

MEETING NOTICE-WEST NEWBURY
Joint meeting of FINANCE COMMITTEE
and SELECT BOARD

Date & Time: Wednesday, March 13, 2024, 6:00 PM

Location: 1910 Building 1st Floor Hearing Room

Agenda posted by: Rob Phillips, Finance Committee Chairperson

AGENDA

1. Call to Order – convene joint session with Select Board
2. Public Comment
3. Review requests for FY24 Reserve Fund Transfers
 - Select Board, Professional/Technical Services: \$20,000 transfer request
 - Board of Health, Steele Landfill Monitoring: \$15,410 transfer request
4. Review and discuss budgets and articles for spring Town Meeting to be held on April 29, 2024. Proposed FY25 operating budgets for review include:
 - Police Department
 - Fire Department
 - Dispatch
 - Animal Control
 - Board of Health
 - Council on Aging
 - Emergency Management Agency
 - Historical Commission
5. Communications
6. Schedule of future meeting dates.
 - March 20, 2024 at 6:00 pm- Finance Committee / Select Board joint meeting
 - March 27, 2024 at 6:00 pm- Finance Committee / Select Board joint meeting
7. Adjournment



Town of West Newbury Finance Committee FY25 Budget Meeting Schedule 2/22/24

*All meetings **except as noted below** will be in the 1910 Building
381 Main Street, West Newbury, MA
Hearing Room 1*

<u>Date/Time</u>	<u>Departments/Topics To Be Reviewed</u>	
Tuesday, Feb. 13 th 6:30pm	Whittier School Committee public hearing re FY25 School Budget Location: Whittier Tech High School	
Thursday, Feb. 15 th Joint FinCom/SB mtg 6pm	Presentation of proposed FY25 budget Review of proposed Town Meeting warrant articles	
Tuesday, Feb. 20 th 6:30pm Joint FinCom/SB mtg	DPW	
Monday, Feb 26 th Joint SB/FinCom mtg 7pm	Moderator Select Board Town Manager Finance Department Town Clerk Debt Service	Board of Registrars/Elections Board of Assessors Legal Counsel Health Insurance Insurance and Bonds Unemployment Compensation
Tuesday, Feb. 27 th 6pm	Pentucket School Committee public hearing re FY25 School Budget Location: Pentucket Middle/High School	
Tuesday, March 5 th or Tues., March 12th 6pm	Pentucket School Committee expected to vote FY25 School Budget	
Wednesday, March 13 th 5:30pm	Whittier Tech School Committee, Budget Workshop Location: Whittier Tech High School	
Wednesday, March 13 th Joint FinCom/SB mtg 6pm	Police Department Fire Department Dispatch Animal Control	Board of Health Council on Aging Emergency Management Agency Historical Commission
Tuesday, March 19 th 7pm	Planning Board public hearing re proposed MBTA Communities zoning	
Wednesday, March 20 th Joint SB/FinCom mtg 6pm	Library Conservation Commission Planning Board Inspectional Services Board of Appeals	Parks & Rec Commission Open Space Committee Mill Pond Committee Bandstand Cultural Council
Wednesday, March 27 th Joint SB/FinCom mtg 6pm	Education Water Veterans' Services Harbormaster Finance Committee	Community Preservation Comm Transfers to/from Stabilization Essex County Retirement COLA & non-COLA adjustments Medicare (FICA)

Please note: *The order that topics are listed are not necessarily the order they will be reviewed. The Finance Committee Chairperson reserves the right to take up items out of order. The Committee will consider proposed Town Meeting warrant articles at the time that the article sponsor(s) appear before the Committee for review of proposed operating budgets, supplemental review at subsequent meetings if/as needed.*

Posted Schedule on 2/22/2024 at the Town Offices and the Town's Official Website www.wnewbury.org

3. Reserve Fund Transfer Request #1

TOWN OF WEST NEWBURY REQUEST FOR TRANSFER FROM THE RESERVE FUND

Fiscal Year: 2025

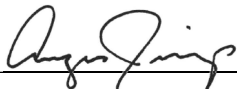
Date: 3/7/2024

To: Finance Committee

From: Angus Jennings, Town Manager

- 1) In accordance with Chapter 40, Section 6, of the Massachusetts General Laws, it is requested that \$ 20,000 be transferred from the Reserve Fund to the following account: 01-122-5300 (Select Board prof/tech svcs).
- 2) A total of \$ 10,000 has been appropriated for or transferred to the above account during the current fiscal year.
- 3) A list of all expenditures made or obligations incurred against the above account during the current fiscal year is attached.
- 4) The unobligated balance of the above account as of the date of this request is \$ 1,661.13.
- 5) The amount requested is needed to fund the costs of an Internal Affairs investigation in response to a complaint regarding the West Newbury Police Dept. The investigation is being outsourced to an outside investigator.
- 6) The need for the amount requested was unforeseen because the complaint was filed in January, 2024 (long after the current FY24 budget was prepared/approved). The complaint is beyond the scope of other complaints that are typically handled by Police Dept. personnel in accordance with the Department's policies and procedures.
- 7) Funding of this request cannot wait until the next ATM because the complaint must be timely investigated in compliance with the Department's policies and procedures and the requirements of the State POST Commission.

The undersigned will meet with the Finance Committee to discuss this request at its regular meeting scheduled upon request.

Signed: 

Signed: _____
Town Accountant

Finance Committee Action:

Date: _____

Number of Committee Voting: _____

The requested transfer of \$ _____ from the Reserve Fund to the Account is Approved Denied

If not approved, the rationale for the Committee's action was: _____

Signed: _____
Chair, West Newbury Finance Committee

Ledger History - Detail - Expenditure Ledger

Tran. Name	Comment	Payee	Beginning	Debit	Credit	Ending
Account: 01-122-5300-000000	Professional & Tech Services	Summary:	0.00	8,638.87	10,300.00	1,661.13
	Block/Batch:	Posted: 07/01/2023		0.00	10,000.00	10,000.00
Tran. Type: Beginning Balance		By: jwalsh				
ATM 42423 A4	Omnibus Budget			0.00	10,000.00	10,000.00
Warrant: 24-02A	Block/Batch: 24-02A/24-02A	Posted: 07/12/2023		300.00	0.00	9,700.00
Tran. Type: Payable		By: jwalsh				
MESA Review Fili	WPA Form 3 - NOI	Commonwealth of Mass - N		300.00	0.00	9,700.00
Warrant: 24-03	Block/Batch: 24-03/24-03	Posted: 07/19/2023		4,405.00	0.00	5,295.00
Tran. Type: Payable		By: kpetosky				
107833	GL Ref No. 2607029	Hilltop Securities		4,405.00	0.00	5,295.00
Warrant: 24-04	Block/Batch: 24-04/24-04	Posted: 07/26/2023		500.00	0.00	4,795.00
Tran. Type: Payable		By: kpetosky				
6989963		US Bank		500.00	0.00	4,795.00
Warrant: 24-02A	Block/Batch: 24-02A/24-02A	Posted: 08/03/2023		0.00	300.00	5,095.00
Tran. Type: Payable Reversal		By: jwalsh				
MESA Review Fili	Payable reversal due to voided check	Commonwealth of Mass - N		0.00	300.00	5,095.00
Warrant: 24-06	Block/Batch: 24-06/24-06	Posted: 08/09/2023		354.61	0.00	4,740.39
Tran. Type: Payable		By: kpetosky				
10100308	W0111454 - Invasive Plant Mngmnt	North of Boston Media Grou		208.46	0.00	4,886.54
4798 5100 5273 7		bankprov		110.00	0.00	4,776.54
4798 5100 5273 7		bankprov		36.15	0.00	4,740.39
Warrant: 24-10	Block/Batch: 24-10/24-10	Posted: 09/06/2023		500.00	0.00	4,240.39
Tran. Type: Payable		By: kpetosky				
4-2023-0444	Permit 4-2023-0444	Commonwealth of Mass		500.00	0.00	4,240.39
Warrant: 24-11	Block/Batch: 24-11/24-11	Posted: 09/13/2023		300.00	0.00	3,940.39
Tran. Type: Payable		By: kpetosky				
MESA Fee	Project Checklist Ash Street	Commonwealth of MA		300.00	0.00	3,940.39
Warrant: 24-13	Block/Batch: 24-13/24-13	Posted: 09/27/2023		300.00	0.00	3,640.39
Tran. Type: Payable		By: kpetosky				
MESA Fee	MESA Fee - River Rd Culvert Repair	Commonwealth of MA		300.00	0.00	3,640.39
Warrant: 24-16	Block/Batch: 24-16/24-16	Posted: 10/18/2023		320.70	0.00	3,319.69
Tran. Type: Payable		By: kpetosky				
10100308	AD ID 11243840 / 11243847	North of Boston Media Grou		320.70	0.00	3,319.69
Warrant: 24-19	Block/Batch: 24-19/24-19	Posted: 11/08/2023		8.56	0.00	3,311.13
Tran. Type: Payable		By: kpetosky				
Expense Reimb	Certified Mail	Reed Wendy		8.56	0.00	3,311.13
Warrant: 24-23	Block/Batch: 24-23/24-23	Posted: 12/06/2023		1,410.00	0.00	1,901.13

Parameters: Fiscal Year: 2024 Start Date: 7/1/2023 end: 6/30/2024

Ledger History - Detail - Expenditure Ledger

Tran. Name	Comment	Payee	Beginning	Debit	Credit	Ending
Account: 01-122-5300-000000	Professional & Tech Services		0.00	8,638.87	10,300.00	1,661.13
Summary:						
Tran. Type: Payable		By: kpetosky				
Sawmill Brook	Wire	Stein Title LLC		1,410.00	0.00	1,901.13
Warrant: 24-30	Block/Batch: 24-30/24-30	Posted: 01/24/2024		240.00	0.00	1,661.13
Tran. Type: Payable		By: kpetosky				
PW 24-31	1/17 Sanborn Hayden	Town of West Newbury		240.00	0.00	1,661.13
1 Account(s) totaling:			0.00	8,638.87	10,300.00	1,661.13

**Colando Investigative Services, LLC
Steven Fennessy, Private Investigator
377 Willard Street, #307
Quincy, MA 02169**

PROPOSAL TO PROVIDE INVESTIGATIVE SERVICES

This four (4) page proposal, dated March 2, 2024, is a proposal only to provide investigative services for a specific investigation, some details of which are described below, to the Town of West Newbury, Massachusetts and/or the West Newbury Police Department (collectively referred to as the “client”) by Colando Investigative Services, LLC.

About Colando Investigative Services, LLC

Colando Investigative Services, LLC is a one person operation formed in November 2021 soon after the retirement of its founder/owner, Steven Fennessy, from the Massachusetts State Police after 28 years of service. Since the inception of the firm, Colando Investigative Services, LLC has been hired by several town governments throughout the Commonwealth of Massachusetts for investigative services that are essentially internal investigations, that is, assessing the facts of the matter, conducting interviews, and following up with a comprehensive report with findings. Some of the cases have had media attention which can be found via an internet search engine.

Colando Investigative Services, LLC has also been previously hired for specific cases by two law firms in Boston.

Investigative Services to be provided:

Conduct an administrative investigation regarding a recent complaint submitted to the Town of West Newbury by [REDACTED] related to the alleged actions of particular members of the West Newbury Police Department on [REDACTED].

The complaint letter submitted by [REDACTED] describes allegations against particular West Newbury Police officers, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

The scope of the investigation will be to determine if there is a reasonable basis to conclude if any rules, regulations, policies, or procedures of the Town of West Newbury Police Department were violated by the officers named in the complaint letter submitted by [REDACTED] regarding the events of [REDACTED]. No recommendation for specific discipline will be offered and any recommendation of discipline will be exclusively that of the Town of West Newbury or the West Newbury Police Department and will not be provided by Colando Investigative Services, LLC.

The investigation will include, but not be limited to, a review of relevant documentation and/or other relevant information requested of and provided by the Town of West Newbury or the West Newbury Police Department, interviews of the relevant parties that have been identified or otherwise revealed during the course of the investigation as to the events which occurred on [REDACTED], and obtaining and reviewing court proceeding transcriptions of the criminal trial recordings which were recorded during the course of the trial of [REDACTED].

Upon conclusion of the investigation, a comprehensive written report with findings (Sustained; Not Sustained; Unfounded; or Exonerated) will be provided to the Town of West Newbury or the West Newbury Police Department, along with any and all agreed upon materials collected as part of the investigation.

All of the information, including the submitted comprehensive written report, shall be considered confidential and property of the Town of West Newbury, MA and any original documents will be returned with the final case jacket.

Such investigations can be a very time and labor intensive process, however, the investigation is expected to be completed within a reasonable timeframe based on, but not limited to, the seriousness of the allegations described in the complaint letter of [REDACTED] the amount of information obtained and reviewed, and the comprehensive written report that is expected by the Town of West Newbury as a result of the investigation.

Fees:

Investigative services hourly rate: **\$140.00 (one hundred forty dollars)** per investigative service hour. Final payment of fees is **not** contingent upon the client being satisfied with any outcome or result of the investigation. The hourly rate and investigative hours would apply to, but is not limited to, attending meetings, any type of material reviews or document reviews, interview preparation, conducting interviews, review/editing of the transcriptions of interviews, acquisition of and review of any transcriptions of court proceedings, written report preparation, and reasonable travel time.

Expenses: Expenses incurred including, but not limited to, database costs, interview transcripts, mailing costs, public information or public record fees, court proceeding transcription fees, photographs, case jacket material, and travel expenses will be billed to the client. Travel expenses (mileage door to door at the IRS approved rate of 67 cents [\$ 0.67] per mile) will be in addition to the hourly investigative service hourly rate.

Post investigation: The hourly wage and expenses described above will apply to any and all post investigation services requested by the Town of west Newbury. This includes, but is not limited to, the requested attendance at any type of hearing(s) or meeting(s) which occur as the result of the investigation.

Estimated Total Cost of Investigation:

The total cost to the Town of West Newbury for this investigation (not including any post investigation services described above) is estimated to not exceed **\$20,000.00 (twenty thousand dollars), including expenses.**

If, upon reaching 80% of this estimated cost, \$16,000.00, it is determined that more investigative hours and/or expenses are needed beyond the \$20,000.00 estimate, prior approval from the Town Manager of West Newbury will be obtained and a supplemental agreement will be executed between Colando Investigative Services, LLC and the Town of West Newbury and/or the West Newbury Police Department for continued investigative services.

Client agreement:

If the client enters into an agreement for investigative services with Colando Investigative Services, LLC, the client will be agreeing to provide all information relevant to the issues involved in these matters to the extent possible. Colando Investigative Services, LLC is **not** responsible for any pertinent and readily available material or information that was not provided or brought the attention of Colando Investigative Services, LLC and/or Steven Fennessy by the client or any other individual or agency during the course of the investigation.

If the client enters into an agreement for investigative services with Colando Investigative Services, LLC, the client will be agreeing to stay in contact with Colando Investigative Services, LLC during the investigation and to respond to any questions, including but not limited to, questions involving the status of any invoice after the investigation has been completed. Similarly, Colando Investigative Services, LLC will agree to update the client during the investigation upon request and to respond to questions involving the status of the investigation.

Access to and protection of Confidential Information:

Colando Investigative Services, LLC acknowledges that in the course of this investigation, it may have access to confidential information and agrees not to disclose any information without prior consent of the Town of West Newbury. Any information obtained as a result of the investigation will only be released to the Town of West Newbury and/or designated representatives of the Town of West Newbury.

Order to cooperate with investigation:

All employees of the Town of West Newbury will be ordered by their superiors to cooperate fully and truthfully with Colando Investigative Services, LLC during the course of the investigation and warned that any violation of this order is grounds for discipline up to and including termination.

Billing:

Colando Investigative Services, LLC will send itemized bills at the conclusion of the investigation or on a monthly basis depending on the length of the investigation. Payment(s) will be made by the client as soon as possible. Colando Investigative Services, LLC will also provide an Investigative Tracker outlining investigative hours, expenses, and travel (mileage). Payment(s) are expected to be made by the client 45 (forty-five) days from the date of invoice.

Signatures:

If this proposal is accepted by the Town of West Newbury, a separate agreement for investigative services to be provided will be executed by and between the Town of West Newbury and/or the West Newbury Police Department and Colando Investigative Services, LLC.

This proposal and the terms of this proposal will expire on March 31, 2024 in lieu of a formal agreement for investigative services being executed between the Town of West Newbury and Colando Investigative Services, LLC.

Respectfully submitted,

By Colando Investigative Services, LLC:

Name: /s/ Steven P. Fennessy _____ Date: March 2, 2024
Steven P. Fennessy

3. Reserve Fund Transfer Request #2

TOWN OF WEST NEWBURY REQUEST FOR TRANSFER FROM THE RESERVE FUND

Fiscal Year: FY24


Date: 3/11/24

To: Finance Committee

From: Board of Health

- 1) In accordance with Chapter 40, Section 6, of the Massachusetts General Laws, it is requested that \$ 15,410 be transferred from the Reserve Fund to the following account: 01-510-5293.
- 2) A total of \$ 36,915 has been appropriated for or transferred to the above account during the current fiscal year.
- 3) A list of all expenditures made or obligations incurred against the above account during the current fiscal year is attached.
- 4) The unobligated balance of the above account as of the date of this request is \$ 0.
- 5) The amount requested is needed to Comply with MA DEP's PFAS testing requirement
- 6) The need for the amount requested was unforeseen because MA DEP required this in a letter dated October 30, 2023
- 7) Funding of this request cannot wait until the next ATM because MA DEP requests that the testing be conducted in the Spring of 2024

The undersigned will meet with the Finance Committee to discuss this request at its regular meeting scheduled upon request.

Signed: 

Signed: _____
Town Accountant

Finance Committee Action:

Date: _____

Number of Committee Voting: _____

The requested transfer of \$ _____ from the Reserve Fund to the Account is Approved Denied

If not approved, the rationale for the Committee's action was: _____

Signed: _____
Chairman, West Newbury Finance Committee

(Rev. January 2022)

Steele Landfill Reserve Fund Transfer Information (3/11/24)

The original landfill budget was approved at \$36,315. A month into the fiscal year we learned that our monthly gas testing was going to increase \$50/month (total increase of \$600). This was brought to the BOH and the Town Manager attention. Ultimately \$600 was added to our budget at the October 2023 Town meeting, for a new budget total of **\$36,915**.

On October 30, 2023, we were notified by MA DEP that we needed to test the landfill & residential wells for the presence of PFAS. This would not need to occur until Spring of 2024. This new requirement was relayed to the BOH & Town Manager.

On November 28, 2023 via email MA DEP asked us to test the private wells during the Spring of 2024, rather than October 2024 (FY25) as originally planned.

The biannual testing of the groundwater for FY24 has also increased slightly due to increases analytical costs.

The budget increases for FY24 is as follows:

Biannual GW and surface waters increased **\$485**

New PFAS testing requirement for the GW & surface waters **\$7,020**

Private well testing for PFAS **\$12,220**

Private well testing for 1,4 – Dioxane **\$3,190**

Revised FY24 budget needed \$59,830

Approved FY24 budget (\$36,315) + (\$600) = \$36,915

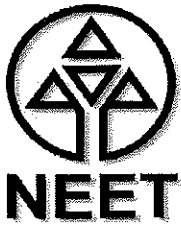
The BOH STM article (April 2024) will be reduced to \$7,505 if the reserve fund transfer is approved

Total Reserve Fund Transfer needed to complete the required private well testing for FY24 \$15,410

Parameters: Fiscal Year: 2024 Start Date: 7/1/2023 end: 6/30/2024

Ledger History - Detail - Expenditure Ledger

Tran. Name	Comment	Payee	Beginning	Debit	Credit	Ending
Account: 01-510-5293-000000	Steele Landfill Monitoring	Summary:	0.00	18,650.00	36,915.00	18,265.00
	Block/Batch:	Posted: 07/01/2023		0.00	36,315.00	36,315.00
Tran. Type: Beginning Balance		By: jwalsh				
ATM 42423 A4	Omnibus Budget			0.00	36,315.00	36,315.00
Warrant: 24-05	Block/Batch: 24-05/24-05	Posted: 08/02/2023		1,600.00	0.00	34,715.00
Tran. Type: Payable		By: kpetosky				
18041060BD	New England Environmental			1,600.00	0.00	34,715.00
Warrant: 24-11	Block/Batch: 24-11/24-11	Posted: 09/13/2023		1,600.00	0.00	33,115.00
Tran. Type: Payable		By: kpetosky				
18041068BE	New England Environmental			1,600.00	0.00	33,115.00
	Block/Batch:	Posted: 10/23/2023		0.00	600.00	33,715.00
Tran. Type: Beginning Balance		By: jwalsh				
STM 102323 A3	Budget Amendment			0.00	600.00	33,715.00
Warrant: 24-21	Block/Batch: 24-21/24-21	Posted: 11/22/2023		3,200.00	0.00	30,515.00
Tran. Type: Payable		By: kpetosky				
18041068BG	Steele Landfill Middle St	New England Environmental		1,600.00	0.00	32,115.00
18041068BF	Steele Landfill Middle St	New England Environmental		1,600.00	0.00	30,515.00
Warrant: 24-26	Block/Batch: 24-26/24-26	Posted: 12/27/2023		6,450.00	0.00	24,065.00
Tran. Type: Payable		By: kpetosky				
2347	Dump on Middle St	CS Lincoln Excavcation LLC		1,400.00	0.00	29,115.00
18041068BH		New England Environmental		5,050.00	0.00	24,065.00
Warrant: 24-27	Block/Batch: 24-27/24-27	Posted: 01/03/2024		4,200.00	0.00	19,865.00
Tran. Type: Payable		By: kpetosky				
18041070BJ	Steele Landfill Middle St	New England Environmental		1,600.00	0.00	22,465.00
18041068BI	Steele Landfill Middle St	New England Environmental		2,600.00	0.00	19,865.00
Warrant: 24-35	Block/Batch: 24-35/24-35	Posted: 02/28/2024		1,600.00	0.00	18,265.00
Tran. Type: Payable		By: kpetosky				
18041068BK	New England Environmental			1,600.00	0.00	18,265.00
1 Account(s) totaling:			0.00	18,650.00	36,915.00	18,265.00



January 16, 2024
Proposal P-3435

Mr. Paul Sevigny
West Newbury Board of Health
381 Main Street
West Newbury, MA 01985

**Re: *Steele Landfill, Middle Street, West Newbury, MA
FY 2024 Potable Water Supply Sampling and Analysis for 1,4-Dioxane***

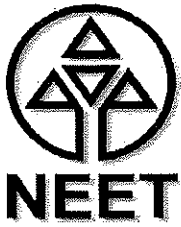
Dear Mr. Sevigny,

New England Environmental Technologies Corporation (NEET) is pleased to provide you with this proposal for services relating to the sampling and analysis of private water supplies located within 500 feet of the Steele Landfill. The purpose of this effort is to provide water quality data specific to 1,4-Dioxane, a common groundwater contaminant.

Groundwater sampling shall be conducted in accordance with methods approved by the MADEP. The analytical protocol employed shall be capable of detecting and reporting the contaminant of concern (COC) to a concentration equal to or less than the drinking water standard of 0.3 ppb for 1,4-Dioxane as established by the MADEP. The West Newbury Board of Health has identified seven (7) individual residential water supplies to be sampled and analyzed for the subject COC.

The samples will be obtained from the individual private water supplies using appropriate protocols and properly preserved. The water samples will be gathered from an access point prior to any water supply filtration or treatment system. The samples will be forwarded to a Massachusetts Certified Laboratory under a detailed chain of custody procedure. All sampling and analytical reports will be accompanied by a QA/QC information package. The analytical results will be made available to the Town of West Newbury within 30 days of sample collection. The reported data will be summarized in a tabulated format.

This scope of service includes the personnel, equipment and analytical procedures necessary to complete the stated project objective.



January 16, 2024
Proposal P-3435

This quotation and commitment if consummated is limited to the scope of services as outlined and does not encompass the cost associated with an expanding work effort involving additional assessment or remedial activities, DEP reporting and/or notification, or additional sampling and analysis activities which may be deemed necessary in the formulation of a sound professional opinion pertaining to site status. Changes in work scope, if necessary, will be conducted only with the client's express knowledge and consent.

Sincerely,

John Clement
President



January 16, 2024
Proposal P-3435

Mr. Paul Sevigny
West Newbury Board of Health
381 Main Street
West Newbury, MA 01985

**Re: *Steele Landfill, Middle Street, West Newbury, MA
FY 2024 Potable Water Supply Sampling and Analysis***

This Proposal for Services and the Statement of Terms and Conditions are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of Client. The signatory to this contract having read, understood and accepted this work scope and enclosed Terms & Conditions hereby provides his/her personal guaranty of timely payment to NEET Corporation for the full amount of the project cost in the event of non-payment or default for whatever reason, if this contract is executed on behalf of, in the name of, or for a corporate entity or trust.

Corporate Name: Town of West Newbury

Signature Robert P. Jones Title Chair

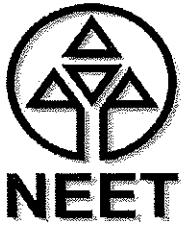
Printed Name Robert P. Jones Date 3/11/24

Estimate is based on 7 sampling locations and 7 analyses

Field Services 8 hours @ \$135/hour.	\$1,080.00
Analytical Services 7 @ \$230 each.	\$1,610.00
Summary Report.	\$500.00
Less 50% deposit	Waived
Balance due upon completion of work scope	\$3,190.00

<<<<<< PRICE QUOTES VALID FOR 30 DAYS >>>>>>

New England Environmental Technologies 145 S. Broadway, Haverhill, Massachusetts 01835
Phone 978-521-1111 www.NEETCO.com Fax (978) 891-5424



January 16, 2024
Proposal P-3435

STATEMENT OF TERMS AND CONDITIONS

This Proposal for Services dated above, File No. P-3435, New England Environmental Technologies, Corp. Company") and Client hereby agrees as follows:

Section 1. Services to be Provided. Company hereby agrees to provide Client with the services set forth in the Proposal for Service under the terms and conditions set forth herein.

Section 2. Billing and Payment. Client agrees to pay Company in accordance with the rates and charges set forth in the attached Proposal for Services. Invoices for Company's services will be as specified within Proposal. All such invoices shall be due and payable upon submission. Client acknowledges and agrees that in the event that timely payment is not made, the overdue balance shall bear interest at 1-1/2 percent per month or the maximum lawful allowable rate as set forth in Company's Invoices. It is further understood and agreed that if Client fails to pay any invoice due to Company within fifteen (15) days after the date of billing, Company, without waiving any other claim or right against Client, and without liability whatsoever to Client, may terminate its performance of services. In addition, it is expressly understood and agreed that client shall pay any and all charges which Company may incur with regard to collection of outstanding balances over sixty days. These charges may include but are not limited to collection agency fees, court costs and/or attorney's fees.

Section 3. Right of Entry. Client hereby grants to Company or represents and warrants (if the Site is not owned by Client) that permission has been duly granted for a Right of Entry from time to time, by Company, its agents, staff, consultants, and contractors or subcontractor, upon the Site for the purpose of performing and with the right to perform all acts, assessments, and research, including without limitation the making of test borings and other soil compilings, pursuant to the Scope of Services.

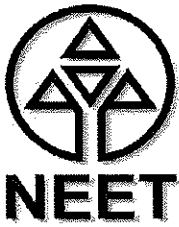
Section 4. Subsurface Explorations.

a. Normal Disturbance. Client hereby recognizes that the use of exploration equipment may unavoidably affect, alter, or damage the terrain and affect vegetation, buildings, structures, and equipment in, at, or upon the Site. Client accepts the fact that this is inherent in Company's work and will not hold Company liable or responsible for any such reasonable effect, alteration, or damage. Company will take reasonable precautions to limit damage to Site, but the cost for restoration of damage that may result from our operations has not been included in our fee. If Company is required to restore the land to its former condition, this will be accomplished, and the cost will be added to our fee.

b. Damage to Latent Subterranean Structures. Company will exercise due and reasonable care in locating subterranean structures in the vicinity where proposed subsurface explorations are to be made. This will include contact with appropriate public utilities, review of plans provided by public agencies, and review of plans and information provided by Client and/or the Owner of the Site relating to the location of subterranean structures. Provided Company has proceeded with due and reasonable care, Company cannot be liable for damages or injury arising from damage to or interference with subterranean structures (including, without limitation, pipes, tanks, telephone cables, etc.) which are not called to Company's attention and /or not correctly shown on the plans furnished by Client or others in connection with work performed under this agreement.

Section 5. Sample Disposition. Company will preserve such soil, water, and other samples, if any, obtained from the Site for such period of time as Company in its sole discretion deems appropriate. No such samples will be discarded before thirty (30) days after completion of the Service without prior written notice to Client, provided, however, that samples on which soil or chemical laboratory testing has been performed may be thereafter discarded by Company without such notification. Samples will be available at Company's office for inspection by Client and others authorized by Client; samples will be shipped to a location selected by Client at Client's expense.

Section 6. Standard of Care. Client agrees that Company's services are on behalf of and for the exclusive use of Client for the purposes set forth in the Proposal for Services. Client recognizes that Company's services require decisions which are not based upon pure science but rather upon judgmental considerations. Company will perform services in accordance with generally accepted practices of environmental engineers/scientists undertaking similar Assessments in the same locale under like or identical circumstances. Client agrees that such services will be rendered without any other warranty, express or implied.



January 16, 2024
Proposal P-3435

Section 7. Documents. All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by Company as instruments of service shall remain the property of Company. Client agrees that all reports and other work furnished to Client or its agents shall be utilized by Client solely for the intended purposes of the Service. Company will retain all pertinent records relating to the services performed for a period of five (5) years following submission of the report of the Service, during which period the records will be made available to Client at Company's office at all reasonable times. Copies will be prepared by Company for Client for reasonable cost of reproduction/transmittal.

Section 8. Charge of Site. Company, by virtue of providing the services described in the Proposal for Services, does not assume the responsibility of the person in charge of the Site, or otherwise undertake responsibility for reporting to any federal, state, or local public agencies any conditions at the Site that may present a potential danger to public health, safety, or the environment. Client acknowledges that it is Client's responsibility to notify the appropriate federal, state, or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to public health, safety, or the environment.

Section 9. Confidentiality. Company will not intentionally divulge information regarding its services other than to parties designated by Client in writing. Information that is in the public domain or is provided to Company by third parties is excepted from the foregoing. Notwithstanding the above, Company will exercise its best efforts to comply with federal, state, county, and municipal laws, regulations, ordinances, and legal obligations regarding the reporting of findings to appropriate public agencies. Client agrees to hold Company harmless against any and all claims, demands, suits, or liabilities resulting from such actions by Company.

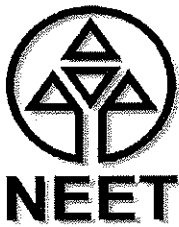
Section 10. Client's Duty to Notify of Hazards. Client agrees to advise Company promptly of any hazardous substances or any condition known by Client to exist in, on, or near the Site presenting a potential danger to human health or the environment. If Client fails to advise Company or, notwithstanding such advice, unanticipated occurrences of such substances or conditions are discovered during the course of the work, and such discovery in the judgment of Company results in or may result in injury or a health risk to persons, whether Company's personnel, Client's personnel, or others, Client agrees that it shall assume full responsibility and liability and shall hold Company harmless from any or all claims, demands, suits, or liabilities for personal injury including disease, medical expenses, including but not limited to continued health monitoring and/or death, property damage, and economic loss, including consequential damages.

Section 11. Hazardous Waste Disposal. Client specifically agrees to defend, hold harmless, and indemnify Company from and against any and all claims and liabilities resulting from:

- a. Client's violation of any federal, state, or local statute, regulation, or ordinance relating to hazardous waste, including without limitation the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act, and Massachusetts General Laws Chapter 21;
- b. Client's direct or indirect undertaking of or arrangement for the treatment, storage, disposal, or transportation of hazardous materials or oil found or identified at the Site;
- c. Changed conditions or waste materials introduced to the Site by Client or third persons after the completion of the study.

Section 12. Disposal of Samples. In the event that samples collected from the Site contain substances defined as hazardous by federal, state, or local statutes, regulations, or ordinances, Company will either (i) dispose of such samples by contract with a qualified waste disposal contractor; or (ii) will ship such samples to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of samples. In the event any sample must be stored by Company for a period in excess of thirty (30) days, Client agrees to pay an additional fee charged in accordance with the Company's standard laboratory schedule.

Section 13. Collection Expense; Attorney's Fees. If Company is required to assign any claim involving this contract for collection and/or to institute legal action to enforce this agreement and/or recover possession of any of Company's equipment, client agrees to pay (in addition to any sum payable under the contract) the reasonable costs and expenses incurred by Company, including attorney fees, court costs, and the fair market value for any time during which any principal, employee or agent of the Company pursues recovery of Company's equipment or collection of fees due under the terms of the contract.



January 16, 2024
Proposal P-3436

Mr. Paul Sevigny
West Newbury Board of Health
381 Main Street
West Newbury, MA 01985

**Re: *Steele Landfill, Middle Street, West Newbury, MA
FY 2024 Potable Water Supply Sampling and Analysis for PFAS Compounds***

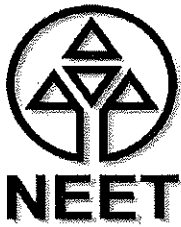
Dear Mr. Sevigny,

In a correspondence dated October 30, 2023, the Massachusetts Department of Environmental Protection (MADEP) notified the West Newbury Board of Health that the current environmental monitoring program associated with the inactive Steele Landfill was required to be updated to include the sampling and analysis of PFAS compounds at residential water supplies located within 500 feet of the landfill. New England Environmental Technologies Corporation (NEET) is pleased to provide you with this proposal for services relating to the sampling and analysis of the identified private water supplies located within 500 feet of the Steele Landfill.

Groundwater sampling shall be conducted in accordance with methods approved by the MADEP. The analytical protocol employed shall be capable of detecting and reporting the contaminant of concern (COC) to a concentration equal to or less than the drinking water standard of 20 part per trillion (ppt) for PFAS compounds as established by the MADEP. The West Newbury Board of Health has identified seven (7) individual residential water supplies to be sampled and analyzed for the subject COC.

The samples will be obtained from the individual private water supplies using the protocols as established by the MADEP. The sampling protocol requires gathering water samples from before and after residential water treatment systems where present. Each sample must include the analysis of a field blank. The samples will be forwarded to a Massachusetts Certified Laboratory under a detailed chain of custody procedure. All sampling and analytical reports will be accompanied by a QA/QC information package. The analytical results will be made available to the Town of West Newbury within 30 days of sample collection. The reported data will be summarized in a tabulated format.

This scope of service includes the personnel, equipment and analytical procedures necessary to complete the stated project objective.

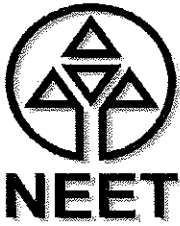


January 16, 2024
Proposal P-3436

This quotation and commitment if consummated is limited to the scope of services as outlined and does not encompass the cost associated with an expanding work effort involving additional assessment or remedial activities, DEP reporting and/or notification, or additional sampling and analysis activities which may be deemed necessary in the formulation of a sound professional opinion pertaining to site status. Changes in work scope, if necessary, will be conducted only with the client's express knowledge and consent.

Sincerely,

John Clement
President



January 16, 2024
Proposal P-3436

Mr. Paul Sevigny
West Newbury Board of Health
381 Main Street
West Newbury, MA 01985

**Re: *Steele Landfill, Middle Street, West Newbury, MA
FY 2024 Potable Water Supply Sampling and Analysis for PFAS Compounds***

This Proposal for Services and the Statement of Terms and Conditions are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of Client. The signatory to this contract having read, understood and accepted this work scope and enclosed Terms & Conditions hereby provides his/her personal guaranty of timely payment to NEET Corporation for the full amount of the project cost in the event of non-payment or default for whatever reason, if this contract is executed on behalf of, in the name of, or for a corporate entity or trust.

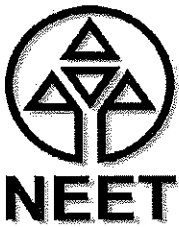
Corporate Name: Town of West Newbury
Signature: *Robert P. June* Title: Chair
Printed Name: Robert P. June Date: 3/11/24

Estimate is based on 7 sampling locations and 28 analyses

Field Services 8 hours @ \$135/hour.	\$1,080.00
Analytical Services 28 @ \$380 each.	\$10,640.00
Summary Report.	\$500.00
Less 50% deposit	Waived
Balance due upon completion of work scope	\$12,220.00

<<<<<< PRICE QUOTES VALID FOR 30 DAYS >>>>>>

New England Environmental Technologies 145 S. Broadway, Haverhill, Massachusetts 01835
Phone 978-521-1111 www.NEETCO.com Fax (978) 891-5424



January 16, 2024
Proposal P-3436

STATEMENT OF TERMS AND CONDITIONS

This Proposal for Services dated above, File No. P-3436, New England Environmental Technologies, Corp. Company") and Client hereby agrees as follows:

Section 1. Services to be Provided. Company hereby agrees to provide Client with the services set forth in the Proposal for Service under the terms and conditions set forth herein.

Section 2. Billing and Payment. Client agrees to pay Company in accordance with the rates and charges set forth in the attached Proposal for Services. Invoices for Company's services will be as specified within Proposal. All such invoices shall be due and payable upon submission. Client acknowledges and agrees that in the event that timely payment is not made, the overdue balance shall bear interest at 1-1/2 percent per month or the maximum lawful allowable rate as set forth in Company's Invoices. It is further understood and agreed that if Client fails to pay any invoice due to Company within fifteen (15) days after the date of billing, Company, without waiving any other claim or right against Client, and without liability whatsoever to Client, may terminate its performance of services. In addition, it is expressly understood and agreed that client shall pay any and all charges which Company may incur with regard to collection of outstanding balances over sixty days. These charges may include but are not limited to collection agency fees, court costs and/or attorney's fees.

Section 3. Right of Entry. Client hereby grants to Company or represents and warrants (if the Site is not owned by Client) that permission has been duly granted for a Right of Entry from time to time, by Company, its agents, staff, consultants, and contractors or subcontractor, upon the Site for the purpose of performing and with the right to perform all acts, assessments, and research, including without limitation the making of test borings and other soil compilings, pursuant to the Scope of Services.

Section 4. Subsurface Explorations.

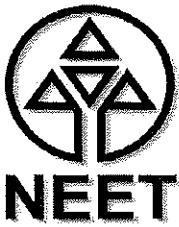
a. Normal Disturbance. Client hereby recognizes that the use of exploration equipment may unavoidably affect, alter, or damage the terrain and affect vegetation, buildings, structures, and equipment in, at, or upon the Site. Client accepts the fact that this is inherent in Company's work and will not hold Company liable or responsible for any such reasonable effect, alteration, or damage. Company will take reasonable precautions to limit damage to Site, but the cost for restoration of damage that may result from our operations has not been included in our fee. If Company is required to restore the land to its former condition, this will be accomplished, and the cost will be added to our fee.

b. Damage to Latent Subterranean Structures. Company will exercise due and reasonable care in locating subterranean structures in the vicinity where proposed subsurface explorations are to be made. This will include contact with appropriate public utilities, review of plans provided by public agencies, and review of plans and information provided by Client and/or the Owner of the Site relating to the location of subterranean structures. Provided Company has proceeded with due and reasonable care, Company cannot be liable for damages or injury arising from damage to or interference with subterranean structures (including, without limitation, pipes, tanks, telephone cables, etc.) which are not called to Company's attention and /or not correctly shown on the plans furnished by Client or others in connection with work performed under this agreement.

Section 5. Sample Disposition. Company will preserve such soil, water, and other samples, if any, obtained from the Site for such period of time as Company in its sole discretion deems appropriate. No such samples will be discarded before thirty (30) days after completion of the Service without prior written notice to Client, provided, however, that samples on which soil or chemical laboratory testing has been performed may be thereafter discarded by Company without such notification. Samples will be available at Company's office for inspection by Client and others authorized by Client; samples will be shipped to a location selected by Client at Client's expense.

Section 6. Standard of Care. Client agrees that Company's services are on behalf of and for the exclusive use of Client for the purposes set forth in the Proposal for Services. Client recognizes that Company's services require decisions which are not based upon pure science but rather upon judgmental considerations. Company will perform services in accordance with generally accepted practices of environmental engineers/scientists undertaking similar Assessments in the same locale under like or identical circumstances. Client agrees that such services will be rendered without any other warranty, express or implied.

New England Environmental Technologies 145 S. Broadway, Haverhill, Massachusetts 01835
Phone 978-521-1111 www.NEETCO.com Fax (978) 891-5424



January 16, 2024
Proposal P-3436

Section 7. Documents. All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by Company as instruments of service shall remain the property of Company. Client agrees that all reports and other work furnished to Client or its agents shall be utilized by Client solely for the intended purposes of the Service. Company will retain all pertinent records relating to the services performed for a period of five (5) years following submission of the report of the Service, during which period the records will be made available to Client at Company's office at all reasonable times. Copies will be prepared by Company for Client for reasonable cost of reproduction/transmittal.

Section 8. Charge of Site. Company, by virtue of providing the services described in the Proposal for Services, does not assume the responsibility of the person in charge of the Site, or otherwise undertake responsibility for reporting to any federal, state, or local public agencies any conditions at the Site that may present a potential danger to public health, safety, or the environment. **Client acknowledges that it is Client's responsibility to notify the appropriate federal, state, or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to public health, safety, or the environment.**

Section 9. Confidentiality. Company will not intentionally divulge information regarding its services other than to parties designated by Client in writing. Information that is in the public domain or is provided to Company by third parties is excepted from the foregoing. Notwithstanding the above, Company will exercise its best efforts to comply with federal, state, county, and municipal laws, regulations, ordinances, and legal obligations regarding the reporting of findings to appropriate public agencies. Client agrees to hold Company harmless against any and all claims, demands, suits, or liabilities resulting from such actions by Company.

Section 10. Client's Duty to Notify of Hazards. Client agrees to advise Company promptly of any hazardous substances or any condition known by Client to exist in, on, or near the Site presenting a potential danger to human health or the environment. If Client fails to advise Company or, notwithstanding such advice, unanticipated occurrences of such substances or conditions are discovered during the course of the work, and such discovery in the judgment of Company results in or may result in injury or a health risk to persons, whether Company's personnel, Client's personnel, or others, Client agrees that it shall assume full responsibility and liability and shall hold Company harmless from any or all claims, demands, suits, or liabilities for personal injury including disease, medical expenses, including but not limited to continued health monitoring and/or death, property damage, and economic loss, including consequential damages.

Section 11. Hazardous Waste Disposal. Client specifically agrees to defend, hold harmless, and indemnify Company from and against any and all claims and liabilities resulting from:

- a. Client's violation of any federal, state, or local statute, regulation, or ordinance relating to hazardous waste, including without limitation the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act, and Massachusetts General Laws Chapter 21;
- b. Client's direct or indirect undertaking of or arrangement for the treatment, storage, disposal, or transportation of hazardous materials or oil found or identified at the Site;
- c. Changed conditions or waste materials introduced to the Site by Client or third persons after the completion of the study.

Section 12. Disposal of Samples. In the event that samples collected from the Site contain substances defined as hazardous by federal, state, or local statutes, regulations, or ordinances, Company will either (i) dispose of such samples by contract with a qualified waste disposal contractor; or (ii) will ship such samples to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of samples. In the event any sample must be stored by Company for a period in excess of thirty (30) days, Client agrees to pay an additional fee charged in accordance with the Company's standard laboratory schedule.

Section 13. Collection Expense; Attorney's Fees. If Company is required to assign any claim involving this contract for collection and/or to institute legal action to enforce this agreement and/or recover possession of any of Company's equipment, client agrees to pay (in addition to any sum payable under the contract) the reasonable costs and expenses incurred by Company, including attorney fees, court costs, and the fair market value for any time during which any principal, employee or agent of the Company pursues recovery of Company's equipment or collection of fees due under the terms of the contract.



Department of Environmental Protection

Northeast Regional Office • 150 Presidential Way Woburn, MA 01801 • 978-694-3200

Maura T. Healey
Governor

Kimberley Driscoll
Lieutenant Governor

Rebecca L. Tepper
Secretary

Bonnie Heiple
Commissioner

October 30, 2023

West Newbury Board of Health
381 Main Street
West Newbury, MA 01985

Attention: Paul Sevigny

RE: WEST NEWBURY – Solid Waste Management
Steele Landfill
Middle Street/Georgetown Road
SMS Number: 39872

**Updated Requirements for
Landfill Environmental Monitoring**

Dear Mr. Sevigny:

The Massachusetts Department of Environmental Protection, Northeast Regional Office, Bureau of Air and Waste, Solid Waste Management Section (MassDEP) is issuing this correspondence to the Town of West Newbury (the Town) regarding the Town's closed and capped Steele Landfill located at the corner of Middle Street and Georgetown Road in West Newbury, MA (the Landfill).

The Landfill is currently in post-closure status, pursuant to a Closure Certification Approval issued by MassDEP in May 1995, with an updated environmental monitoring program approved by MassDEP on October 31, 2018. The current monitoring program for the Landfill includes, but is not limited to, semi-annual collection and analysis of water samples from on-site groundwater monitoring wells and surface water locations, as well as the collection and analysis of water samples from private potable wells every three years that serve the residences located at 20, 24, and 37 Middle Street, and 115, 116, 118, and 120 Georgetown Road in West Newbury.

As part of MassDEP's ongoing statewide efforts to address Per- and Polyfluoroalkyl Substances (PFAS), MassDEP and other federal and state environmental agencies have become aware that municipal solid waste landfills are potential sources of PFAS in groundwater and surface water.

Per & Polyfluoroalkyl Substances

Per- and polyfluoroalkyl substances ("PFAS") are a family of chemicals used since the 1950s to manufacture stain resistant, water resistant, and non-stick products. PFAS are widely used in common consumer products as coatings, on food packaging, outdoor clothing, carpets, leather goods, ski, and snowboard waxes, and more. Certain types of firefighting foam historically used by the U.S. military, local fire departments, and airports to fight oil and gasoline fires may contain PFAS. Landfills can be

This information is available in alternate format. Please contact Melixza Esenyie at 617-626-1282.
TTY# MassRelay Service 1-800-439-2370
MassDEP Website: www.mass.gov/dep

Printed on Recycled Paper

sources of PFAS because they are the ultimate repositories for PFAS-contaminated industrial waste, sewage sludge from wastewater treatment facilities, and waste from site mitigation, as well as for PFAS-bearing consumer wastes.

Because PFAS are water soluble and highly resistant and, PFAS from firefighting foams, manufacturing sites, landfills, spills, air deposition from factories and other releases can seep into surface soils. From there PFAS can leach into groundwater and surface water and result in contamination of drinking water as well as impacts to fish and wildlife.

PFAS Regulations/Standards

On December 13, 2019, the MassDEP revised the Massachusetts Contingency Plan (MCP) to include Reportable Concentrations and cleanup standards for soil and groundwater to address sites contaminated with PFAS. On October 2, 2020, the MassDEP published its PFAS drinking water standard or Massachusetts Maximum Contaminant Level (“MMCL”) of 20 nanograms per liter (“ng/L”), or parts per trillion (“ppt”) applicable to community (“COM”) and non-transient non-community (“NTNC”) systems for the sum of the concentrations of six (6) specific PFAS (“PFAS6”). The Massachusetts Drinking Water Regulations, 310 CMR 22.00 (“Drinking Water Regulations”) were revised to reflect these requirements. This drinking water standard is set to be protective against adverse health effects for all people consuming water containing PFAS6. The six (6) specific PFAS are:

- Perfluorodecanoic Acid (“PFDA”)
- Perfluoroheptanoic Acid (“PFH_pA”)
- Perfluorohexanesulfonic Acid (“PFH_sS”)
- Perfluorononanoic Acid (“PFNA”)
- Perfluorooctanesulfonic Acid (“PFOS”)
- Perfluorooctanoic Acid (“PFOA”)

MassDEP maintains an up-to-date public outreach website for PFAS issues at the following address:
<https://www.mass.gov/info-details/per-and-polyfluoroalkyl-substances-pfas>

This letter is to alert the Town of West Newbury that MassDEP is now requiring sampling and analysis for PFAS compounds as part of the Landfill’s environmental monitoring plan. This letter requires the Town of West Newbury to include sampling and analysis for PFAS compounds in the upcoming environmental monitoring event for the Landfill, scheduled in Spring 2024. MassDEP has the authority to require such sampling and analysis for PFAS compounds based on 310 CMR 19.132(2)(h), which states that “...at a minimum, the owner or operator shall analyze surface and ground water samples for the following parameters [a list then follows], unless otherwise approved by the Department based on review of past monitoring results or other relevant information ... and, (4) any additional parameters required by the Department.”

CONDITIONS

1. Beginning with the next environmental monitoring event (scheduled for Spring 2024), the Town of West Newbury shall include sampling and analysis for PFAS, together with all other required parameters, at each groundwater monitoring well, surface water/leachate sampling location specified in the October 31, 2018 approval, and the private wells that serve the residences located at 20, 24, and 37 Middle Street, and 115, 116, 118, and 120 Georgetown Road in West Newbury. Thereafter, The Town shall continue to conduct PFAS monitoring during each landfill

environmental monitoring event in accordance with the Landfill's ongoing environmental monitoring plan and the requirements of this letter, unless and until MassDEP approves in writing a request supported with adequate data for a reduction in such monitoring.

2. PFAS monitoring shall include sampling for Per- and Polyfluoroalkyl Substances, with laboratory analysis by EPA Method 537.1 for the full list of method analytes. PFAS sampling shall be performed as outlined in the MassDEP's June 2021 *Field Sampling Guide for PFAS*. (Internet link: <https://www.mass.gov/doc/field-sampling-guide-for-pfas/download>).
3. PFAS analyses shall be performed by laboratories that are approved by MassDEP pursuant to 310 CMR 42.000: *Certification and Operation of Environmental Analysis Laboratories*.
4. The MMCL standard of 20 ng/l (parts-per-trillion) is for the sum of six specified PFAS compounds: perfluorooctane sulfonic acid (PFOS); perfluorooctanoic acid (PFOA); perfluorohexane sulfonic acid (PFHxS or PFSxS); perfluorononanoic acid (PFNA); perfluoroheptanoic acid (PFHpA), and perfluorodecanoic acid (PFDA). When some, or all, of these compounds occur together in drinking water, the detected concentrations for these PFAS compounds should be summed and compared to the MCL.
5. For each private well, samples of potable water shall be collected both before and after any water filtration/treatment, if present. The summary report accompanying the analytical results shall clearly indicate if filtration/treatment is present at each residence.
6. The results of the environmental monitoring required above shall be submitted to MassDEP and to the West Newbury Board of Health within 60 days of the date of sampling, in accordance 310 CMR 19.132. In addition:
 - a. The Town or its consulting engineer shall notify MassDEP of any exceedances of any regulatory standards within the applicable notification periods pursuant to the Massachusetts Contingency Plan at 310 CMR 40.0000 (i.e., within 2 hours if PFAS6 detected in a private drinking water well is equal to or greater than the RCGW-1 reportable concentration of 20 ppt, or within 72 hours if PFAS6 is detected in groundwater within 500 feet of a private water supply well at a concentration equal to or greater than the RCGW-1 reportable concentration of 20 ppt), the Solid Waste Management regulations at 310 CMR 19.000; or if no other regulatory standard applies, within 7 days of obtaining knowledge of the condition.
 - b. The Town shall provide copies of analytical results to the private well owner and occupants of properties served by the private well within 60 days of the date of sampling.
 - c. If analytical results exceed regulatory standards in private drinking water samples, the Town shall take remedial steps necessary to protect public health and safety, as required by MassDEP pursuant to 310 CMR 19.000.
 - d. The Town shall comply with the requirements at 310 CMR 40.0114 for the site to be deemed adequately regulated pursuant to 310 CMR 40.0000, the Massachusetts Contingency Plan. The Town shall comply with the requirements of 310 CMR 40.0000, the Massachusetts Contingency Plan including, but not limited to, section 310 CMR 40.0114: *Solid Waste Management Facilities*.

7. If the owners or occupants of any of the residences with private wells decline to grant access for sampling purposes, the Town shall provide to MassDEP written documentation of both the request and the refusal.
8. These requirements do not otherwise supersede or alter any other provisions of the monitoring requirements specified in the October 31, 2018 approval.

MassDEP understands you may have questions or need technical assistance on incorporating PFAS compounds into the environmental monitoring plan for the Landfill. If you have any questions concerning this matter, please email John Morey at john.morey@mass.gov.

Sincerely,

This final document copy is being provided to you electronically by the Department of Environmental Protection. A signed copy of this document is on file at the DEP office listed on the letterhead.

Mark G. Fairbrother
Section Chief
Solid Waste Management

John P. Morey
Environmental Analyst
Solid Waste Management

MGF/JPM/jpm

Enclosure: Communication for Non-English-Speaking Parties

cc: West Newbury Board of Health
Email: psevigny@wnewbury.org

John H. Clement
New England Environmental Technologies Corporation
145 South Main Street
Haverhill, MA 01835



TOWN OF WEST NEWBURY
PROPOSED FY25 OPERATING BUDGET
 Updated draft: March 12, 2024

Name	FY22	FY23	FY24	FY25 TM	Change from FY24		Increase as % of total increase	FY25 FinCom	FinCom
	Actual	Actual	Amended	Proposed	\$	%		Proposed	change from TM
General Government									
MODERATOR	230	200	260	260	0	0.0%	0.0%	260	0
SELECT BOARD	40,609	21,149	13,940	27,060	13,120	94.1%	1.3%	15,960	(11,100)
TOWN MANAGER	321,610	265,886	334,685	423,186	88,501	26.4%	8.9%	418,986	(4,200)
FINANCE DEPARTMENT	254,515	294,709	326,336	364,452	38,116	11.7%	3.8%	364,452	0
FINANCE COMMITTEE	1,312	919	42,000	52,000	10,000	23.8%	1.0%	42,000	(10,000)
BOARD OF ASSESSORS	173,887	165,833	165,372	168,581	3,209	1.9%	0.3%	168,581	0
LEGAL COUNSEL	53,677	65,124	82,349	82,127	(222)	-0.3%	0.0%	82,127	0
TOWN CLERK	125,300	141,166	156,594	156,262	(332)	-0.2%	0.0%	156,262	0
BOARD OF REGISTRARS/ELECTIONS	10,965	20,994	18,770	21,950	3,180	16.9%	0.3%	21,950	0
CONSERVATION COMMISSION	31,894	41,171	76,506	84,295	7,789	10.2%	0.8%		
PLANNING BOARD	67,175	66,981	80,163	78,944	(1,219)	-1.5%	-0.1%		
BOARD OF APPEALS	700	0	700	1,400	700	100.0%	0.1%		
OPEN SPACE COMMITTEE	69	0	750	750	0	0.0%	0.0%		
Public Safety									
POLICE DEPARTMENT	1,195,914	1,219,223	1,195,755	1,299,568	103,813	8.7%	10.5%		
FIRE DEPARTMENT	282,867	251,720	320,919	328,091	7,172	2.2%	0.7%		
PUBLIC SAFETY DISPATCH	266,322	284,827	327,848	341,366	13,518	4.1%	1.4%		
INSPECTION DEPARTMENT	138,480	141,728	151,738	157,449	5,711	3.8%	0.6%		
EMERGENCY MANAGEMENT	10,769	8,643	12,413	12,601	188	1.5%	0.0%		
ANIMAL CONTROL OFFICER	25,898	26,858	27,503	32,268	4,765	17.3%	0.5%		
HARBORMASTER	2,500	3,038	4,000	4,500	500	12.5%	0.1%		
Education									
EDUCATION	9,151,440	9,441,244	9,853,378	10,155,327	301,949	3.1%	30.5%		
Department of Public Works									
DPW	1,368,664	1,357,891	1,550,438	1,665,094	114,656	7.4%	11.6%	1,635,094	(30,000)
Human Services									
BOARD OF HEALTH	548,546	586,092	653,233	689,530	36,297	5.6%	3.7%		
COUNCIL ON AGING	93,331	113,438	123,482	125,563	2,081	1.7%	0.2%		
VETERANS	32,804	30,733	34,872	34,300	(572)	-1.6%	-0.1%		
LIBRARY	369,714	393,022	422,234	429,016	6,782	1.6%	0.7%		
RECREATION	25,349	21,627	48,372	27,332	(21,040)	-43.5%	-2.1%		
HISTORICAL COMMISSION	0	600	600	600	0	0.0%	0.0%		
CULTURAL COUNCIL	0	0	100	100	0	0.0%	0.0%		
Debt Service									
DEBT SERVICE	313,950	297,950	0	0	0	#DIV/0!	0.0%		
Benefits									
ESSEX COUNTY RETIREMENT FUND	731,432	805,419	675,135	911,931	236,796	35.1%	23.9%		



TOWN OF WEST NEWBURY
PROPOSED FY25 OPERATING BUDGET
 Updated draft: March 12, 2024

UNEMPLOYMENT INSURANCE	439	0	1,200	1,200	0	0.0%	0.0%		
EMPLOYEES' HEALTH INSURANCE	406,997	427,955	527,865	547,440	19,575	3.7%	2.0%	527,440	(20,000)
MEDICARE INSURANCE (FICA)	52,412	51,842	61,421	63,878	2,457	4.0%	0.2%		
INSURANCE AND BONDS	187,002	191,127	219,643	212,538	(7,105)	-3.2%	-0.7%	212,538	0
TRANSFERS - STABILIZATION	500,000	500,000	400,000	400,000	0	0.0%	0.0%		
EXPENSE BUDGET TOTAL	16,786,774	17,239,108	17,910,574	18,900,958	990,384	5.5%			(75,300)

Revised est. year-to-year change (with FinCom changes): 5.1%

Summary

	FY22 Actual	FY23 Approved	FY24 Amended	FY25 Proposed	Change from FY24	
					\$	%
Total Operating Budget:	16,786,774	17,239,108	17,910,574	18,900,958	990,384	5.5%
Non-Education budget:	7,635,334	7,797,864	8,057,196	8,745,631	688,435	8.5%



TOWN OF WEST NEWBURY

Proposed FY25 Operating Budget

Updated draft: March 12, 2024

	FY 2021	FY 2022	FY 2023	FY 2023	FY 2024	YTD thru 2/15/2024		FY 2025	Proposed Change		FY 2025
	Expended	Expended	Approved	Expended	Amended	\$	%	TM Proposed	\$	%	FinCom
	6/30/2021	6/30/2022	5/14/2022	6/30/2023		Percent of yr: 62.6%		2/19/2024			
GENERAL GOVERNMENT											
					2/15/2023						2/26/2024
Moderator's Salary	200	200	200	200	200	100	50.0%	200	-	0%	200
Moderator's Expenses	-	30	60	-	60	-	0.0%	60	-	0%	60
114 Total Moderator	200	230	260	200	260	100	38.5%	260	-	0%	260
					2/15/2023			3/11/2024			2/26/2024
Select Board Appointed Salary & Wages	31,069	29,821	30,116	9,669	-	-	-	-	-	-	-
Professional and Technical Services	8,500	4,000	10,000	8,961	10,000	8,339	83.4%	20,000	10,000	100%	10,000
Operating Expenses	8,286	6,788	14,000	2,518	3,940	3,203	81.3%	7,060	3,120	79%	5,960
122 Total Select Board	47,854	40,609	54,116	21,149	13,940	11,541	82.8%	27,060	13,120	94%	15,960
					10/23/2023						2/26/2024
Town Manager Salary	150,858	153,875	156,952	156,952	160,091	97,527	60.9%	163,299	3,208	2%	163,299
Town Manager Office Salaries & Wages	70,679	72,092	73,541	19,664	71,504	42,356	59.2%	140,463	68,959	96%	140,463
Technology Expenses	48,342	53,427	67,061	65,201	76,455	51,712	67.6%	82,645	6,190	8%	82,645
Town Manager Expenses	17,695	38,616	24,553	20,469	23,035	13,055	56.7%	33,179	10,144	44%	28,979
Vehicle Allowance	3,600	3,600	3,600	3,600	3,600	2,100	58.3%	3,600	-	0%	3,600
123 Total Town Manager	291,174	321,610	325,707	265,886	334,685	206,749	61.8%	423,186	88,501	26%	418,986
					3/29/2023						2/26/2024
Finance Dept Salaries & Wages	195,647	193,218	270,594	233,091	259,141	156,800	60.5%	266,042	6,901	3%	266,042
Annual Audit	20,500	20,500	20,500	20,500	22,000	22,000	100.0%	23,000	1,000	5%	23,000
Tax Title and Foreclosure	478	-	800	1,330	2,050	2,486	121.3%	4,746	2,696	132%	4,746
Postage Expense	14,847	14,437	16,430	15,551	16,200	17,017	105.0%	19,000	2,800	17%	19,000
Finance Dept Expenses	23,157	24,748	27,280	22,794	24,945	13,813	55.4%	47,164	22,219	89%	47,164
Travel	518	1,613	2,000	1,444	2,000	590	29.5%	4,500	2,500	125%	4,500
135 Total Finance	255,148	254,515	337,604	294,709	326,336	212,707	65.2%	364,452	38,116	12%	364,452
					3/22/2023						2/26/2024
Finance Committee Expenses	751	1,312	2,000	919	2,000	398	19.9%	2,000	-	0%	2,000
Reserve Fund	-	-	80,000	-	40,000	-	0.0%	50,000	10,000	25%	40,000
131 Total Finance Committee	751	1,312	82,000	919	42,000	398	0.9%	52,000	10,000	24%	42,000
					3/29/2023						2/26/2024
Assessors Appt'd Pers Salaries	95,260	127,109	132,081	129,213	138,792	84,170	60.6%	142,001	3,209	2%	142,001
Assessors Expenses	47,272	46,779	51,699	36,620	26,580	12,063	45.4%	26,580	-	0%	26,580
141 Total Assessors	142,714	173,887	183,780	165,833	165,372	96,234	58.2%	168,581	3,209	2%	168,581
					2/15/2023						2/26/2024
General/Labor/Land Use Counsel	20,558	53,677	65,124	65,124	82,349	35,802	43.5%	82,127	(222)	0%	82,127
Special Counsel											
151 Total Legal Counsel	20,558	53,677	65,124	65,124	82,349	35,802	43.5%	82,127	(222)	0%	82,127
					3/29/2023						2/26/2024
Town Clerk Salary & Wages	118,757	112,969	135,144	127,811	141,749	81,602	57.6%	140,962	(787)	-1%	140,962
Operation of Fax/Photo Machine	4,604	5,507	6,370	6,370	6,620	3,799	57.4%	6,800	180	3%	6,800
Town Clerk's Expenses	3,482	6,824	7,500	6,985	8,225	2,906	35.3%	8,500	275	3%	8,500



TOWN OF WEST NEWBURY

Proposed FY25 Operating Budget

Updated draft: March 12, 2024

	FY 2021	FY 2022	FY 2023	FY 2023	FY 2024	YTD thru 2/15/2024		FY 2025	Proposed Change		FY 2025
	Expended	Expended	Approved	Expended	Amended	\$	%	TM Proposed	\$	%	FinCom
	6/30/2021	6/30/2022	5/14/2022	6/30/2023		Percent of yr: 62.6%		2/19/2024			
161 Total Town Clerk	126,843	125,300	149,014	141,166	156,594	88,307	56.4%	156,262	(332)	0%	156,262
					<u>10/23/2023</u>						<u>2/26/2024</u>
Town Clerk Compensation	200	200	200	200	200	-	0.0%	200	-	0%	200
Bd of Registrars Salary & Wages	7,889	2,965	9,900	9,900	8,400	1,995	23.8%	11,250	2,850	34%	11,250
Bd of Registrars Expenses	4,808	7,800	8,000	10,894	10,170	3,667	36.1%	10,500	330	3%	10,500
162 Total Registrars	12,897	10,965	18,100	20,994	18,770	5,662	30.2%	21,950	3,180	17%	21,950
					<u>3/29/2023</u>			<u>3/11/2024</u>			
Conservation Salary & Wages	24,529	25,713	60,281	34,892	69,280	42,400	61.2%	70,666	1,386	2%	
Land Steward/Internship Wages	2,009	-	-	-	-	-	-	7,500	7,500	#DIV/0!	
Conservation Com Expenses	5,911	6,181	6,351	6,280	7,226	3,478	48.1%	6,129	(1,097)	-15%	
Con Com Vehicle Allowance	450	-	-	-	-	-	-	-	-	-	
171 Total Conservation	32,898	31,894	66,632	41,171	76,506	45,878	60.0%	84,295	7,789	10%	-
					<u>3/29/2023</u>			<u>3/5/2024</u>			
Planning Bd Salary & Wages	54,921	59,319	66,155	61,893	73,071	41,866	57.3%	72,084	(987)	-1%	
Planning Bd Expenses	5,950	6,151	9,220	3,341	5,300	1,045	19.7%	5,100	(200)	-4%	
MVPC Assessment	1,663	1,705	1,748	1,747	1,792	-	0.0%	1,760	(32)	-2%	
175 Total Planning	62,534	67,175	77,123	66,981	80,163	42,911	53.5%	78,944	(1,219)	-2%	-
ZBA Expenses	292	700	700	-	700	-	0.0%	1,400	700	100%	
176 Total Board of Appeals	292	700	700	-	700	-	0.0%	1,400	700	100%	-
Open Space Expenses	-	69	750	-	750	-	0.0%	750	-	0%	
179 Total Open Space	-	69	750	-	750	-	0.0%	750	-	0%	-
TOTAL GENERAL GOVERNMENT:	993,861	1,081,944	1,360,910	1,084,132	1,298,425	746,288	57.5%	1,461,267	162,842	12.5%	1,270,578



TOWN OF WEST NEWBURY

Proposed FY25 Operating Budget

Updated draft: March 12, 2024

	FY 2021	FY 2022	FY 2023	FY 2023	FY 2024	YTD thru 2/15/2024		FY 2025	Proposed Change		FY 2025
	Expended	Expended	Approved	Expended	Amended	\$	%	TM Proposed	\$	%	FinCom
	6/30/2021	6/30/2022	5/14/2022	6/30/2023		Percent of yr: 62.6%		2/19/2024			
PUBLIC SAFETY											
					<u>3/29/2023</u>			<u>3/12/2024</u>			<u>3/13/2024</u>
School Resource Officer	67,495	68,845	69,883	29,972							
Police Salaries & Wages	882,496	885,785	955,220	904,956	1,015,727	568,020	55.9%	1,068,258	52,531	5%	
Police OT Wages	67,775	101,301	63,427	148,980	71,468	94,773	132.6%	120,000	48,532	68%	
Police Expenses	67,473	99,984	105,560	95,316	108,560	58,843	54.2%	111,310	2,750	3%	
Police Cruiser	38,903	40,000	40,000	40,000				-	-	#DIV/0!	
210 Total Police	1,124,141	1,195,914	1,234,090	1,219,223	1,195,755	721,637	60.3%	1,299,568	103,813	9%	-
					<u>3/29/2023</u>			<u>3/12/2024</u>			<u>3/13/2024</u>
Fire Alarm Wages	73,090	68,213	94,448	57,769	95,374	34,974	36.7%	156,911	61,537	65%	
Fire Training/Drills	9,710	20,486	27,893	14,119	28,168	12,868	45.7%	-	(28,168)	-100%	
Fire Dept Other Wages	26,166	18,405	26,530	21,857	26,792	10,911	40.7%	-	(26,792)	-100%	
Fire Administration Wages	26,245	27,614	27,305	27,305	27,575	21,687	78.6%	21,420	(6,155)	-22%	
Fire Dept. Medical Exam	972	2,400	3,000	-	3,000	1,600	53.3%	-	(3,000)	-100%	
Hydrant/Fire Protection (to Water Dept)	77,207	77,207	77,207	77,207	81,510	81,510	100.0%	81,510	-	0%	
Fire Alarm Communications	10,977	11,601	11,000	8,663	12,500	2,300	18.4%	-	(12,500)	-100%	
Fire Expenses	45,039	56,941	46,000	44,800	46,000	34,177	74.3%	68,250	22,250	48%	
220 Total Fire	269,406	282,867	313,383	251,720	320,919	200,028	62.3%	328,091	7,172	2%	-
					<u>3/29/2023</u>			<u>3/12/2024</u>			<u>3/13/2024</u>
Municipal Dispatch Salaries & Wages	222,564	219,917	285,034	230,765	270,778	154,981	57.2%	275,776	4,998	2%	
Municipal Dispatch OT Wages	28,370	22,853	25,765	26,976	26,480	23,945	90.4%	35,000	8,520	32%	
Municipal Dispatch Expenses	21,800	23,552	27,590	27,085	30,590	20,286	66.3%	30,590	-	0%	
230 Total Municipal Dispatch	272,734	266,322	338,389	284,827	327,848	199,211	60.8%	341,366	13,518	4%	-
Inspectors Salaries & Wages	123,448	125,700	129,962	128,061	135,538	81,207	59.9%	141,249	5,711	4%	
Inspectors Expenses	13,307	7,019	9,000	7,908	9,000	4,766	53.0%	9,000	-	0%	
Inspectors' Vehicle Allowances	5,880	5,760	5,880	5,760	7,200	4,200	58.3%	7,200	-	0%	
240 Total Inspectors	142,635	138,480	144,842	141,728	151,738	90,173	59.4%	157,449	5,711	4%	-
					<u>3/29/2023</u>			<u>3/12/2024</u>			<u>3/13/2024</u>
Emergency Mgmt Salary & Wages	7,913	7,770	9,138	6,093	9,413	6,963	74.0%	9,601	188	2%	
Emergency Mgmt Expenses	686	2,999	3,000	2,550	3,000	632	21.1%	3,000	-	0%	
291 Total Emergency Management	8,599	10,769	12,138	8,643	12,413	7,596	61.2%	12,601	188	2%	-



TOWN OF WEST NEWBURY

Proposed FY25 Operating Budget

Updated draft: March 12, 2024

	FY 2021	FY 2022	FY 2023	FY 2023	FY 2024	YTD thru 2/15/2024		FY 2025	Proposed Change		FY 2025
	Expended	Expended	Approved	Expended	Amended	\$	%	TM Proposed	\$	%	FinCom
	6/30/2021	6/30/2022	5/14/2022	6/30/2023	3/22/2023	Percent of yr: 62.6%		2/19/2024			3/13/2024
Animal Control Expenses	26,246	25,898	26,858	26,858	27,503	-	0.0%	32,268	4,765	17%	
292 Total Animal Control	26,246	25,898	26,858	26,858	27,503	-	0.0%	32,268	4,765	17%	-
Harbormaster Salary & Wages	2,000	-	-	-	-	-	-	-	-	-	-
Harbormaster Exp (contracted services)	-	2,500	4,000	3,038	4,000	2,500	62.5%	4,500	500	13%	
295 Total Harbormaster	2,000	2,500	4,000	3,038	4,000	2,500	62.5%	4,500	500	13%	-

TOTAL PUBLIC SAFETY:	1,845,760	1,922,751	2,073,700	1,936,037	2,040,176	1,221,145	59.9%	2,175,843	135,667	6.6%	-
-----------------------------	------------------	------------------	------------------	------------------	------------------	------------------	--------------	------------------	----------------	-------------	----------

EDUCATION											
Pentucket Regional Sch Assessment	7,387,515	7,242,985	7,408,673	7,408,673	7,862,142	5,243,031	66.7%	8,127,214	265,072	3%	
Pentucket Capital Assessment	710,567	1,196,556	835,497	1,232,822	1,154,371	764,364	66.2%	1,157,182	2,811	0%	
Pentucket Assessment Page Phase II	501,438	493,338	485,238	485,238	479,838	319,892	66.7%	474,438	(5,400)	-1%	
304 Total Pentucket	8,599,520	8,932,879	8,729,408	9,126,733	9,496,351	6,327,287	66.6%	9,758,834	262,483	3%	-
Whittier Minimum Contribution	146,262	136,998	219,455	219,455	217,901	185,215	85.0%	227,097	9,196	4%	
Whittier Other Assessments	22,570	18,727	27,420	27,419	23,624	20,080	85.0%	24,926	1,302	6%	
Whittier Debt/Capital Assessment	21,781	21,602	23,860	23,860	21,392	18,183	85.0%	42,784	21,392	100%	
305 Total Whittier	190,613	177,327	270,735	270,734	262,917	223,479	85.0%	294,807	31,890	12%	-
Essex North Shore Agricultural & Tech School	38,167	41,234	43,213	43,777	94,110	48,589	51.6%	101,686	7,576	8%	
310 Total Essex North Shore Agricultural	38,167	41,234	43,213	43,777	94,110	48,589	51.6%	101,686	7,576	8%	-

TOTAL EDUCATION:	8,828,300	9,151,440	9,043,356	9,441,244	9,853,378	6,599,355	67.0%	10,155,327	301,949	3.1%	-
-------------------------	------------------	------------------	------------------	------------------	------------------	------------------	--------------	-------------------	----------------	-------------	----------



TOWN OF WEST NEWBURY

Proposed FY25 Operating Budget

Updated draft: March 12, 2024

	FY 2021	FY 2022	FY 2023	FY 2023	FY 2024	YTD thru 2/15/2024		FY 2025	Proposed Change		FY 2025
	Expended	Expended	Approved	Expended	Amended	\$	%	TM Proposed	\$	%	FinCom
	6/30/2021	6/30/2022	5/14/2022	6/30/2023		Percent of yr: 62.6%		2/19/2024			
DEPARTMENT OF PUBLIC WORKS											
					<u>3/29/2023</u>			<u>2/19/2024</u>			<u>2/20/2024</u>
DPW Salaries & Wages	471,302	483,533	567,397	555,561	635,593	349,717	55.0%	658,552	22,959	3.6%	658,552
DPW Overtime Wages	16,225	17,299	16,000	14,781	18,000	10,785	59.9%	24,000	6,000	33.3%	24,000
Snow & Ice Removal	224,021	247,245	150,000	204,198	200,000	78,912	39.5%	200,000	-	0.0%	200,000
Town Bldgs Operating Expenses	134,462	143,869	150,830	167,264	158,030	91,610	58.0%	158,030	-	0.0%	158,030
Town Bldgs Improvements	45,075	41,438	51,000	34,510	51,000	26,117	51.2%	51,000	-	0.0%	51,000
Street/Paving Repairs	16,534	59,693	55,000	25,341	55,000	508	0.9%	55,000	-	0.0%	55,000
Highway, Sidewalk & Trees	142,398	203,126	205,215	146,288	219,580	151,653	69.1%	280,000	60,420	27.5%	250,000
Stormwater management	14,265	10,226	15,500	14,361	15,500	2,750	17.7%	15,000	(500)	-3.2%	15,000
DPW Expenses	12,469	12,080	14,250	30,673	16,485	10,687	64.8%	18,025	1,540	9.3%	18,025
Parks Expense	16,637	14,884	15,000	14,080	28,790	-	0.0%	44,087	15,297	53.1%	44,087
Electricity	70,000	80,886	70,000	70,366	84,000	28,714	34.2%	84,000	-	0.0%	84,000
Road Machinery Operating Expen	40,456	41,442	51,000	64,235	54,060	40,260	74.5%	60,000	5,940	11.0%	60,000
DPW Vehicle Allowance	6,000	6,000	6,000	5,000	6,000	1,000	16.7%	6,000	-	0.0%	6,000
Public Street Lights	6,421	6,943	7,000	11,231	8,400	7,311	87.0%	11,400	3,000	35.7%	11,400
420/424 Total Department of Public Works	1,216,265	1,368,664	1,374,192	1,357,891	1,550,438	800,023	51.6%	1,665,094	114,656	7.4%	1,635,094
TOTAL PUBLIC WORKS:	1,216,265	1,368,664	1,374,192	1,357,891	1,550,438	800,023	51.6%	1,665,094	114,656	7.4%	1,635,094



TOWN OF WEST NEWBURY

Proposed FY25 Operating Budget

Updated draft: March 12, 2024

	FY 2021	FY 2022	FY 2023	FY 2023	FY 2024	YTD thru 2/15/2024		FY 2025	Proposed Change		FY 2025
	Expended	Expended	Approved	Expended	Amended	\$	%	TM Proposed	\$	%	FinCom
	6/30/2021	6/30/2022	5/14/2022	6/30/2023		Percent of yr: 62.6%		2/19/2024			
HUMAN SERVICES											
					<u>10/23/2023</u>						<u>3/13/2024</u>
Board of Health Salary & Wages	124,592	126,498	129,621	127,965	134,918	81,675	60.5%	137,616	2,698	2%	
Public Health Nurse	7,775	5,700	8,175	3,200	6,000	2,800	46.7%	6,000	-	0%	
Waste Collection & Disposal	375,680	375,998	401,940	393,362	421,400	243,525	57.8%	441,360	19,960	5%	
Recycling	21,159	1,670	10,000	19,517	45,000	15,847	35.2%	43,000	(2,000)	-4%	
Hazardous Waste Expense	1,899	1,798	2,000	1,989	2,000	1,502	75.1%	2,000	-	0%	
Steele landfill monitoring	22,450	29,708	33,555	33,175	36,915	17,050	46.2%	52,554	15,639	42%	
Bd of Health Expenses	5,583	7,174	7,000	6,884	7,000	2,549	36.4%	7,000	-	0%	
510 Total Board of Health	559,138	548,546	592,291	586,092	653,233	364,948	55.9%	689,530	36,297	6%	-
					<u>3/29/2023</u>						<u>3/13/2024</u>
Council on Aging Salary & Wages	55,905	71,524	100,308	93,947	103,982	60,795	58.5%	106,063	2,081	2%	
Council on Aging Expenses	16,097	21,808	19,500	19,490	19,500	10,849	55.6%	19,500	-	0%	
541 Total Council on Aging	72,002	93,331	119,808	113,438	123,482	71,644	58.0%	125,563	2,081	2%	-
Soldiers Grave Expense	3,161	3,632	3,592	3,064	3,592	-	0.0%	4,700	1,108	31%	
Memorial Day Expenses	-	1,661	2,200	-	2,320	-	0.0%	1,600	(720)	-31%	
Veterans benefits & expenses	21,112	5,816	4,400	6,574	6,000	2,264	37.7%	5,000	(1,000)	-17%	
Eastern Essex Veterans Services	3,976	21,695	21,096	21,095	22,960	22,959	100.0%	23,000	40	0%	
543 Total Veterans	28,248	32,804	31,288	30,733	34,872	25,223	72.3%	34,300	(572)	-2%	-
TOTAL HUMAN SERVICES:											
	659,389	674,681	743,387	730,262	811,587	461,816	56.9%	849,393	37,806	4.7%	-



TOWN OF WEST NEWBURY

Proposed FY25 Operating Budget

Updated draft: March 12, 2024

	FY 2021	FY 2022	FY 2023	FY 2023	FY 2024	YTD thru 2/15/2024		FY 2025	Proposed Change		FY 2025
	Expended	Expended	Approved	Expended	Amended	\$	%	TM Proposed	\$	%	FinCom
	6/30/2021	6/30/2022	5/14/2022	6/30/2023		Percent of yr: 62.6%		2/19/2024			
CULTURE & RECREATION											
Library Salaries & Wages	260,408	260,013	282,899	282,899	307,665	187,332	60.9%	314,016	6,351	2%	
Library Expenses	32,894	38,461	33,000	32,681	33,000	26,373	79.9%	33,000	-	0%	
Library Books and Periodicals	67,144	71,241	78,000	77,442	81,569	50,225	61.6%	82,000	431	1%	
610 Total Library	360,446	369,714	393,899	393,022	422,234	263,929	62.5%	429,016	6,782	2%	-
Recreation Wages	239	1,335	2,700	2,700	5,072	2,925	57.7%	6,332	1,260	25%	
Recreation Expenses	16,415	16,000	19,085	10,348	33,200	17,849	53.8%	10,900	(22,300)	-67%	
Action Cove Expenses	1,320	1,826	3,000	1,801		-		-			
630/637 Total Recreation	17,974	19,161	24,785	14,849	38,272	20,774	54.3%	17,232	(21,040)	-55%	-
Mill Pond Operating Expenses	-	188	2,100	868	2,100	412	19.6%	2,100	-	0%	
631 Total Mill Pond	-	188	2,100	868	2,100	412	19.6%	2,100	-	0%	-
Bandstand Expense	-	6,000	6,000	5,910	8,000	5,594	69.9%	8,000	-	0%	
635 Total Bandstand	-	6,000	6,000	5,910	8,000	5,594	69.9%	8,000	-	0%	-
Historical Commission Expenses	312	-	600	600	600	20	3.3%	600	-	0%	3/13/2024
691 Total Historical Commission	312	-	600	600	600	20	3.3%	600	-	0%	-
Cultural Council Expense	-	-	100	-	100	-	0.0%	100	-	0%	
695 Total Cultural Council	-	-	100	-	100	-	0.0%	100	-	0%	-
TOTAL CULTURE & RECREATION:	378,733	395,063	427,484	415,249	471,306	290,729	61.7%	457,048	(14,258)	-3.0%	-



TOWN OF WEST NEWBURY

Proposed FY25 Operating Budget

Updated draft: March 12, 2024

	FY 2021	FY 2022	FY 2023	FY 2023	FY 2024	YTD thru 2/15/2024		FY 2025	Proposed Change		FY 2025
	Expended	Expended	Approved	Expended	Amended	\$	%	TM Proposed	\$	%	FinCom
	6/30/2021	6/30/2022	5/14/2022	6/30/2023		Percent of yr: 62.6%		2/19/2024			
DEBT SERVICE											
Debt Service (Principal)	340,500	305,000	295,000	295,000	-	-	#DIV/0!	-	-	#DIV/0!	-
Debt Service (Interest)	15,400	8,950	5,900	2,950	-	-	#DIV/0!	-	-	#DIV/0!	-
710/750 Total Debt Service	355,900	313,950	300,900	297,950	-	-	#DIV/0!	-	-	#DIV/0!	-
TOTAL DEBT SERVICE:	355,900	313,950	300,900	297,950	-	-	#DIV/0!	-	-	#DIV/0!	-
BENEFITS											
Essex Regional Retirement Assessment	687,493	731,432	805,420	805,419	675,135	661,845	98.0%	911,931	236,796	35%	-
911 Total Essex Regional Retirement	687,493	731,432	805,420	805,419	675,135	661,845	98.0%	911,931	236,796		-
Unemployment Insurance & Benefits	-	439	1,500	-	1,200	-	0.0%	1,200	-	0%	-
913 Total Unemployment Insurance	-	439	1,500	-	1,200	-	0.0%	1,200	-		-
Group Insurance	394,029	406,997	481,857	427,955	<u>3/1/2023</u> 527,865	258,446	49.0%	547,440	19,575	4%	<u>2/26/2024</u> 527,440
914 Total Group Insurance	394,029	406,997	481,857	427,955	527,865	258,446	49.0%	547,440	19,575		527,440
FICA Insurance	46,737	52,412	51,485	51,842	61,421	34,524	56.2%	63,878	2,457	4%	-
916 Total FICA Insurance	46,737	52,412	51,485	51,842	61,421	34,524	56.2%	63,878	2,457		-
Insurance and Bonds	174,508	187,002	199,865	191,127	<u>3/22/2023</u> 219,643	201,027	91.5%	212,538	(7,105)	-3%	<u>2/26/2024</u> 212,538
945 Total Insurance and Bonds	174,508	187,002	199,865	191,127	219,643	201,027	91.5%	212,538	(7,105)		212,538
TOTAL BENEFITS:	1,302,767	1,378,282	1,540,127	1,476,342	1,485,264	1,155,842	77.8%	1,736,987	251,723	16.9%	739,978
TRANSFERS To/From - STABILIZATION											
Transfers Out - to Capital Stabilization	500,000	500,000	500,000	500,000	600,000	600,000	100.0%	600,000	-	0%	-
Transfers In - from School Stabilization					(200,000)	(200,000)	100.0%	(200,000)	-	0%	-
992 Total Transfers Out	500,000	500,000	500,000	500,000	400,000	400,000	100.0%	400,000	-	0%	-
TOTAL TRANSFERS OUT:	500,000	500,000	500,000	500,000	400,000	400,000	100.0%	400,000	-	0.0%	-
1000 Total General Fund	16,080,976	16,786,774	17,364,056	17,239,108	17,910,574	11,675,198	65.2%	18,900,958	990,384	5.5%	3,645,650

West Newbury Police Department
Salary Information and Fiscal Year 2025 Budget Request

Line Item	FY2022	FY2023				FY2024			FY2025
	Actual Expended	Budget Requested	Budget Approved	Actual Expended	Turn back / Transfers	Budget Requested	Budget Approved	YTD 2/15/2024	Budget Requested
School Resource Officer	68,845.00	69,883.00	69,883.00	29,971.50	39,911.50	-	-	-	-
Salaries and Wages	885,784.81	955,220.00	955,220.00	904,955.84	50,264.16	1,015,727.00	1,015,727.00	568,020.41	1,068,258.00
Police Overtime	101,300.67	63,427.00	63,427.00	148,979.51	(85,552.51)	71,468.00	71,468.00	94,773.48	120,000.00
Police Expenses	99,983.74	105,560.00	105,560.00	95,316.41	10,243.59	108,560.00	108,560.00	58,843.40	111,310.00
Police Cruiser	40,000.00	40,000.00	40,000.00	40,000.00	0.00	-	-	-	-
	1,195,914.22	1,234,090.00	1,234,090.00	1,219,223.26	14,866.74	1,195,755.00	1,195,755.00	721,637.29	1,299,568.00

FY25 Salary/Wage budget, Police Department

Salary/Wages, Non-Union (Chief; Admin Asst; Reserve Officers)	315,251.08
Base Wages, Union (3 Sergeants)	220,250.49
Base Wages, Union (6 Patrol Officers)	416,161.80
Rank Premium (3 Sergeants)	39,645.09
Education Incentives	31,659.11
Longevity	8,935.60
<u>Shift Differentials</u>	
Shift Differential (3-11pm)	10,951.59
Shift Differential (11pm-7am)	21,903.17
<u>Stipends</u>	
CJIS Stipend	600.00
FTO Stipend (\$500 X 2)	1,000.00
Firearms Instructor Stipend (\$500 X 2)	1,000.00
Taser Instructor Stipend (\$500 X 1)	500.00
Accreditation Stipend (\$400 X 1)	400.00
Total proposed Salary/Wages	<u>1,068,257.93</u>

FY25 West Newbury Police Department Expenses Worksheet

Advertising	Job Postings		-
Communications			3,000.00
	Verizon Wireless	2,600.00	
	Repairs/Maintenance	400.00	
Equipment Purchase & Repairs			10,490.00
	Canon/Ricoh (copier) + service	2,000.00	
	Ammunition, equip. & supplies	3,000.00	
	Defib pads & batteries	1,000.00	
	Radar repairs + cables, etc.	1,000.00	
	Portable + cruiser radios	1,700.00	
	Drager warranty breath machine	510.00	
	Taser cartridge	1,280.00	
Materials & Supplies			5,700.00
	Office Supplies	4,500.00	
	Amesbury Industrial	200.00	
	NAPA	200.00	
	Misc. supplies (toner)	800.00	
Membership & Dues			10,574.00
Greater Boston Police Council	GBPC	2,000.00	
N.E. State Police Information Network	NESPIN	100.00	
Leadership and Executive Development	FBI-LEEDA	50.00	
	Essex County Chief's	350.00	
	Mass Chief's	774.00	
	Mass Police Accreditation	1,800.00	
	NEMLEC	5,500.00	
Mileage Reimbursement		350.00	350.00
Miscellaneous			3,055.00
	Nestle bottled water	600.00	
	Fingerprint + Investigative supplies	205.00	
	Range fees + targets, misc. supplies	1,500.00	
	Prisoner food	100.00	
	LE Blue book	50.00	
	Police Credentials	200.00	
	Food for training	400.00	
Professional & Technical Services			14,991.00
computer vendor	IT Support	1,400.00	
	Comcast	1,900.00	
	Communications equipment	500.00	
	TMDE radar certification/repairs	800.00	
400 each x4	North Shore Counseling	1,600.00	
	drug screen for new hires	300.00	

	Physicals	1,000.00	
contract	John Guilfoil PR	2,800.00	
Office 365 Governement G1 \$2000.00/yr split w/Fire	Dell/Microsoft	1,000.00	
required per grant	Maintenance/Print scanner	3,691.00	
<u>Training & Education</u>			8,275.00
covers outside training	Officer Recert + training courses	4,000.00	
covers instructors for mandatory training	MPTC Instructor fees (in service)	1,000.00	
\$75X17 (covers some mandatory training	MPI Training	1,275.00	
	MPTC Inservice	2,000.00	
<u>Uniforms & Vest Replacements</u>			19,000.00
contractual 1,500 each x10	Clothing allowance	15,000.00	
\$800 each x4	Vest Replacement	4,000.00	
<u>Vehicle Maintenance</u>			35,875.00
	Fuel	27,000.00	
	Service	5,500.00	
	Tires	1,500.00	
	Inspection Stickers	175.00	
	Equipment		
	Repairs/replacement	1,200.00	
	Clipper City car wash	500.00	
Total Expenses			111,310.00
<u>Cruiser Replacement Program FY25</u>			
New cruiser			67,000.00

To: Angus Jennings, Town Manager

From: Michael Dwyer, Police Chief

Date: March 11, 2024

Re: FY25 Overtime Budget Increase

Angus,

The Police Department has faced several challenges over the past few years. During the end of 2020 the Police Reform Bill was signed into law making significant changes to policing. One of the biggest changes that is impacting communities like West Newbury is the role of part time or reserve police officers. Current part time officers who work for the town were provided with training to “bridge the gap” between fulltime and part-time trained police officers. In addition to improving the constancy of training all police officers are required to become certified through the Massachusetts Peace Officer Standards and Training (POST) Commission. These have been great improvements to police accountability, however the unintended consequences are impacting smaller communities. For at least 30 years, West Newbury has relied heavily on part time police officers to fill shifts and reduce overtime costs. We currently have 5 part time, certified officers, who have been working to help cover shifts where they can. These individuals have been an enormous help while managing other fulltime job responsibilities, families, and other obligations.

In addition to police reform, the department has experienced an increase in unanticipated overtime costs during the last few fiscal years. 3 of our 10 members were out on long duration medical leave and each year we have had one officer in the police academy to fill vacancies due to retirements. Completing academy training requires twenty (20) weeks of full-time academy attendance so, while these officers remain on the town’s payroll during this time, they are unavailable for shifts so those shifts need to be filled with other officers. This has resulted in repeated budgetary line-item transfers at the end of the fiscal year to make up for those increases.

What are we doing to help minimize the impact to the taxpayer. All open shifts are offered to our part time officers first. Advanced notice shifts like vacation time is most often filled with part time staff. Weekday shifts especially during the daytime are only filled with part time or an officer swap, not at overtime. I continue to prioritize filling shifts at overtime during the second and third shifts. Officer safety is of paramount concern with a 2-officer shift, but the reality is there are more calls for service that our officers are assisting with.

The department as a whole has been helping fill in the gaps. There have been a significant number of shifts that have gone unfilled, resulting in only one officer working. Many officers have taken back a day off knowing that the shift will go unfilled. During the summer months many officers have been flexible with scheduling vacation time well in advance to help with staffing. All of these steps have been a huge help.

Looking forward to FY25. Our recently hired officer will return from the police academy this May and begin field training. We continue to have candidates who are interested in joining the department as part time and fulltime police officers. We are also continuing to investigate funding opportunities to offset costs to the taxpayers. Last year we held off on replacing one of our police cruisers while we re-evaluated our fleet capital needs, especially with the transition to hybrid. In December 2023, we were awarded a \$30K grant to replace computer technology in our police vehicles and there are more opportunities that might be the right fit for us.

In closing I cannot say enough about how proud I am of the men and women who serve our public safety departments and this community. Many of them have been rearranging their schedules (and lives), collaborating with leadership to solve gaps in coverage and working sometimes back-to-back shifts at all hours.

Respectfully,

Michael Dwyer

Fire Department Proposed FY25 Budget

Updated 3/12/24

	FY2022	FY2023				FY2024			FY2025
	Actual Expended	Budget Requested	Budget Approved	Actual Expended	Turn back / Transfers	Budget Requested	Budget Approved	YTD 2/15/2024	Budget Requested
1 FIRE DEPARTMENT									
Fire Alarm Wages	68,213	94,448	94,448	57,769	36,679	95,374	95,374	34,974	99,546
Fire Training/Drills	20,486	27,893	27,893	14,119	13,774	28,168	28,168	12,868	29,400
Fire Department Other Wages	18,405	26,530	26,530	21,857	4,673	26,792	26,792	10,911	27,964
Fire Administration Wages	27,614	27,305	27,305	27,305	-	27,575	27,575	21,687	21,420
FD Medical Exam	2,400	3,000	3,000	-	3,000	3,000	3,000	1,600	3,000
Hydrant/Fire Protection (to Water Dept)	77,207	77,207	77,207	77,207	-	81,510	81,510	81,510	81,510
Fire Alarm Communications	11,601	11,000	11,000	8,663	2,337	12,500	12,500	2,300	13,750
Fire Expenses	56,941	46,000	46,000	44,800	1,200	46,000	46,000	34,177	51,500
				-	-				
				-	-				
1 220 Total Fire	282,867	313,383	313,383	251,720	61,663	320,919	320,919	200,028	328,091
Recommended modification to the line items									
1 FIRE DEPARTMENT									
Fire Wages	107,104	148,871	148,871	93,745	55,126	150,334	150,334	58,754	156,911
Fire Admin/Stipend	27,614	27,305	27,305	27,305	-	27,575	27,575	21,687	21,420
Fire Expenses	70,942	60,000	60,000	53,463	6,537	61,500	61,500	38,077	68,250
Hydrant/Fire Protection (to Water Dept)	77,207	77,207	77,207	77,207	-	81,510	81,510	81,510	81,510
	282,867	313,383	313,383	251,720	61,663	320,919	320,919	200,028	328,091

Dispatch Proposed FY25 Budget

	FY2022	FY2023				FY2024			FY2025
	Actual Expended	Budget Requested	Budget Approved	Actual Expended	Turn back / Transfers	Budget Requested	Budget Approved	YTD 2/15/2024	Budget Requested
Dispatch									
Wages	219,916.62	285,034.00	285,034.00	230,765.27	54,268.73	270,778.00	270,778.00	154,980.81	275,776.00
Overtime	22,853.49	25,765.00	25,765.00	26,976.27	(1,211.27)	26,480.00	26,480.00	23,944.85	35,000.00
Sub-Total Wages/OT	242,770.11	310,799.00	310,799.00	257,741.54	53,057.46	297,258.00	297,258.00	178,925.66	310,776.00
Expenses	23,552.20	27,590.00	27,590.00	27,085.20	504.80	30,590.00	30,590.00	20,285.58	30,590.00
Total Dispatch	266,322.31	338,389.00	338,389.00	284,826.74	53,562.26	327,848.00	327,848.00	199,211.24	341,366.00

FY25 Salary/Wage budget, Dispatch Department

Base Wages, Union (5 Dispatchers)	209,681.35
Wages, Part-Time Dispatchers	37,397.09
Longevity	1,000.00
<u>Shift Differentials</u>	
Shift Differential (3-11pm)	5,322.68
Shift Differential (11pm-7am)	9,124.64
<u>Stipends</u>	
Emergency Medical Dispatch Certification (5)	3,200.00
Training (3)	3,000.00
Lead Dispatcher (1)	7,050.17
Total proposed Salary/Wages	<u>275,775.93</u>

FY25 West Newbury Public Safety Dispatch Expenses Worksheet		
Advertising		-
Communications		
Phones landlines (12 mos X \$420.)		5,040.00
Equipment Purchase , Repairs , Maint.		3,500.00
Municipal Fire Alarm System		
Communications Console		
Telephones		
Furniture (tables/chairs, etc.)		
Computer technology/IT		
Materials and Supplies		1,500.00
Office supplies		
Membership & Dues		1,000.00
Training, Education, Mileage		2,000.00
Training/ Education	1,200.00	
Mileage	800.00	
Computers/Software/Radios		2,900.00
Aladtec (scheduling program)	2,600.00	
Professional and Technical Services		14,650.00
IMC (Police)	5,950.00	
IMC (Fire)	3,600.00	
Code Red (ECN)	5,100.00	
Total		30,590.00



IN CITY COUNCIL

ORDERED:

July 10, 2023

THAT the City Council of the City of Newburyport hereby approves the attached Intermunicipal Agreement between the Town of West Newbury and the City of Newburyport for Shared Animal Control Services.

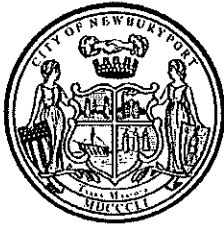
Heather L. Shand
Councillor Heather L. Shand

In City Council July 10, 2023:
Motion to waive the rules, declare an emergency and approve the order by Councillor McCauley , seconded by Councillor Cameron. Councillor Wallace recused. 10 yes, 1 recused (CW). Motion passes.

Approve: *S. Reardon*
Sean R. Reardon, Mayor

Attest: *R. B. Jones*
Richard B. Jones, City Clerk

Date: 7/21/23



IN CITY COUNCIL

ORDERED:

May 8, 2023

CITY OF NEWBURYPORT AND TOWN OF WEST NEWBURY

INTERMUNICIPAL AGREEMENT FOR THE ADMINISTRATION OF SHARED ANIMAL CONTROL SERVICES

Article 1. Purpose

This agreement is entered into, pursuant to Massachusetts General Laws Chapter 40, Section 4A, by and between the City of Newburyport, as authorized by its City Council and approved by its Mayor, and the Town of West Newbury, as authorized by its Select Board.

WHEREAS, the City of Newburyport and the Town of West Newbury are each obligated to provide animal control services to their residents; and

WHEREAS, the City of Newburyport and the Town of West Newbury have determined that their residents can more efficiently and effectively be served with such services through a joint undertaking between the communities; and,

WHEREAS, the City of Newburyport and the Town of West Newbury have determined to join together to establish and administer a program of shared Animal Control Services.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

Article 2. Definitions

Participating Governmental Units: the City of Newburyport and the Town of West Newbury. Animal Control Services: Any and all services as required of an Animal Control Officer under applicable Massachusetts Laws and regulations, including but not limited to MGL Chapter 140, Section 151 et seq. and MGL Chapter 129, Section 15 et seq.

Article 3. Term

This Agreement shall take effect on the 1st day of July 2023 and shall remain in effect for two (2) years from the effective date. Either party may terminate the Agreement by providing at least six (6) months' notice prior to the start of a new fiscal year that it does not intend to participate in this Agreement.

Article 4. Lead Party

The City of Newburyport shall act as the "Lead Party" for the Participating Governmental Units, by employing the necessary officers and providing the necessary equipment, vehicles and kennel to perform said Animal Control Services. Said officers shall be considered employees of the City of Newburyport and be accorded all applicable benefits enjoyed by other Newburyport municipal employees as they are or shall be established. Each such officer must be a Massachusetts certified Animal Control Officer (excepting that new employees may acquire such certification within two years of the commencement of employment). Said certification must be maintained during the term of this Agreement. The office where such officers shall be primarily located will be in Newburyport.

Article 5. Funding Contribution

- A. The Lead Party shall establish for each fiscal year, subject to appropriation, the annual operating budget for the provision of shared Animal Control services (hereinafter "Budget"). The Budget shall include costs for Animal Control Officer and Assistant ACO Wages, Overtime, Clothing Allowance, Buildings & Grounds, Care of Animals, Dead Animal Removal, Fuel/Oil, Dues/Licenses, Health Insurance, Workers Comp, and FICA, as enumerated in Exhibit A: Shared Animal Control Services, Total Program Costs. The Town of West Newbury shall receive a credit for its provision of the ACO vehicle, including insurance, as provided in Article 8.
- B. The Municipalities shall share the cost of the total Budget in proportion to the percentages set forth in Exhibit A: Shared Animal Control Services, Total Program Costs.
- C. Twice a year during each year of this Agreement, the Lead Party shall prepare and distribute to West Newbury invoices, accompanied by an expense report summarizing the incurred costs of the program for the prior six months. Said invoices will be distributed by the Lead Party no later than January 31st for services rendered from July 1 through December 31 and no later than July 31st for services rendered from January 1 through June 30.
- D. By February 1st of each fiscal year, the designees of the Municipalities shall meet to agree on the proposed Budget for the next fiscal year. The Budget and Fee Structure shall be reviewed and adjusted, if necessary, in accordance with each Municipality's typical annual budget process.
- E. Notwithstanding any other provision in this Agreement to the contrary, the Municipalities agree that, following dissolution or termination of this Agreement, each shall be responsible for continuing their shared respective contribution for the Animal Control Officer's unemployment and/or workers' compensation benefits that may accrue while the Municipality was a party to this Agreement.
- F. Nothing herein shall prevent the parties from mutually agreeing in writing to change the funding contribution during the initial term or any extended term of this agreement, subject to available appropriation.

Article 6 Financial Safeguards

Under the provisions of M.G.L. Chapter 40, §4A, the City of Newburyport Director of Public Health shall provide to the Town of West Newbury periodic financial statements that shall include: accurate and comprehensive records of the services performed under this agreement; the costs incurred; and the reimbursements and contributions received. Such reports shall be compiled and distributed by the Finance Department with the invoices referenced in Article 5. In addition, all bills and payrolls submitted for work done under this regional agreement shall be plainly marked to indicate that the work was done under the authority of this agreement.

The accounting records of the Newburyport Animal Control Services, working under the direction of the Newburyport Director of Public Health, shall be subject to the City's annual audit process and shall be subject to periodic audit by the Newburyport City Auditor as is current practice.

Article 7 Hours of Services and Service Requirements

The City of Newburyport shall provide Animal Control Services under this Agreement on an as-needed basis, seven days a week, twenty four hours a day. Animal Control Services shall be provided on an equal basis between the communities.

Article 8 Vehicle Usage

The Town of West Newbury shall provide a 2021 Ford F150. This vehicle shall be made available for the use of the Animal Control Officers. Collision and liability insurance for the vehicle shall continue to be paid by the Town of West Newbury. The City of Newburyport shall be responsible for the maintenance and upkeep of West Newbury's vehicle. The City shall maintain records of all vehicle maintenance and, within its periodic expense reports provided to the Town of West Newbury per Article 5.C., shall provide a record of maintenance undertaken within the prior reporting period.

Article 9 Fines

Any fines, exempting boarding fees, collected will be collected on behalf of and returned to the Participating Governmental Unit from within the municipal boundaries of which the animal was taken, or in the case of an animal not taken, returned to the Participating Governmental Unit in which the animal resides or is kept.

Article 10 Indemnification

In the event that any claims, demands, suits, causes of action, costs, and expenses arise with respect to the services provided pursuant to this agreement, and to the extent permitted by Massachusetts General Laws chapter 258 and other applicable law, a Participating Governmental Unit shall indemnify, defend and hold harmless the other participating Government Unit from and against any such claims, demands, suits, causes of actions, costs and expends, including reasonable attorneys' fees and legal costs, but only to the extent that they arise from or relate to the negligent acts or omissions of the first Participating Governmental Unit, or its agents, servants, or employees, or from or in relation to actions

taken by the Animal Control Officer on behalf of or at the direction of the first Participating Governmental Unit. By entering into this Agreement, neither of the parties has waived any governmental immunity or limitation of liability or damages which may be extended to them by operation of law. This Agreement is for the benefit of the parties hereto and is not intended to confer third party beneficiary status on any other person or entity.

Article 11 Operation of Animal Shelter Facilities

The City of Newburyport shall maintain and operate an Animal Shelter Facility under the following terms and conditions.

I. OPERATIONS:

- A. The Animal Shelter Facility shall be accessible to the citizens of each Participating Governmental Unit for the retrieval of impounded animals during normal business hours, Monday through Wednesday 8AM to 4PM, Thursday 8 AM to 7 PM, and Friday 8 AM to 12 PM by appointment. Weekend hours will be provided by appointment only. Notice shall be posted conspicuously and in a readily accessible format in the main municipal building of both Participating Governmental Units which states the hours of operation and an emergency telephone number for use by residents to retrieve their pets. Such information shall also be made available on each respective Participating Governmental Unit website. The animal shelter shall be able to accept impounded animals 24 hours a day, 365 days a year.**
- B. Newburyport will provide daily supervision, food, water and humane care to animals boarded at the shelter.**
- C. All Animal Control Officers will log in each time they enter the Animal Shelter Facility. The sign-in sheets will be submitted monthly to the Director of Public Health.**
- D. The Animal Shelter Facility is to be solely used for the impounding of animals and to be used by Animal Control Officers only. There shall be no entry of other persons in the shelter without the consent of the City of Newburyport Director of Public Health.**
- E. Newburyport will be responsible for the Animal Shelter Facility cleaning/sanitizing supplies, maintenance, heat, water, electric and other utility costs incurred in connection with the operation of the Facility.**
- F. Newburyport will be responsible to keep the Animal Shelter Facility and associated kennels maintained, clean, and sanitary on a daily basis. Excreta and food waste shall be removed from primary enclosures daily and from under enclosures as often as necessary to prevent an excessive accumulation of feces and food waste, to prevent soiling of the animals contained in the enclosures, and to reduce disease, hazards, insects, pests, and odors. The condition of the kennels and quality of care is to be of a high caliber and performed to the standards established by the City of Newburyport Director of Public Health.**

- G. Boarding facilities shall include a sheltered kennel unit with cages and/or runs that protect the animals from precipitation, and extreme hot (100°F or greater) and cold (45°F or less) conditions. Except in emergency situations, as determined by the Newburyport Animal Control Officer, no more than one adult animal shall be kept per cage.
 - H. Newburyport will be responsible for ensuring that an ill or injured animal is treated promptly by the respective Participating Governmental Unit's contracted licensed veterinarian, depending on the nature and/or seriousness of the illness or injury, and that any prescribed medication is promptly obtained and administered.
- II. FEES:
- A. Owners who reclaim animal(s) shall make payment to the City of Newburyport prior to reclaiming their animal(s) for all boarding fees (\$35.00 per day for each animal) and all other fees related to shelter services provided per day per animal.
 - B. Newburyport shall provide invoices, collect monies and keep records of all required fees received from owners. Invoices provided to owners who are retrieving their animal shall include the date that the animal was delivered to the shelter, the per day shelter rate, the number of days that the animal was sheltered, medical bills as applicable, and total fee due and collected.
 - C. Each Participating Governmental Unit shall be responsible for the direct costs to care for the animals which originate from said community, including but not limited to flea treatments and any veterinary costs. For the purposes of this agreement, "veterinary costs" shall include rabies vaccinations, health evaluation, treatment of minor curable diseases and euthanasia.
 - D. Each Participating Governmental Unit shall pay any additional costs associated with the transport and removal of animals from their community if an animal is not claimed or is injured.
 - E. Newburyport may add a surcharge of up to ten (10) percent (not to exceed \$25.00) to medical bills to cover certain incidental costs relating to transportation of an animal to a veterinarian's office, telephone expenses incurred in connection with medical treatment, and any special care involved. Bills must support all medical charges and receipts bearing the name of the veterinarian or firm from whom they were obtained.
 - F. Fees for animals that are unclaimed by the owner at the end of the maximum seven (7) day holding period shall be paid by the Participating Governmental Unit where the animal originated.

G. All fees and receipts from boarding and all other services related to the shelter shall be submitted monthly to the City of Newburyport Health Department.

III. RECORD KEEPING: Each Participating Governmental Unit's Animal Control Officers shall maintain an impound record on each animal delivered to the Animal Shelter Facility. The impound record will be prepared and filled out by the appropriate Animal Control Officer and delivered to the Facility with the animal.

Upon discharge, one (1) copy of the animal's completed record shall be provided to the person claiming the animal and one (1) copy of each discharged animal's record shall be provided to Newburyport. If the agreement is terminated, all impound records shall be transmitted to the appropriate town.

IV. DISCHARGE:

A. Claimed animals: Each Participating Governmental Unit will require the person claiming the animal to show identification (preferably a driver's license). In the case of a dog, a certificate of license is required of all dogs six (6) months of age or older for release.

In the event of non-licensure of a dog, the owner or person claiming the dog will be required to show proof of licensure prior to release by the Animal Control Officer. The Animal Control Officer will not be responsible for ensuring licensure of the dog.

In addition, the Animal Control Officer will provide the person claiming the animal with a full disclosure of any medical treatment rendered by a veterinarian and/or the Animal Shelter Facility and by whom it was rendered and a complete identification of any prescription or non-prescription medicine(s) administered to the animal while in custody. Finally, the Animal Shelter Facility must obtain the signature and the driver's license number of the person to whom the animal is released on the Impound Record.

B. Unclaimed animals: Unless requested by the Newburyport Director of Public Health or West Newbury Police Chief to retain the animal for a longer period (2 to 4 additional days), animals will be picked up on or immediately following the seventh (7th) day of confinement by the Animal Control Officer. The written notice to extend shelter services from the Newburyport Director of Public Health or West Newbury Police Chief must accompany the reports to the city or town. The shelter may place such animals as are deemed suitable up for adoption in accordance with MGL Chapter 140, section 136A.

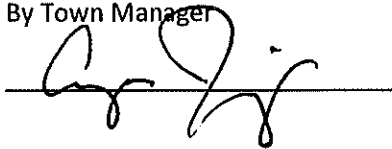
Article 12 Miscellaneous

a. This agreement may be amended in writing by vote of both of the Participating Governmental Units. Should additional municipalities seek to join this program of shared Animal Control Services, the terms agreed to herein, including apportionment of expenses, for such additional municipalities shall be negotiated and approved by both of the Participating Governmental Units.

- b. This agreement represents the entire understanding of the parties with respect to its subject matter.
- c. This agreement shall be governed by the laws of the Commonwealth of Massachusetts.
- d. If any of the provisions of this agreement is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under such provision, provided, however, that the remainder of the Agreement shall be enforced.

TOWN OF WEST NEWBURY

By Town Manager



Dated: 7/24/23

CITY OF NEWBURYPORT

By Mayor



Dated: 7/21/2023

Duly authorized by unanimous 3-0 vote
of Select Board on April 24, 2023

Exhibit A: Shared Animal Control Services, Total Program Costs

<u>Estimated Costs</u>	<u>FY2024</u>	<u>FY2025</u>
Animal Control Officer*	61,300	62,986
Assistant ACO	12,500	12,750
Overtime	3,600	3,600
Clothing Allowance	800	825
Building & Grounds	2,000	2,000
Care of Animals	2,750	2,750
Dead Animal Removal	100	100
Fuel/Oil Vehicle	1,500	1,500
Dues/Licenses	100	100
Health Insurance	7,416	7,713
Workers Comp	578	601
FICA (Medicare) Taxes	889	913
Sub-Total Newburyport Costs	<u>93,533</u>	<u>95,838</u>
West Newbury Vehicle	2,181	1,963
Sub-Total West Newbury Costs	<u>2,181</u>	<u>1,963</u>
Total Program Cost	<u>95,714</u>	<u>97,801</u>
<u>65/35 split based on actual costs</u>		
	<u>FY2024</u>	<u>FY2025</u>
<u>West Newbury's Share</u>		
Direct Costs	2,181	1,963
Assessment (Estimated**)	27,443	32,268
Total West Newbury	29,624	34,230
% of Total Program Cost	31.0%	35.0%
<u>Newburyport's Share</u>		
Direct Costs	93,533	95,838
Less: Payment from WNBY	-27,443	-32,268
Total Newburyport	66,090	63,571
% of Total Program Cost	69.0%	65.0%

*Current employee is Teamsters Grade F, Hire Date 11/12/2019.

**Newburyport will invoice West Newbury for actual costs incurred as of December 31 and June 30 for all expenses indicated above.



FY25

1/9/2024

BOARD OF HEALTH

LINE ITEMS	FY22	FY23		FY24		FY25
	Actual	Budget	Actual	Budget	Actual	Budget
	Expended	Allocated	Expended	Allocated	As of Dec 1	Requested
Salary & Wages #510-5111	\$ 126,497.55	\$ 129,621.00	\$ 128,081.84	\$ 134,918.00	\$56,047.36	TM
Public Health #510-5200	\$ 5,700.00	\$ 8,175.00	\$ 4,138.71	\$ 6,000.00	\$2,000.00	\$ 6,000.00
Waste Collection #510-5290	\$ 375,998.05	\$ 401,940.00	\$ 401,940.00	\$ 421,400.00	\$150,298.09	\$ 441,360.00
Recycling Collection #510-5291	\$ 1,669.84	\$ 10,000.00	\$ 30,516.71	\$ 45,000.00	\$8,575.69	\$ 43,000.00
Hazardous Waste #510-5292	\$ 1,797.84	\$ 2,000.00	\$ 1,988.74	\$ 2,000.00	\$1,502.01	\$ 2,000.00
Steele Landfill #510-5293	\$ 29,708.00	\$ 33,555.00	\$ 33,174.71	\$ 36,315.00	\$6,400.00	Paul -work in progress
Sub-Total:	\$ 541,371.28	\$ 585,291.00	\$ 599,840.71	\$ 645,633.00	224,823.15	\$ 492,360.00
Expenses #510-5400						
Advertising	\$ 865.13	\$ 1,000.00	\$ 1,313.30	\$ 1,000.00		\$ 1,000.00
Equipment / Repairs	\$ 145.00	\$ 600.00	\$ 401.71	\$ 600.00		\$ 600.00
Supplies	\$ 800.00	\$ 1,400.00	\$ 1,430.61	\$ 1,400.00		\$ 1,400.00
Membership / Dues	\$ 497.38	\$ 400.00	\$ 297.38	\$ 400.00		\$ 400.00
Mileage	\$ 163.44	\$ 200.00	\$ 263.58	\$ 200.00		\$ 200.00
Misc.	\$ 104.11	\$ 200.00	\$ 291.00	\$ 200.00		\$ 200.00
Professional Services	\$ -	\$ 300.00	\$ 300.00	\$ 300.00		\$ 300.00
Training / Education	\$ 410.00	\$ 400.00	\$ 1,291.00	\$ 400.00		\$ 400.00
Cell Phone	\$ -	\$ 500.00	\$ -	\$ 500.00		\$ 500.00
Vehicle	\$ 3,838.68	\$ 2,000.00	\$ 1,563.84	\$ 2,000.00		\$ 2,000.00
Sub-Total:	\$ 6,823.74	\$ 7,000.00	\$ 7,152.42	\$ 7,000.00	1,613.21	\$ 7,000.00
Department Total:	\$ 548,195.02	\$ 592,291.00	\$ 606,993.13	\$ 652,633.00	226,436.36	\$ 499,360.00
<i>Waste Collection #510-5290</i>	<i>G. Mello Contract FY25 = \$290,160. Misc. Estimated Expenses: Fuel \$6,000 and Mailing \$1,000</i>					
	<i>Covanta annual estimated CPI 3% Tip Fee \$103 and BOH estimates 1400 trash tons = \$144,200</i>					
<i>Recycling #510-5291</i>	<i>G. Mello Contract charges "Market Rate" BOH estimates 430 recycling tons @ \$100. tip fee = \$43,000</i>					

TRASH TONNAGE

1/18/2024

MONTH	FY24 - \$100.75	FY25 - \$103	FY26	FY27	FY28	FY29	FY30	FY31
JULY	116.89							
AUGUST	106.20							
SEPTEMBER	123.05							
OCTOBER	117.34							
NOVEMBER	109.64							
DECEMBER	122.53							
JANUARY								
FEBRUARY								
MARCH								
APRIL								
MAY								
JUNE								
TOTALS	695.65							
	Estimated 1400 tons	Estimated 1400 tons	Estimated ____ tons	Estimated ____ tons	Estimated ____ tons	Estimated ____ tons	Estimated ____ tons	Estimated ____ tons
Covanta Actual \$								

TRASH TONNAGE

11/14/2023

MONTH	FY14 - \$72	FY15 - \$74	FY16 - \$65	FY17 - \$66	FY18 - \$67	FY19 - \$68	FY20 - \$69	FY21 - \$90	* FY22- \$93.60	**FY23- \$97.34
JULY	125.24	105.57	90.10	116.22	134.64	106.88	120.86	122.33	111.36	114.62
AUGUST	115.85	115.79	118.73	115.70	108.26	119.93	123.04	137.27	110.04	106.99
SEPTEMBER	120.24	119.67	100.12	108.17	129.83	96.70	109.77	158.47	100.98	112.7
OCTOBER	107.68	116.86	94.71	104.28	122.40	117.50	107.03	117.47	115.32	110.65
NOVEMBER	117.56	107.11	142.88	123.91	120.77	133.20	121.81	140.50	118.38	104.54
DECEMBER	125.70	128.40	94.77	107.14	116.81	108.19	104.25	109.30	103.61	111.59
JANUARY	115.42	106.88	137.43	132.92	131.52	90.06	113.97	128.48	120.44	114.46
FEBRUARY	90.76	87.30	113.18	87.98	91.42	75.86	88.75	91.20	88.03	89.19
MARCH	107.81	105.34	100.98	90.10	110.46	108.65	110.36	118.19	90.76	99.93
APRIL	117.81	105.90	102.67	101.59	106.00	116.64	106.25	121.40	107.74	96.59
MAY	114.08	124.00	114.87	136.85	127.53	108.23	148.94	124.54	113.64	115.82
JUNE	117.46	123.90	103.33	111.03	127.18	126.17	123.92	114.5	99.92	117.65
TOTALS	1375.61	1346.72	1313.77	1335.89	1426.82	1308.01	1378.95	1483.65	1280.22	1294.73
	Estimated 1600 tons	Estimated 1600 tons	Estimated 1600 tons	Estimated 1600 tons	Estimated 1600 tons	Estimated 1500 tons	Estimated 1600 tons	Estimated 1600 tons	Estimated 1600 tons	Estimated 1414 tons
Covanta Actual	\$ 99,043.92	\$ 99,657.28	\$ 85,395.05	\$ 88,168.74	\$ 95,596.94	\$ 88,944.68	\$95,147.55	\$ 133,528.50	\$ 119,828.57	\$ 126,028.03
							both contracts expire	mello extension expire	NO weekly curbside bulk tonnage	covanta expire
* FY22 Auto-cart program begins AND fuel charges are implemented.										
** FY23 November 13, 2022 Collection begins at Ocean Meadow										

TRASH TONNAGE

11/14/2023

MONTH	FY07 - \$68	FY08 -\$69.50	FY09 - \$71.50	FY10 - \$64.00	FY11 - \$66.00	FY12 - \$68	FY13 - \$70
JULY	208.30	176.52	139.31	145.74	114.69	116.08	111.74
AUGUST	190.27	157.87	147.77	141.61	121.53	111.70	121.20
SEPTEMBER	215.93	182.59	168.68	134.76	112.75	125.23	102.88
OCTOBER	209.21	188.49	146.42	138.65	117.12	120.68	108.28
NOVEMBER	207.15	176.51	139.95	144.49	121.37	122.40	105.41
DECEMBER	212.90	158.48	165.25	131.95	117.62	121.00	113.90
JANUARY	191.74	155.63	146.11	113.96	113.34	114.82	110.95
FEBRUARY	135.58	135.55	109.46	85.00	90.92	92.04	79.96
MARCH	159.46	130.54	129.78	123.13	113.09	103.05	101.75
APRIL	172.20	142.69	119.18	117.32	113.71	113.65	114.87
MAY	173.33	157.65	146.10	107.85	123.13	110.44	117.05
JUNE	186.81	152.33	144.93	131.29	115.93	124.47	124.80
TOTALS	2262.88	1914.85	1702.94	1515.75	1375.2	1375.56	1312.79
	Estimated 2250 tons	Estimated 2600 tons	Estimated 2600 tons	Estimated 2150 tons	Estimated 1700 tons	Estimated 1600 tons	Estimated 1600 tons
FY07 Reasons for high tonnage: Abuse, less recycling, wet trash (floods).							
FY08 instituted "GOT BOOKS" recycling program							
FY10 original estimate for tonnage was 2250. Budget cuts (2) now estimate 2150							
January 1, 2010 barrel limit implemented							

FY24
G. MELLO AND COVANTA INVOICES

Mello Trash=\$276,900. Covanta \$144,500. = \$421,400. total
Mello Recyc=\$45,000.

G. MELLO DISPOSAL							COVANTA (\$100.75 tip fee per ton)				
Date	Invoice #	Recycling Tonnage	Recycling Per \$ Ton	Fuel	Recycling \$	Trash \$	#	Date	Invoice #	Tonnage	Amount
7/31/2023	245206	30.58	\$ 66.57	\$ 45.46	\$ 2,035.71	\$ 23,075.00	1.00	7/31/2023	456145	116.89	\$ 11,776.68
8/31/2023	247371	30.32	\$ 76.90	\$ 152.32	\$ 2,331.31	\$ 23,075.00	2.00	8/31/2023	460329	106.20	\$ 10,699.67
9/30/2023	254207	25.10	\$ 60.57	\$ 210.68	\$ 1,520.31	\$ 23,075.00	3.00	9/30/2023	464395	123.05	\$ 12,397.31
10/31/2023	256427	38.40	\$ 54.77	\$ 267.57	\$ 2,103.17	\$ 23,075.00	4.00	10/31/2023	468951	117.34	\$ 11,822.03
11/30/2023	264914	33.57	\$ 48.35	\$ 200.78	\$ 1,623.11	\$ 23,075.00	5.00	11/30/2023	471722	109.64	\$ 11,046.26
						\$ 23,075.00	6.00				
						\$ 23,075.00	7.00				
						\$ 23,075.00	8.00				
						\$ 23,075.00	9.00				
						\$ 23,075.00	10.00				
						\$ 23,075.00	11.00				
						\$ 23,075.00	12.00				
TOTAL		157.97		\$ 876.81	\$ 9,613.61	\$ 276,900.00		TOTAL		573.12	\$ 57,741.95
MISC RECYCLING EXPENSES:							MISC WASTE EXPENSES:				
01-510-5291							01-510-5290				
Med Waste	8/2/2023	shred	\$165.00					Minuteman			
*Med Waste	9/1/23 shredding expenses now charge to revolving account										
Minuteman		flyer									

FY23
G. MELLO AND COVANTA INVOICES

Mello Trash=264,240 Covanta \$137,700 (per fincom) = total \$401,940 (level funded from FY22per fincom).
Mello Recyc=\$10,000.

G. MELLO DISPOSAL: Recycling Est \$10,000						COVANTA (\$97.34 tip fee per ton)				
Date	Invoice #	Recycling Tonnage	Recycling Per \$ Ton	Recycling \$	Trash \$	#	Date	Invoice #	Tonnage	Amount
7/31/2022	198767	40.48	\$ 4.71	\$ 190.66	\$ 22,020.00	1.00	7/31/2022	407645	114.62	\$ 11,157.12
8/31/2022	205475	33.17	\$ 15.83	\$ 525.08	\$ 22,020.00	2.00	8/31/2022	411777	106.99	\$ 10,414.41
9/30/2022	206023	31.31	\$ 67.55	\$ 2,114.99	\$ 22,020.00	3.00	9/30/2022	415474	112.70	\$ 10,970.22
10/31/2022	208105	37.87	\$ 74.75	\$ 2,830.78	\$ 22,020.00	4.00	10/31/2022	420283	110.65	\$ 10,770.67
11/30/2022	210164	30.84	\$ 93.35	\$ 2,878.91	\$ 22,020.00	5.00	11/30/2022	424256	104.54	\$ 10,175.92
12/31/2022	216773	42.87	\$ 80.25	\$ 3,440.32	\$ 22,020.00	6.00	12/31/2022	427333	111.59	\$ 10,862.17
1/31/2023	218763	36.87	\$ 78.81	\$ 2,905.72	\$ 22,020.00	7.00	1/31/2023	431671	114.46	\$ 11,141.53
2/28/2023	220688	29.69	\$ 83.93	\$ 2,514.54	\$ 22,020.00	8.00	2/28/2023	436220	89.18	\$ 8,680.79
3/31/2023	227306	34.34	\$ 73.25	\$ 2,515.41	\$ 22,020.00	9.00	3/31/2023	438933	99.93	\$ 9,727.19
4/30/2023	229350	29.95	\$ 69.44	\$ 2,079.73	\$ 22,020.00	10.00	4/30/2023	443778	96.59	\$ 9,402.06
5/31/2023	231541	41.68	\$ 64.26	\$ 2,678.36	\$ 22,020.00	11.00	5/31/2023	447058	115.82	\$ 11,273.91
6/30/2023	243119	39.29	\$ 60.08	\$ 2,360.54	\$ 22,020.00	12.00	6/30/2023	452242	117.65	\$ 11,452.04
TOTAL				\$ 27,035.04	\$ 264,240.00		TOTAL		1294.72	\$ 126,028.03
* November 13, 2022 Collection begins at Ocean Meadow										
*Reduced Recycling to \$10,000 per vote 1/25/22							*Estimated 1414 tons x \$97.34 = \$137,638.			
* January 25, 2022 TM request from FinCom reduce Recycling							* March 1, 2022 buget meeting with FinCom level funded Waste			
	\$10,000						\$401,940			

FY23
G. MELLO AND COVANTA INVOICES

Mello Trash=264,240 Covanta \$137,700 (per fincom) = total \$401,940 (level funded from FY22per fincom).
Mello Recyc=\$10,000.

<u>MISC RECYCLING EXPENSES:</u>				<u>MISC WASTE EXPENSES:</u>			
Med Waste	7/13/2022	shred	\$ 45.00	Minuteman	12/5/2022	flyer	\$ 599.19
Med Waste	7/13/2022	shred	\$ 135.00	G. Mello	August	fuel	558.05
Med Waste	10/7/2022	shred	\$ 150.00	G. Mello	September	fuel	413.70
Minuteman	12/5/2022	flyer	\$ 599.19	G. Mello	November	fuel	773.02
Med Waste	1/20/2023	shred	\$ 150.00	G. Mello	January	fuel	534.27
Med Waste	1/20/2023	shred	\$ 30.00	G. Mello	March	fuel	148.30
G. Mello	July	fuel	\$ 672.68	G. Mello	May	fuel	\$ 129.33
G. Mello	October	fuel	\$ 508.08				
G. Mello	December	fuel	\$ 603.89				
G. Mello	February	fuel	\$ 419.66				
G. Mello	April	fuel	\$ 239.25				
G. Mello	June	fuel	51.22				
Med Waste	5/9/2023	shred	\$ 180.00				
Med Waste	5/9/2023	shred	\$ 15.00				
			\$ 3,798.97				\$ 3,155.86

MELLO FUEL EXPENSE

	FY22	FY23	FY24	FY25	FY26	FY27	FY28
JULY	\$ -	\$ 672.68	\$ 45.46				
AUGUST	\$ -	\$ 558.05	\$ 152.32				
SEPTEMBER	\$ -	\$ 413.70	\$ 210.68				
OCTOBER	\$ -	\$ 508.08	\$ 267.57				
NOVEMBER	\$ -	\$ 773.02	\$ 200.78				
DECEMBER	\$ -	\$ 603.89					
JANUARY	\$ -	\$ 534.27					
FEBRUARY	\$ -	\$ 419.66					
MARCH	\$ 1,309.28	\$ 148.30					
APRIL	\$ 498.62	\$ 239.25					
MAY	\$ 1,015.84	\$ 129.33					
JUNE	\$ 833.24	\$ 51.22					
TOTAL	\$ 3,656.98	\$ 5,051.45	\$ 876.81				

12/12/2023

MELLO FY22-26

8. Penalty. In the event of the failure of the Contractor to complete the collection program for a particular day's route due to inclement weather, mechanical breakdowns, personnel or other problems, including strike, the Board of Health, or its designee, may employ the services of others to complete the day's route until such time as the Contractor is able to fully perform the services required under the contract to the satisfaction of the Board of Health, or its designee, and the expense so incurred shall be deducted from the next payment due to the Contractor. No penalty shall be assessed if the failure to collect is for a reason beyond the Contractor's control e.g., a two-day blizzard; however, the Contractor shall resume collection as soon as the cause of Contractor's failure to collect has passed or else the penalty shall be assessed.
9. Cancellation. If the Town determines that the Contractor has failed to collect the wastes as set forth above, or has otherwise materially breached this contract, the Board of Health may give a ten (10) day written notice to the Contractor that the contract is terminated and the Town may enter into another contract without advertising therefore and hold the Contractor, herein, liable and responsible for all damages to the Town.
10. Award of the contract is subject to appropriation and the continued funding of the contract by Town Meeting in future years.

Disposal of Solid Waste

Disposal of Solid Waste shall be at the Covanta Energy facility, or at such alternative site as may be designated by Covanta Energy. pursuant to Part 3 Right of Refusal of the contract between Covanta Energy. and the Town, which said Part 3 is incorporated herein by reference. In the event that the Town no longer contracts with Covanta Energy, then delivery shall be at such facility, or facilities as may from time to time be designated by the West Newbury Board of Health.

CONTRACT AND PAYMENT SCHEDULE

This contract shall commence as of July 1, 2014 and shall terminate as of June 30, 2019.

The Town shall pay the Contractor the following sums for the collection of solid waste for the contract periods as specified below:

Year	Collection Fee (Per Year)	Recyclables Marketing Fee (Per Ton)
July 1 st 2021 thru June 30 th 2022	\$ 252,180.00	Market Rate*
July 1 st 2022 thru June 30 th 2023	\$ 264,240.00	Market Rate*
July 1 st 2023 thru June 30 th 2024	\$ 276,900.00	Market Rate*
July 1 st 2024 thru June 30 th 2025	\$ 290,160.00	Market Rate*
July 1 st 2025 thru June 30 th 2026	\$ 304,668.00	Market Rate*

*Please note that Market Rate for recyclables is determined by the processor and G. Mello does not mark the price up. Included in your invoice will be the pricing sheet from the processor that is released on the 15th of each month.

Charges shall be billed monthly and shall be accompanied by the weight slips as specified above.

Additional Terms

1. The commencement date of the contract shall be July 1, 2021 and the contract shall expire June 30, 2026.
2. Trash collection shall take place each week on Monday and Friday.

SECOND AMENDMENT TO SERVICE AGREEMENT

RECEIVED
MAY 02 2023
BOARD OF HEALTH

This Second Amendment is dated as of April 28, 2023 and amends the Service Agreement dated as of May 1, 2015 and the First Amendment to Service Agreement dated as of June 9, 2020 (together, the "Agreement") by and between Covanta Haverhill Associates, LLC (formerly known as Covanta Haverhill Associates, "CHA") and the Town of West Newbury, Massachusetts (the "Town").

The terms used herein with the initial letter capitalized, unless otherwise defined herein, shall have the meanings therefore set forth in the Agreement.

THEREFORE, in consideration of their mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree to amend the Agreement as follows:

- 1. Section 5(a) is hereby modified by adding the following:

Contract Year	Tipping Fee
July 1, 2023 through June 30, 2024	\$100.75

On July 1, 2024 and July 1, 2025, the Tipping Fee shall be subject to an increase over the preceding contract year's rate by a percentage positive increase, if any, in the Consumer Price Index, for All Urban Consumers Boston All Items, published by the U.S. Department of Labor, Bureau of Statistics for May 2024 and May 2025, respectively.

- 2. Section 6 is hereby modified by extending the term of the Agreement through June 30, 2026.

All terms and conditions set forth in the Agreement not specifically amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the hereto have caused this Second Amendment to Service Agreement to be executed as of the date first written above.

COVANTA HAVERHILL ASSOCIATES, LLC

By: Thomas M. Wickes
Name: Thomas M. Wickes
Title: VP

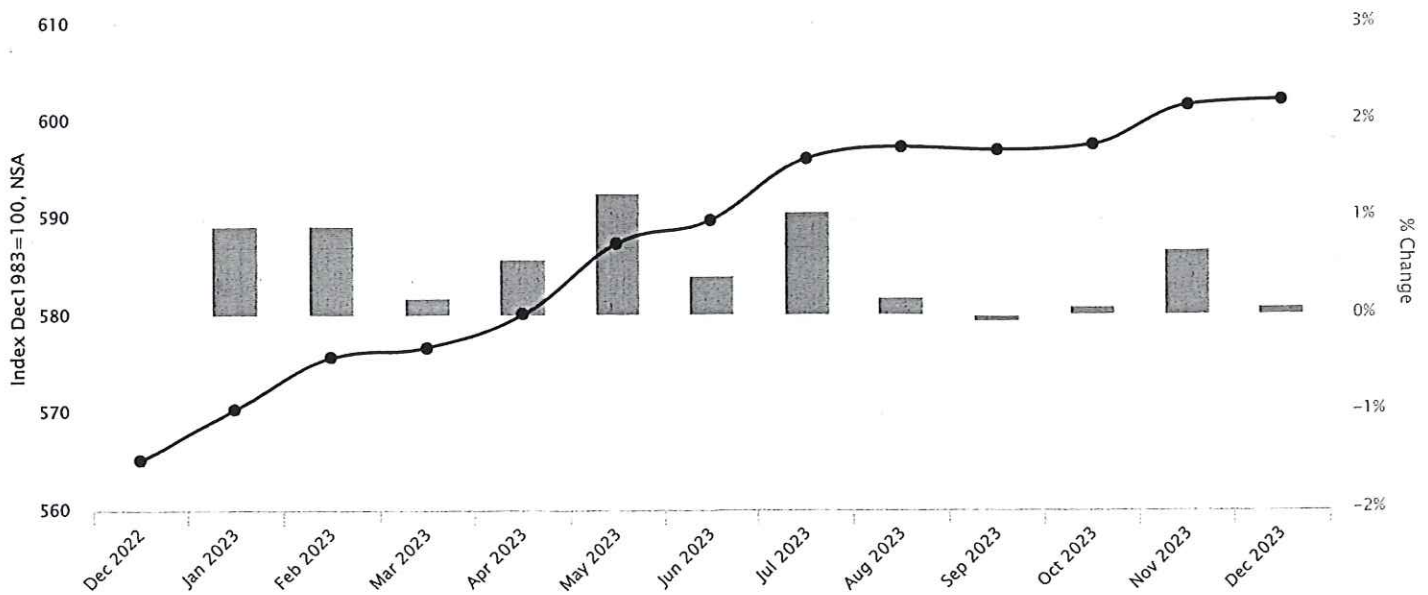
What are you looking for?



United States

FREE
ADD TO CART

United States - CPI: Urban Consumer - Garbage and trash collection



United States: CPI: Urban Consumer - Garbage and trash collection

Mnemonic	XCPIUEHG02.IUSA
Unit	Index Dec1983=100, NSA
Adjustments	Not Seasonally Adjusted , Seasonally Adjusted
	Monthly ▲ 0.09 %
Data	Dec 2023 602.16



Town of West Newbury Departmental Expense Budgeting Form

COA	FY2022	FY2023				FY2024			FY2025
	Actual Expended	Budget Requested	Budget Approved	Actual Expended	Turn back / Transfers	Budget Requested	Budget Approved	Year to Date Expended	Budget Requested
<u>Personnel</u>									
Salary & Wages	71,524	100,308	100,308	93,947	6,361	103,982	103,982	58,627	107,907
Overtime	0		0			0			
Other (incentives, longevity, stipends)	0		0			0			
Sub-Total:	71,524	100,308	100,308	93,947	6,361	103,982	103,982	58,627	107,907
<u>Expenses</u>									
Advertising / Newsletters									6,000
Communications / Cell Phone									500
Equipment / Kitchen Supplies									1,000
Office Supplies									1,500
Mileage / Travel									1,000
Professional / Technical Svcs									1,850
Training / Education / Dues									900
Fitness Programs									1,200
Program Food									4,000
Other Programs									1,550
Sub-Total:	21,808	19,500	19,500	19,490	10	19,500	19,500	11,449	19,500
Department Total:	93,331	119,808	119,808	113,438	6,370	123,482	123,482	70,076	127,407

Please complete the above current fiscal year budget request.
 For each line item that varies from prior year actual, provide a detailed explanation below.
 Salary and wage detail to be provided on the Salary and Wage Worksheet, attached.

Newsletters:	USPS \$350 x 6; Printer \$590 x 6 - may fluctuate due to new mailing list every few months and how many seniors elect for the electronic version emailed
Cell Phone:	approx. \$41.49 x 12
Kitchen Supplies:	paper plates, plastic utensils, tablecloths, placemats, pots & pans
Office Supplies:	folders, clipboards, envelopes, pens, pencils, dry erase markers, binders, colored paper, large gloss paper for posters
Mileage:	both director and nutrition coordinator - combined average per month \$80 x 12
Professional Services:	My Senior Center software annual maintenance agreement increase from \$790 to \$1,500; Canva annual \$200; NEET transportation annual \$150
Training / Dues:	MCOA dues \$265; annual conference approx. \$635 (if board or Jen participate in conf, Formula Grant funds can be used)
Fitness Programs:	Reiki session \$600-may offer twice during the year; 3B Class is self supporting; new Yoga Class is self supporting
Program Food:	2-3 monthly dinners & luncheons - approx. \$150 per meal; other food items include coffee, cookies, breakfast items
Vehicle Maintenance:	possibly disposing of van as surplus property
Other Programs:	include: sand pails for seniors, floral arrangement class, games, craft/painting classes

Budget request submitted by: William Marshman
 Contact (phone/email): COA@wnewbury.org
978-303-1104



SAGE CENTER

social | activities | growth | education

To: Angus Jennings, Town Manager
From: Christine Marshall, COA Director *CM*
Date: December 27, 2023
Re: Proposed FY25 Budget

Council on Aging goals and objectives for FY25:

- Expense budget of \$19,500 remains the same as FY24
- Based on the outstanding performance of the department/staff, I am proposing step increases for both positions. Proposed increase to Salary & Wages from \$103,982 to \$107,907.
- Continue utilizing Formula Grant funds to partially support salary expense of Nutrition Coordinator for \$10,000 (increased from \$7,000) and support other programs, such as the annual volunteer appreciation event and annual holiday concert/luncheon. Formula Grant increased in FY24 to \$19,054 from \$15,996.
- Continue to grow participation
- Continue to collaborate with community businesses, local social service agencies, and Town departments.
- Continue to grow Senior Tax Work-Off program – currently at 14 volunteers. We are most likely at the max for the number of volunteer jobs offered. Prior participation has been: 11 volunteers in FY23, 4 volunteers in FY22.
- Continue to increase efficiency by utilizing software. MCOA grant received to purchase My Senior Center Touch Screen. This will increase the annual maintenance agreement from \$790 to \$1,500 per year.
- Increase in printing cost of bimonthly newsletter – from \$536 to \$590 for 1,000 newsletters effective January 2024.
- Decrease expense for Fitness Programs. 3B Fitness class has always been self supporting. With the change in Yoga class/instructor (Dec. 2023), which is held in collaboration with the G.A.R. Memorial Library, class will now be self supporting.
- Authorized signer for departmental expenses is Christine Marshall



West Newbury Council on Aging

381 Main Street, West Newbury, MA 01985 | (978) 363-1104 | coa@wnewbury.org



SAGE CENTER

social | activities | growth | education

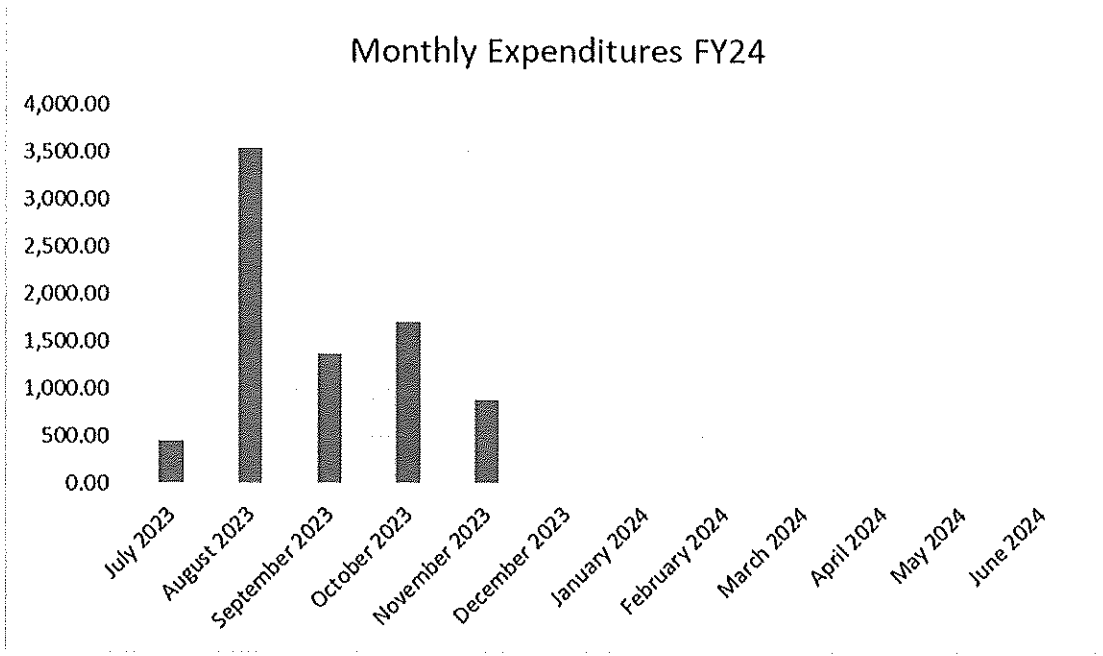
TOWN OF WEST NEWBURY | COUNCIL ON AGING

Financial Report as of November 30, 2023

Balances as of November 30, 2023				
General Fund	Allocated	Expended	Ending Balance	% Used
COA Salary & Wages	103,982.00	-42,270.08	61,711.92	-40.65%
COA Expenses	19,500.00	-7,985.90	11,514.10	-40.95%
Gift Accounts	Starting Balance	Expended	Donations	Ending Balance
COA Gift Account	9,112.09	-1,015.00	3,130.00	11,227.09
Food Pantry Gift Account	9,277.98	-2,119.49	6,146.01	13,304.50
Grants	Starting Balance	Expenses	Payroll	Ending Balance
Formula Grant*	9,527.00	0.00	0.00	9,527.00
*Total Grant \$19,054. Received half (\$9,527) of the Formula Grant in Nov. \$7,000 to be used towards Jen's salary.				

YTD General Fund Expenses by Category				
Programs	Budget	General Fund YTD Expenses	Category Total	Remaining
Sunray Café - lunches, dinners, ice cream socials		-1,268.86		
3B Class - Balance, Bones & Brain		0.00		
Yoga Class		-960.00		
Reiki, Meditation, Aromatherapy		0.00		
Program Supplies		-885.21		
Programs Sub Total			-3,114.07	
Other Expenses				
Newsletters		-1,806.02		
Office Supplies		-687.73		
Kitchen Supplies		-534.39		
Van Maintenance / gas		0.00		
Dues and memberships		-1,306.64		
Mileage reimbursement		-329.60		
Cell phone		-207.45		
Other Expenses Sub Total			-4,871.83	
FY24 Budget \$19,500	19,500.00	-7,985.90		11,514.10

Monthly Expenditures FY24	
July 2023	455.12
August 2023	3,552.22
September 2023	1,372.57
October 2023	1,713.91
November 2023	892.08
December 2023	
January 2024	
February 2024	
March 2024	
April 2024	
May 2024	
June 2024	
	7,985.90





SAGE CENTER

social | activities | growth | education

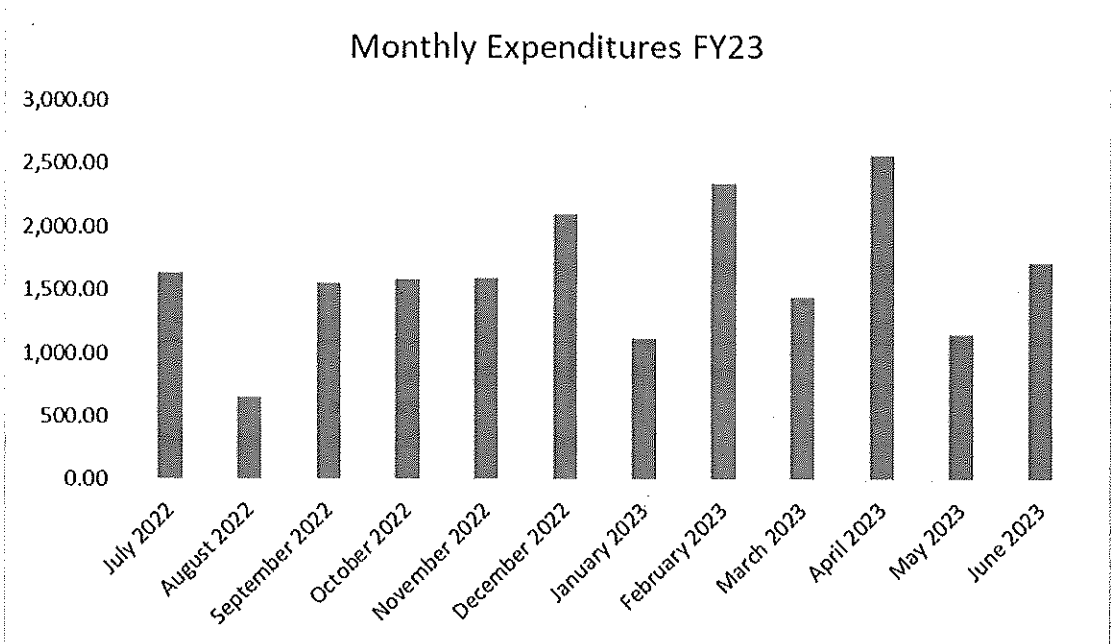
TOWN OF WEST NEWBURY | COUNCIL ON AGING

Financial Report as of June 30, 2023

Balances as of June 30, 2023				
General Fund	Allocated	Expended	Ending Balance	% Used
COA Salary & Wages	100,308.00	-93,947.27	6,360.73	-93.66%
Wage Study Increases		-4,050.94		
COA Expenses	19,500.00	-19,490.49	9.51	-99.95%
Gift Accounts	Starting Balance	Expended	Donations	Ending Balance
COA Gift Account	3,196.91	-2,630.78	8,545.96	9,112.09
Food Pantry Gift Account *	16,931.00	-14,473.02	6,820.00	9,277.98
Grants	Starting Balance	Expenses	Payroll	Ending Balance
Formula Grant	15,996.00	-8,917.20	-7,078.80	0.00
*updates made to Food Pantry expenses and donations - due to corrections to entries by Finance				

General Fund Expenses by Category				
Programs	Budget	General Fund YTD Expenses	Category Total	Remaining
Sunray Café - lunches, dinners, ice cream socials		-3,647.34		
Kitchen Supplies		-1,220.69		
3B Class - Balance, Bones & Brain		-80.00		
Yoga Class		-2,400.00		
Reiki, Meditation, Aromatherapy		-600.00		
Program Supplies		-1,933.52		
Programs Sub Total			-9,881.55	
Other Expenses				
Newsletters		-5,499.14		
Office Supplies		-1,317.87		
Van Maintenance / gas		0.00		
Dues and memberships		-1,324.99		
Mileage reimbursement		-969.06		
Cell phone		-497.88		
Other Expenses Sub Total			-9,608.94	
FY23 Budget \$19,500	19,500.00	-19,490.49		9.51

Monthly Expenditures FY23	
July 2022	1,640.73
August 2022	653.90
September 2022	1,556.94
October 2022	1,581.76
November 2022	1,600.54
December 2022	2,098.76
January 2023	1,121.12
February 2023	2,350.45
March 2023	1,447.62
April 2023	2,566.98
May 2023	1,150.24
June 2023	1,721.45
	19,490.49



	Nov 23	Oct 23	Sept 23	Aug 23	July 23	
Meals on Wheels - West Newbury	106	79	56	57	48	Total meals
Meals on Wheels - Groveland	382	446	480	439	411	Total meals
Congregate Lunch (in-person)	8	8	4	5	4	Total meals
Food Pantry - Food Out						
Food Pantry - Food Out	447	572	589	800	430	Food weight
Holiday Bags	483					Food weight
Food In	1,051	766	497	883	522	Food weight
Residents served	22	21	22	22	20	
Volunteers / Hours	3 / 15 hrs	2 / 12 hrs	4 / 16 hrs	4 / 15 hrs	3 / 11 hrs	
TRIPS						
TRIPS	n/a	n/a	n/a	24	n/a	Attendance
Sunray Café In-Person Lunch	28	12	9	14	18	Attendance
Lunch & Learn Speaker Series	n/a	15	13	n/a	n/a	Attendance
Greet the Day Yoga - Wednesday	8	n/a	n/a	n/a	n/a	Average attendance
Yoga Class - Friday	n/a	4	4	4	5	Average attendance
3B Exercise Class - Mondays	16	18	19	19	22	Average attendance
3B Exercise Class - Thursdays	19	18	18	21	20	Average attendance
Pickleball - Action Cove trial	6	n/a	8	6	n/a	Average attendance
Terrariums at Atria in Newburyport	n/a	n/a	4	n/a	n/a	Attendance
Coffee & Conversation	3	7	5	0	n/a	Total clients served
Ice Cream Social	n/a	n/a	19	n/a	14	Total clients served
Greeting Card Workshop	8	n/a	2	n/a	n/a	Attendance
Winter Sand Pail Delivery	n/a	n/a	n/a	n/a	n/a	Delivered
Cribbage & Other Card Games	5	4	7	4	4	Average attendance
Games & Puzzles with Pentucket	0	4	1	n/a	n/a	Attendance
NEET Rides - round trip						
NEET Rides - round trip	7	9	7	1	2	Total rides for month
Foot Care	18	17	18	23	20	Total clients served
Wellness Check - blood pressure	2	4	3	1	n/a	Total clients served
Senior Tax Work-Off Program	FY24 - currently 14 applications / FY23 - 11 volunteers / FY22 - 4 volunteers					

** programs no longer held are: Walking Group, Corn Hole, Age-Friendly Discussion Group, Craft Corner, Friday Yoga

	June 23	May 23	Apr 23	Mar 23	Feb 23	Jan 23	
Meals on Wheels - West Newbury	43	62	50	64	63	86	Total meals
Meals on Wheels - Groveland	449	441	397	452	331	330	Total meals
Congregate Lunch (in-person)	18	33	23	34	18	19	Total meals
Sunray Café							
Sunray Café Lunch Delivery	-	-	-	-	-	-	Total meals/# offered
Sunray Café In-Person Lunch	13	71	16	7	19	17	Attendance
Lunch & Learn Speaker Series	17	10	19	7	-	15	Attendance
Dinners	14	14	19	21	-	-	Attendance
Birthday Party Luncheon	-	-	-	-	-	-	Attendance
Special Town Meeting Q&A	-	-	-	-	-	-	Attendance
Food Pantry							
Food Pantry - Food Out	537	653	556	567	672	1,125	Food weight
Food In	607	696	433	283	742	1,315	Food weight
Residents served	19	19	25	22	22	22	
Volunteers / Hours	3 / 10 hrs	3 / 13 hrs	3 / 10 hrs	2 / 10 hrs	3 / 18 hrs	3 / 14 hrs	
TRIPS - (June Stoneham Theatre)							
TRIPS - (June Stoneham Theatre)	14						
Yoga Class *	5	5	8	6	-	8 on 1/6	Average attendance
3B Exercise Class - Mondays	22	23	22	25	21	18	Average attendance
3B Exercise Class - Wednesdays	-	6	7				
3B Exercise Class - Thursdays	18	21	26	21	17	19	Average attendance
Pickleball - Mondays	-	-	-	-	-	-	Attendance
Guided Reiki / Meditation Series	-	-	8	7	-	-	Attendance
Outdoor Adventure Walking Group	-	0	2	-	-	-	Attendance
Eat the Rainbow Nutrition Talk	-	-	-	-	-	-	Attendance
Winter Sand Pail Delivery	-	-	-	-	-	-	Delivered
Zoom Watch Party - Scams - Library	-	-	0	0	1		Attendance
Harvey Leonard @Nbpt. COA	-	-	-	24			Attendance
Cornhole Games	0	0	3	1.5			Average attendance
Cribbage Games	4	4	4	4			Average attendance
Games & Puzzles with Pentucket	-	0	3	0	2	1	Attendance
NEET Rides							
NEET Rides - round trip	3	3	1	8	4	5	Total rides for month
Foot Care	17	21	18	21	21	20	Total clients served
Senior Tax Work-Off Program FY23	11 currently working						FY22 - 4 volunteers

* Yoga on hold from 1/13 until 3/3/2023

	Dec 22	Nov 22	Oct 22	Sept 22	Aug 22	July 22	
Meals on Wheels - West Newbury	102	99	126	127	86	61	Total meals
Meals on Wheels - Groveland	357	360	372	353	391	365	Total meals
Congregate Lunch (in-person)	4	17	14	20	39	47	Total meals
Sunray Café							
Sunray Café Lunch Delivery	-	-	-	-	28 / 1	25 / 1	Total meals/# offered
Sunray Café In-Person Lunch	44	8	11	5	-	-	Attendance
Lunch & Learn Speaker Series	-	11	18	-	-	-	Attendance
Dinner - themed dinners	-	25	cancelled	16	-	-	Attendance
Birthday Party Luncheon	-	-	-	-	3	5	Attendance
Special Town Meeting Q&A	-	-	6	-	-	-	Attendance
Food Pantry							
Food Pantry - Food Out	1,048	852	648	578	279	295	Food weight
Food In	815	783	1,031	602	304	309	Food weight
Residents served	22	22	22	22	21	19	
Volunteers / Hours	4 / 20 hrs	4 / 23.5	5 / 21	4 / 13	4 / 9	6 / 12.5	
TRIPS							
Yoga Class *	8	8	9	10	10	11	Average attendance
3B Exercise Class - Mondays	15	19	13	12	13	11	Average attendance
3B Exercise Class - Thursdays	14	16	18	14	14	12	Average attendance
Pickleball - Mondays	-	-	-	15	-	-	Attendance
Guided Reiki / Meditation Series	-	-	5	-	-	-	Attendance
Outdoor Adventure Walking Group	-	-	3	2	-	-	Attendance
Eat the Rainbow Nutrition Talk	-	-	9	-	-	-	Attendance
Winter Sand Pail Delivery	27	-	-	-	-	-	Delivered
Zoom Watch Party - Scams - Library							Attendance
Harvey Leonard @Nbpt. COA							Attendance
Cornhole Games							Average attendance
Cribbage Games							Average attendance
Games & Puzzles with Pentucket	2	1	-	-	-	-	Attendance
NEET Rides							
NEET Rides - round trip	2	1	2	3	3	7	Total rides for month
Foot Care	-	12	23	22	23	21	Total clients served
Senior Tax Work-Off Program FY23							FY22 - 4 volunteers

EMA Department Proposed FY25 Budget

	FY2022	FY2023				FY2024			FY2025
	Actual Expended	Budget Requested	Budget Approved	Actual Expended	Turn back / Transfers	Budget Requested	Budget Approved	YTD 2/15/2024	Budget Requested
1 Emergency Management									
Salary & Wages	7,770.43	9,413.00	9,413.00	6,093.36	3,319.64	9,413.00	9,413.00	6,963.00	9,601.00
Sub-Total Salary/Wages	7,770.43	9,413.00	9,413.00	6,093.36	3,319.64	9,413.00	9,413.00	6,963.00	9,601.00
Expenses	2,999.00	3,000.00	3,000.00	2,549.57	450.43	3,000.00	3,000.00	632.00	3,000.00
1 291 Total EMA	10,769.43	12,413.00	12,413.00	8,642.93	3,770.07	12,413.00	12,413.00	7,595.00	12,601.00

Angus Jennings

From: Executive Assistant
Sent: Monday, March 11, 2024 9:12 AM
To: Angus Jennings
Subject: FW: FW: FY25 budget packet: Historical Commission

From: Executive Assistant
Sent: Tuesday, February 6, 2024 12:36 PM
To: 'elisa.grammer' <elisa.grammer@perennialmotion.com>
Cc: Bob Janes <icepick185@gmail.com>
Subject: RE: FW: FY25 budget packet: Historical Commission

Great! The same \$600 will be proposed for FY25.

Thank you!

Rebecca Ambra, Executive Assistant
Office of the Town Manager
Town of West Newbury
381 Main Street
West Newbury, MA 01985
978-363-1100 x115
Exec.Assistant@wnewbury.org

From: elisa.grammer <elisa.grammer@perennialmotion.com>
Sent: Tuesday, February 6, 2024 12:32 PM
To: Executive Assistant <exec.assistant@wnewbury.org>
Cc: Bob Janes <icepick185@gmail.com>
Subject: Re: FW: FY25 budget packet: Historical Commission

Thanks, yes!

On Tue, 6 Feb 2024 at 12:16 PM Executive wrote:

Hi,

Angus will be presenting the FY25 budget direction to the Select Board on Monday. Would the commission like to carry the same \$600 for FY25 or is there a different amount you would like to propose? Please let me know by the end of

this week so we can submit the amount into the new budgeting software. Just looking for confirmation as we have that amount “pending” in the system.

Thank you!

Rebecca Ambra, Executive Assistant
Office of the Town Manager
Town of West Newbury
381 Main Street
West Newbury, MA 01985
978-363-1100 x115
Exec.Assistant@wnewbury.org

From: Town Manager
Sent: Monday, December 18, 2023 4:35 PM
To: Bob Janes (icepick185@gmail.com) <icepick185@gmail.com>; Elisa Grammar <elisa.grammer@perennialmotion.com>
Cc: Walsh, Jennifer <townaccountant@wnewbury.org>
Subject: FY25 budget packet: Historical Commission

Bob and Elisa,

Please find attached the FY25 budget packet. The second file shows the FY22, FY23 and FY24 YTD budgeted and actual numbers for the Historical Commission budget.

There is no expectation that you would work with the new cloud-based budgeting software. You can simply send me the Commission’s proposed FY25 budget (by the Jan 18 deadline for Boards/Commissions/Committees, if possible) and we’ll key it into the budgeting software, and circle back if we have any questions.

Please let me or Jenny know if any questions.

Thanks,
Angus

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



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: March 9, 2024
RE: Warrant article updates

Please find attached an updated “scorecard” showing prior FinCom and Select Board reviews, dates for scheduled/upcoming article reviews, and the latest available cost proposals/notes for articles that have seen changes since the initial draft article packet was posted on Feb. 7th.¹

The following summarizes recent changes (with the article reference numbers from prior packets):

- **12. PEG funding.** CAC confirmed its proposed amount at meeting on 3/7.
- **14. CPA standard funding article.** CPC will be asked to confirm proposed amount at 3/14 mtg.
- **17. Sawmill Brook.** CPA funding proposal expected to be further revised to change scope to support land survey and legal costs (instead of trail/bridge engineering/installation).
- **20. Middle Street Bridge.** Select Board will review/finalize proposal on 3/25 for 3/27 joint mtg.
- **25. Town Offices generator.** The amount of this proposal is expected to change, which would require re-vote of the \$90,000 amount recommended by SB and FinCom at the 2/20 meeting.
- **31. Telecom Upgrades.** Work ongoing to scope cabling work for ongoing procurement process. Updated proposed pricing anticipated, though may rely on recommendation votes (SB, FinCom, CIC) after the final scheduled meeting of March 27th.
- **32. Town Office Electronic Keying.** Work ongoing to reduce scope to only include exterior doors and server room access; updated proposed pricing anticipated.
- **34. Public Safety complex repairs.** The initial amount proposed (\$75,000) was reduced to \$23,835. A revised article request form was prepared.
- **38. Page elevator engineering, repairs.** Brian and I met with Jonathan Seymour on site two weeks ago and I met with Jonathan again last week to discuss this. We do not know what amount will be needed, but will be proposing \$50,000 (which we expect to be more than enough) to cover both near-term (known) repairs/deficiencies, to have another elevator vendor conduct diagnostics/make recommendations, and to make add'l repairs as may be needed in FY25.
- **40. Steele Landfill testing.** There is potential that we would want to accelerate the timing of some of this testing. (To do this would require a Reserve Fund transfer). If that ends up being proposed (which we expect to know on Monday), the article proposal would be reduced by whatever amount may be approved as a Reserve Fund transfer.

¹ See online at Town website – click “Select Board” then “Open Session Meeting Packets”. The initial warrant packet is posted under the Feb. 12th meeting date named “Supplemental packet with Town Meeting Warrant Article Requests and supporting information - February 7, 2024”. Link here:

<https://www.wnewbury.org/select-board/pages/select-board-open-session-meeting-packets>

- **41. Tree Removal.** Amount revised to add \$30,000 to offset the cut to the DPW Trees operating budget in the same amount.
- **43. Unbudgeted Personnel Costs.** Select Board will review/finalize proposal on 3/25 for 3/27 joint mtg.
- **44. Unbudgeted Personnel Costs.** Assuming no snow/ice events shortly ahead of, or after, March 25th, Select Board will review/finalize proposal on 3/25 for 3/27 joint mtg.

In addition, two new article request forms were received (included in 3/11 Select Board packet), and Butch and I would also like the Board to reconsider its removal of the trackless accessories from the warrant. Butch has further documented this proposal, and we will have new information to provide at Monday's (3/11) meeting.

Annual OR Special Warrant Articles - Spring 2024 Town Meeting								Recommendations	
# <u>(DRAFT)</u> Article	Amt (if \$) <u>DRAFT</u>	Sponsor	Date of initial <u>FinCom review</u>	Select Board	FinCom	Rationale	Sunset Date (if <u>applicable</u>)	Notes	
1	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
2	n/a	n/a	n/a	n/a	n/a	n/a	n/a	BOWC update re financial plan	
6	n/a	???	2/15/24	n/a	n/a	n/a	n/a		
8	n/a	Town Manager	2/15/24	RP-CW 3-0	JS-DI 4-0-1	Rob	n/a	2/3 vote to create fund	
9	\$ 10,364	Town Manager	2/15/24	CW-RP 3-0	DI-JS 4-0-1	Jim	n/a		
13	n/a	Town Manager	2/15/24	CW-RP 3-0	DI-JS 4-0-1	Dan	n/a		
19	n/a	Town Manager	2/15/24	CW-RP 3-0	JS-DI 5-0	Jim	n/a		
36	\$ 50,000	Town Manager	2/15/24	CW-WR 3-0	DI-JS 5-0	Ross	6/30/25	amt increased at FC/SB mtg	
40	\$ 22,915	BOH	2/15/24	RP-WR 3-0	JS-DI 5-0	Dan	6/30/25		
23	\$ 62,000	DPW/Facilities	2/20/24	CW-WR 3-0	DI-JS 5-0	Ross		amt updated at FC/SB mtg	
25	\$ 90,000	DPW/Facilities	2/20/24	CW-WR 3-0	DI-JS 5-0	Dan		amt expected to change	
26	\$ 50,000	Pentucket/DPW	2/20/24	CW-RP 3-0	DI-JS 5-0	Dan			
28	\$ 350,000	DPW/Highway	2/20/24	CW-RP 3-0	JS-DI 5-0	Jim			
29	\$ 33,500	DPW/Highway	2/20/24	CW-RP 3-0	JS-DI 5-0	Jim			
41	\$ 80,000	DPW/Highway	2/20/24	CW-WR 3-0	JS-DI 5-0	Ross	6/30/25	amt increased by \$30k to reflect reduction of proposed DPW op. budget	
10	\$ 113,673	Town Manager	2/15/24; and 2/26/24	RP-WR 2-0	JS-DI 5-0	Rob		amt incr. to 11.5% per SB/FC discussion on 2/15/24	
11	\$ 25,500	Town Manager	2/15/24	RP-WR 3-0; RP-WR 2-0	JS-DI 4-0-1; JS-DI 5-0	Dan	n/a	Amt increased to \$25,500 on 2/26/24	
56	n/a	Select Board	2/26/24	RP-WR 2-0	n/a				
59	n/a	Town Acct.	2/26/24	RP-WR 2-0	DI-JS 5-0	Rob			
60	n/a	Town Manager	2/26/24	RP-WR 2-0	JS-DI 5-0	Jim			
61	no appropriation	Treasurer/Collector	2/26/24	RP-WR 2-0	DI-JS 5-0	Dennis			

Annual OR Special Warrant Articles - Spring 2024 Town Meeting					Recommendations			
# (DRAFT) Article	Amt (if \$) DRAFT	Sponsor	Date of initial FinCom review	Select Board	FinCom	Rationale	Sunset Date (if applicable)	Notes
18	\$ 4,000	Historical Comm	3/13/24					
21	\$ 560,000	BOFE	3/13/24					
34	\$ 23,835	DPW/Facilities	2/20/24; and 3/13/24					Updated proposed cost as of 2/26/24
38	TBD	Pentucket/ DPW	3/13/24					
53	n/a	Select Board	3/13/24					
54	n/a	Select Board	3/13/24					
55	n/a	FinCom	2/26/24; and 3/13/24					
64	\$ 3,847	Town Acct.						new article proposed for SB mtg on 3/11/24
65	\$ 57,000	Police Chief						new article proposed for SB mtg on 3/11/24
12	\$ 40,000	CAC	3/20/24					CAC met to confirm proposed amount on 3/7/24
14	\$ 730,000	CPC	3/20/24					amt updated 3/9/24
15	\$ 60,904	AHT / SB	3/20/24					amt updated 2/16/24
16	\$ 30,000	Select Board	3/20/24					amt increased at CPC mtg on 2/22/24
39	TBD	Town Manager	3/20/24					
48	TBD	Town Manager	3/20/24					amt to be proposed before 3/20
49	n/a	Planning Board	3/20/24					Planning Board hearing 3/19
50	n/a	ConCom	3/20/24					
57	n/a	Bldg. Inspector	3/20/24					

Annual OR Special Warrant Articles - Spring 2024 Town Meeting					Recommendations				
#	Article	Amt (if \$)	Sponsor	Date of initial	Select Board	FinCom	Rationale	Sunset Date (if applicable)	Notes
(DRAFT)		DRAFT		FinCom review					
3	School Stabilization Fund transfer	\$ 200,000	Town Manager	3/27/24					
4	FY25 Town Operating Budget	TBD	FinCom	3/27/24					
5	Transfer Free Cash to reduce FY25 tax rate	TBD	Town Manager	3/27/24					
7	FY25 Water operating budget	TBD	BOWC	3/27/24					
17	CPA Article: Sawmill Brook trails, design and permitting - pending favorable review/recommendation by CPC	TBD	Select Board	3/27/24					scheduled for CPC review on 3/14
20	Appropriation and/or Debt Authorization for Middle Street Bridge	TBD	Town Manager	3/27/24					
31	Supplemental funding for telecom upgrades at Town Offices, Public Safety Complex and Library	TBD	Town Manager	2/20/24; and 3/27/24	table pending more info				procurement process ongoing
32	Town Offices Electronic Keying System	TBD	DPW/Facilities	2/20/24; and 3/27/24	table pending more info				project re-scoping underway to limit focus to exterior doors and server room
35	Replace Water Pump at Wellfield	\$ 44,000	BOWC	3/27/24					
43	Unbudgeted Personnel Costs, FY24-25	TBD	Town Manager	3/27/24					
44	Snow & Ice deficit (amount TBD)	TBD	DPW/Highway	3/27/24					
45	Unpaid FY23 Bills	TBD	Town Manager	3/27/24					
46	Funds for site testing for potential water source(s)	\$ 50,000	Town Manager	3/27/24					
62	Citizen Petition: Mullen and Soldiers & Sailors properties, 40R study/zoning and MBTA Communities zoning	\$ 100,000	Citizen Petition	TBD					working with SB and FinCom chairs to schedule review(s)
63	Citizen Petition: File Home Rule Petition for Commonwealth to reduce voting age to 16	n/a	Citizen Petition	TBD					working with SB and FinCom chairs to schedule review(s)

Annual OR Special Warrant Articles - Spring 2024 Town Meeting				Recommendations				
# <u>(DRAFT)</u> Article	Amt (if \$) <u>DRAFT</u>	Sponsor	Date of initial FinCom review	Select Board	FinCom	Rationale	Sunset Date (if applicable)	Notes
22	TBD	Town Manager	n/a					withdrawn by sponsor
24	\$ 38,000	DPW/Facilities	2/20/24	CW - RP 3-0 to remove from warrant				
27	\$ 75,000	Pentucket/DPW	2/20/24	CW-WR 3-0 to remove from warrant				
30	\$ 41,540	DPW/Highway	2/20/24	CW-RP 3-0 to remove from warrant				
33	\$ 120,000	DPW/Facilities	2/20/24	CW-WR 3-0 to remove from warrant				agreed to postpone for a future Town Meeting
37	\$ 30,000	Pentucket/DPW	2/20/24					withdrawn by sponsor
42	\$ 12,000	DPW/Facilities	2/20/24	CW-RP 3-0 to remove from warrant				funds for work can be found in operating budget
47	\$ 7,995	BOWC	n/a					withdrawn by sponsor
51	n/a	Town Manager	n/a					withdrawn by sponsor
52	n/a	Select Board	3/27/24					withdrawn by sponsor
58	n/a	Select Board	n/a					Not ready for this cycle

Notes:

Numbering does **not** correspond to order or numbering that will appear on Town Meeting warrants.

Cells shaded in blue are recommended/requested for STM, not ATM.

ARTICLE REQUEST FORM

ARTICLE: Quaker Cemetery Clean Up

AMOUNT REQUESTED: \$ 4,000

CONTACT PERSON: Bob Janes

PHONE NUMBER: 978-518-6391

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

Removal of the tree is necessary to protect the integrity of the headstones as a historic resource.

What factors affect the timing of this purchase?

The tree is damaged and in danger of falling. Removal as soon as funding is approved is proposed.

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

Sunset date of June 30, 2025

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

Once the tree is removed using funding from this project, ongoing maintenance will be provided by the DPW.

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

No

Please attach additional pages or other supporting documentation.

**TOWN OF WEST NEWBURY
COMMUNITY PRESERVATION COMMITTEE**

APPLICATION FOR PROJECT FUNDING

This application may be completed electronically and emailed to cpc@wnewbury.org or printed and completed by hand and submitted to the CPC Administrator. All applications must be received by the CPC Office at least 2 weeks prior to a scheduled meeting in order to be considered by the Committee. For more information contact 978-363-1100 X131.

APPLICANT INFORMATION

Project Name:	Quaker Cemetery Clean Up
Project Address:	Turkey Hill Road
Map/Lot:	R- 19-1
Applicant Name: (Group or Committee Affiliation)	Historic Commission
Contact Person:	Robert Janes
Telephone:	978-518-6391
Address:	P.O. Box 214 West Newbury, Mass. 01985
Email:	Icepick185@gmail.com
Date of Application:	16 January 2024

PROJECT ELIGIBILITY

Community Preservation Category(ies)	Historic Preservation
Date Approved by CPC	24 January 2024

RECEIVED
TOWN CLERK
WEST NEWBURY, MA
2024 FEB -7 AM 9:25
Page 1

**TOWN OF WEST NEWBURY
COMMUNITY PRESERVATION COMMITTEE**

APPLICATION FOR PROJECT FUNDING

PROJECT NARRATIVE

Provide information for the following project components, providing attachments where necessary which clearly reference the heading. All project components listed must be addressed in order for the project to be considered by the CPC.

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

The Historic Commission used CPA funds last year (2023) to remove brush, poison ivy, and fallen branches in the Quaker Cemetery. That project has been completed. There is one large maple tree that should be removed and dead branches in other trees that should also be removed to prevent more damage to the grave stones.

See attached photos.

PUBLIC BENEFIT—Describe in detail the benefits West Newbury will receive from the Project and how the Project meets the Community Preservation Committee’s Project Evaluation Criteria.

It meets the goal of including all town cemeteries in the third phase of our survey of historic sites.

It also demonstrates that West Newbury takes pride in maintaining its abandoned and no longer used burying grounds within town limits.

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 of the purchase. If the applicant does not have site control, explain how the project will go forward.

This property is already owned by, or is under control of, the Town of West Newbury. The 2023 annual Town Meeting appropriated CPA funds to cleanup the site. With the help of the DPW we will keep the cemetery accessible to the public.

**TOWN OF WEST NEWBURY
COMMUNITY PRESERVATION COMMITTEE**

APPLICATION FOR PROJECT FUNDING

FEASIBILITY - List all steps that may be required for completion of the Project, such as environmental assessment, zoning or other approvals, agreement on terms of any required conservation, affordability or historic preservation restrictions, and any other known issues. For projects that may affect abutters or the neighborhood, describe methods used to notify abutters of the proposal, and support or objections from those affected.

Approved by the Conservation Commission in 2023

Please see attached

SUPPORT—Seek input from relevant Town entities and members of the community. Provide documentation of their response.

At the April 24, 2023 Town meeting it was voted “to transfer and / or appropriate from available funds the sum of \$ 4,150.00 to fund the maintenance, clean up, and repair of town owned cemeteries, or take any other action relative thereto”

The Conservation Commission has approved the work at the site. Please see attached. Also The DPW crew will help with future site cleanup.

SCOPE OF WORK—A scope of work is required to fully develop a time and cost plan for recommendation to Town Meeting. The scope is to be prepared by the Applicant and be detailed enough, in the opinion of the CPC, that a professional qualified to perform the work will be able to provide an estimate of the time and cost necessary to complete the proposed work. Attach the scope of work to this application.

September 18, 2022 the Historic Commission conducted a publicly noticed site walk of the Quaker Cemetery. At that time it determined the boundaries of work (now marked at the four corners with flagged garden stakes) and concluded that the work to be done for cemetery cleanup and ongoing maintenance comprises of (1) removal of downed and leaning trees and large branches, (2) cutting and removing small trees (3) cutting and removing vines, bushes.

**TOWN OF WEST NEWBURY
COMMUNITY PRESERVATION COMMITTEE**

APPLICATION FOR PROJECT FUNDING

PROJECT TIMELINE - Describe the anticipated steps or phases for completion of the Project. State whether the Project will be ready to proceed in the coming fiscal year. Will this be a multi-year project?

We anticipate the removal of one tree and some dead branches. No more than 2days. After that it will be a yearly clean up.

FUNDING - Include a full budget, including itemization of major components and breakdown of construction costs. Describe The estimated annual cost of operating and maintaining the site/project after completion. Describe the basis for your budget and the sources of information you used.

OTHER - Please provide any other information which you think would be useful for the CPC to consider when evaluating this project's eligibility for funding (attach additional pages if needed):

Please see attached photos of trees involved.

**TOWN OF WEST NEWBURY
COMMUNITY PRESERVATION COMMITTEE**

APPLICATION FOR PROJECT FUNDING

APPLICATION CHECKLIST:

To be completed by Applicant and approved by CPC Administrator prior to the application being reviewed by the CPC.

Y	N/A	Application Requirement
		Proof of ownership or control of the site, structure, or subject of Application.
		Proof of authorization by the public agency, board, committee, or any entity governed by a board, trustees, corporation etc., showing a vote by the entity to submit the applications and to take responsibility for the project.
		If the project involves public property, verification that the applicable public agency or department supports the project as presented.
		Assessor's map showing location of the Project.
		Photographs, including aerial photographs if available.
		Detailed scope of work for the project prepared by the Applicant.
		Recent cost and time to complete estimates from professionals qualified to complete the project.
		Proposed oversight and management plan for the Project.
		If the project involves a historic resource, evidence (date of listing on the state register or a letter from the West Newbury Historical Commission confirming its determination of significance) with the application that it meets these criteria.
		Architectural plans and specifications, for new construction or rehabilitation.
		Maps, renderings, site plans.
		Historic structures report, existing conditions report.
		Names and addresses of project architects, contractors and consultants.
		Documentation of support from Town entities and Community.
		Permission from the property owner to display a CPC funded project sign.

Reviewed by CPC Administrator:

Signature	
Date	

Trees Unlimited of New England

479 Main Street
 West Newbury
 MA 01985

Phone # 978 518 0193

treesunlimitedne@gmail.com

Estimate

Date	Estimate #
------	------------

Name / Address

Town of West Newbury

Project

Quaker Cemetery

Description	Total
-------------	-------

Prune oak trees in cemetery to remove large deadwood over gravestones

Remove half dead maple in middle of cemetery

Remove deadwood 2" in diameter and bigger

No machines allowed in cemetery

All trees climbed and brush removal done by hand

Optional:

Prune large pine tree to remove deadwood over gravestones

2700

400

Total

2700 (3100)

Maintenance of West Newbury's Historic Town-Owned Cemeteries

The Town of West Newbury owns two historic cemeteries. The Almshouse Cemetery, on Poorhouse Lane, was cleaned up in 2021 and given a historic marker. Information about its history is available [here](#). The Quaker Cemetery on Turkey Hill Road (whose history can be found [here](#)) was cleaned up by volunteers in 2010, but, like the Almshouse Cemetery, requires (as of 2023) a major clean up and ongoing maintenance.

On April 24, 2023, the Town voted to “to transfer and/or appropriate from available funds the sum of \$4,150.00 to fund the maintenance, clean up, and repair of the Town-owned cemeteries, or take any other action relative thereto.” The plan is to contract to have such materials as brush, saplings, and downed limbs and trees removed from each cemetery twice yearly in spring and fall under the supervision of the Historical Commission.

Because it is adjacent to the Artichoke River and subject to the Wetlands Protection Act, the cleanup of the Quaker Cemetery requires approval of the Town's Conservation Commission. In May of 2023, the Historical Commission submitted a Request for Determination of Applicability (RDA) to the Conservation Commission. On July 17, 2023, the Conservation Commission issued a Negative Determination of Applicability, *which is good only for three years and thus must be renewed through a new RDA submitted in the spring of 2026.*

Resources deemed historically significant by the West Newbury Historical Commission

2006	2011	<u>6/15/2021</u>	<u>11/17/2021</u>	<u>10/11/2022</u>	
<ul style="list-style-type: none"> • Training Field, which includes the Town Hall, the G.A.R. Memorial Library, and houses surrounding the Training Field 	<ul style="list-style-type: none"> • Page School • Mill Pond Dam • Pipestave Hill Apartment Building • Pipestave/Mill Pond Recreational areas on both sides of Route 113 • 1910 Building • Second Congregational Church • St. Ann's Church • All Saints Church and St. John's Hall • Civil War Memorial, now known as the Charles L. Carr Post 	<ul style="list-style-type: none"> • Bridge Street Cemetery • Merrimack Cemetery • Rural Cemetery • Crane Neck Cemetery • Quaker Cemetery • Walnut Hill Cemetery • Sawyer Hill Burial Ground (Indian Hill Street) • Almshouse Cemetery (Poorhouse Lane) • Ordway Cemetery (Turkey Hill Road) 	<ul style="list-style-type: none"> • Rocks Bridge • Curzon Bridge • Middle St Bridge • Rogers St Bridge 	<p>Goodrich/Poore Cemetery 152 Indian Hill S, Cemetery <i>Records of West Newbury, Massachusetts</i> p. 283</p>	
•		•			

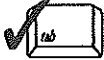


Massachusetts Department of Environmental Protection
Bureau of Water Resources - Wetlands

WPA Form 1- Request for Determination of Applicability West Newbury
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40 Municipality

A. General Information

Important:
 When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



1. Applicant:
 West Newbury Historical Commission (Elisa Grammer, Commission Clerk)
 First Name Last Name
 381 Main Street
 Address
 West Newbury MA 01985
 City/Town State Zip Code
 703-855-5406 elisa.grammer@perennialmotion.com
 Phone Number Email Address

2. Property Owner (if different from Applicant):
 Town of West Newbury (Angus Jennings, Town Manager)
 First Name Last Name
 381 Main Street
 Address
 West Newbury MA 01985
 City/Town State Zip Code
 978-363-1100 x115 townmanager@wnewbury.org
 Phone Number Email Address (if known)

3. Representative (if any)
 First Name Last Name
 Company Name
 Address
 City/Town State Zip Code
 Phone Number Email Address (if known)

B. Project Description

1. a. Project Location (use maps and plans to identify the location of the area subject to this request):
 134-36 Turkey Hill Road West Newbury
 Street Address City/Town
 42.79582 -70.92584
 Latitude (Decimal Degrees Format with 5 digits after decimal Longitude (Decimal Degrees Format with 5 digits after decimal e.g. -XX.XXXXX)
 e.g. XX.XXXXX)
 R-19 R19-2
 Assessors' Map Number Assessors' Lot/Parcel Number

[How to find Latitude and Longitude](#)

[and how to convert to decimal degrees](#)

b. Area Description (use additional paper, if necessary):
 The Town-owned Quaker Cemetery was established in 1855, making it an ancient burial ground under MGL ch 114 § 17. SEE CONTINUATION PAGE B.1.b

c. Plan and/or Map Reference(s): (use additional paper if necessary)
 MAP 1- Extent of Work 10/24/2022
 Title Date
 MAP 2- Mass DEP Wetlands; MAP 3- MIMAP with Wetlands Lot#, Ownership 10/20/2022
 Title Date



Massachusetts Department of Environmental Protection
Bureau of Water Resources - Wetlands

WPA Form 1- Request for Determination of Applicability West Newbury
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40 Municipality

C. Determinations

1. I request the West Newbury make the following determination(s). Check any that apply:
Conservation Commission

- a. whether the **area** depicted on plan(s) and/or map(s) referenced above is an area subject to jurisdiction of the Wetlands Protection Act.
- b. whether the **boundaries** of resource area(s) depicted on plan(s) and/or map(s) referenced above are accurately delineated.
- c. whether the **Activities** depicted on plan(s) referenced above is subject to the Wetlands Protection Act and its regulations.
- d. whether the area and/or Activities depicted on plan(s) referenced above is subject to the jurisdiction of any **municipal wetlands' ordinance or bylaw** of:

Name of Municipality

- e. whether the following **scope of alternatives** is adequate for Activities in the Riverfront Area as depicted on referenced plan(s).
- _____

D. Signatures and Submittal Requirements

I hereby certify under the penalties of perjury that the foregoing Request for Determination of Applicability and accompanying plans, documents, and supporting data are true and complete to the best of my knowledge.

I further certify that the property owner, if different from the applicant, and the appropriate DEP Regional Office were sent a complete copy of this Request (including all appropriate documentation) simultaneously with the submittal of this Request to the Conservation Commission.

Failure by the applicant to send copies in a timely manner may result in dismissal of the Request for Determination of Applicability.

Signatures:

I also understand that notification of this Request will be placed in a local newspaper at my expense in accordance with Section 10.05(3)(b)(1) of the Wetlands Protection Act regulations.

Signature of Applicant

Date

Signature of Representative (if any)

Date







Quaker Cemetary

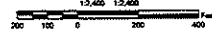
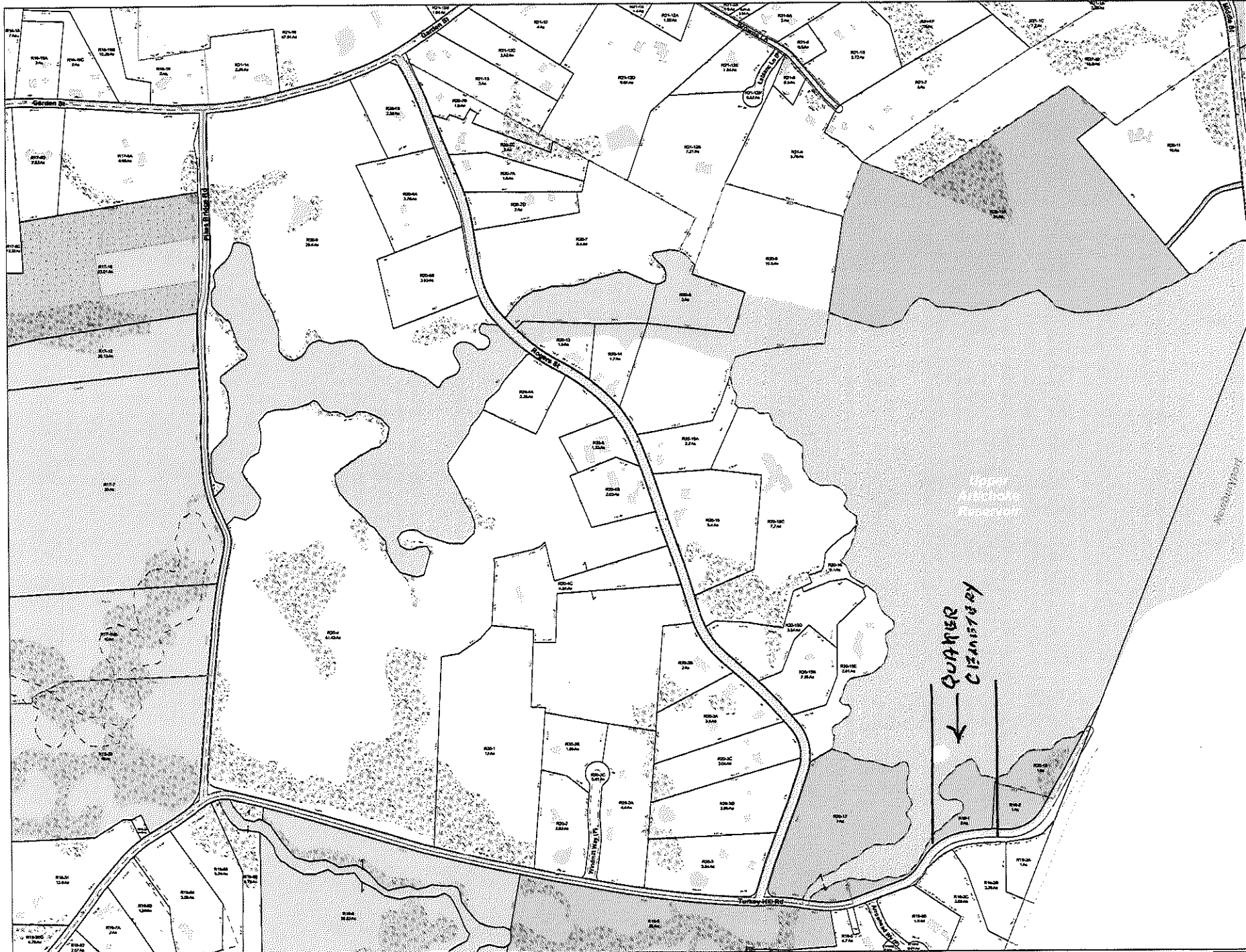
2/6/2024



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

- | | | | | | |
|-------------------|----------------------|----------|--------------|--------------|----------------|
| --- MVPC Boundary | Parcels (on aeriels) | Roads | — Interstate | — Major Road | --- Local Road |
| --- Trails | - - Easements | Wetlands | | | |





ARTICLE REQUEST FORM

ARTICLE: Fire Department Tanker Replacement

AMOUNT REQUESTED: \$560,000

CONTACT PERSON: Board of Fire Engineers

PHONE NUMBER: 978-363-1111

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

The Board of Engineers is requesting funding to replace and equip a 1984 Ford Tanker. The tanker is used to transport 3,000 gallons of water to support firefighting operations. Tankers are specialized vehicles that are common to rural fire departments. This vehicle is especially important when responding to emergencies in the areas of town that do not have municipal water. Firefighters will benefit from a new, safe and reliable vehicle to be used for emergency response.

What factors affect the timing of this purchase?

This vehicle was purchased new in 1984 and refurbished in the late 1990's to replace the water tank and body. Throughout its long life, the front mounted water pump has been rebuilt several times to replace seals, valves, and other costly repairs. Beginning in 2017 the board began researching grants to fund the replacement of this vehicle. We applied several times for the FEMA Assistance to Firefighter Grant - Apparatus Replacement Program and were denied. During this time the vehicle continued to pass NFPA compliant pump testing and remained in service. As a board, we agreed to delay capital replacement because it continued to be well maintained and remained operational. Over the last 2-years the tanker has no longer passed its required testing and annual preventative maintenance indicates it is due for replacement.

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

6/30/2024

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

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

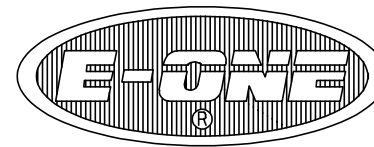
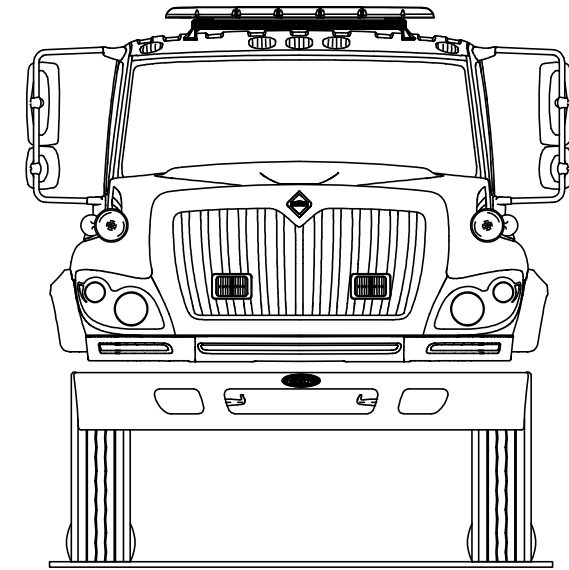
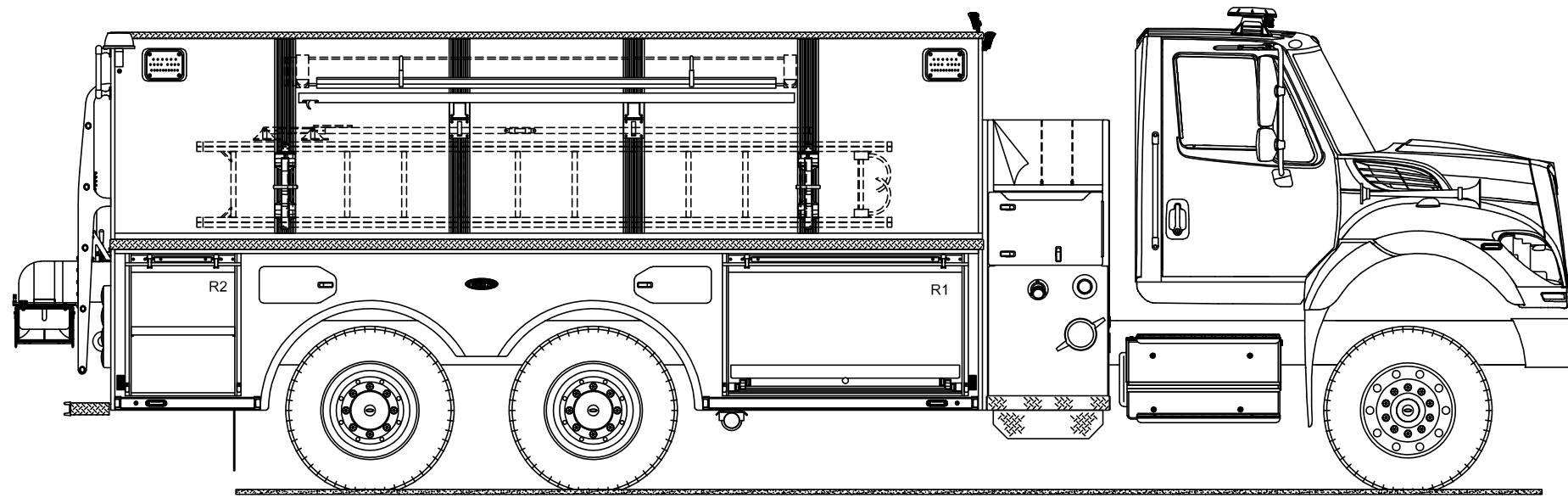
Please attach additional pages or other supporting documentation



1984 Ford 3,000 gallon tanker



Example of EOne 3,000 gallon tanker



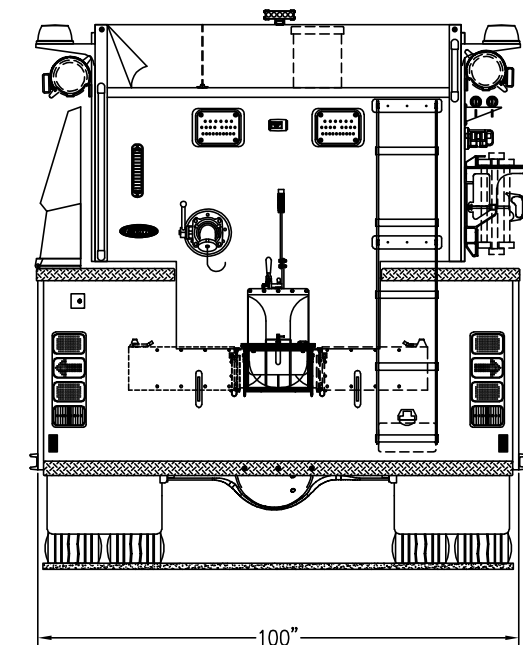
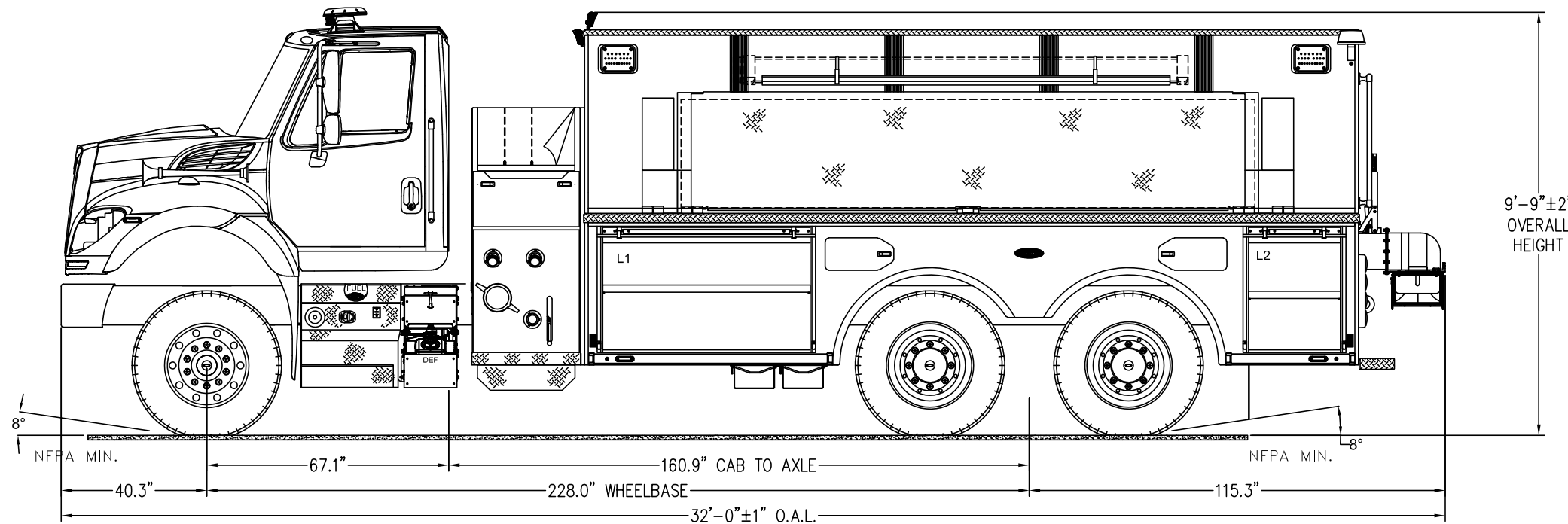
GREENWOOD EMERGENCY VEHICLES LLC

NORTH ATTLEBORO, MA
 SO.146628 / Q124099
 COMMERCIAL TANKER
 1250 GPM HALE DSD PUMP
 3000 GAL WATER

INTERNATIONAL HV607 2 DOOR CAB 6X4 CHASSIS

SIDE MOUNT TANKER				
COMPT.	OPENING		INTERIOR DIMENSION	
L1/R1	57.5W	30H	60W	37.75H 26D
L2/R2	26.5W	30H	28W	37.75H 26D

THIS DRAWING IS FOR REFERENCE PURPOSES. ALL DIMENSIONS ARE SUBJECT TO MINOR VARIATIONS DUE TO MANUFACTURING PROCESSES.



Tanker 25 Equipment Needs

Hose Adapters (for attaching different sizes and types)

- 4½” male to 6” female
- 5” male to 6” female
- 4” storz to 2½” male
- 4” storz to 2½” female
- 4” storz to 4½” female
- 4” storz to 4½” male
- 2 ½” double male
- 2 ½” double female
- 1 ½” male NPSH to 1 ½” female NH
- 1 ½” female NPSH to 1 ½” male NH
- 1 ½” double male
- 1 ½” double female
- 1” NH male to 1” NPSH female
- 1” NH female to 1” NPSH male
- 1” NPSH male to 1” NH female
- 1” NPSH female to 1” NH male
- 1 ½” NPSH female to 1” NH male
- 1” Mass Forestry female to 1” NH male
- 1” Mass Forestry male to 1” NH female
- 1 ½” NPSH to 1” Mass Forestry

Drafting Equipment (for using water from ponds/reservoir)

- (1) 6” Low profile strainers
- (1) 6” floating strainer

Hand Tools

- (1) 8’ pike pole
- (1) 8’ NY hook
- (1) Halligan
- (1) flathead axe

Handline Nozzles

- (1) 1¾” smoothbore nozzle
- (2) 1¾” combination nozzle
- (2) 2½” smoothbore nozzles

Fire Hose

- 200’ 2½” (preconnect)

- 600' 2½" hose (extra in hosebed)
- 1000' 4" (supply line in hosebed)
- (2) 25' 4" (short length for boosting pressure at a hydrant)

Appliances for Tanker Operations

- (1) 3,500 Gallon portable dump tank (used to store water on scene for fire operations)
- (1) 2 ½ -1¾" gated wye (allows use of two smaller handlines from one large line)
- (1) 4" clappered wye (used to create an uninterrupted water supply from tankers)
- (1) 1¾" jet siphon 6" (used to move water from one dump tank to another during extensive/extended water supply operations)
- (1) Hydrant Assist Valve (attached to hydrant to get water and boost pressure)
- (1) Jaffrey valve (for truck water intake valve)

Miscellaneous Equipment

- (2) Handheld flashlights with chargers
- (1) Dry chemical fire extinguisher
- (2) Truck radios VHF and UHF (fire and police radios)

Town of West Newbury

2024 Spring Town Meeting (FY25)

ARTICLE REQUEST FORM - UPDATED

ARTICLE: *Public Safety Complex Interior/Exterior Painting and Improvements*

AMOUNT REQUESTED: \$23,835 (Capital Request)

CONTACT PERSON: Brian Richard, Facilities Manager

PHONE NUMBER: 978-914-2546

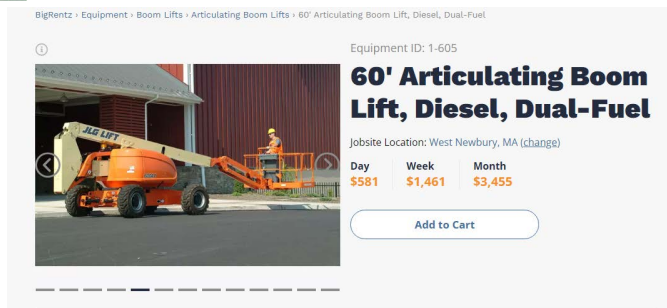
Why should the Town make this purchase? What needs will be met? Who will benefit?

The Department of Public Works is looking to continue to maintain the Public Safety Complex's great appearance. In order to protect the exterior from environmental impacts, routine painting and spot replacement of the exterior trim is required. Additionally, interior painting is needing to be updated at high-traffic locations in order to keep the clean appearance of this investment. A Boom lift rental is required to reach the high areas.

UPDATE 2/26/24

Original amount estimated by former DPW Director assumed entire project would be contracted out. More recently, Facilities Manager Brian Richard has scoped out doing this work through a combination of in-house labor (i.e. his time) and lower cost contracted labor, with only some of the work outsourced. This reduces the estimated project costs. Updated proposed cost here, and detailed below:

Public Safety Building Improvements		
Materials		\$6,000.00
	Replace trim on gable ends	
	Replace damaged trim	
	Install light blocks for exterior lights	
	Repair damaged framing	
Paint front of fire/police station		\$3,200.00
60' Lift Rental - 1 month		\$3,500.00
Sub contractor labor - approx. 165 hours		\$10,000.00
		\$22,700.00
	Contingency at 5%	\$23,835.00



What factors affect the timing of this purchase?

Goal is to get this work completed prior to replacement of Public Safety Complex roof (which will be proposed for funding at a future Town Meeting).

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

Recommended sunset date of June 30, 2026

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

No additional cost anticipated.

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

This article meets the criteria for a Capital project. (DPW-024)

Please attach additional pages or other supporting documentation.



Town of West Newbury Massachusetts

[Home](#)[Departments](#)[Boards & Committees](#)[Schools](#)[Directory](#)[Subscribe To News](#)[How Do I...?](#)[Home](#)

Discussion of Proposed Amendments to Two Town Bylaws

Monday, March 11, 2024 at 7:15pm

POSTED ON: MARCH 6, 2024 - 12:52PM

The Select Board is proposing changes to two Town Bylaws at the 2024 Annual Town Meeting.

In summary, they are:

Hunting Bylaw - Amendments propose that hunting on Town-owned property would no longer be allowed by Select Board approval.

The current Hunting Bylaw with proposed amendments can be found [here](#).

Animal Bylaw - Bylaw amendments propose that dogs must be physically leashed on Town property instead of under voice control.

The current Animal Bylaw with proposed changes can be found [here](#).

Public comment is sought by participation in the **March 11, 2024** Select Board Meeting beginning at **7:15** and/or by email to selectboard@wnewbury.org prior to the meeting. Meeting attendance/participation may be in-person or via Zoom. (The Zoom link will be included on the agenda to be posted to the Town website and in the Town Offices on March 7th).

The Board will provide additional opportunities for public comment regarding these proposed by-law changes as we get closer to Town Meeting.

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

The Town of West Newbury is an Equal Opportunity Employer

[Disclaimer & Privacy Policy](#) | [Government Websites by CivicPlus®](#)

[Login](#)

**Proposed amendments to Town of West Newbury Hunting By-Law
Discussion Draft, March 2024**

Proposed Bylaw revisions included in redline below:

XII. HUNTING BY-LAW

HUNTING BY-LAW *[Adopted at the Annual Town Meeting, March 12, 1960, Adjourned Session, approved by the Attorney General March 25, 1960, and posted according to law November 18, 1963. Amended on April 27, 2006 at the Annual Town Meeting and posted according to law May 23, 2006.]*

SECTION 1. No person shall hunt or fire or discharge any firearms on any private property ~~or property owned or controlled by~~in the Town of West Newbury except with the written consent of the owner or the legal occupant thereof, and such consent shall be carried at all times by any person hunting and upon request shall be shown to any police officer, or officer of the Department of Conservation, or the property owner or his agent. ~~No person shall hunt, fire or discharge any weapon on property owned or controlled by the Town of West Newbury. For purposes of this paragraph, the Board of Selectmen shall be deemed to be the owner or legal occupant of any property owned or under the control of the Town of West Newbury.~~

SECTION 2. This By-Law shall not be applied to the lawful defense of life or property or to any law enforcement officer in the defense of his duties.

SECTION 3. Any person violating any provisions of this by-law shall be punished by a fine of not more than ~~twenty-five~~ dollars for each ~~offense.*offense.*~~
**[Section 3 as originally adopted. The Enforcement Bylaw (see XXVIII) adopted at the fourth session of the 1995 Annual Town Meeting, approved by the Attorney General on June 28, 1995 and posted according to law July 10, 1995, established a penalty of \$50.00 for violations of the Hunting By-Law Bylaw]*

Public comments may be provided by participation in the March 11, 2024 Select Board Meeting beginning at 7:15 and/or by email to selectboard@wnewbury.org prior to the meeting. The Board will provide additional opportunities for public comment regarding these proposed bylaw changes as we get closer to Town Meeting.

Angus Jennings

From: Wendy Reed
Sent: Friday, March 8, 2024 11:47 AM
To: Angus Jennings
Subject: Info for Hunting Bylaw discussion
Attachments: Town Owned Open Space Details - Hunting Bylaw Discussion.docx; Greenbelt Property Hunting Policy.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Attached are descriptions of the open space properties and maps from the OSC webpage that show the density of trails, i.e. whether hunting is appropriate. I also included a page from Mass Wildlife that shows properties where hunting is allowed locally. If a local CR included rights to hunting through this agency, it would have shown up here.

Greenbelt's hunting policy provides some context for what goes into a stance that hunting is allowed with permission. This is way more than I think reasonable for a Town with our staffing levels to manage, but if we were to keep the hunting with permission we might use some of these to beef up our approach. It is interesting that they only allow bow hunting of deer on their properties.



Town Owned Open Space Details

Mill Pond & Pipestave Hill

Multi use trails of varying length, type and difficulty. This is the largest trail network in West Newbury and is 270 acres in size. Most trails are marked and maintained. Popular with dogs and horses and skating on the pond in winter. Trails are linked across Route 113 to Riverbend and the Page School. Maps are available at kiosks located at Mill Pond and Pipestave Hill parking lots.

[Click here](#) for the trail map.

Riverbend & Page School

Outstanding walk along Merrimack River shoreline and throughout the Riverbend Conservation Area. Watch for bald eagles and great blue herons. Route connects River Road across the Indian River to Way-to-the-River Rd (1/2 mile). Trails go to a large open field and beyond connecting to Route 113 near the Page School and over to the Indian River dam ruins. New trails and bridges added in 2014 connect Riverbend West from the dam to Coffin Street.

[Click here](#) for the trail map.

Dunn Field

Purchased by the Town of West Newbury for municipal use with help from a State grant in 2002, Dunn Field contains over 70 acres of active farm land and forest. Trails connect to Pipestave Hill athletic fields and to Chase Street with access to the Ocean Meadow development.

[Click here](#) for the trail map.

Withers Conservation Area

Contains 24 acres of town-owned conservation land acquired in 1969. Withers Conservation Area offers scenic, shoreline views along the Upper Artichoke Reservoir and connects to a loop thru the forest. Fishing is permitted. Access trail using right-of-way next to Insight Meditation Center on Middle Street or park across the bridge on Plumber Spring Road in Newburyport.

[Click here](#) for the trail map.

Quaker Cemetery

Short, one minute walk passing through an old cemetery, grown over by forest. Trail leads to the Upper Artichoke Reservoir. Great views of the lake along the shoreline. Popular spot for fishing. Take the 'Fisherman's Trail' to avoid walking through the tombstones. Quaker Cemetery is located on Turkey Hill Road, next to the Newburyport city line. No boating or swimming.



Town Owned Open Space Details

Brake Hill & Groveland Town Forest

Highest point in West Newbury (Elev. 258'). From Hill Top Circle, the main trail leads through the red gate and up a gravel road to a water tower. Several trails veer left off the gravel road into the Craven Woods, which then connect to a loop extending into the Groveland Town Forest. Parking available along the street near 19 Hill Top Circle or on Brake Hill Terrace near Route 113.

[Click here](#) for the Brake Hill & Groveland Town Forest trail map.

Chestnut Hill Farm Reservation

Protected by a conservation restriction in 2007, this site features easy walking on grass pathways with river views from the overlook. This is also another good birding site, with access to the Merrimack shoreline. Parking lot is located at end of Farm Lane. The public space lies beyond the parking area and east of the house. No dogs, horses, bikes, fishing, hunting or boating allowed please.

[Click here](#) for the Chestnut Hill Farm trail map.

Mullen Woods

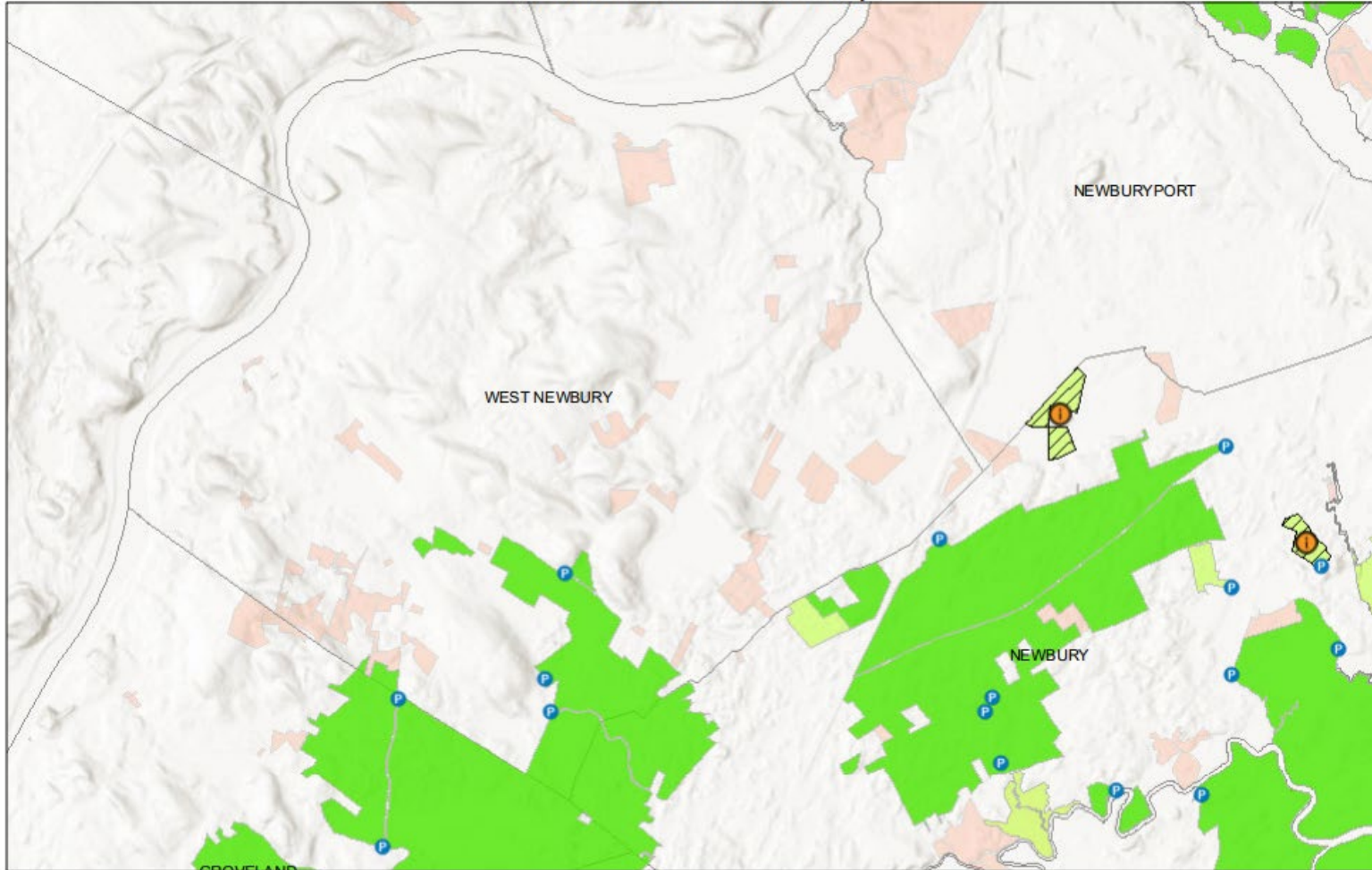
The 34 acre Mullen Property features a trail loop connecting Church Street to Main Street. A short 20 to 30 minute walk passes thru a scenic forest and up a ridge behind Prospect Street. Park and access the trail at the Carr Post building on Main Street (also called the American Legion).

[Click here](#) for the Mullen Woods Trail Map

<https://www.wnewbury.org/open-space-committee/pages/hiking-areas-and-trail-maps>

Mass Wildlife Lands Open to Hunting, Fishing, Trapping and Wildlife Viewing

MassWildlife Lands Map



2/15/2024



Legend

- Additional Info about Access
 - Parking
 - MassWildlife Lands with Limited Access
- MassWildlife Lands**
- WCE
 - WMA



Information on this map should not be used for legal boundary definition or parcel specific planning.

Mass.gov/wildlife-lands

Hunting Bylaw Discussion

Essex County Greenbelt Association Hunting Policy

Hunting is allowed with written permission on some Essex County Greenbelt Association (Greenbelt) land for white-tailed deer (archery equipment only), waterfowl and certain other species. Hunting is allowed without written permission on a few Greenbelt properties as a result of conservation restrictions (easements) held by the Mass. Division of Fisheries and Wildlife. For more information, inquire with the Greenbelt contact shown below.

For Greenbelt properties that require permission, **all permissions are issued prior to the opening of each hunting season** by Greenbelt's Director of Land Stewardship. In season requests are reviewed for the following hunting season. Hunting permits are issued only to current Greenbelt members. Permits are issued annually, and previous permit holders are generally given preference. The permit must be in the hunter's possession at all times while hunting on a Greenbelt property. All Massachusetts and Federal laws apply.

Requests to obtain written hunting permission should be submitted in via mail or email to:

Director of Land Stewardship
Essex County Greenbelt Association
82 Eastern Avenue
Essex, MA 01929
978-768-7241 ext. 114.
email: hunting@ecga.org

The letter or email request to Greenbelt should include your contact information (with email address and cell phone number if available), as well as information about your hunting background, what species will be targeted, methods (archery or firearms), and what property or properties you wish to hunt on. Info on Greenbelt properties can be found at www.ecga.org/trails.

Greenbelt limits deer hunting on our properties to archery equipment only, except for some sites that are subject to a MADFW conservation restriction/easement requiring hunting without landowner permission (see below for more info).

Requests for access to a specific property are preferred and it is advised to contact the Director of Land Stewardship to determine the status of a property before you spend time and energy scouting. All requests will be dated upon arrival and filed.

Specific requests for deer hunting are reviewed annually in August/September and permits sent out before the season opens. As stated earlier on this page, requests received after the opening of deer archery season are deferred to the following year. The majority of deer hunting permissions are issued for archery season only.

Essex County Greenbelt Association Hunting Policy

Greenbelt properties with MassWildlife conservation restriction/easements:

Donald Woodland, Newbury

GPS Location

Latitude 42.775534, Longitude -70.941015

[Google Map Locator](#)

Conservation Restriction

Granted 2012 by Greenbelt to Mass. Dept. of Fish and Game

Public may hunt – Greenbelt written permission not required

Hans Morris Reservation, Newbury

GPS Location

Latitude 42.777307, Longitude -70.887324

[Google Map Locator](#)

Conservation Restriction

Granted 2010 by Greenbelt to Mass. Dept. of Fish and Game

Public may hunt - Greenbelt written permission not required

Wet Meadows, Newbury

GPS Location

Latitude 42.788601, Longitude -70.908921

[Google Map Locator](#)

Conservation Restriction

Granted 2007 by Greenbelt to Mass Dept. of Fish and Game

Public may hunt - Greenbelt written permission required

Lagoulis Reservation, Newbury

GPS Location

Latitude 42.778958, Longitude -70.876544

[Google Map Locator](#)

Conservation Restriction Granted 2014 by Greenbelt to Mass. Dept. of Fish and Game

Public may hunt - Greenbelt written permission required

Great Swamp Brook, Rowley

GPS Location

Latitude 42.727473, Longitude -70.917905

[Google Map Locator](#)

Conservation Restriction

Granted 2010 by Greenbelt to Mass. Dept. of Fish and Game

Public may hunt - Greenbelt written permission required

Essex County Greenbelt Association Hunting Policy

Reinert Reservation, Essex

GPS Location

Latitude 42.648333, Longitude-70.779547

[Google Map Locator](#)

Conservation Restriction

Granted in 2018 by Greenbelt to Mass. Dept. of Fish and Game

Public may hunt - Greenbelt written permission not required

Brewer Field, Ipswich

GPS Location

Latitude 42.681729, Longitude -70.814504

[Google Map Locator](#)

Conservation Restriction

Granted in 2019 by Greenbelt to Mass. Dept. of Fish and Game

Public may hunt only in the salt marsh portion of this property. Written permission is not required

Ox Pasture and Mill River, Rowley

Ox Pasture GPS Location

Latitude 42.742605, Longitude-70.890358

[Ox Pasture Google Map Locator](#)

Mill River GPS Location

Latitude 42.747337, Longitude-70.886034

[Mill River Google Map Locator](#)

Conservation Restriction

Granted in 2018 by Greenbelt to Mass. Dept. of Fish and Game

Public may hunt - Greenbelt written permission not required

Mapping information for some of the properties above can be found on the [MassWildlife Land Viewer](#)

Greenbelt membership information can be obtained at our offices or from our website at www.ecga.org. Contact the Director of Land Stewardship with questions.

<https://ecga.org/Hunting-Policy>

**Proposed amendments to Town of West Newbury Animal By-Law
Discussion Draft, March 2024**

Proposed Bylaw revisions included in redline below:

VI. ANIMAL-DOG BY-LAW

DOG BY-LAW [Adopted at the Annual Town Meeting April 28, 1986, approved by the Attorney General June 12, 1986, and posted according to law June 20, 1986. See also notes on amendments and additions at the end of the Bylaw.]

Section 1. Dog Licensing

The Office of the Town Clerk shall be responsible for the licensing of dogs within West Newbury. All dogs three months or older must be licensed and tagged. Licenses are to be obtained by April 1 each year and will expire on the following March 31.

Section 2. License Fees

2.1- License and kennel fees shall be established and revised from time to time by the Town by vote ~~at Town Meeting of the Select Board~~, based upon the recommendation of the Town ~~Fees Committee~~Clerk and after the Select Board ~~of Selectmen~~holds a public hearing on the proposed fees. License and kennel fees are intended to be sufficient to fund all related costs of the Animal Control Officer and Town Clerk, and any property damages caused by unidentified dogs within Town boundaries. A notice of the fee hearing shall be published in at least one local newspaper at least two weeks prior to the meeting.

2.2 -Any license or kennel fee due on April 1 but remaining unpaid on May 1 ~~shall~~may be subject to a supplemental fine of \$10.00 per dog; an additional fine of \$10.00 per dog shall~~may~~ be charged if the fee remains unpaid on June 1, and likewise, an additional fine of \$10.00 per dog on July 1 and August 1.

Section 3. Animal Control Officer's Duties

3.1. The Animal Control Officer shall perform assigned duties in accordance with Chapter 140 of the General Laws of the Commonwealth of Massachusetts, and any other appropriate statutes relative hereto. The Animal Control Officer shall attend to all complaints and any other matters pertaining to dogs and shall take whatever action deemed necessary.

3.2 If the Animal Control Officer determines that a female dog in heat, even if confined, is attracting other animals, thus causing a disturbance or damage to neighboring property or public areas, the owner or keeper may be required to keep said animal, while in heat, in a kennel or to remove it from the area so that the nuisance is abated.

3.3 The Animal Control Officer ~~may~~will require dog owners or keepers to restrain their dogs with a fixed, physical leash on their dogs from running at large all Town owned

buildings and property, and in-on schools, school playgrounds, parks, trails or and recreational areas.

3.34 .1.-If the Animal Control Office determines that a dog's behavior is causing a nuisance or is dangerous, they will require the owner to prevent such behavior.

~~Dangerous or nuisance dog behavior, or other domesticated animals causing a nuisance.~~
For the purpose of this Bylaw, dog behavior which is dangerous or a nuisance includes, but is not limited to, the following: molesting pedestrian passers-by or passing vehicles, including bicycles, attacking persons or domestic animals; or damaging public or private property. If the dog's behavior continues, it will be considered a violation of Section 6 – Restraint of Dogs – and the owner will be subject to the fines and fees set forth therein.

~~3.3.2.: No person owning, harboring, or having custody and/or control of 4 or more dogs shall permit such dogs to run at large in the Town of West Newbury at any time. A dog shall be deemed running at large when it is both off the premises of the owner or such person in custody or control of, and is not on a leash, or electronic leash collar (also known as an electric leash). Any violation of this Section shall be considered a violation of Restraining of Dogs and subject to the fines and fees set forth therein~~

3.5 Penalties:

A person who owns or keeps a dog ~~, or other domesticated animal,~~ shall be responsible for the following fees which require the service of the Animal Control Officer ~~in connection with any such dog or domesticated animal.~~

First Offense	Warning
Second Offense within twelve months	\$ 25 50.00
Third Offense, and any subsequent within twelve months of the first offense	\$ 75 100.00

Service of the Animal Control Officer is the response of the officer to a specific location, and requiring the removal, restraining or impounding of the dog or domesticated animal, whether occasioned by the request of a citizen, town official or otherwise. Fees shall be paid to the Town of West Newbury.

3.6. If the owner or keeper of a dog fails to comply with the order of the Animal Control Officer and does not appeal to the Select Board of Selectmen, as provided in the next section, the Animal Control Officer shall proceed to enforce said order as provided by law.

3.7. The Animal Control Officer having custody of a confined dog shall be allowed the sum of eight dollars per day for the care of such dog, payable by the owner or keeper thereof, if known, otherwise from the dog fund.

Section 4. Appeal of Animal Control Officer Ruling

4.1. The owner or keeper of a dog, about which the Animal Control Officer issued an order under the above sections of this By-Law, may appeal said order in writing to the Select Board ~~of Selectmen~~ within ten days of the issuance of the order.

4.2. The Select Board ~~of Selectmen~~ shall hold a public hearing on the ruling and accept testimony from any and all interested parties, including the Animal Control Officer, after which the Board may overrule the Animal Control Officer, reach an agreement with the appellant, or instruct the Animal Control Officer to proceed with enforcement procedures as prescribed in Chapter 140, Section 173A of the General Laws.

Section 5. Applicability of Other Statutes

Notwithstanding the provisions of this By-Law, all other aspects of Chapter 140, Sections 136A through 175 shall still be in effect.

Section 6. Restraint of Dogs

No person owning, harboring or having custody or control of a dog shall permit such dog to be at large in the Town of West Newbury at any time, elsewhere than on the premises of the owner, except if such dog be on the premises of another person with the knowledge and consent of such person. Any dog which is not held firmly on a fixed, physical leash ~~or under the immediate control of such owner or keeper~~, may be fined and taken into custody of the Animal Control Officer. The owner shall be subject to:

1. A fine for violation of the Restraint Bylaw
2. Boarding fees for the number of days the animal is in the custody of the Animal Control Officer
3. Any necessary veterinary charges while the animal is in the custody of the Animal Control Officer

Fines:

First Offense	\$ 50.00 <u>25.00</u>
Second Offense	\$ 50 <u>100</u> .00
Third Offense and Subsequent Offenses	\$ 100 <u>200</u> .00

All town fees, fines, and charges shall be paid before the animal is returned to the owner or keeper.

This § shall be included within the scope of the provisions of Massachusetts General Laws, Chapter 40, § 21D, adopted at the fourth session of the 1995 Annual Town Meeting held on May 15, 1995, as § XXVIII, Enforcement of Town Bylaws. In addition to police officers, the Animal Control Officer shall also be an enforcing person for this section.

Dog License Fees

Neutered Male Dogs	_____ <u>\$15.00</u>
Spayed Female Dogs	_____ <u>\$15.00</u>
Male & Female Dogs	_____ <u>\$25.00</u>

Kennel: _____	
Not more than 4 dogs _____	\$35.00
Not more than 10 dogs _____	\$50.00
Over 10 dogs _____	\$100.00

Section 7. Disposal of Waste

7.1. Duty to dispose. It shall be the duty of each person who owns, possesses or controls a dog to remove and dispose of any feces left by ~~his~~their dog on any sidewalk, street, park, public way, public area or any private property of another. A copy of this section shall be given to every dog owner when licensing ~~his~~their dog.

7.2. Duty to possess means of removal. No person who owns, possesses or controls a dog shall appear with such dog on any sidewalk, street, park, public area, or private property of another without the means of removing any feces left by such dog.

7.3. Method of removal. For the purpose of this section, the means of removal shall be any tool, implement or other device carried for the purpose of picking up and containing such feces which provides protection to the person and/or the public.

7.4. Method of disposal. Disposal shall be accomplished by transporting such feces to a suitable place for placement in a designated waste receptacle, or other suitable container which is regularly emptied by a refuse collector.

7.5. Exemption. This section shall not apply to service dogs accompanying any person physically incapable of collecting said waste.

7.6. Enforcement and fines. Violations of this section will result in a fine of \$50.00 for the first offense, and \$50.00 for the second and subsequent offenses within twelve months of a previous offense. This section may be enforced pursuant to the noncriminal disposition procedure of MGL Chapter 40, § 21 D and the Town Bylaws Section XXVIII, Enforcement of Town Bylaws. In addition to police officers, the Animal Control Officer shall also be an enforcing person for this section.

[Amendment Adding Section 3.5 to the Dog By-Law voted at the October 22, 1991, Special Town Meeting, Approved by the Attorney General on January 7, 1992, and posted according to law on January 9, 1992.]

[Amendment changing Section VI. "Dog Bylaw" to read "Animal By-Law" and the amendment to add Section 3.3.1. to the Animal Bylaw voted at the third session of the 1994 Annual Town Meeting held on June 16, 1994. Approved by the Attorney General on August 26, 1994, and posted according to law on August 31, 1994.]

[Amendment to Sections 2.2 and 3.3.1. adopted as Enforcement of Town By-Laws (See XXVIII) at the Annual Town Meeting, fourth session, held May 15, 1995, approved by the Attorney General June 28, 1995, and posted according to law July 10, 1995, allows the Animal Control Officer to act as an enforcing person in addition to Police Officers.]

[Amendment to add the section entitled “Restraint of Dogs” voted on May 3, 2001, at the second session of the 2001 Annual Town Meeting, and posted according to law on September 6, 2001. Fines were increased by an amendment voted on May 6, 2009 at the second session of the 2009 Annual Town Meeting, approved by the Attorney General on August 11, 2009 and posted according to law on August 20, 2009]

[Dog License Fees adopted under Article 20 of the 1986 Annual Town Meeting and approved by the Attorney General. Amendment voted at the 1990 Annual Town Meeting under Article 25, approved by the Attorney General on September 5, 1990, and posted according to law on October 22, 1990. Amendment voted at the 2003 Annual Town Meeting under Article 16, approved by the Attorney General on July 30, 2003 and posted according to law on August 11, 2003]

[Amendment to add Section 3.3.2 was adopted at the Annual Town Meeting of April 27, 2015, approved by the Attorney General on May 26, 2015 and posted according to law on May 27, 2015]

[Amendment to add Section 7 was adopted at the Annual Town Meeting of May 23 2021, as Article 20, which was approved by the Attorney General on October 28, 2021 and posted according to law on November 3, 2021.]

Public comments may be provided by participation in the March 11, 2024 Select Board Meeting beginning at 7:15 and/or by email to selectboard@wnewbury.org prior to the meeting. The Board will provide additional opportunities for public comment regarding these proposed bylaw changes as we get closer to Town Meeting.



Proposed Hunting and Animal Bylaw Amendments

Public Feedback

Received as of 6:00 p.m. March 10, 2024

Dear Select Board

I am writing to respectfully share my opposition to the subject proposed bylaw amendment. The basis for this proposal is stated as follows:

Town owned properties that are considered appropriate for hunting are generally less than 100 acres and are also used for hiking, dog walking, equestrian activities, cycling, boating access and wildlife observation. This creates a density of use that could be unsafe for users of these properties.

I disagree that there is a reasonable safety issue described here. The Town already has the ability to restrict hunting in portions of town-owned parcels where there might be a density of use. However, hunting is a legal, state-sanctioned activity and deserves its place in the aforementioned list of outdoor activities. A single 100 acre parcel is a massive area; it is unlikely the entirety of these parcels experience such density, and hunting spots are usually off the beaten path anyway.

Massachusetts already restricts the use of rifles in this state, to mitigate concern with urban densities – one can only use shotguns, muzzle loaders, or bows and arrows. Shotgun season is 2 weeks long (excluding Sundays), black power is another 2 weeks, however the large majority of the hunting season is archery, which goes from 10/7 to 11/30. Archery is obviously noiseless, and 50 yards is a pretty long shot with a bow and arrow. On a single 100 acre property, you could house quite a few hunters without disturbing the animals.

Logistics aside, I do not think that our community should be discouraging hunting as an activity. I understand that this is not everyone's cup of tea, and I have lived in West Newbury long enough to ascertain that it's not in vogue. However, the truth is that hunting is a wholesome activity that is highly beneficial to the community as well as the ecosystem.

Hunting teaches people how to connect with nature; how to sit still in a tree for hours, simply existing, meditating, and observing nature. Observing the birds, the plants, even the deer you aren't permitted to harvest. Hunting is about appreciation, and about conservation of habitats. Hunting teaches people where their food comes, and what the circle of life is about. It teaches a person to waste not, want not, because you can see right in front of you where it came from. And for many people, hunting is an affordable means of acquiring months worth of nutritious, all natural protein... These are people that would otherwise be relegated to the industrial food complex, where animals live meaningless lives outside of their natural habitats and provide little or no nutrition to the end user.

Last but not least, hunting is both beneficial and necessary for counteracting human impacts to the ecosystem. That might seem counterintuitive, but the reality is that continued development and urban sprawl are greatly reducing habitats for wildlife. This causes wildlife populations to exceed carrying capacities for a geographic area. In order to balance things out, populations are brought into check primarily through starvation and predation. When winter arrives, and food sources shrink, the animals die long, slow deaths of starvation, or otherwise succumb to predators which in turn overpopulate. Shooting animals might seem cruel on the surface, but is it more cruel than unmanaged wildlife populations starving until equilibrium is reached? Is it more cruel than the industrial food system, where animals are not permitted to enjoy their natural habitat, diet, and lifestyle?

☺ 3/4



Proposed Hunting and Animal Bylaw Amendments

Public Feedback

Received as of 6:00 p.m. March 10, 2024

Should this article make it on the ballot, I do intend to share these thoughts at Town Meeting, as I have been a casual hunter since I was a young boy and it has added to my life, rather than subtracted from it.

Respectfully submitted.

Ross Capolupo

Hunting by law walking on town property and hearing gun shots makes us very Leary of continuing. The dog by law is one that is way past due too many dogs walking free around the reservoir racing ahead of owners

Thanks
Ivars jakobsons
7 river meadow

Good Morning, Select Board,

I am in favor of both these amendments. Pretty common sense.

Patricia Skibbee
396 Main Street

HUNTING by-law:

I am in favor of the proposed changes with the exception of recommending that the fine outlined in Section 3 should be \$100. I propose the higher fine amount based on my family's personal knowledge that hunting is currently happening on town land. Our family has had a few "close calls" with firearms being discharged within 50' of where they were standing. If the fine was higher, perhaps hunters wouldn't be so quick to hunt where it's not allowed.

DOG BY-LAW:

I am in favor of the majority of the changes proposed to the Dog By-law with the exception of the following:

Clause 2: should remain as currently written without the proposed modifications.

Clause 7.4. Method of disposal. Disposal shall be accomplished by transporting such feces to a suitable place for placement in a designated waste receptacle, or other suitable container which is regularly emptied by a refuse collector.

Lastly, does a "fixed, physical leash" mean that people may not use the retractable type leash? If so, perhaps more clearly defining that would be beneficial. Perhaps language as follows - "fixed, physical leash (no retractable leashes)".

123



Proposed Hunting and Animal Bylaw Amendments

Public Feedback

Received as of 6:00 p.m. March 10, 2024

--

Catherine Marrone
251 River Rd

Greetings,

I am unable to attend the upcoming meeting, but I want to share my thoughts regarding the bylaw changes to restrict dogs on town properties (which I assume includes Mill Pond and Pipestave). I walk my two large dogs every morning there. It is one of my delights about living in West Newbury. They socialize well with other dogs and exercise much more than they could if they stayed on leash. During several years of doing so, I have never had a problem or seen a problem. Owners who are concerned about their dogs (whether being too aggressive or running away) naturally keep their dogs on leash. During my walks (typically between 7 am and 10 am), I have never seen a horse, nor have I witnessed any pedestrians with any concerns. My dogs certainly are not perfectly behaved; however, I appreciate that I live in a town that is open to these freedoms.

I frankly don't know your conversation or understand why this issue is coming forward. However, if you do decide to move forward with this change, I hope that you might include some nuance rather than taking this radical and heavy-handed approach. If certain times are an issue, then perhaps having set hours for leashes would make more sense. If this is a concern for horses, perhaps the times when there are horse gatherings should be the focus (I tend to avoid these times anyway).

Overall, this change saddens me and makes me question why this change needs to be made in this way. I think we can do better with this decision.

Thanks for your consideration,
Greg Keller
529 Main St.

Hunting Bylaw

Good morning - My comment is that the fine in Section 3 should be \$250 for each offense. The amount of \$50 is too little to be a deterrent.

Thank you - Barry Fogel, 4 Upland Lane

I support both proposed amendments. Thank you.

Kathy Mandeville
2 Ridgeway Circle

Dear Select Board Members,

I think there should be an additional section for people with dogs staying at AirBnB/VRBO homes for extended stays in residential neighborhoods (not sure if they are required to provide any fees and/or proof of rabies vaccinations etc.)

Also, people with dogs that are renters at residential homes and ADUs.

çÏë³¼



Proposed Hunting and Animal Bylaw Amendments
Public Feedback
Received as of 6:00 p.m. March 10, 2024

Thank you!

Maryann Czerepak
14 Norino Drive

We are in favor of both amendments with one reservation, that is the penalty fee for weapon use on private property or Town property. Fifty dollars is a slap on the wrist and not a deterrent for disregard of the law.

If someone were to use any weapon on our property, which is surrounded by woods and not easily visible much of the year, we would not feel safe in our own home. Worse, if outside we could be hit. Not only would we want the person criminally charged, we would also expect them to lose their hunting license (assuming they had one to begin with) and pay a fine that would have a meaningful impact.

We need strong laws when it comes to weapons, for our community's safety and to remain one of the safest states in the country, particularly regarding firearm use.

Thank you for considering our comments.

Bridget & Bill White
59 Indian Hill Street

As an older resident, I am not capable of running with my dogs on leash. Running and playing together in the fields gives them the exercise that I cannot give them. My dogs enjoy running with other dogs in and around Mill Pond and Pipestave Hill. We are respectful of others and my dogs are put on leash until we are clear that the other dog owners and their pets are okay.

I agree that dogs should be leashed on school grounds and buildings.

I respectfully request that you do not amend the Animal By-Law Section 3.3 to require that dogs must be kept on leash on trails and recreational areas.

Thank you for the opportunity to express my concern.

Claudia Woods Estin

Claudia Woods Estin
CBC Associates Inc.
3 River Road
West Newbury, MA 01985

ARTICLE REQUEST FORM

ARTICLE: To consolidate Finance Committee Bylaws, allow for quorums to be set at a majority of those "then serving", allow for a Finance Committee representative on any School District Advisory Committee, to provide for a vice chairman, to set dates regarding town meetings and annual budget to those dates currently observed.

AMOUNT REQUESTED: Zero

CONTACT PERSON: Rob Phillips

PHONE NUMBER: 978-270-6601

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

Every so many years it is good to review what was written many decades ago and compare it to the best practices that have evolved over the past few decades. In particular, the state recognizes that at any particular point in time a board or committee may not be at full strength. Quorums can be set to reflect current membership at any point in time. At least two of our regional school districts have had or do have provisions for advisory committees which may either denote a Finance Committee member or the town may desire such representation from the Finance Committee. A vice chairman would allow for meetings in the absence of the chair. The timeframe for Finance Committee involvement in town meetings as well the role of the Town Manager is well established and the bylaw should reflect same.

What factors affect the timing of this purchase?

None

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

Not applicable

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

None

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

Not applicable

Please attach additional pages or other supporting documentation

**Draft Proposal
Changes to Town Bylaws regarding the Finance Committee
For Annual Town Meeting April 2024**

Current West Newbury Town Bylaws regarding Finance Committee, January 25, 2023

Pages 5 & 6

In compliance with the provisions of law relating thereto, there shall be a Finance Committee consisting of six (6) qualified voters who shall not hold any other Town Office or position, except that one member of the Finance Committee shall be a member of the advisory Capital Improvements Committee and a member of the Finance Committee shall be a member of the Investment Policy Committee, and who shall be appointed by the Selectmen, two (2) each for a term of three (3) years, any vacancy arising may be filled by the Selectmen at any time. It shall be the duty of the Finance Committee to consider all municipal questions affecting the revenue, indebtedness or expenditures of the funds of the Town, and for this purpose the committee shall have access to all books and records of the Town.

Pages 21 & 22

The Finance Committee shall annually elect a chairman and secretary from its membership. The chairman may call meetings whenever he thinks advisable, but shall call meetings at the request of four members of the committee. A quorum for any meeting shall be four members.

They shall meet at least ten days prior to the Annual Meeting each year and at least five days prior to any Special Town Meeting to prepare recommendations regarding all articles in the warrant, especially those involving the appropriation of money.

The committee shall confer with and advise the Board of Selectmen whenever so requested by the latter. Prior to the Annual Meeting the Selectmen shall submit to this committee the proposed budget for the next ensuing year.

Proposed

In compliance with the provisions of law relating thereto, there shall be a Finance Committee consisting of six (6) qualified voters who shall be appointed by the Select Board, two (2) each annually, for a term of three (3) years, all terms ending on June 30th of its respective year. Any vacancy arising may be filled by the Selectmen at any time. Finance Committee members shall not hold any other Town Office or position, except that one member of the Finance Committee shall be a member of the Capital Improvements Committee, one member shall be a member of the Investment Policy Committee, and one member shall be a member of any Regional School District Advisory Committee, or similar, which may provide for a Finance Committee member from its member communities. Further, the Select Board may appoint a Finance Committee member to a Regional School District Advisory Committee, or similar, even if no specific requirement for a Finance Committee is required on the Advisory Committee.

It shall be the duty of the Finance Committee to consider all municipal questions affecting the revenue, indebtedness, or expenditures of the funds of the Town, and for this purpose the committee shall have access to all books and records of the Town. The committee shall confer with and advise the Select Board whenever so requested by the latter.

The Finance Committee shall annually elect a chairman, vice chairman and secretary from its membership. The chairman may call meetings whenever he thinks advisable but shall call meetings at the request of a majority of its then serving members. A quorum for any meeting shall be a majority of its then serving members. They shall meet at least two months prior to the Annual Meeting each year and at least one month prior to any Special Town Meeting, except upon emergency, to prepare recommendations regarding all articles in the warrant. Prior to the Annual Meeting the Town Manager shall submit to this committee the proposed budget for the next ensuing year upon a timetable that coordinates with the needs of the Finance Committee.

ARTICLE REQUEST FORM

ARTICLE: Transfer of Opioid Settlement Funds

AMOUNT REQUESTED: \$3,846.12

CONTACT PERSON: Jennifer Walsh, Town Accountant

PHONE NUMBER: 978-363-1100 x112

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

To see if the Town will vote to appropriate and transfer the sum of \$3,846.12 from Free Cash into a Special Revenue Fund pursuant to Chapter 77, Section 197 of the Acts of 2023; or take any action relative thereto.

This amount is equivalent to what the Town received in funding from statewide opioid settlements between the Massachusetts Attorney General and opioid industry participants in FY 2023 and for which the Town is obligated to spend for opioid-related purposes in accordance with the Massachusetts State – Subdivision Agreement for Statewide Opioid Settlement Funds.

What factors affect the timing of this purchase?

The establishment of a Special Revenue Fund was authorized by State legislation enacted in December, 2023. This proposed article would transfer funds already in-hand into a new Special Revenue Fund established pursuant to this recent legislation. The transfer of funds would not in any way affect the allowable uses of the funds.

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

N/A (the transfer would take place upon Town Meeting authorization, and prior to the closeout of FY24)

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

None.

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

No.

Please attach additional pages or other supporting documentation.

ARTICLE REQUEST FORM

ARTICLE: Police Cruiser

AMOUNT REQUESTED: \$57,000

CONTACT PERSON: Chief Michael Dwyer

PHONE NUMBER: 978-363-1213

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

We are requesting funding to replace our 2020 Ford Explorer police cruiser. This vehicle is one of 4 police cruisers used for patrol and emergency response. Our cruisers are used 24/7/365 and are rotated on a regular basis to minimize wear and tear.

Proposed pricing is based on budget quotes received in February, 2024 for 2025 Ford all-wheel-drive utility vehicles. We received quotes for both hybrid and gas models, and the proposed dollar amount would cover the hybrid cost (which is about \$3k more than gas), but have not made a decision as to which vehicle would be purchased. Gas-powered vehicles are currently more available because departments have shifted away from hybrid due to issues large and small. The West Newbury P.D. has experienced some performance issues with its hybrid model such as check engine lights and power drain issues. Ford has in many cases covered these issues under warranty, but it still leaves the department without a vehicle for several days at a time. We have communicated with contacts at other departments including State Police, Rowley, and Boston University and they have experienced similar issues, and BU suffered a major issue that took over a year to fix. We feel that the hybrids have a better design with LE vehicles compared to fully electric vehicles, which tend to be smaller and do not have the storage capacity that we have with the hybrid/gas models.

With regard to the quotes received, these are strictly for budgeting purposes. Prior to proceeding with a purchase, luxury features would be removed from the final quote such as AutoStart, tint and other items that are not necessary.

What factors affect the timing of this purchase?

This vehicle is a second generation Ford Hybrid SUV and the first hybrid purchased for the police department. This vehicle is due for replacement based on the milage and recent costly repairs. We held off replacing this vehicle last year due to the current milage on the vehicle and to further evaluate hybrid technology.

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

1 year - 06/30/2025

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

Routine maintenance costs (insurance, registration, fuel, maintenance etc.) are built into Police Dept. operating budget.

The proposed dollar amount in the article request is not the total cost of the cruiser. The total est. cost is about \$67,000 but, as has been past practice, our intent is to fund the balance of costs from the Police Cruiser Revolving Fund.

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

Yes.

Please attach additional pages or other supporting documentation

Unit	Plate	Model	Year	VIN	Mileage	Notes
300	35XG84	Utility Inter	2017	1FM5K8AR6HGD66605	68,133	Admin Vehicle
301	301C	Utility Inter	2018	1FM5K8AF3HGD57439	105,639.00	Replaced FY23
302	302C	Utility Inter Hybrid	2022	1FM5K8AW6NNA00642	13,064.00	
303	303C	Utility Inter Hybrid	2021	1FM5K8AWIMNA01695	45,239.80	
304	304C	Utility Inter	2018	1FM5K8ARXJGC75066	48,166.00	FY24 FY25



Budget Quote

CUSTOMER

Company/Dept: Chief Michael Dwyer
 Contact: West Newbury Police Dept.
 Street Address: 401 Main St.
 City, State, Zip: West Newbury, MA. Ma. 01985
 Phone: 978 363 1213
 E-Mail: dwyer@westnewburysafety.org
 Job Description: **Hybrid + Upfit**

Date: February 13, 2024
 Valid for: 60 Days*
 Customer #:
 Contract: GBPC / MAPC
 Sales Rep: Chad Page

Vehicle: **Contract Number: GBPC / MAPC**

CONTRACT LINE REFERENCE	VEHICLE LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
K8A	2025 Ford Utility PI - AWD - Hybrid Engine	\$ 47,995.00	1	\$ 47,995.00
Color:	UM: Agate Black	\$ -	1	\$ -
Engine:	3.3L V6 Hybrid Engine	\$ -	1	\$ -
Headlights	Pre-drilled head lamp housings	\$ -	1	\$ -
Rear View	Back up camera monitor in rear view mirror	\$ -	1	\$ -
549	Heated Side Mirrors	\$ 59.00	1	\$ 59.00
76R	Reverse Sensing	\$ 270.00	1	\$ 270.00
51R	Driver Only LED Spot Lamp (Unity)	\$ 387.00	1	\$ 387.00
52P	Rear Lock Rods and Plungers	\$ 157.00	1	\$ 157.00
43D	Dark Car Feature	\$ 25.00	1	\$ 25.00
153	Front License Plate Bracket	\$ -	1	\$ -
Wheels	Small Wheel Covers	\$ -	4	\$ -
Vehicle Total:				\$ 48,893.00

Equipment: **Contract Number: GBPC / MAPC**

CONTRACT LINE REFERENCE	CONTRACT EQUIPMENT LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
Service	Fleet Key : 1284x	\$ 375.00	1	\$375.00
Service	Graphics Package C "Ghost Lettering"	\$ 695.00	1	\$695.00
Service	Activate Head Light Flashers	\$ 120.00	0.5	\$60.00
Service	Front and Rear Vent Shades	\$ 160.00	1	\$160.00
Service	MHQ Equipment Cover Large	\$ 135.00	1	\$135.00
Non-Contract	911 Circuits Power Management Distribution System 27 Fused Outputs	\$ 750.00	1	\$750.00
MCRNTB	Whelen Micron Series <i>Solo Blue Mounted in Grill Cut-outs</i>	\$ 119.70	2	\$239.40
VTX609B	Whelen Hideaways Vertex <i>in Front Corners, Blue (2)</i>	\$ 107.10	2	\$214.20
I2E	Whelen ION Series Duo Color I2E in <i>Front Grill, B/W</i>	\$ 153.90	2	\$307.80
MBFX20	Whelen Mirror Beam Housing for PIU 20+	\$ 371.70	1	\$371.70
MBIONVB	Whelen Mirror Beam V-series	\$ 96.30	2	\$192.60
PACKAGE	Whelen Liberty II DUO Color WCX lightbar <i>"Packaged" w/ Core Siren + Control head + OBD2 Cable + Siren Speaker</i>	\$ 4,250.00	1	\$4,250.00

CY1892	Whelen Core Expansion Module 16 Outputs	\$ 218.70	1	\$218.70
I2E	Whelen ION Series B/W <i>in Rear Quarter Glass</i>	\$ 153.90	2	\$307.80
I2E	Whelen ION Series B/W <i>in Upper Rear Gate</i>	\$ 153.90	2	\$307.80
VTX609*	Whelen Hideaways Vertexs (4) <i>in Rear Tail-Lights, Red / White</i>	\$ 107.10	4	\$428.40
TLIB	Transfer Dual+A28:D37 Gun Rack	\$ 127.80	2	\$255.60
3SR	Whelen 3SRC DomeLights <i>Red/White 2 in Lower Lift Gate 1 Overhead Front Console</i>	\$ 77.40	3	\$232.20
PRPSP4714UINT20A	Pro-Gard Front Partition PRPSP4714UINT - <i>Vinyl Center Slide Window w/ Screen and Recessed Panel</i>	\$ 928.80	1	\$928.80
S4702UINT20OSB	Pro-Gard Rear Partition with <i>Transport Seat w/ Poly rear Barrier and OBS Belt System</i>	\$ 1,689.30	1	\$1,689.30
BR66	Pro-Gard <i>Windows Bar Verticle Steel Bars</i>	\$ 246.60	1	\$246.60
CVS1012	Havis VS Series High Angle CVS1012INUT Console	\$ 431.80	1	\$431.80
CARM103	Havis Flip up Arm Rest / 103	\$ 122.31	1	\$122.31
CUP2	Havis Self Adjusting Dual Cupholder	\$ 53.98	1	\$53.98
MMSU1	Magnetic Mic Clips	\$ 49.00	2	\$98.00
Non-Contract	Maglight Flashlight <i>ML150LR-7019</i>	\$ 209.00	1	\$209.00
Service	Transfer 2 Way Radio	\$ 120.00	2.5	\$300.00
Service	Transfer 2 Way Radio	\$ 120.00	2.5	\$300.00
Service	Transfer Radar	\$ 120.00	1.5	\$180.00
Service	Transfer Dual Gun Rack	\$ 120.00	1.5	\$180.00
Service	Transfer MDT / Computer system	\$ 120.00	3.5	\$420.00
Non-Contract	AntennaPlus Computer Antenna <i>Cell / GPS NEW # APMMFCCWGQSMARP3BL19</i>	\$ 381.58	1	\$381.58
Budget	Potential Estimated Increase on MY25 Equipment	\$ 2,435.65	1	\$2,435.65
Equipment Total:				\$17,478.22
Trade Vehicles:				
CONTRACT LINE REFERENCE	TRADE VEHICLE LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
TRADE	Vehicle: Vin Number:			\$0.00
Trade Vehicle/s Total:				\$0.00
Per Vehicle / Equipment				\$66,371.22
Qty:			1	
Quote Grand Total:				\$66,371.22

TERMS AND CONDITIONS

Deferrals and Cancellations of Sales Orders In all cases where vehicles, products, and labor are purchased against government and public contracts, the terms and conditions of that contract shall prevail and bind McGovern MHQ. In cases where contract terms on deferral and/or cancellation are not defined, and for non- contract sales, the following McGovern MHQ policy shall prevail.

Deferrals

For this discussion, "deferral" refers to a customer-initiated action to delay the delivery of purchased items* beyond the delivery date confirmed to the customer in writing (Purchase Order confirmation). All deferral requests must be communicated to McGovern MHQ in writing.

McGovern MHQ, at their sole discretion, reserves the right to accept or reject deferral requests. Once the subject item has started the production / fabrication process, delivery deferrals are not allowed - the item will be built, shipped, and billed upon completion. For deferral requests on items not yet in production, McGovern MHQ shall negotiate deferral terms with the customer's purchasing or sourcing authority (not the requisitioner).

Consequences of order deferrals may include, but not be limited to, loss of scheduled production timeslot and reallocation of vehicles and/or materials to other active jobs or other customers.

Special Order and Non-Cancellable/Non-Returnable Items (NCNR)

Certain items and material are categorized as "Special Order" or "NCNR." Attempts to cancel shall be handled on an individual basis. Depending on the stage of production of a special-order item, and the suppliers involved, special order items may incur cancellation charges based on supplier purchase liabilities. McGovern MHQ shall always act in the interest of our customers to minimize or eliminate cancellation charges whenever possible. Special Order items will be identified as such at the time of quoting and order acceptance to assure an understanding of risk to the customer. NCNR items are not cancellable with our suppliers. McGovern MHQ will make a reasonable attempt to minimize the financial impact of cancelling NCNR items, but no assurance is offered that the customer's purchase liability for these item types can be reduced in any way. NCNR items will be identified as such at the time of quoting and order acceptance to assure an understanding of risk to the customer.

Cancellations

For this discussion, "cancellation" refers to a customer-initiated action to cancel a customer committed order** or any part thereof. All cancellation requests must be communicated to McGovern MHQ in writing. Cancellations will be accepted, without penalty, until the point in time where material has been ordered to support production of the ordered item(s). Once components or material is ordered against a committed customer order, cancellation charges may apply based on supplier purchase liabilities. McGovern MHQ shall always act in the interest of our customers to minimize or eliminate cancellation charges whenever possible. Depending on the type of material/components and the suppliers involved, the range of customer purchase liability can range from complete release of purchase liability, up to and including full liability of the original material cost.

Supplier Failure to Perform

McGovern MHQ shall be held harmless in cases where their suppliers fail to source, build, or deliver quoted or ordered products required to satisfy customer committed orders. McGovern MHQ shall also be held harmless in cases where a supplier discontinues availability of a product, places a product on allocation, or delivery times extend beyond their normal quoted delivery times such that the subject product becomes unavailable, or experiences extended delivery times. In these cases, McGovern MHQ shall offer alternatives, where commercially available, to the customer for consideration as acceptable substitutes.

***Purchased Items**

"Purchased Items" is defined as any item, component, or material required to fulfill a committed customer order.

****Customer Committed Order**

"Customer Committed Order" is defined as any acceptable form of communication that directs McGovern MHQ to produce and sell an item to their customer. Acceptable forms of communication are customer Purchase Orders, quotes that are signed and dated by a customer purchasing authority, Letters of Intent or Letters of Commitment that are signed and dated by a customer purchasing authority, or similar instruments that communicate an intent to purchase.

ORDER ACKNOWLEDGEMENT

By signing this document you are agreeing to the above terms and conditions of this order from McGovern MHQ, Inc.

x

PRINT NAME

x

TITLE

x

SIGNATURE

x

DATE



Budget Quote

CUSTOMER

Company/Dept: Chief Michael Dwyer
 Contact: West Newbury Police Dept.
 Street Address: 401 Main St.
 City, State, Zip: West Newbury, MA. Ma. 01985
 Phone: 978 363 1213
 E-Mail: dwyer@westnewburysafety.org
 Job Description: **Gas + Upfit**
 Vehicle: **Contract Number: GBPC / MAPC**

Date: February 13, 2024
 Valid for: 60 Days*
 Customer #:
 Contract: GBPC / MAPC
 Sales Rep: Chad Page

CONTRACT LINE REFERENCE	VEHICLE LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
K8A	2025 Ford Utility PI - AWD - Gas Engine	\$ 45,145.00	1	\$ 45,145.00
Color:	UM: Agate Black	\$ -	1	\$ -
Engine:	3.3L V6 Gas Engine	\$ -	1	\$ -
Headlights	Pre-drilled head lamp housings	\$ -	1	\$ -
Rear View	Back up camera monitor in rear view mirror	\$ -	1	\$ -
549	Heated Side Mirrors	\$ 59.00	1	\$ 59.00
76R	Reverse Sensing	\$ 270.00	1	\$ 270.00
51R	Driver Only LED Spot Lamp (Unity)	\$ 387.00	1	\$ 387.00
52P	Rear Lock Rods and Plungers	\$ 157.00	1	\$ 157.00
43D	Dark Car Feature	\$ 25.00	1	\$ 25.00
153	Front License Plate Bracket	\$ -	1	\$ -
Wheels	Small Wheel Covers	\$ -	4	\$ -
Vehicle Total:				\$ 46,043.00
Equipment:	Contract Number: GBPC / MAPC			
CONTRACT LINE REFERENCE	CONTRACT EQUIPMENT LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
Service	Fleet Key : 1284x	\$ 375.00	1	\$375.00
Service	Graphics Package C "Ghost Lettering"	\$ 695.00	1	\$695.00
Service	Activate Head Light Flashers	\$ 120.00	0.5	\$60.00
Service	Front and Rear Vent Shades	\$ 160.00	1	\$160.00
Service	MHQ Equipment Cover Large	\$ 135.00	1	\$135.00
Non-Contract	911 Circuits Power Management Distribution System 27 Fused Outputs	\$ 750.00	1	\$750.00
MCRNTB	Whelen Micron Series <i>Solo Blue Mounted in Grill Cut-outs</i>	\$ 119.70	2	\$239.40
VTX609B	Whelen Hideaways Vertex <i>in Front Corners, Blue (2)</i>	\$ 107.10	2	\$214.20
I2E	Whelen ION Series Duo Color I2E in <i>Front Grill, B/W</i>	\$ 153.90	2	\$307.80
MBFX20	Whelen Mirror Beam Housing for PIU 20+	\$ 371.70	1	\$371.70
MBIONVB	Whelen Mirror Beam V-series	\$ 96.30	2	\$192.60
PACKAGE	Whelen Liberty II DUO Color WCX lightbar <i>"Packaged" w/ Core Siren + Control head + OBD2 Cable + Siren Speaker</i>	\$ 4,250.00	1	\$4,250.00

CY1892	Whelen Core Expansion Module 16 Outputs	\$ 218.70	1	\$218.70
I2E	Whelen ION Series B/W <i>in Rear Quarter Glass</i>	\$ 153.90	2	\$307.80
I2E	Whelen ION Series B/W <i>in Upper Rear Gate</i>	\$ 153.90	2	\$307.80
VTX609*	Whelen Hideaways Vertexs (4) <i>in Rear Tail-Lights, Red / White</i>	\$ 107.10	4	\$428.40
TLIB	Transfer Dual+A28:D37 Gun Rack	\$ 127.80	2	\$255.60
3SR	Whelen 3SRC DomeLights <i>Red/White 2 in Lower Lift Gate 1 Overhead Front Console</i>	\$ 77.40	3	\$232.20
PRPSP4714UINT20A	Pro-Gard Front Partition PRPSP4714UINT - <i>Vinyl Center Slide Window w/ Screen and Recessed Panel</i>	\$ 928.80	1	\$928.80
S4702UINT20OSB	Pro-Gard Rear Partition with <i>Transport Seat w/ Poly rear Barrier and OBS Belt System</i>	\$ 1,689.30	1	\$1,689.30
BR66	Pro-Gard <i>Windows Bar Verticle Steel Bars</i>	\$ 246.60	1	\$246.60
CVS1012	Havis VS Series High Angle CVS1012INUT Console	\$ 431.80	1	\$431.80
CARM103	Havis Flip up Arm Rest / 103	\$ 122.31	1	\$122.31
CUP2	Havis Self Adjusting Dual Cupholder	\$ 53.98	1	\$53.98
MMSU1	Magnetic Mic Clips	\$ 49.00	2	\$98.00
Non-Contract	Maglight Flashlight <i>ML150LR-7019</i>	\$ 209.00	1	\$209.00
Service	Transfer 2 Way Radio	\$ 120.00	2.5	\$300.00
Service	Transfer 2 Way Radio	\$ 120.00	2.5	\$300.00
Service	Transfer Radar	\$ 120.00	1.5	\$180.00
Service	Transfer Dual Gun Rack	\$ 120.00	1.5	\$180.00
Service	Transfer MDT / Computer system	\$ 120.00	3.5	\$420.00
Non-Contract	AntennaPlus Computer Antenna <i>Cell / GPS NEW # APMMFCCWGQSMARP3BL19</i>	\$ 381.58	1	\$381.58
Budget	Potential Estimated Increase on MY25 Equipment	\$ 2,435.65	1	\$2,435.65
Equipment Total:				\$17,478.22
Trade Vehicles:				
CONTRACT LINE REFERENCE	TRADE VEHICLE LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
TRADE	Vehicle: Vin Number:			\$0.00
Trade Vehicle/s Total:				\$0.00
Per Vehicle / Equipment				\$63,521.22
Qty:			1	
Quote Grand Total:				\$63,521.22
TERMS AND CONDITIONS				

Deferrals and Cancellations of Sales Orders In all cases where vehicles, products, and labor are purchased against government and public contracts, the terms and conditions of that contract shall prevail and bind McGovern MHQ. In cases where contract terms on deferral and/or cancellation are not defined, and for non- contract sales, the following McGovern MHQ policy shall prevail.

Deferrals

For this discussion, "deferral" refers to a customer-initiated action to delay the delivery of purchased items* beyond the delivery date confirmed to the customer in writing (Purchase Order confirmation). All deferral requests must be communicated to McGovern MHQ in writing.

McGovern MHQ, at their sole discretion, reserves the right to accept or reject deferral requests. Once the subject item has started the production / fabrication process, delivery deferrals are not allowed - the item will be built, shipped, and billed upon completion. For deferral requests on items not yet in production, McGovern MHQ shall negotiate deferral terms with the customer's purchasing or sourcing authority (not the requisitioner).

Consequences of order deferrals may include, but not be limited to, loss of scheduled production timeslot and reallocation of vehicles and/or materials to other active jobs or other customers.

Special Order and Non-Cancellable/Non-Returnable Items (NCNR)

Certain items and material are categorized as "Special Order" or "NCNR." Attempts to cancel shall be handled on an individual basis. Depending on the stage of production of a special-order item, and the suppliers involved, special order items may incur cancellation charges based on supplier purchase liabilities. McGovern MHQ shall always act in the interest of our customers to minimize or eliminate cancellation charges whenever possible. Special Order items will be identified as such at the time of quoting and order acceptance to assure an understanding of risk to the customer. NCNR items are not cancellable with our suppliers. McGovern MHQ will make a reasonable attempt to minimize the financial impact of cancelling NCNR items, but no assurance is offered that the customer's purchase liability for these item types can be reduced in any way. NCNR items will be identified as such at the time of quoting and order acceptance to assure an understanding of risk to the customer.

Cancellations

For this discussion, "cancellation" refers to a customer-initiated action to cancel a customer committed order** or any part thereof. All cancellation requests must be communicated to McGovern MHQ in writing. Cancellations will be accepted, without penalty, until the point in time where material has been ordered to support production of the ordered item(s). Once components or material is ordered against a committed customer order, cancellation charges may apply based on supplier purchase liabilities. McGovern MHQ shall always act in the interest of our customers to minimize or eliminate cancellation charges whenever possible. Depending on the type of material/components and the suppliers involved, the range of customer purchase liability can range from complete release of purchase liability, up to and including full liability of the original material cost.

Supplier Failure to Perform

McGovern MHQ shall be held harmless in cases where their suppliers fail to source, build, or deliver quoted or ordered products required to satisfy customer committed orders. McGovern MHQ shall also be held harmless in cases where a supplier discontinues availability of a product, places a product on allocation, or delivery times extend beyond their normal quoted delivery times such that the subject product becomes unavailable, or experiences extended delivery times. In these cases, McGovern MHQ shall offer alternatives, where commercially available, to the customer for consideration as acceptable substitutes.

***Purchased Items**

"Purchased Items" is defined as any item, component, or material required to fulfill a committed customer order.

****Customer Committed Order**

"Customer Committed Order" is defined as any acceptable form of communication that directs McGovern MHQ to produce and sell an item to their customer. Acceptable forms of communication are customer Purchase Orders, quotes that are signed and dated by a customer purchasing authority, Letters of Intent or Letters of Commitment that are signed and dated by a customer purchasing authority, or similar instruments that communicate an intent to purchase.

ORDER ACKNOWLEDGEMENT

By signing this document you are agreeing to the above terms and conditions of this order from McGovern MHQ, Inc.

x

PRINT NAME

x

TITLE

x

SIGNATURE

x

DATE



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: March 9, 2024
RE: Updates to proposed Capital articles

The Capital Improvements Committee (CIC) has met twice in recent weeks, with another meeting scheduled for this Thursday March 14th at 7:30pm. Both meetings have been thoughtful and productive, with in-depth conversations both among the Committee and with each of the article sponsors (other than Water, which will attend on March 14th). Minutes (approved and draft) enclosed.

However, through no fault of its own, the CIC is bumping up against the deadline for its report to the Select Board, established in the Town Bylaws as 6 weeks prior to Town Meeting (so, March 18th).

At its upcoming March 14th meeting, I will recommend that the Committee vote recommendations on those articles that are before it and complete, including the new Police Cruiser article expected to be referred to the CIC by the Select Board on March 11th.

For those Capital articles for which there remain open questions, in some cases including changing or unknown dollar amounts, it will be up to the CIC whether to include those items in its report; exclude them from the report but issue a supplemental report closer to the date of Town Meeting; or recommend that these articles be tabled or removed for the upcoming Town Meeting cycle. It is my hope that – for at least one/some of the articles with present unknowns, such as the Middle Street Bridge – that the CIC will choose to issue a supplemental report closer to Town Meeting, to preserve the Board's ability to maintain these article proposals for consideration by Town Meeting voters.

I am appreciative of the flexibility that the CIC has shown to date as we manage an unprecedented number of proposed/potential warrant articles, while simultaneously managing and engaging with many major Town initiatives, and completing our day-to-day operational responsibilities.

Summary Updates

The following proposed articles have been reviewed by the CIC, and it is expected these will be rated/ranked by the CIC in their upcoming report to the Select Board (with the article reference numbers from prior packets):

- **21. Fire Pumper Truck.** (\$560,000)
- **23. Annex flooring replacement.** (\$62,000)
- **26. Page School Flooring Repairs.** (\$50,000)
- **28. DPW Plow Truck.** (\$350,000)
- **29. DPW Zero-Turn Mower.** (\$33,500)
- **34. Public Safety Complex, interior/exterior improvements.** (\$23,835)
- **35. Replace Water Pump at Wellfield.** (\$44,000)
- **36. Coffin Street Culverts Engineering/Permitting.** (\$50,000)

The following proposed articles have been reviewed by the CIC, but have had new information come in since the most recent CIC meeting on Feb. 29th, and/or continue to have unknowns as of this writing:

- **20. Appropriation and/or Debt Authorization for Middle Street Bridge.** Recent updates:
 - o Newburyport recently applied for new \$500,000 MassDOT Small Bridge grant. MassDOT has confirmed that this application is under active review.
 - o West Newbury submitted request for Congressional earmark for funds for bridge.
 - o Recently received confirmation from MassDOT that bridge is not eligible for Federal Bridge Formula Grant funds, so (given lack of optimism re Federal earmark funding request), focus is now almost solely on State and Local funding options.
 - o Town Manager/Select Board will be represented at upcoming (March 18th) meeting of Newburyport City Council Committee on Public Safety/Infrastructure to discuss project, including proposed terms of a new/updated Intermunicipal Agreement (IMA).
 - o In summary, whether and how much funding the Select Board may propose at the spring Town Meeting is subject to variables that continue to be in play. Board expected to review article and refine proposal at its meeting on 3/25.

- **25. Replace Generator for Town Offices/Annex.**
 - o Proposed funding amount (\$90,000) under active review, based on discussion at 2/29 CIC meeting. We expect to have an updated proposal/refined scope for consideration at upcoming 3/14 CIC meeting.

- **31. Supplemental funding for telecom upgrades at Town Offices, Public Safety Complex and Library.**
 - o Procurement timeline extended, with proposal submission deadline now April 24th.
 - o Supplemental Addendum expected to be issued on/by March 13th with more detailed scoping information regarding proposed cabling work. We are working to finalize a memo to CIC with increased detail regarding rationale for proposal, and expect to discuss this further at the upcoming 3/14 CIC meeting.

- **32. Town Offices Electronic Keying System.**
 - o Proposed funding amount (\$65,000) under active review, taking into account discussion at 2/29 CIC meeting. We expect to have an updated proposal/refined scope (expected at significantly reduced amount) for consideration at upcoming 3/14 CIC meeting.

- **38. Page School elevator engineering/repairs.**
 - o Proposed funding amount/scope under active review. We expect to have an updated proposal/refined scope for consideration at upcoming 3/14 CIC meeting.

- **39. Page School: engineering/design re internal site circulation.**
 - o Proposal from traffic engineering consultant (to include engineering for widening of primary entrance driveway, and high-level planning of site circulation car/ped/bus pickup/dropoff) expected soon. If scope timely received, and recommended by key staff, will be circulated for further consideration at future Board/Committee meetings, if still timely for potential consideration at spring Town Meeting.

- **65. NEW ARTICLE. Police Cruiser.**
 - o Upon Select Board recommendation that the \$57,000 cruiser expense be removed from the Town Manager's initial proposed FY25 Police operating budget, an article request form was prepared (and provided separately). At their meeting on 3/11, the Select Board will be asked to add this to the warrant and refer it to the CIC for their review/ranking.

Removed Articles

The following Capital articles included in the initial (Feb. 7th) articles packet have either been removed from the warrant by the Select Board, or withdrawn by the article sponsor.

- **22. Rocks Village Warning Signals.** Withdrawn upon recent confirmation that MassDOT will take the lead on this initiative.
- **24. Replace A/C Unit in Council on Aging / SAGE Center.** Select Board removed from warrant.
- **27. Page School Interior Improvements/Repairs.** Select Board removed from warrant.
- **30. Add'l Accessories for DPW Trackless Vehicle.** Select Board removed from warrant.
- **33. Roof replacement, Public Safety Complex.** Select Board removed from warrant.
- **37. Page School Standpipe.** Withdrawn upon recent recommendation from Chief Dwyer.

cc: Capital Improvements Committee; Finance Committee
DPW/Highway; DPW/Facilities; Police; Fire; Town Accountant; Town Clerk; Pentucket



Department of Public Works

Highway, Tree & Snow/Ice Divisions

Richard "Butch" Hills
Highway Superintendent/Tree Warden
Tel: (978) 363-1100 ext. 120
highway@wnewbury.org

MEMORANDUM

Date: March 11th, 2024

Subject: Resubmittal of Article #30: Trackless Boom Mower Accessories

With all due respect, I would like to resubmit Article #30 for the MT7 Trackless boom mower accessories.

The DPW has a rear-mounted Boom mower that has never been mounted onto the current tractor, which is approximately 15+ years old. Being a rear-mounted mower, it is extremely difficult to operate, very uncomfortable for the operator due to awkward positions while moving forward but having to look behind you. The current roadside mower has had major transmission work done within the past two years. Acquiring the Trackless boom mower would reduce some of the hours it operates. Since we have had the J D 5083E, it averages approximately 235 hours per year.

With the Trackless boom mower, it is front mounted, operator friendly and much more efficient. The operator is looking in the same direction as mowing and all controls are within reach. This mower would be used for drainage ditches and behind guardrails.

It was brought up at the Select Board meeting that it be used as a single-season snow machine. If that were to happen, it would be sitting for a good 9 months out of the year. Typically, it is not good practice to get equipment sit for extended periods of time. To me, that is a lot of money to spend on a machine for a single season when it could easily be utilized and help the department. The Trackless MT7 was purchased with the intent on multi-season use. The Holder sidewalk machine averages 26.6 hours/year.

The DPW was originally looking to purchase a Bombardier snow machine, which would have been a single-season machine, but the bid we received plus attachments was over \$224,000. When we received this quote, we decided to shift our thoughts to the MT7 Trackless, which was only \$174,000.

I believe it would be a great benefit to use this machine for snow removal, as well as mowing.

Sincerely,

Richard "Butch" Hills
Highway Superintendent

Town of West Newbury

2024 Spring Town Meeting (FY25)

ARTICLE REQUEST FORM

ARTICLE: *Additional Accessories for the Trackless MT7*

AMOUNT REQUESTED: \$41,540

CONTACT PERSON: Butch Hills, Highway Superintendent

PHONE NUMBER: 978-363-1100 x120

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

The Department of Public Works is seeking to purchase additional accessories for the Trackless MT7 that was purchased in FY24. Additional accessories include a Boom Flail Mower and a set of Dual Tires for use with the Boom Flail Mower; 4 sets of 2 tires on rims. This will allow year-round use of the Trackless MT7.

What factors affect the timing of this purchase?

The sooner we are able to purchase these additional accessories, the sooner we are able to use the Trackless MT7 year-round.

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

Recommended sunset date of June 30, 2026

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

Annual of \$3,000 - \$4,000.

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

This article is a free cash request and meets the criteria for a capital project but is not currently on the Capital Improvements Committee Schedule.

Please attach additional pages or other supporting documentation.



C.N. Wood Enviro LLC
an affiliate of C.N. Wood Co., Inc.

200 Merrimac Street
 Woburn, MA 01801
 (781) 935-1919

140 Wales Ave
 Avon, MA 02322
 (508) 584-8484

102 State Road
 Whately, MA 01093
 (413) 665-7009

60 Shun Pike
 Johnston, RI 02919
 (401) 942-9191

84B Warren Ave
 Westbrook, ME 04092
 (207) 854-0615

WOBURN, MA
 BRANCH

10/03/2023
 ORDER DATE

Sales Order

Customer P.O. # _____
 Sold To: West Newbury DPW
 Address: 381 Main Street
West Newbury MA 01985
 Phone: _____ Fax: _____

F.O.B. _____ SHIPPED VIA: _____
 Ship To: Highway garage
693 Main Street
 Email: _____

QTY	ITEM #	S/N	DESCRIPTION	EACH	TOTAL
1			Boom Flail Mower for Trackless MT7	\$ 34,205.00	\$34,205.00
1			Set of Dual Tires for use with Boom Flail Mower. 4 sets of 2 tires on rims	\$ 5,735.00	\$5,735.00

	YEAR	MAKE	MODEL	S/N	HRS	WORKING CONDITION	ALLOWANCE	PAYOFF
TRADE #1								
TRADE #2								

Sale Price	\$39,940.00
Plus Tax	
F.E.T.	
Total	\$39,940.00
Less Trade	
Total Payoff	
Less Deposit	
Net Due	\$39,940.00

Finance Details: (ALL FINANCE IS SUBJECT TO CREDIT APPROVAL)
 pricing is per FAC 116

TERMS: NET CASH UPON INVOICE FINANCE: _____
 CONDITION: AS IS NEW WARRANTY: _____

THIS DOCUMENT IS A CONTRACT INCLUDING IMPORTANT TERMS AND CONDITIONS. I HAVE REVIEWED AND ACCEPT ALL TERMS AND CONDITIONS, INCLUDING WITHOUT LIMITATION THOSE ON PAGES 2 - 4 OF THIS CONTRACT. I HAVE READ THIS CONTRACT AND AUTHORIZE THE ENTRY OF THE ABOVE ORDER SUBJECT TO THE TERMS AND CONDITIONS CONTAINED HEREIN

<u>SELLER</u>	<u>PURCHASER</u>
C.N. WOOD ENVIRO, LLC	COMPANY: _____
BY: _____	PRINT NAME: _____
<small>SALES REP</small>	
ACCEPTED: _____	SIGNATURE: _____
<small>AUTHORIZED SIGNATURE</small>	<small>BUYER (If Corporation, Signature and Title of Officer)</small>

THIS ORDER NOT ACCEPTED OR BINDING UNTIL APPROVED BY AN OFFICER OF C.N. WOOD ENVIRO, LLC

Shipping Reference _____ This space for internal use only _____

From: [Highway](#)
To: [DPW Admin](#)
Subject: FW: MT7
Date: Thursday, January 25, 2024 12:17:58 PM

From: Katherine Boshar <katherine@cn-wood.com>
Sent: Thursday, January 25, 2024 12:10 PM
To: Highway <highway@wnewbury.org>
Subject: Re: MT7

I believe that date will still hold. Thanks for your patience with this. Equipment is just So slow lately.

The pricing should be exactly the same as it was. Prices have not gone up... Yet. I will let you know if it changes but I do expect them to go up every year so you might want to add another 4% or so just in case.

Katherine

Get [Outlook for iOS](#)

From: Highway <highway@wnewbury.org>
Sent: Thursday, January 25, 2024 12:01:52 PM
To: Katherine Boshar <katherine@cn-wood.com>
Subject: MT7



**Town of West Newbury
Select Board and Finance Committee Joint Meeting
February 15, 2024 @ 6:00pm
381 Main Street, Town Office Building
www.wnewbury.org
Meeting Minutes - DRAFT**

Open Session: Chairwoman Reed opened the session at 6:01pm.

Participation at the Meeting:

- Rick Parker, Wendy Reed, Chris Wile- Select Board
- Ross Capolupo, Dan Innes, Dennis LaMalfa, Rob Phillips, Jim Sperelakis- Finance Committee
- Angus Jennings- Town Manager
- Jim Blatchford- Town Clerk
- Jenny Walsh- Town Accountant

Announcements:

- There were no announcements read at this joint meeting.

Regular Business:

A. Public comment

There was no public comment at this meeting.

B. Select Board consideration of appointment of Dennis LaMalfa to Finance Committee

LaMalfa spoke about his background as business manager for several local churches when prompted by Reed. He also talked about his background in finance and operations jobs on the West Coast prior to working more locally. **Parker motioned to appoint LaMalfa to the Finance Committee to a term ending June 30, 2026. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**

The Finance Committee Meeting was called to order at 6:07pm with Rob Phillips, Dan Innes, Jim Sperelakis, Ross Capolupo, and Dennis LaMalfa in attendance.

C. Presentation of Proposed FY25 Budget and proposed Town Meeting Warrant Articles

Jennings touched on some key elements/directions of the new Budget. Among these elements and directions were proposed staffing changes, a 2% COLA increase, an effort to limit average single-family tax increases to no more than 2.5%, a continued draw-down of School Stabilization Fund based on a multi-year strategy, and continued transparent, clear budget drafting processes. Jennings additionally stated that other specific areas were being considered in the FY25 Budget:

1. Personnel step increases
2. Expenditure of ARPA funds
3. A revised DPW budget
4. Legal cost offsets
5. Unsettled union contracts
6. Trail maintenance funding resources
7. Estimated regulatory mandates
8. Ongoing evaluation of fee structures
9. Ongoing evaluation of regionalizing certain services
10. The FY25 Capital Improvement Program

The proposed Budget carried with it a proposed increase of around \$8,000,000 but there are some unknowns still (including the Whittier Tech. High School Budget). Jennings said that the retirement funding increase was the biggest unanticipated expense facing the Town this Fiscal Year (35%). Jennings said that after questioning Essex County Regional Retirement on the lack of an increase in FY24 on multiple occasions, and being told that this was normal, it appears that in fact the numbers were initially calculated by the ECRR incorrectly. Jennings also pointed out increases in the Police for overtime and vehicle costs and the DPW for tree removal and Park and Rec expenses newly rolled into the Department's purview as a result of restructuring. The Town Manager's Budget also reflected an increase because of the Projects Manager position being incorporated into that Office. An additional DPW position is also being added to bring the Department back up to full strength for the first time since 2008. Combining several part time administrative positions into a fulltime administrative position is also being considered.

Jennings explained that Police OT was increasing because the Department was shorthanded, especially with officers being at the Police Academy or attaining certifications- this necessitating overtime coverage. During discussion of Public Safety items, Rob Phillips requested the Select Board withdraw the request for a new police car from the Budget and make it a capital item Warrant Article.

Jennings pointed out that the Town had received an updated Budget from Pentucket RSD with a more modest increase than originally given to the Town officials at the beginning of the Budget drafting process.

Examining the cost of dead or dangerous ash tree removal in the DPW section of the Budget, the question was raised about why tree removal was in the proposed Budget as well as a warrant article. After extensive discussion, it was agreed that the budget line item should be increased to \$100,000 and the warrant article would focus on Ash tree removal.

D. Process to review Budget and Warrant Articles

The Select Board and Finance Committee arranged for joint meeting dates through the remainder of the drafting period, and it was discussed how best the Committee could work in concert with the Capital Improvements Committee as they made their analysis and recommendations. At this evening's Meeting, Jennings encouraged the group to tackle the simpler Articles first.

E. Review and discuss Budget and Articles for Spring Town Meeting to be held on April 29, 2024

Article 6: To see what rules and regulations the Town may wish to impose on the Water Commissioners. Citing great progress being made in the Water Department, the Board felt that no instructions needed to be issued.

Article 8: To create a water pension liability fund. The Town Manager stressed this Article would create said fund (with a 2/3rd Town Meeting vote) but nothing would be put in at this time. **Parker motioned to recommend Article 8. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain). Sperlakis motioned to recommend Article 8. The motion was properly seconded. The motion passed. (4 Yes, 0 No, LaMalfa Abstaining).**

Article 9: To transfer \$10,364 from the Septic Loan Revolving Account to repay debt service. **Wile motioned to recommend Article 9. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain). Innes motioned to recommend Article 9. The motion was properly seconded. The motion passed. (4 Yes, 0 No, LaMalfa Abstaining).** Jim Sperlakis stated he would write rationale.

Article 10: Vote to appropriate or transfer the sum of \$99,507 for the Pension Liability Stabilization Fund. During discussion, Phillips said that the Finance Department recommended 10% allocation of the following year's Pension Assessment toward the Stabilization Fund (as had been done in the years prior) with a 2% increase for the Fiscal Year. Phillips suggested pushing the allocation to 11.5% in the future, and Parker felt a further review was necessary.

Article 11: To see if the Town will transfer funds to the Other Post-Employment Benefits Stabilization Fund. After brief discussion on the trends of the finances related thereto, **Parker motioned to recommend Article 11. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain). Sperlakis motioned to recommend Article 11. The motion was properly seconded. The motion passed. (4 Yes, 0 No, LaMalfa Abstaining).** Dan Innes stated he would write the rationale.

Article 13: To set maximum receipts and expenditures from Revolving Funds in FY25. **Wile motioned to recommend Article 13. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain). Innes motioned to recommend Article 13. The motion was properly seconded. The motion passed. (4 Yes, 0 No, LaMalfa Abstaining).** Dan Innes stated he would write the rationale.

Article 19: To extend sunset date for prior Town Meeting Articles. These Articles included funding for various projects across Town (including the Middle Street Bridge, a telecommunications overhaul in Town buildings, facilities improvements, and funds for the Soldiers and Sailors building). **Wile motioned to recommend Article 19. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain). Sperlakis motioned to recommend Article 19. The motion was properly seconded. The motion unanimously passed. (5 Yes, 0 No, 0 Abstain).**

Article 31: To obtain [TBD] supplemental funds for telecom replacement/upgrades at Town Offices, Public Safety complex, and Library. Jennings explained that the initial \$65,000 expected for the telecom work would not be sufficient to cover re-cabling costs that became clearer during the RFP process. The original sum was based on an older estimate that was no longer relevant in 2024.

Article 36: Coffin Street culvert design, engineering, and permitting. Jennings provided brief background on the culvert replacement project, stating that more engineering and design work was needed prior to approaching a future Town Meeting to obtain funding for the actual replacement. **Wile motioned to recommend Article 36 and that it not exceed total cost of \$50,000. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain). Innes motioned to recommend Article 36 and that it not exceed total cost of \$50,000. The motion was properly seconded. The motion unanimously passed. (5 Yes, 0 No, 0 Abstain).** Capolupo stated he would write the rationale with a sunset date of FY25.

Article 40: To fund PFAS testing. The Board of Health-sponsored Article provided for Mass DEP required testing at the Steele Landfill and residential wells within 500 ft. **Parker motioned to recommend Article 40. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain). Sperlakis motioned to recommend Article 40. The motion was properly seconded. The motion unanimously passed. (5 Yes, 0 No, 0 Abstain).** Innes stated he would write the rationale.

Article 45: The group discussed unpaid bills that 45 provides funding for including a police detail bill and others. The Finance Committee and Board planned to return to this Article when more details were provided.

Article 47: Will be dropped from the Warrant.

Article 50: Will be dropped from the Warrant.

Phillips motioned to adjourn the Finance Committee session. The motion was properly seconded. The motion unanimously passed. (5 Yes, 0 No, 0 Abstain).

Parker motioned to adjourn the session. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain). The Session adjourned at 8:40pm.



Town of West Newbury
Select Board and Finance Committee Joint Meeting
February 20, 2024 @ 6:30pm
381 Main Street, Town Office Building
www.wnewbury.org
Meeting Minutes - DRAFT

Open Session: The session opened at 6:01 for both Board and Committee.

Participation at the Meeting:

- Rick Parker, Wendy Reed, Chris Wile- Select Board
- Ross Capolupo, Dan Innes, Dennis LaMalfa, Rob Phillips, Jim Sperelakis- Finance Committee
- Angus Jennings- Town Manager
- Jim Blatchford- Town Clerk
- Richard “Butch” Hills- Highway Superintendent
- Kaitlyn Barker- DPW Business Manager
- Brian Richard- Building and Grounds Supervisor
- Christine Wallace- Projects Manager
- Jenny Walsh- Town Accountant
- Fred Chanania- Tree Committee representative
- Doug Mead- Park and Recreation Commission representative

Announcements:

- There were no announcements read at this joint meeting.

Regular Business:

A. Convene

B. Review and discuss Budgets and Articles for Spring Town Meeting to be held April 29, 2024, including proposed FY25 DPW Operating Budget and Warrant Articles.

Phillips motioned to adjourn the Finance Committee session. The motion was properly seconded. The motion unanimously passed. (5 Yes, 0 No, 0 Abstain).

Future meeting dates were confirmed, and the group discussed how to best to build these around School District Budget meetings. Town Manager Jennings gave another review of the Budget, with specific focus on the DPW sections.

Discussion began on the tree removal portions of the DPW Budget. Butch Hills spoke on how the funding requests for tree removal were broken out: ash trees received their separate Article, while, for example, red and white oaks were included in the Operating Budget. Fred Chanania said that the Article served as a pilot program to see how much work could be done for \$50,000 (relative to the location and conditions of trees faced by removal crews). The program would allow for a better understanding of the problem, and how it could be rolled into a permanent line item. Chanania provided a brief history of the ash tree funds, saying that the Town was far behind on removal despite previously allocated funding. Capolupo urged the Town to consider reformatting how the Town approached the problem, suggesting a contract with a lump sum tied to a number of trees needing to be removed (versus paying per diem). Hills and Chanania both said that the ash tree marking process was not completely comprehensive since they were only IDed as they stood close to roadways, not further off the shoulder or on other public lands. Spurred by the ongoing discussion, Phillips felt that \$100,000 should be the amount in the line item, with the \$50,000 still separate for the ash trees. Jim Sperelakis brought up the question: what was National Grid’s responsibility for tree management, versus West Newbury’s? Could external pressure be applied to get Grid to assist? It was determined that National Grid’s responsibility fell largely on protecting their poles and wires, and that the company had a backlog of work to do state-wide in that regard, making them not of much help in tree removal. A reduction in the total tree removal line item for FY25 brought the total to \$250,000, with the \$50,000 still allotted in a separate Article for ash tree removal.

Wile motioned to recommend Article 41 (\$50,000 for ash tree disposal). The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain). Sperelakis motioned to recommend Article 41. The motion was properly seconded. The motion unanimously passed. (5 Yes, 0 No, 0 Abstain). Capolupo stated he would write the rationale with a sunset date of FY25.

The next topic of conversation in the DPW FY25 Budget was salaries. Innes of the Finance Committee wondered what benefit the Town gained by having an “experienced operator” position versus simply an “operator”, as they attempted to bring on a fourth DPW staffer. Jennings emphasized that this has been a 15-year vacancy, with a worker laid off during the Great Recession, and the slot never filled in the intervening years. He stated that the “experienced” label was to allow for a bigger salary, but hoped to attract talent of any level, even if it took time for the new hire to acquire additional licenses and certificates. Reed wondered if an additional, new, Facilities staffer was in the cards. Jennings said it was envisioned the new Operator might be under the Buildings and Grounds purview for some of the time to assist Brian Richard. Richard chimed in on the current arrangements and constraints he worked under as the Building and Grounds Supervisor. Assisted at the moment by a part-timer, Richard felt that a more affordable solution (to supplement the work he and the part-timer do) would be to have the Experienced Operator assist him with bigger projects, working out the balance of labor between both sides of the Department. Richard added that the present subcontractor who assisted in some of the larger B&G projects presently was getting older and would not be able to work for the Town indefinitely- and Richard wasn’t sure about finding someone to fulfill that role when the subcontractor chooses to retire.

Turning to the electricity line item, Reed wondered why the cost of electricity YTD had been roughly \$29,000, but in prior years it had been \$84,000 (and again in this Budget \$84K was requested). Katelyn Barker offered the explanation: a malfunctioning meter. While there were still expenses for electricity, it just wasn’t being captured. Parker also explained that

some of the electricity instability was due to changing electric rates and energy generated by the Town solar field at Page School. Phillips suggested a closer analysis of these peculiarities and trends in the future.

On the public street lighting line item, Innes wondered about the dramatic drop off in cost for the present year, and it was established that a line item transfer had eased these cost burdens.

Examining a \$200 request from the Tree Committee (for professional membership in the MA Arborist Association), Reed queried Hills if this was a necessary expense. Hills replied said that it seemed to be worth it to the Town.

Wile motioned to recommend the DPW portion of the FY25 Budget minus \$30,000 from the tree removal line item. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain). Innes motioned to recommend the DPW Budget as amended. The motion was properly seconded. The motion unanimously passed. (5 Yes, 0 No, 0 Abstain).

Article 23: Replacement of Annex floor. The number listed in the draft Budget of \$49,200 was increased to \$60,000. This would include replacement of piping and floor coverings. The job would bring the new flooring down to the concrete, and include the removal of any remaining asbestos in the flooring.

Article 34: Replacement of Public Safety complex roof and retaining wall. It was determined this expense could be pushed off to a future Town Meeting. Richard testified that the roof had three years left in it before serious issues became prevalent. Richard felt a metal roof would be a cost-effective future choice at the complex.

Article 24: Replacement of Council on Aging A/C unit. Brian Richard spoke to the somewhat pressing need to get a new air conditioning unit in the SAGE Center. Parker felt that the Town could delay the replacement to the future with an eye toward decarbonization.

Article 25: Replacement of emergency generator for Annex and Town Offices. Brian Richard expressed his belief that the installation of a new generator should be a high priority for the Town. Parker felt that they could delay the replacement to the future with an eye toward decarbonization.

Article 26 and 27: Page School flooring repairs (26), Page School improvements (27). Richard spoke about the need to pay attention to historical issues to inform the Town on future problems, involving Pentucket officials to get a better idea especially with regard to failing flooring. Jennings said that the challenges facing the floor replacement were funding at the right amount at the right time, and the school schedule around which the work would have to take place. The group debated about the urgency of the flooring replacement. A preventative maintenance program had been on the books, but Jennings suspected the COVID-19 pandemic had disrupted it, and it had not been returned to. Finding the damaged flooring areas in Page would require removing the top layer tiling, which could be a large expense and a lot of work. Richard also elaborated on the Article, saying it included funding for small repairs to broken doors, plaster, and ceiling tiles, too.

Article 32: Keyless entry for Town Offices: Enhancing security and flexibility for Town Office Building (and Annex) through electronic key system. Richard said the proposed system would allow access to be provided through electronic means to the building, and doing so would enhance security by logging entries and prevent the need to replace or cut keys. Wile wondered if re-keying the entire building be cheaper for West Newbury in the short term. Richard talked about a walkthrough he had conducted with a keyless entry expert. That expert had said the cost would be about \$1,000/door, and require wiring, which could pose difficulties. The rewiring would present an opportunity to finally get handicap access on some of the exterior doors in the building. The group wondered if it would be less expensive to wire the exterior doors only, and leave the standard key system in place for interior doors. Katelyn Barker stated that by having a remote-controlled e-key system, access could be granted easily and from off-site, and allow "users" to gain access to multiple offices at once (rather than having to have separate keys for each place they intended to go). This approach would still prevent unauthorized access, and once no longer needed, access to the buildings and offices could be completely cut off.

Article 31: Telecommunications upgrades at Town Offices: Replacement of phones and related equipment. Jennings and Wallace recapped the history of the bidding process and what had been learned so far, but stressed that the full cost was not yet known. They discussed the pros and cons of wireless versus hard-wired phones. Professionals being consulted in the project strongly advised to have separate cables for phones and data, rather than a single one.

Article 34: Public Safety Complex. Funding for interior and exterior improvements. Richard stated that previous DPW Director Wayne Amaral had identified these problem areas, with some large repairs needing attention. Among the problem areas are rot, peeling paint, and exterior lighting fixtures, among others. Richard stated that he felt the repairs did need to be done, and that he planned to do some of the work in-house and with a subcontractor. Concerns were raised about the high price tag given it was being done in-house *and* by a third party. Richard broke down some of the expenses, including the cost of materials for the square footage, and the rental of equipment and machines. For the cost, Phillips felt it would be better to contract the project out completely.

Article 23: Wile motioned to recommend Article 23 at the cost of \$62,000. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain). Innes motioned to recommend Article 23. The motion was properly seconded. The motion unanimously passed. Ross Capolupo stated he would do the rationale.

Article 24: Wile motioned to remove Article 24. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).

Article 25: Wile motioned to recommend Article 25. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain). Innes motioned to recommend Article 25. The motion was properly seconded. The motion unanimously passed. (5 Yes, 0 No, 0 Abstain). Innes stated he would write the rationale.

Article 26: **Wile motioned to recommend Article 26. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).** Innes motioned to recommend Article 26. The motion was properly seconded. The motion unanimously passed. (5 Yes, 0 No, 0 Abstain). Innes stated he would write the rationale.

Article 27: **Wile motioned to remove Article 27. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**

Article 33: **Wile motioned to remove Article 33. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**

Article 42: **Wile motioned to remove Article 42. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**

Article 28: Purchase of DPW plow. Hills spoke about the present condition of the vehicle: a 13-year-old truck beginning to show rust and wear, and recapped some of the specs to be included on the new vehicle. He told the group that vendors and sales people suggested purchasing the new plow truck now rather than waiting due to supply chain concerns. Parker reminded the group to stress that there was no alternative powered carbon-free that was available (hence the purchase of the combustion engine-powered truck). **Wile motioned to recommend Article 28. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).** Sperelakis motioned to recommend Article 28. The motion was properly seconded. The motion unanimously passed. (5 Yes, 0 No, 0 Abstain). Sperelakis said he would write the rationale (with comments from the Select Board policy included).

Article 29: Zero-Turn Mower. Funding of a new Zero-Turn Mower for the DPW. Hills stated that the present mower was 22 years old, and imbued with overheating and electrical problems, necessitating its replacement. Hills also told the Board that the next youngest mower was a decade old. The mower is included in the capital program. Parker mentioned that a John Deere battery-operated mower could be introduced in the near future to replace the next mower to die. **Wile motioned to recommend Article 29. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).** Sperelakis motioned to recommend Article 29. (3 Yes, 0 No, 0 Abstain). Jim Sperelakis stated he would write the rationale.

Article 30: Accessories for Trackless Vehicle. Funding of accessories for trackless vehicle. The Article would provide for an "arm" (or "boom mower") for mowing over guard rails or in other less accessible spaces, mounted on a trackless vehicle set to be acquired by the DPW. The compact vehicle would be used year-round, in the DPW's plan, serving as a sidewalk plow in the Winter to get added value out of it. Wile wondered if it would be a better value to let the machine sit for Winter use only, to minimize wear and tear. Based on concerns about wear and tear, and the suitability of the present fleet, it was determined that this Article 30 would be a low priority. **Wile motioned to remove Article 30. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**

At this point, Rick Parker, Zooming in from a different location, exited the Meeting.

At this point, with the conclusion of the DPW Budget review, the DPW staff exited. The Select Board and Finance Committee discussed how to streamline the process even further next year. Phillips felt that the Budget should be more closely examined and pared back, suggesting that to save time (and Town money) that the line items for the Budget should reflect only immediate priorities. Wile and Jennings responded by saying that the Budget from the DPW reflected new leadership- with both Richard and Hills as long-time DPW employees with years of experience finally being given the reins. Being in charge allowed them to promote line items that may have not been considered previously. Wile said he would like to speed the process up, but it allowed for the appropriate parsing out all 63 potential Town Meeting Articles.

Innes motioned to adjourn the Finance Committee session. The motion was properly seconded. The motion unanimously passed. (5 Yes, 0 No, 0 Abstain).

With the Finance Committee formally adjourned, Phillips, Wile, and Reed discussed ARPA monies for water-related projects. Phillips hoped to get clarity on the final financials for the Water Department for the sake of the Finance Committee's work in prepping for Town Meeting. Wile explained his feelings on outlays for the water main replacement, stating in his view the allotted \$625,000 in ARPA funds was no longer necessary and could be reduced due to the lower-than-expected sum needed to get the work completed. Phillips insisted that the original money allotted would help the Water Department with their debt service regardless, and put the Department in better shape financially. Wile felt that using the ARPA funds for anything other than what it was originally intended (securing materials) was problematic. Reed asked about the procedure for modifying the Board's decision to get the funds back. Jennings said that the mechanics of that process would be under the Select Board's jurisdiction but it might generate ill will. If the wording was originally crisper, Wile argued, the problem would have been avoided. Reed wanted to wait until Parker was back in West Newbury to decide on the issue and Jennings said that the item would be put on the February 26th Agenda for discussion. The general attitude leaned toward not revising the agreement.

Wile motioned to adjourn the session. The motion was properly seconded. The motion unanimously passed. (2 Yes, 0 No, 0 Abstain [Parker not present]). The Session adjourned at 9:59pm.



Town of West Newbury
Select Board and Finance Committee Joint Meeting
February 26, 2024 @ 6:00pm
381 Main Street, Town Office Building
www.wnewbury.org
Meeting Minutes - DRAFT

Open Session: The session opened at 6:10 for both Board and Committee.

Participation at the Meeting:

- Rick Parker, Wendy Reed - Select Board
- Ross Capolupo, Dan Innes, Dennis LaMalfa, Rob Phillips, Jim Sperelakis- Finance Committee
- Angus Jennings- Town Manager
- Jim Blatchford- Town Clerk
- Christian Kuhn- Town Assessor
- Jenny Walsh- Town Accountant
- Bob Janes- Water Commissioners
- Mark Marlowe, Water Superintendent

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.
- Nomination papers available for local office- contact the Town Clerk's Office! townclerk@wnewbury.org or call or visit. Final day to obtain nomination papers: March 14, 2024
- Presidential Primary Tuesday, March 5, 2024- Last day to request vote by mail ballot February 27, 2024
- SAGE Center Lunch and Learn: Senior Tax Circuit Breaker Tax Relief- March 6th 11:30am-1pm
- RSV Clinic- March 12, 2024 10am-12pm in the Annex
- Call for volunteers! FY24 positions on Boards/Commissions/Committees. See www.wnewbury.org/volunteer
- Reminder to subscribe for emailed Town agendas/news/announcements at www.wnewbury.org/subscribe

Regular Business:

A. Public Comment. Limited to 2 minutes per resident on any topic. Please note that the Board will not discuss or take action at this meeting.

There was no public comment at this meeting.

B. Consent Agenda

There was no Consent Agenda at this meeting.

C. Town Manager Updates

- a. Route 113 corridor planning process; recent working meeting with consultant and staff**
See Exhibit C.a., p. 6. The planning process continues, reported Jennings, with a recent meeting on the project taking place. The consultant reported they have taken into account resident and official feedback and sent over a fresh set of plans to the Town Offices with data points on crashes and other dimensions. A set of markups with potential safety improvements (flashers, crosswalks, sidewalks, etc.) is forthcoming, he said, and he added he planned to submit it to MVPC for TIP comments, to get on their radar.
- b. Newburyport Council Public Works & Safety Committee, mtg re Middle Street Bridge, Mon., March 4th**
See Exhibit Cb, p. 7-20. Jennings said that the Newburyport City Council had referred the matter to its appropriate subcommittee, and that a meeting in Newburyport would be taking place in March. Jennings hoped that the meeting would serve as a gauge of the City's willingness to move ahead with the project.
- c. New Task Force regarding Whittier Tech Regional Agreement, upcoming meeting in Newburyport**
See Exhibit Cc, p. 21-22. Mayor Sean Reardon is forming a task force to evaluate the Regional Agreement, and West Newbury had been in receipt of a letter explaining his plans and outlining an upcoming meeting in Newburyport he hoped would be attended by two senior representatives from each of the member Towns and Cities. Jennings reported the task force was purely in an exploratory stage at this time.
- d. Continuing work on Hazard Mitigation Plan updates**
See Exhibit Cd, p. 23-24. Jennings assured the Board that work on the Plan was still ongoing. With staff help, it would be before state and federal authorities by Spring to get West Newbury eligible for related grants.
- e. 10 staff members' completion of Leadership Management International professional development course**
See Exhibit Ce, p. 25-26. Jennings provided a glowing review of the LMI Professional Development course experience from which 10 staffers had recently graduated.
- f. Meeting with MIIA re FY25 health insurance renewal and updated employee benefits**
See Exhibit Cf, p. 27-28. Jennings said that the Town had received confirmation on the 2.2% increase in rates, as well as a better explanation of insurance plan benefits for Town workers. He hoped to find a better way publicize these benefits to employees. As for the plans available, Jennings said the mandate to provide the top-tier PPO option remained- despite no one opting for this plan for yet another year. The Town had inquired about swapping it out for something more suitable, perhaps deductible-based, but this was apparently not possible.
- g. Status of review of draft River Road resiliency planning consultant reports**
See Exhibit Cg, p. 29-30. Reed and Parker received draft reports seven days ago. The work combined public comment, Climate Change Resiliency Committee input, and input from the Projects Manager.

Select Board Open Session Monday, February 26, 2024.

Minutes approved XXXX.

Posted Agenda on February 22, 2024 at the Town's Offices and the Town's Official Website www.wnewbury.org

h. Updates on other ongoing/active projects/initiatives

D. Department Updates/Discussion

a. AED grant awarded to Police Dept

See Exhibit Da, p. 31-32. Reed announced the defibrillator grant was received.

b. Pre-Construction meeting for Church and Prospect St water main project held on February 22nd

See Exhibit Db, p. 33. Jennings said he included the Item as a brief update to the Select Board. Mark Marlowe spoke to his experience with the selected vendor when they did a ride-around to analyze the worksite. He reported the vendor felt confident about the size of the project and knew the area well. Marlowe said that the work would be underway in early April.

Item Fc was taken out of order at this time.

E. Board/Commission/Committee Updates/Discussion (and Select Board liaison updates):

a. Board of Water Commissioners' continuing work regarding water rates; rate public hearing in March

See Exhibit Ea, p. 34-37. Jennings told the Board that a large amount of headway had been made on the budgeting process and rate setting. A new rate structure would be referred to hearing March 21st. The rate-payers would be alerted via a mass mailer.

b. Community Preservation Committee actions taken, re proposed warrant articles, at Feb. 22nd meeting

See Exhibit Eb, p. 38. Reed told the room that the cemetery cleanup project, pickleball study, and the affordable housing trust transfer were approved by the Committee. An application for trail design on the Sawmill Brook property was paused for further review by the Board, since it would fall under their purview. The project would include the installation of a small bridge over the brook. The application included specs for various material costs (composite versus lumber) as well as costs for labor type (volunteer versus contracted). She solicited Parker's feedback on the best approach to spanning the stream. After considering the location (and environment) and the bridge options, it was felt a shorter span with composite materials may need more permitting, but it would allow for volunteer labor, and would guarantee a longer life for the footbridge.

c. Cultural Council grant awarded

See Exhibit Ec, p. 39-40. Jennings made the Board aware of the Cultural Council grant that West Newbury received.

F. Action Items

a. Cont'd review, with Finance Committee, of proposed Town Meeting warrant articles; and proposed sections of FY25 operating budget

See Exhibit Fa, p. 41-48. Chair Phillips opened the Finance Committee session at 7:01pm.

Town Moderator's Budget: No comments or changes were made to the Moderator's Budget.

Select Board's Budget: No comments or changes were made to the Select Board's Budget.

Rob Phillips asked that all focus on ways to reduce costs across the Operating Budget

Town Manager's Budget: The Manager's Budget carries "Manager's Newsletter" expenses (an idea that has not yet gotten off the ground). Jennings said that one of the variable expenses was posting job ads. Technology expenses are also highly increased and variable (such as Verizon Communications and Verizon Wireless expenses for Town cell phones). The Finance Committee wondered what the leadership seminar expenses were, and Jennings provided an overview of the recently completed LMI course the Town's employees had attended.

Finance Department Budget: The implementation of ClearGov software in the Finance Department caused a big increase. Jennings feels optimistic about the platform and said he would like to utilize it for a full Budget cycle.

Finance Committee Budget: Given that there have not been Reserve Fund Transfers in the last couple years, it was decided to reduce the budget line to \$40K.

Assessing Department's Budget: Jennings said that the Department has seen reductions in its financial needs by taking many things in-house versus contracting out, as previously had been done.

Town Clerk Budget: A increase in expenses for the Registrars is due to the number of elections needing executing and the number of paid workers each requires. Blatchford pointed out that a good deal of money is saved by having tax work-off poll workers. Sperelakis wondered if there was any reimbursement from the state or federal government for early voting or elections generally. Blatchford and Walsh spoke briefly on the small refunds provided to West Newbury to cover some elections-related expenses, but they stressed they did not cover them all.

Insurance and Bonds: The increase in this area was fairly minimal for FY25, and it yielded no questions from the Board or Committee.

Legal Counsel: The Select Board receives categorical breakdowns from Town Counsel on what their money is going toward. Innes wondered if there was a benchmark for Towns of West Newbury's size that West Newbury could compare itself to see if the expenses were in line.

Health Insurance: The plans carry some contingency for changing insurance needs due to family status or new hiring, reported Jennings, but some money could be taken out of the contingency funds. Parker suggested a reduction from \$60,000 to \$40,000.

Reaching the end of the Operating Budget, the Finance Committee confirmed the reductions that had been decided upon, namely, \$1,100 from Select Board training and travel and \$4,500 from the Town Manager's Budget.

Article 27: Pension Liability Stabilization Fund: To transfer funds to PEB. Based on prior joint Board and Committee discussions, the percentage increased from 10% to 11.5%. **Parker motioned to recommend Article 27. The motion was properly seconded. The motion unanimously passed. (2 Yes, 0 No, 0 Abstain). Sperlakis motioned to recommend Article 27. The motion was properly seconded. The motion unanimously passed. (5 Yes, 0 No, 0 Abstain).** Phillips stated he would write the rationale.

Article 11: Transfer of Funds to OPEB. Jennings said that Walsh had pointed him to a past discussion with West Newbury's actuary wherein the Town committed to \$25,000 to put into OPEB. **Parker motioned to revise the recommended number in Article 11 to \$25,000. The motion was properly seconded. The motion unanimously passed. (2 Yes, 0 No, 0 Abstain). Sperlakis motioned to revise the recommended number in Article 11. The motion was properly seconded. The motion unanimously passed. (5 Yes, 0 No, 0 Abstain).**

Article 55: Amendments to Finance Committee Bylaw. The Article would allow for quorums to be set at a majority by those "then serving", allow for a Finance Committee representative on any School District Advisory Committee, provide for a vice chair, [and] to set dates regarding Town Meetings and Annual Budgets to those dates. Looking over the text of the Bylaw, the Finance Committee debated elements of the Bylaw and what they might like to amend. One of the first suggestions, made by Dan Innes, was supporting a reduction to five members and an elimination of the "secretary" position. The second area of debate was whether the Committee should weigh in on all Articles at Town Meeting or just Articles with a financial aspect. Jennings opined that he felt having the Committee responsible for offering a recommendation on Articles unrelated to their immediate duties, especially those with tremendous substance (such as the upcoming Wetlands Bylaw), was a burden to FinComm members. In situations where money is not being spent, it did not make sense for the Committee to make policy critiques, in his view, and could also come across as over-reach. Jennings said that the Finance Committee's involvement in non-financial affairs was a deviation from previous Committees' approaches. Reed asked the Finance Committee members if they felt that restricting recommendations/analysis to Articles where funds were being appropriated would suffice. Parker raised an example of a previous FinComm member who used their platform to advocate for their own benefit/viewpoint, even though the Article in question was unrelated to finance in any way. Phillips felt the same thing could happen with any Board or Committee member. Other Finance Committee members spoke up and said that at prior moments they felt uncomfortable being asked to offer opinions on non-financial matters (such as the non-binding referendum on changing the Commonwealth flag that was brought before a 2020's Town Meeting). The discussion continued. Jennings expressed his worry that the final sentence of the Bylaw made it sound like the FinComm's discretion would set the date that Budget drafts would need to be delivered, which in his prior experience created difficulties. He suggested revision of that sentence.

Article 56: Proposed Amendments to Town Meeting/Elections Bylaw: To provide clear authority to the Moderator to declare a two-thirds majority vote when the record or legislation requires it, without completing a hand-count vote. It was confirmed that the Moderator (KC Swallow) was in favor of the contents of this Article. **Parker motioned to recommend Article 56. The motion was properly seconded. The motion unanimously passed. (2 Yes, 0 No, 0 Abstain). The Finance Committee took no action on this Article.**

Article 59: Dissolve the Opioid Settlement Stabilization Account. Revocation of the dedication of revenues to the Opioid Settlement Stabilization Fund. This would authorize release of the funds for spending by the Town Accountant. **Parker motioned to recommend Article 59. The motion was properly seconded. The motion unanimously passed. (2 Yes, 0 No, 0 Abstain). Innes motioned to recommend Article 59. The motion was properly seconded. The motion unanimously passed. (2 Yes, 0 No, 0 Abstain).** Phillips stated he would write the rationale.

Article 60: Establish Capital Stabilization Fund pursuant to MGLCh. 40 Sec 5B. Sperlakis encouraged the narrative to include what exactly "capital" was. **Parker motioned to recommend Article 60. The motion was properly seconded. The motion unanimously passed. (2 Yes, 0 No, 0 Abstain). Sperlakis motioned to recommend Article 60. The motion was properly seconded. The motion unanimously passed. (5 Yes, 0 No, 0 Abstain).** Sperlakis stated he would write the rationale.

Article 61: Reduction of Property Tax Obligation of Veterans in Exchange for Volunteer Services. Veterans would be entitled to reduced property taxes if they donated their time to the Town (similar to the Senior Citizen work-off program now in effect). **Parker motioned to recommend Article 61. The motion was**

properly seconded. The motion unanimously passed. (2 Yes, 0 No, 0 Abstain). Innes motioned to recommend Article 61. The motion was properly seconded. The motion unanimously passed. (5 Yes, 0 No, 0 Abstain). LaMalfa stated he would write the rationale.

With their business concluded, Spereklakis motioned to adjourn the Finance Committee Meeting. The motion was properly seconded. The motion unanimously passed. (5 Yes, 0 No, 0 Abstain). The Finance Committee adjourned at 9:31pm.

- b. Review/ confirm method of funding for Police Cruiser replacements**
See Exhibit Fb, p. 49-76. The Select Board debated if the Warrant should be reopened and the police cruiser acquisition turned into a standalone Article (versus a line in public safety's FY25 Budget). Parker felt that having the squad car included in the Budget was not of any particular advantage, and neither did others who chimed in. After further conversation, Jennings confirmed that a future Agenda Item could be the reopening of the Warrant to add a new Article on the cruiser.
- c. Reconsider ARPA funding award for Church/Prospect water main replacements**
See Exhibit Fc, p. 77-88. Reed opened the discussion by stating that a prior Board's vote should be reconsidered only if the situation changed and in this case it had. She brought the Water Commissioners up to speed on Wile's investigation and subsequent memo into ARPA funding for the water main replacement project. The concern had been raised that the allotment of the ARPA funds was done under the assumption that the \$625,000 would go toward securing materials for the project. The bid the Town went with was significantly lower than anticipated, leading the Select Board to wonder if the \$625,000 awarded should be pared back. Reed opined that any change to the funding should have taken place much earlier out of fairness to the Water Commissioners. She also pointed out that based on cost per foot, piping would come in at about \$600,000 at the end of the day. Parker agreed with Reed, and added the Board should be true to its word on the matter- an agreement had been made with the Board of Water Commissioners/Water Department to allow them to use that money. He wanted to continue to foster a spirit of cooperation between the Select Board and the Water Commissioners that had grown in the recent past.
- d. Authorize submittal of FY25 Community Project Congressional Funding request (Middle Street Bridge)**
See Exhibit Fd, p. 89-114. The Town would need to submit the CPCF grant request to Congressman Seth Moulton's office within two days. Much of the required materials was in hand, reported Jennings, it would just be a matter of assembling and sending the packet to Moulton's office. Permission had been requested from those who submitted support letters in the past to use them in the packet. **Parker motioned to authorize the CPCF request. The motion was properly seconded. The motion unanimously passed. (2 Yes, 0 No, 0 Abstain).**
- e. Decide whether to seek participation in MassCEC Non-Profit Buildings Decarbonization Pilot Program**
See Exhibit Fe, p. 115-118. Parker motioned to apply for the Pilot Program. The motion was properly seconded. The motion unanimously passed. (2 Yes, 0 No, 0 Abstain).
- f. Review draft framework for potential budgeted step increases for FY25**
See Exhibit Ff, p. 119-126. With personnel evaluations out of sync with the FY25 Budget development process, Reed wanted to make sure that any process decided upon could be replicated year-to-year. The Board felt it should pick an amount that would be paid out for performance based increases rather than decide on a certain number of pay step increases across all Departments. The basis for determining this amount was discussed and it was agreed that a percentage of the labor budget for non union, non contract employees and excluding overtime should be used. Jennings would calculate this number for discussion at the next meeting for further discussion.
- g. Request for Special Event Permit: Essex County Trails Assn. "Tails for the Trails" 5K Cani-cross at Pipestave / Mill Pond, March 30th, 2024 at 8am**
See Exhibit Fg, p. 127-133. Parker motioned to approve the permit. The motion was properly seconded. The motion unanimously passed. (2 Yes, 0 No, 0 Abstain).
- h. Select Board meeting minutes: February 6, 2024**
See Exhibit Fh, p. 134-136. Parker motioned to approve the Minutes as amended. The motion was properly seconded. The motion unanimously passed. (2 Yes, 0 No, 0 Abstain).

G. General Discussion Items

There were no General Discussion Items at this meeting.

H. Correspondence, including:

- a. Letter from Groveland Select Board member regarding PRSD Regional Agreement**
See Exhibit Ha, p. 137-138. The Board took no action on this letter.
- b. Response from NHESP regarding proposed Ash Street Traffic Management Plan**
See Exhibit Hb, p. 139-142. Jennings noted that he would discuss the response with relevant staff and report back to the Board..
- c. Letter from Assessing Dept. regarding FY24 valuation changes**
See Exhibit Hc, p. 143-144. Parker suggested the information about valuation changes be publicly viewable. Jennings felt some sort of presentation or discussion would be good. Presently, Board of Assessors meetings are very early in the morning, which perhaps prevents residents from attending- but the fear is that such a meeting might become very politicized.
- d. Letters from Mass. Office of Dam Safety**
See Exhibit Hd, p. 145-156. Jennings alerted the Select Board to the eight letters from the officials at Dam Safety.
- e. FEMA letter regarding updated Flood Insurance Rate Maps**
See Exhibit He, p. 157-161. The Board took no action on this letter.

I. Future Agenda Items / Meeting follow-up assignments

Parker hoped that the April 8th Board meeting could be shifted to a Tuesday night instead. The rest of the group seemed agreeable to the idea.

Reed motioned to adjourn the session. The motion was properly seconded. The motion unanimously passed. (2 Yes, 0 No, 0 Abstain). The Session adjourned at 10:09pm.

To access a video recording of the meeting, use the link below:

<https://www.youtube.com/watch?v=185FIpcGtE0>

DRAFT