is the easement document for you/your attorney's review. If you have any questions for our Counsel, I have cc'd Shirin Everett from KP Law to this email.

Thank you,

Michelle Greene

Conservation Agent

Town of West Newbury

381 Main Street

West Newbury, MA 01985

Office: (978) 363-1100 x126

Cell: (978) 891-0238

conservation@wnewbury.org

From: Thomas Neve [REDACTED]
Sent: Wednesday, November 3, 2021 6:03 PM
To: Conservation <conservation@wnewbury.org>
Subject: Re: Sullivan Court Trail Easement

Me please. Thank you.

On Wed, Nov 3, 2021, 5:24 PM Conservation <conservation@wnewbury.org> wrote:

Hi Tom,

At the Conservation Commission meeting on Monday November 1st the Commissioners worked with Town Counsel, KP Law, to finalize the easement document for Sullivan Court. I wanted to reach out and see if you wanted KP Law to send this document to your attorney or to you for review and execution.

Thank you,

Michelle Greene

Conservation Agent

Town of West Newbury

381 Main Street

West Newbury, MA 01985

Office: (978) 363-1100 x126

Cell: (978) 891-0238

conservation@wnewbury.org

(Space Above this Line Reserved for Registry of Deeds)

GRANT OF TRAIL EASEMENT
Estate Homes at River's Edge
West Newbury, Massachusetts

Walker Development Corp., a Massachusetts corporation, having a mailing address of 7 Sullivans Court, West Newbury, MA 01985 (hereinafter referred to as "GRANTOR") for CONSIDERATION of fewer than one hundred dollars, GRANTS with quitclaim covenants to the

Town of West Newbury, a municipal Corporation acting by and through its Conservation Commission under the provisions of Massachusetts General Laws, Chapter 40, Section 8C (hereinafter referred to as "GRANTEE"), with an address of 381 Main Street, West Newbury, Essex County Massachusetts

The perpetual right and easement to use the parcels of land shown as Trail "A" and Trail "B" (together, the "Easement Area") on a plan entitled "Definitive Subdivision Plan of The Estate Homes at Rivers Edge (Tax Map R-11, Lot 18), Sullivan's Court, West Newbury, MA, prepared for Walker Development Corporation", dated October 9, 2014 and revised to April 7, 2015, and recorded with the Essex Southern District Registry of Deeds in Plan Book 448 as Plan 67 (hereinafter referred to as the "Plan") for passive recreational purposes on the terms set forth herein.

1. **PUBLIC USE.** The purpose of this Easement is to grant to the Town the permanent easement to use, and to allow members of the public to use, the Easement Area for non-motorized passive recreational purposes, including, but not limited to walking, jogging, horseback riding, skiing, snowshoeing, and bicycling, and to grant to the Town a permanent easement to clear, construct, install, inspect, maintain, repair, replace and/or relocate within the Easement Area a trail or trails for public recreational uses. Grantor hereby also conveys to Grantee the right to use the streets and ways shown on the Plan for pedestrian and vehicular access to the Easement Area.
2. **PROHIBITED USE.** Grantee agrees that use of the Easement Area for any of the following is prohibited: fires, overnight camping, carrying or discharging firearms, use of the Easement Area at any times other than during seasonal daylight hours, and/or use by motorized vehicles, except (a) as reasonably necessary for the GRANTEE to complete the trail construction

and maintenance and to exercise any other rights granted to GRANTEE hereunder, (b) as required under the Americans with Disabilities Act, (c) for access by emergency vehicles.

3. **MANAGEMENT OF PUBLIC USE.** In the event that the public use of the trail materially and adversely interferes with the GRANTOR’S use of their adjacent property, and in the event that the GRANTEE cannot adequately resolve the situation within thirty (30) days of receiving written notice from GRANTOR, as set forth more particularly in Section 7, the GRANTOR may petition the Select Board of the Town of West Newbury to take such reasonable corrective actions as the Board deems necessary to reduce or prevent such interference, subject to appropriation, if applicable. GRANTOR assumes all enforcement and other obligations, liabilities and responsibilities for any of the property not included in the Easement Area.

4. **MAINTENANCE.** The GRANTOR shall have no obligation to construct or maintain any trail improvements within the Easement Area. GRANTEE agrees that as long as GRANTEE permits public use of the Easement Area, it shall assume sole responsibility maintaining the trail and the Easement Area in a reasonably safe and passable condition, provided that Grantor shall be solely responsible for repairing any damage to the trail, trail improvements, and/or the Easement Area caused by GRANTOR and/or GRANTOR’S agents, employees, contractors, and/or invitees. Such maintenance by GRANTEE may include, but not be limited to, trimming limbs and branches obstructing safe use of the Easement Area, keeping the area free of debris, and generally administering and regulating the use of the Easement Area. All rights conferred by this paragraph are subject to GRANTEE receiving any required local regulatory permits for its activities within the Easement Area.

5. **NO STRUCTURES.** No structure or obstruction of any kind shall be placed or permitted in the Easement Area (except by written agreement of the parties) other than: (i) small signs or acceptable stone or wooden trail boundary markers and other signs for purposes of notifying users of the trail of rules consistent with other trail markings in the Town of West Newbury or on trails maintained by GRANTEE in Essex County, Massachusetts, and/or (ii) such other structures reasonably necessary for the safe use and support of the trail or for crossing of steep or wet areas, such as, without limitation, planking, retaining walls, bridges or barriers to prevent motorized access. All work done under (ii) shall be done in compliance with applicable laws and with required state and/or local permits and approvals.

6. **SUCCESSORS AND ASSIGNS.** This Easement shall run with the land and be binding upon GRANTOR, its successors and assigns, and all those claiming title by, through or under GRANTOR.

7. **COMPLIANCE WITH EASEMENT.** GRANTOR and GRANTEE shall take reasonable steps to periodically inspect the Easement Area to assure compliance with the conditions of the Easement Area required hereunder. In the event that GRANTOR or GRANTEE become aware of a violation of the terms of this Easement, that party shall give notice to the other of such event or circumstance of non-compliance via Certified Mail, Return Receipt Requested, and demand corrective action sufficient to abate such event or circumstance of non-compliance and restore the Easement Area to its previous condition. If the situation

cannot be resolved by GRANTEE within a period of thirty (30) days after receipt of written notice from GRANTOR (or, if the cure is such that it cannot reasonably be completed within said thirty (30) day period, if GRANTEE fails to commence the cure within said thirty (30)-day period and/or fails to complete it within a reasonable period of time), either party may choose any other remedy available at law or in equity, or, with the consent of both parties, to binding arbitration. The costs of such arbitration are to be borne equally by the parties. Such arbitration is to be conducted by and according to rules established through the American Arbitration Association. The arbitrator’s authority shall include the right to determine whether a violation of this Easement by either GRANTOR or GRANTEE has or continues to occur, and what corrective action is appropriate.

For GRANTOR’s title, see deed from Vincent P. Sullivan, Kathryn Coffin, Priscilla Santos and Louise F. Beard to Walker Development Corp. dated May 28, 2015 and recorded with Essex Southern District Registry of Deeds in Book 34092, Page 566.

IN WITNESS whereof the said Walker Development Corp. has caused this document to be executed as a sealed instrument and in these presents to be signed, acknowledged and delivered in its name and behalf by Thomas E. Neve, its President and Treasurer, duly authorized, this day ____ day of _____, 2021.

Walker Development Corp.

By: _____
Thomas E. Neve, President & Treasurer

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this _____ day of _____, 2021 before me, the undersigned notary public, personally appeared Thomas E. Neve, as President of Walker Development Corp., proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as his free act and deed and the free act and deed of Walker Development Corp.

Name:
Notary Public
My Commission Expires:

TOWN OF WEST NEWBURY

ACCEPTANCE OF EASEMENT

On this _____ day of _____, 2021, the Town of West Newbury, acting by and through its Conservation Commission pursuant to the provisions of G.L. c. 40, §8C, hereby accepts the foregoing trail easement from Walker Development Corp.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

APPROVED BY:

West Newbury Select Board

Richard Parker, Chairperson

David W. Archibald, Vice-Chairperson

Wendy J. Reed, Clerk

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2021 before me, the undersigned notary public, personally appeared _____, member of the West Newbury Conservation Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of West Newbury.

Name:
Notary Public
My Commission Expires:

(Space Above this Line Reserved for Registry of Deeds)

GRANT OF TRAIL EASEMENT
Estate Homes at River's Edge
West Newbury, Massachusetts

Walker Development Corp., a Massachusetts corporation, having a mailing address of 7 Sullivans Court, West Newbury, MA 01985 (hereinafter referred to as "GRANTOR") for CONSIDERATION of fewer than one hundred dollars, GRANTS with quitclaim covenants to the

Town of West Newbury, a municipal Corporation acting by and through its Conservation Commission under the provisions of Massachusetts General Laws, Chapter 40, Section 8C (hereinafter referred to as "~~Grantee~~GRANTEE"), with an address of 381 Main Street, West Newbury, Essex County Massachusetts

The perpetual right and easement to use, ~~clear, inspect, renew, replace, operate, forever maintain, and to do all other acts incidental to the foregoing, including the right to pass along, over, in and through, the parcels of land shown as~~ Trail "A" and Trail "B" (~~collectively together,~~ the "Easement Area") ~~as shown on a~~ plan entitled "Definitive Subdivision Plan of The Estate Homes at Rivers Edge (Tax Map R-11, Lot 18), Sullivan's Court, West Newbury, MA, prepared for Walker Development Corporation", dated October 9, 2014 and revised to April 7, 2015, ~~and Said plan being recorded with the~~ Essex Southern District Registry of Deeds in Plan Book 448, as Plan 67 (hereinafter referred to as the "Plan") for passive recreational purposes on the terms set forth herein.;

1. **PUBLIC USE.** The purpose of this Easement is to ~~provide grant to the Town the permanent and perpetual public recreational use of the easement to use, and to allow members of the public to use, the~~ Easement Area for ~~non-motorized pedestrian trail passive recreational~~ purposes, including, but not limited to walking, jogging, horseback riding, skiing, snowshoeing, and bicycling, and to grant to the Town a permanent easement to clear, construct, install, inspect, maintain, repair, replace and/or relocate within the Easement Area a trail or trails and to locate the trail so that it provides for public recreational access. This easement grants public access for passive and non-motorized recreational purposes including but not limited to walking, jogging, horseback riding, skiing, snowshoeing, and bicycling. Grantor hereby also conveys to Grantee the right to use the streets and ways shown on the Plan for pedestrian and vehicular access to the Easement Area.

2. **PROHIBITED USE.** Grantee agrees that use of the Easement Area for any of the following is prohibited: fires, overnight camping, carrying or discharging firearms, use of the Easement Area at any times other than during seasonal daylight hours, and/or use by motorized vehicles, except (a) as ~~required~~ reasonably necessary for the GRANTEE to complete any necessary the trail construction and maintenance and to exercise any other rights granted to GRANTEE hereunder, (b) as required under the Americans with Disabilities Act, (c) ~~or~~ for access by emergency vehicles.

3. **MANAGEMENT OF PUBLIC USE.** In the event that the public use of the trail materially and adversely interferes with the GRANTOR'S ~~quiet enjoyment of~~ their adjacent property ~~on a frequent basis,~~ and in the event that the GRANTEE cannot adequately resolve the situation within thirty (30) days of receiving written notice from GRANTOR, as set forth more particularly in Section 7, the GRANTOR may petition the ~~Board of Selectmen~~ Select Board of the Town of West Newbury to ~~promulgate~~ take such reasonable corrective actions as the Board deems necessary to ~~restore the quiet enjoyment of the GRANTOR~~ reduce or prevent such interference, subject to appropriation, if applicable. GRANTOR assumes all enforcement and other obligations, liabilities and responsibilities for any of the property not included in the Easement Area.

4. **MAINTENANCE.** The GRANTOR shall have no obligation to construct or maintain any trail improvements within the Easement Area. GRANTEE agrees that as long as GRANTEE permits public use of the Easement Area, it shall assume sole responsibility for the maintenance and upkeep of maintaining the trail and the Easement Area for public use in a reasonably safe, ~~aesthetic~~ and passable condition, ~~and for a trail in the easement area, provided that Grantor shall be solely responsible for repairing any damage to the trail, trail improvements, and/or the Easement Area caused by GRANTOR and/or GRANTOR'S agents, employees, contractors, and/or invitees.~~ Such maintenance by GRANTEE ~~shall~~ may include, but not be limited to, trimming limbs and branches obstructing safe use of the Easement Area, keeping the area free of debris, and generally administering and regulating the use of the Easement Area. All rights conferred by this paragraph are subject to GRANTEE receiving any required local regulatory permits for its activities within the Easement Area.

5. **NO STRUCTURES.** No structure or obstruction of any kind shall be placed or permitted in the Easement Area (except by written agreement of the parties) other than: (i) small signs or acceptable stone or wooden trail boundary markers and other signs for purposes of notifying users of the trail of rules consistent with other trail markings in the Town of West Newbury or on trails maintained by GRANTEE in Essex County, Massachusetts, and/or (ii) such other structures reasonably necessary for the safe use and support of the trail or for crossing of steep or wet areas, such as, without limitation, planking, retaining walls, bridges or barriers to prevent motorized access. All work done under (ii) shall be done in compliance with applicable laws and with required state and/or local permits and approvals.

6. **SUCCESSORS AND ASSIGNS.** This Easement shall run with the land and be binding upon GRANTOR, its successors and assigns, and all those claiming title by, through or under GRANTOR.

7. **COMPLIANCE WITH EASEMENT.** GRANTOR and GRANTEE shall take reasonable steps to periodically inspect the Easement Area to assure compliance with the conditions of the Easement Area required hereunder. In the event that GRANTOR or GRANTEE become aware of ~~an event or circumstance of non-compliance~~ violation of the terms of with this Easement, that party shall give notice to the other of such event or circumstance of non-compliance via Certified Mail, Return Receipt Requested, and demand corrective action sufficient to abate such event or circumstance of non-compliance and restore the Easement Area to its previous condition. If the situation cannot be resolved by ~~the Board of Selectmen~~ GRANTEE within a period of thirty (30) days after receipt of written notice from GRANTOR (or, if the cure is such that it cannot reasonably be completed within said thirty (30) day period, if GRANTEE fails to commence the cure within said thirty (30)-day period and/or fails to complete it within a reasonable period of time), any event or circumstance of non-compliance with this Easement not corrected voluntarily may be either party may choose any other remedy available at law or in equity, submitted by either party to or, with the consent of both parties, to binding arbitration. The costs of such arbitration are to be borne equally by the parties. Such arbitration is to be conducted by and according to rules established through the American Arbitration Association. The arbitrator’s authority shall include the right to determine whether a violation of this Easement by either GRANTOR or GRANTEE has or continues to occur, and what corrective action is appropriate.

For GRANTOR’s title, see deed from Vincent P. Sullivan, Kathryn Coffin, Priscilla Santos and Louise F. Beard to Walker Development Corp. dated May 28, 2015 and recorded with Essex Southern District Registry of Deeds in Book 34092, Page 566.

IN WITNESS whereof the said Walker Development Corp. has caused this document to be executed as a sealed instrument and in these presents to be signed, acknowledged and delivered in its name and behalf by Thomas E. Neve, its President and Treasurer, duly authorized, this day ____ day of _____, 2021_____.

Walker Development Corp.

By: _____
Thomas E. Neve, President & Treasurer

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this _____ day of _____, 2021_____ before me, the undersigned notary public, personally appeared Thomas E. Neve, as President of Walker Development Corp., proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he

signed it voluntarily for its stated purpose as his free act and deed and the free act and deed of Walker Development Corp.

Name:
Notary Public
My Commission Expires:

TOWN OF WEST NEWBURY

~~CONSERVATION COMMISSION~~ ACCEPTANCE OF EASEMENT

Accepted:

TOWN:

~~Town of West Newbury~~

~~By and through its Conservation Commission~~ On this _____ day of _____, 2021, the Town of West Newbury, acting by and through its Conservation Commission pursuant to the provisions of G.L. c. 40, §8C, hereby accepts the foregoing trail easement from Walker Development Corp.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

APPROVED BY:
West Newbury Select Board

Richard Parker, Chairperson

David W. Archibald, Vice-Chairperson

Wendy J. Reed, Clerk

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2021_____ before me, the undersigned notary public, personally appeared _____, member of the West Newbury Conservation Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose ~~as their free act and deed and the free act and deed of on behalf of the~~ Town of West Newbury ~~Conservation Commission~~.

Name:
Notary Public
My Commission Expires:

Town Manager

From: Town Manager
Sent: Tuesday, December 14, 2021 9:47 AM
To: Gregory Hochmuth
Cc: Brad Buschur [REDACTED]
Subject: FW: Whetstone Greenway
Attachments: RMD easement-water line.pdf

Hi Greg,

Please see below/attached Mike G's initial feedback re updated concept plan. Is this info you can provide?

We have penciled in a discussion of the concept plan for the 12/20 Select Board mtg. No expectation you'd attend, just making you aware (Brad B. will be there to discuss it). So we're hoping to get Mike G's feedback before then.

On another matter, please let me know if you have a timeline to file an ANRAD for the Mill Pond All Persons project. Happy to connect by phone on either project; best number to reach me today is cell 978-891-7318. I have a few mtgs scheduled; best times for me 11-2 or after 3.

Thanks,
Angus

From: Mike Gootee <mgootee@wnewbury.org>
Sent: Tuesday, December 14, 2021 9:36 AM
To: Town Manager <townmanager@wnewbury.org>
Subject: RE: Whetstone Greenway

Hi Angus,

Could you have someone confirm the property lines.

Please see my note on the plan.

The plan looks correct but I want to make sure where the property line is for 19 RMD.

Thanks,

From: Town Manager <townmanager@wnewbury.org>
Sent: Monday, December 13, 2021 3:48 PM
To: Mike Gootee <mgootee@wnewbury.org>
Subject: FW: Whetstone Greenway

Hi Mike,

I have a couple of questions and updates for you:

- I received the attached updated concept plan earlier today. Can you confirm that the location of the water line, as shown on the plan, reflects your department's records?
- As you can see from the concept plan, the proposed trail alignment would need to criss-cross with the water line to some extent. I know this has been a concern for the Water Dept. I'm told that the "structures" could be moved readily enough if field work (re water line) demands it. The puncheon is constructed with pressure treated lumber, screws, and L brackets, and could be deconstructed and stored in 8' sections on site.
- Since we're still at the concept design stage, and any work proposed will need Select Board approval (since they own part of the land and will have an easement on the remaining portion), I'm recommending that we include

this for discussion at their meeting next Monday 12/20. (I know you and the BOWC are planning to attend that evening's Exec Session, so that also makes sense to coordinate the timing).

- Can you please review the attached plan and provide any response re whether this is problematic or whether it could be workable? If you have specific questions about the concept plan please contact Brad Buschur since he's the primary interface with the designer.

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

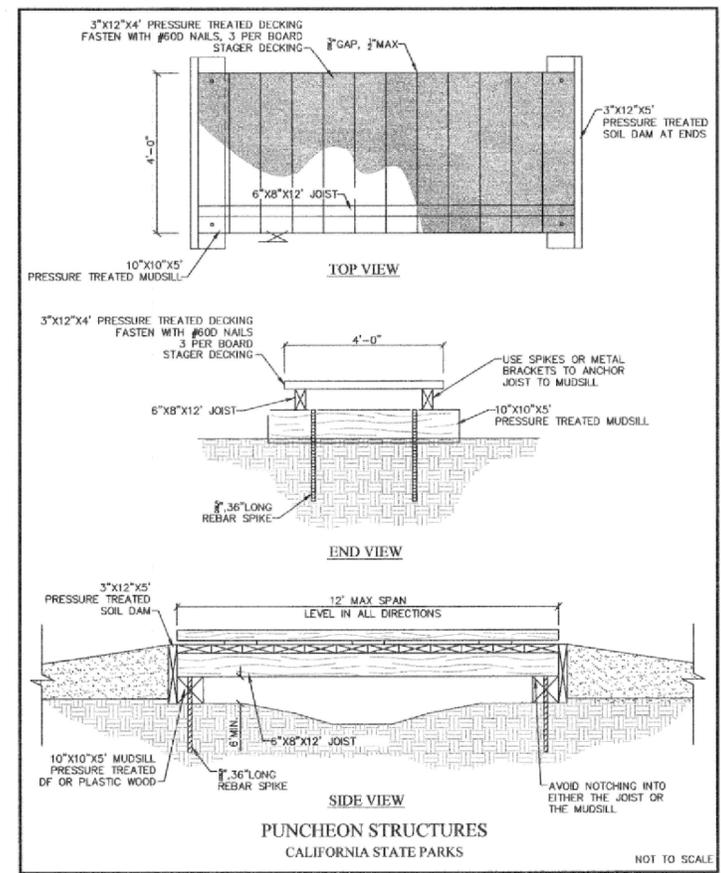
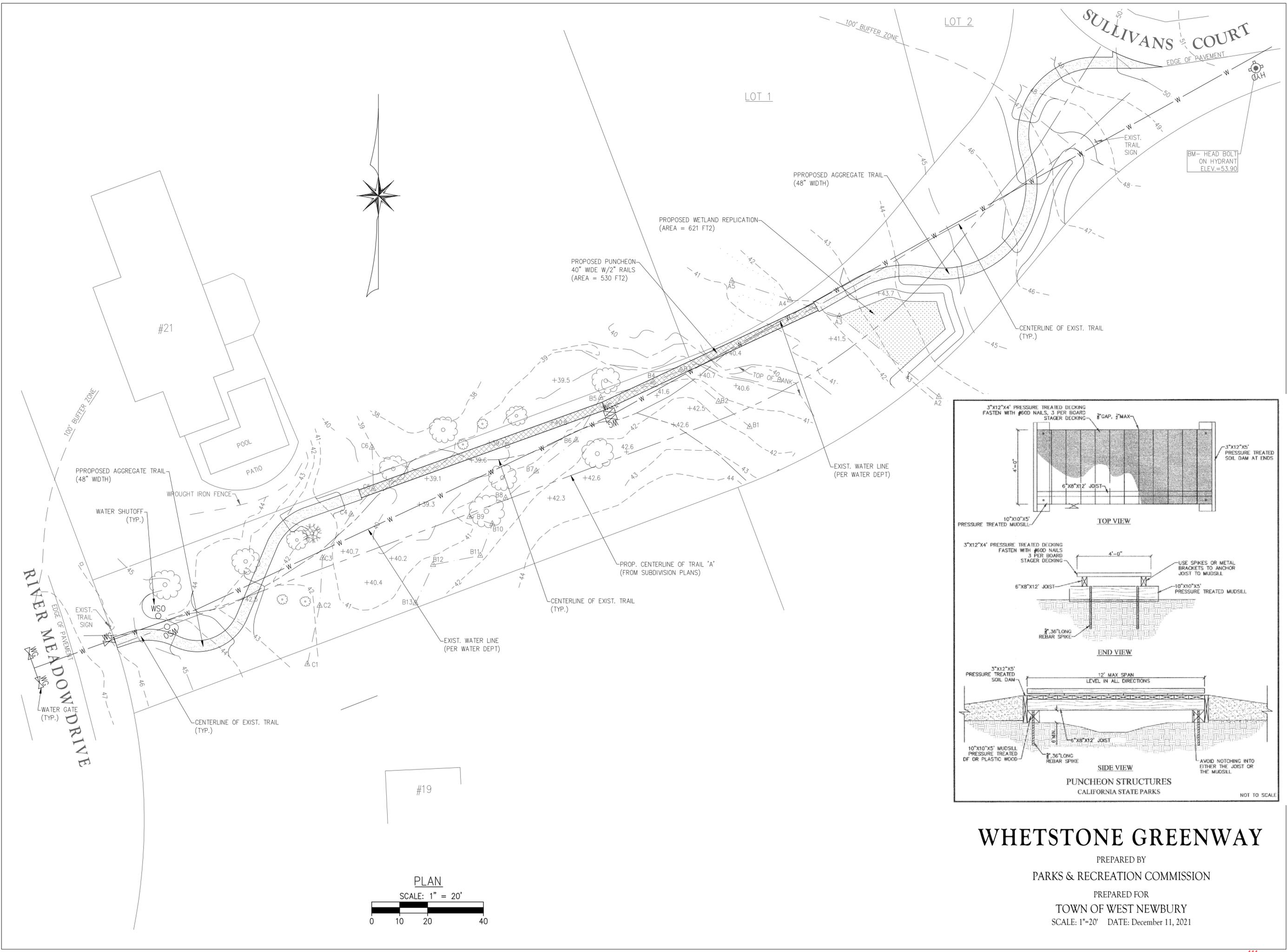
From: Brad Buschur [REDACTED]
Sent: Monday, December 13, 2021 1:20 PM
To: Town Manager <townmanager@wnewbury.org>
Cc: Wendy Reed [REDACTED]; Conservation <conservation@wnewbury.org>
Subject: Whetstone Greenway

Hi,

Attached is the revised sketch for the Whetstone Greenway. The alignment changed based on review of conditions in the field with the Conservation Agent. The first sketch would have resulted in significant impacts to vegetation within and between the resource areas. This alignment follows the existing trail crossing within the resource area. The trail roughly follows the alignment of the existing water line through the wetland crossing. Please note, the puncheon structure rests on mud sills (8x8 pressure treated timbers resting on the grade). There puncheon has no footings.

A replication area is identified on the plan. Should the town want to advance this alignment I recommend using the funding we have in hand to pay a consultant to prepare an NOI. I am happy to help secure a firm for this work.

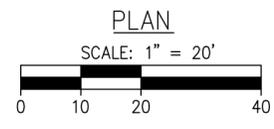
Thanks, Brad



WHETSTONE GREENWAY

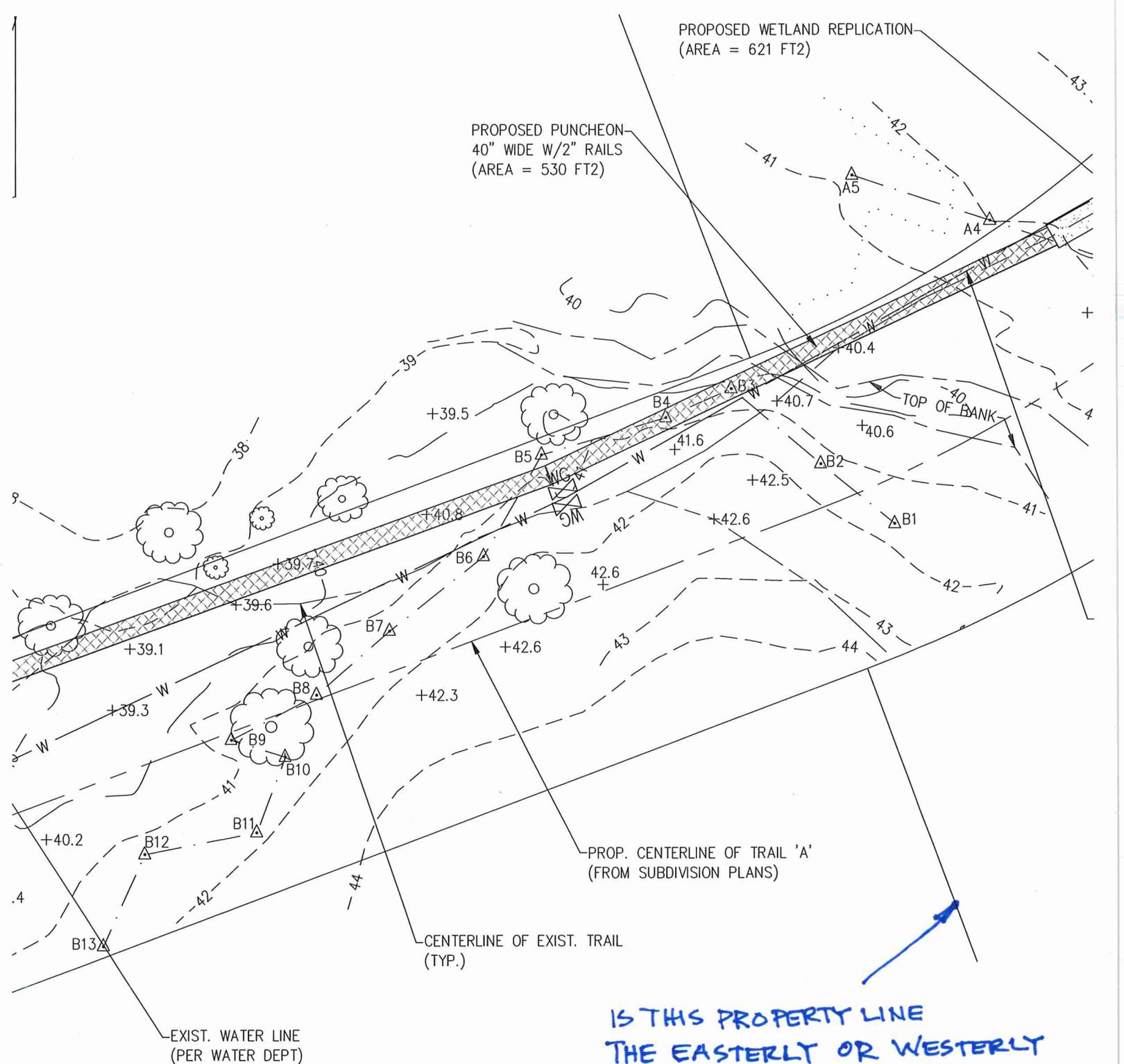
PREPARED BY
PARKS & RECREATION COMMISSION

PREPARED FOR
TOWN OF WEST NEWBURY
SCALE: 1"=20' DATE: December 11, 2021



PROPOSED WETLAND REPLICATION
(AREA = 621 FT²)

PROPOSED PUNcheon
40" WIDE W/2" RAILS
(AREA = 530 FT²)



IS THIS PROPERTY LINE
THE EASTERLY OR WESTERLY
PROPERTY LINE FOR
THE FOLLINSBEE SUB-DIVISION?
PLEASE SHOW BOTH LINES
SO I KNOW WHERE THE
PROPERTY LINE IS FOR
19 RMD.
ONCE THAT IS DONE I
WILL GET BACK TO YOU.
TX, MIKE G.

HAVING BOTH PROPERTY
LINES ON THIS PLAN
WILL HELP.

#19 RMD

From: [Town Manager](#)
To: [Finance Admin](#)
Subject: Fwd: Whetstone Greenway Concept
Date: Wednesday, December 08, 2021 5:13:47 PM
Attachments: [wtr_main from RMD to SC.pdf](#)

Please include this email thread and the attachment in the 12/20 OS packet, thanks

Begin forwarded message:

From: Mike Gootee <mgootee@wnewbury.org>
Date: December 8, 2021 at 2:54:13 PM EST
To: Leah Zambarnardi <lzambarnardi@wnewbury.org>, Town Manager <townmanager@wnewbury.org>, Brad Buschur [REDACTED]
Cc: Conservation <conservation@wnewbury.org>, Christian Kuhn <chief.assessor@wnewbury.org>, DPW Director <dpwdirector@wnewbury.org>, Gregory Hochmuth [REDACTED]
Subject: RE: Whetstone Greenway Concept

Hello all,

I sent Wendy my mark-up a while back. As you can see, the WGC was overlaid on to the as-built.

The blue line that is on my mark-up is exactly what is on the Draft as-built.

They have the waterline placed in the wrong area. My blue lines also line up with the valves.

Good luck, I will be in school tomorrow so if you need anything from me I will touch base Friday.

Michael E. Gootée
Water Manager/Superintendent
Town of West Newbury, MA
381 Main Street
West Newbury, MA 01985
Phone:(978)363-1100 X-128

From: Town Manager <townmanager@wnewbury.org>
Date: December 8, 2021 at 2:53:00 PM EST
To: Leah Zambarnardi <lzambarnardi@wnewbury.org>, Brad Buschur [REDACTED]
Cc: Conservation <conservation@wnewbury.org>, Mike Gootee <mgootee@wnewbury.org>, Christian Kuhn <chief.assessor@wnewbury.org>, DPW Director <dpwdirector@wnewbury.org>, Gregory Hochmuth [REDACTED]

Subject: RE: Whetstone Greenway Concept

Leah I agree with you. Looking at the relevant sections of each plan set, it does not look like what is shown as the water line location on each plan lines up. The one on the Sullivan's Court plan is roughly in the center of the layout, but the one on the River Meadow plan set looks to start (from the roadway) in the middle, then veer diagonally toward the north of the layout. The best thing would be if the Water Dept has or can obtain an as-built.

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: Leah Zambarnardi <lzambarnardi@wnewbury.org>
Sent: Wednesday, December 08, 2021 2:38 PM
To: Town Manager <townmanager@wnewbury.org>; Brad Buschur
[REDACTED]

Cc: Conservation <conservation@wnewbury.org>; Mike Gootee
<mgootee@wnewbury.org>; Christian Kuhn <chief.assessor@wnewbury.org>; DPW
Director <dpwdirector@wnewbury.org>; Gregory Hochmuth
[REDACTED]

Subject: RE: Whetstone Greenway Concept

Hi all,
Sending along the recorded As-Built Plan for River Meadow Drive – see Sheet 2 for the parcel and water line. I also attached the DRAFT As-Built currently under review for Sullivan's Court Extension – which also shows part of the parcel with water line. At first glance I'm not sure the line quite matches up between the 2 plans – though I haven't examined this in great detail. Locating it correctly is important because the water line connects the 2 developments if my recollection is correct.

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.

From: Town Manager <townmanager@wnewbury.org>
Sent: Wednesday, December 8, 2021 1:24 PM
To: Brad Buschur [REDACTED]
Cc: Conservation <conservation@wnewbury.org>; Leah Zambernardi <lzambernardi@wnewbury.org>; Mike Gootee <mgootee@wnewbury.org>; Christian Kuhn <chief.assessor@wnewbury.org>; DPW Director <dpwdirector@wnewbury.org>; Gregory Hochmuth [REDACTED]
Subject: RE: Whetstone Greenway Concept

Brad,

At Monday night's Select Board mtg, the Board was asked to accept the Sullivan's Court trail easement. While the attached plan is not referenced in the easement, it was part of the background materials provided to the Board. The question was once again asked re whether the location of the water line as shown on the plan is accurate (and it is believed that it is not accurate).

Again, this plan is not referenced in the easement (which has already been reviewed and referred by both Planning Board and ConCom), but it is believed that having a plan floating around with (potentially) inaccurate depiction of water main location could lead to confusion in the future.

I'm not sure who is responsible to make this update, since this base plan presumably dates back to a plan prepared by/on behalf of Tom Neve. However, I'm hoping that someone copied here (Mike G., are there as-builts that can be provided?) can verify or correct the location of the water main; that that can be added into the Whetstone Greenway concept plan; and that that can all be done fairly promptly. I've copied Christian since, once we do have accurate info re the location of the water main, he can either verify (or update if needed) the Town GIS data layer.

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: Brad Buschur [REDACTED]

Sent: Saturday, November 13, 2021 9:31 AM

To: Conservation <conservation@wnewbury.org>

Cc: Gregory Hochmuth [REDACTED]; Town Manager <townmanager@wnewbury.org>; DPW Director <dpwdirector@wnewbury.org>; Wendy Reed <wndreed@gmail.com>; Tim Cronin [REDACTED]

Subject: Whetstone Greenway Concept

Hi,

Attached is the concept plan for the Whetstone Greenway. This CPA funded project requires an NOI for two wetland crossings.

Would it be possible to review the concept with the commission prior to preparing the NOI? Ideally this project proceeds at the same time as the ANRAD for Mill Pond to reduce the number of meetings I have to attend.

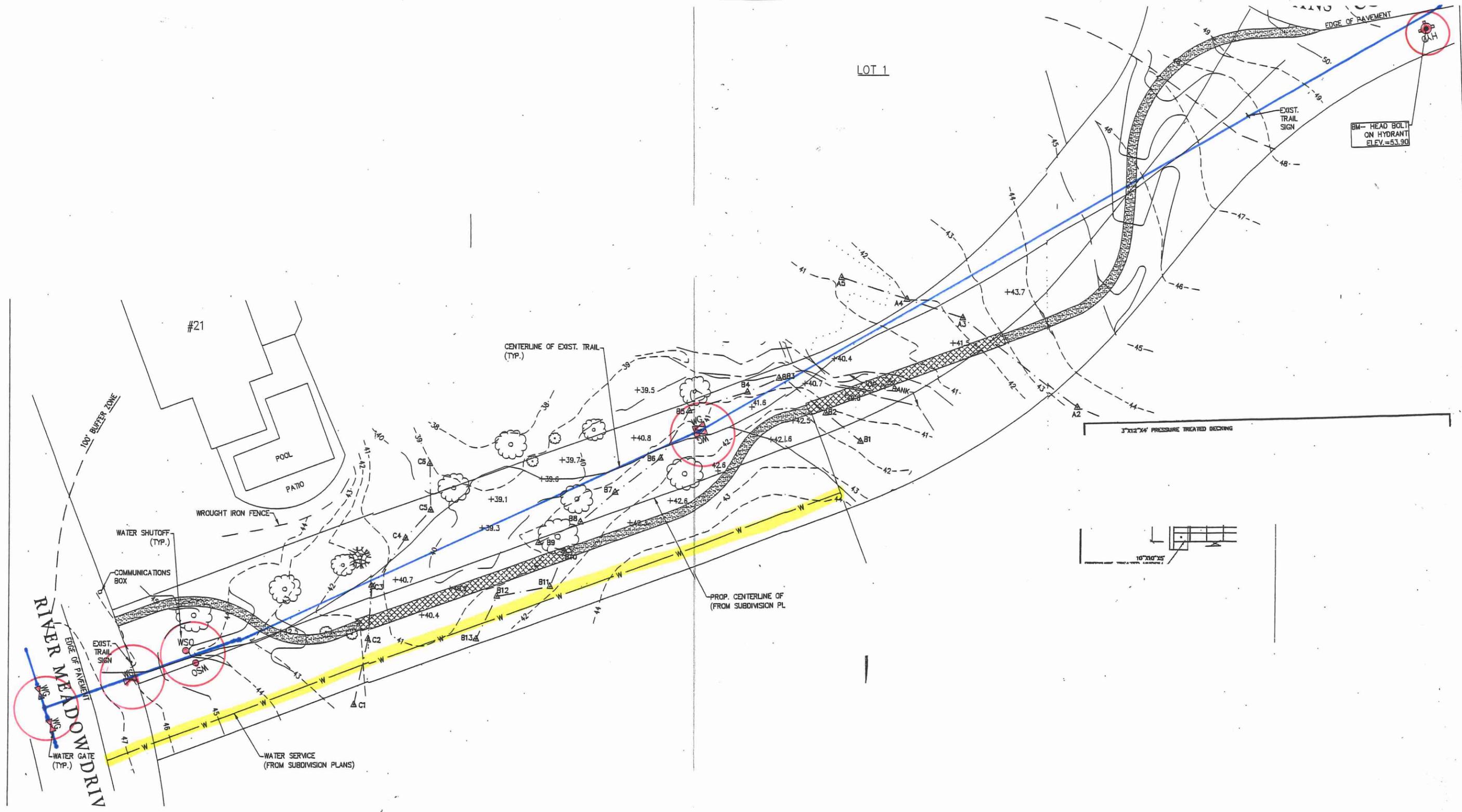
Attributes of the proposed greenway

- 36" wide
- Compacted aggregate (pack material)
- Slopes less than 5%
- Two puncheon structures spanning the wetlands
- Boardwalks to be constructed of PT rough sawn timbers, see detail
- Lengths of the boardwalks are 70' & 66'

Questions for Commission to consider

- Wetland replication requirements
- Review layout and material selections
- Drainage swales
- Construction access to path between resource area

Thank you for considering this request,
Brad





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: December 17, 2021
RE: Review of COVID exposure protocol

My office, in consultation with the Health Agent and the Town Accountant/Business Manager, recommend amendments to the COVID protocols.

The exposure protocol as approved by the Board last month has resulted in major negative impacts to the Town's operations in recent weeks, and this could be expected to continue if changes are not made. In our research, we have not become aware of any other municipality that requires a minimum of 8 days of self-quarantine for vaccinated individuals who may have had close contact with someone with COVID. The Town protocols are substantially more restrictive than State or CDC guidelines. For reference, this packet includes comparative materials from a number of other municipalities.

Drawing from my correspondences with each of you, I have proposed amendments, as shown in the enclosed redlined draft, that I hope will secure Board support.



Town of West Newbury

Employee COVID19 Exposure Protocol

November 15, 2021. **DRAFT UPDATES FOR REVIEW on 12-20-21**

This protocol reflects current OSHA, CDC and Massachusetts state guidance on protecting employees from exposure to COVID19 in the workplace. It is meant to be updated as new scientific information becomes available or regulatory requirements change. ~~Because the town of West Newbury does not currently mandate or track employee vaccination status, the most protective approach is to use the exposure protocols for unvaccinated individuals.~~

Applicability

This protocol applies to employees with work spaces in the Town Offices (1910 Building), and those employees and contractors whose responsibilities include regular work in the Town Offices (i.e. Buildings & Grounds, IT vendor, etc.).

Precautions

In order to minimize COVID19 exposure, Town employees and residents entering Town buildings are required to:

- Wear face masks in all public areas
- Maintain physical distance of 6 feet
- Sanitize hands before and after touching surfaces used by others

Vaccination

All employees are **strongly** encouraged to be vaccinated against COVID19 infection and if necessary, may obtain vaccinations during normal working hours.

COVID19 Symptoms

Any employee who experiences symptoms such as fever, fatigue, difficulty breathing, loss of taste or smell, cough, headache or nausea must notify their supervisor, consult their healthcare provider and receive a COVID19 test (Abbott BinaxNOW or PCR). The employee may not return to work until they are no longer symptomatic and a negative test result is received.

Isolation

An employee who tests positive for COVID19 must notify their supervisor and the Town Manager or Town Accountant/Business Manager (or their supervisor may notify the Town Manager or Town Accountant/Business Manager on their behalf). The employee may not return to work until:

- 10 days after the date of testing if asymptomatic (so, on the 11th day) OR
- 10 days after the onset of symptoms (so, on the 11th day), and
- They are fever free for 72 hours without use of medication, and
- They show overall improvement of symptoms

Approval to return to work must be given by the Town Manager or the Town Accountant/Business Manager. Proof of a negative test result may be required, and if required would be treated as confidential and placed on file in the employee's personnel file.

Quarantine for Unvaccinated Employees

An unvaccinated employee who has been within 6 feet of an infected individual for a cumulative total of 15 minutes over a 24-hour period is considered to be a close contact. The employee must notify their supervisor and the Town Manager or Town Accountant/Business Manager (or their supervisor may notify the Town Manager or Town Accountant/Business Manager on their behalf), and remain out of work for a total of 10 days since the last contact with the infected individual. The employee may elect to be tested on Day 5 or later following exposure and if they receive a negative test result and do not exhibit COVID19 symptoms may return on Day 8. Approval to return to work must be given by the Town Manager or the Town Accountant/Business Manager. Proof of a negative test result may be required, and if required would be treated as confidential and placed on file in the employee's personnel file.

Compensation During Time Off

Any vaccinated employee who is required to isolate or quarantine in order to prevent exposing other employees or visitors to the Town Office Building to COVID19 will be paid for their normal work schedule, and the time taken will not draw from the employee's accrued sick time. They will be expected to fulfill position requirements remotely to the maximum extent practicable while out of work, and may be asked to complete unrelated work assignments by their supervisor.

Non-Workplace Exposure

Town employees should be mindful of potential COVID19 exposure outside the workplace and follow recommended or required CDC, state and local protocols for travel, recreation and social events.

Sunset Date

This protocol, as may be amended by vote of the Select Board, shall be in effect through June 30, 2022, unless it is rescinded prior to that date, or unless the effective date is extended past that date by vote of the Select Board.

Date of adoption: November 15, 2021

REVIEW DRAFT: December, 2021



Memorandum

Reminder re: Quarantine and Isolation Protocols for Vaccinated (and unvaccinated) Staff; Eligibility for Massachusetts Emergency Paid Sick Leave

Department Heads,

As COVID case numbers continue to increase, I wanted to re-send the current Mass DPH standards for isolation and quarantine following COVID-19 exposures for both vaccinated and unvaccinated personnel; and a reminder about the State’s EPSL program. Nothing has changed here since at least the summer, so this is just a reminder. The full standards are online at <https://www.mass.gov/info-details/covid-19-isolation-and-quarantine-information>

Situation In Question	Vaccinated Personnel	Unvaccinated Personnel
<p>Employee is Exposed to Covid-19 Positive Individual but Has Not Developed any Symptoms of Covid-19</p>	<p>No quarantine required; However, you should still monitor for symptoms of COVID-19 for 14 days following an exposure.</p> <p><u>If you experience symptoms,</u> isolate yourself from others, seek testing, and contact your healthcare provider.</p>	<p>If you are exposed to someone with COVID-19 and you are unvaccinated: you must quarantine following an exposure.</p> <ul style="list-style-type: none"> • If 10 days after your exposure you have no symptoms, you can end quarantine. • You can also end your quarantine after 7 days if you get tested and are negative for the virus. Testing must occur on or after the 5th day.
<p>Employee Tests Positive for Covid-19</p>	<p>You must isolate if you have tested positive for COVID-19. This means you must be alone, without direct contact with anyone else, until you can no longer spread the virus. This isolation period lasts for 10 days.</p>	<p>You must isolate if you have tested positive for COVID-19. This means you must be alone, without direct contact with anyone else, until you can no longer spread the virus. This isolation period lasts for 10 days.</p>



Memorandum

	Employee must notify the employee's department head. The department head must notify the Board of Health.	Employee must notify the employee's department head. The department head must notify the Board of Health.
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In short – if your staff in question is fully vaccinated and is exposed to a COVID-19 positive individual, but they do not have symptoms of COVID-19, they are not required to quarantine and are expected to continue to report to work.

If any employee, vaccinated or not, develops symptoms of COVID-19, they should not report to work and should get a COVID-19 test and, if it is positive, they need to isolate.

If you have any questions about these standards, contact me or the Board of Health. If you run into what you believe is a unique fact pattern with an employee of yours and need guidance, do not hesitate to call me.

Massachusetts Emergency Paid Sick Leave (ESPL) for COVID-19 Related Absences

As a reminder, the Commonwealth's Emergency Paid Sick Leave law adopted this summer remains in effect (was originally going to expire this September but has been extended to April 1, 2022). **This is a state mandated program, employees must meet prescribed scenarios listed on the state application form (attached) to qualify for its use.** One eligible use is to seek a diagnosis (get a test) – regardless of vaccination status. Employees are eligible for a total of 40 hours OR \$850 of State EPSL, whichever occurs first. If you have questions about eligibility for the State EPSL or the necessary paperwork, please contact me. More details on the state program are here - <https://www.mass.gov/info-details/covid-19-temporary-emergency-paid-sick-leave-program>

Reminder re: Quarantine and Isolation Protocols for Vaccinated (and unvaccinated) Staff; Eligibility for Massachusetts Emergency Paid Sick Leave

Department Heads,

Please see the below standards for isolation and quarantine following COVID-19 exposures for both vaccinated and unvaccinated personnel; and a reminder about the State’s EPSL program. Nothing has changed here since at least the summer, so this is just a reminder. The full standards are online at <https://www.mass.gov/info-details/covid-19-isolation-and-quarantine-information>

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<p>Employee Tests Positive for Covid-19</p>	<p>You must isolate if you have tested positive for COVID-19. This means you must be alone, without direct contact with anyone else, until you can no longer spread the virus. This isolation period lasts for 10 days.</p>	<p>You must isolate if you have tested positive for COVID-19. This means you must be alone, without direct contact with anyone else, until you can no longer spread the virus. This isolation period lasts for 10 days.</p>

In short – if your staff in question is fully vaccinated and is exposed to a COVID-19 positive individual, but they do not have symptoms of COVID-19, they are not required to quarantine and are expected to continue to report to work.

If any employee, vaccinated or not, develops symptoms of COVID-19, they should not report to work and go get a COVID-19 test and, if it is positive, they need to isolate.

If you have any questions about these standards, contact me, Zack Seabury or Desiree Harding. If you run into what you believe is a unique fact pattern with an employee of yours and need guidance, do not hesitate to call me.

Massachusetts Emergency Paid Sick Leave (ESPL) for COVID-19 Related Absences

As a reminder, the Commonwealth's Emergency Paid Sick Leave law adopted this summer remains in effect (was originally going to expire this September but has been extended to April 1, 2022). **This is a state mandated program, employees must meet prescribed scenarios listed on the state application form (attached) to qualify for its use.** One eligible use is to seek a diagnosis (get a test) – regardless of vaccination status. Employees are eligible for a total of 40 hours OR \$850 of State EPSL, whichever occurs first. If you have questions about eligibility for the State EPSL or the necessary paperwork, contact HR or me. More details on the state program are here - <https://www.mass.gov/info-details/covid-19-temporary-emergency-paid-sick-leave-program>

NP
10-13-2021



COVID -19 POLICY - Amended

MAYOR NEIL PERRY

APPROVED 1/13/2021

Amended 10/13/2021

The City of Methuen is closely monitoring guidance and information as provided by the MA Department of Public Health and the U.S. Centers for Disease Control and Prevention relative to the Coronavirus 2019.

If you are sick, you are encouraged to stay home

Symptoms of COVID-19

Common symptoms include:

- Fever, chills or shaking chills
- Signs of lower respiratory illness (e.g. cough, shortness of breath, lowered oxygen saturation)
- Fatigue, sore throat, headache, body aches
- New loss of sense of taste or smell

Other less common symptoms include gastrointestinal symptoms, nausea, vomiting, diarrhea, rash and inflammatory conditions.

Precautions

All employees are encouraged to:

- Frequently wash their hands with soap and water for at least 20 seconds
- **Masks are to be worn according to the Mayor's Executive Order issued on 9/14/21. (attached)**
- Cover mouth and nose with a mask when not eating or drinking
- Do not touch your eyes, nose, or mouth with unwashed hands
- Keep 6 feet of distance from others whenever possible
- Clean and disinfect workstations, doorknobs, objects, and hard surfaces regularly

TRAVEL - All non-essential travel should be avoided per DPH Advisory

Unvaccinated employees must:

- Complete a Leave Request form identifying your out of state travel to your Department Head for approval
- Submit a copy of the signed Leave Request to Human Resources either in person or via email to HumanResources@CityofMethuen.net
- Upon return from travel, you must quarantine for 5 days. All employees can Rapid PCR or PCR test on day 5. Negative tests results should be sent to HumanResources@CityofMethuen.net. Once approved, Essential-symptom free, employees will be released to duty immediately. Non-Essential-symptom free, employees will be released to duty on day 7.

During these 5-7 days of quarantine, you may work from home with the permission of your Department Head. If you cannot work from home, you must use accrued time.

***Fully vaccinated employees do not need to quarantine however you should self monitor for any symptoms**

COVID POLICY 1/13/2021 Amended 3/25/2021

POSITIVE TEST RESULT

If you test positive for COVID-19 you must immediately:

- Report your positive results to Human Resources at HumanResources@CityofMethuen.net or call Human Resources at 978-983-8580
- Forward a copy of your positive results to HumanResources@CityofMethuen.net
- Isolate yourself for 10 consecutive calendar days from the day you tested.
- **You may work from home during your isolation period with Dept. Head approval. (A remote work application must be submitted to HR if you are working during this period of isolation).**
- You must submit a letter to HumanResources@CityofMethuen.net from your local Board of Health, Department of Public Health, CTC or your physician clearing you for work. Once approved you will be notified to return to duty.

CLOSE CONTACT

Unvaccinated employees must:

If you have been identified as a close contact to a positive COVID-19 individual you must immediately:

- Report your close contact status to Human Resources at HumanResources@CityofMethuen.net or call Human Resources at 978-983-8580
- Self-quarantine for 5 days. All employees can Rapid PCR or PCR test on day 5. Negative tests results should be sent to HumanResources@CityofMethuen.net. Once approved, Essential-symptom free, employees will be released to duty immediately. Non-Essential-symptom free, employees will be released to duty on day 7.
- During these 5-7 days of quarantine, you may work from home with the permission of your Department Head. If you cannot work from home, you must use accrued time, if you do not have enough time accrued, you will go on no-pay status. (**A remote work application must be submitted to HR if you are working during this quarantine period.**)

***Fully vaccinated individuals do not need to quarantine, however you should self monitor for symptoms.**

DEFINITIONS

Essential Employees: Police and Fire, Legal, Human Resources, Treasurer/Collector, Finance/CAFO, DPW, Inspectional Services, Information Technologies, Mayor and staff, any designated individual deemed by the Mayor due to a specific event or circumstance.

Non-Essential: Departments not listed above

FFCRA "COVID" time: This benefit has expired and is no longer allowed as of 2/1/2021.

Quarantine: is defined as to not leave your home for the duration of the quarantine period except for medical treatment

Isolation: is defined as staying in one room alone and not leaving that room for the entire isolation period except to use the restroom. If there is more than one positive case in your home, they must isolate separately or following the guidelines from your local board of health.

Fully Vaccinated: Individuals are fully vaccinated for COVID-19 if they have received two doses of either the Moderna or Pfizer COVID-19 vaccines or a single dose of the Janssen (Johnson & Johnson) vaccine more than 14 days prior to event (travel/contact)

Updates to this Policy are underlined in this document.²



City of Methuen, Massachusetts
Department of Economic and Community Development
Inspectional Services Office
The Searles Building, 41 Pleasant Street – Suite 313
Methuen, Massachusetts 01844

Neil Perry
Mayor

Kathleen Colwell
Acting Director of Economic and Community Development

Felix I. Zemel
Director of Inspectional Services

Building Division (978) 983-8625
Health / Code Enforcement Divisions (978) 983-8655
Fax (978) 983-8993

City of Methuen
Executive Order on COVID 19 Face Covering Requirement
Effective Upon Execution

WHEREAS, COVID-19 is a highly contagious and potentially fatal respiratory disease, which continues to spread throughout the world, including in the City of Methuen; and

WHEREAS, medical and public healthcare professionals throughout the world have discovered variants of the COVID-19 strain, including, without limitation, the “Delta” variant (“Delta”), which is spreading throughout the United States, including in the Commonwealth of Massachusetts, and is deemed by the US Centers for Disease Control and Prevention (“CDC”) to be spread more easily and quickly than COVID-19 itself; and

WHEREAS, CDC advises that COVID-19 and Delta can spread through close proximity between persons (within six feet), or actual personal contact, via respiratory droplets emitted when an infected person coughs or sneezes, and that people – even those who are vaccinated – can potentially spread the disease; and

WHEREAS, the CDC and the Massachusetts Department of Public Health (“DPH”) advise that individuals wear masks in public indoor settings, independent of their vaccination status, in order to minimize the spread of COVID-19 and Delta; and

WHEREAS, the City of Methuen has seen a recent rise in the number of new cases of COVID-19, coupled with Methuen’s lagging vaccination rates in comparison to the statewide vaccination rate in the Commonwealth of Massachusetts; and

WHEREAS, the Mayor of the City of Methuen and Methuen’s Board of Health continue to closely monitor guidance and information provided by the CDC and DPH regarding COVID-19 and Delta, and the increasing rates of infection in the area.

NOW, THEREFORE, the Mayor of the City of Methuen and the Methuen Board of Health hereby expressly find that additional measures, as set forth herein, are needed to mitigate the spread of COVID-19 and Delta; and in light of these findings, the Mayor and the Board of Health, acting in accordance with 310 CMR 11.05, 105

CMR 300.200, MGL c. 111, §§ 30, 95-105, and all other authorizing statutes and regulations, hereby order the following:

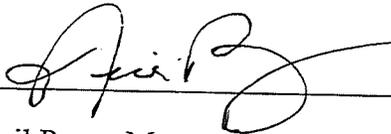
1. All persons over the age of five (5) must cover their nose and mouth with a mask or face covering (such as a scarf, bandana, or handkerchief) when **inside any of the municipal buildings** noted in subpart (2) below, except where a person is unable to wear a mask or face covering due to a medical condition or religious belief.

2. This mask requirement includes all employees and visitors in Methuen City Hall, Methuen Police and Fire Stations, Methuen Department of Public Works offices and facilities, the Nevins Library, and the Methuen Senior Center.

3. Notwithstanding the foregoing, this mask/face covering order shall not apply to the following persons: (a) City employees who are socially-distanced (at least six feet away) from others and who are either working in their own office, or working within a cubicle with a wall separating the cubicle from adjoining or nearby cubicles; (b) City fire service personnel while inside the living quarters of a City fire house; and (c) arrestees or detainees of the Methuen Police Department, while such arrestees or detainees are entering the Methuen Police Station.

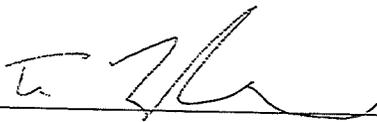
This Order shall take effect upon execution by the Mayor and the Board of Health/Board of Health Agent.

Signed:



Neil Perry, Mayor
City of Methuen

Date: 14 Sept 2021



Methuen Board of Health
Felix Zemel, MPH, Board of Health Agent

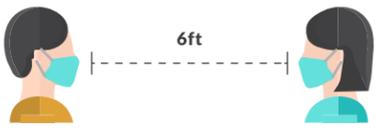
Date: SEPT. 14, 2021

RULES TO KEEP YOU SAFE AT WORK

Mandatory safety standards for workplaces



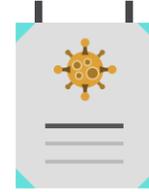
SOCIAL DISTANCING



Remain at least six feet apart from others to the greatest extent possible, both inside and outside workplaces



Follow established protocols to ensure social distancing



Review signage for safe social distancing



Use a face covering or mask at all times

HYGIENE PROTOCOLS



Ensure there are hand washing capabilities throughout the workplace



Wash your hands frequently and properly



Provide regular sanitization of high touch areas, such as workstations, equipment, screens, doorknobs, restrooms, etc.

STAFFING & OPERATIONS



Attend work trainings regarding the social distancing and hygiene protocols



Do not report to work if you are displaying COVID-19-like symptoms



Comply with plan for employees getting ill from COVID-19 at work, and return-to-work plan

CLEANING & DISINFECTING



Comply and maintain cleaning protocols specific to the business



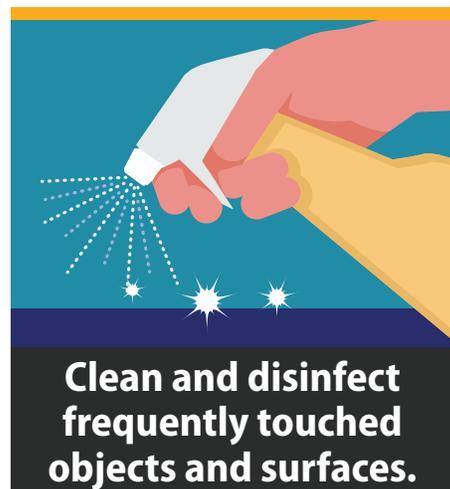
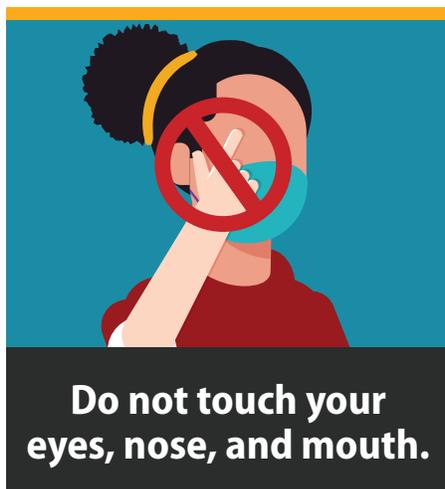
Ensure that cleaning and disinfecting is performed when an active employee is diagnosed with COVID-19



Disinfect all common surfaces must take place at intervals appropriate to said workplace

Stop the Spread of Germs

Help prevent the spread of respiratory diseases like COVID-19.



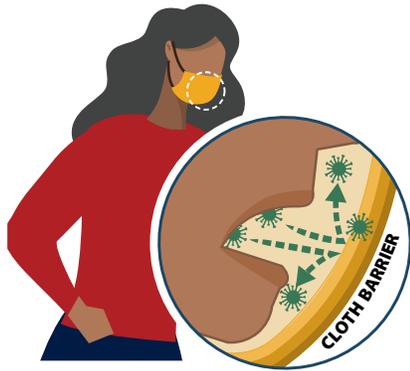
cdc.gov/coronavirus

How to Safely Wear and Take Off a Cloth Face Covering

Accessible: <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>

WEAR YOUR FACE COVERING CORRECTLY

- Wash your hands before putting on your face covering
- Put it over your nose and mouth and secure it under your chin
- Try to fit it snugly against the sides of your face
- Make sure you can breathe easily
- Do not place a mask on a child younger than 2

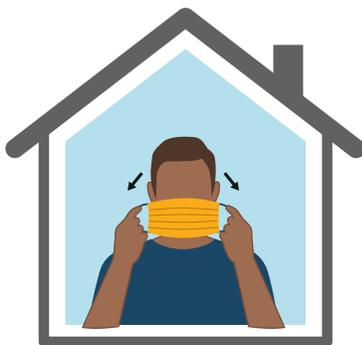


USE THE FACE COVERING TO PROTECT OTHERS

- Wear a face covering to protect others in case you're infected but don't have symptoms
- Keep the covering on your face the entire time you're in public
- Don't put the covering around your neck or up on your forehead
- Don't touch the face covering, and, if you do, clean your hands

FOLLOW EVERYDAY HEALTH HABITS

- Stay at least 6 feet away from others
- Avoid contact with people who are sick
- Wash your hands often, with soap and water, for at least 20 seconds each time
- Use hand sanitizer if soap and water are not available



TAKE OFF YOUR CLOTH FACE COVERING CAREFULLY, WHEN YOU'RE HOME

- Untie the strings behind your head or stretch the ear loops
- Handle only by the ear loops or ties
- Fold outside corners together
- Place covering in the washing machine
- Wash your hands with soap and water



Cloth face coverings are not surgical masks or N-95 respirators, both of which should be saved for health care workers and other medical first responders.

For instructions on making a cloth face covering, see:

[cdc.gov/coronavirus](https://www.cdc.gov/coronavirus)



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: December 17, 2021
RE: DRAFT FY23 budget policy direction

The enclosed redlined revisions (with the FY22 policy direction as the base document) are intended to reflect the Board's discussion at your meeting on December 6. It is understood that the Board may wish to make refinements and/or additional revisions prior to adoption.



Town of West Newbury

Select Board FY '23 Budget Policy Direction

WORKING DRAFT December 20, 2021

To insure the growing and continued financial health of the Town of West Newbury, provide the public with confidence that Town officials respect their responsibility for fiscal stewardship and demonstrate to taxpayers and bond rating agencies that the Town has thoughtfully prepared for its future, the Select Board present to our employees, Boards, Commissions and Committees the following guidance in preparing the FY22 budget.

1. We propose a FY23 operating budget that will limit the overall increase in the expense budget to no more than ___%, not including any school budget increases including related to the Pentucket Middle/High School override. If, in order to meet this budgetary goal, the proposed budget includes any changes in organizational structure, employee head count, hours of operation and/or budgeted level of service, these changes should be specified.
2. We propose that the operating budget specify financial impacts, if any, of COVID-19 on proposed FY23 operating budgets, including as these impacts may vary depending on assumptions made regarding information that is unknown at the time of budget preparation taking into account that some expenses that have become necessary or customary as a result of COVID-19 (such as remote meeting platforms, enhanced cleaning protocols, etc.) are no longer funded by the Federal CARES Act.
3. We will carry out a clear, transparent public process for finance committee and public review of the proposed FY23 budget, taking into account information from taxpayers, town officials, department heads, Boards/ Commissions/ Committees, and residents.
4. We propose to recommend that Town Meeting continue to appropriate retired debt service into the School Stabilization Fund; and that the Town continue to draw-down the balance in that fund in FY23 based on a multi-year plan to mitigate the taxpayer impact of the Middle/High School project.
5. We propose that updates and revisions to the Capital Improvement Program be presented by the Town Manager in accordance with the timeline requirements in the Capital Improvements Committee Bylaw. We propose that the Capital Improvements Committee and the Town Manager evaluate whether an appropriation of \$500,000 from the operating budget into the Capital Stabilization Fund is an appropriate amount when taking into account FY23 and future years' anticipated capital funding needs.
- ~~5-6. We propose that the FY23 budget process include consideration of whether documented Town and/or Water capital project costs or other eligible expenses may be paid in full or in part through the Town's allocation of Federal American Rescue Plan Act (ARPA) funds.~~
- ~~6.—In addition to a budgeted transfer within the Omnibus Budget (see Item 5 above), we will propose to transfer into the Capital Stabilization Fund the amount of \$600,000 from Free Cash and/or other available sources to support the Middle Street Bridge project, and will further propose that the recommended FY22 appropriations from the Capital Stabilization Fund be sufficient, combined with other known financing sources, to allow that project to begin construction in FY22.~~
7. We propose that the Town Manager and Department Heads both continue to consider and expand consideration of potential opportunities to regionalize some town services, if this can be achieved at cost savings while maintaining or enhancing current levels of service, including exploring potential opportunities that may not be ready for implementation in time for FY23.

8. In anticipation that the Wage and Classification Study now underway may not be complete prior to Town Meeting adoption of the FY23 operating budget, we propose that an appropriate amount of funding be proposed, either within the FY23 operating budget or in a separate Warrant Article, that would allow for adjustment of wages (prior to and/or during FY23) if/as found to be appropriate based on the recommendations of the study.

~~8.9.~~ We propose that the FY23 operating budget support a staffing structure for administration and finance operations that is designed to provide adequate staffing to ensure that, whatever other special projects or “crises” may arise, these will not compromise the Town’s ability to complete all “baseline” responsibilities as required by various statutes, bylaws and policies.

~~9.10.~~ We propose that the FY23 budget should take into account the estimated impacts, if any, of any newly effective requirements imposed by statute, bylaw, regulation or policy, and should specify the estimated impact of any such newly effective requirements. These estimates should take into account the anticipated impacts of any new statute, bylaw, regulation or policy that is known or proposed to take effect during FY23.

~~10. We propose to consider, within the FY23 budget process, whether the Select Board will recommend a Free Cash transfer in order to reduce the FY23 tax rate and, if this will be recommended, we intend to propose such an article for consideration at the 2022 Annual Town Meeting.~~

11. We propose that, for each section of the proposed budget, specify the individual(s) or the Board/Commission/Committee that will have authority to expend the budgeted funds.

Approved by ___ vote of the Select Board
_____, 20__



West Newbury

Town Clerk's Office – 381 Main St.
 Phone: 978-363-1100 ext. 110
 townclerk@wnewbury.org

To: Select Board

From: James RW Blatchford, Town Clerk

CC: Angus Jennings, Town Manager

Date: 12/16/2021

Re: MVRTA and Transportation Services in West Newbury

Comments: Recently the Town Manager and I had a meeting with Noah Berger, the new Administrator and CEO of the Merrimack Valley Regional Transit Authority (MVRTA) to discuss the services provided to West Newbury from the MVRTA and some of Noah's plans for the MVRTA.

Mr. Berger has worked in the transportation field since 1994 at the federal, state, and local level. His most recent position prior to coming to the Merrimack Valley, he served as the Deputy Administrator for Cape Code Regional Transit Authority (CCRTA). One of the areas that CCRTA services is Barnstable County which has the 3rd largest senior citizen population in the United States the other two are located in Florida. One of his visions of service includes outreach to more rural towns, because service was previously based word of mouth in the 15 communities being served. Additionally, as Noah pointed out the MVRTA can and is a much more nimble and responsive organization than say the MBTA. The MVRTA also works very closely with the Merrimack Valley Planning Commission on regional planning. In the short term the MVRTA is partnering with local artists to redesign the fleet to make it more eye catching and visually attractive from the current white with red and blue strips.

Primary revenues for the MVRTA comes from the federal, state, and local governments. The Federal government has recently been more actively funding transportation with the state government not meeting that same level of funding. Recently the Federal government changed their formula funding which has increased funding by 24%. Local municipalities fund the MVRTA through assessments with funding going to both the MVRTA and the MBTA since we are a Commuter Rail adjacent community through the cherry sheet. Historically municipalities always chose their level of service. Mr. Berger pointed out to us that the assessment the MVRTA receives can actually be deducted from the MBTA assessment, so funding from West Newbury for the MVRTA can increase



West Newbury

Town Clerk's Office – 381 Main St.
Phone: 978-363-1100 ext. 110
townclerk@wnewbury.org

while not needing additional allocations. Currently the assessment from the Town of West Newbury is \$29,391 to the MBTA and \$4,007 to the MVRTA.

Currently the service provided to West Newbury is through Ring a Ride. This is an on-demand service, for seniors and people with disabilities, which costs a flat \$2 per ride to any other community in the MVRTA. At the last meeting the MVRTA board voted to provide free transit for all fixed route services so something Mr. Berger feels would truly benefit resident in West Newbury is using the Ring a Ride service to connect Seniors and people with disabilities to the fixed route services for access to transit throughout the entire region. Ring a Ride is available Mon-Fri 5am – 7pm and Saturday 9am-6pm rides can be scheduled ahead of time from at least one day in advance to two weeks.

One program that may of particular interest to West Newbury would be a Federal/State program that allows the Town to lease a vehicle from the MVRTA for \$1/yr to provide transportation to seniors and people with disabilities. The program has been in existence since the 1970's but very few communities utilize it. There is no minimum usage for the vehicle but miles of service and ridership must be tracked. The earliest a program like this could be initiated would be FY24, however this is not a hard timeline with no guarantee, as there are many factors involved including federal funding, program compliance, as well as for MVRTA actually obtaining an additional vehicle. This will be something we will continue to learn more about, but may be something the Town formally initiates a process toward in the relatively near term.

In coordination with my office's work with the Town Manager's office and the Council on Aging, we will include more active promotion of the Ring a Ride service through the monthly COA newsletter and through the Town's website and social media.

West Newbury services provided:

2018 – 169 rides used by 7 residents

2019 – 336 rides used by 5 residents

2020 – 181 rides used by 7 residents

2021 – (until 12/15/21) 178 rides by 6 residents

Town Manager

From: Kennealy, Michael (EOHED) <michael.kennealy@mass.gov>
Sent: Wednesday, December 15, 2021 1:14 PM
Cc: O'Hanlon, Rory C. (EOHED); Kluchman, Chris (OCD)
Subject: Update on the New Multifamily Zoning Requirement for MBTA Communities



Commonwealth of Massachusetts
Executive Office of Housing and
Economic Development

December 15, 2021

Dear Local Officials in MBTA Communities:

On January 14, 2021, Governor Baker signed an omnibus economic development package into law, which is now known as Chapter 358 of the Acts of 2020. Notably, this bill included the *Housing Choice* zoning reforms to better enable municipalities to adopt certain zoning measures that promote housing by a simple majority vote. It took a multi-year effort to get this much needed reform across the finish line. It is rooted in a simple principle: where there is majority consensus in communities around increasing housing production, a minority of voters should not be able to block zoning reform. We continue to be encouraged by local leadership around the Commonwealth of Massachusetts that are leveraging this tool to approve housing supportive zoning and development.

The same bill also included a new multi-family zoning requirement for MBTA communities. When the Governor signed this provision, he made clear that the Administration intends to take a thoughtful approach in developing compliance criteria in accordance with the new law. Today, we present draft guidelines and other relevant documents to the 175 MBTA communities affected by this new law. You are receiving this communication because you represent one of those communities.

New Section 3A of Massachusetts General Laws Chapter 40A provides the following:

Section 3A. (a)(1) An MBTA community shall have a zoning ordinance or by-law that provides for at least 1 district of reasonable size in which multi-family housing is permitted as of right; provided, however, that such multi-family housing shall be without age restrictions and shall be suitable for families with children. For the purposes of this section, a district of reasonable size shall: (i) have a minimum gross density of 15 units per acre, subject to any further limitations imposed by section 40 of chapter 131 and title 5 of the state environmental code established pursuant to section 13 of chapter 21A; and (ii) be located not more than 0.5 miles from a commuter rail station, subway station, ferry terminal or bus station, if applicable.

(b) An MBTA community that fails to comply with this section shall not be eligible for funds from: (i) the Housing Choice Initiative as described by the governor in a message to the general court dated December 11, 2017; (ii) the Local Capital Projects Fund established in section 2EEEE of chapter 29; or (iii) the MassWorks infrastructure program established in section 63 of chapter 23A.

(c) The department, in consultation with the Massachusetts Bay Transportation Authority and the Massachusetts Department of Transportation, shall promulgate guidelines to determine if an MBTA community is in compliance with this section.

The Department of Housing and Community Development (DHCD) issued preliminary guidance on January 29, 2021, which provided that all MBTA communities will be deemed to be in compliance until more specific guidelines are developed and made available to affected MBTA communities. Since then, the Executive Office of Housing and Economic Development (EOHED) and DHCD engaged in discussions with stakeholders to inform the compliance guidelines the law requires us to issue. This included an interagency work group consisting of staff from EOHED, DHCD, MassDOT, MassHousing, Mass Housing Partnership (MHP), and MassDevelopment. EOHED and DHCD also worked closely with MHP's Center for Housing Data to incorporate data analysis that informed the compliance framework. We are pleased to be able to share with you today DHCD's draft guidelines for public comment and review.

Consistent with how this Administration has approached other issues, the draft guidelines do not take a one size fits all approach. Because of the diversity of MBTA communities, a multi-family district that is reasonable in one city or town may not be reasonable in another city or town. The draft guidelines propose that a zoning district of "reasonable size" will be determined by the type of public transit service in each community.

It is important to remember that this law is all about **zoning**—the rules that establish what can be built, and where—and not the permitting of individual projects or the production of actual housing units. Over time, the zoning changes adopted at the local level as a result of this law will enhance landowners' opportunities to develop multifamily housing that will serve the needs of communities. The immediate impact of this law, and the implementing guidelines, is to establish a clear set of rules with which municipalities must comply to preserve eligibility for certain types of state funding.

We recognize that this new requirement will require adjustments for your community, and we are ready to provide answers to your questions. Through a suite of technical assistance resources, our offices and MHP are eager to be a partner with you as you work through this process.

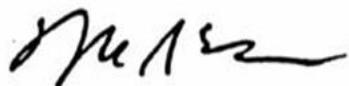
Please know, final guidelines will be issued once DHCD has an opportunity to solicit, deliberate on, and respond to comments from MBTA communities and other interested stakeholders. The draft guidelines may be modified as appropriate based on this additional public input. We intend to spend the next few months focused on this aspect of the work. We want to provide detailed information to all of you on what we have proposed today and we want to get your thoughts and reactions.

We think this can be another tool in our larger effort to confront the state's housing crisis. This new requirement will complement existing efforts to encourage transit-oriented housing development. By allowing multifamily housing near transit, we can create new housing in walkable neighborhoods closer to transit, which is not just good housing policy, it is good climate and transportation policy, too. It is important that Massachusetts continue to leverage housing best practices to meet the state's housing needs and this new requirement does that by setting the table for more housing near transit centers.

We want to call out a near term assignment for any MBTA community that wishes to participate in two grant programs that are part of the upcoming 2022 Community One Stop for Growth. It is no coincidence that we are releasing this on the same day as we open the Expression of Interest (EOI) for prospective One Stop applicants that want to discuss priority projects with us ahead of the next cycle. By way of background, the law provides that a noncompliant MBTA community will not be eligible for funds from the following grant programs: (i) the Housing Choice Initiative; (ii) the Local Capital Projects Fund; or (iii) the MassWorks Infrastructure Program. In order to be eligible for the upcoming grant cycle, MBTA communities must complete the "MBTA Community Information Form" by May 2, 2022. Communities that satisfactorily complete this straightforward online form will be deemed compliant for 2022 while we work on ironing out final compliance criteria guidelines.

We encourage you to visit mass.gov/mbtacomunities for the draft guidelines and all relevant information and updates, including the technical assistance referenced above.

Sincerely,



Mike Kennealy
EOHED Secretary



Jennifer D. Maddox
DHCD Undersecretary



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: December 17, 2021
RE: Proposal for CPA administrative funding

At its meeting last night, the Community Preservation Committee endorsed the enclosed application for use of administrative funds, submitted on behalf of the Select Board, subject to modifications to “Part A – Discovery” in Lynne Spencer’s proposal of December 5. Work will be needed to modify the scope prior to execution of an agreement, as well as advancing prior staff work regarding, generally, the issue of wastewater disposal options under different potential use scenarios.

The enclosed email thread may help to illustrate (some of) the complexity of this matter. It was hoped that consultant support could allow these questions to be advanced to resolution somewhat expeditiously, but as these items will now be kept in-house (per the CPC’s direction) this work will proceed on a timeframe as feasible in the context of staff bandwidth. I would expect the Health Department to take the lead on this, but also acknowledge that some of the questions they’ll need answers to – such as regarding potential future use(s) of the building – will also rely on direction from the Select Board.

To ensure that all parties are aware of this resource, I will point out that the initial (fall 2019) CPA funding proposal included an analysis of building code, zoning, health, conservation and other regulatory constraints. This analysis, while not as specific as what will be needed, is enclosed for reference, along with other relevant exhibits from that proposal.

Town Manager

From: Town Manager
Sent: Tuesday, November 23, 2021 1:37 PM
To: Building Inspector; DPW Director; Paul Sevigny
Cc: Town Accountant; Jennifer Walsh (finance.admin@wnewbury.org)
Subject: RE: Question re S&S Bldg

Sam, Paul, Wayne,

I'm working to get Lynne Spencer re-engaged through a short-term letter agreement, as we work toward a broader proposal for a longer-term strategy (such as through disposition to a third party, via sale or long-term lease, subject to a preservation restriction). (We suspended work on the CPC-funded contract once it became clear that the CPC-funded project was on hold due to the high bid #s). I'm hoping to get that worked out in the next few work days, so she may be back "on the clock" roughly a week from now. At that time she can be a resource in helping to bring these questions to resolution. Stay tuned, thanks.

Angus

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

From: Town Manager
Sent: Monday, November 22, 2021 3:41 PM
To: Building Inspector <building.inspector@wnewbury.org>
Cc: DPW Director <dpwdirector@wnewbury.org>; Paul Sevigny <psevigny@wnewbury.org>
Subject: Re: Question re S&S Bldg

This is helpful, thank you.

We are aware of the zoning limitations and it is possible (perhaps likely) that a zoning amendment would be proposed to allow office use in this location.

Two uses that have been floated, if the building were to be made available to a third party via disposition, are office, or housing. However any guess as to future use is, at this point, a guess. Knowing what may be allowable with a tight tank (as opposed to a septic system, which would require easement on and permission to use adjacent private land for a leaching field) can help narrow the list of potential future uses.

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

Sent from my mobile device

On Nov 22, 2021, at 2:54 PM, Building Inspector <building.inspector@wnewbury.org> wrote:

Hi Angus, in looking at the proposed uses for the S&S building I wanted to make sure you were aware of the limitations on the buildings uses due to Section 4.A.2 of the zoning bylaw that states "If a non-conforming use is discontinued or abandoned for a period of more than two (2) years, it shall not be re-established, and any future use shall be in conformance with this by-law." This would limit what the building could reasonable be used for under the current zoning. The most likely uses would be 1 or 2 family dwelling (3-4 with special permit), housing allowed by special permit or exempt under MGL such as elderly or veterans housing or municipal use. There are other allowed uses that are less likely such as non-profit school or club , restaurant, inn, B&B, vet, kennel all which would require a special permit or educational, religious and agricultural uses exempt under 40A. Parking is a large limiting factor to all the uses. Typically we have a use for a structure and the spaces are broken down into rooms and the table in the Building Code for occupancy is applied to arrive at a figure. In this case we are trying to guess a use and assign an occupancy to set a system design standard. Assuming we use the building as a municipal office with offices on the second floor, some first floor offices and a central meeting/assembly room, the calculation would be based on gross floor area with an occupant load factor of 100sf per occupant. Taking a best guess and assuming the assembly area is limited to a conference room style set up, assuming roughly 2700sf of space we would be looking at an occupant load of 27. If the assembly was set up more like a classroom the calculation would be higher. The HVAC design submitted by WB&A assumed an occupant load of 40 people which I assume was based on office with an assembly space with a classroom style setup.

In trying to reverse engineer a system we end up with a large number of assumptions and what ifs. Based on the very limited flow of the tight tank we would either have to come up with some very strict prohibitions on use or design a system that would provide greater flexibility in use. In short, other than a municipal office I'm not seeing much that wouldn't require more than a tight tank. Also if the proposed offices have a meeting or assembly room, that may exceed the BOH limits on the tight tank.

I'll follow up with Paul to see how his code pairs with mine to give you a better defined list but I do think the tight tank will severely reduce the already short list of uses.

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

From: Town Manager <townmanager@wnewbury.org>
Sent: Thursday, November 18, 2021 10:07 PM
To: Building Inspector <building.inspector@wnewbury.org>
Cc: DPW Director <dpwdirector@wnewbury.org>
Subject: FW: Question re S&S Bldg

Hi Sam – wanted to make you aware of thread below in case you're asked to assist. I've spoken w BOH Chair Bob Janes as I think Health (and possibly Bldg) depts are best positioned to come up with answers to my questions. While Wayne and I are happy to be involved, in general, we're both exceptionally busy

these days and I don't want our availability (or lack thereof) to create a pinch point if these questions can be timely addressed by others who may have more time available, and who almost certainly have more specialized knowledge/expertise.

The architect will need to know this information in order to assess what potential use/uses could utilize a tight tank, and what potential use/uses may trigger the need for a septic system (which would rely on obtaining an easement on abutting property, etc.). I'm concerned that if we turn it into a lengthy process to get to an answer to the questions I asked, based on Wayne's and my availability amid other commitments it could lead to a delay in our effort to prepare a proposal timely for Spring Town Meeting.

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: Paul Seigny <pseigny@wnewbury.org>
Sent: Wednesday, November 17, 2021 10:27 AM
To: Town Manager <townmanager@wnewbury.org>
Cc: DPW Director <dpwdirector@wnewbury.org>
Subject: RE: Question re S&S Bldg

Hi Angus,
Monday nights clinic went well. We were able to vaccinate 240 youngsters with another 230 or so registered for next week.

Regards to the Carr Post, I have attached a memo that I distributed back in 2019. The biggest question that needs to be answered is what is the design flow of the current system. We have no records as to the physical size, design flow or year the system was built. In my life time, the building has been used as a function hall, meeting room and a place for veterans to play cards. Under the septic code, 310 CMR 15.00 we need to apply a gallons per day flow that the current system should have been designed for based on the use at that time. Based on the assessor's records, the 1st and 2nd floor consists of 2,454 SF. The BOH recently approved a tight tank design based on 207 GPD flow (April 6, 2021), based on a municipal office building. If the Town were to sell this property, it may be better to try to establish a more accurate history of its past uses and see what the design flow would have been.

Based on the current code for the various uses, the GPD flow would be;

- Function hall - 15 gallons per seat
- Lounge Tavern - 20 gallons per seat
- Office space - 75 gallons per 1,000 SF (minimum 200 GPD)

We don't have enough information as to what the design or actual use would have been when the facility was up and running at its peak. Therefore, I would recommend more involvement and discussions with others before we can come up with an allowed use based on the septic system. I think it would be best to involve a BOH representative, TM, building inspector, DPW director and maybe a

couple older locals who have experienced the Carr Post uses over the years and collectively agree on a reasonable use. Once this is established, the BOH can determine the GPD flow that we can use for any future occupancy. The GPD flow ultimately will determine the uses allowed and price that one would be willing to pay.

From: Town Manager <townmanager@wnewbury.org>

Sent: Monday, November 15, 2021 1:22 PM

To: Paul Sevigny <psevigny@wnewbury.org>

Cc: DPW Director <dpwdirector@wnewbury.org>

Subject: Question re S&S Bldg

Paul,

I imagine your focus today is solely on the clinics beginning tonight, and I'm not expecting a response to this right away.

With the bids coming in well above budget, we're looking at potential alternate strategies re the S&S Bldg. One potential option would be to seek Town Mtg authorization for disposition of the property (whether by sale or long-term lease) to a private party, subject to an Architectural Preservation Restriction which would specify the types of restoration/improvement activities that the private party could undertake. (Part of the idea being that a private party could complete the restoration more cost-effectively than the Town).

Blake happened to stop by on Thursday evening and we spoke for a bit. He mentioned that the BOH had authorized use of a tight tank for the building, but cautioned that the Board may not have the ability to authorize this if the building use were to change in the future. We didn't go into it in depth, but this raised a couple of questions I'm hoping you can help me understand:

- What use/uses does the building currently fall within?
- What use/uses would be allowed/allowable with use of a tight tank (i.e. office? assembly? other?)
- What use/uses would constitute a "change of use" (presumably per DEP definitions), and would such change of use either disallow or make difficult the potential use of a tight tank?

We're working with architectural and legal on how a proposal could be crafted for potential future Town Mtg consideration, so want to be sure we're taking into account any allowances/prohibitions/etc. that may result from BOH jurisdiction.

Happy to meet on this if helpful to review in more detail. Not super urgent, anytime later this month would be great.

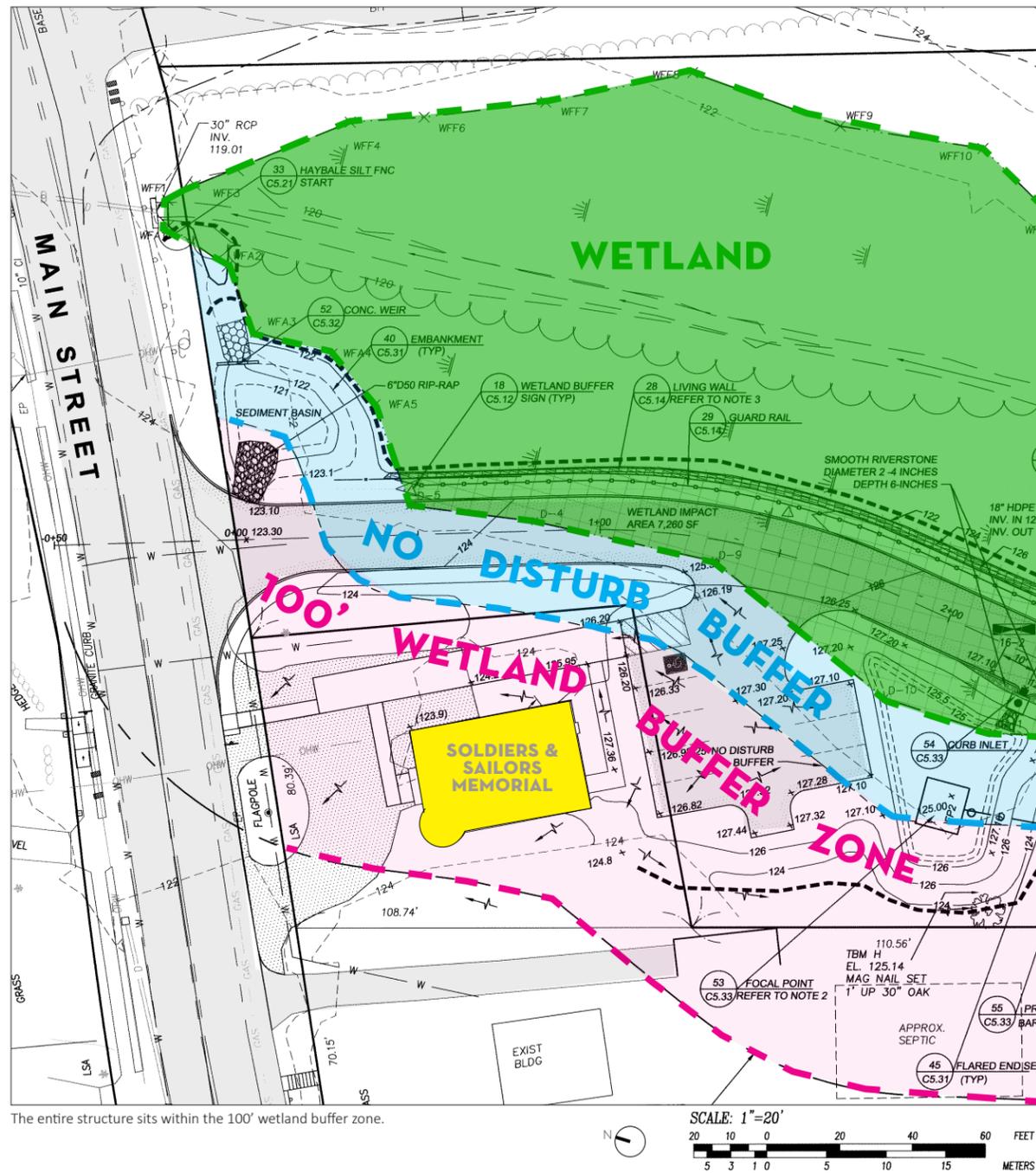
Thanks,
Angus

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

INDEX TO ATTACHMENTS

- A. Summary Slides with Project Budget. Sullivan, Spencer & Vogt. Updated Sept. 13, 2019.
- B. Architectural and Engineering Plans
 - a. Sheet A101, Floor Plans, Soldiers & Sailors Memorial. Sullivan, Spencer & Vogt, August 2019.
 - b. Sheet A201, Exterior Elevations, Soldiers & Sailors Memorial. Sullivan, Spencer & Vogt, August 2019.
 - c. Sheet S-1, Basement Plan, Soldiers & Sailors Memorial. Structures North Consulting Engineers, Inc. (Structures North) Sept. 13, 2019.
 - d. Sheet S-2, First Floor Framing Plan, Soldiers & Sailors Memorial. Structures North. Sept. 13, 2019.
 - e. Sheet S-3, Second Floor Framing Plan, Soldiers & Sailors Memorial. Structures North. Sept. 13, 2019.
 - f. Sheet S-4, Roof & Attic Framing Plan, Soldiers & Sailors Memorial. Structures North. Sept. 13, 2019.
 - g. Sheet S-5, Elevations, Soldiers & Sailors Memorial. Structures North. Sept. 13, 2019.
 - h. Sheet S-6, Sections, Soldiers & Sailors Memorial. Structures North. Sept. 13, 2019.
 - i. Sheet S-7, Sections, Soldiers & Sailors Memorial. Structures North. Sept. 13, 2019.
 - j. Sheet S-8, Sections, Soldiers & Sailors Memorial. Structures North. Sept. 13, 2019.
 - k. Site and Grading Plan. GM2 Cammett Engineering, September 12, 2019.
- C. Studies
 - a. Systems Narrative, Soldiers & Sailors Building. Wozny/Barbar & Associates, Inc. Sept. 5, 2019.
 - b. Limited Hazardous Building Materials Inspection Report, Soldiers & Sailors Memorial Building. Fuss & O'Neill. September 2019.
- D. Operations & Maintenance
 - a. Carr Post – Estimated Operating and Maintenance Cost for New Facility. Wayne Amaral, DPW Director, Sept. 13, 2019.
 - b. Carr Post Tight Tank Estimate. Paul Sevigny, Health Agent, Sept. 12, 2019.
 - c. Memo RE: The American Legion (Carr Post). Paul Sevigny, Health Agent, June 6, 2019.
- E. Budget and Finance
 - a. Budget
 - b. Memo RE: Review of Soldiers & Sailors Memorial (Carr Post) financing options. Angus Jennings, Town Manager, Sept. 13, 2019.
 - c. Amortization Tables and Illustrative Debt Service, CPA financing. Prepared by Hilltop Securities, Sept. 10, 2019.
- F. Public Process Documentation
- G. Certificate of designation on National Register of Historic Places. Massachusetts Historical Commission, August 22, 2016. Site Control
 - a. Property Record Card and Assessors Map
 - b. Quitclaim Deed, Oct. 28, 2015
 - c. Recorded Easement Deed, Drakes Landing, April 2018
 - d. Certification of Town Meeting Vote to accept easement, October 2018

D. Studies



The entire structure sits within the 100' wetland buffer zone.

REGULATORY ANALYSIS

ZONING CODE SUMMARY

The Soldiers & Sailors Memorial is a municipal building and use, which is permitted in all districts in West Newbury.

The building is located in the following zoning district:

Residence C (RES C)

The RES C District is intended as a primarily residential area. The regulations for building height, lot coverage, and setbacks in the RES C district are established for residences, but required setbacks would probably apply for any additions to the structure. The minimum lot area is 20,000 SF. The maximum lot coverage by all buildings is 35%. The minimum depth of front yard is 40 feet, the minimum depth of rear and side yards is 20 feet. The maximum height of buildings is 35 feet. The building appears to be in conformity with these dimensional requirements.

The building is not in a Groundwater Protection Overlay District and is located in an area of Minimal Flood Hazard according to the NFIP flood insurance rate map 25009C0111F. However the building is within 100' of a wetland and therefore activity within the 100' buffer zone, which includes parts of the lot as well as the building, will be regulated by the Massachusetts Wetlands Protection Act. It is recommended to obtain a detailed wetlands survey in order to determine the exact locations of the 100' buffer zone demarcation line and its intersection with the property and building.

Changes to a non-conforming use or structure may be awarded by the Board of Appeals if it is determined that such changes would not be detrimental to the existing non-conforming use or the neighborhood. Any extension or structural change that increases an existing non-conformity or creates a new non-conformity requires the issuance of a variance.

Any planned additions to the building would need to conform to these zoning requirements.

BUILDING CODE SUMMARY

This section of the report briefly describes the applicability of the 9th edition of the Massachusetts State Building Code (2015 International Existing Building Code – with Massachusetts Amendments) and architectural access regulations (521 CMR Rules and Regulations of Massachusetts Architectural Access Board, or MAAB).

The purpose of the building code is to:

- Establish minimum requirements to safeguard public health, safety and welfare.
- Provide life safety from fire and other hazards to building occupants.
- Protect the building from loss or damage due to fire or other environmental events.
- Provide safety to fire fighters and emergency responders during emergency operations.

In general, existing buildings are not retroactively required to conform to the current building code, except where existing health and safety conditions are considered hazardous by the local building official.

The International Building Code for new construction (IBC) would be referred to for any substantial renovation of the existing building, or if a new addition was contemplated. Existing buildings are governed by the International Existing Building Code (IEBC). Broadly speaking, buildings that are not being changed in use or occupancy may continue to be occupied and used in the manner they have been used historically. If significant reconfiguration of spaces is contemplated, the requirements for work in affected areas would be required to conform largely to the building code for new construction, although there is some latitude for existing or historic buildings. New building systems (mechanical, electrical, plumbing, fire protection, etc.), or upgrades to existing building systems, will need to conform to the building code for new construction in effect at the time of their installation.

The IEBC divides work on existing buildings into “Repairs” and “Alterations.” “Repairs” are considered in-kind replacements of existing materials and systems, and would be considered as guidelines for building maintenance. “Alterations” are categorized into three (3) levels depending upon the amount and scale of work involved.

Most recommendations for work to be undertaken at the Soldiers & Sailors Memorial would be considered **Alterations – Level 2**, i.e., reconfiguration of space.

Broadly speaking, buildings that are not being changed in use or occupancy may continue to be occupied and used in the manner they have been used historically.

If significant reconfiguration of spaces is contemplated, the requirements for work in affected areas would be required to conform largely to the building code for new construction, although there is some latitude for existing or historic buildings.

New building systems (mechanical, electrical, plumbing, fire protection, etc.), or upgrades to existing building systems, will need to conform to the building code for new construction in effect at the time of their installation.

The building currently has no automatic fire suppression system (sprinklers). Per Massachusetts amendment to the International Building Code (Table 903.2), alterations to buildings of more than 5,000 SF will require protection by an automatic sprinkler system. The existing square footage of the Soldiers & Sailors Memorial does not exceed 5,000 SF; however, a sprinkler system in an existing (and/or historic) building will typically allow more flexibility in how the various building code sections are interpreted.

We have summarized below what we believe are the most pertinent sections from the Code. We also recommend a consultation with the Town of West Newbury Inspectional Services Department to determine their disposition regarding required code improvements to any proposed space improvements on any of the two floors.

Applicable Codes & Standards (Model Code Basis)

International Existing Building Code (IEBC), Base Volume (2015 International Building Code with Massachusetts Amendments)

- Massachusetts State Building code (780 CMR), Ninth Edition, Base Volume (2015 International Building Code with Massachusetts amendments)
- International Energy Conservation Code, 2012 Edition (IECC)

- Massachusetts Board of State Examiners of Plumbers and Gas Fitters Regulations (248 CMR)
- Massachusetts Comprehensive Fire Safety Code (527 CMR 1.00 – 2012 NFPA 1: Fire Code with amendments)
- Massachusetts Electrical Code (527 CMR 12.00 – 2014 NFPA 70: National Electrical Code with amendments)
- Massachusetts Architectural Access Board Regulations – MAAB - (521 CMR)
- Americans with Disabilities Act (ADA)

Rules and Regulations of the Massachusetts Architectural Access Board (MAAB)

Architectural access regulations in Massachusetts (521 CMR) are written to encourage making buildings and spaces barrier free to persons with physical or mental disabilities.

Note that this building is not retroactively required to outfit its facility for Universal Access. However, there are several “triggers” where work done will need to incorporate accessibility. Note that the guidelines below describe a minimum standard. Exceeding these requirements is at the discretion of the Town.

Generally speaking, all new work including construction, reconstruction, alterations, re-modeling, additions, and changes in use should conform to the access regulations. This means all additions, reconstruction, remodeling, and alterations or repairs to existing public buildings or facilities which require a building permit.

If the building permit value of the work being performed amounts to less than 30% of the assessed building value and less than \$100,000, only new work or renovated spaces would be required to comply. The Town of West Newbury tax assessment for fiscal year 2019 is \$325,500 (\$150,700 building; \$174,800 land), so the 30% threshold of the building only would be \$45,210.

If the work value is under 30% of the assessed building value, but over \$100,000, the work must be made accessible and both an accessible entrance and rest room are required.

If the value of the work to be done is determined to be greater than 30% of the “full and fair cash value” of the building, which is \$45,210, then the entire facility would have to be made fully accessible. If spaces cannot be made accessible, a variance may be sought to allow their continued use by the public, or for exemption for certain uses. This process requires application for variance to the Massachusetts Architectural Access Board.

Whether performed alone or in combination with each other, the following types of alterations are not subject to 521 CMR 3.3.1 and do not count towards the 30% trigger. When performing exempted work, a memo stating the exempted work and its costs must be filed with the permit application or a separate building permit must be obtained. Exceptions not counting towards the 30% trigger are:

- Alteration work which is limited solely to electrical, mechanical, or plumbing systems, to abatement of hazardous materials, or to retrofit of automatic sprinklers, and does not involve the alteration of any elements or spaces required to be accessible under 521 CMR.

- Roof replacement or repair, window repair or replacement, repointing and masonry repair work.
- Work relating to septic system repairs, site utilities and landscaping.

However, if the above work alone or in concert with additional work exceeds the 30% trigger, then it is as if the work is not exempted. Note that the cost of work is tracked over a three year span, so phased projects may be cumulative.

CODE SUMMARY

The summary below identifies some basic information about the Soldiers & Sailors Memorial and how it relates to current building code requirements. The review should be used as a guide when contemplating building renovations.

A. Work Area and Classification of Work

1. It is important to note that the Soldiers & Sailors Memorial is individually listed on the National Historic Register. As such, exceptions to the building code for existing construction, described in IEBC, 2009 ed., ch. 12 “Historic Buildings” may apply to the present uses and characteristics of the building.
2. This code summary is based on the Work Area Method. The renovation in the existing building will be classified as Level 1 Alterations. The work of this project must comply with Chapters 6-8 of the IEBC.
3. Structural upgrades will take place at the basement foundation walls to ensure waterproofing.
4. Structural upgrades will take place at the basement floor to install a moisture barrier and slab to ensure waterproofing
5. Structural and framing upgrades will take place at floor 1 to increase loading capacity.
6. Spatial reconfiguration of the building will be undertaken at floor 1, where new occupiable spaces will be created.
7. Spatial reconfiguration of the building will be undertaken to include a lift serving all floors.
8. Spatial reconfiguration of the building will be undertaken to optimize the use of space in the currently existing building.
9. Additions may be added to the existing structure to accommodate new program elements including vertical lift or accessible bathrooms.
10. Hazardous materials abatement will be performed throughout.
11. Summary of interior square footage at each floor:
 - a. Floor 1 = 1,237 NSF +/- existing
 - b. Additions at Floor 1 = TBD NSF +/-
 - c. Floor 2 = 1,237 NSF +/- existing
 - d. Additions at Floor 2 = TBD NSF +/-
 - e. Existing SUBTOTAL NSF = 2,474 NSF +/-
 - f. Additions SUBTOTAL NSF = TBD NSF +/-
 - g. TOTAL = TBD NSF +/-

B. Occupancy Classification

1. (Existing): Present uses and functions most closely resemble a Group A-3 –

Assembly Use.

2. (Proposed):

- a. Floor one will be classified as Group A-3 – Assembly Use.
- b. Floor 2 will be classified as Group B – Business Use under exceptions in 2015 IBC 303.1 “Small Assembly Spaces.” This section of the code allows for Group B occupancy in a room or assembly space with an occupancy of less than 50 and accessory to another occupancy.

C. Minimum Construction Type: The Soldiers & Sailors Memorial most closely resembles Construction Classification IIIB (ISO 2), a combination of building construction comprised of exterior walls of masonry or concrete and roof/floors of combustible material with no fire rating.

D. Fire Resistance Ratings:

1. The existing building has no fire suppression system.
2. Building Element (Table 601, Fire-Resistance rating Requirements):
 - a. Primary Structural Frame: 0-hr. rating
 - b. Bearing Walls, Exterior: 2-hr. rating
 - c. Bearing Walls, Interior: 0-hr. rating
 - d. Non-bearing Walls & Partitions, Exterior: 0-hr. rating
 - e. Non-bearing Walls & Partitions, Interior: 0-hr. rating
 - f. Floor Construction & Secondary Members: 0-hr. rating
 - g. Roof Construction & Secondary Members: 0-hr. rating

E. Interior Finishes:

1. Interior Walls & Ceilings (IBC Table 803.11), Group B (For new construction)
 - a. Exit Enclosures & Passageways: Class B
 - b. Corridors, Use Group B: Class C
 - c. Rooms & Enclosed Spaces, Use Group A-3: Class C

F. Means of Egress: 2015 IBC 1006 “Number of Exits and Exit access Doorways” governs the required number of means of egress. Table 1006.2.1 provides for spaces with one exit so long as the maximum occupancy and maximum length of egress path are not exceeded. Table 1006.3.2(2) regulates occupancy for second-floor spaces with only one exit.

1. Floor 1 is served by two means of egress.
2. Floor 2 will be served by a single means of egress. Table 1006.2.2(2) allows a maximum occupancy of 29 in a second-floor Group B space where the maximum path of egress is less than 75 feet in length. Table 1004.1.2 allows a maximum occupancy of 100 GSF per person in a Group B space. Floor 2 workspace is approximately 845 SF, yielding a maximum occupancy of 8, which does not exceed the stipulations in Table 1006.2.2(2).

G. Massachusetts Plumbing Code: Plumbing fixture count is determined by the occupancy count for each use group. The occupancy count is first determined by MSBC Table 1004.1.2, and then the number of toilets per occupancy count is determined by 248 CMR 10.10 Table 1.

1. Proposed Occupancy Count: (MSBC Table 1004.1.2 Max. Floor Area Allowances and Section 1004.4):



- a. The proposed occupancy for Assembly Use on Floor 1 will be greater than the proposed occupancy count for Business Use on Floor 2, so the Assembly Use will be used for determining occupancy. The current Massachusetts State Building Code calculates occupancy for Assembly use (without fixed seats – concentrated chairs only, not fixed) at 7 NSF per occupant. Occupancy for Business is at 100 GSF per occupant.
- b. The public seating areas of the Soldiers & Sailors Memorial are approximately 626 NSF on Floor 1. Floor 1 could support a maximum of 89 occupants using unconcentrated tables and chairs. Floor 2 is a Group B space with maximum occupancy of 8. This yields a theoretical total occupancy for the building of 97 persons. The working assumption is that business and assembly uses will not occur simultaneously, but even with the total theoretical occupancy the plumbing counts remain the same.

2. Proposed Plumbing Fixture Count (248 CMR 10.10 Table 1):

Proposed Population:	97 persons
50% Female:	49 Female
50% Male:	48 Male
Fixture Calculations based on Assembly Use:	
Toilets Required, Female @ 1 per 50:	1 required
<i>Toilets Provided, Female:</i>	1
Toilets Required, Male @ 1 per 100:	1 required
<i>Toilets/Urinals Provided, Male:</i>	1
Lavatories Required, M / F @ 1 per 200:	1 per gender
<i>Lavatories Provided, Female:</i>	1
<i>Lavatories Provided, Male:</i>	1

F. Operations & Maintenance



Town of West Newbury

381 Main Street

West Newbury, Massachusetts 01985

Wayne S. Amaral, Director of Public Works

978-363-1100, Ext. 120

DPWDirector@wnewbury.org

Memorandum

TO: Angus Jennings, Town Manager
FROM: Wayne S. Amaral, DPW Director
DATE: September 13, 2019
RE: Carr Post – Estimated Operating and Maintenance Cost for New Facility

In response to your request, I have attempted to estimate the yearly operating and maintenance cost for the proposed renovated Carr Post Facility. There are still some unknowns which I have estimated and noted with an underline. These numbers however will offer some guidance for future cost.

Estimated Year Cost

1. ELECTRICITY	\$ 2,100.
2. ELEVATOR MAINTENANCE - service and inspections	\$ 1,800.
3. FIRE SYSTEM	\$ 350.
4. GENERAL MAINTENANCE	\$ 1,900.
5. HVAC – Heating and cooling (gas or electric)	\$ 4,800.
6. HVAC – Maintenance to system	\$ 1,800.
7. <u>INSURANCE</u>	\$ 3,500 **
8. PEST CONTROLS	\$ 300.
9. SEPTIC MAINTENANCE (dependent on amount of use)	\$ 1,000.
10. SEPTIC CLEANOUT	\$ 750.
11. WATER	\$ 500.

Please keep in mind that these costs are for the first 3-5 years. Cost will increase due to inflation and as the systems age, especially for the elevator, HVAC system and general facility maintenance.

As a result of this analysis, if the Carr Post Facility Project is to proceed, the DPW will submit a future request to increase the Town Building Operating Expenses budget by \$15,300 to cover the above additional expenses that will be occurred with this new facility. This request does not include the insurance which is funded from another town budget line.

*** Note: Town Manager conferred with insurance provider regarding estimated insurance costs. Proposed improvements are projected to yield a \$900 annual savings in insurance costs, if the restored building is occupied on a regular basis. At present, Town funds a separate policy for the building (\$2,400/year) because MIIA doesn't cover empty buildings. An occupied building would be brought under Town's overall Property/Casualty coverage at an estimated annual cost of \$1,500.*

Angus Jennings, Town Manager, 9/13/19

Carr Post Tight Tank Estimate

Engineering = **\$3,500**

3,500 gallon tight tank with alarm float, risers, building sewer, etc.= **\$8,250**

Labor = **\$4,000**

Total = \$15,750

(Does not include any interior plumbing alteration, paving, or landscaping)

Tank would need to be pumped as needed, when alarm float is activated. **Cost = \$300 to \$500 per 2,500 gallon (commercial rate.)**

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

September 12, 2019

Memo

To: Angus Jennings, Town Manager

From: Paul Sevigny, Health Agent

Date: 6/6/19

RE: The American Legion (Carr Post)

Dear Angus,

Based on the assessor's information, the Legion was built around 1900. The current age, size and condition of the septic system is unknown. When the Town acquired the building it was assumed / recognized that a new system would need to be installed prior to the building being re-occupied.

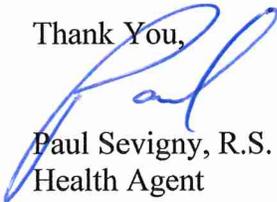
A system installed under a repair/replacement situation would only be allowed for the flow (gallons per day) that the current system was designed for. Based on the size of the parcel and soils data from neighboring properties, more than likely the only option would be that of a tight tank. If the design flow of the Carr Post was to increase due to renovations, then new construction standards would need to be met. This would include a full compliant primary septic system as well a future reserve area.

There has been some discussion of possibly utilizing a rear portion of the property located at 347 Main Street (Map R-10, Lot 370). Official soil testing was conducted on a portion of this property in May of 2007. There were several areas where ledge was encountered close to the surface, thus unsuitable for a septic system. The average water table in the area was 24" below the surface with a percolation rate of 20-35 min/in. The area is located in a wooded strip between the property owner's vegetable gardens and Daley Drive.

There is potential to use some of this area for a disposal system to handle the increase in design flow, if any, from future Carr Post renovations. Due to the natural geological condition of the soil, additional soil testing would be needed to verify the gallons per day flow this property could handle.

I hope this information is helpfully. I would be happy to meet with you or the Selectmen to discuss further.

Thank You,

A handwritten signature in blue ink, appearing to read "Paul", is written over the typed name "Paul Sevigny, R.S.".

Paul Sevigny, R.S.
Health Agent



TOWN OF WEST NEWBURY
APPLICATION FOR
ADMINISTRATIVE FUNDS
COMMUNITY PRESERVATION COMMITTEE

Applicants should file eight (8) copies of the completed Application and all accompanying documents, including an Application for Project Eligibility, with the Community Preservation Committee, Town Office Building, 385 Main Street, West Newbury MA 01985, and an electronic copy to cpc@wnewbury.org.

PROJECT NAME: Soldiers & Sailors Memorial Building Restoration

PROJECT ADDRESS: 363 Main St.

MAP/LOT: R10-340

APPLICANT NAME: Select Board
(Group or Committee Affiliation)

CONTACT PERSON: Angus Jennings, Town Manager

TELEPHONE: 978-363-1100 ext. 111

ADDRESS: 381 Main St.
West Newbury MA 01985

EMAIL: townmanager@wnewbury.org

COMMUNITY PRESERVATION CATEGORY:

(Please check all that apply)

- Community Housing**
- Historic Preservation**
 - Eligible/On State Registry**
 - Designated by Historic Commission**
- Open Space & Recreation**

REQUIRED NARRATIVE: PLEASE PROVIDE A NARRATIVE ON A SEPARATE SHEET WHICH ADDRESSES THE FOLLOWING REQUIREMENTS

PROJECT SUMMARY: Provide a description of the Project, including the property involved and its proposed use.

PUBLIC BENEFIT: Describe the benefits West Newbury will receive from the Project and how the Project fulfills the Community Preservation Committee’s Project Evaluation Criteria.

CONTROL OF SITE: Indicate whether the applicant owns or has a purchase agreement for the Project site. If the property is under agreement, include a description of the agreement and the timing and conditions. If the applicant does not have site control, explain.

SUPPORT: Have the appropriate Town Boards and Commissions expressed support and/or approved the project? What is the nature and level of community support for this project?

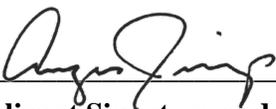
A. Amount of Community Preservation Administrative Funds Requested:

\$ 10,100

B. Other Sources of Funding Available: If funding from other sources may be available for the Project, please complete the following table:

SOURCE OF FUNDING	AMOUNT REQUESTED	STATUS (COMMITTED Y/N IF NOT-WHEN)	CONTINGENT ON CP FUNDS (Y/N)

YOU MAY BE REQUESTED TO PROVIDE ADDITIONAL INFORMATION.


 _____ 12/13/2021
 Applicant Signature and Date

For questions contact: cpc@wnewbury.org
 (978) 363-1100 X131

SUBMISSION OF AN APPLICATION DOES NOT CONSTITUTE ACCEPTANCE OF A PROJECT

PROJECT SUMMARY

Background

This application follows on the active CPA-funded project “Preservation and Restoration of the Soldiers & Sailors Memorial Building (Carr Post),” which was approved by voters at a Special Town Meeting in November, 2019. Regular updates regarding that process have been provided at prior meetings of the CPC and the Select Board, and more broadly through the Town’s website/News & Announcements. In summary, that prior funding supported the preparation of detailed architectural and engineering plans, project permitting, and an RFP/bid process in the summer of 2021. Unfortunately, the two bids received (in the amounts of \$2,109,600 and \$2,251,800) were well above the available budget. With this present proposal to the CPA to consider expending CPA Administrative Funds, the Select Board is seeking an alternative to rehabilitation of the building by the Town.

Project Objectives

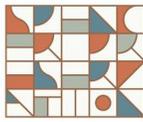
This proposal is submitted to the CPC with a request for funding to examine alternative forms of preservation for the Soldiers and Sailors Memorial Building. Due to the construction costs currently associated with the rehabilitation of the Building the Town of West Newbury is looking at the viability of alternatives previously proposed by Lynne Spencer of Spencer Preservation Group. The approaches under consideration are presented in the enclosed memo (dated August 30, 2020) as proposal #3 (sale of the property with an enforceable preservation restriction/rehabilitation plan) and proposal #4 (long term lease of the building with a preservation restriction/rehabilitation plan). The present proposal, detailed in the enclosed scope/budget dated December 5, would allow for continuing support by the project architects in the interest of bringing one of these proposals (sale, or lease, to a third party) to a spring 2022 Town Meeting.

Budget and Timeline

Spencer Preservation Group has presented a proposal with estimated costs not to exceed \$10,100, this includes costs for hourly services and reimbursement for travel and printing.

At its meeting on December 6, 2021, the Select Board voted 3-0 to support the preparation and submittal of a proposal to the CPC to consider a request to allocate CPA Administrative Funds toward the work in the December 5th proposal.

If authorized, all materials and information would be completed and ready in time for Annual Town meeting expected in late April – early May.



Spencer Preservation
Group
PRESERVATION ARCHITECTS

5 December 2021

Angus Jennings
Town Manager
Town of West Newbury
West Newbury, MA

Dear Angus:

We appreciate the interest in pursuing alternative forms of preservation for the Soldiers & Sailors Memorial Building. In these troubling times, construction costs have been challenging at best. By considering alternative preservation as outlined in my memo dated August 30, 2021, there may be ways of preserving the building while relieving the Town of its care and maintenance. The basis of the proposal for services are the analysis of options 3 and 4 from that memorandum.

Project Approach:

The scope of work for our services will include:

Part A Discovery

- Review of the zoning issues with Sam Joslin, Building Inspector, with consultation by KP Law. At present the zoning is limited to single family and municipal uses. A possible consideration is MGL Chapter 40A, Section 3 as it pertains to uses. Under the current zoning, the property may be considered non-conforming as the use of the building has been discontinued for more than two years.
- Consider the potential of a change of zoning in consultation with the Select Board (SB) and town officials.
- Review of the sanitary system options with Paul Seigny, Board of Health, and Dennis Hamel, GM2 Cammett Engineering. Upon direction by the town, through its Select Board, this may consider the feasibility of the septic system with leaching field on adjoining property per prior discussions with the property owner. This would involve an easement and consultation with KP Law.
- Review of the current site plans with the recent implementation work by Cottage Advisors per the agreement with the Town.
- Review of the site plans with neighboring property owners.
- Consult with DCR Cultural Resources, Historic Curatorship Program as a model for public-private partnerships.
- Based on these factors, prepare briefing for Town Manager and Select Board (SB) and meet to review status.

Part B Preservation Plan

- Prepare draft of preservation guidelines which can be part of the basis of the preservation restriction.
- Develop scope and cost for stabilization and building preservation for non-municipal rehabilitation.

- Consult with North Shore real estate professionals involved with experience with unusual commercial transactions on the feasibility and marketability of this property.
- Evaluate the feasibility of lease vs sale in consultation with town officials, SB, and Shirin Everett, KP Law.
- Consultative meetings virtually (zoom or alternative) with the West Newbury Historical Commission, Zoning Board of Appeals, Planning Board, Conservation Commission regarding any/all applicable regulatory requirements.
- Based on these factors, prepare briefing for Town Manager and Select Board (SB) and meet to review status.
- Prepare briefing suitable for Town website.

Part C Town Meeting

- Based on preferred alternative: (sale vs lease), draft Request for Proposals in consultation with KP Law.
- Prepare briefing graphic for Town Meeting attendees.
- Attend Town Meeting to respond to questions.

Scope of Services and Fees:

We propose billing hourly for services, with the estimated cost not to exceed \$9,800. Also budget \$300 reimbursable expenses for travel and printing.

Schedule:

Upon authorization, we will proceed immediately with the Town Meeting schedule in mind for late April-early May depending on location.

In conclusion:

We welcome your comments and questions. If this proposal is acceptable, it can serve as attachment to Town of West Newbury Letter of Agreement.

We appreciate this effort to preserve the Soldiers & Sailors Memorial Building.

Yours truly,



Lynne Spencer
Principal, Preservation






August 30, 2021

***Soldiers & Sailors Memorial Hall
381 Main Street
West Newbury, Massachusetts***

This is a brief report on the bidding status for Soldier & Sailors Memorial Hall (otherwise known as the Carr Post) and summarizes the presentation to the Board of Selectmen on August 30. The challenges demonstrated by the recent bidding process for the comprehensive rehabilitation of the Solders & Sailors Memorial are real. Hard to believe that this relatively small building, 2400 sf on two floors, could come in with just two bids for \$2,109,600 and \$2,251,800.

It is useful to note that the cost estimates prepared in 2019 were derived from two sources: a respected general contractor who provided estimates based on outline plans and specifications, and estimates for infrastructure based on comparable public projects in 2019. We have had good experience with this approach and were reasonably confident in the cost estimates provided to the Town in 2019. Sadly, the complications of the past two years have had serious effects.

We see this as a combination of factors: COVID related expenses, tariffs affecting imported materials and equipment, labor shortages, over-stretched and super-heated construction market, and the complicating features of Chapter 149 public procurement for the Commonwealth of Mass. This requires what is known as filed sub-bidding in several categories in advance of the general bids, with the presumptions that the general bidder will pick up the lowest qualified price in the sub-bid category, oftentimes being engaged with a subcontractor unknown to the general contractor, and as often adding more costs of administration and management by the general contractor. In the case of this project – masonry, roofing, painting, mechanical, electrical, and plumbing were all estimated at above the threshold of \$25,000, triggering the requirement to secure filed sub-bids. Only two general bidders submitted, which suggests a concern about the size and type of this project: a small building with many moving parts when it comes to the construction.

The question is what are the alternatives to seeking another budget appropriation from the Town Meeting. Understanding that the bonding terms constrain investing public monies in a building that could then be sold or leased with preservation restrictions, what follows are other concepts to consider for preservation of this historic building. It is good to be reminded that the 2019 special town meeting was about a ‘fish or cut bait’ scenario. The town had already invested in structural and envelope stabilization in 2015 to buy time.

A question: what is the role of the Town in its future? Bottom line: preserving this historic building, listed on the National Register of Historic Places, is a critical element in the cultural landscape of West Newbury. It is building that began its life a memorial to the Civil War, served various civic and community functions, and deserves to be preserved for another hundred years.

1. Mothball for now and bid in the future:

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

Complicating factors:

- Uncertain economy, a gamble in a what is now a volatile construction market.

- Unclear about the use of the S & S Memorial by the Town.

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

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

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

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

Complicating factors:

- Need to fund by means other than borrowing.
- More town administration on an already burdened team.

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

www.historicnewengland.org/for-homeowners-communities

Complicating factors:

- Participation of experienced entity to draft the preservation restriction/rehabilitation plan and then enforce its through construction.
- Town Meeting approval to sell the building and administration of a public offering per municipal requirements.
- Willing and competent buyer.
- Private use of the property for anything other than residential would likely require a zoning change.

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

www.mass.gov/info-details/historic-curatorship-program

Complicating factors:

- Participation of experienced entity to draft the preservation restriction/rehabilitation plan and then enforce it through construction.
- Town approval to lease to the buyer and administration of a public offering per municipal requirements.
- Willing and competent lessee.

- Costs of rehabilitation may not factor readily with the value of the lease term. On other words, some up-front investment in preservation repairs may enhance the viability of the lease.
- More town administration on an already burdened team.

Prepare by Lynne Spencer, Principal, Historic Preservation



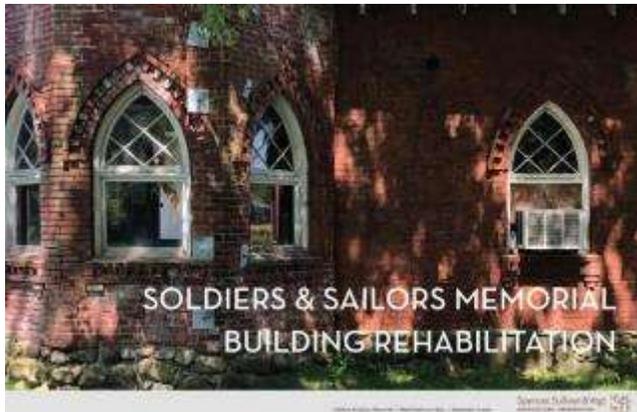
Town of West Newbury Massachusetts

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

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Public Meeting this coming Monday regarding Soldiers & Sailors Memorial Building (a/k/a "Carr Post")

Input invited from residents and all interested parties



Public Meeting regarding Soldiers & Sailors Memorial Building (a/k/a "Carr Post")

This coming **Monday, Oct. 25 at 7pm**, the Select Board is hosting a public meeting to discuss the Soldiers & Sailors Memorial Building located at 363 Main Street. All residents and interested parties are welcome, and encouraged to attend! The meeting will be held in-person, and will also provide for remote participation, with details included on the meeting agenda posted [here](#).

As you may know, in Fall 2019 Town Meeting voters appropriated Community Preservation Act (CPA) funds, and borrowing authority, to fund the restoration of this building which is listed on the National Register of Historic Places. (The original CPA funding application is online [here](#), with a supplemental narrative regarding project financing online [here](#)).

Since that time, following a lengthy procurement, contracting, design, engineering and permitting process, the restoration project was put out to bid for construction this summer.

Unfortunately, the two bids received – one for \$2,109,600 and the other for \$2,251,800 – were both well in excess of the roughly \$1.2M construction budget. Therefore, no contract was awarded.

The Town is faced with a series of decisions regarding the future of this Town-owned building, which has been vacant for several years, and is in deteriorating condition.

Many comments and recommendations have been received, and are included below. This includes a memo from the Town's architectural consultant, Lynne Spencer of Spencer, Sullivan & Vogt, which is posted [here](#).

Do you agree or disagree with recommendations the Board has received? Do you have other ideas or suggestions you'd like the Board to consider?

It is very likely that, one way or another, the Soldiers & Sailors Memorial Building will be the subject of one or more Town Meeting articles in the spring of 2022. The Board is seeking broad input from all interested residents and others, to ensure that whatever direction the Board considers is informed by as much citizen input as possible.

If you have comments you'd like the Board to consider, or questions you'd like answered, you may present them at the meeting, you can email them to selectboard@wnewbury.org, or you can call or email Town Manager Angus Jennings (978-363-1100 x115 or townmanager@wnewbury.org).

The following illustrates several written comments and suggestions have been received in the past couple of months, since it was reported that the construction bids came in well above budget:

Resident comment, Sept. 2: 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. [Note: the FinCom recommendations referenced in this resident comment are online [here](#) (pp 21-23) and [here](#) (pp. 4-5).]

Resident comment, Sept. 6: 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.

Resident comment, Sept. 12: 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.

Resident comment, Sept. 23: I have been a west Newbury resident for almost 30 years. the soldiers hall has always been a building that no one ever quite knew what to make of it. It seems like nothing has changed, to now spend an additional \$2M on a project that no one will use is not fiscally responsible. To honor our veterans the money would be better spent on affordable housing or support resources. \$2M in a town with 1200 houses is alot of money per household

Resident comment, Oct. 15: I respectfully submit an idea to honor all of West Newbury's veterans instead of restoring the Soldiers and Sailors Memorial for which no designated purpose has been found. I think the town of Falmouth, MA has done a great job honoring its veterans, see pictures provided below and the few I attached. [Note: photos attached to resident's email are posted [here](#)]. A memorial park was built which includes two beautiful monuments to memorialize the town's vets, yet also provides its' citizens with a lovely park in which to reflect upon and honor its beloved veterans. There is a "Memorial Lane" one can walk and read the names of Falmouth veterans marked by bronze plaques and a flag. In West Newbury, likely one monument could be erected, trees planted, benches provided etc. for our townspeople to come and visit, perhaps read from a

book just taken out of the library. Signage can be utilized, similar to that along the Whittier Bridge Rail Trail, to provide the history of the Soldiers and Sailors Memorial, artifacts/architecture from the memorial could perhaps be implemented into the design of a memorial park. My father, many uncles and my brother were all in the armed forces. I have great respect for them and anyone who chooses to serve our country. I would never want to disrespect any veteran and yet I cannot in good conscience continue to support a very expensive project whose purpose is not in any way clearly defined. Preserving an old building is admirable but the cost to do so is extremely prohibitive. I believe the land can be used in such a way as to honor all of our veterans, preserve history and provide our community with a memorial park that can benefit all of us.

Comments above represent a subset of opinions in the community. Please make your voice heard on this important set of issues!

Source URL: <https://www.wnewbury.org/home/news/public-meeting-coming-monday-regarding-soldiers-sailors-memorial-building-aka-%E2%80%9Ccarr-post%E2%80%9D>



West Newbury Wild and Native
wnwildnative.org
wnwildnative@gmail.com

Dr. Justin Bartholomew, District Superintendent
Pentucket Regional School District
22 Main Street
West Newbury, Massachusetts 01985

December 14, 2021

Dear Dr. Bartholomew,

Thank you for the follow-up on our November 15, 2021 letter concerning the list of trees, shrubs, and perennial plants chosen to be planted at our new Pentucket Regional Middle-High School. We appreciate the importance of keeping the project on schedule and within budget, but hope there is still opportunity to make changes to the existing planting list. This project will have long-term impacts and any changes that substitute native species (those plants that were here pre-colonization in the Northeast) for cultivars and exotics will have long-lasting benefits.

The Brown Sardina, Inc. tree plant list specifies 47% cultivars of native species and 39% native species. We understand the native trees may not be available in the specified 3-3.5" caliper size, but urge the building committee to consider the advantages of planting smaller specimens of native trees and shrubs. Smaller native specimens will not only result in a cost savings, but result in stronger and more resilient plants that require less watering and fertilizing.

We now recognize that our gardens and our larger community plantings are connected to both the regional and larger global ecosystem. These decisions have a real impact on the natural world. While cultivars offer some desirable, aesthetic traits such as smaller size,

color, or growth form, these alterations can render the plant unpalatable to pollinators and other wildlife.

The most problematic aspect of the plant list are those considered invasive on the US Invasive Plant Atlas. These invasive species are likely to escape and cause ecological harm to adjacent natural habitats, and should not be part of the school landscape. These include:

**Vinca minor* and **Pachysandra terminalis*, are both aggressive ground covers native to Asia that easily spread into forests. The school has opportunity to showcase some native groundcovers, including wild strawberry (*Fragaria virginiana*), ferns (*Gymnocarpium dryopteris* and *Parathelypteris noveboracensis*), violets, bearberry (*Arctostaphylos uva-ursi*), and Canadian mayflower (*Maianthemum canadense*).

**Spirea japonica* - invades a variety of habitats

**Pennisetum alopecuroides* - Due to its wind-blown seeds, it readily escapes cultivation and has become a weed problem in natural habitats in the Mid-Atlantic Region. Several native alternatives include: Pink hair grass (*Muhlenbergia capillaries*) and little bluestem (*Schizachyrium scoparium*)

**Taxus media* - is a hybrid between the English yew and the Japanese yew, *Taxus cuspidata*, which is on the US Invasive Plant Atlas. Although this hybrid, *Taxus media*, is not now designated as invasive, consider the Bradford Pear. Brought from Asia in the 1960's and developed as a sterile cultivar, it eventually found a way to reproduce and is now considered highly invasive.

**Prunus sp.* such as the Columnar Sargent Cherry and Akebone Yoshino Cherry - there are currently 12 *Prunus sp.* on the US Invasive Plant Atlas and we suspect only a matter of time before more of these Asian non-natives are added.

**Hydrangea macrophylla* - though not considered invasive, this native of Japan has sterile flowers and does not feed the bees. *Hydrangea arborescens*, native to most of eastern

North America provides value to butterflies and moths as well as beautiful flowers and would be a suitable substitute.

**Ginkgo biloba* - native to China, this slow growing conifer with an interesting leaf shape, provides no benefits to wildlife; with this large building footprint, many of our native tree species could be substituted and provide valuable ecological benefits.

**Zelkova serrata* ‘Musashino’ - this Asian native, related to the elm, is not invasive in MA yet, but southern and mid-western states are slowly adding it to their invasive list.

**Cercidiphyllum japonicum* - native to Asia, it provides no wildlife benefits unlike our native redbud tree, *Cercis canadensis* with the similarly shaped leaf.

West Newbury is defined by its open spaces, rural landscape, and boasts many intact natural plant communities. We are beginning to see the devastating effects of invasive plants in woodlands, fields and roadsides. Thus it behooves us not to plant exotic species that are already considered invasive in the US. By planting native species, we can help restore ecological integrity at the school campus and be part of reversing species loss in our region.

We unfortunately did not receive the list of plant species for the project until September. We are aware that our earnest request for changes to the plantings may come with potential costs, but these costs may be offset by purchasing smaller specimens. Such changes could have many long term benefits such as cost reduced maintenance, and value to teachers and students as an outdoor classroom.

We would be interested in learning more about the schedule and timeline of the landscaping project for the school. If we understand the characteristics Brown Sardina, Inc. are looking for in each planting, West Newbury Wild and Native can offer our assistance in researching native alternatives, source native plants, and seek additional funds, if needed. We appreciate your willingness to consider our request and quick response, and hope we can collaborate in the coming year to increase native plantings beyond what's already designed.

Sincerely,

West Newbury Wild and Native
(Steering Committee: Nancy Pau, Carol Decker, Patricia Reeser, Sue Stasiuk)

CC: Mr. Jonathan Seymour, High School Principal, Pentucket Regional School -
Seymour@prsd.org
Mr. Terrence Conant, Middle School Principal, Pentucket Regional School -
Conant@prsd.org
Dore and Whittier Architects - lpdore@doreandwhittier.com
William Brown, B + S Landscape Architecture - 24 Roland Street Boston, MA
02129-

Please forward

Pentucket Regional School Committee - prsdsc@prsd.org

West Newbury Select Board - selectboard@westnewbury.org

West Newbury Open Space Committee - wnopenspace@wnewbury.org

West Newbury Planning Board - lzamberardi@wnewbury.org

West Newbury Conservation Commission - conservation@wnewbury.org

Groveland Conservation Commission - Town Offices, 183 Main St. Groveland, MA
01834

Merrimac Conservation Commission - mgreene@townofmerrimac.com

West Newbury Garden Club - mrcwebmaster@comcast.net

West Newbury Tree Committee - treecommittee@wnewbury.org

West Newbury Climate Change Resiliency Committee - calladug@verizon.net

Merrimac Open Space Committee - openspace@townofmerrimac.com

Groveland Open Space Committee - openspace@grovelandma.com

Town Manager

From: DPW Admin
Sent: Tuesday, December 14, 2021 5:23 PM
To: DPW Director
Cc: Rick Parker; Town Manager
Subject: RE: EV Parking Spaces - Town Offices
Attachments: NG Page School Chg Stat.pdf; NG Town Office Chg Stat.pdf

Please find the requested information below and scans of the bills attached –

Page School

Town of West Newbury
694 Main Street
Charging Station
West Newbury, MA 01985
National Grid Acct # 48995-63005

Town Office Building

Town of West Newbury
381 Main Street
West Newbury, MA 01985
National Grid Acct # 48419-45000

Respectfully,
Marie

From: DPW Director <dpwdirector@wnewbury.org>
Sent: Monday, December 13, 2021 7:35 AM
To: DPW Admin <DPWAdmin@wnewbury.org>
Cc: Rick Parker <rparker@wnewbury.org>; Town Manager <townmanager@wnewbury.org>
Subject: RE: EV Parking Spaces - Town Offices

Marie,
Can we get Rick copies of the EV station electric bills?

Thanks,
Wayne

From: Rick Parker <rparker@wnewbury.org>
Sent: Saturday, December 11, 2021 3:22 PM
To: DPW Director <dpwdirector@wnewbury.org>; Town Manager <townmanager@wnewbury.org>
Subject: RE: EV Parking Spaces - Town Offices

BTW, I'd like to receive a copy of the most recent month's National Grid electric bill for the EV charging station accounts at both the Town Office Building and Page School. Ideally, for filing purposes, each account's bill would be scanned and attached to a separate email with the description/location and NGrid account number in the Subject: line (e.g. "1910 Bldg. EV Charging Station, NGrid Acct. xxxxx-xxxxx").

Thx - rick

From: Rick Parker
Sent: Saturday, December 11, 2021 3:06 PM
To: DPW Director <dpwdirector@wnewbury.org>; Town Manager <townmanager@wnewbury.org>
Subject: RE: EV Parking Spaces - Town Offices

Management of charging station spaces availability for EV charging was discussed in the original consideration of the installations. The agreement was to not designate any spaces as “EV Charging Only” until non-availability became a problem; it sounds like we’re now at that point. My thoughts would be to designate as “EV Charging Only” the southernmost two charging spaces (i.e. farthest from the corner that sometimes is filled with plowed snow). Despite this having been discussed and generally agreed to earlier (verbally, in BoS meeting), we’ll include this as a brief item on the next SB OS meeting agenda. It’s an indication that the installations are becoming a success and every public mention will reinforce their existence and availability.

From: DPW Director <dpwdirector@wnewbury.org>
Sent: Friday, December 10, 2021 1:21 PM
To: Rick Parker <rparker@wnewbury.org>; Town Manager <townmanager@wnewbury.org>
Subject: EV Parking Spaces - Town Offices

Angus and Rick,

It seems the usage of our EV parking stations are growing and I have heard multiple complains that there are no spaces available for EV charging due to our non-EV vehicles parking in these spaces. When would it be a good time to at least sign two spaces for “EV Parking Only” Is this a SB discussion?
Are we really planning on enforcing this?

Thanks,
Wayne

Wayne S. Amaral
Director of Public Works / CPO
Tree Warden, MCPPO

Town of West Newbury
381 Main Street
West Newbury, MA 01985
(978) 363-1100 x120
dpwdirector@wnewbury.org

www.nationalgridus.com

CUSTOMER SERVICE
1-800-322-3223
CREDIT DEPARTMENT
1-888-211-1313

POWER OUTAGE OR DOWNED LINE
1-800-465-1212

CORRESPONDENCE ADDRESS

PO Box 960
Northborough, MA 01532-0960

ELECTRIC PAYMENT ADDRESS
PO BOX 371396
PITTSBURGH, PA 15250-7396

DATE BILL ISSUED
Oct 13, 2021

ACCOUNT BALANCE

Previous Balance	6.15
Payment Received <i>No payments have been received during this billing period</i>	- 0.00

Balance Forward	6.15
Current Charges	+ 50.27

Amount Due ▶ \$ 56.42

- **Payment concerns?** We are here to help. To learn about solutions to help you take control of your energy use and bills, visit www.ngrid.com/billhelp.
- **Go paperless!** Electronic billing and payments make managing your monthly bill easier. Save time, money, and natural resources www.ngrid.com/paperless.

DETAIL OF CURRENT CHARGES

Delivery Services

Type of Service	Current Reading	Previous Reading	= Difference	x Meter Multiplier	= Total Usage
Energy	311 <i>Estimate</i>	117 <i>Estimate</i>	194	1	194 kWh
Total Energy					194 kWh

METER NUMBER 57722066 NEXT SCHEDULED READ DATE ON OR ABOUT Nov 1

SERVICE PERIOD Aug 31 - Sep 30 NUMBER OF DAYS IN PERIOD 30

RATE General Service - Small C/I G-1 VOLTAGE DELIVERY LEVEL 0 - 2.2 kv

Customer Charge		10.00
Dist Chg	0.06936 x 194 kWh	13.44
Transition Charge	-0.00104 x 194 kWh	-0.20
Transmission Charge	0.03025 x 194 kWh	5.87
Energy Efficiency Chg	0.00938 x 194 kWh	1.82
Renewable Energy Chg	0.0005 x 194 kWh	0.10
Distributed Solar Charge	0.00271 x 194 kWh	0.53
Electric Vehicle Charge	0.00046 x 194 kWh	0.09
Total Delivery Services		\$ 31.65

Enrollment Information

To enroll with a supplier or change to another supplier, you will need the following information about your account:

Loadzone NEMA/BOST

Acct No: 48419-45000 Cycle: 3, TOWN

Electric Usage History

Month	kWh
May 21	48
Jun 21	16
Jul 21	22
Aug 21	00
Sep 21	31
Oct 21	194

Acct: 01-420-5415

Amount: \$ 50.27

Date: 10-25-21

Authorized Signature

KEEP THIS PORTION FOR YOUR RECORDS.

RETURN THIS PORTION WITH YOUR PAYMENT.

nationalgrid

ACCOUNT NUMBER

██████████ 45000

PLEASE PAY BY

Dec 7, 2021

AMOUNT DUE

~~\$ 56.42~~

\$ 50.27

PO Box 960
Northborough MA 01532

ENTER AMOUNT ENCLOSED

\$

1033103 01 AB 0.458 **AUTO T4 0 3202 01985-145099 -C03-P33136-112



TOWN OF WEST NEWBURY
381 MAIN ST,
CHARGING STATION
WEST NEWBURY MA 01985-1450

035730

NATIONAL GRID
PO BOX 371396
PITTSBURGH PA 15250-7396

*Write account number on check and make payable to National Grid
Please pay Gas & Electric bills separately*

000005027 48419450002000005642341

Choosing an Energy Supplier You can choose who supplies your energy. No matter which energy supplier you choose, National Grid will continue to deliver energy to you safely, efficiently and reliably. We will also continue to provide your customer service, including emergency response and storm restoration. National Grid is dedicated to creating an open energy market that lets you choose from a variety of competitive energy suppliers, who may offer different pricing options. For information on authorized energy suppliers and how to choose, please visit us online at ngrid.com/ma-energychoice

Supply Services

SUPPLIER National Grid

Basic Service Fixed	0.0844 x 194 kWh	16.37
Total Supply Services		\$ 16.37

Other Charges/Adjustments

Sales Tax	6.25 %	2.25
Total Other Charges/Adjustments		\$ 2.25



Explanation of General Billing Terms

KWH: Kilowatt-hour, a basic unit of electricity used.
Off-Peak: Period of time when the need or demand for electricity on the Company's system is low, such as late evenings, weekends and holidays.
Peak: Period of time when the need or demand for electricity on the Company's system is high, normally during the day, Monday through Friday, excluding holidays.
Estimated Bill: A bill calculated on your typical monthly usage rather than on an actual meter reading, usually rendered because we are unable to read your meter.
Meter Multiplier: A number by which the usage on certain meters must be multiplied by to obtain the total usage.
Demand Charge: The cost of providing electrical distribution equipment to accommodate your largest electrical load.
Supplier Service Charges Consist of:
Generation Charge: The charge(s) to provide electricity to the customer by a supplier.
Delivery Service Charges are comprised of:
Customer Charge: The cost of providing customer related services such as metering, meter reading and billing. These costs are unaffected by the actual

amount of electricity you use.
Distribution Charge: The cost of delivering electricity from the beginning of the Company's distribution system to your home or business.
Transition Charge: Company payments to its wholesale supplier for terminating its wholesale arrangements.
Transmission Charge: The cost of delivering electricity from the generation company to the beginning of the Company's distribution system.
Energy Efficiency Charge: The cost of energy efficiency program services offered by the Company.
Renewable Energy Charge: A charge to fund initiatives for renewable energy and fostering formation, growth, expansion and retention of renewable energy and related enterprises.
Distributed Solar Charge: Recovers the cost of the Massachusetts solar program, including payments to owners of solar systems.
Electric Vehicle Charge: Recovers the cost of the Electric Vehicle Program, including rebates for installation of EV charging infrastructure and for off peak charging.

Questions:
 If you have questions or complaints regarding this bill or National Grid's service quality, please contact Customer Service at 1-800-322-3223. You may also contact the Massachusetts Department of Public Utilities, Consumer Division at 617-737-2836 or toll free at 1-877-886-5066, TTY (for the hearing impaired only) 1-800-439-2370 or web site www.mass.gov/dpu.

SERVICE FOR
TOWN OF WEST NEWBURY
381 MAIN ST,
CHARGING STATION
WEST NEWBURY MA 01985

BILLING PERIOD
Jun 23, 2021 to Jul 23, 2021

ACCOUNT NUMBER [REDACTED]-45000 PLEASE PAY BY Sep 16, 2021 AMOUNT DUE \$ 27.86

www.nationalgridus.com

CUSTOMER SERVICE
1-800-322-3223
CREDIT DEPARTMENT
1-888-211-1313
POWER OUTAGE OR DOWNED LINE
1-800-465-1212
CORRESPONDENCE ADDRESS
PO Box 960
Northborough, MA 01532-0960
ELECTRIC PAYMENT ADDRESS
PO Box 11737
Newark, NJ 07101-4737
DATE BILL ISSUED
Jul 23, 2021

ACCOUNT BALANCE

Previous Balance	13.29
Payment Received <i>No payments have been received during this billing period</i>	- 0.00
Balance Forward	13.29
Current Charges	+ 14.57
Amount Due ▶ \$ 27.86	

- **Payment concerns?** We are here to help. To learn about solutions to help you take control of your energy use and bills, visit www.ngrid.com/billhelp.
- **Go paperless!** Electronic billing and payments make managing your monthly bill easier. Save time, money, and natural resources www.ngrid.com/paperless.

DETAIL OF CURRENT CHARGES

Delivery Services

Type of Service	Current Reading	Previous Reading	=	Difference	x	Meter Multiplier	=	Total Usage
Energy	86 <i>Actual</i>	64 <i>Actual</i>		22		1		22 kWh
Total Energy								22 kWh

METER NUMBER 57722066 NEXT SCHEDULED READ DATE ON OR ABOUT Aug 26

SERVICE PERIOD Jun 23 - Jul 23 NUMBER OF DAYS IN PERIOD 30

RATE General Service - Small C/I G-1 VOLTAGE DELIVERY LEVEL 0 - 2.2 kv

Customer Charge		10.00
Dist Chg	0.06933 x 22 kWh	1.53
Transition Charge	-0.00104 x 22 kWh	-0.02
Transmission Charge	0.03025 x 22 kWh	0.66
Energy Efficiency Chg	0.00938 x 22 kWh	0.21
Renewable Energy Chg	0.0005 x 22 kWh	0.01
Distributed Solar Charge	0.00256 x 22 kWh	0.06
Electric Vehicle Charge	0.00037365 x 22 kWh	0.01
Total Delivery Services		\$ 12.46

Enrollment Information

To enroll with a supplier or change to another supplier, you will need the following information about your account:
Loadzone NEMA/BOST
Acct No: 48419-45000 Cycle: 18, TOWN

Electric Usage History

Month	kWh
May 21	48
Jun 21	16
Jul 21	22

Acct: 01-420-5415

Amount: \$ 27.86

Date: 08-03-2021

Authorized Signature

KEEP THIS PORTION FOR YOUR RECORDS.

RETURN THIS PORTION WITH YOUR PAYMENT.

ACCOUNT NUMBER [REDACTED]-45000 PLEASE PAY BY Sep 16, 2021 AMOUNT DUE \$ 27.86

PO Box 960
Northborough MA 01532

ENTER AMOUNT ENCLOSED

\$

Write account number on check and make payable to National Grid
Please pay Gas & Electric bills separately

1049626 01 AB 0.425 **AUTO T5 0 3144 01985-145099 -C03-P49675-112



TOWN OF WEST NEWBURY
381 MAIN ST,
CHARGING STATION
WEST NEWBURY MA 01985-1450

051695

NATIONAL GRID
PO BOX 11737
NEWARK NJ 07101-4737

000001457 48419450009000002786259

Choosing an Energy Supplier You can choose who supplies your energy. No matter which energy supplier you choose, National Grid will continue to deliver energy to you safely, efficiently and reliably. We will also continue to provide your customer service, including emergency response and storm restoration. National Grid is dedicated to creating an open energy market that lets you choose from a variety of competitive energy suppliers, who may offer different pricing options. For information on authorized energy suppliers and how to choose, please visit us online at ngrid.com/ma-energychoice

Supply Services

SUPPLIER National Grid

Basic Service Fixed	0.08436 x 22 kWh	1.85
Total Supply Services		\$ 1.85

Other Charges/Adjustments

Sales Tax	6.25 %	0.26
Total Other Charges/Adjustments		\$ 0.26



Explanation of General Billing Terms

KWH: Kilowatt-hour, a basic unit of electricity used.

Off-Peak: Period of time when the need or demand for electricity on the Company's system is low, such as late evenings, weekends and holidays.

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Estimated Bill: A bill calculated on your typical monthly usage rather than on an actual meter reading, usually rendered because we are unable to read your meter.

Meter Multiplier: A number by which the usage on certain meters must be multiplied by to obtain the total usage.

Demand Charge: The cost of providing electrical distribution equipment to accommodate your largest electrical load.

Supplier Service Charges Consist of:

Generation Charge: The charge(s) to provide electricity to the customer by a supplier.

Delivery Service Charges are comprised of:

Customer Charge: The cost of providing customer related services such as metering, meter reading and billing. These costs are unaffected by the actual

amount of electricity you use.

Distribution Charge: The cost of delivering electricity from the beginning of the Company's distribution system to your home or business.

Transition Charge: Company payments to its wholesale supplier for terminating its wholesale arrangements.

Transmission Charge: The cost of delivering electricity from the generation company to the beginning of the Company's distribution system.

Energy Efficiency Charge: The cost of energy efficiency program services offered by the Company.

Renewable Energy Charge: A charge to fund initiatives for renewable energy and fostering formation, growth, expansion and retention of renewable energy and related enterprises.

Distributed Solar Charge: Recovers the cost of the Massachusetts solar program, including payments to owners of solar systems.

Electric Vehicle Charge: Recovers the cost of the Electric Vehicle Program, including rebates for installation of EV charging infrastructure and for off peak charging.

Questions:

If you have questions or complaints regarding this bill or National Grid's service quality, please contact Customer Service at 1-800-322-3223. You may also contact the Massachusetts Department of Public Utilities, Consumer Division at 617-737-2836 or toll free at 1-877-886-5066, TTY (for the hearing impaired only) 1-800-439-2370 or web site www.mass.gov/dpu.

SERVICE FOR
TOWN OF WEST NEWBURY
381 MAIN ST,
CHARGING STATION
WEST NEWBURY MA 01985

BILLING PERIOD
Jul 23, 2021 to Aug 31, 2021

ACCOUNT NUMBER **PLEASE PAY BY** **AMOUNT DUE**
██████████ 45000 Oct 28, 2021 **\$ 6.15**

www.nationalgridus.com

CUSTOMER SERVICE
1-800-322-3223
CREDIT DEPARTMENT
1-888-211-1313
POWER OUTAGE OR DOWNED LINE
1-800-465-1212
CORRESPONDENCE ADDRESS
PO Box 960
Northborough, MA 01532-0960
ELECTRIC PAYMENT ADDRESS
PO BOX 371396
PITTSBURGH, PA 15250-7396
DATE BILL ISSUED
Sep 3, 2021

ACCOUNT BALANCE

Previous Balance	14.57
Payment Received on AUG 24 (Check) <i>THANK YOU</i>	- 27.86
Balance Forward	-13.29
Current Charges	+ 19.44
Amount Due ▶	\$ 6.15

➤ Our payment remittance address is changing. To ensure that your payment is delivered to the correct address, please include the remittance slip on your bill with check payment in the enclosed envelope. Otherwise, please note that the new payment address is: P.O.Box 371396, Pittsburgh, PA 15250-7396

It's a great time to go paperless!

Visit ngrid.com/paperless for details.

➤ **Payment concerns?** We are here to help. To learn about solutions to help you take control of your energy use and bills, visit www.ngrid.com/billhelp.

Enrollment Information

To enroll with a supplier or change to another supplier, you will need the following information about your account:
Loadzone NEMA/BOST
Acct No: 48419-45000 Cycle: 3, TOWN

DETAIL OF CURRENT CHARGES

Delivery Services

Electric Usage History

Month	kWh
May 21	48
Jun 21	16
Jul 21	22
Aug 21	00
Sep 21	31

Type of Service	Current Reading	Previous Reading	Difference	Meter Multiplier	Total Usage
Energy	117 <i>Estimate</i>	86 <i>Actual</i>	31	1	31 kWh
Total Energy					31 kWh

METER NUMBER 57722066 NEXT SCHEDULED READ DATE ON OR ABOUT Oct 1
SERVICE PERIOD Jul 23 - Aug 31 NUMBER OF DAYS IN PERIOD 39
RATE General Service - Small C/I G-1 VOLTAGE DELIVERY LEVEL 0 2.2 kv

Acct: 01-420-5415
Amount: \$6.15
Date: 9-14-21
[Signature]
Authorized Signature

KEEP THIS PORTION FOR YOUR RECORDS.

RETURN THIS PORTION WITH YOUR PAYMENT.

ACCOUNT NUMBER **PLEASE PAY BY** **AMOUNT DUE**
██████████ 45000 Oct 28, 2021 **\$ 6.15**

PO Box 960
Northborough MA 01532

ENTER AMOUNT ENCLOSED

\$

1035956 01 AB 0.458 **AUTO T6 0 3174 01985-145099 -C03-P35991-11



TOWN OF WEST NEWBURY
381 MAIN ST,
CHARGING STATION
WEST NEWBURY MA 01985-1450

038303

NATIONAL GRID
PO BOX 371396
PITTSBURGH PA 15250-7396

Write account number on check and make payable to National Grid
Please pay Gas & Electric bills separately

Choosing an Energy Supplier You can choose who supplies your energy. No matter which energy supplier you choose, National Grid will continue to deliver energy to you safely, efficiently and reliably. We will also continue to provide your customer service, including emergency response and storm restoration. National Grid is dedicated to creating an open energy market that lets you choose from a variety of competitive energy suppliers, who may offer different pricing options. For information on authorized energy suppliers and how to choose, please visit us online at ngrid.com/ma-energychoice

Customer Charge			13.00
Dist Chg	0.06933	x 31 kWh	2.15
Transition Charge	-0.00104	x 31 kWh	-0.03
Transmission Charge	0.03025	x 31 kWh	0.94
Energy Efficiency Chg	0.00938	x 31 kWh	0.29
Renewable Energy Chg	0.0005	x 31 kWh	0.02
Distributed Solar Charge	0.00256	x 31 kWh	0.08
Electric Vehicle Charge	0.00046	x 31 kWh	0.01
Total Delivery Services			\$ 16.46



Supply Services

SUPPLIER National Grid

Basic Service Fixed	0.08436	x 31 kWh	2.62
Total Supply Services			\$ 2.62

Explanation of General Billing Terms

KWH: Kilowatt-hour, a basic unit of electricity used.
Off-Peak: Period of time when the need or demand for electricity on the Company's system is low, such as late evenings, weekends and holidays.
Peak: Period of time when the need or demand for electricity on the Company's system is high, normally during the day, Monday through Friday, excluding holidays.
Estimated Bill: A bill calculated on your typical monthly usage rather than on an actual meter reading, usually rendered because we are unable to read your meter.
Meter Multiplier: A number by which the usage on certain meters must be multiplied by to obtain the total usage.
Demand Charge: The cost of providing electrical distribution equipment to accommodate your largest electrical load.
Supplier Service Charges Consist of:
Generation Charge: The charge(s) to provide electricity to the customer by a supplier.
Delivery Service Charges are comprised of:
Customer Charge: The cost of providing customer related services such as metering, meter reading and billing. These costs are unaffected by the actual

amount of electricity you use.
Distribution Charge: The cost of delivering electricity from the beginning of the Company's distribution system to your home or business.
Transition Charge: Company payments to its wholesale supplier for terminating its wholesale arrangements.
Transmission Charge: The cost of delivering electricity from the generation company to the beginning of the Company's distribution system.
Energy Efficiency Charge: The cost of energy efficiency program services offered by the Company.
Renewable Energy Charge: A charge to fund initiatives for renewable energy and fostering formation, growth, expansion and retention of renewable energy and related enterprises.
Distributed Solar Charge: Recovers the cost of the Massachusetts solar program, including payments to owners of solar systems.
Electric Vehicle Charge: Recovers the cost of the Electric Vehicle Program, including rebates for installation of EV charging infrastructure and for off peak charging.

Questions:

If you have questions or complaints regarding this bill or National Grid's service quality, please contact Customer Service at 1-800-322-3223. You may also contact the Massachusetts Department of Public Utilities, Consumer Division at 617-737-2836 or toll free at 1-877-886-5066, TTY (for the hearing impaired only) 1-800-439-2370 or web site www.mass.gov/dpu.



SERVICE FOR
TOWN OF WEST NEWBURY
381 MAIN ST,
CHARGING STATION
WEST NEWBURY MA 01985

BILLING PERIOD
Jul 23, 2021 to Aug 31, 2021

PAGE 3 of 3

ACCOUNT NUMBER [REDACTED] 45000 PLEASE PAY BY
Oct 28, 2021

AMOUNT DUE
\$ 6.15

www.nationalgridus.com

Other Charges/Adjustments

Sales Tax	6.25 %	0.36
Total Other Charges/Adjustments		\$ 0.36

TOWN OF WEST NEWBURY
694 MAIN ST,
CHARGING STATION
WEST NEWBURY MA 01985

Sep 20, 2021 to Oct 19, 2021

ACCOUNT NUMBER
63005

PLEASE PAY BY
Jan 4, 2022

AMOUNT DUE
\$ 10.00

www.nationalgridus.com

CUSTOMER SERVICE
1-800-322-3223
CREDIT DEPARTMENT
1-888-211-1313

POWER OUTAGE OR DOWNED LINE
1-800-465-1212

CORRESPONDENCE ADDRESS
PO Box 960
Northborough, MA 01532-0960
ELECTRIC PAYMENT ADDRESS
PO BOX 371396
PITTSBURGH, PA 15250-7396
DATE BILL ISSUED
Nov 10, 2021

ACCOUNT BALANCE

Previous Balance		20.00
Payment Received on NOV 4 (Check)	THANK YOU	- 10.00
Payment Received on NOV 2 (Check)	THANK YOU	- 10.00
Current Charges		+ 10.00
Amount Due ▶		\$ 10.00

- **AVOID LATE PAYMENT CHARGES**
To avoid late payment charges, we encourage you to pay your bill on time. Payment can be made at www.nationalgridus.com or by calling 1-800-322-3223. If you are having difficulty paying your bill, we can help. Please visit ngrid.com/discounts to review our assistance options.
- **Payment concerns?** We are here to help. To learn about solutions to help you take control of your energy use and bills, visit www.ngrid.com/billhelp.

Enrollment Information

To enroll with a supplier or change to another supplier, you will need the following information about your account:

Loadzone NEMA/BOST

Acct No: 48995-63005 Cycle: 16, TOWN

Electric Usage History

Month	kWh
May 21	00
Jun 21	00
Jul 21	00
Aug 21	00
Sep 21	00
Oct 21	00

DETAIL OF CURRENT CHARGES

Delivery Services

Type of Service	Current Reading	Previous Reading	Difference	Meter Multiplier	Total Usage
Energy	0 Estimate	0 Estimate	0	1	0 kWh
Total Energy					0 kWh

METER NUMBER 46441350 NEXT SCHEDULED READ DATE ON OR ABOUT Nov 19
SERVICE PERIOD Sep 20 - Oct 19 NUMBER OF DAYS IN PERIOD 29
RATE General Service - Small C/I G-1 VOLTAGE DELIVERY LEVEL 0 - 2.2 kv

Customer Charge	10.00
Total Delivery Services	\$ 10.00

Acct: 01-420-5415
Amount: \$ 10.00
Date: 11-16-2021
[Signature]
Authorized Signature

KEEP THIS PORTION FOR YOUR RECORDS.

RETURN THIS PORTION WITH YOUR PAYMENT.

ACCOUNT NUMBER
63005

PLEASE PAY BY
Jan 4, 2022

AMOUNT DUE
\$ 10.00

PO Box 960
Northborough MA 01532

ENTER AMOUNT ENCLOSED

\$

1039695 01 AB 0.458 **AUTO T4 0 1222 01985-149981 -C03-P39734-112 4



TOWN OF WEST NEWBURY
381 MAIN ST
WEST NEWBURY MA 01985-1499

038127

NATIONAL GRID
PO BOX 371396
PITTSBURGH PA 15250-7396

Write account number on check and make payable to National Grid
Please pay Gas & Electric bills separately

000001000 48995630059000001000004

SERVICE FOR
TOWN OF WEST NEWBURY
694 MAIN ST,
CHARGING STATION
WEST NEWBURY MA 01985

BILLING PERIOD
Aug 20, 2021 to Sep 20, 2021

ACCOUNT NUMBER **PLEASE PAY BY** **AMOUNT DUE**
██████████ 63005 Dec 1, 2021 \$ 20.00

www.nationalgridus.com

CUSTOMER SERVICE
1-800-322-3223
CREDIT DEPARTMENT
1-888-211-1313

POWER OUTAGE OR DOWNED LINE
1-800-465-1212

CORRESPONDENCE ADDRESS
PO Box 960
Northborough, MA 01532-0960

ELECTRIC PAYMENT ADDRESS
PO BOX 371396
PITTSBURGH, PA 15250-7396

DATE BILL ISSUED
Oct 7, 2021

ACCOUNT BALANCE

Previous Balance	10.00
Payment Received <i>No payments have been received during this billing period</i>	- 0.00
Balance Forward	10.00
Current Charges	+ 10.00
Amount Due ▶ \$ 20.00	

- **Payment concerns?** We are here to help. To learn about solutions to help you take control of your energy use and bills, visit www.ngrid.com/billhelp.
- **Go paperless!** Electronic billing and payments make managing your monthly bill easier. Save time, money, and natural resources www.ngrid.com/paperless.

DETAIL OF CURRENT CHARGES

Delivery Services

Type of Service	Current Reading	Previous Reading	Difference	Meter Multiplier	Total Usage
Energy	0 <i>Estimate</i>	0 <i>Estimate</i>	0	1	0 kWh
Total Energy					0 kWh

METER NUMBER 46441350 NEXT SCHEDULED READ DATE ON OR ABOUT Oct 21

SERVICE PERIOD Aug 20 - Sep 20 NUMBER OF DAYS IN PERIOD 31

RATE General Service - Small C/I G-1 VOLTAGE DELIVERY LEVEL 0 - 2.2 kv

Customer Charge 10.00

Total Delivery Services \$ 10.00

Enrollment Information

To enroll with a supplier or change to another supplier, you will need the following information about your account:

Loadzone NEMA/BOST

Acct No: 48995-63005 Cycle: 16, TOWN

Electric Usage History

Month	kWh
May 21	00
Jun 21	00
Jul 21	00
Aug 21	00
Sep 21	00

Acct: 01-420-5415

Amount: \$10.⁰⁰

Date: 10-19-2021

[Signature]
Authorized Signature

KEEP THIS PORTION FOR YOUR RECORDS.

RETURN THIS PORTION WITH YOUR PAYMENT.

ACCOUNT NUMBER **PLEASE PAY BY** **AMOUNT DUE**
██████████-63005 Dec 1, 2021 \$ 20.00 *10.⁰⁰*

PO Box 960
Northborough MA 01532

ENTER AMOUNT ENCLOSED

\$

1020462 01 AB 0.458 **AUTO T2 0 3198 01985-149981 -C03-P20482-112



TOWN OF WEST NEWBURY
381 MAIN ST
WEST NEWBURY MA 01985-1499

019684

NATIONAL GRID
PO BOX 371396
PITTSBURGH PA 15250-7396

*Write account number on check and make payable to National Grid
Please pay Gas & Electric bills separately*

ACCOUNT NUMBER
63005

PLEASE PAY BY
Sep 21, 2021

AMOUNT DUE
\$ 20.00

www.nationalgridus.com

CUSTOMER SERVICE

1-800-322-3223

CREDIT DEPARTMENT

1-888-211-1313

POWER OUTAGE OR DOWNED LINE

1-800-465-1212

CORRESPONDENCE ADDRESS

PO Box 960

Northborough, MA 01532-0960

ELECTRIC PAYMENT ADDRESS

PO Box 11737

Newark, NJ 07101-4737

DATE BILL ISSUED

Jul 28, 2021

ACCOUNT BALANCE

Previous Balance	47.67
Payment Received on JUL 26 (Check) <i>THANK YOU</i>	- 47.67
Current Charges	+ 20.00
Amount Due ▶	\$ 20.00

- **Payment concerns?** We are here to help. To learn about solutions to help you take control of your energy use and bills, visit www.ngrid.com/billhelp.
- **Go paperless!** Electronic billing and payments make managing your monthly bill easier. Save time, money, and natural resources www.ngrid.com/paperless.

DETAIL OF CURRENT CHARGES

Delivery Services

Type of Service	Current Reading	Previous Reading	Difference	Meter Multiplier	Total Usage
Energy	0 <i>Estimate</i>	0 <i>Estimate</i>	0	1	0 kWh
Total Energy					0 kWh

METER NUMBER 46441350 NEXT SCHEDULED READ DATE ON OR ABOUT Aug 24

SERVICE PERIOD May 21 - Jul 21 NUMBER OF DAYS IN PERIOD 61

RATE General Service - Small C/I G-1 VOLTAGE DELIVERY LEVEL 0 - 2.2 kv

Rate General Service - Small C/I G-1

Billing Period May 21, 2021 to Jun 23, 2021 Number of days in period 33

Customer Charge 10.00

Rate General Service - Small C/I G-1

Billing Period Jun 23, 2021 to Jul 21, 2021 Number of days in period 28

Customer Charge 10.00

Total Delivery Services \$ 20.00

Enrollment Information

To enroll with a supplier or change to another supplier, you will need the following information about your account:

Loadzone NEMA/BOST

Acct No: 48995-63005 Cycle: 16, TOWN

Electric Usage History

Month	kWh
May 21	00
Jun 21	00
Jul 21	00

Acct: 01-420-8415

Amount: \$ 20.00

Date: 08-03-2021

Authorized Signature

KEEP THIS PORTION FOR YOUR RECORDS.

RETURN THIS PORTION WITH YOUR PAYMENT.

nationalgrid

ACCOUNT NUMBER

63005

PLEASE PAY BY

Sep 21, 2021

AMOUNT DUE

\$ 20.00

PO Box 960
Northborough MA 01532

1032354 01 AB 0.425 **AUTO T4 0 3147 01985-122599 -C03-P32386-112



TOWN OF WEST NEWBURY

694 MAIN ST,
CHARGING STATION
WEST NEWBURY MA 01985-1225



034867

ENTER AMOUNT ENCLOSED

\$

Write account number on check and make payable to National Grid
Please pay Gas & Electric bills separately

NATIONAL GRID
PO BOX 11737
NEWARK NJ 07101-4737

000002000 48995630057000002000264

SERVICE FOR:
TOWN OF WEST NEWBURY
694 MAIN ST,
CHARGING STATION
WEST NEWBURY MA 01985

BILLING PERIOD
Jul 21, 2021 to Aug 20, 2021

ACCOUNT NUMBER	PLEASE PAY BY	AMOUNT DUE
63005	Nov 1, 2021	\$ 10.00

www.nationalgridus.com

CUSTOMER SERVICE
1-800-322-3223
CREDIT DEPARTMENT
1-888-211-1313

POWER OUTAGE OR DOWNED LINE
1-800-465-1212

CORRESPONDENCE ADDRESS
PO Box 960
Northborough, MA 01532-0960

ELECTRIC PAYMENT ADDRESS
PO BOX 371396
PITTSBURGH, PA 15250-7396

DATE BILL ISSUED
Sep 7, 2021

ACCOUNT BALANCE

Previous Balance	20.00
Payment Received on AUG 24 (Check) <i>THANK YOU</i>	- 20.00
Current Charges	10.00
Amount Due ▶	\$ 10.00

➤ Our payment remittance address is changing. To ensure that your payment is delivered to the correct address, please include the remittance slip on your bill with check payment in the enclosed envelope. Otherwise, please note that the new payment address is: P.O.Box 371396, Pittsburgh, PA 15250-7396

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Enrollment Information

To enroll with a supplier or change to another supplier, you will need the following information about your account:
Loadzone NEMA/BOST
Acct No: 48995-63005 Cycle: 16, TOWN

DETAIL OF CURRENT CHARGES

Delivery Services

Type of Service	Current Reading	Previous Reading	Difference	Meter Multiplier	Total Usage
Energy	0 <i>Estimate</i>	0 <i>Estimate</i>	0	1	0 kWh
Total Energy					0 kWh

METER NUMBER 46441350 NEXT SCHEDULED READ DATE ON OR ABOUT Sep 22
SERVICE PERIOD Jul 21 - Aug 20 NUMBER OF DAYS IN PERIOD 30
RATE General Service - Small C/I G-1 VOLTAGE DELIVERY LEVEL 0 - 2.2 kv

Customer Charge 10.00

Total Delivery Services \$ 10.00

Acct: 01-420-5415
Amount: \$10.00
Date: 09-14-2021
[Signature]
Authorized Signature

KEEP THIS PORTION FOR YOUR RECORDS.

RETURN THIS PORTION WITH YOUR PAYMENT.

ACCOUNT NUMBER	PLEASE PAY BY	AMOUNT DUE
63005	Nov 1, 2021	\$ 10.00

PO Box 960
Northborough MA 01532

ENTER AMOUNT ENCLOSED

\$

1024102 01 AB 0.458 **AUTO T8 0 3176 01985-122599 -C03-P24126-11



TOWN OF WEST NEWBURY
694 MAIN ST, 381 MAIN STREET
CHARGING STATION
WEST NEWBURY MA 01985-1225

026461

NATIONAL GRID
PO BOX 371396
PITTSBURGH PA 15250-7396

Write account number on check and make payable to National Grid
Please pay Gas & Electric bills separately



Assure Station Metrics Monthly Reporting

Town of West Newbury - Monthly Report - November 2021

Company Id
112991

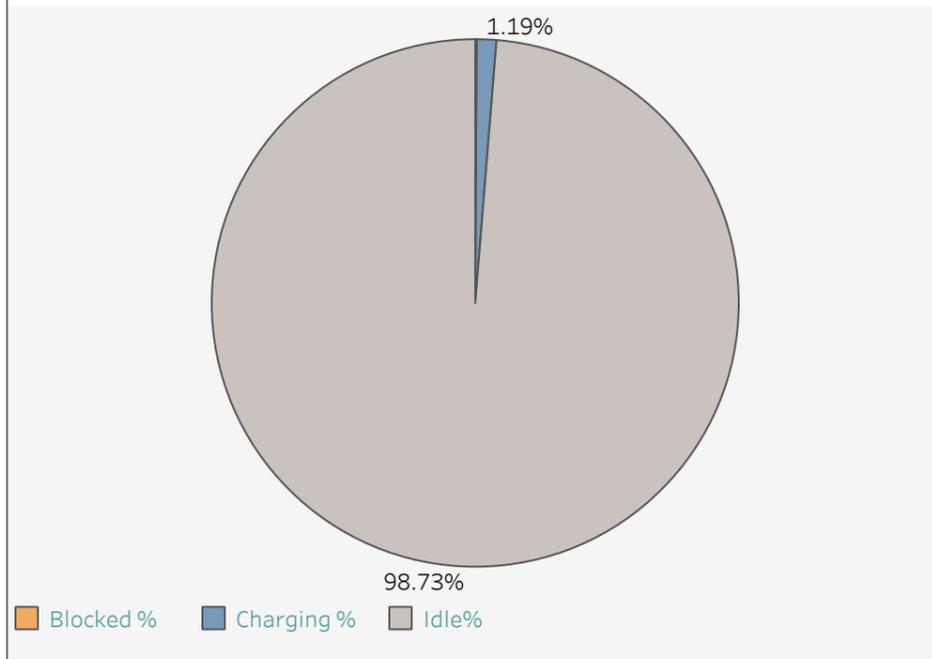
Port Level
All

Organization Name
All

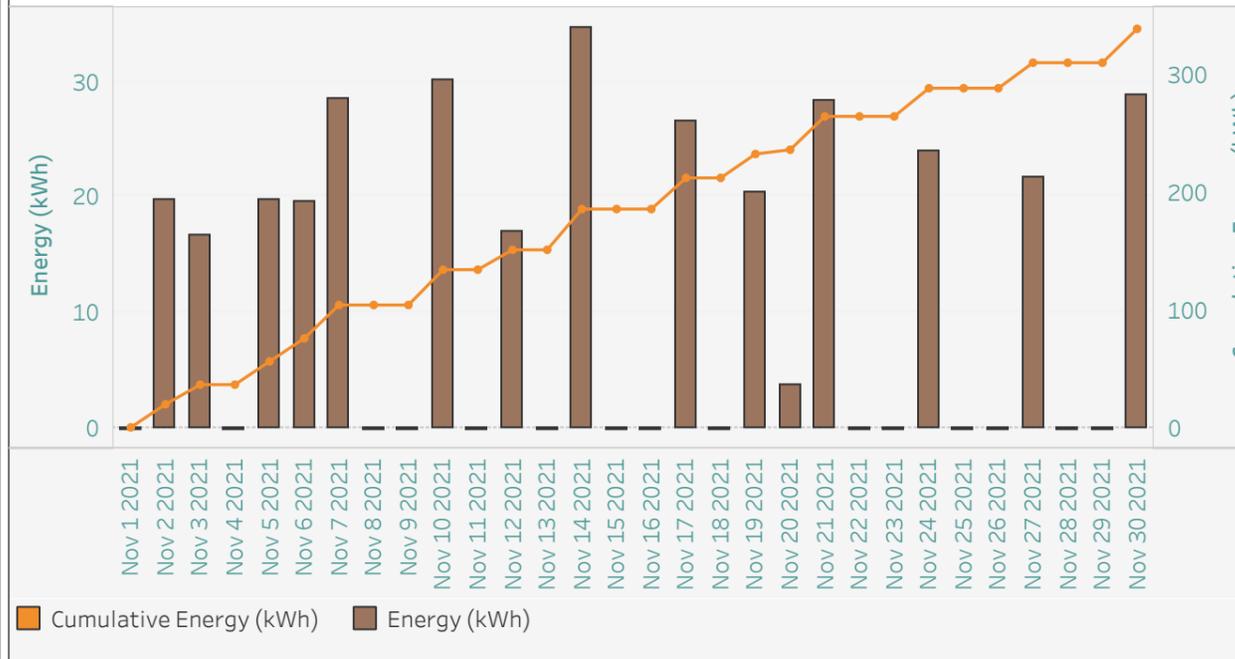
Month End Date
11/30/2021

Port Count	Station Count	Total Revenue (\$)	Energy (kWh)	GHG Savings (kg)	Gasoline Saved (Gal)	Unique Driver	Chargepoint Response SLA	Session Count
8	4	107	339	143	43	5	100.00%	19

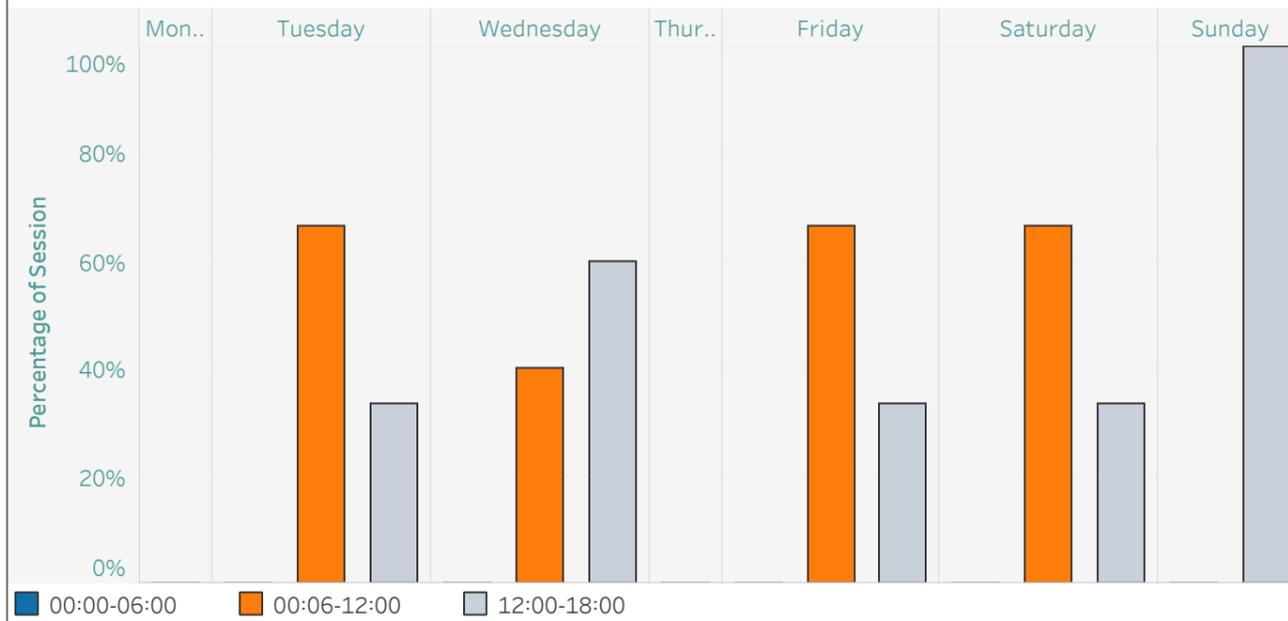
Port Utilization: 24 Hours



Energy Dispersed (kWh) by Day



Session Starts by Time of Day Month



Average Session Duration (Hours)	3.85
Average Session Charge Time (Hours)	3.61
Average Session Energy (kWh)	17.87
Average Session Revenue (\$)	5.63
Occupied Hours	73.09
Charging Hours	68.53
Service Tickets	0.00



Assure Station Metrics Reporting Appendix

Port Utilization Chart: This is a view of station utilization during common business hours.

You can use this information to determine if updates need to be made to pricing / access policies or if stations should be added.

Session Start Distribution Chart: This is a view (by day) of what times drivers start sessions.

You can use this information to fine tune time of day pricing policy rules.

Station / Port Count: In order to be counted, a station must have the "Assure" entitlement applied.

This is the number of stations / ports that currently have the "Assure" entitlement.

Total Revenue: This is the sum of session fees generated by your "Assure" stations minus the ChargePoint service fee (10%).

This is based on session dates (not transaction date which may differ). Your Flex Billing reports should be used for financial reporting.

Energy (kWh): All energy dispensed through your "Assure" stations.

This data point can be useful in reconciling station energy against energy bills.

GHG Savings (kg): All the green house gasses (95% CO2) that would have been released had the miles provided by your stations come from gasoline.

This data point can be useful in sustainability reporting.

Unique Drivers: The number of unique drivers that used your stations this month (a driver would be counted only once even if they used different RFID cards).

An understanding of the number of unique drivers visiting may be useful in creating station messaging / video ads.

Gasoline (Gal) Saved: All the gasoline that would have been burned had the miles provided by your stations come from gasoline.

This data point can be useful in sustainability reporting.

ChargePoint Response SL: Percentage of tickets to which ChargePoint responded within Service Level (1 business day).

ChargePoint holds itself accountable to our Service Level commitment.

Uptime: Percentage of time that your ports were capable of dispensing power.

ChargePoint is committed to keeping your ports dispensing power 98% of the time or better.

Sessions: Total session count.

An understanding of the number of times your stations authorize a session can be useful creating station messaging / video ads.

Average Session Duration: Average amount of time drivers occupy your stations.

This data point can be useful in fine tuning length of stay pricing policy rules.

Average Charging Time: Average amount of time per session energy is flowing.

This data point can be useful in fine tuning length of stay pricing policy rules.

Average Session Energy: Average amount of energy dispensed.

This data point can be useful in fine tuning price per kW pricing policy rules.

Average Session Revenue: Average session fee - 10%.

This data point can be useful in fine tuning minimum & maximum values for pricing policy rules.

Total Hours Occupied: Sum of all session durations.

This is used in part to determine utilization.

Total Hours Charging: Sum of all session charging durations.

This is used in part to determine utilization.

New Service Tickets: Count of trouble tickets tracking issues with a "Assure" station created this month.

This will help in keeping track of station fault issues raised with ChargePoint Support.

Town Manager

From: Town Manager
Sent: Friday, December 17, 2021 12:04 PM
To: Judith Mizner; Lark Madder [REDACTED] ryan@little-king.com
Subject: Upcoming discussion of Personnel Committee charge

Hi,

This is to let you know that the 12/20 Select Board agenda includes discussion of the Personnel Committee charge. The Committee's charge is set out in the Personnel Bylaw, online [here](#).

The adoption of the [Town Manager Act](#) in 2017 introduced wholesale changes to the town's framework for personnel administration, as the Act vests substantial authority and responsibility in my office. The Personnel Bylaw was adopted in 1999, so doesn't reflect that new framework. The Select Board is interested in revisiting what role/function a Personnel Committee could or should play, and this will be the focus of Monday's discussion.

Monday's agenda is pretty crowded and I'm not sure how far this discussion will go, but I wanted to make you aware that it is included on the agenda.

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

PERSONNEL BYLAW

[Adopted at the third session of the 1999 Annual Town Meeting]

PERSONNEL BYLAW

Section 1 Purpose and Intent

The purpose of the personnel bylaw is to establish fair and equitable personnel policies and to establish a system of personnel administration based on merit principles that ensure uniform, efficient application of personnel policies.

Section 2 Application

All town departments and positions shall be subject to the provisions of this bylaw and policies adopted pursuant to this bylaw, except elected Town officers and employees covered by a collective bargaining agreement (unless such agreement expressly incorporates this Bylaw by reference).

Section 3 Responsibility of the Board of Selectmen

The Board of Selectmen shall be responsible for the development of a human resources system which meets the needs of the Town. The Board of Selectmen shall appoint a Personnel Advisory Committee to assist in carrying out its responsibility. The Personnel Advisory Committee shall conduct such research and carry out such instructions as the Board of Selectmen shall direct including, but not limited to, review of compensation for employees, benefits, methods of selection of personnel, performance appraisal, and personnel procedures. The Personnel Advisory Committee shall be composed of such a number of members for such periods of time as the Board of Selectmen shall so determine. Members of the Personnel Advisory Committee may be removed upon a majority vote of the Board of Selectmen after notice to the Committee member and a public hearing if so requested.

Section 4 Personnel Policies

The personnel policies shall establish a personnel system which shall include, but need not be limited to, the following elements:

- (a) Method of administration. A system which assigns responsibility for the personnel system, including maintaining personnel records, implementing effective recruitment and selection processes, creating and maintaining a

compensation plan, monitoring the application of policies and periodic reviews and evaluation of the personnel system.

- (b) Classification and compensation plan(s), as deemed appropriate.
- (c) Recruitment and selection policies.
- (d) Record keeping system.
- (e) Rights and obligation of employees.
- (f) Other elements of a personnel system as deemed appropriate or necessary.

Section 5 Adoption of Policies

The Board of Selectmen is empowered and authorized by this bylaw to adopt personnel policies defining the rights, benefits and obligations of employees subject to this bylaw. Such policies shall become effective in accordance with the following procedure:

- (a) The Board of Selectmen may propose new, amended or revised policies; any such proposed policy may be proposed at any meeting of the Board of Selectmen.
- (b) Any proposed new, amended or revised policies shall be posted for a period of at least ten days after being proposed by the Board of Selectmen, during which time comments, information and questions regarding any proposed policy may be provided to the Board of Selectmen. A public hearing shall be held following the ten day posting period.
- (c) Any new, amended or revised policies shall become effective upon approval by a unanimous vote of the Board of Selectmen, unless a specific effective date is provided by the Board.
- (d) Copies of new or amended policies shall be posted in prominent locations within the Town Office Building.

Section 6 Severability

The provisions of this bylaw and the policies adopted pursuant to this bylaw are severable. If any bylaw provision or policy is held invalid, the remaining provisions of the bylaw or policy shall not be affected thereby.

Section 7 Effective Date

This bylaw shall take effect on the date of passage of the Personnel Policy. *[The Personnel Policy was adopted on August 23, 1999]*

TOWN OF WEST NEWBURY EMPLOYEE COMPENSATION SCHEDULE WAGE CALCULATIONS FISCAL YEAR 2022 - REVISED							
<u>Department</u>	<u>Personnel (as of 7/1/21)</u>	<u>Position</u>	<u>Grade</u>	<u>H-Hourly / E-Exempt / S-Stipend</u>	<u>Hrs/Wk (up to)</u>	<u>FY22 Budgeted Rate</u>	
Approved 6/14/21							
Finance Department	Kaitlin Gilbert	Treasurer/Collector	8	E	40	\$	38.00
Revised December 2021							
						\$	39.00
Approved 6/14/21							
Planning	Leah Zambenardi	Town Planner	8	H	25	\$	38.27
Revised December 2021							
					30	\$	39.27



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: December 17, 2021
RE: Wage and classification study

We are close to finalizing a scope and contract with the Collins Center to conduct the wage and classification study that will be largely funded by the Community Compact Best Practices Grant we received earlier this fall. A copy of the current draft scope is enclosed. I had a productive zoom discussion with the project manager Mary Aicardi this week, and will work with her to put together a project timeline to complete the work with key milestones. The Collins Center is aware of the parallel efforts, with KP Law, to review and update the Town's Personnel Policy, and we will continue to make efforts to ensure that this work proceeds in coordination.



**SCOPE OF SERVICES
WEST NEWBURY, MA**

**CLASSIFICATION COMPENSATION AND
STAFFING ORGANIZATIONAL REVIEW**

OVERVIEW

The Town of West Newbury received a Community Compact Best Practice grant to conduct a classification and compensation review for approximately 35 non-union positions. Additionally, the Town seeks to evaluate not only the duties performed but the staffing levels and hours assigned in an effort to provide services in the most efficient and effective manner, also to evaluate potential avenues for succession planning. The project team will work to engage with staff throughout the project. Experience has demonstrated that this is an important approach for the long-term success of the change process.

PROPOSED DELIVERABLE AND WORK PLAN

The deliverable for the project will be a report containing the methodology, findings, and recommendation, along with a comprehensive set of position descriptions and a recommended classification and compensation plan.

TASK 1 INITIAL MEETING

The Collins Center’s project team will meet with the Town Manager to review the project goals and timeline and identify points of contact for various steps in the process.

TASK 2 CREATION OF COMPREHENSIVE DRAFT POSITION DESCRIPTIONS

The Center will create and/or update comprehensive draft position descriptions. The descriptions will reflect the skill level and the essential functions of each position without listing every conceivable duty and will comply with statutory requirements. The following is the procedure to be followed:

1. An orientation session will be held to explain the process and explain the questionnaire to be completed by all incumbents and reviewed by supervisors. (May be virtual)
2. Incumbents of study positions will be given a position questionnaire to complete. Current job descriptions, if they exist, will be reviewed and incorporated as appropriate.

3. Individual interviews will be conducted to review completed questionnaires to verify and clarify information contained within the questionnaires. Employees holding the same position in the same department may be interviewed together. If new information is obtained in the interview, supervisors may be asked for comment.(May be virtual)
4. Draft/updated position descriptions will be submitted to the Town Manager for distribution to incumbents and supervisors for review and comments.
5. Comments received will be received and where appropriate, incorporated into the position descriptions.
6. Position descriptions will be finalized and submitted to the Town Manager in a form that is final (meaning in a form ready to be approved in accordance with Town procedures).

TASK 3 CLASSIFICATION OF POSITIONS

The Center will classify each of the positions using a point factor analysis system applied to the job descriptions produced in Task 2. The factors include supervisory responsibilities, complexity, judgement, physical requirements and work environment. The position classifications will include a recommendation regarding whether each position should be classified as exempt (salaried) or non-exempt (hourly) in accordance with the Fair Labor Standard Act. This review may include consultation with the Town Attorney (at the Town's expense). The Center will review findings with the Town Manager.

TASK 4 STAFFING STRUCTURE AND ORGANIZATIONAL REVIEW

As interviews and evaluations are being conducted, an evaluation of hours worked and staffing within departments will be done. A brief survey of other municipalities' organizational charts will be conducted for comparison. The Town may choose to include a survey with the job description questionnaires to collect data about workload and staffing. We will assist the Town in the preparation of such survey.

TASK 5 LABOR MARKET SURVEY

The Town has received labor market survey information from a few different sources. The Center will use the data already collected to evaluate and make recommendations on wages, with spot checks completed if/as needed.

TASK 6 CREATION OF SALARY SCHEDULE

The Center will review the existing classification of positions and will develop a salary schedule using grades and ranges, or a similar instrument, that will coincide with the classification of positions and the market salary survey. The Center will review the proposed salary schedule with the Town Manager.

TASK 7 CREATION OF CLASSIFICATION AND COMPENSATION PLAN

Based on the results of the creation of position descriptions and rating, along with the results of the market survey, the Center will develop a recommended classification and compensation plan.

TASK 9 IMPLEMENTATION ANALYSIS

The Center will use the recommended classification and compensation plan to develop a recommended implementation plan as well as recommend changes, if found to be necessary in the staffing structure.

FEE FOR SERVICES

The all-inclusive cost for the project is \$____. The fee shall be paid as follows:

- \$____ after orientation session has been held and questionnaires distributed;
- \$____ upon the submission of the draft position descriptions, and
- \$____ upon submission of the final report.

PROJECT MANAGER

MARY FLANDERS AICARDI

Mary Aicardi leads the human resources practice. She brings almost thirty years of experience in public sector human resources administration and labor relations to the Collins Center. She served for more than eight years as the Personnel Director for the town of Watertown, Massachusetts, where she negotiated numerous collective bargaining agreements on behalf of Town management. Additionally, Aicardi has worked as the Interim Human Resources Director for the Town of Braintree, the Assistant Personnel Director for the Town of Barnstable and as a volunteer recruiter for a non-profit agency.

Aicardi has conducted human resources audits and has reviewed, and modernized classification and compensation plans for more than 60 municipalities. She has drafted numerous human resource policies and personnel plans. Aicardi has conducted training programs on a wide range of human resources topics, including leadership training, performance appraisal, progressive discipline, and sexual harassment prevention. Aicardi holds an MPA and a bachelor’s degree in Political Science from the University of Massachusetts at Amherst. She is certified by the Massachusetts Commission Against Discrimination as a trainer of discrimination and sexual harassment prevention and holds a certificate in Diversity and Inclusion from Cornell University. Mary is a management member of the Joint Labor Management Committee and is an elected Town Meeting Member in her hometown of Shrewsbury, MA.



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: December 17, 2021
RE: Page/Pipestave/Main Street safety audit

Following our execution of the vendor agreement (see 12/6/21 OS mtg packet), Wayne and I had a productive call with the vendor TEC earlier this week. Shortly after the first of the year, we will publicize a project timeline and call for public comments through the Town website, social media and press release. The traffic counts will not be conducted until later in the process, to ensure that they are most representative of times when the sites are in greatest use. We are on track to get this work completed in advance of the June 30, 2022 deadline for expenditure of the budgeted earmarked Commonwealth funds.



**AGREEMENT
BY AND BETWEEN
THE TOWN OF WEST NEWBURY
AND
TRENT LLOYD LANDSCAPING DESIGN**

Contract #2021-WN-001

Whereas, the Town of West Newbury (the “TOWN” the “Awarding Authority”, and the “Contracting Authority”), a municipal corporation with a usual place of business at 381 Main Street, West Newbury, MA 01985 has solicited a proposal relating to providing **Planning and landscaping design services for the Mill Pond All Access Project**, and

Whereas **Trent Lloyd Landscaping Design, 217 Larch Row, Wenham, MA 01984-1636** the “CONTRACTOR” has submitted a proposal for the provision of such Planning and Design Services **regarding the Mill Pond All Access Project, located at Mill Pond in the Town of West Newbury, MA 01945** as set forth in a Scope of Services, dated December 15, 2021 and attach hereto, and

Whereas the TOWN by and through its duly authorized representatives has awarded the contract to the CONTRACTOR,

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

The CONTRACTOR shall provide the TOWN services and work described in the Scope of Services (a copy of which is attached hereto.)

In addition to said services, the parties agree as follows:

1. TIME OF THE ESSENCE:

The CONTRACTOR shall complete the services and work described in the Scope of Services in accordance with the Contract Documents. This contract shall expire on **June 30, 2022.**

2. CHANGE ORDERS AND ADJUSTMENTS:

A. No deviation shall be made to the Scope of Services unless authorized by a written change order from the Awarding Authority, which change order shall include an equitable adjustment of the contract price agreed to between the Awarding Authority and the CONTRACTOR, if any. Under no circumstances may a change order be authorized orally.

B. Change orders may be authorized on behalf of the Awarding Authority by the Town Manager of the Town of West Newbury.

3. PAYMENT PROCEDURES:

Payment to the CONTRACTOR shall be due and payable upon completion of each task as described in the Scope of Services to the reasonable satisfaction of the Awarding Authority. Payment shall not exceed the amount of \$7,250.00 unless an additional amount is authorized by a change order as provided for herein.

4. APPLICABLE PROVISIONS OF THE LAW:

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

5. INDEPENDENT CONTRACTOR:

The CONTRACTOR acknowledges and agrees that it is acting as an independent CONTRACTOR for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.

6. INDEMNIFICATION:

The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney’s fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.

7. INSURANCE:

A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

<u>General Liability</u>	
Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
Or combined single limit	\$1,000,000 per occurrence

Workers’ Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws. **NOT REQUIRED UNDER THIS CONTRACT.**

B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

8. TERMINATION:

A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by

otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing by main or e-mail stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice but mail or e-mail thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice by mail or e-mail specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

9. WAGE RATES

This is not a prevailing wage contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year below written.

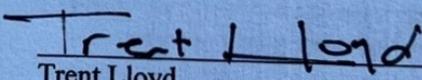
Executed this 17th day of December, 20 21

The Town of West Newbury, by



Angus Jennings
Town Manager

Trent Lloyd Landscaping Services, by



Trent Lloyd
Owner, Project Manager

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

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

Stephanie Frontiera
Town Accountant

NON-COLLUSION CERTIFICATE

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean and natural person, joint venture, partnership, corporation or other business or legal entity.

DATE: 12.17.21

CONTRACTOR SIGNATURE: Trent Lloyd

STATEMENT OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b),

I, Trent Lloyd, Landscape Designer
(Name and Title)

authorized signatory for Trent Lloyd
(CONTRACTOR Name)

217 Larch Row Wrentham, MA
(CONTRACTOR Address) 01984

do hereby certify under the pains and penalties of perjury, that the above Company or Corporation has complied with all laws of the Commonwealth relating to taxes.

Trent Lloyd
(Authorized Signature)

Landscape Designer
(Title)

12.17.21
(Date)

PROPOSAL: Mill Pond All Access Project

DATE: December 15, 2021

SCOPE OF WORK:

Task 1 **SITE ANALYSIS**

Utilizing the survey and wetland delineation provided by the town prepare a site analysis memo / diagram assessing existing conditions, constraints, and opportunities. The landscape architect's review shall include drainage, grades, code requirements and natural resources.

Upon completion of site analysis memo, meet independently with relevant boards and commissions to provide overview of the project scope, schedule, and present site analysis findings. Landscape Architect shall solicit feedback from meeting attendees to learn how the study area is used, how it could be improved, and how they would design a successful all-access trail at the site.

Meetings: One (1) site visit. Up to six (6) virtual or in person meetings (Open Space Committee, Mill Pond Committee, Parks and Recreation Commission, Select Board, Planning Board, and relevant town staff).

Deliverable: Site Analysis Memo / Diagram with findings from early engagement activities.

Task 2 **CONCEPT DEVELOPMENT**

Utilizing the information gathered during task 1, design and develop 2-3 concepts on trace with concept photos.

Meetings: One (1) virtual meeting with town staff to review concepts.

Deliverable: 2-3 drawings sketch quality on trace paper, photo images to communicate overall vision.

Task 3 PUBLIC MEETING

Facilitate a workshop to gather present the site analysis and concepts. Solicit feedback on concepts to define which elements of the concepts are best aligned with the goals of residents.

Meetings: One (1) in person public meeting

Deliverable: Workshop presentation

Task 4 100% CONCEPT DEVELOPMENT

After meeting with town staff to review the outcomes of the public meeting, develop the final concept drawing based on the priorities articulated from the inclusive community workshop.

Meetings: One (1) virtual meeting with town staff to review concepts.

Deliverable: Final Concept Drawing that articulates the priorities identified in the workshop.

Task 5 HARD AND SOFT COST ESTIMATE

To help the town better understand the process and costs associated with future project phases, prepare a memo outlining future permitting and design requirements/costs along with an estimate of probable construction costs.

Meetings: One (1) virtual meeting with town staff to review estimate.

Deliverable: Hard and soft cost estimate memo.

ESTIMATED PROJECT SCHEDULE AND FEES

TASK	COMPLETION DATE	Fee
Site Analysis	January 2022	\$2250
Concept Development	February 2022	\$1125
Public Meeting	March 2022	\$1125
100% Concept Development	April 2022	\$1125
Hard and Soft Cost Estimate	May 2022	\$1625

From: [Town Manager](#)
To: [Finance Admin](#)
Subject: FW: Moody's Annual Issuer Comment: Final Version for West Newbury – Moody's ID: 600024847 - (Email 3 of 3)
Date: Tuesday, December 14, 2021 4:58:51 PM
Attachments: [PFG_IssuerComment_Report_Final_20211214160049226_1295063.pdf](#)

Please add email and attachment to 12/20 OS mtg docs, thanks

From: James.Kelley@moodys.com [REDACTED]
Sent: Tuesday, December 14, 2021 4:01 PM
To: Town Manager <townmanager@wnewbury.org>
Cc: [REDACTED]
Subject: Moody's Annual Issuer Comment: Final Version for West Newbury – Moody's ID: 600024847 - (Email 3 of 3)

Dear Angus,

We are sending you the final version of Moody's Annual Issuer Comment Report for West Newbury. This report was published on Moodys.com on Tuesday, December 14, 2021.

We have incorporated any appropriate changes that you may have brought to our attention during your review.

Please feel free to email me at James.Kelley@moodys.com or call 415.274.1716 with any questions about the report. Thank you for working with us.

Sincerely,
James Kelley
Moody's Local Government Team

NOTE: Your email security system may have removed the PDF attachment before delivery to your inbox. Please let us know if you did not receive the PDF attachment.

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ISSUER COMMENT

14 December 2021

RATING

General Obligation (or GO Related) ¹

Aa2 No Outlook

Contacts

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EMEA 44-20-7772-5454

Town of West Newbury, MA

Annual Comment on West Newbury

Issuer Profile

The Town of West Newbury is located in Essex County in the North Shore region of Massachusetts, approximately 40 miles north of Boston. The county has a population of 783,676 and a high population density of 1,565 people per square mile. The county's median family income is \$99,551 (1st quartile) and the October 2021 unemployment rate was 5.6% (4th quartile) ². The largest industry sectors that drive the local economy are health services, retail trade, and manufacturing.

Credit Overview

The credit position for West Newbury is strong and its Aa2 rating is slightly better than the median rating of Aa3 for US cities. Key credit factors include a superb financial position, a robust resident wealth and income profile and an adequate tax base. It also reflects a small debt burden and a moderate pension liability.

Finances: The town has a strong financial position. West Newbury's cash balance as a percent of operating revenue (43.4%) is roughly equivalent to the US median. Additionally, fund balance as a percent of operating revenue (41.6%) is slightly stronger than other Moody's-rated cities nationwide. Massachusetts local governments tend to have financial ratios lower than US medians because they generally derive a majority of revenues from stable property taxes and their financials typically incorporate school operations which are predictable.

Economy and Tax Base: The economy and tax base of the town are very healthy overall and are a modest credit strength compared to its Aa2 rating. Median family income equals a robust 233.3% of the US level. Moreover, West Newbury's full value per capita (\$206,329) is well above the US median. However, full value (\$1.0 billion) is lower than the US median.

Debt and Pensions: The town's debt burden is modest and is favorable compared to its Aa2 rating position. Net direct debt to full value (0.1%) is materially below the US median. In addition, West Newbury's pension liability is moderate and its Moody's-adjusted net pension liability to operating revenue (0.98x) is lower than the US median.

Management and Governance: Massachusetts cities have an institutional framework score ³ of "Aa", which is strong. The sector's major revenue source of property taxes, are subject to the Proposition 2 1/2 tax levy cap which can be overridden with voter approval only. However, the cap of 2.5% still allows for moderate revenue-raising ability. Expenditures primarily consist of personnel costs, as well as education costs for cities that manage school operations, and are highly predictable given state-mandated school spending guidelines and employee contracts. Unpredictable revenue fluctuations tend to be minor, or under

5% annually. Across the sector, fixed costs are generally less than 25% of expenditures. Fixed costs are driven mainly by debt service and pension costs. Unpredictable expenditure fluctuations tend to be minor, under 5% annually.

EXHIBIT 1

Key Indicators ⁴/₅ West Newbury

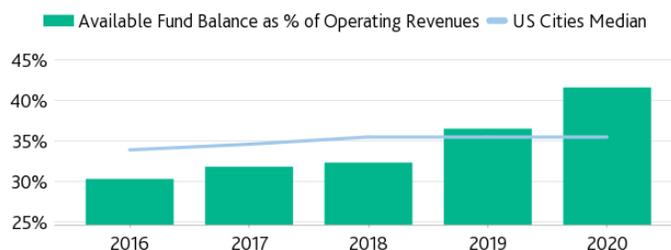
	2016	2017	2018	2019	2020	US Median	Credit Trend
Economy / Tax Base							
Total Full Value	\$878M	\$878M	\$955M	\$955M	\$1,027M	\$2,024M	Improved
Full Value Per Capita	\$196,016	\$193,385	\$208,581	\$206,329	\$221,778	\$97,657	Improved
Median Family Income (% of US Median)	232%	224%	224%	233%	233%	114%	Stable
Finances							
Available Fund Balance as % of Operating Revenues	30.3%	31.8%	32.3%	36.5%	41.6%	35.5%	Improved
Net Cash Balance as % of Operating Revenues	31.3%	33.5%	34.7%	37.7%	43.4%	40.0%	Improved
Debt / Pensions							
Net Direct Debt / Full Value	0.4%	0.3%	0.4%	0.2%	0.1%	1.1%	Stable
Net Direct Debt / Operating Revenues	0.23x	0.17x	0.25x	0.09x	0.06x	0.82x	Stable
Moody's-adjusted Net Pension Liability (3-yr average) to Full Value	N/A	1.5%	1.4%	1.5%	1.5%	1.9%	Stable
Moody's-adjusted Net Pension Liability (3-yr average) to Operating Revenues	N/A	0.89x	0.92x	0.92x	0.98x	1.57x	Stable
	2016	2017	2018	2019	2020	US Median	
Debt and Financial Data							
Population	4,484	4,545	4,581	4,631	4,631	N/A	
Available Fund Balance (\$000s)	\$4,288	\$4,592	\$4,781	\$5,745	\$6,625	\$8,489	
Net Cash Balance (\$000s)	\$4,428	\$4,833	\$5,131	\$5,933	\$6,913	\$9,759	
Operating Revenues (\$000s)	\$14,157	\$14,438	\$14,791	\$15,729	\$15,915	\$36,135	
Net Direct Debt (\$000s)	\$3,250	\$2,472	\$3,668	\$1,459	\$1,003	\$19,137	
Moody's Adjusted Net Pension Liability (3-yr average) (\$000s)	N/A	\$12,904	\$13,659	\$14,471	\$15,557	\$38,399	

Source: Moody's Investors Service

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on www.moody's.com for the most updated credit rating action information and rating history.

EXHIBIT 2

Available fund balance as a percent of operating revenues increased from 2016 to 2020



Source: Issuer financial statements; Moody's Investors Service

EXHIBIT 3

Full value of the property tax base increased from 2016 to 2020



Source: Issuer financial statements; Government data sources; Offering statements; Moody's Investors Service

EXHIBIT 4

Moody's-adjusted net pension liability to operating revenues increased from 2016 to 2020



Source: Issuer financial statements; Government data sources; Offering statements; Moody's Investors Service

Endnotes

- The rating referenced in this report is the issuer's General Obligation (GO) rating or its highest public rating that is GO-related. A GO bond is generally backed by the full faith and credit pledge and total taxing power of the issuer. GO-related securities include general obligation limited tax, annual appropriation, lease revenue, non-ad valorem, and moral obligation debt. The referenced ratings reflect the government's underlying credit quality without regard to state guarantees, enhancement programs or bond insurance.
 - The demographic data presented, including population, population density, per capita personal income and unemployment rate are derived from the most recently available US government databases. Population, population density and per capita personal income come from the American Community Survey while the unemployment rate comes from the Bureau of Labor Statistics.
- The largest industry sectors are derived from the Bureau of Economic Analysis. Moody's allocated the per capita personal income data and unemployment data for all counties in the US census into quartiles. The quartiles are ordered from strongest-to-weakest from a credit perspective: the highest per capita personal income quartile is first quartile, and the lowest unemployment rate is first quartile.
- The institutional framework score assesses a municipality's legal ability to match revenues with expenditures based on its constitutionally and legislatively conferred powers and responsibilities. See [US Local Government General Obligation Debt \(July 2020\)](#) methodology report for more details.
 - For definitions of the metrics in the Key Indicators Table, [US Local Government General Obligation Methodology and Scorecard User Guide \(July 2014\)](#). Metrics represented as N/A indicate the data were not available at the time of publication.
 - The medians come from our most recently published local government medians report, [Medians - Tax base and revenue increases outpace growth of long-term liabilities \(May 2021\)](#) which is available on Moodys.com. The medians presented here are based on the key metrics outlined in Moody's GO methodology and the associated scorecard.

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