



**Town of West Newbury  
Board of Selectmen  
Thursday, January 24, 2019 @ 6pm**

**Revised** Location: Sweetsir School

Auditorium

104 Church Street

Merrimac, MA 01860

[www.wnewbury.org](http://www.wnewbury.org)

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**AGENDA**

**PLEASE NOTE: Special location of meeting – revised – Sweetsir School, Merrimac**

**Regular Business**

- A. Call to order and introductions
- B. Joint Meeting with the Boards of Selectmen from West Newbury, Groveland, and Merrimac, along with the Finance Directors/Town Manager from the three towns, the Pentucket Regional School District (PSRD) Superintendent, and other pertinent school and building project personnel to discuss:

Contingency Planning and PSRD Regional Agreement  
Middle/High School Building Project

- C. Adjournment

*Posted Agenda on 1/22/2019 at the Town Offices and the Town's Official Website [www.wnewbury.org](http://www.wnewbury.org)*



# Town of West Newbury

381 Main Street

West Newbury, Massachusetts 01985

Angus Jennings, Town Manager

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

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

This is an older memo,  
included for background re  
mtg scope and objectives.

TO: Board of Selectmen  
FROM: Angus Jennings, Town Manager  
DATE: December 6, 2018  
RE: Schedule options for joint meeting with Towns of Merrimac and Groveland

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At its November 13<sup>th</sup> meeting, the Board met with Superintendent Bartholomew to discuss the Pentucket Regional School District Regional Agreement.

This discussion summarized effort now underway, at the direction of the School Committee, that is focused on contingency/backup planning in the event that one of the Schools in the District were to become unavailable or unusable due to a failure in a structure, major mechanical system, etc. This scenario would become more probable in the event that the present School Building effort does not move forward, or is substantially delayed.

In this eventuality, we and the communities' students will all be much better served upon advance planning and agreement to specific contingency plans based on a range of potential outcomes.

Another area of focus is expected to be the composition and responsibilities of the Regional Finance Advisory Committee defined in Section XII of the Agreement.

This will be a continuing effort, and in addition to the School Committee the Boards of Selectmen in all three towns will be key contributors to the deliberations. Any changes to the Regional Agreement will require majority votes from all three Town Meetings. Superintendent Bartholomew set out an objective that amendments be considered to allow for consideration at the April 2019 Annual Town Meeting, subject to reaching consensus among the various parties in the meantime.

Dr. Bartholomew would like to host a meeting with all three Town's Boards of Selectmen to discuss this, as well as to advance communications regarding the School Building project. Please bring your calendars to Monday's meeting, as we would like to let him know if we prefer a day or early evening meeting and which day of the week is best. We are looking for a date in January.

In the meantime, I will be meeting with the other Towns' Finance Directors the last week of December.

This is the most recent document provided by PSRD

### PRSD Contingency Plan Overviews - Draft

School	Building Value	30% Value**	Short-term Plan	Long-Term Plan
Bagnall	\$18,119,900	\$5,435,970	<ul style="list-style-type: none"> <li>● PK through 1st Grade → Sweetsir</li> <li>● 2nd through 5th Grade → Page</li> <li>● Language Program → Page</li> <li>● 6th Grade → MS</li> </ul>	<b>Optimal Educational Option</b> - Regionalize by grade <b>Alternative</b> - Keep Short-term plan in place
Donaghue	\$7,030,500	\$2,109,150	<ul style="list-style-type: none"> <li>● 3rd Grade → Sweetsir</li> <li>● 4th Grade through 6th Grade → Page</li> </ul>	<b>Optimal Educational Option</b> - Regionalize by grade <b>Alternative</b> - Keep Short-term plan in place
High School	\$12,104,700	\$3,631,410	<ul style="list-style-type: none"> <li>● MS. MS moves to Short-term Plan</li> </ul>	HS → MS; MS moves to MS Long-Term Plan
Middle School	\$3,364,700	\$1,009,410	<ul style="list-style-type: none"> <li>● Each elementary school will become a PK-8</li> </ul>	<b>Optimal Educational Option</b> - Regionalize by grade <b>Alternative</b> - 7th Grade to Donaghue; 8th grade to Page
Page	\$9,075,300	\$2,722,590	<ul style="list-style-type: none"> <li>● 5th &amp; 6th Grade → MS</li> <li>● 3rd &amp; 4th Grade → Donaghue</li> <li>● K through 2nd Grade → Sweetsir</li> <li>● PK → Bagnall</li> </ul>	<b>Optimal Educational Option</b> - Regionalize by grade <b>Alternative 1</b> - Possibly keep Short-Term Plan (send based on geographic location) <b>Alternative 2</b> - PK-2 → Bagnall; 3rd and 3rd from Donaghue → Sweetsir; 4-6 → Donaghue
Sweetsir	\$4,237,000	\$1,271,100	<ul style="list-style-type: none"> <li>● PK through 2nd Grade → Page</li> <li>● District Programs → Donaghue</li> </ul>	<b>Optimal Educational Option</b> - Regionalize by grade <b>Alternative</b> - School moves to Page; Need to determine what happens to SPED Programming

\*\* 30% Value is 30% of the building's actual assessed value. Any repair at or above that amount would require that the entire structure be brought up to code for accessibility and with the various systems. See *Code of Massachusetts Regulation Title 521*.

## Town Manager

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**From:** Justin Bartholomew (via Google Slides) <drive-shares-noreply@google.com>  
**Sent:** Friday, December 28, 2018 3:01 PM  
**To:** Town Manager  
**Cc:** ddembkoski@grovelandma.com; cmcleod@townofmerrimac.com  
**Subject:** Contingency Plan - HS Failure - Invitation to edit

[jbartholomew@prsd.org](mailto:jbartholomew@prsd.org) has invited you to **edit** the following presentation:



### Contingency Plan - HS Failure



Hi Carol, Denise, and Angus,

Here is the Contingency Plan that I put together and shared with the School Committee for their feedback. This is just for the High School. There will be plans also coming forward for the Middle School and each Elementary School. Ultimately, this was a pretty straightforward approach to make sure that when the High School has a failure of some type, that we know where the kids are going instead of scrambling. You will each recall that this happened for Page last year and Donaghue about 7 years ago.

The School Committee has asked me to do this so that we don't have students missing large amounts of time. From my perspective, if we can solidify the language referring to an approved Contingency Plan in the Regional Agreement, we won't have to worry about the "what ifs."

For those who are thinking this is a "scare tactic," it is not. It is, frankly, a reality that is blatantly obvious from my coming from the outside and knowing the history of the district and building issues. The high school HVAC and electrical are both "imminent" based on an outside analysis of the facility. So, we went with the most vulnerable school first. Overall, it is my job to make sure the education continues, and that is what the Contingency Plan is all about!

~ Justin

~jlb

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# Contingency Plan

High School Failure  
(Looking for Feedback)

# Biggest Issues for High School Failure

1. # of Teachers (may need to hire additional teachers; Split Staff)
2. Transportation changes
3. Academic Programming
4. Extracurricular Activities
5. Moving of classrooms/adapting spaces for additional classrooms

# What would cause a High School failure?

- Any number of situations could cause a failure (structural, electrical, heating, etc.)
- Primary suspects:
  - a. Electrical Failure (both old/new part of building)
  - b. Heating Failure (services the entire building)
  - c. Plumbing (both old/new part of building)
  - d. Structural (new part of building)

# Cost/Time of High School system failure

**Plumbing and Structural Failure** Depends on what fails

**Electrical Failure**- Minimal time out; likely we can make repairs; cost depends on extent, but will likely require financial support from towns.

**Heating Failure**- Will happen, no way to know when (visuals as to why). Has been identified by independent evaluators as a primary issue for the building. Long term student removal from building; Estimating just under \$10 million + abatement which we estimate around \$1.3 million.



# Short Term Solution

- “Short Term” - Anytime moving forward for the remainder of this year

Step 1- Middle Schools go to their “hometown elementary schools,” and those schools become PK8th Grade

Step 2- High School moves into the Middle School

# Short Term Reassignment Pros/Cons

## Pros

- HS Curriculum continues
- Possible savings in transportation costs
- This is just a shortterm/emergency situation

## Cons

- MS students no longer receive academic programming they currently receive. Will not have access to HS teachers/courses with some exceptions (e.g. Algebra I).
- Cost of extra teachers for other schools
- Tight space at “new HS” and Bagnall
- PK-8 on same bus
- Some HS programs greatly reduced as teachers would not have enough time for them to leave and return to HS.

# Long Term Solution

- “Long Term”- Starting out the school year.

Step 1- High School moves to Middle School

Step 2- Regionalize all grade levels

K-1 to Sweetsir (333 students) + PreK

2-3 to Donaghue (331 students)

4-6 to Bagnall (538 students)

MS to Page (398 students)

# Long Term Reassignment Pros/Cons

## Pros

- Educationally ideal with all grade level students and teachers in the same building.
- MS has ability to maintain most of the opportunities they currently have.
- HS remains intact
- Personnel in place
- No grade issues on bus (Kindergarten with 8th grader on same bus)

## Cons

- Transportation (possibly longer time on bus)
- Tight space at “new HS”
- It won’t “feel right” to most parents.
- Regional Agreement allows for this in emergencies... does this qualify? (I will discuss with the Finance Advisory Council).

# Thoughts

(Keep in mind the FAC has to approve, so at this juncture I am vetting the concept and seeking feedback/thoughts/questions)

PENTUCKET REGIONAL SCHOOL DISTRICT  
REGIONAL AGREEMENT

PreK-12 REGIONAL AGREEMENT OF APRIL 30, 1993  
AS AMENDED JULY 1, 1997, JULY 1, 1998, JULY 1, 1999, JULY 1, 2005,  
JULY 1, 2006, JULY 1, 2012, ~~AND~~ JULY 1, 2014, AND MAY 2019

For a Regional School District for the Towns of Groveland, Merrimac, and West Newbury, towns in the Commonwealth of Massachusetts hereinafter referred to as member towns.

Section I. MEMBERSHIP OF THE REGIONAL DISTRICT SCHOOL COMMITTEE

- A. The Regional District School Committee shall consist of nine members, three from each member town, who shall be elected by the voters of that town. Each member so elected shall serve a three year term. In the event that a town or towns separate from the Regional School District at the elementary level as stated in Section X, the three (3) elected members from said town or towns shall constitute the elementary school committee as well as represent their town at the regional level.
- B. Any vacancy occurring on the Regional District School Committee for any cause shall be filled by the local Board of Selectmen and the remaining School Committee members from the town where the vacancy occurs. Such replacement shall serve until the next annual town election.
- C. At the first scheduled meeting of the Regional District School Committee after the annual election of all member towns, the Regional District School Committee shall organize in accordance with Massachusetts General Laws, Chapter 71, Section 16A, known as “Regional School Committee, Organization”. In addition, the Regional District School Committee shall fix the time and place for its regular meetings for the new term, provide for the calling of special meetings upon notice to all its members, and appoint appropriate sub-committees and other officers.
- D. The Chairmanship, Vice Chairmanship and Secretary positions shall be revolving with one position being from each town. No Town shall hold more than one office.

Section II. QUORUMS, VOTES AND GOVERNANCE

- A. A quorum to conduct business at regular meetings shall consist of a simple majority of its members and special meetings shall require not less than two members from each of the towns.
- B. On all issues requiring a vote of the Regional District School Committee, each member’s vote will be weighted according to the respective town’s population based on the most recent decennial Federal census data, calculated out to two decimal places, and remain as such until the next official Federal census.

- C. Any action voted by the Regional District School Committee which directly and specifically affects the elementary school(s) in only one town shall require that two of the three members of the Regional District School Committee from the town in which the affected elementary school is located vote in support of that action. In order, however, for a school to be closed in any member town where there is more than one elementary school, all three committee members from the affected town are required to vote in favor of the proposed closure after a public hearing is held in the affected town.

### Section III. TYPE OF SCHOOL

- A. The Regional School District shall include all grades from PK – 12.
- B. The secondary schools shall serve students in grades 6 or 7 – 12.
- C. The elementary schools shall serve students in grades PK – 5 or 6.
- D. In the agreement where “preschool” is mentioned it is done so for future purposes to permit the Regional District School Committee with the approval of all member towns at their respective Town Meetings, at some future date, to include preschool classes. Until such time all preschool expenses shall be on a self supporting basis, except those excluded by law.

### Section IV. LOCATION OF SCHOOLS

- A. The Regional District secondary school buildings shall be located on sites owned by the District.
- B. There shall be not less than one elementary school in each member town. Students in grades PK – 5 or 6 shall attend schools in their towns of residence, except in cases of emergency as defined by the Regional District School Committee, children attending special education low incidence classes, regional “magnet” classes, or intradistrict school choice. In such instances of emergency, refer to the Pentucket Regional School District “Contingency Plan” as approved by the Pentucket Regional School Committee, and as may be amended from time to time.
- C. Each member town shall retain ownership of all elementary school buildings and related grounds, including any new elementary school buildings constructed in the future. Each member town shall lease each elementary school building and related grounds to the Pentucket Regional School District for the sum of one dollar. Each lease shall be for a term not greater than the term permitted by either general or special State law. The initial term of each lease shall commence on the date that the Regional District School Committee assumes jurisdiction over the pupils in grades PK-12 or as otherwise provided in such lease. Each lease may contain provisions for an extension of the lease term at the option of the Regional District School Committee. Responsibilities for maintenance of elementary school buildings shall be uniform across all District elementary school leases. A lease shall not prevent the use of the elementary school buildings or premises by the

respective owner towns with the approval of the School Committee, which shall not withhold such approval unless educationally necessary. If permitted by either general or special State law, a lease may provide that it shall terminate and the leased property shall revert to the member town if the town should no longer be a member of the Pentucket Regional School District or if the Regional District School Committee should determine that the land, with the building and other improvements thereon, is no longer needed for the educational program of the District. Each lease may include such other terms as may be agreed upon by the Board of Selectmen of a member town and the Regional District School Committee. A lease shall be executed by the Board of Selectmen on behalf of the member town and the Regional District School Committee on behalf of the District.

- D. Said requirements to lease land and buildings shall not include portions of land and buildings already under separate lease at the time of the effective date of this agreement until such time as the existing lease terms expire.
- E. Payments from present leases and future leases shall be paid to the Regional School District in accordance with the lease agreement by and between the District and the Town.

- F. When necessary to implement due to an emergency as described in Section IV (B), the Pentucket Regional School District “Contingency Plan” will be in place for not more than one year, or until all towns have had the opportunity to convened a special town meeting for the purpose of reviewing any amendments as may be proposed to the Regional Agreement, whichever comes first.

## Section V. TRANSPORTATION

Transportation shall be provided by the Regional School District. The Regional District School Committee shall set District transportation policy.

## Section VI. DEFINITIONS

The budget for construction and operation of the District’s Schools including payments of principal and interest on bonds and other evidence of indebtedness issued by the District shall be apportioned to the member towns subject to the following definitions:

### A. Budget

As defined by this document, the budget is the amount of dollars voted by the Regional District School Committee to finance the District schools to be paid from the general revenues of the Regional School District.

The budget shall be comprised of two parts: operating costs and debt service, each as herein defined.



1. DEBT SERVICE and CAPITAL COSTS include all costs that are used for payment of principal and interest on bonds or other obligations issued by the District. Capital projects shall be defined as costing not less than \$10,000 and having a depreciable life of not less than 5 years.
2. OPERATING COSTS include all costs not included in Debt Service and Capital Costs as defined in 1, but includes interest and principal on revenue anticipation notes.

Section VII. METHOD OF ASSESSING COSTS OF THE REGIONAL SCHOOL DISTRICT

- A. All operating costs shall be assessed to the three towns on the basis of M.G.L. Chapter 71, Section 16B.
  1. The district assessment will be calculated and reported to the member towns by using the two – step method. The District shall list all general fund revenues, including but not limited to Chapter 70 and Transportation Aid, and reduce the member assessment as it relates to the approved operating budget by said amount. The remaining member assessments shall be calculated by charging each member Town its net minimum spending amount as approved by the Department of Elementary and Secondary Education for the Fiscal Year being assessed. Should the requested member assessments exceed the net minimum spending required then the remaining amount shall be charged to each member Town based upon its percentage of the entire District enrollment calculated to 4 decimal places as of October 1 of the prior Fiscal Year for grades K to 12, including out of District placements, as reported to the Massachusetts Department of Elementary and Secondary Education on the statewide pupil census. All Debt Service and Capital Costs not associated directly to one member community’s Elementary School(s) shall be allocated and assessed annually using the calculation stated above for any amount over the net minimum spending requirement.
  2. Should all member Towns agree on an alternative method of assessment the District shall be notified in writing by each member community’s Board of Selectmen Chair on the agreed procedure on or before March 1 of the year prior to the Fiscal year budget start date. If the per pupil method of assessment is chosen then the calculation shall be the same as the amount over net minimum spending stated in Part 1 of this section.
- B. Debt Service, incurred by the District for an elementary school building of a member town, less applicable Chapter 70B MSBA aid, shall be assessed to the member town in which the elementary school is located.
- C. The payment of the assessed share of operating costs and debt service by each member town, as computed by the Regional District School Committee according

to the methods specified in Sections VI, and VII, shall be made by each member town's Treasurer by check payable to the Regional School District in twelve equal installments by the fifteenth of each month.

**Section VIII. RESPONSIBILITY FOR ADDITIONS, MAJOR REPLACEMENTS AND MAINTENANCE OF SECONDARY AND ELEMENTARY SCHOOLS**

- A. The District shall develop a 5 year capital plan for each building that will be provided to each member town by January 15<sup>th</sup>. This plan shall include; item descriptions, estimated costs, and the projected depreciable life. Capital projects shall be defined as costing not less than \$10,000 and having a depreciable life of not less than 5 years. Capital projects shall be scheduled and approved by the member Town. Emergency repair procedures shall be defined by the member Town lease agreement.

In addition, the District shall provide the member towns with a maintenance plan for each of its buildings. The District shall include a line item in its budget to fully fund this plan. A year end maintenance report shall be provided to the member towns identifying the cost of all maintenance performed.

- B. Each member town shall be responsible for payment of costs associated with the construction of new buildings, renovations, or making extraordinary repairs to the elementary school building/s located in that member town so long as they meet the requirements of a capital project as described in VIII A.
- C. The costs of on-going maintenance for those items not included in paragraph VIII B. for the elementary schools and all costs for the secondary schools shall be borne by the Regional School District.

**Section IX. ADMISSION OF ADDITIONAL TOWNS**

By an amendment of this agreement adopted by each member town in accordance with Section XIV and complying with the provision therein contained, any other town or towns may be admitted to the Regional School District upon adoption as herein provided of such amendment and upon acceptance of the agreement as so amended, and also upon compliance with the provision of law as may be applicable and such terms as may be set forth in such amendment.

A new member may be admitted to the Regional School District as of July 1 of any fiscal year, provided that all requisite approvals for such admission, including the Commissioner's approval, shall be obtained no later than the preceding December 31. The authorizing votes may provide for the deferral of said admission until July 1 of a subsequent fiscal year.

Section X. WITHDRAWAL OF MEMBER TOWNS FROM THE REGIONAL SCHOOL DISTRICT

- A. Any town withdrawing from the District must first pay all its share of total debt and current operating expenses. All withdrawals are subject to the approval of the Commissioner of Elementary and Secondary Education and must be approved by two thirds of the member Towns.

Any member town may withdraw from the regional school district in total or at the elementary level if accepted by a majority vote of the voters present and voting on the question at its Annual Town meeting called for the purpose, such withdrawal to become effective on June 30<sup>th</sup> of the year named in the question, provided: (1) that in pursuance of such vote, the withdrawing town gives the regional school district at least one years written notice of its intention to withdraw, (2) that the said town has paid over to the District any costs which have been certified by the District Treasurer to the Treasurer of the withdrawing town.

Section XI. ANNUAL REPORT

- A. The Regional District School Committee shall submit to each member town an annual report containing a detailed financial statement and a statement showing methods by which the annual charges assessed against each town were computed, together with such additional information relating to the operation and maintenance of the secondary schools and each elementary school as may be deemed necessary by the Regional District Committee or by the Selectmen and/or the Finance Committee of any member town. This report shall contain a detailed listing of salaries by individual employee.

Section XII. BUDGET

- A. ~~There shall be a Regional Finance Advisory Committee, comprised of the following: one Selectmen from each member town annually appointed by each member town Board of Selectmen; the Finance Director, or person holding such position by whichever title it may be known, from each member town; the Regional District School Committee Chair, or his/her designee; and the District Superintendent and/or Business Manager.~~ The Regional Advisory Committee will meet, from time to time, with the Regional District School Committee Chair, the Superintendent and/or Business Manager to discuss matters that may impact the District and/or the towns, including budget calendars and timelines, content and detail of budgets, revenue estimates and other revenue matters, capital budget items and use of Excess and Deficiency funds. ~~The chairmanship of the Advisory Committee shall rotate annually among the members from each of the towns.~~ The Committee shall prepare reports to be read into the School Committee minutes.
- B. The Regional District School Committee shall prepare a budget on a fiscal year basis for the District in the following manner:

1. The budget process shall be initiated annually in December and shall provide an opportunity for the Selectmen and Finance Committee of each member town to have input into its preparation. The Regional District School Committee shall complete its proposed budget for the ensuing year, and said proposed budget shall be posted in the Town Hall of each member town, shall be provided to each member town's public library, and shall be submitted to the Selectmen, Finance Directors and Finance Committee members of each member town.
2. The proposed budget shall contain a notice stating when and where a public hearing will be held. The public hearing shall be held in any District school building. The notice of the public hearing shall be posted in all three towns. Said hearing shall be held at least ten (10) days prior to final adoption of the proposed budget. Upon request of the Finance Committee and/or the Board of Selectmen of any member town, the Regional District School Committee shall arrange to meet with such Finance Committee and/or Board of Selectmen for the purpose of discussing the proposed budget. Said proposed budget shall be submitted in the template approved by the School Committee, itemized at least as follows: central administration; expenses of instruction; transportation; operation of school plant; maintenance of school plant; outlay, debt and interest charges; the last named to specify all items costing \$1,000.00 or more. All non-recurring expenditures shall be itemized. Enrollment, staffing, total expenditures and assessments for the past five years shall be included. The Chair of any member Board of Selectmen or Finance Committee may request further information.
3. 45 days prior to the date of the earliest member Annual Town Meeting the Regional District School Committee shall adopt by a two-thirds vote of all its members a budget with such changes as may have resulted from conferences and an open hearing. This budget shall be presented in two parts as outlined in the attached template (Exhibit A). No later than 30 days from the date of the approval vote, but within 10 days if possible, the Treasurer of the District shall certify to the Treasurer of each member town its assessed share of such budget.
4. The budget and assessment shall be so constructed as to show debt service, capital and operating costs. It shall also list all general fund revenue used to reduce member assessments as described in VII. A. This budget should also identify the costs of any programs not uniformly offered at all District elementary schools.
5. Budget approval will be in accordance with M.G.L. Chapter 71, Section 16B.

6. If, in the opinion of the Board of Selectmen and/or Finance Committee of any of the towns, the Regional School District budget will not fit the budgetary capabilities of their town, they can request of the Regional District School Committee a special meeting to discuss the budget.

This meeting shall be called within seven (7) days of the presentation of the budget to the member towns.

The meeting shall be attended by six members of the Regional District School Committee (two members from each member town), as well as two representatives of the Board of Selectmen and two representatives of the Finance Committee from each member town.

The purpose of this meeting will be to discuss the ability of the town or towns to meet the financial obligation brought forth by their assessment of the submitted Regional School District budget.

The charge of this group will be to recommend to the Regional District School Committee a reduced budget that least affects the educational integrity of the District and meets the financial capabilities of the town(s).

7. If a member town fails to hold a meeting within forty-five (45) days from the date on which an amended assessment was adopted by the Regional District School Committee, the member town shall be deemed to have voted affirmatively regardless of whether the town had previously approved an amount equal to or greater than the revised assessment. No action by the town constitutes approval.

### Section XIII. INCURRING OF DEBT

- A. The Regional District School Committee shall have authority to develop plans for District schools. According to Chapter 71, S.16d. the Regional District School Committee shall not incur any debt for the school until the expiration of sixty (60) days from the date said debt is authorized by the Regional District School Committee. Prior to the expiration of said period each member town will be notified of the intent to incur debt. Each member town which would bear a financial responsibility for the debt through the assessment of all or a portion of the principal and interest on such debt shall hold a Town Meeting for the purpose of expressing approval or disapproval of the amount of debt authorized by the Regional District School Committee by a majority of voters present and voting on the question. If the debt is disapproved by any member town, the debt shall not be incurred, and the Regional District School Committee shall then prepare an alternative proposal and a new or revised authorization to incur debt. The only exception to the restrictions in this paragraph shall be the incurring of debt in anticipation of revenues.

- B. In the event that a member town should determine, prior to the issuance by the District of long term indebtedness to finance a Capital Cost, to make an upfront cash contribution to pay all of its allocable share of such Capital Cost, then the total borrowing authorized to pay costs of such Capital Cost shall be reduced by the amount of such upfront cash contribution. A member town's share of Capital Costs for purposes of this section shall be determined in the same manner as used in determining the allocation of Capital Costs for the fiscal year in which the District's borrowing for a particular Capital Cost is authorized.

When a member town has paid its entire share of such Capital Cost, then such member town shall not be assessed for any portion of Debt Service incurred by the District to finance the balance of such Capital Cost. Then, notwithstanding the provisions of Section VII(A) to the contrary, Debt Service on the amount to be borrowed shall be assessed upon the member town or towns that did not determine to make an upfront cash contribution on account of such Capital Cost, as if the District's total enrollment consisted solely of the students from the noncontributing town or towns.

Any upfront cash contribution on account of a Capital Cost shall be paid to the District prior to the issuance of long term bonds by the District to finance such capital cost.

#### Section XIV. AMENDMENTS

- A. Amendments to the agreement must receive a majority vote of approval by each member town at a Town Meeting. Amendments may be initiated by the Regional District School Committee or by the Board of Selectmen of any one of the member towns.
- B. No such amendment shall be made which shall substantially impair the rights of the holders of any of the District's bonds or notes of the District then outstanding or the rights of the District to procure the means for payment thereof.
- C. This agreement will be reviewed every three years by a group comprised of the Chief Financial Officer of each town, the PRSD Business Manager, and the PRSD Superintendent ~~the members of the Regional Finance Advisory Board, as described in Section XII. A~~ who will make recommendations for changes to the member Town's Boards of Selectmen. At any time the Towns may also appoint a task force to review the Regional Agreement. This task force will be made up of a member from each Town's Board of Selectmen, the member town's Finance Directors, the Chairman of the School Committee, the Superintendent and a citizen from each member town.
- D. All amendments are subject to the approval of the Commissioner of Elementary and Secondary Education.

Section XV. SEVERABILITY OF SECTIONS

According to Chapter 71.S.16I., in the event that any provision of this Regional School District Agreement shall be held invalid in any circumstance, such invalidity shall not affect any other provisions or circumstances.

**Approval Signatures**

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**Chair, Groveland Board of Selectmen** **Date**

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**Chair, Merrimac Board of Selectmen** **Date**

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**Chair, West Newbury Board of Selectmen** **Date**

## High School Contingency Plan Update

At the December 4th meeting, while I was presenting a proposed High School Contingency scenario should a system fail at the High School and students have to be relocated, I was asked an important question. It was something along the lines of “If the cost of repair exceeds 30% of the building, won’t we have to change everything? What would that cost be?”

My response to this question was that I believed that statement to be correct regarding the 30%, but I did not want to guesstimate on a cost other than knowing it would exceed \$40 million.

I want to make sure that all of you and the public have the most accurate information, and this is a VERY important question. So, after doing research, here is what I have discovered:

- The assessed value of the High School is \$12,104,700 for fiscal year 2018.

Current Property Sales Information	
Sale Date 1/6/1956	Legal Reference 04239/0090
Sale Price 15,000	Grantor(Seller) HAZEL ALBERTSON

  

Current Property Assessment	
Year 2019	Card 1 Value
Land Area 37.000 acres	Building Value 12,104,700
	Xtra Features Value 81,400
	Land Value 3,120,300
	Total Value 15,306,400

- Building projects are governed by 521 CMR: ARCHITECTURAL ACCESS BOARD, and this group is granted authority by M.G.L. c. 22, § 13A.
- Section 3.3 of 521 CMR states: “EXISTING BUILDINGS All additions to, reconstruction, remodeling, and alterations or repairs of existing public buildings or facilities, which require a building permit or which are so defined by a state or local inspector, shall be governed by all applicable subsections in 521 CMR 3, JURISDICTION.”
- Section 3.3.2 of 521 CMR states: “**If the work performed amounts to 30% or more of the full and fair cash value of the building the entire building is required to comply with 521 CMR. a. Where the cost of constructing an addition to a building amounts to 30% or more of the full and fair cash value of the existing building, both the addition and the existing building must be fully accessible.**”
- So, 30% of \$12,104,700 would be a project threshold (based on a 2018 assessment) of \$3,631,410. (Note: The value of the building will decrease each year, which means the threshold will also decrease even while costs increase.)
- As mentioned in my presentation on 12/4, an HVAC failure which independent assessors (Fitzemeyer & Tocci Associates, Inc) in February of 2015 stated as appearing to be “in



imminent danger of possible failure, which could cause a large portion of the High School to be without heat” is likely. Additionally the steam boilers and associated, downstream infrastructure are described by the same assessor as “weathered, in poor condition, and are nearing the end of their useful life.” As you remember from the corroding pipes I showed that are used for heat, the boilers are actually in much better shape than the rest of the heating system.

- A new heating system would well exceed the \$3,631,410 threshold.

*So what can we do?*

- This would be a voter decision.
- We know we could not hold school without heat, so we would follow the High School Contingency Plan that is agreed upon by the towns.
- The cost of bringing everything in the High School up to code was estimated earlier this year by Dore and Whittier as one of the building project options. That cost is approximately \$72,300,000 of which the towns would be responsible for the entire cost as this is not an MSBA project.
- If we, as a three town community, do not agree to pay the \$72,300,000 to repair the building (this does not change anything beneficial from a curriculum standpoint, it only brings it up to code), then that building is closed.

[https://www.newburyportnews.com/news/local\\_news/board-warned-about-aging-pentucket-hvac-system/article\\_aaaf76a8-27d1-53e9-92c6-d6340523894b.html](https://www.newburyportnews.com/news/local_news/board-warned-about-aging-pentucket-hvac-system/article_aaaf76a8-27d1-53e9-92c6-d6340523894b.html)

## Board warned about aging Pentucket HVAC system

By Jennifer Solis Correspondent Dec 22, 2018



WEST NEWBURY — A breakdown of Pentucket High School’s heating or air conditioning system could be financially catastrophic for the three towns of the regional district, the superintendent told School Committee members this week.

During his report to the School Committee on Tuesday, Pentucket Superintendent Justin Bartholomew said a potential malfunction of the high school’s heating, ventilation and air conditioning system would likely trigger other state-mandated upgrades that could come with a price tag of over \$70 million.

Bartholomew said it was important to be cognizant of the issue regardless of whether voters decide to support a new middle/high school building project at town meetings and the polls next spring. Pentucket learned in October that it was approved by the Massachusetts School Building Authority (MSBA) to create a schematic design for a combined facility for students in grades 7 through 12. Pentucket has hired Dore and Whittier Architects to steer the project, which could cost an estimated \$155.5 million in total. Pentucket is hopeful MSBA will cover at least 40 percent of the total cost, leaving around \$95.2 million for the three Pentucket communities to fund.

“I want to make sure that all of you and the public have the most accurate information,” the superintendent said.

The high school's assessed value in fiscal year 2018 is \$12.1 million. According to the state's Architectural Access Board, if work performed on the building amounts to more than 30 percent of its full and fair cash value, the entire building must be brought up to code for handicap accessibility. Based on the 2018 assessment, that means any repair project in excess of \$3.63 million would meet the threshold and require bringing the school completely up to code.

"The value of the building will decrease each year, which means the threshold will also decrease even while costs increase," noted Bartholomew.

According to an independent assessment of the building conducted by Fitzmeyer & Tocci Ass. in 2015, the school's HVAC system was in "imminent danger of possible failure" and the steam boilers and associated downstream infrastructures are "weathered, in poor condition, and nearing the end of their useful life."

Bartholomew estimates a new heating system would "well exceed" the architectural board's \$3.6 million threshold. Based on estimates provided earlier this year as one possible solution to the district's space and programming needs at the secondary level by Dore and Whittier, to bring everything up to code would cost around \$72.3 million. That's money that would not be reimbursable by MSBA, the superintendent noted — although there might be some emergency funding to tap from the state, he added.

Bartholomew stressed that the work would only bring the aging building up to code and would not address any of its programming or curriculum needs. The job would also very likely trigger asbestos exposure that would require a costly abatement.

If voters in the tri-town communities that make up the Pentucket District — Groveland, Merrimac and West Newbury — decided they couldn't afford these repairs, the building would be closed.

"Pretty somber news," said Groveland's Dick Hodges at the end of Bartholomew's update.

According to an emergency contingency plan the School Board recently adopted, in the event the high school is closed, students would attend classes next door at the middle school. Pentucket seventh and eighth graders would return to their hometown elementary schools for the short term. But with a long-term closure, the plan is to regionalize the district pre-k through 8. Students in pre-K through first grade district-wide would attend the Sweetsir Elementary and grades two and three would go to Donaghue Elementary (both in Merrimac); fourth through sixth grades would attend Bagnall Elementary in Groveland; and middle school students would go to Page Elementary in West Newbury.

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