



**Town of West Newbury
Select Board
Monday, March 25, 2024 @ 5:15pm**
381 Main Street, Town Office Building
www.wnewbury.org

REC'D W. NEWBURY CLERK
'24 MAR 21 PM 5:07

AGENDA

Executive Session: 5:15pm in 1910 Building, 381 Main Street: First Floor Hearing Room

- ❖ MGL Ch. 30A §21(a) 2: To conduct strategy sessions in preparation for negotiations with nonunion personnel (*establish amount for proposed warrant article re unbudgeted personnel costs; FY25 non-COLA wages*)
- ❖ MGL Ch. 30A §21(a) 3: To discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares (*PFAS litigation*);
- ❖ MGL Ch. 30A §21(a) 6: To consider the purchase or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body (*Evergreen Farm CR*);
- ❖ MGL Ch. 30A §21(a) 7: To comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements (*Elliot Fund*).

The Board may reconvene in Executive Session, after the conclusion of the Open Session, if needed.

Open Session: 6:00pm by in-person attendance or remote participation (instructions below) [NOTE 6PM START TIME]

Announcements

- SAGE Center Ice Cream Social March 27th 12:30-1:30pm; Veterans' Breakfast April 10th 10am
- River Road Resiliency Study – public meeting on Wednesday, April 3rd from 5:30-8pm, Town Annex
- Solar Eclipse viewing event – Monday, April 8th from 2:30-4:40pm; see Library & Town website for details!
- Information session re proposed Wetlands Bylaw – Tuesday, April 9th at 6pm, First Floor Hearing Room

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.
- B. Town Manager Updates
 - a. Update on procurement process for telecom upgrade in Town Buildings
 - b. Quote received for work re Page School circulation and MDOT permitting of Page/Pipestave crosswalk
 - c. Borrowing process/timeline for Church/Prospect project; Annual Report submitted to Hilltop
 - d. Contract executed for Page School remedial masonry work/repairs
 - e. Updates on other ongoing/active projects/initiatives
- C. Department Updates/Discussion
- D. Board/Commission/Committee Updates/Discussion (and Select Board liaison updates):
 - a. Capital Improvement Committee report and recommendations
 - b. Board of Water Commissioners' public hearing regarding water rates held on March 21st at 6pm
- E. Action Items
 - a. Request for appointment of Zachary Dunham as Reserve Police Officer
 - b. Request to nominate Glenn Cogswell as additional Inspector of Animals
 - c. Request to authorize Town Manager to execute 3-year lease for Children's Castle
 - d. Review Middle Street Bridge financing and determine warrant article proposal amount; review draft IMA
 - e. Review draft Harbormaster IMA with Town of Salisbury for 2024-2027
 - f. Review /determine appropriation for testing of potential new public water site(s)
 - g. Request for release deed for two Ash Street Properties to the MA Division of Fisheries and Wildlife
 - h. Special Event Request: Myopia Hunt Club Fox Hunt, May 28, 2024
 - i. Special Event Request: West Newbury Riding and Driving Club, Adventure Ride June 15 & Sept 15th
 - j. Special Event Request: Alzheimer's Association Fundraiser Bike Ride, June 1, 2024
 - k. Select Board meeting minutes: February 26, 2024; March 11, 2024; March 13, 2024
 - l. **NOT BEFORE 7:00PM:** Cont'd review, with Finance Committee, of proposed Town Meeting warrant articles; and proposed sections of FY25 operating budget (see Finance Committee agenda for details)
- F. General Discussion Items
 - a. Correspondence from Sen. Tarr's office re FY25 State Budget Priorities
 - b. Plan for finalizing proposed Animal Control and Hunting Bylaw amendments
 - c. Building Decarbonization proposal for scope and services
 - d. Town Manager performance evaluation; process and timeline
 - e. Dangerous Dog Hearing Officer Training April 12th
- G. Correspondence, including:
 - a. Chargepoint monthly report
- H. Future Agenda Items / Meeting follow-up assignments

Addendum to Meeting Notice regarding Remote Participation

This meeting is being broadcast on local cable TV and recorded for rebroadcast on the local cable channels and on the internet. Meeting is also accessible by remote participation as follows:

Zoom Meeting

Phone: (646) 558-8656

Meeting ID: 860 3078 0365

Passcode: 399489

Join at: <https://us06web.zoom.us/j/86030780365?pwd=lridCzz1sw1AK50lhUKr0YY0HD8jB2.1>

Every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post on the West Newbury website an audio or video recording of proceedings as soon as practicable after the meeting.



SAGE CENTER

social | activities | growth | education

Spring Ice Cream Social

Wednesday, March 27

12:30 - 1:30 pm

Here's the scoop

Location: SAGE Center, 381 Main Street,
West Newbury | Drop-In | FREE



West Newbury Council on Aging | SAGE Center
381 Main Street, West Newbury | 978-363-1104
coa@wnewbury.org



SAGE CENTER

social | activities | growth | education

ACTIVITIES WITH PENTUCKET STUDENT VOLUNTEERS

TUESDAYS, MARCH 12 & 26 FROM 12:30-1:30 PM

Please join our intergenerational program with a group of Pentucket student volunteers. This is a fun hour of games, puzzles, coloring or crafts.

Drop-In Group | Free

JOIN NOW



SAGE CENTER

social | activities | growth | education

VETERANS' BREAKFAST

WEDNESDAY, APRIL 10 AT 10 AM
AT THE SAGE CENTER / SENIOR CENTER

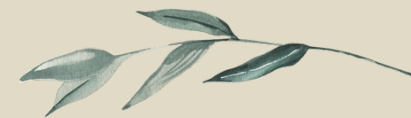
WITH VETERANS' AGENT, STEVE BOHN



Please join us for our NEW quarterly breakfast with Veterans' Agent, Steve Bohn. This event is open to all Veterans and their spouses or family members.

**Location: SAGE Center, 381 Main Street,
West Newbury | Drop-In | Free**

wreath making workshop



SAGE CENTER

social | activities | growth | education



Wednesday, April 24
at 1:00 pm

Where: SAGE Center

Cost: \$65

Partially funded by the Formula Grant

Please register and pay by April 12

RSVP: 978-363-1104 or
coa@wnewbury.org

Offered by Ashley of The Humbled Door



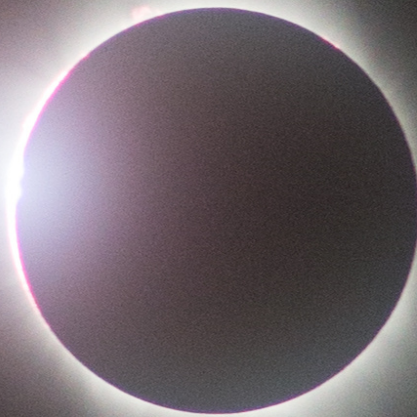
(not exact wreath - similar to what we will create)

SOLAR ECLIPSE VIEWING EVENT

Monday, April 8

2:30 - 4:30 PM

Pipestave Hill Parking Area



- Solar eclipse crafts and activities for all ages
- Sunscope and sunoculars for more detailed views
- Eclipse glasses for all **registered** participants
- Ice cream and whoopie pies available for purchase

Limited supplies.
Register here:



Sponsored by The Friends of West Newbury Library, the
Massachusetts Board of Library Commissioners, and NASA.

B.a.



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 22, 2024
RE: Telecom procurement

We recently issued two addenda to the currently-active RFP. These had the effect of formally expanding the procurement to include cabling work, to offer an additional site walk for prospective bidders (this coming Wednesday), and to extend the deadline for proposals until April 24th. The reason for this deadline is to ensure that we have bids in hand ahead of the anticipated Town Meeting vote on April 29th. This article (#31) is scheduled for review at next Wednesday's (3/27) meeting of the Finance Committee and Select Board. It is requested that the Board and FinCom hold off on voting your recommendations until on/after April 24th, once project costs are known. This would not preclude including an article rationale in the FinCom booklet; the booklet could also specify that recommendations would be provided at Town Meeting.

cc: Finance Committee

IP Telephony and Voicemail System
Town of West Newbury
Addenda

RFP# 2024-WN-003

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

ADDENDUM #6

Notice to all prospective bidders.

Addendum #6 released Friday March 8th, 2024.

The Town of West Newbury will be extending the deadlines for RFP# 2024-WN-003 as follows:

Question Submittal Deadline: Wednesday April 3rd, 2024 at 4:00 P.M

Proposal Submittal Deadline: Wednesday April 24th, 2024 at 10:00 A.M

Additional Optional Site walk:** Wednesday March 27th, 2024 at 11:00 A.M

***Please email Procurement@wnewbury.org if you will be attending the site walk.*

Updated Procurement Calendar

| Estimated Procurement Calendar | | |
|--|-------------|-------------|
| Tasks | Date | Time |
| RFP Issued on Commbuys | 12/11/2023 | 10:00 A.M |
| Mandatory pre-submission site walk | 1/17/2024 | 10:00 A.M |
| Written questions/clarification due on or before | 4/3/2024 | 4:00 P.M |
| Release of official responses due on or before | 4/17/2024 | 4:00 P.M |
| Proposal submission deadline on or before | 4/24/2024 | 10:00 A.M |
| Bidder Evaluations/Vendor Presentations Scheduled by | 5/1/2024 | 4:00 P.M |
| Preliminary award offered by | 5/22/2024 | 4:00 P.M |

Questions and Answers:

Q1. CAT 3 cabling CAN come in over an ethernet network. It would provide POE & 10 megs of bandwidth for the Voice using existing cable infrastructure (more than enough for voice). Would this be a viable solution to place on the network?

A1. No, we are looking for CAT 6 only.

Q2. What is the status of the cabling? Will there be an additional meeting to do cable assessment and measuring?

A2. In addendum #5, we stated there would be an additional optional site walk to review cabling needs. This additional site walk will be on Wednesday March 27th, 2024 at 11:00 A.M at 381 Main Street, West Newbury, MA 01985. Please send an email to Procurement@wnewbury.org if you will be attending the site walk.

Q3. Have the cables been traced out and identified at new areas slated for phones?

A3. A separate Addendum, including cabling plans/specs, is expected to be issued on March 13, 2024.

Q4. Is the data network going to be shared with the Voice? With separate VLANS or is it still the plan to keep voice separate?

A4. Data and Voice will be split. It is still the plan to keep voice separate.

Q5. Has the number of switches been identified if they have POE and free ports?

A5. We will need three 48-port POE+ gigabit with two fiber SFP ports.

Q6. Still the plan to utilize a UCAAS cloud system and or a Hybrid system with built in redundancy?

A6. We are planning on a cloud system only.

Q7. In the original RFP (5) hard Copies (1) Flash Drive of our submission was requested. In addendum #5 you just want us to electronically email our submission.

A7. Proposal submissions can be sent as the 5 hard copies and 1 flash drive **OR** submitted all electronically.

Additional Notes:

All second-floor cabling will terminate to POE switch in switch closet, located on second floor. Fiber run required between second-floor and basement switch. The second-floor switch closet needs a 10U securable switch enclosure.

-End of Addendum-

IP Telephony and Voicemail System
Town of West Newbury
Addenda

RFP# 2024-WN-003

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

ADDENDUM #7

Notice to all prospective bidders.

Addendum #7 released Friday March 22nd, 2024.

Question Submittal Deadline: Wednesday April 3rd, 2024 at 4:00 P.M

Proposal Submittal Deadline: Wednesday April 24th, 2024 at 10:00 A.M

Additional Optional Site Walk:** Wednesday March 27th, 2024 at 11:00 A.M
***Please email Procurement@wnewbury.org if you will be attending the site walk.*

Updated Procurement Calendar

| Estimated Procurement Calendar | | |
|--|-------------|-------------|
| Tasks | Date | Time |
| RFP Issued on Commbuys | 12/11/2023 | 10:00 A.M |
| Mandatory pre-submission site walk | 1/17/2024 | 10:00 A.M |
| Optional cabling site walk | 3/27/2024 | 11:00 A.M |
| Written questions/clarification due on or before | 4/3/2024 | 4:00 P.M |
| Release of official responses due on or before | 4/17/2024 | 4:00 P.M |
| Proposal submission deadline on or before | 4/24/2024 | 10:00 A.M |
| Bidder evaluations/presentations to be scheduled by mid May | | |
| Preliminary award offered by | 6/3/2024 | 4:00 P.M |

Cabling Locations and Information

The purpose of this addendum is to expand the contract scope of work to include cabling of the Town Offices (381 Main Street) and the Town Annex (379 Main Street).

This addendum includes:

- Requirements and general information included in the text below
- Schematic Drawings showing approximate location of ports and some building dimensions for each of the four levels (Basement, Ground Floor, First Floor, and Second Floor)
- Summary Table
- Bid sheet for this item

- For informational purposes – Memorandum from Angus Jennings March 12, 2024

Requirements:

- Number of ports and approximate locations are provided on the attached schematic plans and attached summary table. Locations are physically marked on-site with tape.
- Cables shall be Cat6
- Pinout (cable connector type) shall be T-568b
- Ports shall have cables corresponding to the type (Voice or Data) as shown on the plans, with different colors, and terminated to two (2) – 48-port patch panels
- Main Distribution Frame (MDF) shall be located in the basement as shown on the plan. This MDF will supply runs to the first floor
- Intermediate Distribution Frame (IDF) on second floor to supply second floor runs
- Fiber run between MDF and IDF shall be 8- or 12- strand
- All cable runs shall be tested and certified
- All second-floor cabling will terminate to POE switch in a switch closet, located on the second floor. Fiber run will be required between second-floor and basement switch. The second-floor switch closet needs a 10U securable switch enclosure.

Guidance on Lengths:

- Fiber run between MDF and IDF is approximately 140'
- Annex run could be 250'
- Longest drop on first floor is approximately 160'
- Longest drop is approximately 95'
- See building dimensions on plans to determine other approximate lengths

Bid Item will be Lump Sum and will include:

- All material and labor for installation of cabling, wall plates, and any other necessary items
- Material and labor for opening of walls, ceilings, or floors, as necessary
- Material and labor for MDF and IDF installation
- Removal and disposal of materials as directed by the Town

Assumptions:

- All locations shown on the plans are approximate and shall be verified on site with the Town prior to beginning work.
- Exact locations of cables are not shown on the plans, but rather port locations and guidance on some of the lengths are provided. The contractor shall determine appropriate lengths and cable pathways based upon site conditions.
- This addendum does not provide detailed construction specifications. Contractor shall use the latest industry standards to meet the requirements stated above.
- Wall, ceiling, and floor patching and painting are not included in the scope of work and will be performed separately by the Town.
- The Town will be responsible for labor and materials to abandon any existing ports that are marked as such on-site. Ports to be abandoned are not shown on the plans and not part of this contract.

-End of Addendum-

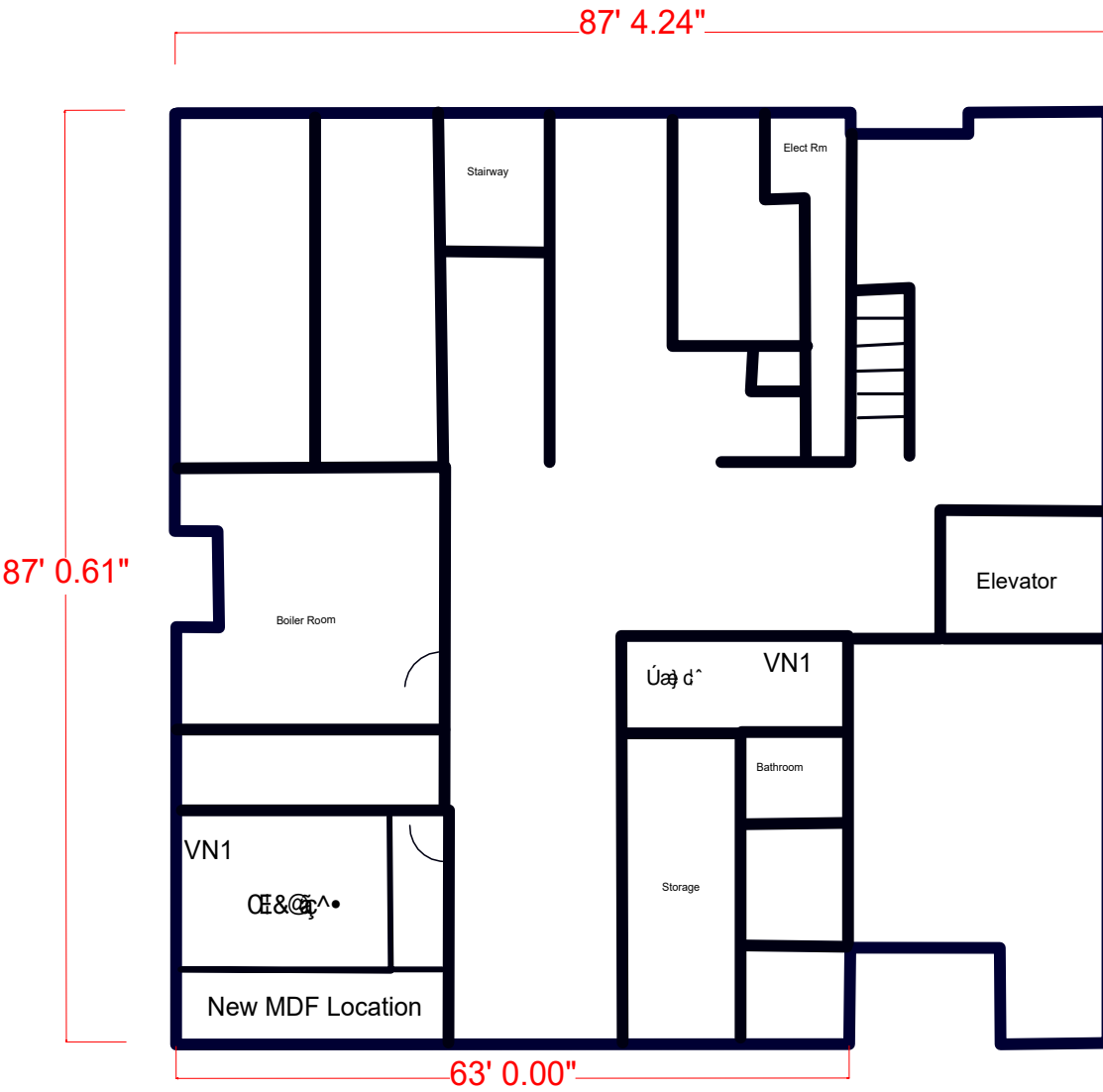
Basement

V = Phone Port

D = Data Port

N = New Port

= Amount needed



| |
|------------------|
| West Newbury |
| Data/Telco |
| Basement |
| |
| Revised 03/21/24 |

Total 2 Voice Ports

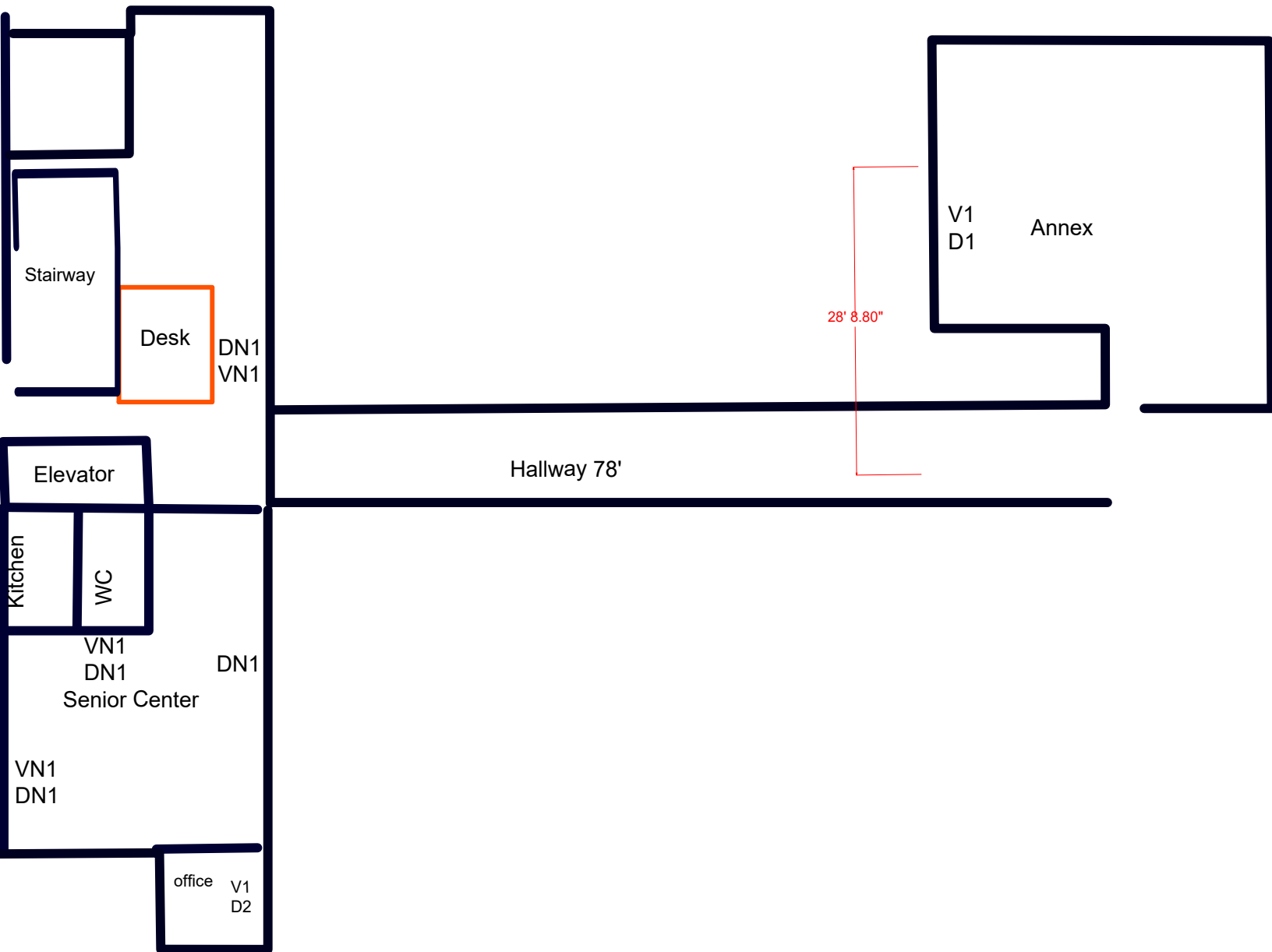
Ground Floor

V = Phone Port

D = Data Port

N = New Port

= Amount needed



Total 5 Voice Ports

Total 7 Data Ports

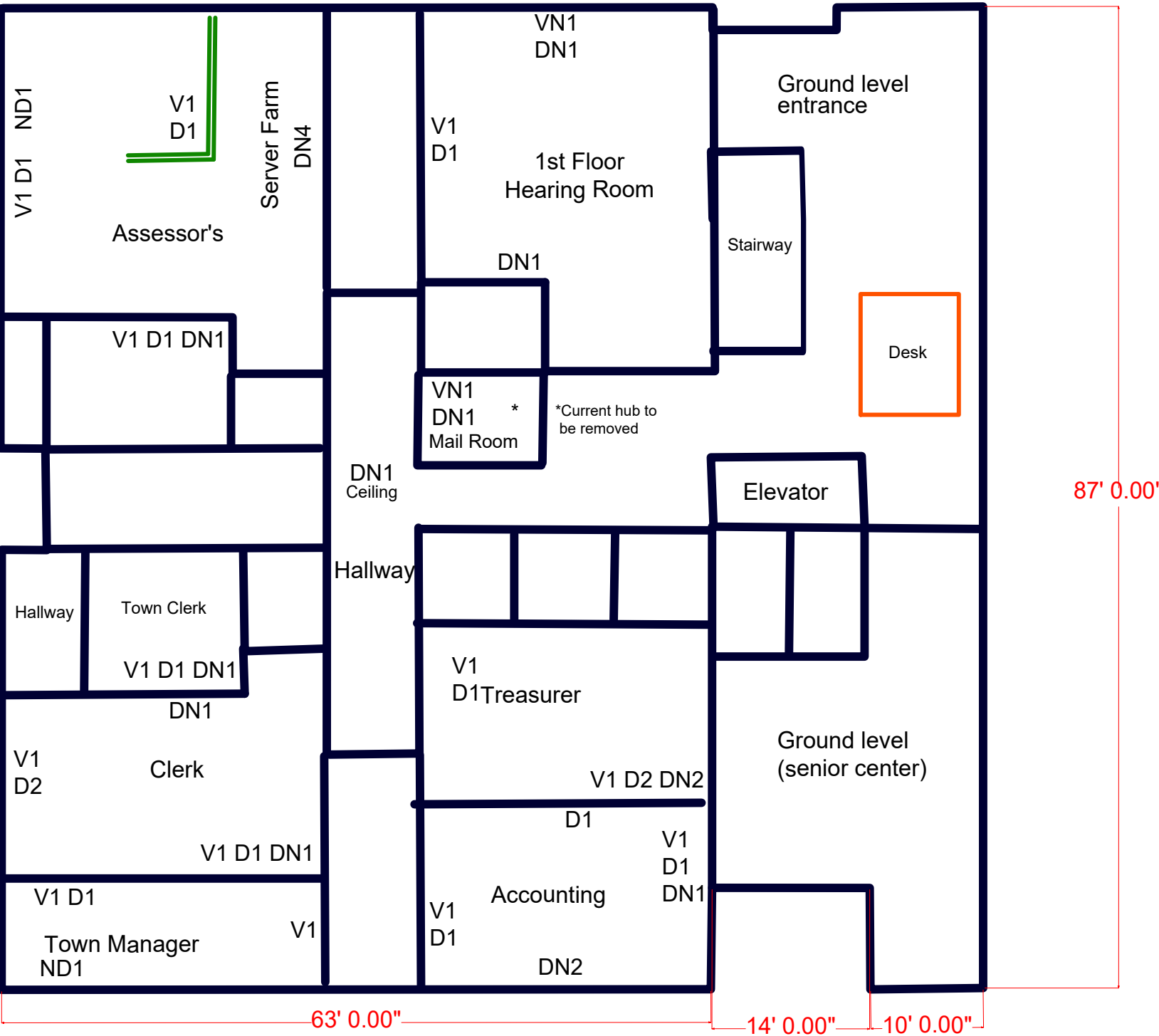
First Floor

V = Phone Port

D = Data Port

N = New Port

= Amount needed



Total 15 Voice Ports
Total 34 Data Ports

Revised 03/21/24

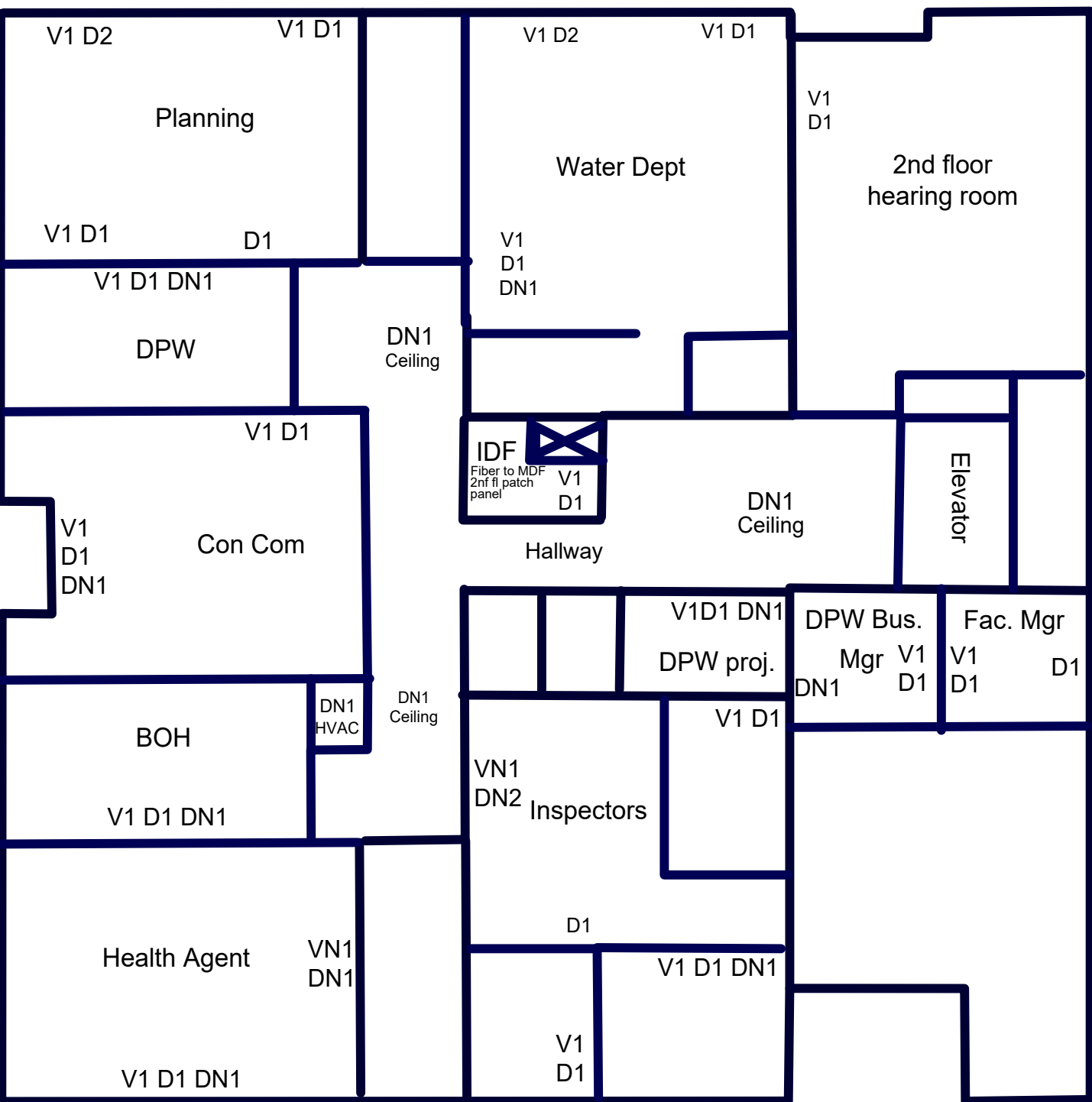
2nd Floor

V = Phone Port

D = Data Port

N = New Port

= Amount needed



Total 21 Voice Ports
Total 38 Data Ports

Revised 03/21/24

Cabling Summary for Town Offices (381 Main St) and Town Annex (379 Main St)
West Newbury
 Revised 3/21/24

| Room | Voice Existing Ports | Voice New Ports | Total Voice Ports | Data Existing Ports | Data New Ports | Total Data Ports | Notes |
|---------------------------|----------------------|-----------------|-------------------|---------------------|----------------|------------------|------------------------------------|
| BASEMENT | | | | | | | |
| Archives | 0 | 1 | 1 | 0 | 0 | 0 | |
| New MDF Location | 0 | 0 | 0 | 0 | See Note | See Note | New MDF |
| Pantry | 0 | 1 | 1 | 0 | 0 | 0 | |
| Total Basement | 0 | 2 | 2 | 0 | 0 | 0 | |
| GROUND FLOOR | | | | | | | |
| Lobby Desk | 0 | 1 | 1 | 0 | 1 | 1 | |
| Senior Center | 0 | 2 | 2 | 0 | 3 | 3 | |
| Senior Center Office | 1 | 0 | 1 | 2 | 0 | 2 | |
| Annex | 1 | 0 | 1 | 1 | 0 | 1 | |
| Total Ground Floor | 2 | 3 | 5 | 3 | 4 | 7 | |
| FIRST FLOOR | | | | | | | |
| Accounting | 2 | 0 | 2 | 3 | 3 | 6 | |
| Assessor | 3 | 0 | 3 | 3 | 6 | 9 | Existing Network Hub to be moved |
| Clerk | 3 | 0 | 3 | 4 | 3 | 7 | |
| Hallway | 0 | 0 | 0 | 0 | 1 | 1 | |
| Town Manager | 2 | 0 | 2 | 1 | 1 | 2 | |
| Treasurer | 2 | 0 | 2 | 3 | 2 | 5 | |
| Mail Room | 0 | 1 | 1 | 0 | 1 | 1 | Existing Telephone Hub to be moved |
| First Floor Hearing | 1 | 1 | 2 | 1 | 2 | 3 | |
| Total First Floor | 13 | 2 | 15 | 15 | 19 | 34 | |
| SECOND FLOOR | | | | | | | |
| Board of Health | 1 | 0 | 1 | 1 | 1 | 2 | |
| Conservation | 2 | 0 | 2 | 2 | 1 | 3 | |
| DPW | 1 | 0 | 1 | 1 | 1 | 2 | |
| DPW Project Manager | 1 | 0 | 1 | 1 | 1 | 2 | |
| DPW Bus. Mgr. | 1 | 0 | 1 | 1 | 1 | 2 | |
| Facilities Mgr. | 1 | 0 | 1 | 2 | 0 | 2 | |
| Health Agent | 1 | 1 | 2 | 1 | 2 | 3 | |
| IDF | 1 | 0 | 1 | 1 | 0 | 1 | New IDF |
| Inspectional Serv. | 3 | 1 | 4 | 4 | 2 | 6 | |
| Planning | 3 | 0 | 3 | 5 | 0 | 5 | |
| Water Dept. | 3 | 0 | 3 | 4 | 1 | 5 | |
| HVAC | 0 | 0 | 0 | 0 | 1 | 1 | |
| Hallway | 0 | 0 | 0 | 0 | 3 | 3 | |
| Second Floor Hearing | 1 | 0 | 1 | 1 | 0 | 1 | |
| Total Second Floor | 19 | 2 | 21 | 24 | 14 | 38 | |
| TOTAL ALL FLOORS | 34 | 9 | 43 | 42 | 37 | 79 | |

FORM FOR GENERAL BID

To the Awarding Authority: **TOWN OF WEST NEWBURY**

A. The undersigned proposes to furnish all labor and materials required for:

Project Name: **2024-WN-003 IP Telephony and Voicemail System VOIP**

CABLING PORTION ONLY(all labor & materials)

ATTN: Town Clerk

381 Main Street

West Newbury, Massachusetts 01985

in accordance with the accompanying plans and specifications prepared, for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda numbered: (please indicate by checking the box of each addenda number)

No. 1 No. 2 No. 3 No.4 No. 5 No. 6 No. 7

C. The proposed contract price is:

(total bid price in words) dollars (\$_____).

Name of General Bidder: _____



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

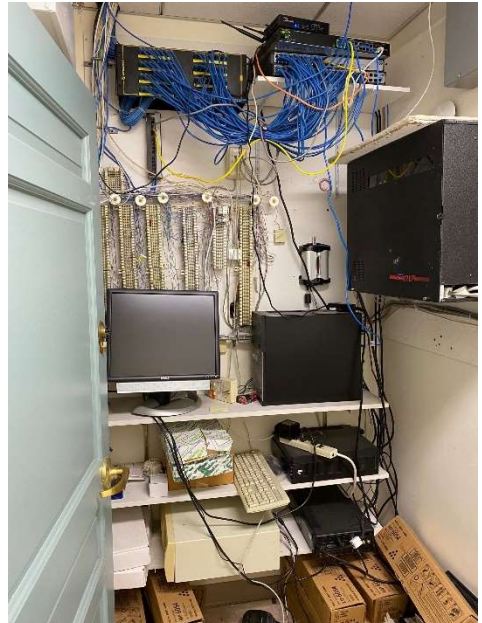
TO: Select Board, Finance Committee, Capital Improvements Committee (CIC)
FROM: Angus Jennings, Town Manager
DATE: March 12, 2024
RE: Supplemental narrative re proposed funding for telecom/cabling

This is provided as a supplement to the request for a warrant article for the Spring Town Meeting, to provide funding for cabling work to supplement the active procurement underway to secure new/upgraded telecom equipment for the Town Offices, Public Safety Complex and Library.

The scope of the initial project is detailed in the Request for Proposals (RFP) issued on Dec. 11, 2023, and as supplemented by 7 addenda, as of this date (copies of which have been circulated separately). As the procurement process has gone forward, based on new information received, the initial project objectives have expanded to include significant cybersecurity improvements, some of which had already been part of our longer-term objectives. Based on this iterative planning process, our staff working group¹ has recommended an expansion of the project scope to include an upgrade of cabling in the Town Offices building. (This would be in addition to the installation of new and replacement cabling in some locations, which has been anticipated all along related to the upgrade of old CAT-5 cabling and installation of workstations and/or phones in a couple of new locations).

This memo is to provide more detail regarding the basis for this recommendation, following on discussion at recent meetings of the FinCom/Select Board and of the CIC.

The proposal calls for a VOIP phone system that will require each phone to have access to an internet connection. The options for internet access discussed were wireless, sharing with the existing computer cable network, or a separate cabling system apart from the computer network. A separate system from the computer is the preferred method. This will require new cabling, and therefore at the same time the Town Offices' cabling



The existing phone system is antiquated, and its hub is located in a publicly-accessible location (mail room), presenting a security risk.

¹ Christine Wallace, PE, Project Manager; Brian Richard, Facilities Manager; Katelyn Barker, DPW Business Manager & Chief Procurement Officer; Jim Blatchford, Town Clerk; me; with advice from the Town's IT consultant Jake Soucy. Police Chief Mike Dwyer and Library Director Corinn Flaherty have also been involved, but not related to the Town Offices portion of the scope, which is the subject of this memo.

network (last upgraded in the late 1990's) would be upgraded (from Cat 5 or 5E to Cat 6) to handle today's and future capacity needs.

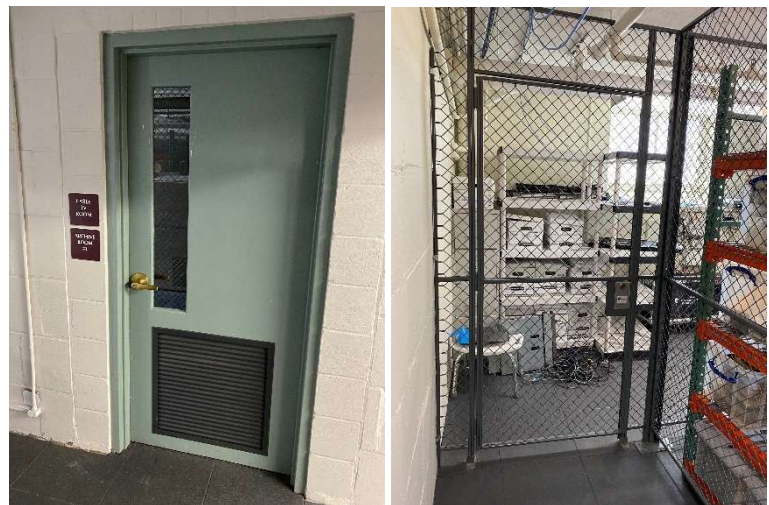
A question was asked regarding whether the entire system could operate wirelessly. The Town Offices have wifi installed in strategic locations, but these do not provide coverage throughout the building. The building's construction materials impede wifi access in some locations. The installation of more wireless access points would require new cabling to the new access points. The idea of moving the entire phone system to wifi is not favored. The installation of new/upgraded cabling throughout the building is seen as an upgrade of the Town Offices' IT infrastructure, and would advance multiple operational and cybersecurity/risk management objectives.



The existing network hub is located in a publicly-accessible location, presenting a security risk.

One of the key project objectives is to relocate both the server rack, and the telephone lines switch room, to a locked location in the basement. Both the server rack and the switch room are currently located in publicly-accessible locations that cannot be easily protected. To relocate this apparatus to a locked cage in the building basement, cabling will be needed. The driving cost of pulling new and replacement cabling is not materials, but rather labor. It would be cost effective for a cabling installer to pull two cables (one for computer, one for phone) at the same time.

The Town maintains cyber liability insurance coverage. Each of the past few years, new substantive requirements have been added in order to maintain this coverage. New requirements have been added for the upcoming FY25 (we are currently working on our insurance renewal applications), and we are aware that new requirements will continue to be added in the coming years. Likewise, the idea of having both the computer network and phone network share the same cabling is not favored. Such a "converged network" would create significant obstacles to our IT tech's ability to manage the Town's network security to a degree that is required in order to meet industry standards (and insurance requirements). Separate cabling for each of computer network and telephones establishes clear boundaries to assist with identifying and managing cybersecurity risks. It is believed that the improvements proposed via this warrant article will advance the Town's in its cybersecurity efforts.



Upon project completion, the phone and network hubs would be relocated to a secure location in the basement, behind a locked door and cage



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 22, 2024
RE: Page/Pipestave crosswalk / Page circulation

Since submitting the placeholder article request form (enclosed) in early February, work has been ongoing to firm up a recommended scope and budget for this article.

One basis of this proposal was the September 2021 Safe Routes to Schools report which recommended changes to interior site circulation at Page School. Through multiple staff working meetings, including with Pentucket, it became clear that none of that report's specific recommendations (Plans A – D on pp. 18-19 of the report) were supported. However, there is broad agreement (among Page administration, Public Safety, DPW, Water and my office) that the site would benefit from study to inform future safety improvements.

We invited a proposal from TEC to lead a school circulation planning/concept design process, and to prepare conceptual alternatives; along with preparing driveway traffic data and analysis. The cost proposal for this work (enclosed) is **\$25,500**.

Concurrent with this process, we have continued to work with TEC on the Page/Pipestave crossing, which as you know is at the 25% design review process. MassDOT's comments on the 25% design plans (enclosed) include one requirement in particular (Item 2 under Project Development) that will require additional survey/engineering costs in order get that State permitting process back on track. The MassDOT comment will require that the State right-of-way be expanded to encompass the sidewalk (extending from the new crosswalk up the secondary Page School driveway); or that the sidewalk be pushed to the south to rest entirely within the existing ROW. Either of these options will have significant cost implications.

TEC's cost proposal to respond to MassDOT's comment is **\$43,000** (detail enclosed). This work would include survey and plans to expand the State ROW; as well as geotechnical and engineering work related to the existing stone retaining wall.

I recommend that we proceed with the second item, at least. I also think the first item is highly worthwhile. Whatever amount the Board proposes will be included in the proposed warrant article.

Note: We recently received notice of an approved State budget earmark for \$25,000 in order to "improve and enhance pedestrian and multi-modal transportation infrastructure along state highway route 113, in proximity to Page elementary school and Pentucket middle and high school in the town of West Newbury". If put toward the work proposed by TEC, it would reduce the amount needed from Town Meeting. Alternatively, this \$25,000 earmark could be used to advance design work in proximity to the Middle/High School. We have until May 31st to execute a contract with the

Commonwealth to secure these funds, and are working to prepare a scope/budget to provide to that office by April 12th. Once under contract, we have until Dec. 31, 2026 to fully expend the funds.

Note: because there is substantive information reflected here that was not available timely for the Capital Improvement Committee's March 14th meeting, this article was not included in the CIC report. Therefore, if this article were to be considered a capital article, it should be referred to the CIC with a request for their recommendation (and with the Board's assent to waive the requirement in the CIC bylaw that their recommendations be made 6 weeks prior to Town Meeting).



Safe Routes to School Arrival/Dismissal Observations

Page Elementary School
694 Main Street, West Newbury, MA 01985

September 2021

Judith Crocker, Statewide and Senior Outreach Coordinator

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Arrival/Dismissal Details

Dates: September 22, 2021

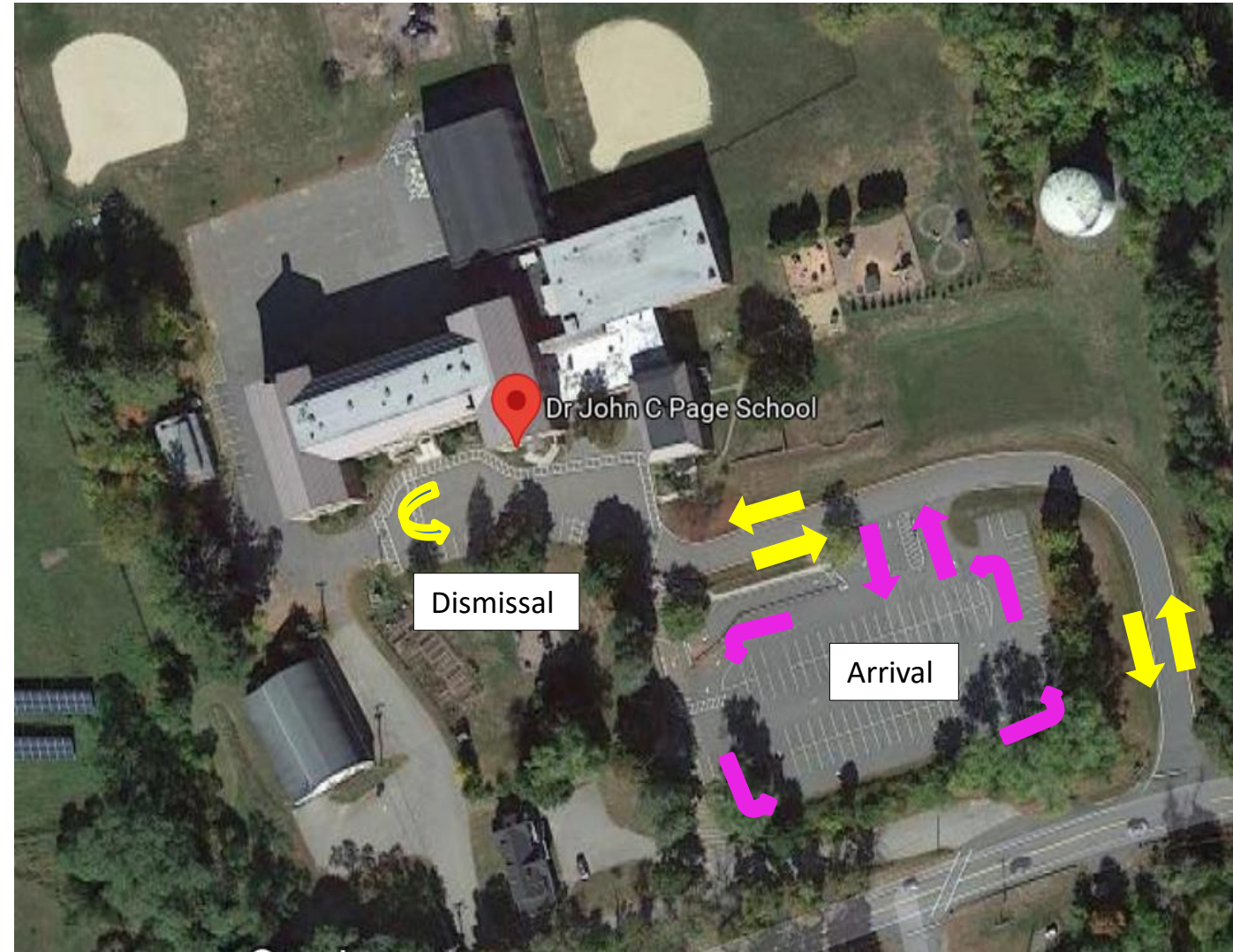
Observations: 7:45 a.m. and 2:00 p.m.

Weather: Partly sunny, 70-77 degrees Fahrenheit

Grades: PK-6

Enrollment: 298

Building opened: 1974 **Renovated:** 1985



<https://www.google.com/maps/place/Dr+John+C+Page+School/@42.8086229,-70.9622638,249m/data=!3m1!1e3!4m5!3m4!1s0x0:0xb97789cc956549f!8m2!3d42.8086564!4d-70.9616724>

Current Arrival/Dismissal Procedures

- Walkers approach from the abutting homes to the east of the school via a goat path paralleling the school driveway towards their properties.
- Bicycles are not used.
- Buses use the dedicated loading /unloading area on the hardtop located on the side/rear of the school. This area is not signed and uses barrels to indicate no through traffic. The one school van loaded and unloaded in front of the school.
- Parents/guardians use a school staff provided valet service in the school parking lot's valet lane during arrival and at the school's front doors during dismissal. During dismissal, family vehicles load and make a U-turn in front of the school to exit the school driveway.
- Crossing guards were not observed. However, one staff member was observed manning the school driveway's crosswalk located between the elementary and Pre-K buildings during arrival. Another two staff members helped to manage the school driveway and parking lot queues during dismissal.
- School zone flashing signage is posted in both directions on Main Street.
- The school supports three distinct locations used for arrival and dismissal: the parking lot, the front of the school, and the rear hardtop. All school-associated traffic currently enters and exits school grounds via the school driveway. Some families are associated with the Pre-K program located next to the Page School.

See specific arrival and dismissal observational data in Appendix A and B.

Observations: School Driveway



The school driveway is lined on both sides with fog lines but has no sidewalks. There is evidence of drainage paths on both sides of this downward sloping driveway.



Family vehicles queue at dismissal on the school driveway. Notice that the center vehicle's driver is not in the car.



Two electric vehicle charging stations and the school garden are located across the driveway opposite the school's front door. This green space would make for an inviting family waiting area.

Observations: School Side Driveway



Barrels prohibit vehicle access to the school's rear hardtop play area.



Pavement arrow markings indicate the directionality for the buses to turn around once they load/unload.



The school property abuts a DPW garage and community housing whose roadway has posted restricted access to school thru traffic. These are located to the left front of the school building.

Observations: DPW and Housing Road



The access road turns left to parallel and exit onto Main Street.



A second driveway providing access to the community housing is on the left of the DPW access road just prior to the school's parking lot. Main Street is in the background.



Posted signage indicates "NO SCHOOL ENTRANCE" from the community housing driveway entrance. To the right, egress to/from the school's parking lot is not allowed as observed with yellow hatched pavement markings, a broken driveway chain, and a cone.

Observations: DPW and Housing Road at Main Street



The access road exits onto Main Street near the school driveway.



The access road has no sidewalk, yet a ladder-style crosswalk with reflective signage connects it to the recreational area located across Main Street. The crosswalk is at a right diagonal when exiting the access road.

Observations: School Parking Lot



The school's lower parking lot has a wide opening with directional pavement markings and a traffic island.



Directional pavement markings line the perimeter of the parking lot.



There is a conflict point near the school's arrival valet area. Here, parked family vehicles were observed leaving parking spaces unaware of oncoming vehicles. The expectation for parked vehicles is for vehicles entering the lot to use the valet area and not to park in the lot.

Observations: Arrival



The valet student drop off area for arrival only is signed and uses directional pavement markings. A cone prohibits use without staff being present.



Family vehicles using the staff-assisted valet area are observed during arrival. Some families prefer to park and walk their students into the building as seen by the student walking through the parking lot and those parents/guardians returning to the lot from the school.



One-way pavement markings indicate direction within the parking lot. The valet area ends with a stop line and parallels the parking lot's through area. The two areas meet at the parking lot's crosswalk.

Observations: Dismissal



The only crosswalk leading to the school from the parking lot is a wide ladder pattern. It runs from the end of the valet parking lot area stairs, across the school driveway, and abuts the left side of the Pre-K building. It continues along the building and connects the two front entrances. Family vehicles often queue on it. Staff man the driveway crosswalk during arrival only.



The area in front of the front school entrances are used for pick up. Family vehicles make a U-turn to depart on the school driveway.

Observations: Dismissal



The queue of family vehicles on the school driveway at dismissal runs from the school's right front door to the opening of the parking lot. A family is observed walking on the middle of the driveway for there is no sidewalk.



In order to travel to their loading zone, school buses must bypass queued family vehicles on the school driveway by driving on the wrong lane.

Observations: Dismissal



After picking up their student, one family vehicle attempted to use the parking lot's busy pedestrian area to exit the property. The vehicle needed to back up into oncoming exiting traffic in order to correct itself.



The dismissal queue of family vehicles snaked around the parking lot and a family walks through the parking lot on the roadway.

Observations: Staff at Dismissal



One staff member used a STOP Paddle to control family vehicles from joining the driveway queue line by diverting them into the parking lot. He did not wear a reflective vest.



A second staff member wearing a reflective vest managed the family vehicle queue in the parking lot by informing them when to join the driveway queue.

Approximate Arrival & Dismissal Modal Counts*

| ARRIVAL | | | | DISMISSAL | | | |
|---|---|---------|--------|--|---|---------|--------|
| Family vehicles using the parking lot valet service | Family vehicles parked in the parking lot | Walkers | Bikers | Family vehicles queued on the school driveway or parked in front of the school | Family vehicles queued or parked in the parking lot | Walkers | Bikers |
| 38 | 50 | | | 23 | 46 | | |
| 88 | | 0 | 0 | 69 | | 2 | 0 |

* Grades K-6 students only. Some Pre-K students may have been included due to multiple siblings traveling together and the observer's inability to differentiate Pre-K from elementary students in all cases. Approximately 12 Pre-K families were observed during arrival and dismissal.

Recommendations: Summary

1. Consider modifying the school circulation plan to include the access road – At dismissal, school buses need to pass queued family vehicles on the wrong side of the road in order to travel to the dedicated bus area and pedestrians must navigate two-way traffic on the school driveway's crosswalk. Creating a one-way circular loop where dismissed student vehicles enter via the school driveway and exit via the access road would eliminate several concerns. These include the need for buses to travel on the wrong side of the school driveway, eliminate most two-way traffic at the school driveway's crosswalk, alleviate a tight turning radius for family vehicles under snow conditions, and further separate Pre-K vehicles from the Page School family vehicles.

Please reference mapped descriptions of each circulation plan on pages 18 and 19.

- Plan A – The arrival procedure would remain as is except exiting family traffic would proceed to the access road along the yellow striped and chained area on the left side of the parking lot versus exiting from the parking lot onto school the driveway. During dismissal, all family vehicles would enter via the school driveway and exit via the access road from either the parking lot and/or the front of the school. Only school buses would enter and exit using the school driveway.
 - “YIELD” signage would be needed to slow family vehicles and give preference to the buses. This mitigation point is the intersection where family vehicles leave the driveway in front of the school and enter the access road, while buses coming from the left side of the building enter the front driveway area.
 - “STOP” signage would be needed for exiting family traffic from the parking lot onto the access road.

Recommendations: Summary

1. Consider modifying the school circulation plan to include the access road (continued)
 - During arrival, only Pre-K family vehicles would have access to the front of the building.
 - This does not alleviate the need for school buses to pass queued dismissal family vehicles on the school driveway on their way to the dedicated bus area.
- Plan B – All family vehicles enter via the school driveway and exit the parking lot onto the access road. Only school buses enter and exit via the school driveway. Arrival and dismissal would follow the same new procedure.
 - This would move the dismissal student pick up/valet area to the parking lot from the front of the school.
 - This would allow the dedicated school bus area to relocate to the school's front door.
 - Concerns include the buses being able to make the turning radius in front of the school or if they would need to proceed to the hardtop area to do so, the logistics of dismissing students to family vehicle from the parking lot, and the need for additional signage for the queueing of family vehicles within the parking lot. For the latter, when the valet area is full, family vehicles could queue in the current dismissal practice but enter the valet lane instead of the driveway when space is available.
 - Only Pre-K family vehicles would have access to the front of the building.

Recommendations: Summary

1. Consider modifying the school circulation plan to include the access road (continued)

- Plan C – All school traffic enters via the school driveway and only school buses exit via the access road. Arrival and dismissal would follow the same new procedure.
 - This would move the arrival student drop off/valet area to the front of the school from the parking lot.
 - Concerns are whether school buses have an adequate turning radius to make a right turn onto Main St. and the increase of traffic in the Pre-K parking area.
 - This does not alleviate buses needing to pass queued dismissal family vehicles on the school driveway on their way to the dedicated bus area.

- Plan D – All school traffic enters via the school driveway and exits via the access road. Arrival and dismissal would follow the same new procedure.
 - This would move the arrival student drop off/valet area to the front of the school from the parking lot.
 - Concerns are whether school buses have an adequate turning radius to make a right turn onto Main St. and the increase of traffic in the Pre-K parking area. Buses (whether loaded or unloaded) must also wait in the queued family traffic to depart.
 - This does not alleviate buses needing to pass queued dismissal family vehicles on the school driveway on their way to the dedicated bus area.

Recommendations: Summary

1. Consider modifying the school circulation plan to include the access road (continued)

Plan A



Plan B



Legend

- Family Vehicle Arrival
- Family Vehicle Dismissal
- Buses and vans

Recommendations: Summary

1. Consider modifying the school circulation plan to include the access road (continued)

Plan C



Plan D



Legend

- Family Vehicle Arrival
- Family Vehicle Dismissal
- Buses and vans

Recommendations: Summary

2. Consider instituting the same procedure for arrival and dismissal - To improve student safety, student arrival and dismissal currently use different procedures with both relying on a dedicated bus area to the side/rear of the building and family vehicles using the parking lot and school's front door.

3. Improving pedestrian safety - West Newbury employs ladder-patterned crosswalks.
 - Consider having all crosswalks use the same pattern. The school property crosswalks should be the same pattern as used on municipal roadways.
 - Consider installing reflective crosswalk signage with reflective pole strips on the school driveway in both directions.
 - Consider placing flexposts along the crosswalk that abuts the front of the building and on the side of the Pre-K building. This would serve to highlight the pedestrian area from the abutting vehicle use and discourage parking on the crosswalk.
 - Consider using a portable pedestrian crossing sign on the parking lot crosswalk.

Recommendations: Summary

3. Improving pedestrian safety (continued)

- A staggered dismissal based on transportation modes helps to improve student safety by separating family vehicles from other modes. Consider having bussers, walkers, and bikers dismissed first followed by students using family vehicles.
- Consider creating an inviting pedestrian area by adding benches on the green space near the school gardens to make waiting for students a more enjoyable family experience.
- Consider educating families to walk on the side and not the middle of the school driveway. It should be treated as a road.
- Consider enlisting PTO volunteers to hand out arrival/dismissal plans and information during arrival and dismissal.
- Consider providing pedestrian and bike safety education for students either through your Outreach Coordinator or DESE-approved staff professional development.

Recommendations: Summary

4. Parent/Guardian education - While families appear to follow the school's arrival and dismissal procedure, it was observed that school rules did not apply to everyone.
 - Consider improved regulatory signage and pavement markings to delineate the bus loop, fire lanes, visitor, and Pre-K parking.
 - “NO IDLING” signage and education is suggested along the school building and parking areas.
 - Develop an arrival/dismissal plan that describes what is expected for each transportation mode and communicate it with families through newsletters and the school website.
 - Distribute Safe Routes to School Driver Awareness <https://www.mass.gov/info-details/safe-routes-to-school-education#driver-education-> and Arrival Dismissal fliers <https://www.mass.gov/info-details/safe-routes-to-school-education#student-safety-during-arrival-dismissal-> to parents/guardians. Each are available in nine languages.

Recommendations

Engineering

1. M.U.T.C.D. “NO IDLING” signage is suggested throughout as most family vehicles idled. Consider joining the MassDEP Green Team to qualify for free signage. <https://thegreenteam.org/>
2. Consider reflective crosswalk signage to increase pedestrian visibility on the school driveway.
3. Consider reflective portable in-road pedestrian crosswalk signage to increase pedestrian visibility in the parking lot.
4. Consider using flexposts along the perimeter of the school building’s crosswalk to increase its visibility and discourage family vehicles from queuing on it.
5. Consider installing “BUSES ONLY” signage to identify the bus loop.
6. Consider installing signage to identify “STAFF and VISITOR” from “Pre-K PARKING ONLY” areas.
7. Consider making the access road one-way with appropriate regulatory “ONE-WAY” and “DO NOT ENTER” signage.
8. Consider installing a stop line with “STOP” signage where the access road meets Main Street.
9. Consider installing “YIELD” signage where the school driveway meets the left side of the building near the access road entrance to provide a pause to exiting school traffic and priority to exiting hardtop and side staff parking vehicles and school buses.
10. Consider cutting back vegetation to make access road signage visible.
11. Consider altering access road signage based on arrival/dismissal procedures.
12. Consider installing a barrier in the parking lot area where the school driveway crosswalk connects with the parking lot stairs. Barrels, flexposts, or a permanent fence would prohibit drivers from confusing this pedestrian area with the school driveway or parking lot. This would also discourage pedestrians from walking in the parking lot’s valet exit area.

Recommendations

Engineering Continued

13. Consider installing “DO NOT ENTER” signage on the school driveway where the school driveway crosswalk connects with the parking lot stairs.
14. Consider highlighting and possibly expanding the pavement area to the right of the driveway guardrails to better indicate that this is the path that leads from the school driveway crosswalk to the parking lot crosswalk.
15. Consider adding “STOP” signage where the parking lot meets the access road to control access road traffic.
16. Consider eliminating the parking lot’s yellow hash marks and gate to allow for the through parking lot valet lane and the parking lot traffic entry to the access road.
17. Consider installing directional signage and/or pavement markings if the school’s front door will continue to be used by family vehicles as in the current dismissal procedure.
18. Consider using a cone in the exit area of the parking lot onto the school driveway if applicable with any dismissal plan.
19. Consider changing the faded sign identifying the community housing driveway.
20. Consider adding benches to the school garden area where families can wait for their students to make the area more welcoming.

SRTS Program Recommendations

Education

1. Require all staff working arrival dismissal to wear reflective vests
2. Offer pedestrian and bike safety training.
3. Integrate pedestrian and bike safety lesson plans into the school curriculum.
4. Incorporate SRTS-provided information about walking and biking to school in communications with parents/guardians.
5. Distribute SRTS safe driving and arrival dismissal information.
6. Add SRTS policy language to existing wellness and/or transportation policies.

Engagement

1. Develop an arrival dismissal plan that includes a map, text, and school hours. Include it on the school website.
2. Provide crossing guards with SRTS training guide, Stop Paddles, and video resources.
3. Facilities staff can receive free “No Idling” signs via the MassDEP Green Team.
4. Consult MA Complete Streets website for strategies to improve accessibility for all modes.
5. Ensure that all bus drivers follow the rules of the road and use of school bus flashing lights.

Evaluation

1. Conduct Arrival/Dismissal Observation to gain overview of current school conditions and travel mode split.
2. Conduct a Parent/Guardian Travel Survey to gauge how and where students travel to/from school.
3. Request a walkshed map based on spreadsheet of (anonymous) student addresses and zip codes. This is a useful step in selecting potential walking/biking routes.

Equity

1. Incorporate resources and opportunities for students of all abilities to participate in MA SRTS.
2. Provide SRTS resources in different languages.
3. Reach out to key municipal, parent/guardian, community, and school stakeholders to create sustainable change.
4. Review the SRTS Sustainability and Equity documents for ways to make your SRTS program more equitable and sustainable.

Encouragement

1. Participate in annual flagship events.
2. Create unique activities to get students walking and biking (e.g., Walking Wednesdays, Walking School Buses, Park and Walk). Students can record their progress using the SRTS-provided Walk Across America and Walk Across Massachusetts maps.
3. Establish a frequent walker / bicyclist program that rewards students who walk/bike to school a certain number of times. Rewards may be stickers or extra recess.
4. Support student participation in the SRTS Annual Yard Sign Contest.
5. Establish a SRTS Task Force.

Engineering

1. Review the “Pop-Up Projects for Safe Routes to School” <https://www.mass.gov/info-details/safe-routes-to-school-education#pop-up-projects-for-safe-routes-to-school> guide for ideas on quick build low-cost and no-cost tactical urbanism projects.
2. Apply for a “Signs and Lines” project grant (when available) to help improve signage and pavement markings on and around your school campus.
1. Apply for a SRTS Infrastructure Grant (when available) to support larger projects (\$100,000 to \$1,000,000) including sidewalks, signage, and pavement markings to improve active transportation safety.

Resources

Massachusetts Safe Routes to School

<https://www.mass.gov/safe-routes-to-school>

Safe Routes to School National Partnership

The Safe Routes Partnership is a national nonprofit organization working to advance safe walking and rolling to and from schools and in everyday life, improving the health and well-being of people of all races, income levels, and abilities, and building healthy, thriving communities for everyone.

<https://www.saferoutespartnership.org/>

MassDOT Municipal Resource Guide for Walkability

MassDOT created this Guide to help municipalities address some of the most common questions and challenges regarding walkability.

https://www.mass.gov/files/documents/2018/09/17/MunicipalResourcesGuideForWalkability_2018-08-24.pdf

MassDOT Complete Streets Program

The MassDOT Complete Streets Funding Program provides technical assistance and construction funding to eligible municipalities. Eligible municipalities must pass a Complete Streets Policy and develop a Prioritization Plan. All Program news, guidance, and registration information are available through an online Portal.

<https://www.mass.gov/complete-streets-funding-program>

Manual on Uniform Traffic Control Devices

The Federal Highway Administration's guide to traffic control devices for all public streets, highways, bikeways, and private roads open to public travel.

<https://mutcd.fhwa.dot.gov/>

Traffic Safety Grants

<https://www.mass.gov/service-details/traffic-safety-grants>

Mass DEP Green Team

THE GREEN TEAM is an interactive educational program that empowers students and teachers to help the environment through waste reduction, recycling, composting, energy conservation and pollution prevention. Participating classes receive certificates of recognition and are eligible to win awards.

<https://thegreenteam.org/>

Massachusetts Anti-Idling Law

This state law outlines that any vehicle idling for more than five minutes is excessive. Many Massachusetts communities have stricter local by-laws.

<https://malegislature.gov/laws/generallaws/parti/titlexiv/chapter90/section16a>

Massachusetts Handsfree Law

<https://malegislature.gov/laws/generallaws/parti/titlexiv/chapter90/section12a>

Massachusetts Bicycle Laws

These laws require following rules of the road and helmet use for youth aged 16 or younger.

<https://www.mass.gov/info-details/massachusetts-law-about-bicycles#massachusetts-laws->

Massachusetts School Zone Law

The school zone is defined as a 300-foot radius of the real property comprising a school property.

<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXV/Chapter94c/Section32j>

MassTrails Grants

MassTrails provides matching grants to communities, public entities and non-profit organizations to design, create, and maintain the diverse network of trails, trail systems, and trails experiences used and enjoyed by Massachusetts residents and visitors. Applications are accepted annually for a variety of well-planned trail projects benefiting communities across the state.

<https://www.mass.gov/guides/masstrails-grants>

Appendix A: Arrival Observations

- 7:45 a.m. - Pre-K families begin to drop off their students by parking in the front area parking spots and walking their students into the building. Eighteen PreK students arrive.
- 8:08 a.m. - One staff member arrives and works as a crossing guard at the upper driveway crosswalk. He uses STOP paddles but does not wear a reflective vest. Three Pre-K students arrive.
- 8:10 a.m. - Two staff members with walkie talkies arrive and remove cones in the lower parking lot's valet drop-off area. They do not wear reflective vests. One elementary family vehicle drops off in the valet area and two park in the lot and walk their students into the building. Two Pre-K students arrive.
- 8:15 a.m. - Four elementary family vehicles drop off in the valet area, seven park in the lot, and six walk their students into the building. One student walks through the parking lot unattended. Three buses arrive and unload in the designated bus area. A van arrives, unloads in front of the building, and makes a U-turn to exit.
- 8:20 a.m. - Twelve elementary family vehicles drop off in the valet area and eight park in the lot and walk their students into the building. Two buses arrive.
- 8:25 a.m. - Sixteen elementary family vehicles drop off in the valet area and eight park in the lot and walk their students into the building. One bus arrives and four exit.
- 8:30 a.m. - Three elementary family vehicles drop off in the valet area and six park in the lot and walk their students into the building. Two buses exit.
- 8:35 a.m. - Two elementary family vehicles drop off in the valet area and eight park in the lot and walk their students into the building.
- 8:37 a.m. - Staff replace the cones blocking the lower lot drop-off area and depart.
- 8:40 a.m. - Three elementary family vehicles park in the lot and walk their students into the building. One Pre-K student arrives, and four elementary students are dropped off at the school's front door.
- 8:45 a.m. - Two elementary family vehicles park in the lot and walk their students into the building. Two Pre-K students arrive. Two family vehicles park in the upper lot and walk their students into the building.

Appendix B: Dismissal Observations

- 2:00 p.m. - Three family vehicles park in the parking area in front of the school and idle excessively.
- 2:05 p.m. - Two family vehicles queue directly in front of the school on the school driveway, and one parks in the parking area in front of the school.
- 2:10 p.m. - One family vehicle queues in the parking lot and idles excessively.
- 2:20 p.m. - Two family vehicles queue in the parking lot.
- 2:25 p.m. - Six family vehicles queue in the parking lot.
- 2:30 p.m. - One family vehicle queues directly in front of the school on the school driveway and two queue in the parking lot.
- 2:35 p.m. - Eight family vehicles queue on the school driveway, going beyond the crosswalk. One family vehicle queues in the parking lot. One van arrives.
- 2:40 p.m. - Five family vehicles queue on the school driveway, and three queue in the parking lot.
- 2:45 p.m. - Thirteen family vehicles queue in the parking lot and one family vehicle queues on the school driveway. The first bus arrives and bypasses the driveway queue line. Two parents/guardians wait at the front door.
- 2:50 p.m. - Six family vehicles queue in the parking lot. Two buses arrive and bypass the driveway queue. One staff mans the crosswalk with a STOP paddle and another wearing a reflective vest is positioned at the mouth of the parking lot where it meets the school driveway. The latter is to ensure that no additional family vehicles queue on the school driveway. A car horn is heard.
- 2:55 p.m. - Eight family vehicles queue in the parking lot. Two buses arrive and bypass the school driveway queue. About ten adults leave their parking lot vehicles and wait at the school's front door.
- 3:00 p.m. - The van exits. Four family vehicles queue in the parking lot. Family vehicles begin to move forward on the school driveway. Many staff emerge at the front of the building to help with dismissal, none wearing reflective vests.
- 3:04 p.m. - Once the driveway queue has finished, staff help direct parking lot vehicles into the driveway. Two walkers were observed.
- 3:10 p.m. - The two staff manning the parking lot and driveway depart. Two additional family vehicles queue at the school's front door.
- 3:13 p.m. - All students have been dismissed.

Angus Jennings

From: Kevin Dandrade [REDACTED]
Sent: Friday, March 15, 2024 11:44 AM
To: Angus Jennings
Cc: DPW Projects; Highway; Rebecca Dean; Dylan Skinner
Subject: RE: Status check, Rte 113 & Page School
Attachments: Funding Estimate Summary_3-15-2024 - Limited.docx

Hi Angus. Here is an amended budget summary assuming only the critical elements related to the ped project and the concept design for the school circulation. Please give me a call on my mobile with any questions since I will be out of the office this afternoon through Tuesday afternoon.

Thanks.

-Kev

Kevin R. Dandrade, PE, PTOE
Principal



[Interested in joining our team? Apply here!](#)

From: Angus Jennings <townmanager@wnewbury.org>
Sent: Wednesday, March 13, 2024 1:29 PM
To: Kevin Dandrade [REDACTED]
Cc: DPW Projects <dpwprojects@wnewbury.org>; Highway <highway@wnewbury.org>; Rebecca Dean [REDACTED]
Subject: RE: Status check, Rte 113 & Page School

Kevin,

Thanks for this. If the Town wanted to “stay the course” with the present ped crossing at Page/Pipestave (i.e. set aside the idea of driveway widening for the time being), could we proceed only with:

- Any work associated with potential ROW/retaining wall changes resulting from ongoing MDOT review; and
- School circulation planning/concept design/alternatives?

If so, it seems clear that the cost for the second item would be \$25,500. IF the first item (above) can be disaggregated from the idea of driveway widening, any idea what that would cost?

Given the expense, and the status of the Town’s ongoing Page Study Conditions Assessment (which will inform community conversations about long-term planning/use of Page School), I don’t think Finance Committee and voters will have an appetite for this level of expense, but if there are things we already know we’ll need to do (re MDOT ROW, retaining wall), I’d like to still go ahead with that funding proposal; and (at a staff level) we would also be prepared to advocate for the \$25,500 for circulation planning/concept planning.

Happy to connect by phone if simpler –

Thanks,
Angus

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

From: Kevin Dandrade [REDACTED]
Sent: Wednesday, March 13, 2024 1:13 PM
To: Angus Jennings <townmanager@wnewbury.org>
Cc: DPW Projects <dpwprojects@wnewbury.org>; Highway <highway@wnewbury.org>; Rebecca Dean [REDACTED]
Subject: RE: Status check, Rte 113 & Page School

Angus,

Please find the attached task and funding summary for the requested scope for a school circulation study and design related to widening the driveway. While preparing this, I was reminded that we need coverage for the potential wall changes and right-of-way modifications along the secondary driveway.

These are programming fee estimates and we can fine-tune our scope and fee numbers if it passes at Town Meeting and proceed toward a contract amendment.

Please let me know if you have any questions or suggested task changes. I am available to discuss this here and there tomorrow and Friday morning. I will be out of the office next Monday and Tuesday so please reach out this week if possible.

Thanks.

-Kev

Kevin R. Dandrade, PE, PTOE
Principal



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Dr. John C. Page School Infrastructure Planning & Design

Programming / Funding Estimate (TEC, Inc.)

March 15, 2024

| <u>Task</u> | <u>Approximate Fee</u> |
|---|-------------------------------|
| School Circulation Planning/Concept Design/Alternatives | \$19,500 |
| Driveway Traffic Data & Analysis | <u>\$6,000</u> |
| Subtotal | \$25,500 |
| <hr/> | |
| Supplemental Field Survey | \$3,000 |
| State Highway Layout Plan Alteration | \$5,000 |
| Geotechnical Sampling/Reporting (if required) | \$15,000 |
| Retaining Wall Layout / Grading | <u>\$20,000</u> |
| Subtotal | \$43,000 |
| <hr/> | |
| Total Funding Request | \$68,500 |

Notes:

- This fee estimate does not include survey and preliminary/final design on on-site circulation changes – it is currently provided for a study/concept phase only.
- The retaining wall task includes layout and grading with the assumption that any pre-cast segmental wall design will be stamped by the supplier/manufacturer using TEC's layout and any supporting geotechnical data and reporting, if required.

ARTICLE REQUEST FORM

ARTICLE: Funds to design/engineer improved internal site/vehicular/pedestrian circulation at the Page School

AMOUNT REQUESTED: TBD

CONTACT PERSON: Angus Jennings, Town Manager

PHONE NUMBER: 978-363-1100 ext. 115

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

For the past couple of years, Town and School officials have been working together to review existing site circulation patterns at the Page School, particularly during peak hours of student pick-up/drop-off. It is a complicated site due to it housing an elementary school, a pre-school (Children's Castle), core Town operations (both Water Dept., DPW Highway and DPW Facilities garages), and housing units (owned and managed by the West Newbury Housing Authority). The site also sees periodic visitors beyond these populations due to the School's location in proximity to several extensive trails networks to the north (Riverbend conservation area) and (across Route 113) to the south (Pipestave Hill / Mill Pond).

In 2021, the Page School Principal engaged with the Massachusetts Safe Routes to Schools (SRTS) office, and that office's Senior Outreach Coordinator prepared a report including both Arrival/Dismissal Observations, and a number of alternative conceptual improvements. More recently, the Town Manager convened a Town and School working group including key Town departments (incl. DPW/Highway, Police, and Water) and PRSD and Page School facilities and administration. This work led to refinement of the SRTS concepts, and preparation of an initial conceptual sketch showing potential changes to driveway layout and configuration. The Town has recently engaged a traffic engineer to review this concept to determine potential feasibility. As part of its review, the Town would also like to evaluate and consider potential improvements to site lighting.

The purpose of the proposed funding article is to provide resources to engage further engineering/design work in order to prepare engineered plans that would be suitable to estimate costs to construct improvements as may be proposed. The goal of this initiative would be to arrive at an agreed plan over the next year or so, with the intent to pursue construction funding as early as FY26.

What factors affect the timing of this purchase?

While there is currently a study of Page School underway, and that is expected to inform the Town's long-term planning regarding continued use of the facility as an elementary school, unless/until there is a reason to assume otherwise, the baseline assumption would be that the Page School will continue to serve as the Town's elementary school for many years to come. It is in all parties' interests to make the facility as safe as possible. Knowing that the current circulation system has real challenges, it would be good to proceed with this multi-year effort to explore potential improvements so these could be considered for implementation at a future Town Meeting.

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

June 30, 2026. (Goal is to complete by end of FY25 but could be extended if unforeseen events).

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

If the engineering work results in a plan that is supported by the Select Board (as the custodial body of the Page School), PRSD officials, and Town and Public Safety departments, it would be expected to result in a subsequent request (at a future Town Meeting) for construction funding.

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.

Comment and Resolution Form

PERMIT #: 4-2023-0444

PERMIT TYPE: Traffic Signals & Flashers - Install rapid flash beacon

LOCATION: ,

APPLICANT: WEST NEWBURY Public Works AGENT: Samuel Gregorio

SUBMITTAL: 25%

SUBMITTED BY: April Antonelli



DATE: Oct 04, 2023

| NO. | SHEET OR ITEM | COMMENT | DOCUMENT UPLOADED? | INITIAL ACTION | RESPONSE | QC REVIEW INITIAL | FINAL ACTION VERIFIED |
|--|---------------|---|-----------------------|----------------|----------|-------------------|-----------------------|
| COMPLETED BY REVIEWER | | | COMPLETED BY DESIGNER | | | | |
| PROJECT DEVELOPMENT (Greg Smith) Submission Type/#: 1 - One | | | | | | | |
| 1 | | PROP PERMANENT EASEMENT (Sheet 4 of 12) is not allowed by MassDot. The applicant needs to acquire a Layout Alteration for the proposed sidewalk on the school driveway to be inside the SHLO. | | | | | |
| 2 | | Without a Layout Alteration the proposed sidewalk on the school driveway (Sheet 4 of 12) needs to be relocate the within the SHLO (i.e. from the bumpout to the tie-in point) OR R&R existing stone wall to locate the sidewalk behind the layout line before connecting to the bumpout. | | | | | |
| TRAFFIC (Tim Roberts) Submission Type/#: 1 - One | | | | | | | |
| 1 | Sheet 2 | Label the pavement markings widths, lengths, and gap segments. | | | | | |
| 2 | Sheet 4/5 | Please label the radii (existing and proposed). | | | | | |
| 3 | Sheet 5 & 8 | Correct S1-1L and S1-1R signs to standard S1-1. This comment applies to Sheet 5 & Sheet 8. | | | | | |
| 4 | | Provide detail(s) of proposed 8' TS posts and crossing timing calculation(s). | | | | | |
| 5 | Sheet 7 | Add note, "The first ten (10) plastic drums of a taper shall be mounted with sequentially flashing lights when used for night work between dusk and dawn", to Sheet 7's notes. | | | | | |
| 6 | Sheet 7 | Consider adding lane shift closure detail to TMP. | | | | | |
| 7 | | Please provide additional information regarding the crossing; Why are horseback riders needing to cross the street? Are horses going to/from the school? Why not have a shared crosswalk instead of 2 separate? Was the use of W11-7 signs considered? Can improvements be made (along Main St) to improve sight distance to the crosswalk/driveways? | | | | | |
| 8 | | Is there any record of the existing school zone? Please provide. | | | | | |

COLUMN "NO." PREFIX FOR COMMENT NO'S - PLANS =P, SPEC. PROVS=S, EST.=E, CALC BOOK=C, BRIDGE CALCS=D, OTHER = O

"ACTION" A=WILL INCORPORATE, B=WILL EVALUATE, C=N/A

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION HIGHWAY DIVISION

WEST NEWBURY
MAIN STREET (ROUTE 113)

| STATE | FED. AID PROJ. NO. | SHEET NO. | TOTAL SHEETS |
|-------|--------------------|-----------|--------------|
| MA | - | 1 | 13 |

PROJECT FILE NO. -
TITLE SHEET & INDEX

PLAN OF
MAIN STREET (ROUTE 113)

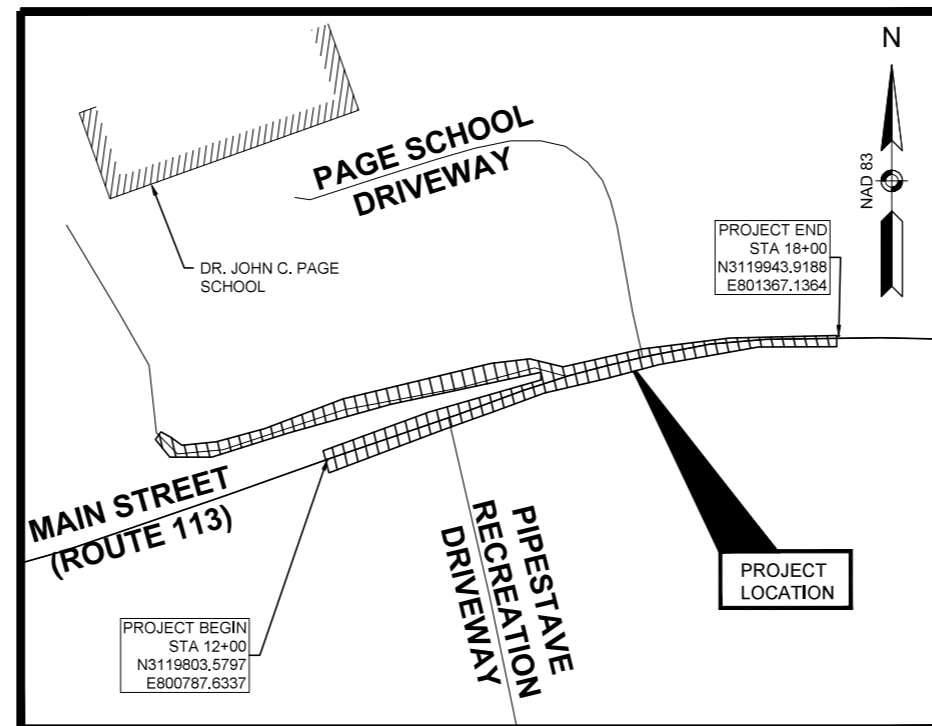
IN THE TOWN OF
WEST NEWBURY
ESSEX COUNTY

THESE PLANS ARE SUPPLEMENTED BY THE OCTOBER 2017 CONSTRUCTION STANDARD DETAILS, THE 2015 OVERHEAD SIGNAL STRUCTURE AND FOUNDATION STANDARD DRAWINGS, MASSDOT TRAFFIC MANAGEMENT PLANS AND DETAIL DRAWINGS, THE 1990 STANDARD DRAWINGS FOR SIGNS AND SUPPORTS, THE 1968 STANDARD DRAWINGS FOR TRAFFIC SIGNALS AND HIGHWAY LIGHTING, AND THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK.

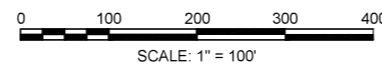
25% SUBMITTAL

INDEX

| SHEET NO. | DESCRIPTION |
|-----------|--|
| 1 | TITLE SHEET & INDEX |
| 2 | LEGEND & ABBREVIATIONS |
| 3 | TYPICAL SECTIONS, CONSTRUCTION NOTES, AND PAVEMENT NOTES |
| 4 | CONSTRUCTION PLAN |
| 5 | TRAFFIC SIGN AND PAVEMENT MARKING PLAN |
| 6-7 | TEMPORARY TRAFFIC CONTROL PLANS |
| 8-10 | CONSTRUCTION DETAILS |
| 11-13 | CROSS SECTIONS |



| DESIGN DESIGNATION (MAIN STREET/ROUTE 113) | |
|--|--------------------------|
| DESIGN SPEED | 45 MPH |
| ADT (2023) | 8,605 |
| ADT (2033) | 9,070 |
| K | 9.4% |
| D | 61.7% WB |
| T (PEAK HOUR) | 12.3% |
| T (AVERAGE DAY) | 9.9% |
| DHV | 853 VPH |
| DDHV | 526 VPH |
| FUNCTIONAL CLASSIFICATION | URBAN PRINCIPAL ARTERIAL |



PROJECT LENGTH = 600.00 FEET = 0.114 MILES

| DATE | DESCRIPTION | REV # |
|------------|----------------|-------|
| 06/30/2023 | 25% SUBMISSION | - |



APPROVED

CHIEF ENGINEER _____ DATE _____



282 Merrimack St
2nd Floor
Lawrence, MA 01843
978-794-1792

311 Main Street
2nd Floor
Worcester, MA 01608
508-868-5104

169 Ocean Blvd, Unit 3
PO Box 249
Hampton, NH 03842
603-601-8154

www.TheEngineeringCorp.com

CONSTRUCTION NOTES:

- EXISTING CONDITIONS INFORMATION IS THE RESULT OF AN ON-THE-GROUND INSTRUMENT SURVEY PERFORMED BY HANCOCK ASSOCIATES IN MAY 2023.
- ALL EXISTING STATE, COUNTY, AND TOWN LOCATION LINES HAVE BEEN ESTABLISHED FROM AN ACTUAL ON-THE-GROUND SURVEY. ALL PRIVATE PROPERTY LINES HAVE BEEN ESTABLISHED FROM AVAILABLE INFORMATION AND THEIR EXACT LOCATION ARE NOT GUARANTEED.
- THE HORIZONTAL DATUM SHOWN HEREON REFERENCES THE MASSACHUSETTS COORDINATE SYSTEM, NAD83 MAINLAND ZONE. THE VERTICAL DATUM SHOWN HEREON IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). SAID DATUMS WERE ESTABLISHED VIA GPS OBSERVATIONS UTILIZING NAD83 (NA2011) EPOCH 2010.00 (MYCS2) AND GEOID 18.
- THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL CONTACT DIGSAFE (1-888-DIGSAFE) A MINIMUM OF 72 HOURS PRIOR TO ANY CONSTRUCTION TO VERIFY THE LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
- WHERE AN EXISTING UTILITY IS FOUND TO CONFLICT WITH THE PROPOSED WORK, THE LOCATION, ELEVATION AND SIZE OF THE UTILITY SHALL BE ACCURATELY DETERMINED WITHOUT DELAY BY THE CONTRACTOR, AND THE INFORMATION FURNISHED TO THE ENGINEER FOR RESOLUTION OF THE CONFLICT.
- ALL MUNICIPALLY OWNED UTILITY STRUCTURES (CATCH BASINS, DRAIN MANHOLES, WATER GATES, ETC.) SHALL BE ADJUSTED BY THE CONTRACTOR TO FINISHED GRADE UNLESS DIRECTED OTHERWISE.
- ALL PRIVATELY OWNED UTILITY STRUCTURES (GAS GATES, ELECTRIC/TELEPHONE MANHOLES, ETC.) SHALL BE ADJUSTED TO FINISHED GRADE BY THE PRIVATE UTILITY COMPANY, UNLESS OTHERWISE DIRECTED. THE CONTRACTOR SHALL COORDINATE WITH PRIVATE UTILITY COMPANIES FOR THE ALTERATION AND ADJUSTMENT, AS NECESSARY.
- THE TERM "PROPOSED" (PROP) MEANS WORK TO BE CONSTRUCTED USING NEW MATERIALS OR, WHERE APPLICABLE, RE-USING EXISTING MATERIALS IDENTIFIED AS "REMOVE AND RESET" (R&R), AS APPROVED BY THE ENGINEER.
- THE TERM "MEET EXIST" MEANS TO MEET BOTH THE EXISTING ALIGNMENT AND ELEVATION.
- AREAS OUTSIDE THE LIMITS OF PROPOSED WORK DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.
- ALL DISTURBED AREAS OUTSIDE THE PROPOSED EDGE OF PAVEMENT SHALL BE STABILIZED WITH 4" LOAM AND SEED, UNLESS OTHERWISE NOTED.
- ALL EXISTING TREES WITHIN 10' OF THE LIMIT OF GRADING SHALL BE RETAINED AND PROTECTED WITH TREE PROTECTION UNLESS INDICATED OTHERWISE ON THE PLANS. ALL PROVIDED DIMENSIONS REFER TO THE DIAMETER AT BREAST HEIGHT.
- IN INSTANCES WHERE AN EXISTING MANHOLE, HANDHOLE, OR OTHER "SURFACE" TYPE STRUCTURE THAT IS NOT CALLED OUT TO BE REMOVED OR RESET IS WITHIN THE PROPOSED OR EXISTING (IF RECIPROCAL OR WITHIN PROJECT LIMITS) ACCESSIBLE SURFACE, THE STRUCTURE SHALL BE CAREFULLY ADJUSTED SUCH THAT THE TOP MOST SURFACES OR THE STRUCTURE COVER SHALL BE FLUSH WITH THE CURB RAMP SURFACE.
- ALL EXISTING GRANITE CURB AND EDGING THAT MEETS SPECIFICATIONS SHALL BE REUSED IN THE PROPOSED WORK, AS APPROVED BY THE ENGINEER.
- DETECTABLE WARNING PANELS ARE REQUIRED ON ALL PROPOSED WHEELCHAIR RAMPS AND SHALL BE INSTALLED IN ACCORDANCE WITH MASSDOT CONSTRUCTION STANDARDS.
- EXTRA CARE SHALL BE TAKEN WHILE CONSTRUCTING SIDEWALK ADJACENT TO THE BALANCED STONE WALL ALONG THE NORTH SIDE OF THE PAGE SCHOOL DRIVEWAY, IN ORDER TO MINIMIZE IMPACTS TO THE STONE WALL. THE EXISTING GROUND SHALL ONLY BE EXCAVATED DOWN TO TOP OF EXISTING SUBBASE WHERE THE EXISTING SUBBASE WILL BE COMPACTED AND LEVELED AS REQUIRED BEFORE IT IS PAVED OVER WITH NEW HMA SIDEWALK. IF THE EXISTING STONE WALL IS DAMAGED DURING CONSTRUCTION, CONTRACTOR SHALL RESET THE BALANCED STONE WALL AND RESTORE IT TO ITS EXISTING CONDITIONS.
- IN AREAS OF EXISTING ROADWAY / SIDEWALK WHERE LOAM AND SEED IS PROPOSED, THE CONTRACTOR SHALL REMOVE THE EXISTING ROADWAY / SIDEWALK AND SUBBASE AND REPLACE WITH SUITABLE EXCAVATED MATERIAL AND PROPOSED 4" LOAM AND SEED TO MEET FINAL GRADE.
- ALL EXISTING PAVEMENT MARKINGS THAT CONFLICT WITH PROPOSED MARKINGS SHALL BE REMOVED BY APPROVED METHODS.

PAVEMENT NOTES

PROPOSED HMA SIDEWALK

SURFACE: 1 1/4" SUPERPAVE SURFACE COURSE - 9.5 (SSC - 9.5) OVER 1 1/4" SUPERPAVE SURFACE COURSE - 12.5 (SSC - 12.5) OVER

BASE: 8" SUITABLE EXISTING GRAVEL; ADD GRAVEL BORROW, TYPE b AS REQUIRED

PROPOSED CEMENT CONCRETE PEDESTRIAN CURB RAMP

SURFACE: 4" CEMENT CONCRETE (4000 PSI, 3/4", 610)

BASE: 8" SUITABLE EXISTING GRAVEL; ADD GRAVEL BORROW, TYPE b AS REQUIRED

PROPOSED TEMPORARY PAVEMENT TRENCH PATCH

SURFACE: 2 1/2" HMA FOR TEMPORARY ASPHALT PATCHING

BASE: EXISTING MATERIAL SUITABLE FOR RE-USE (SEE VARIOUS TRENCH DETAILS)

PROPOSED GRAVEL PATH

SURFACE: 8" DENSE GRADED CRUSHED STONE (PLACED IN 4" (MAX) LIFTS)

BASE: EXISTING MATERIAL

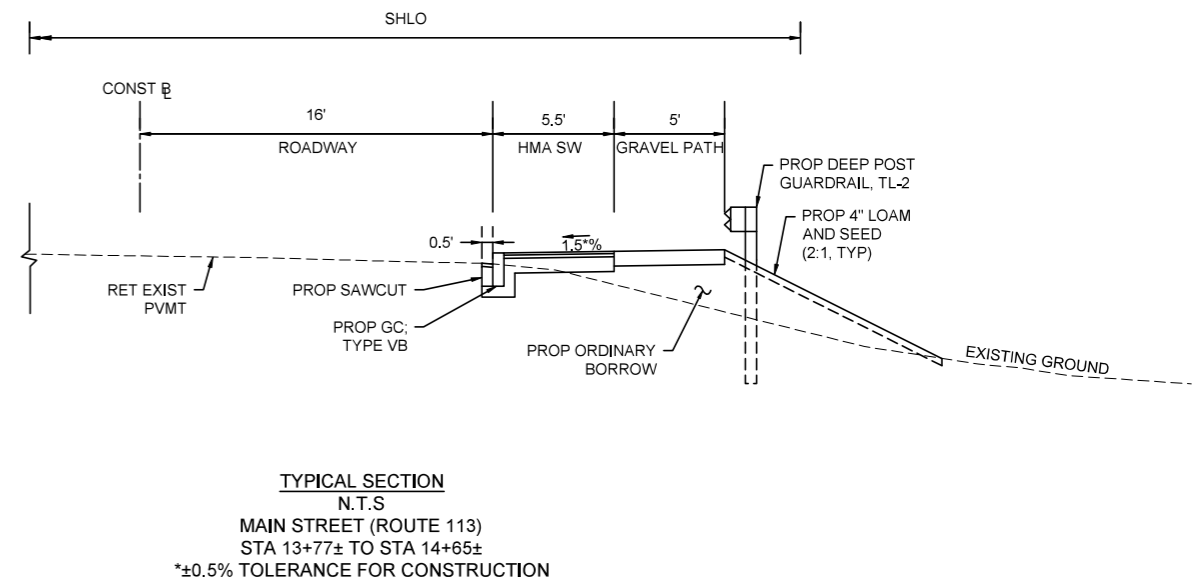
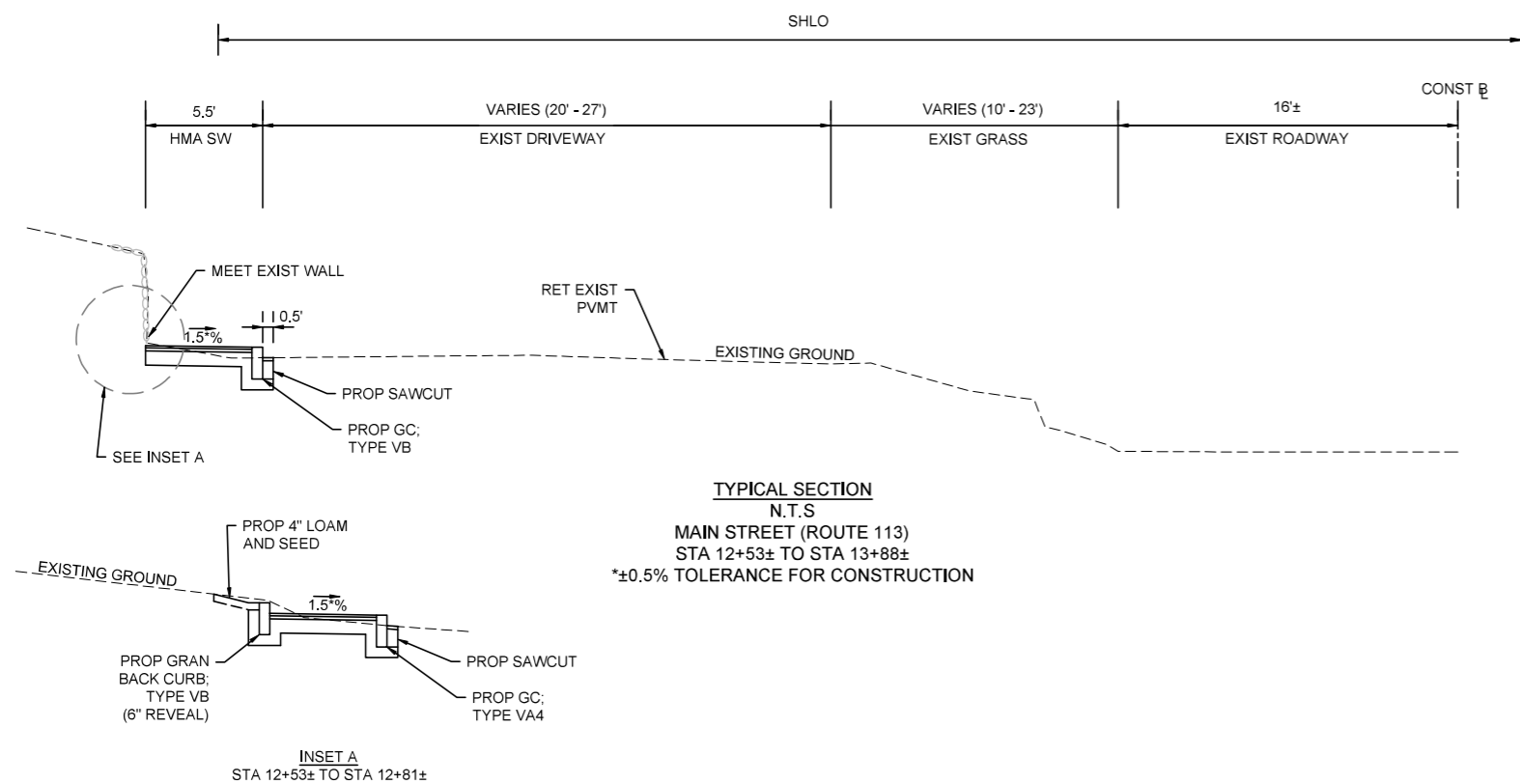
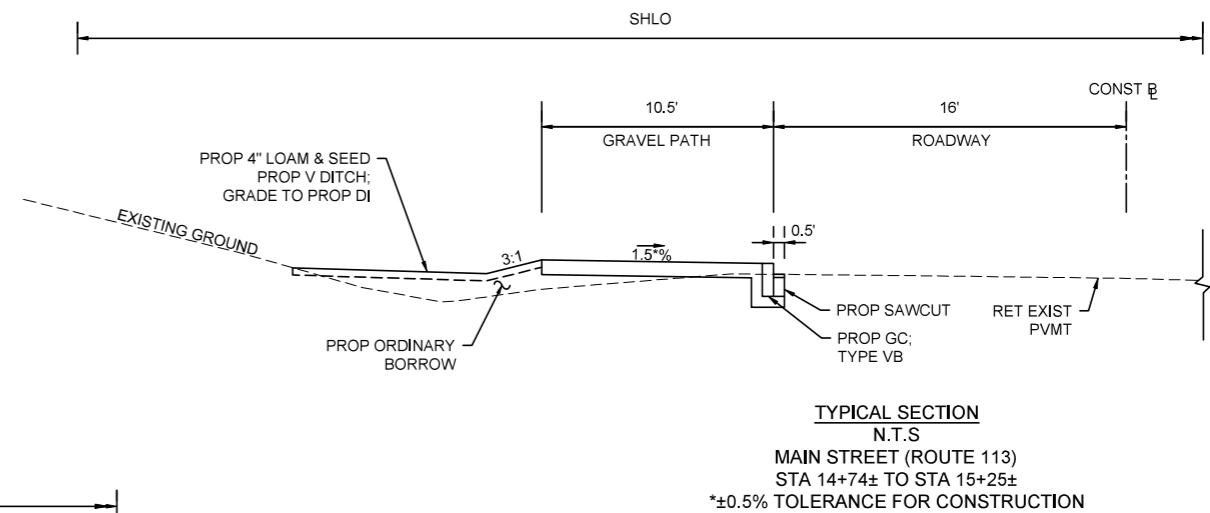
GENERAL PAVEMENT NOTES

- ASPHALT EMULSION FOR TACK COAT SHALL BE APPLIED BETWEEN ALL ASPHALT SURFACES AND SAWCUT JOINTS BEFORE PAVING. HMA JOINT ADHESIVE SHALL BE APPLIED TO ALL COLD JOINTS (LONGITUDINAL AND TRANSVERSE) BEFORE PAVING SURFACE COURSE. ASPHALT EMULSION FOR TACK COAT SHALL BE APPLIED AT A RATE CONSISTENT WITH MASSDOT STANDARD SPECIFICATION 450.43G2. ALL SURFACES SHALL BE CLEAN OF ALL ORGANICS, DEBRIS AND SAND PRIOR TO PAVING.
- HMA FOR WALKS AND DRIVEWAYS SHALL BE IN ACCORDANCE WITH SECTION 700.
- ALL HMA SHALL BE IN ACCORDANCE WITH SECTION 450.
- ASPHALT EMULSION FOR TACK COAT SHALL BE RS-1H TO RESIST TRACKING OF TACK BY HAUL VEHICLES.
- ALL GRAVEL BORROW MEETING SPECIFICATION SHALL BE RETAINED IN PLACE, COMPACTED, AND LEVELED AS REQUIRED.

**WEST NEWBURY
MAIN STREET (ROUTE 113)**

| STATE | FED. AID PROJ. NO. | SHEET NO. | TOTAL SHEETS |
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| PROJECT FILE NO. - | | | |

**TYPICAL SECTIONS,
CONSTRUCTION NOTES, AND
PAVEMENT NOTES**



**WEST NEWBURY
MAIN STREET (ROUTE 113)**

| STATE | FED. AID PROJ. NO. | SHEET NO. | TOTAL SHEETS |
|--------------------|--------------------|-----------|--------------|
| MA | - | 4 | 13 |
| PROJECT FILE NO. - | | | |

CONSTRUCTION PLAN

LEGEND:
PEDESTRIAN CURB RAMP

NOTE:
1. POTENTIAL TEMPORARY HOLDS REQUIRED FOR POLE; CONTRACTOR TO COORDINATE WITH UTILITY COMPANIES AS REQUIRED.

THE INHABITANTS OF THE TOWN OF WEST NEWBURY
DEED BOOK 5874 PAGE 216
PLAN BK.44, PG.27
(694 MAIN ST)
(Parcel ID 0230 0000 00230)
"DR. JOHN C. PAGE SCHOOL"

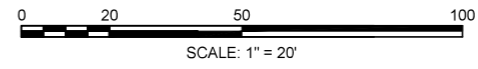
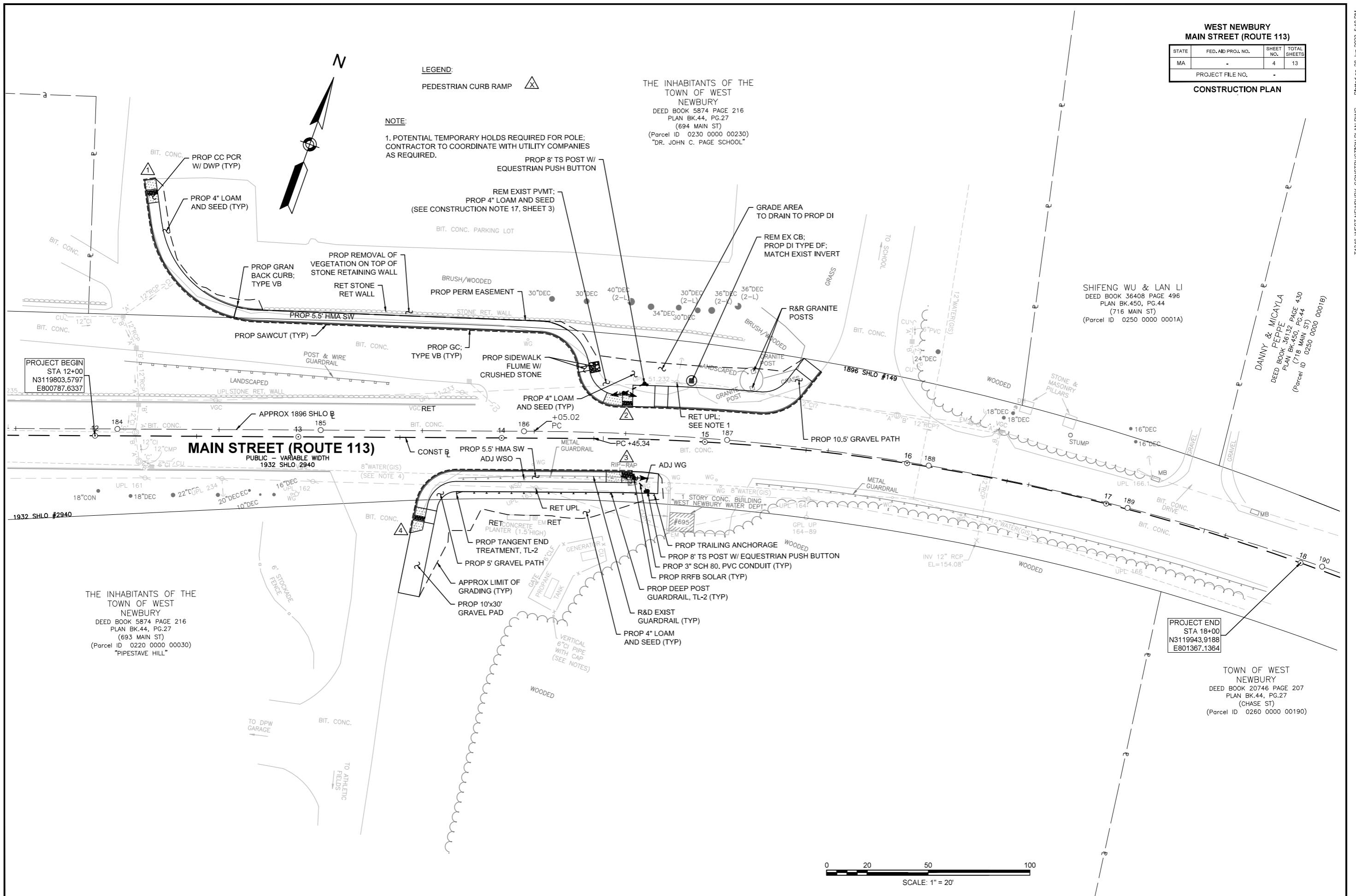
SHIFENG WU & LAN LI
DEED BOOK 36408 PAGE 496
PLAN BK.450, PG.44
(716 MAIN ST)
(Parcel ID 0250 0000 0001A)

DANNY & MICAYLA PEPPE
DEED BOOK 36132 PAGE 430
PLAN BK.450, PG.44
(718 MAIN ST)
(Parcel ID 0250 0000 0001B)

THE INHABITANTS OF THE TOWN OF WEST NEWBURY
DEED BOOK 5874 PAGE 216
PLAN BK.44, PG.27
(693 MAIN ST)
(Parcel ID 0220 0000 00030)
"PIPESTAVE HILL"

PROJECT END
STA 18+00
N3119943.9188
E801367.1364

TOWN OF WEST NEWBURY
DEED BOOK 20746 PAGE 207
PLAN BK.44, PG.27
(CHASE ST)
(Parcel ID 0260 0000 00190)



**WEST NEWBURY
MAIN STREET (ROUTE 113)**

| STATE | FED. AID PROJ. NO. | SHEET NO. | TOTAL SHEETS |
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PROJECT FILE NO. -

TRAFFIC SIGN AND PAVEMENT MARKING PLAN

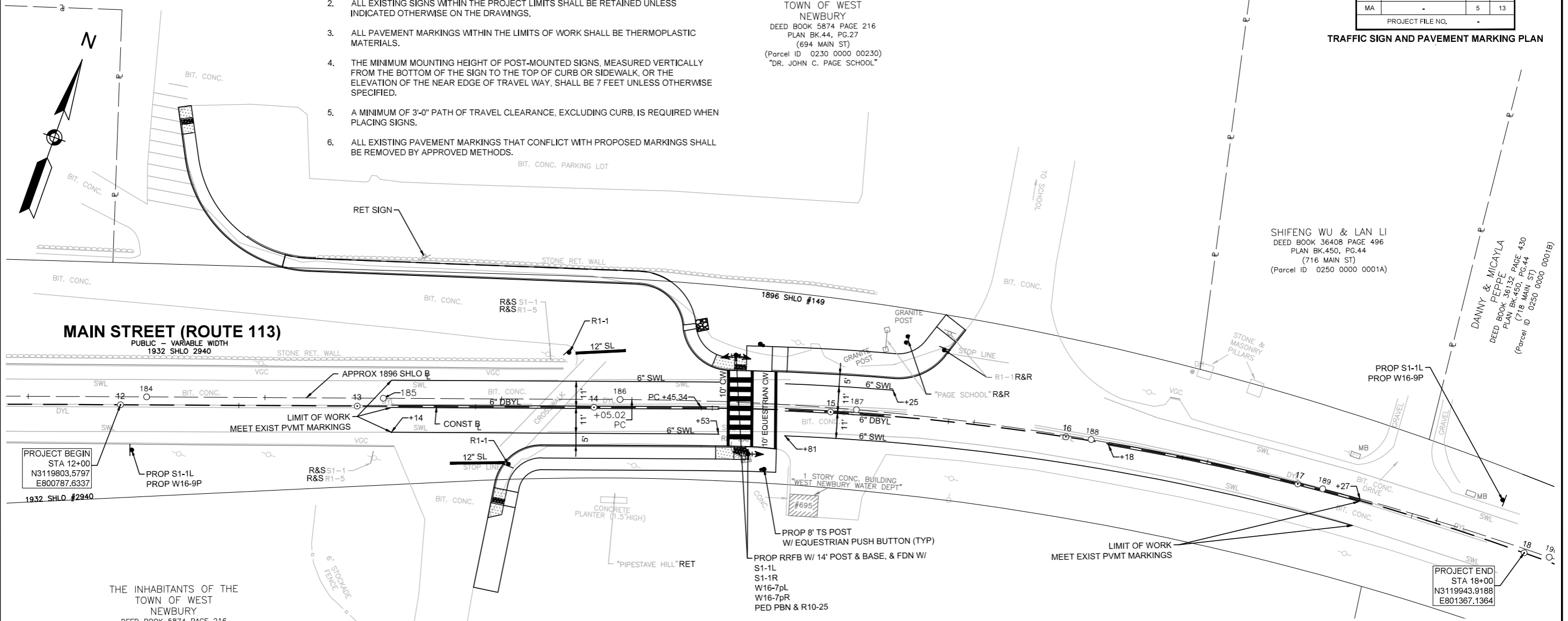
- NOTES:**
- SEE 2009 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS FOR TEXT AND LEGEND DIMENSIONS.
 - ALL EXISTING SIGNS WITHIN THE PROJECT LIMITS SHALL BE RETAINED UNLESS INDICATED OTHERWISE ON THE DRAWINGS.
 - ALL PAVEMENT MARKINGS WITHIN THE LIMITS OF WORK SHALL BE THERMOPLASTIC MATERIALS.
 - THE MINIMUM MOUNTING HEIGHT OF POST-MOUNTED SIGNS, MEASURED VERTICALLY FROM THE BOTTOM OF THE SIGN TO THE TOP OF CURB OR SIDEWALK, OR THE ELEVATION OF THE NEAR EDGE OF TRAVEL WAY, SHALL BE 7 FEET UNLESS OTHERWISE SPECIFIED.
 - A MINIMUM OF 3'-0" PATH OF TRAVEL CLEARANCE, EXCLUDING CURB, IS REQUIRED WHEN PLACING SIGNS.
 - ALL EXISTING PAVEMENT MARKINGS THAT CONFLICT WITH PROPOSED MARKINGS SHALL BE REMOVED BY APPROVED METHODS.

THE INHABITANTS OF THE TOWN OF WEST NEWBURY
DEED BOOK 5874 PAGE 216
PLAN BK.44, PG.27
(694 MAIN ST)
(Parcel ID 0230 0000 00230)
"DR. JOHN C. PAGE SCHOOL"

SHIFENG WU & LAN LI
DEED BOOK 36408 PAGE 496
PLAN BK.450, PG.44
(716 MAIN ST)
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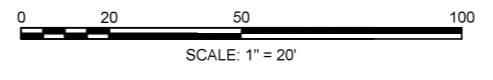
DANNY & MICAYLA PEPPE
DEED BOOK 36132 PAGE 430
PLAN BK.450, PG.44
(718 MAIN ST)
(Parcel ID 0250 0000 0001B)

THE INHABITANTS OF THE TOWN OF WEST NEWBURY
DEED BOOK 5874 PAGE 216
PLAN BK.44, PG.27
(693 MAIN ST)
(Parcel ID 0220 0000 00030)
"PIPESTAVE HILL"



PROJECT BEGIN
STA 12+00
N3119803.5797
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1932 SHLO #2940

PROJECT END
STA 18+00
N3119943.9188
E801367.1364



TRAFFIC SIGN SUMMARY

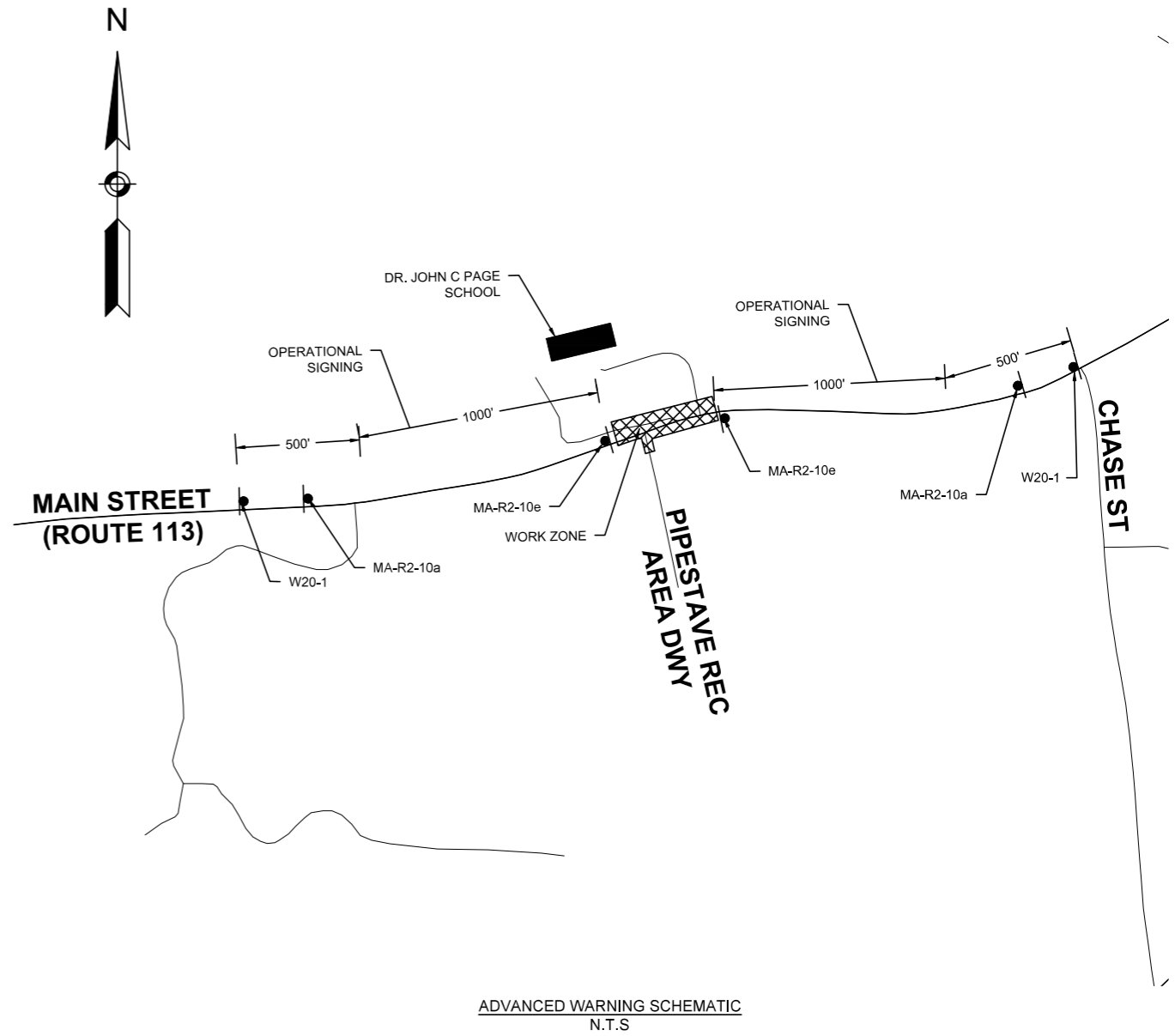
| IDENTIFICATION NUMBER | SIZE OF SIGN (in) | | LEGEND | TEXT DIMENSIONS (in) | | | NUMBER OF SIGNS REQUIRED | COLOR | | | SIZE AND NUMBER OF POSTS REQUIRED | UNIT AREA (SF) | TOTAL AREA (SF) |
|-----------------------|-------------------|--------|--------|----------------------|------------------|----------------|--------------------------|--------------------------|--------|--------|-----------------------------------|-----------------------------|-----------------|
| | WIDTH | HEIGHT | | LETTER HEIGHT | VERTICAL SPACING | ARROW RTE. MKR | | BACK-GROUND | LEGEND | BORDER | | | |
| R1-1 | 30 | 30 | | | | | 2 | RED | WHITE | WHITE | P5 2 | 6.25 | 12.50 |
| R10-25 | 9 | 12 | | | | | 2 | WHITE | BLACK | BLACK | MOUNT W/ RRFB | PAID FOR UNDER ITEM 824.221 | |
| S1-1L | 36 | 36 | | | | | 4 | FLUORESCENT YELLOW-GREEN | BLACK | BLACK | P5 2 MOUNT W/ RRFB (2) | 9.00 | 36.00 |
| S1-1R | 36 | 36 | | | | | 2 | FLUORESCENT YELLOW-GREEN | BLACK | BLACK | MOUNT W/ RRFB | PAID FOR UNDER ITEM 824.221 | |
| W16-7pL | 24 | 12 | | | | | 2 | FLUORESCENT YELLOW-GREEN | BLACK | BLACK | MOUNT W/ RRFB | PAID FOR UNDER ITEM 824.221 | |
| W16-7pR | 24 | 12 | | | | | 2 | FLUORESCENT YELLOW-GREEN | BLACK | BLACK | MOUNT W/ RRFB | PAID FOR UNDER ITEM 824.221 | |
| W16-9p | 24 | 12 | | | | | 2 | FLUORESCENT YELLOW-GREEN | BLACK | BLACK | MOUNT W/ S1-1 | 2.00 | 4.00 |

WEST NEWBURY
MAIN STREET (ROUTE 113)

| STATE | FED. AID PROJ. NO. | SHEET NO. | TOTAL SHEETS |
|------------------|--------------------|-----------|--------------|
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| PROJECT FILE NO. | | - | |

TEMPORARY TRAFFIC CONTROL PLANS - 1 OF 2

| IDENTIFICATION NUMBER | SIZE OF SIGN (in) | | LEGEND | TEXT DIMENSIONS (in) | | | COLOR | | | NUMBER OF SIGNS REQUIRED | UNIT AREA (SF) | TOTAL AREA (SF) |
|-----------------------|-------------------|--------|--------|-----------------------|------------------|----------------|---------------------|----------------|----------------|--------------------------|----------------|-----------------|
| | WIDTH | HEIGHT | | LETTER HEIGHT | VERTICAL SPACING | ARROW RTE. MKR | BACK-GROUND | LEGEND | BORDER | | | |
| MA-R2-10a | 48 | 36 | | MASSDOT STANDARD SIGN | | | FL. ORANGE WHITE | BLACK BLACK | BLACK BLACK | 2 | 12.00 | 24.00 |
| MA-R2-10e | 36 | 48 | | | | | FL. ORANGE WHITE | BLACK BLACK | BLACK BLACK | 2 | 12.00 | 24.00 |
| MA-W20-7b | 36 | 36 | | | | | FL. ORANGE | BLACK | BLACK | 2 | 9.00 | 18.00 |
| W5-1 | 36 | 36 | | SEE 2009 MUTCD | | | FL. ORANGE | BLACK | BLACK | 1 | 9.00 | 9.00 |
| W13-1p | 24 | 24 | | | | | FL. ORANGE | BLACK | BLACK | 2 | 4.00 | 8.00 |
| W20-1 | 36 | 36 | | | | | FL. ORANGE | BLACK | BLACK | 2 | 9.00 | 18.00 |
| W20-4 | 36 | 36 | | | | | FL. ORANGE | BLACK | BLACK | 2 | 9.00 | 18.00 |
| W21-5a | 36 | 36 | | | | | FL. ORANGE | BLACK | BLACK | 1 | 9.00 | 9.00 |



| STATE | FED. AID PROJ. NO. | SHEET NO. | TOTAL SHEETS |
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| PROJECT FILE NO. | | - | |

NOTES:

- ALL TEMPORARY TRAFFIC CONTROL WORK SHALL CONFORM TO THE LATEST EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) AND ALL REVISIONS, UNLESS SUPERCEDED BY THESE PLANS.
- ALL SIGN LEGENDS, BORDERS, AND MOUNTING SHALL BE IN ACCORDANCE WITH THE MUTCD.
- TEMPORARY CONSTRUCTION SIGNING AND ALL OTHER TRAFFIC CONTROL DEVICES SHALL BE IN PLACE PRIOR TO THE START OF ANY WORK.
- TEMPORARY CONSTRUCTION SIGNING, BARRICADES, AND ALL OTHER NECESSARY WORK ZONE TRAFFIC CONTROL DEVICES SHALL BE REMOVED FROM THE HIGHWAY OR COVERED WHEN THEY ARE NOT REQUIRED FOR CONTROL OF TRAFFIC.
- SIGNS AND SIGN SUPPORTS LOCATED ON OR NEAR THE TRAVELED WAY, CHANNELIZING DEVICES, BARRIERS, AND CRASH ATTENUATORS MUST PASS THE CRITERIA SET FORTH IN NCHRP REPORT 350, "RECOMMENDED PROCEDURES FOR THE SAFETY PERFORMANCE EVALUATION OF HIGHWAY FEATURES" AND/OR "MANUAL FOR ASSESSING SAFETY HARDWARE" (MASH).
- CONTRACTORS SHALL NOTIFY EACH ABUTTER AT LEAST 24 HOURS IN ADVANCE OF THE START OF ANY WORK THAT WILL REQUIRE THE TEMPORARY CLOSURE OF ACCESS, SUCH AS CONDUIT INSTALLATION, EXISTING PAVEMENT EXCAVATION, TEMPORARY DRIVEWAY PAVEMENT PLACEMENT, AND SIMILAR OPERATIONS.
- THE ADVISORY SPEED LIMIT, IF REQUIRED, SHALL BE DETERMINED BY THE ENGINEER.
- DISTANCES ARE A GUIDE AND MAY BE ADJUSTED IN THE FIELD BY THE ENGINEER.
- MAXIMUM SPACING OF TRAFFIC DEVICES IN A TAPER (DRUMS OR CONES) IS EQUAL IN FEET TO THE SPEED LIMIT IN MPH.
- MINIMUM LANE WIDTH IS TO BE 11 FEET UNLESS OTHERWISE SHOWN. MINIMUM LANE WIDTH TO BE MEASURED FROM THE EDGE OF DRUMS OR MEDIAN BARRIER.
- ALL SIGNS SHALL BE MOUNTED ON THEIR OWN STANDARD SIGN SUPPORTS.
- TEMPORARY FACILITIES, INCLUDING BUT NOT LIMITED TO, TEMPORARY PEDESTRIAN PASSAGEWAYS AROUND A CONSTRUCTION SITE, SHALL COMPLY WITH 521 CMR WHICH STATES, "NO ALTERATION SHALL BE UNDERTAKEN WHICH DECREASES OR HAS THE EFFECT OF DECREASING ACCESSIBILITY OR USABILITY OF A FACILITY BELOW THE REQUIREMENTS FOR NEW CONSTRUCTION."
- NO WORK THAT IMPACTS THE TRAVELED WAY SHALL BE PERMITTED DURING PEAK HOUR TRAFFIC (7-9AM, 4-6PM).

LEGEND:

- REFLECTORIZED PLASTIC DRUM OR 36" CONE
- ▨ WORK ZONE
- ▭ WORK VEHICLE
- DIRECTION OF TRAFFIC
- ▭ TRUCK MOUNTED ATTENUATOR
- P/F POLICE/FLAGGER DETAIL
- ▨ TYPE III BARRICADE
- ▭ CHANGEABLE MESSAGE SIGN
- ▭ ARROW BOARD
- ▭ IMPACT ATTENUATOR
- ▭ MEDIAN BARRIER
- ▭ MEDIAN BARRIER WITH WARNING LIGHTS
- ▭ TRAFFIC OR PEDESTRIAN SIGNAL
- SIGN

SUGGESTED WORK ZONE WARNING SIGN SPACING

| ROAD TYPE | DISTANCE BETWEEN SIGNS (FEET) | | |
|------------------------------|-------------------------------|-------|-------|
| | A | B | C |
| LOCAL OR LOW VOLUME ROADWAYS | 350 | 350 | 350 |
| MOST OTHER ROADWAYS | 500 | 500 | 500 |
| FREEWAYS AND EXPRESSWAYS | 1,000 | 1,500 | 2,640 |

TAPER LENGTH CRITERIA FOR TEMPORARY TRAFFIC CONTROL ZONES

| TYPE OF TAPER | TAPER LENGTH (L) |
|---------------------------------|---------------------------------|
| MERGING TAPER | AT LEAST L |
| SHIFTING TAPER | AT LEAST 0.5L |
| SHOULDER TAPER | AT LEAST 0.33L |
| ONE-LANE, TWO-WAY TRAFFIC TAPER | 50 FT MIN. 100 FT MAX. |
| DOWNSTREAM TAPER | 50 FT MIN. 100 FT MAX. PER LANE |

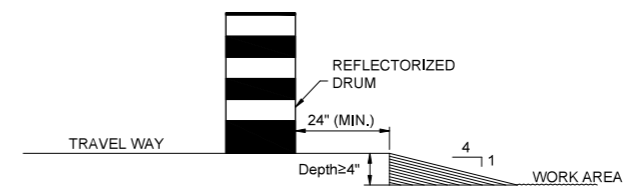
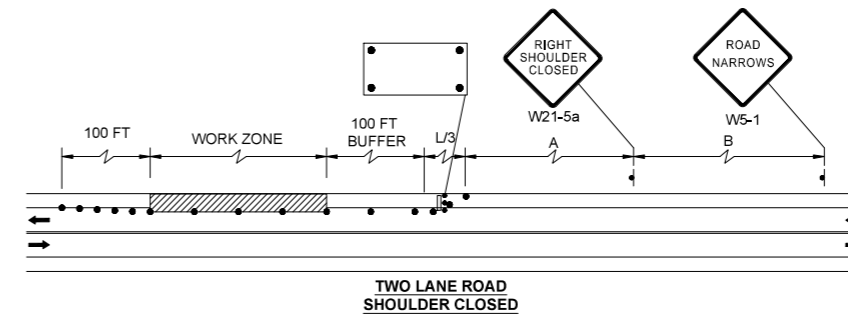
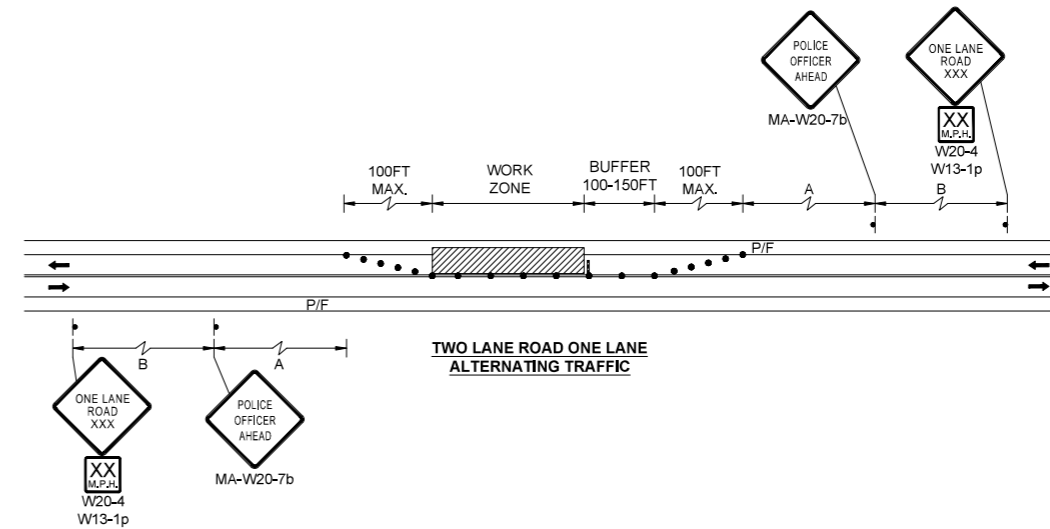
FORMULAS FOR DETERMINING TAPER LENGTHS

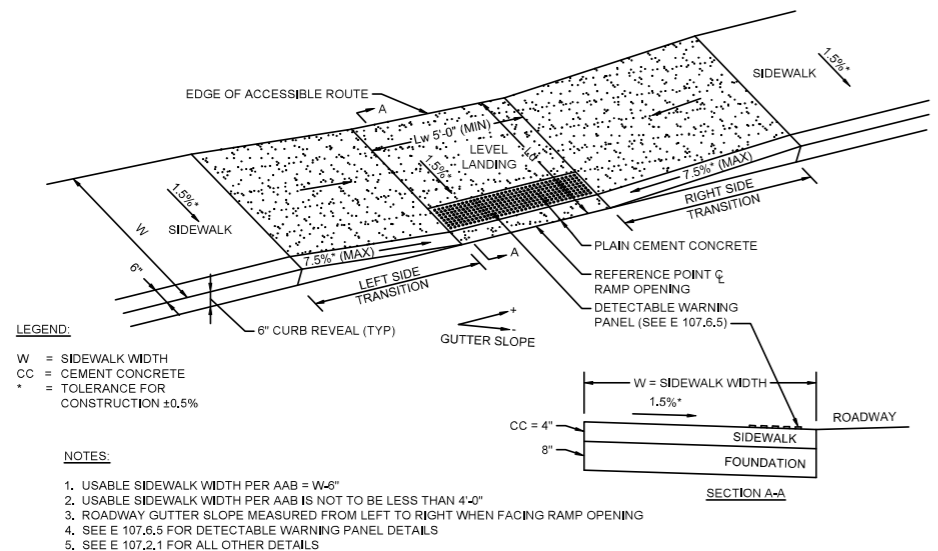
| SPEED LIMIT (S) | TAPER LENGTH (L) FEET |
|-----------------|-----------------------|
| 40 MPH OR LESS | $L = \frac{WS^2}{60}$ |
| 45 MPH OR MORE | $L = WS$ |

WHERE: L = TAPER LENGTH IN FEET

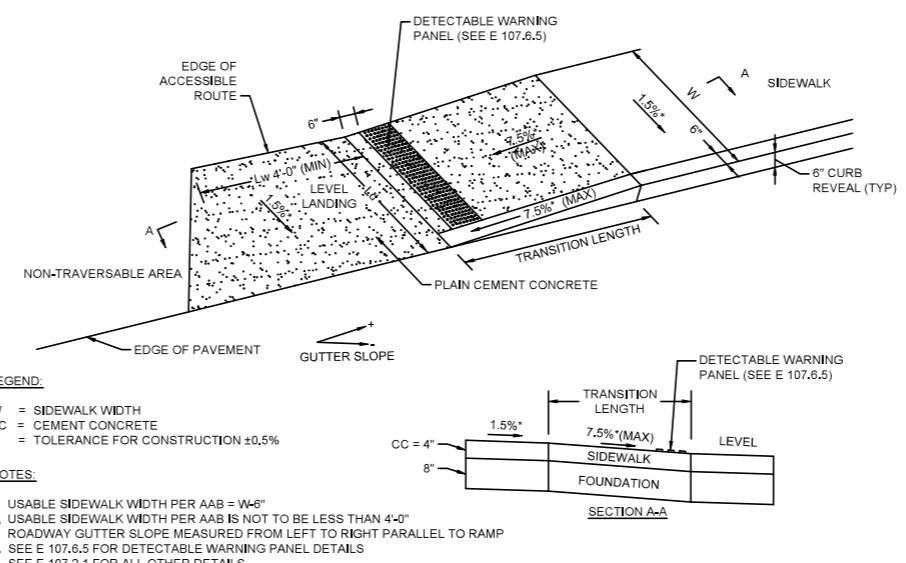
W = WIDTH OF OFFSET IN FEET

S = POSTED SPEED LIMIT, OR OFF-PEAK 85TH-PERCENTILE SPEED PRIOR TO WORK STARTING, OR THE ANTICIPATED OPERATING SPEED IN MPH



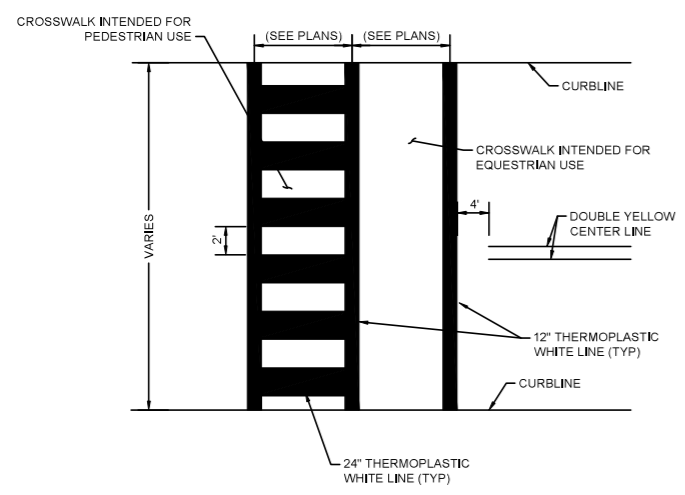


CURB RAMP TYPE A
N.T.S.

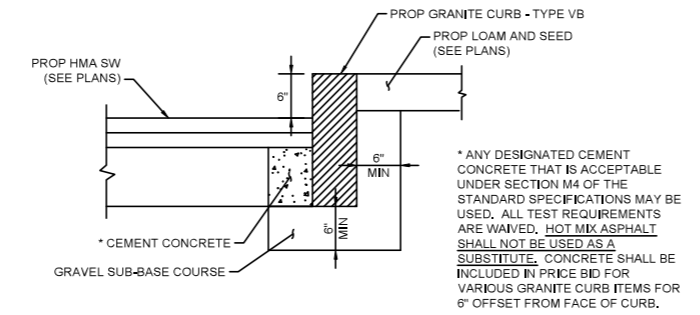


CURB RAMP TYPE B
N.T.S.

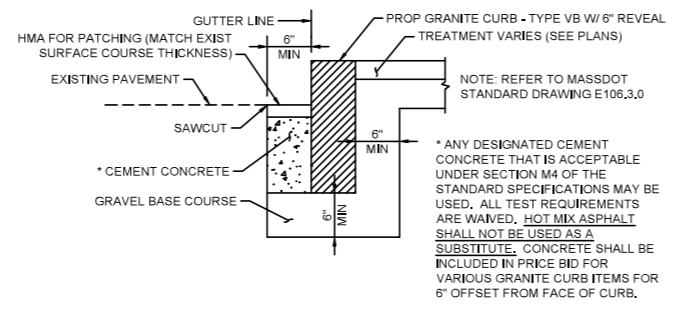
- CURB RAMP NOTES:**
1. MAXIMUM ALLOWABLE SLOPE OF ACCESSIBLE ROUTE EXCLUDING CURB RAMPS SHALL BE DESIGNED TO 4.5% ±0.5% (7.5% ±0.5% FOR CURB RAMPS)
 2. A MINIMUM OF 3'-0" CLEAR SHALL BE MAINTAINED AT ANY PERMANENT OBSTACLE IN ACCESSIBLE ROUTE (I.E., HYDRANTS, UTILITY POLES, TREE WELLS, SIGNS, ETC.).
 3. CURB TREATMENT VARIES, SEE PLANS FOR CURB TYPE.
 4. RAMP, CURB AND ADJACENT PAVEMENTS SHALL BE GRADED TO PREVENT PONDING.
 5. WHERE ACCESSIBLE ROUTES ARE LESS THAN 5' IN WIDTH (EXCLUDING CURBING) A 5'x5' PASSING AREA SHALL BE PROVIDED AT INTERVALS NOT TO EXCEED 200 FT.
 6. ELIMINATE CURBING AT RAMP WHERE IT ABUTS ROADWAY.
 7. DETECTABLE WARNING PANELS ARE REQUIRED ON ALL OF THE PROPOSED CURB RAMPS AND ARE TO BE INSTALLED IN ACCORDANCE WITH CONSTRUCTION STANDARD E 107.6.5 (OCTOBER 2017). CONTRACTOR SHALL PROVIDE 6" BETWEEN DETECTABLE WARNING PANEL AND EDGE OF CONCRETE WHERE IT ABUTS LOAM & SEED.
 8. CURB RAMP SLOPES AND CROSS SLOPES SHALL HAVE A CONSTRUCTION TOLERANCE OF ±0.5%.
 9. DETECTABLE WARNING PANELS IN STATE HIGHWAY LAYOUT SHALL CONFORM TO MASSDOT STANDARD DETAILS AND SHALL BE YELLOW. DETECTABLE WARNING PANELS OUTSIDE OF STATE HIGHWAY LAYOUT SHALL BE THE COLOR APPROVED BY THE TOWN OF WEST NEWBURY DPW.



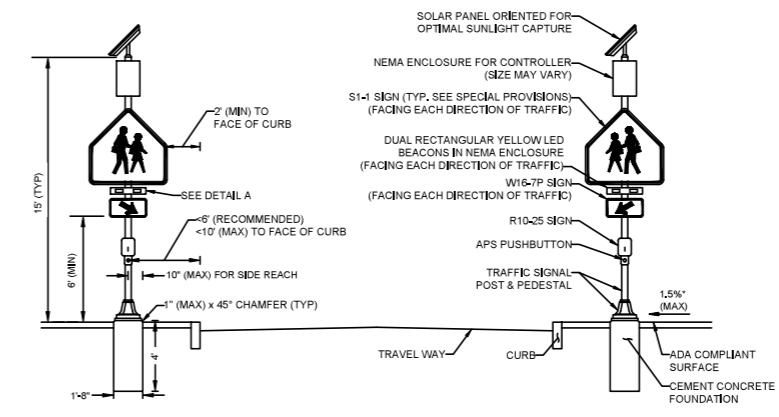
CROSSWALK PAVEMENT MARKING
N.T.S.



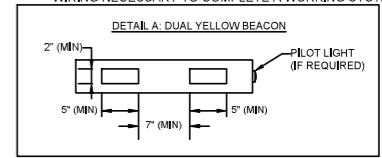
GRANITE BACK CURB
N.T.S.



GRANITE CURB IN EXISTING PAVEMENT
N.T.S.



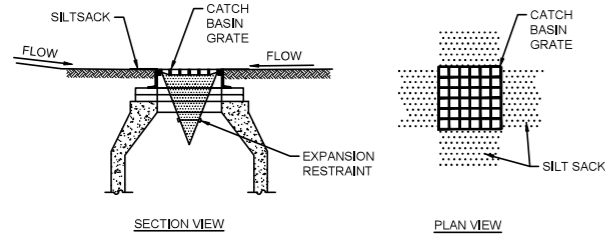
RECTANGULAR RAPID FLASHING BEACON (RRFB)
N.T.S.



WEST NEWBURY
MAIN STREET (ROUTE 113)

| STATE | FED. AID PROJ. NO. | SHEET NO. | TOTAL SHEETS |
|------------------|--------------------|-----------|--------------|
| MA | - | 9 | 13 |
| PROJECT FILE NO. | | - | |

CONSTRUCTION DETAILS - 2 OF 3

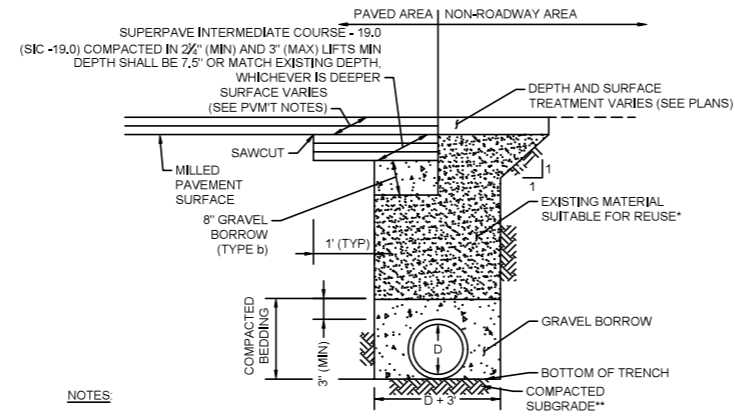


NOTES:

1. INSTALL SILT SACK IN EXISTING CATCH BASINS BEFORE COMMENCING WORK, AND IN NEW CATCH BASINS IMMEDIATELY AFTER INSTALLATION OF STRUCTURE. MAINTAIN UNTIL BINDER COURSE PAVING IS COMPLETE OR A PERMANENT STAND OF GRASS HAS BEEN ESTABLISHED.
2. GRATE TO BE PLACED OVER SILT SACK.
3. SILT SACK SHALL BE INSPECTED PERIODICALLY AND AFTER ALL STORM EVENTS AND CLEANING OR REPLACEMENT SHALL BE PERFORMED PROMPTLY AS NEEDED.

INLET PROTECTION SILT SACK IN CATCH BASIN

N.T.S.



NOTES:

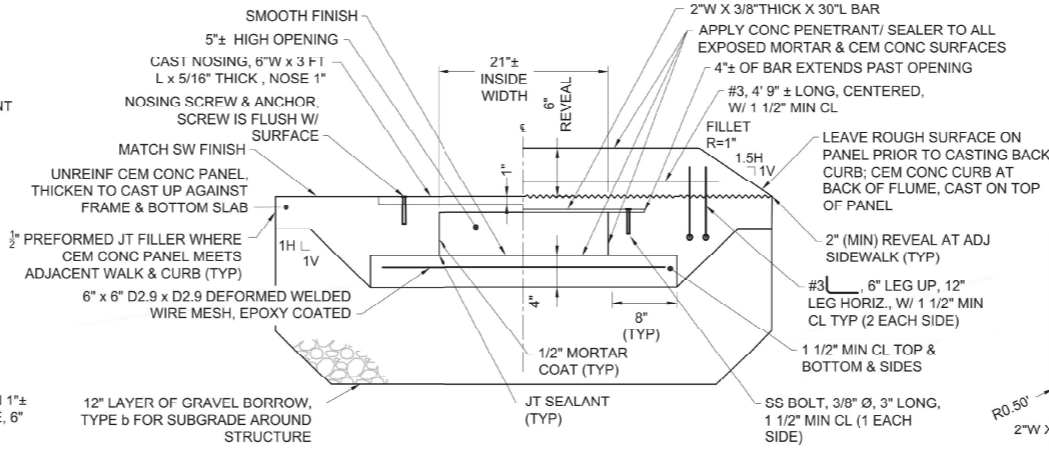
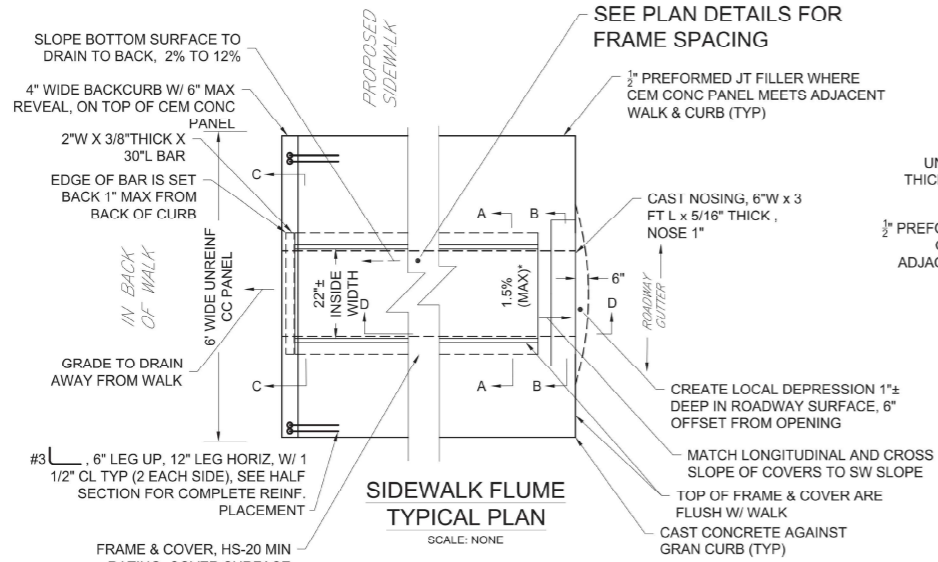
* MATERIAL USED FOR BACKFILLING TO A POINT 2 FEET OVER THE PIPE SHALL CONTAIN NO STONES LARGER THAN 3 INCHES IN GREATEST DIMENSION, EXCEPT MATERIAL USED TO BACKFILL CORRUGATED PLASTIC PIPE SHALL CONSIST OF OF GRAVEL BORROW MEETING THE REQUIREMENTS OF M1,03,0. GRAVEL BORROW, TYPE d, TO A DEPTH OF 2 FEET OVER THE TOP OF THE PIPE.

**SOFT OR UNSUITABLE MATERIAL EXISTING BELOW THE REQUIRED BEDDING GRADE SHALL BE REMOVED AS DIRECTED AND REPLACED WITH SAND, GRAVEL, CRUSHED STONE OR OTHER SUITABLE MATERIAL AND THOROUGHLY COMPACTED.

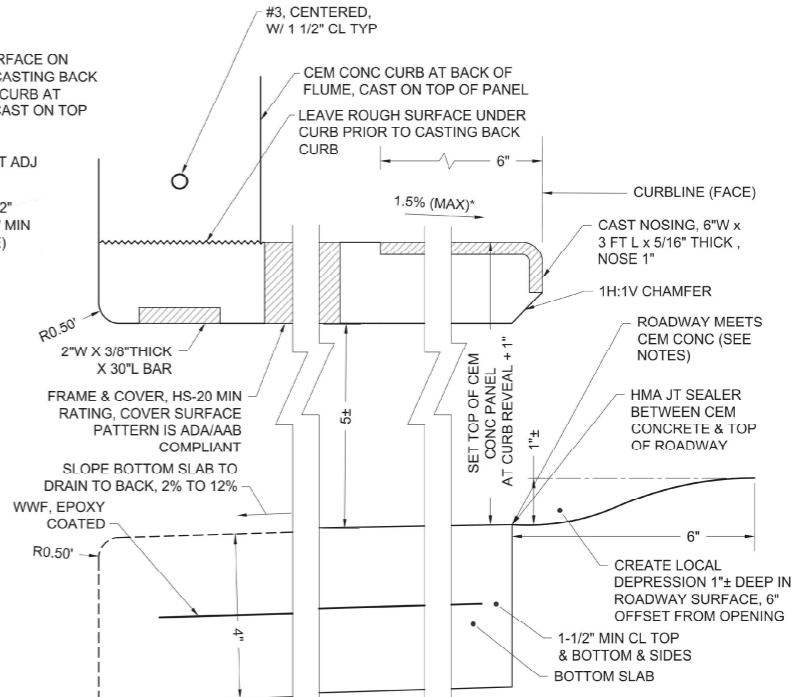
UTILITY TRENCH

N.T.S.

| STATE | FED. AID PROJ. NO. | SHEET NO. | TOTAL SHEETS |
|--------------------|--------------------|-----------|--------------|
| MA | - | 10 | 13 |
| PROJECT FILE NO. - | | | |



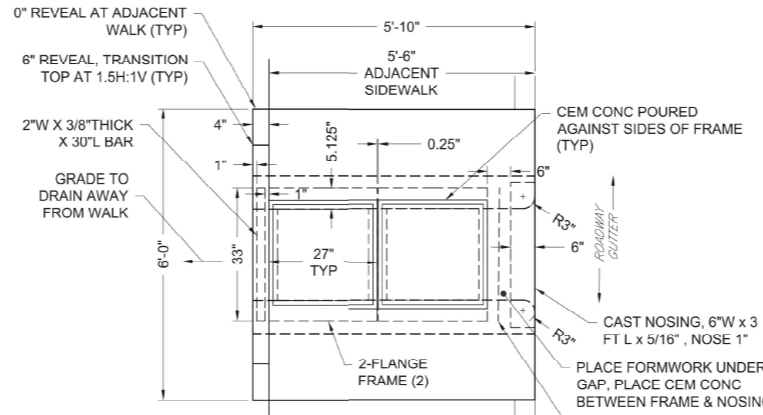
TYPICAL HALF-SECTION C-C
BACK CURB
SCALE: NONE



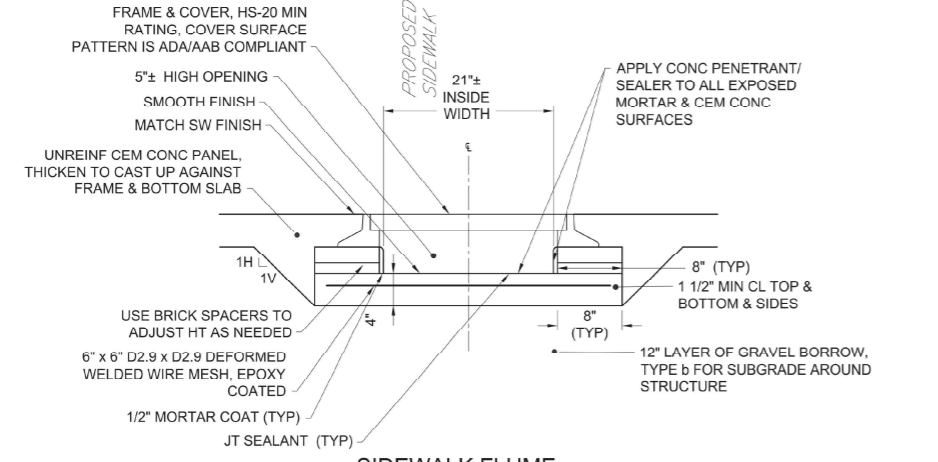
SECTION D-D
SCALE: NONE

- * TOLERANCE FOR CONSTRUCTION OF ±0.5%
- SIDEWALK FLUME NOTES:**
1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS FOR THE CONSTRUCTIBILITY OF THE SIDEWALK FLUME. ONLY AFTER VERIFICATION SHALL ANY REINFORCEMENT, STRUCTURAL STEEL, FRAMES, OR COVERS BE ORDERED.
 2. MINIMUM SPACING BETWEEN FRAMES AND CAST NOSING IS 1/4 INCH.
 3. CAST NOSING - INSTALL PER MANUFACTURER'S INSTRUCTIONS. SURFACE OF CAST NOSING SHALL BE NON-SKID.
 4. SURMIT SHOP DRAWINGS FOR FRAME & COVERS FOR ENGINEER'S APPROVAL. MINIMUM I/OAD RATING FOR FRAME & COVER IS HS-20. SHOW INSTALLATION OF FRAME & COVER ON CEMENT CONCRETE FLUME STRUCTURE.
 5. IN WET AREAS, WRAP SUB-BASE IN GEOTEXTILE FABRIC FOR STABILIZATION AS DIRECTED BY ENGINEER.
 6. ADJUST FORMWORK TO ADJUST HEIGHT OF INLET OPENING AND SIDEWALLS TO MEET CURB REVEAL.
 7. ADJUST SLOPE OF BOTTOM SLAB FOR POSITIVE DRAINAGE.
 8. USE 4000 PSI, 3 INCH, 610 LB CEMENT CONCRETE.
 9. FOR BARS, ANGLES, AND RODS, USE Fy 36 ksi MINIMUM STRENGTH, GALVANIZED STEEL.
 10. FOR DEFORMED WELDED WIRE FABRIC, USE Fy 60 ksi MINIMUM STRENGTH, EPOXY COATED.
 11. APPLY PENETRANT/SEALER TO MORTAR & CEM CONC SURFACES INSIDE OF FLUME PRIOR TO INSTALLING COVERS.

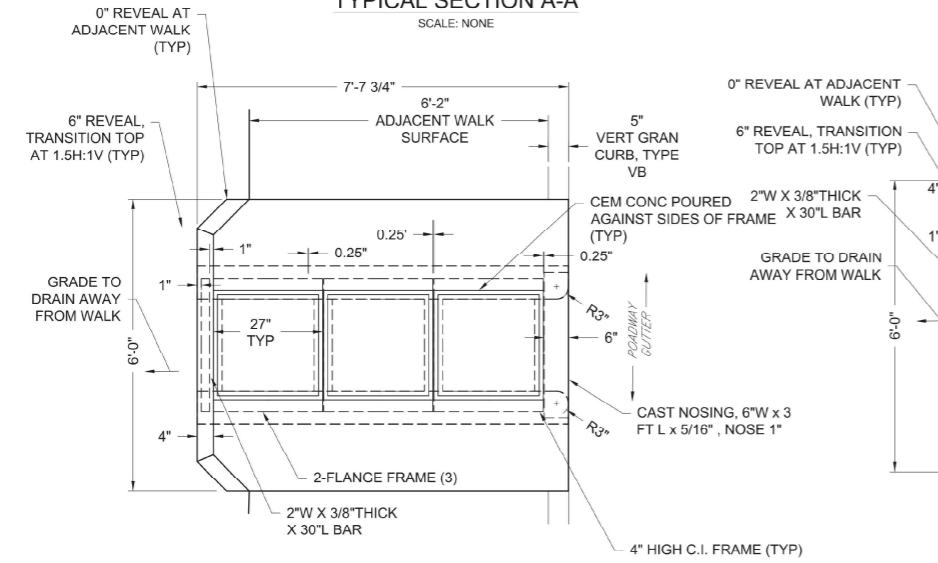
TYPICAL HALF-SECTION B-B
AT INLET
SCALE: NONE



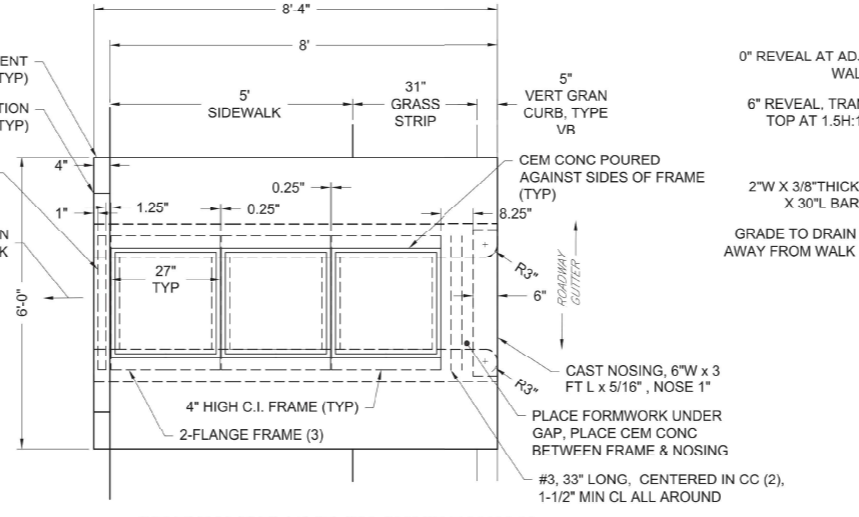
SIDEWALK FLUME ON 5'-6\"/>



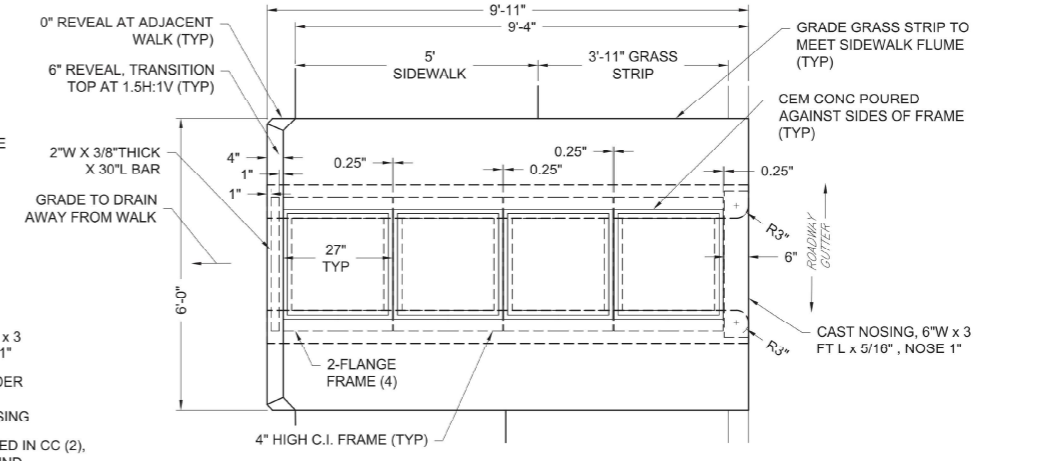
SIDEWALK FLUME TYPICAL SECTION A-A
SCALE: NONE



SIDEWALK FLUME ON 6.5' WIDE WALK
PLAN DETAIL
SCALE: NONE



SIDEWALK FLUME ON 8' WIDE WALK
WITH LANDSCAPING STRIP
PLAN DETAIL
SCALE: NONE

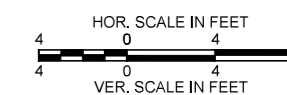
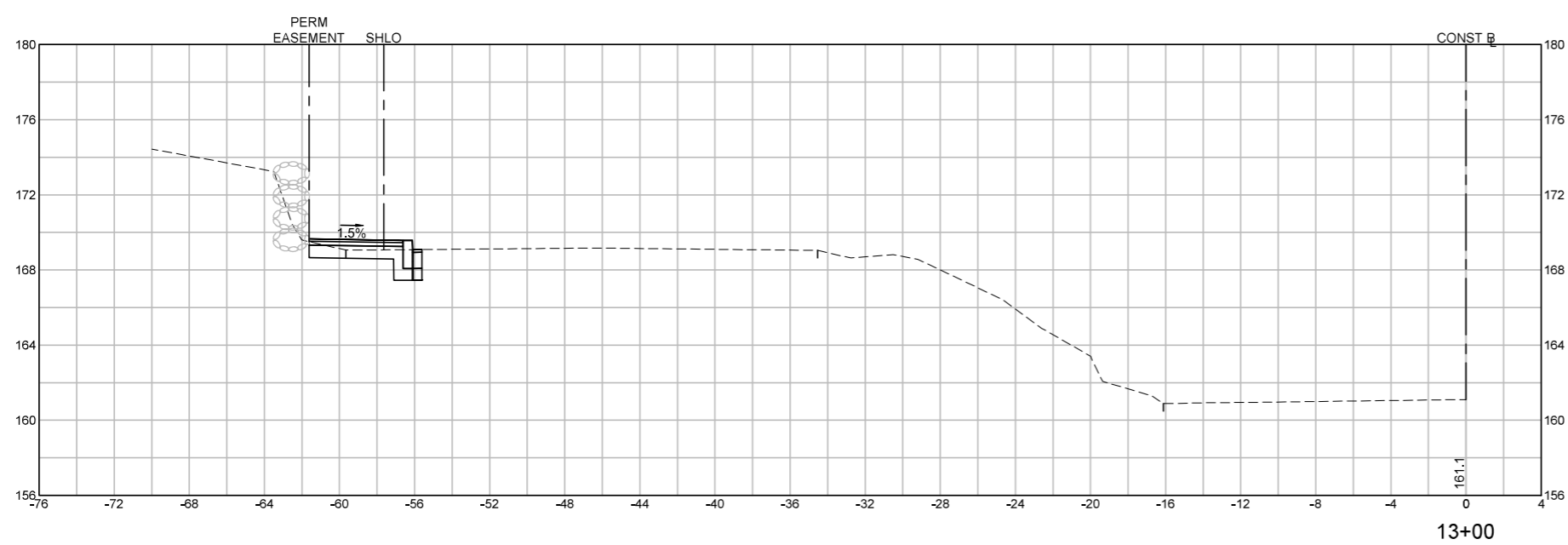
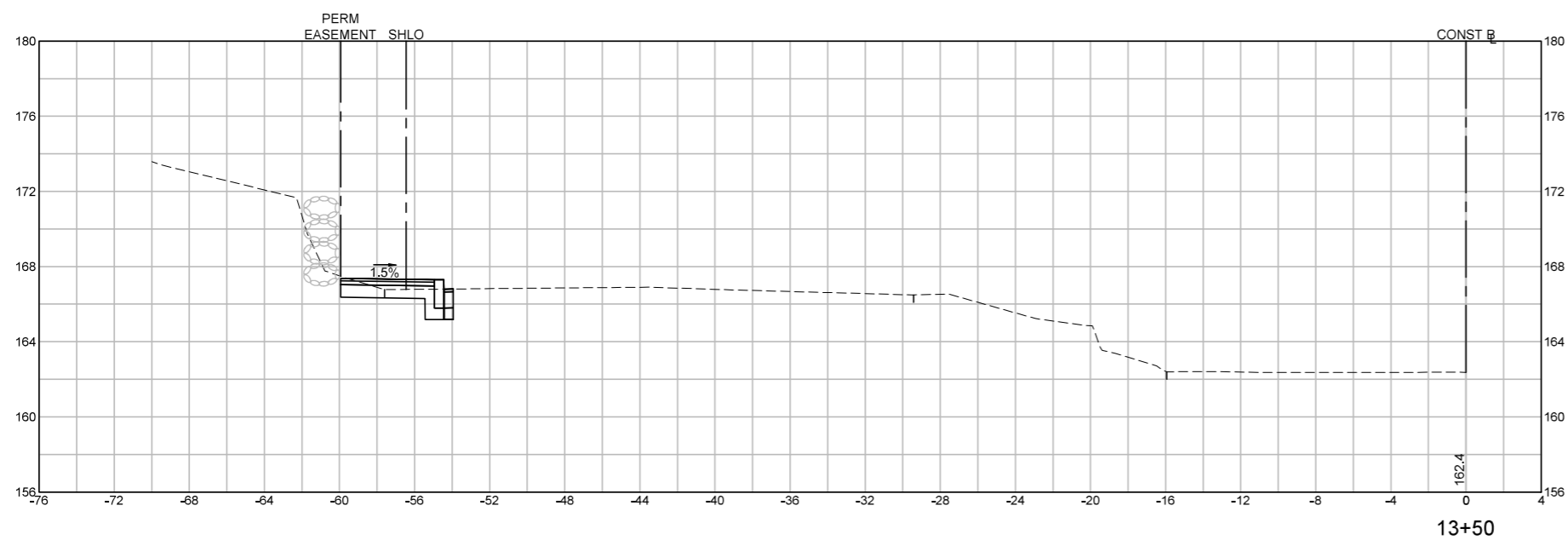


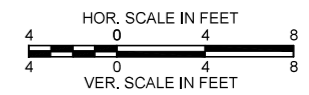
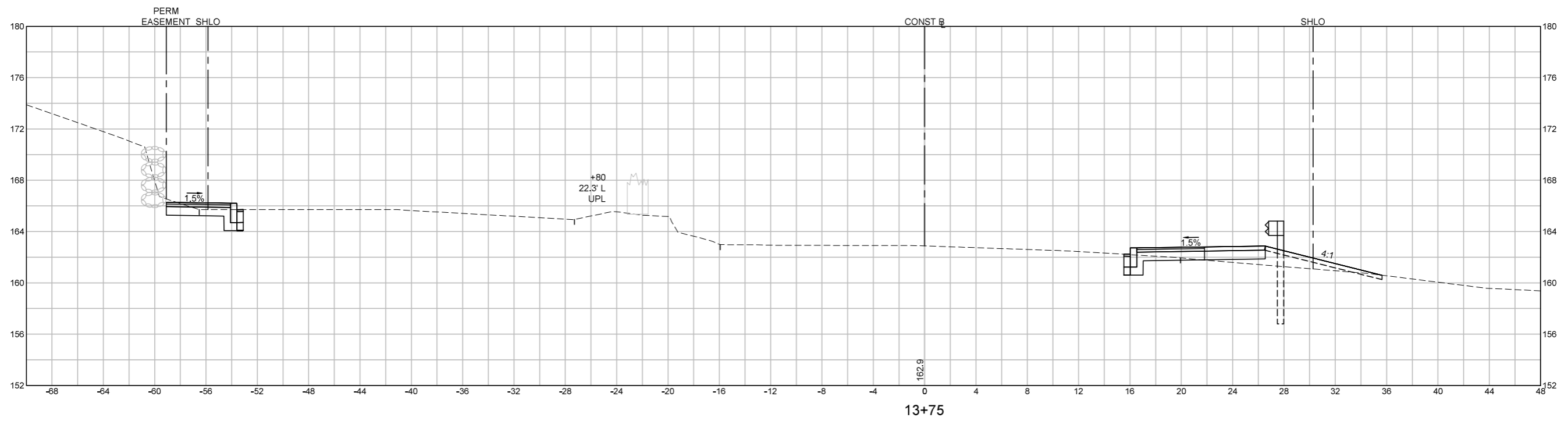
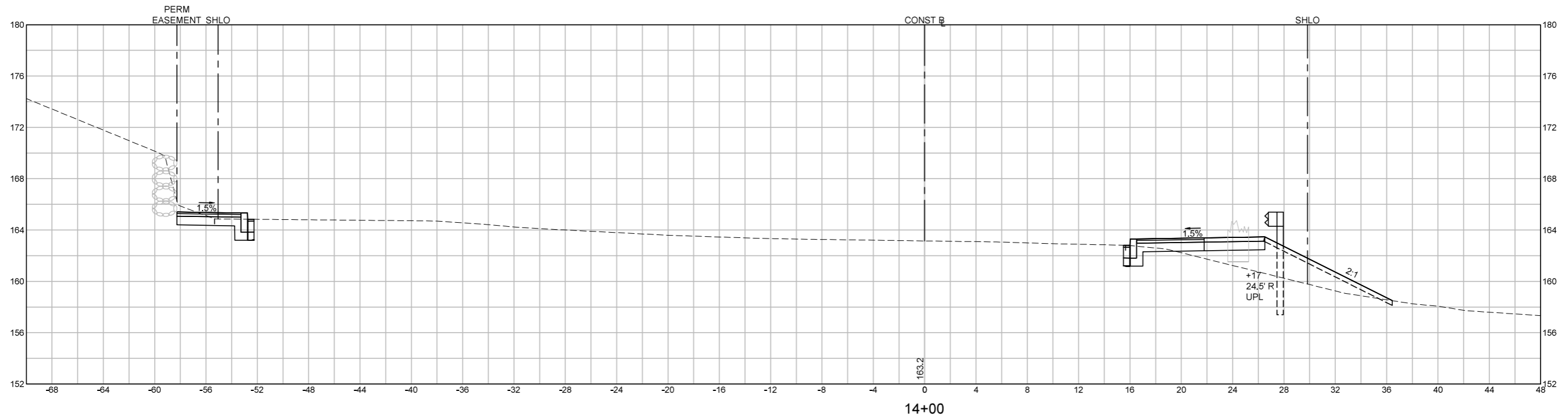
SIDEWALK FLUME ON 9'-4\"/>

WEST NEWBURY
MAIN STREET (ROUTE 113)

| STATE | FED. AID PROJ. NO. | SHEET NO. | TOTAL SHEETS |
|-------|--------------------|-----------|--------------|
| MA | - | 11 | 13 |

PROJECT FILE NO. -
CROSS SECTIONS - 1 OF 3

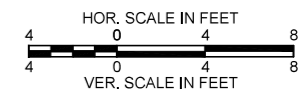
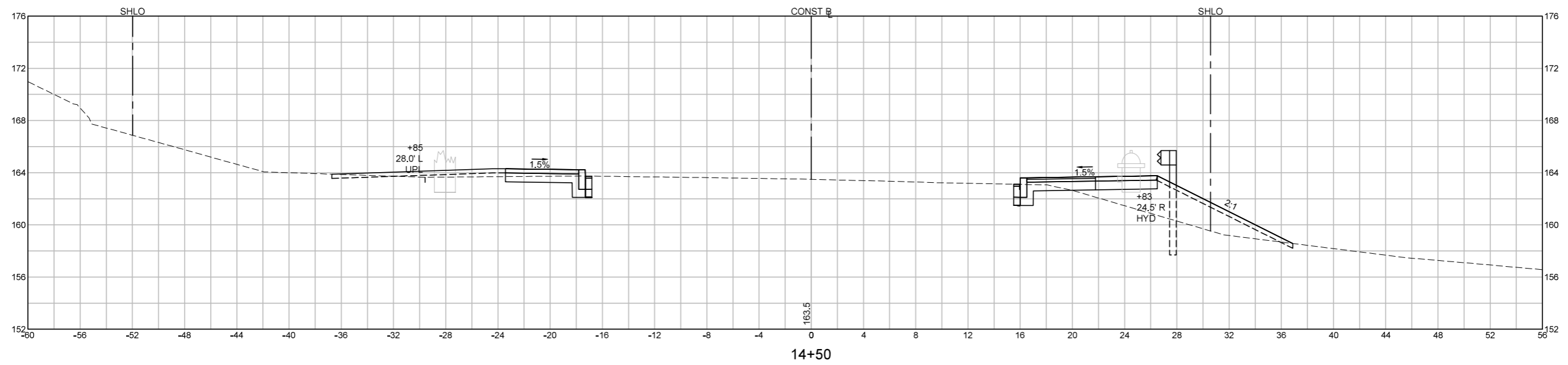
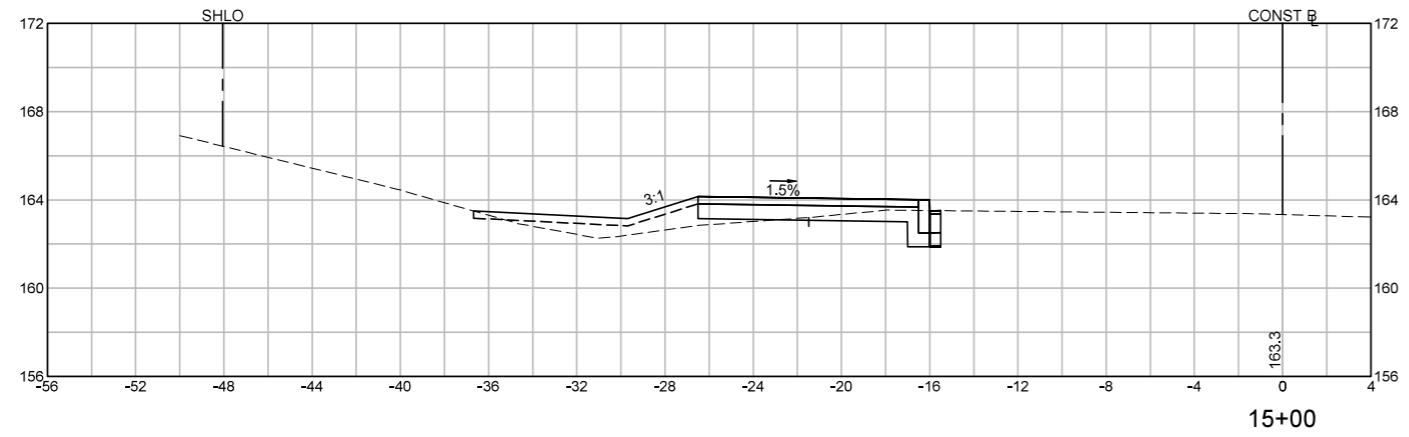
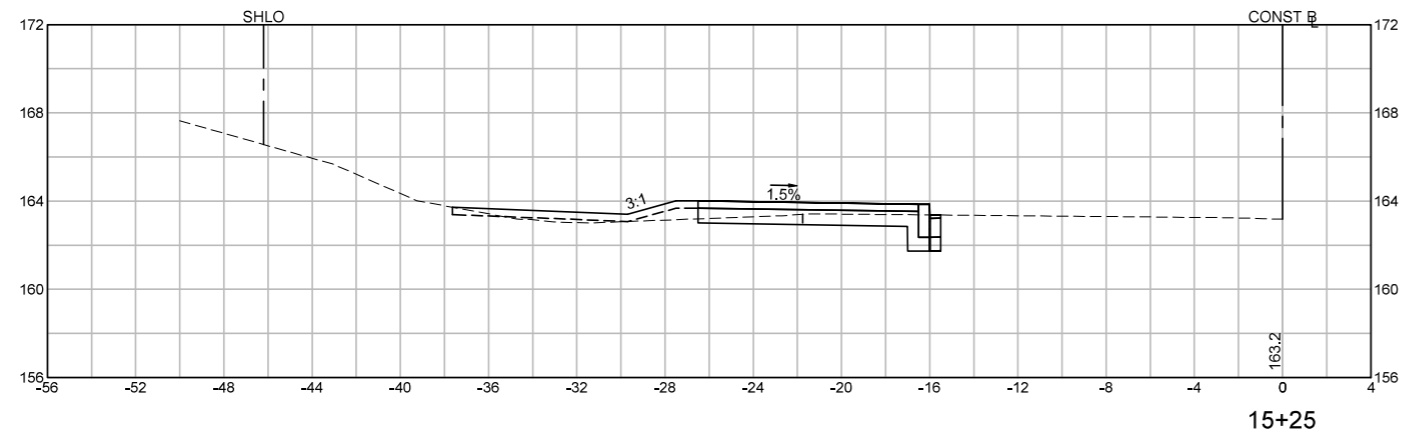




WEST NEWBURY
MAIN STREET (ROUTE 113)

| STATE | FED. AID PROJ. NO. | SHEET NO. | TOTAL SHEETS |
|-------|--------------------|-----------|--------------|
| MA | - | 13 | 13 |

PROJECT FILE NO. -
CROSS SECTIONS - 3 OF 3



Angus Jennings

From: Abby Jeffers [REDACTED]
Sent: Wednesday, March 20, 2024 8:44 AM
To: Angus Jennings; Town Treasurer; Town Accountant; Water Superintendent; WNWater
Cc: Peter Frazier; Monica Mulcahy
Subject: West Newbury Draft Bond schedule and POS
Attachments: West Newbury tentative financing schedule.pdf; Draft POS with red questions.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning,

Attached is a tentative financing schedule and draft Bond Preliminary Official Statement ('POS') in connection with the Town's upcoming water issue. The POS is in great shape due to the Town's recent Annual Report filing however there are a few sections we're hoping you can update/confirm which are marked in red. Please email this information as soon as its available as we're hoping to finalize this issue by May 10, 2024.

The dates incorporated into these documents revolve around the Select Board approving this sale on June 13th. Please confirm they are scheduled to meet on this date and if so, add the approval of the sale to the meeting agenda. If they are not scheduled to meet on this date, please let us know when they are scheduled to meet during the month of June and we'll adjust these documents accordingly.

In the meantime, Hilltop will reach out to S&P and find out their availability for a rating call the week of May 13th.

Please reach out with any questions.

Thank you,
Abby

Abby Jeffers

Hilltop Securities Inc.
Senior Vice President | Investment Banker
54 Canal Street, Suite 320 | Boston, MA 02114

[REDACTED]
[REDACTED] [HilltopSecurities.com](https://www.hilltopsecurities.com)



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E-mail cannot be guaranteed to be secure or without error. Hilltop Securities Inc. and its affiliates employ e-mail monitoring software for the review of incoming and outgoing messages. The sender of this e-mail does not accept or

Town of West Newbury, Massachusetts
\$2,295,751 General Water Bonds; Dated May 15, 2024
Issue Summary - Level Debt Service
Interest Estimated, Subject to Change

Debt Service Schedule

| Date | Principal | Coupon | Interest | Total P+I |
|--------------|-----------------------|----------|-----------------------|-----------------------|
| 06/30/2024 | - | - | - | - |
| 06/30/2025 | 80,751.00 | 4.250% | 97,569.42 | 178,320.42 |
| 06/30/2026 | 75,000.00 | 4.250% | 94,137.50 | 169,137.50 |
| 06/30/2027 | 85,000.00 | 4.250% | 90,950.00 | 175,950.00 |
| 06/30/2028 | 85,000.00 | 4.250% | 87,337.50 | 172,337.50 |
| 06/30/2029 | 90,000.00 | 4.250% | 83,725.00 | 173,725.00 |
| 06/30/2030 | 90,000.00 | 4.250% | 79,900.00 | 169,900.00 |
| 06/30/2031 | 100,000.00 | 4.250% | 76,075.00 | 176,075.00 |
| 06/30/2032 | 100,000.00 | 4.250% | 71,825.00 | 171,825.00 |
| 06/30/2033 | 105,000.00 | 4.250% | 67,575.00 | 172,575.00 |
| 06/30/2034 | 110,000.00 | 4.250% | 63,112.50 | 173,112.50 |
| 06/30/2035 | 115,000.00 | 4.250% | 58,437.50 | 173,437.50 |
| 06/30/2036 | 115,000.00 | 4.250% | 53,550.00 | 168,550.00 |
| 06/30/2037 | 125,000.00 | 4.250% | 48,662.50 | 173,662.50 |
| 06/30/2038 | 130,000.00 | 4.250% | 43,350.00 | 173,350.00 |
| 06/30/2039 | 130,000.00 | 4.250% | 37,825.00 | 167,825.00 |
| 06/30/2040 | 140,000.00 | 4.250% | 32,300.00 | 172,300.00 |
| 06/30/2041 | 145,000.00 | 4.250% | 26,350.00 | 171,350.00 |
| 06/30/2042 | 150,000.00 | 4.250% | 20,187.50 | 170,187.50 |
| 06/30/2043 | 160,000.00 | 4.250% | 13,812.50 | 173,812.50 |
| 06/30/2044 | 165,000.00 | 4.250% | 7,012.50 | 172,012.50 |
| Total | \$2,295,751.00 | - | \$1,153,694.42 | \$3,449,445.42 |

Yield Statistics

| | |
|--|--------------|
| Bond Year Dollars..... | \$27,145.75 |
| Average Life..... | 11.824 Years |
| Average Coupon..... | 4.250000% |
| Net Interest Cost (NIC)..... | 4.250000% |
| True Interest Cost (TIC)..... | 4.250000% |
| Bond Yield for Arbitrage Purposes..... | 4.250000% |
| All Inclusive Cost (AIC)..... | 4.250000% |

IRS Form 8038

| | |
|--------------------------------|--------------|
| Net Interest Cost..... | 4.250000% |
| Weighted Average Maturity..... | 11.824 Years |

Town of West Newbury, Massachusetts
\$1,504,751 General Water Bonds; Dated May 15, 2024
Church/Prospect Water Main - 20yrs - Level Debt Service
Interest Estimated, Subject to Change

Debt Service Schedule

| Date | Principal | Coupon | Interest | Total P+I |
|--------------|-----------------------|----------|---------------------|-----------------------|
| 06/30/2024 | - | - | - | - |
| 06/30/2025 | 54,751.00 | 4.250% | 63,951.92 | 118,702.92 |
| 06/30/2026 | 50,000.00 | 4.250% | 61,625.00 | 111,625.00 |
| 06/30/2027 | 55,000.00 | 4.250% | 59,500.00 | 114,500.00 |
| 06/30/2028 | 55,000.00 | 4.250% | 57,162.50 | 112,162.50 |
| 06/30/2029 | 60,000.00 | 4.250% | 54,825.00 | 114,825.00 |
| 06/30/2030 | 60,000.00 | 4.250% | 52,275.00 | 112,275.00 |
| 06/30/2031 | 65,000.00 | 4.250% | 49,725.00 | 114,725.00 |
| 06/30/2032 | 65,000.00 | 4.250% | 46,962.50 | 111,962.50 |
| 06/30/2033 | 70,000.00 | 4.250% | 44,200.00 | 114,200.00 |
| 06/30/2034 | 70,000.00 | 4.250% | 41,225.00 | 111,225.00 |
| 06/30/2035 | 75,000.00 | 4.250% | 38,250.00 | 113,250.00 |
| 06/30/2036 | 75,000.00 | 4.250% | 35,062.50 | 110,062.50 |
| 06/30/2037 | 80,000.00 | 4.250% | 31,875.00 | 111,875.00 |
| 06/30/2038 | 85,000.00 | 4.250% | 28,475.00 | 113,475.00 |
| 06/30/2039 | 85,000.00 | 4.250% | 24,862.50 | 109,862.50 |
| 06/30/2040 | 90,000.00 | 4.250% | 21,250.00 | 111,250.00 |
| 06/30/2041 | 95,000.00 | 4.250% | 17,425.00 | 112,425.00 |
| 06/30/2042 | 100,000.00 | 4.250% | 13,387.50 | 113,387.50 |
| 06/30/2043 | 105,000.00 | 4.250% | 9,137.50 | 114,137.50 |
| 06/30/2044 | 110,000.00 | 4.250% | 4,675.00 | 114,675.00 |
| Total | \$1,504,751.00 | - | \$755,851.92 | \$2,260,602.92 |

Yield Statistics

| | |
|--|--------------|
| Bond Year Dollars..... | \$17,784.75 |
| Average Life..... | 11.819 Years |
| Average Coupon..... | 4.250000% |
| Net Interest Cost (NIC)..... | 4.250000% |
| True Interest Cost (TIC)..... | 4.250000% |
| Bond Yield for Arbitrage Purposes..... | 4.250000% |
| All Inclusive Cost (AIC)..... | 4.250000% |

IRS Form 8038

| | |
|--------------------------------|--------------|
| Net Interest Cost..... | 4.250000% |
| Weighted Average Maturity..... | 11.819 Years |

Town of West Newbury, Massachusetts
\$791,000 General Water Bonds; Dated May 15, 2024
Water Tank Wellfield # 1 - 20yrs - Level Debt Service
Interest Estimated, Subject to Change

Debt Service Schedule

| Date | Principal | Coupon | Interest | Total P+I |
|--------------|---------------------|----------|---------------------|-----------------------|
| 06/30/2024 | - | - | - | - |
| 06/30/2025 | 26,000.00 | 4.250% | 33,617.50 | 59,617.50 |
| 06/30/2026 | 25,000.00 | 4.250% | 32,512.50 | 57,512.50 |
| 06/30/2027 | 30,000.00 | 4.250% | 31,450.00 | 61,450.00 |
| 06/30/2028 | 30,000.00 | 4.250% | 30,175.00 | 60,175.00 |
| 06/30/2029 | 30,000.00 | 4.250% | 28,900.00 | 58,900.00 |
| 06/30/2030 | 30,000.00 | 4.250% | 27,625.00 | 57,625.00 |
| 06/30/2031 | 35,000.00 | 4.250% | 26,350.00 | 61,350.00 |
| 06/30/2032 | 35,000.00 | 4.250% | 24,862.50 | 59,862.50 |
| 06/30/2033 | 35,000.00 | 4.250% | 23,375.00 | 58,375.00 |
| 06/30/2034 | 40,000.00 | 4.250% | 21,887.50 | 61,887.50 |
| 06/30/2035 | 40,000.00 | 4.250% | 20,187.50 | 60,187.50 |
| 06/30/2036 | 40,000.00 | 4.250% | 18,487.50 | 58,487.50 |
| 06/30/2037 | 45,000.00 | 4.250% | 16,787.50 | 61,787.50 |
| 06/30/2038 | 45,000.00 | 4.250% | 14,875.00 | 59,875.00 |
| 06/30/2039 | 45,000.00 | 4.250% | 12,962.50 | 57,962.50 |
| 06/30/2040 | 50,000.00 | 4.250% | 11,050.00 | 61,050.00 |
| 06/30/2041 | 50,000.00 | 4.250% | 8,925.00 | 58,925.00 |
| 06/30/2042 | 50,000.00 | 4.250% | 6,800.00 | 56,800.00 |
| 06/30/2043 | 55,000.00 | 4.250% | 4,675.00 | 59,675.00 |
| 06/30/2044 | 55,000.00 | 4.250% | 2,337.50 | 57,337.50 |
| Total | \$791,000.00 | - | \$397,842.50 | \$1,188,842.50 |

Yield Statistics

| | |
|--|--------------|
| Bond Year Dollars..... | \$9,361.00 |
| Average Life..... | 11.834 Years |
| Average Coupon..... | 4.250000% |
| Net Interest Cost (NIC)..... | 4.250000% |
| True Interest Cost (TIC)..... | 4.250000% |
| Bond Yield for Arbitrage Purposes..... | 4.250000% |
| All Inclusive Cost (AIC)..... | 4.250000% |

IRS Form 8038

| | |
|--------------------------------|--------------|
| Net Interest Cost..... | 4.250000% |
| Weighted Average Maturity..... | 11.834 Years |



Town of West Newbury, MA
REQUEST FOR PROPOSALS: Remedial Masonry Work
Dr. John C Page Elementary School
Contract #2024-WN-007

The Town of West Newbury is Requesting Proposals (RFP) pursuant to M.G.L. c.149 from all qualified masonry contractors to identify and remove stones on the Page School building which show visible cracks or which are otherwise unsound. It is anticipated that approximately two (2) cubic yards of stone will be removed.

Proposals will be received at the West Newbury Town Clerks' Office before Wednesday February 7, 2024 at 11:00 A.M EST. The RFP can be submitted by hand or mailed to; Town Clerk's Office, 381 Main Street, West Newbury, MA 01985.

Contract Documents; including Scope of Work and Prevailing Wage sheets are available for pick-up after 10am on Monday January 8, 2024 at the Town Clerks' office during regular business hours or by e-mail at Procurement@WNewbury.org. Questions must be in writing by e-mail only and received no later than Friday January 26, 2024 at 4:00 P.M EST.

SITE WALK: Tuesday January 16, 2024 at 3:30 P.M EST at 694 Main Street, West Newbury, MA (Page School).

BID DUE DATE: Wednesday February 7, 2024 at 11:00 A.M EST.

It is anticipated that the WORK associated with this contract will start no later than May 1, 2024.

Attention is directed to the minimum wage rates to be paid as determined by the Commissioner of Labor and Workforce Development and the weekly payroll record submittal requirements under the provisions of Massachusetts General Laws, Chapter 149, Section 26 through 27D inclusive.

The Town reserves the right to reject any proposal that is not in the best interest of the Town or cancel this RFP in its entirety if the best interest for the Town is adhered to.

Katelyn Bradstreet
DPW Business Manager & CPO



Town of West Newbury

Request for Proposals

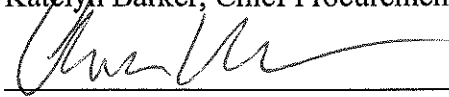
Page School Remedial Masonry
Wednesday February 7th, 2024 at 11:00 A.M EST.
Contract #: 2024-WN-007

| Vendor Name | Contract Signatures | Bid Amount | Add. work day \$ |
|------------------------------|---------------------|----------------------|----------------------|
| Ace Restoration Co, inc | ✓ | 77,400 ⁰⁰ | 4,700 ⁰⁰ |
| T4 Construction, LLC | ✓ | 48,500 ⁰⁰ | 2,500 ⁰⁰ |
| PJ Spillane company, inc | ✓ | 68,750 ⁰⁰ | 11,285 ⁰⁰ |
| Nells Restoration, LLC | ✓ | 45,638 ⁰⁰ | 3,055 ⁰⁰ |
| Meadows Construction Co, LLC | ✓ | 77,500 ⁰⁰ | N/A |
| | | | |
| | | | |

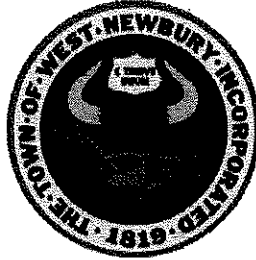
The undersigned declare under penalties of perjury that this is a complete and accurate list of all bids opened in the presence of the Chief Procurement Officer.



 Katelyn Barker, Chief Procurement Officer



 Christine Wallace, DPW Project Manager



**AGREEMENT
BY AND BETWEEN
THE TOWN OF WEST NEWBURY
AND
WELLS RESTORATION, LLC**

THIS AGREEMENT made by and between the TOWN OF WEST NEWBURY, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 381 Main Street, West Newbury, Massachusetts, 01985, hereinafter referred to as the "TOWN", and the "CONTRACTOR".

WITNESSETH:

WHEREAS, the TOWN had received a proposal for "Page School Remedial Masonry Work" hereinafter called the "WORK" and WHEREAS, the "CONSULTANT" submitted a quote and proposal to perform the WORK required to complete the WORK; and

WHEREAS, the TOWN as authorized by its Selectboard (Awarding Authority) and per M.G.L has authorized the appointed Chief Procurement Officer (CPO) to enter into this agreement with the CONTRACTOR on behalf of the TOWN; and

Now therefore the TOWN and the CONTRACTOR (sometimes collectively referred to herein as the "Parties") covenant and agree as follows:

The CONTRACTOR shall provide the TOWN all of the WORK described in the Scope of Work.

In addition to said Scope of Work, the parties agree as follows:

1. TIME OF THE ESSENCE:

The CONTRACTOR shall complete the WORK described in the Scope of Work in accordance with the Contract Documents. **The WORK shall not start later than June 1st, 2024 and must be completed by June 30, 2024.** The start date may be negotiated with the TOWN and adjusted only upon agreement from the TOWN.

This contract shall expire on June 30, 2024.

2. CHANGE ORDERS AND ADJUSTMENTS:

A. No deviation shall be made to the Scope of Work unless authorized by a written change order from the Awarding Authority, which change order shall include an equitable adjustment of the contract price agreed to between the Awarding Authority and the CONTRACTOR, if any. Under no circumstances may a change order be authorized orally.

B. Change orders may be authorized on behalf of the Awarding Authority by the Chief Procurement Officer of the Town of West Newbury.

3. PAYMENT PROCEDURES AND CONTRACT VALUE:

Payment to the CONTRACTOR shall be due and payable upon completion of the project as described in the Scope of Work to the complete satisfaction of the TOWN.

The contract value of this contract shall not exceed \$50,000 or the dollar amount submitted in the Contractors Price Proposal (\$45,638 and an additional work day at \$3,055/day) hereto this agreement unless a change order has been approved by the TOWN prior to the additional work.

4. APPLICABLE PROVISIONS OF THE LAW:

This is a Massachusetts contract and shall be construed and interpreted according to the laws of the Commonwealth of Massachusetts. To the extent that any of the provisions contained herein are inconsistent with the requirements of the Massachusetts General Laws or other applicable law, the requirements of applicable provisions of law shall control and any such inconsistent provision or provisions hereof shall be deemed modified or stricken to the extent required to comply with the law.

5. INDEPENDENT CONTRACTOR:

The CONTRACTOR acknowledges and agrees that it is acting as an independent CONTRACTOR for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.

6. INDEMNIFICATION:

The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.

7. INSURANCE:

A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

General Liability

Bodily Injury Liability \$1,000,000 per occurrence

Property Damage Liability \$1,000,000 per occurrence

Or combined single limit \$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws, per state statutory requirements.

B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

8. TERMINATION:

A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the

work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing, by mail or e-mail, stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice, by mail or e-mail, thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice, by mail or e-mail, specifying therein the termination date which shall not be sooner than ten (10) days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

9. CONTRACT DOCUMENTS:

The Contract Documents consist of this Agreement, Drawing Set, Proposal Form, Signature Page for Certifications Required by Law, Signature Page for Certification of OSHA Training, Specifications, Prevailing Wage Sheet and Addendum as included in the RFP.

10. WORKMANSHIP WARRANTY:

The CONTRACTOR shall warranty the workmanship for 12-months. Any failure in the WORK shall be repaired or replaced by the CONTRACTOR at no cost to the TOWN within 30-days of notification. The warranty shall start immediately after the final TOWN acceptance and payment issuances.

11. WAGE RATES:

This is a prevailing wage contract.

Full compliance with Federal, State and Municipal Wage Laws is required of all work done for the Town of West Newbury. Minimum Wage Rates as determined by the Commissioner of the Department of Labor and Industries under the provision of M.G.L., Chapter 149, Section 26 to 27D, as amended, apply to this project. It is the responsibility of the Contractor, before bid opening to request, if necessary, any additional information on Prevailing Wage Rates for those tradespeople who may be employed for the proposed work under this contract. Prevailing Wage Rates 20240102-026 are applicable to this project. A weekly certified payroll submittal shall be required of the successful bidder in accordance with MGL C149, S27B. No payments will be made by the Town until all payroll information necessary for the Town to determine compliance with prevailing wage law requirements for the time period of the payment request has been submitted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

Executed this 18th day of March, 2024

The Town of West Newbury, by

Katelyn Barker
Katelyn Barker
Chief Procurement Officer

Submitted and agreed upon by the CONTRACTOR,

Scott Wells
Name (signature)

Printed Name: Scott Wells

Title: President

Company Name: Wells Restoration, LLC

Phone Number: [REDACTED]

E-Mail: [REDACTED]

CERTIFICATION PURSUANT TO M.G.L. CHAPTER 44 SECTION 31C

The undersigned hereby certifies, pursuant to M.G.L. Chapter 44 section 31C, that an appropriation in the amount of this contract is available.

Jennifer Walsh
Jennifer Walsh
Town Accountant

3/21/2024
Date

[REDACTED]

Certifications Required by Law

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

STATEMENT OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support

NON-COLLUSION CERTIFICATE

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean and natural person, joint venture, partnership, corporation or other business or legal entity.

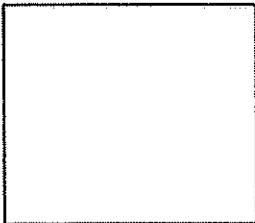
COMPLETE AND SIGN BELOW:

Scott Wells
Authorized Person's Signature

3.18.24
Date

Scott Wells, President
Print Name & Title of Signatory

Wells Restoration, LLC
Name of Contractor/Vendor



Corporate seal, if applicable

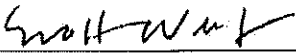
[REDACTED]

Certificate of OSHA Training

In Accordance with M.G.L. C.30, S.39S;

The undersigned hereby certifies that within Wells Restoration, LLC (*Name of Company*), all employees and any sub-contractors to be employed at the Worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10-hours in duration at the time the employee begins WORK and who shall furnish documentation of successful completion of said course with the first payroll report for each employee and that all employees to be employed in the WORK subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10-hours in duration.

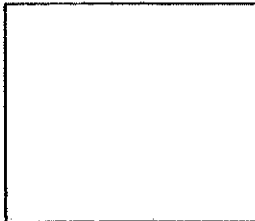
COMPLETE AND SIGN BELOW:


Authorized Person's Signature

3.18.24
Date

Scott Wells, President
Print Name & Title of Signatory

Wells Restoration, LLC
Name of Contractor/Vendor



Corporate seal, if applicable

DRAFT

March 18, 2024

TO: Select Board, West Newbury, Mass.
FROM: Capital Improvements Committee
SUBJECT: FY 2025 Capital Improvements Committee Draft Preliminary Report

This is a draft preliminary report from the West Newbury Capital Improvements Committee to the Select Board addressing FY2025 Capital Request Priorities. Twenty-one projects were submitted to the committee. Five were withdrawn.

Copies of the Article Request Forms and supplemental information were circulated to each member of our committee by the Town Manager. At meetings in February and March the committee met with Department representatives to discuss their requests. Additional information concerning significant changes to the scope and content of a number of the projects was provided to the committee following their initial submission and further information concerning a number of projects is anticipated in the next few weeks. One of the projects was first submitted to the committee at its last meeting on March 14, 2024. Since additional information concerning a number of projects is anticipated to be available in the next few weeks the committee decided to perform a preliminary prioritization of the 16 remaining projects and meet again on April 4, 2024 to finalize prioritization and submit a final report to the Select Board. This report is being submitted in compliance with the bylaw requiring submission of a report six weeks prior to Town Meeting. It is in draft form because, due to time constraints, the committee has not had an opportunity to approve it in an open meeting.

While funding of the Town's stabilization account will not always match the projected capital asset replacement costs, the committee feels strongly, as always, that the stabilization fund should strive to be sufficient to address the Town's capital needs. After reviewing the Stabilization Chart for FY2025 and following years, and the Town's projected finances for FY25, the committee unanimously recommends an appropriation of \$800,000 to stabilization for this year, with \$600,000 to come from raise and appropriate and \$200,000 to come from free cash.

The committee also unanimously voted to recommend that the Select Board consider treating police cruiser acquisitions as an operating expense in the budget.

Below is the preliminary prioritization of this year's requests.

--Priority No 1-- Fire Department -- tanker replacement

The request is for \$560,000.00 to purchase a new 3,000-gallon water tanker/pumper to replace a 1984 Ford tanker/pumper refurbished in the late 1990s. The current tanker has not passed required testing over the last two years.

--Priority No. 2— Department of Public Works – replacement of failing sections of concrete flooring throughout the Page School

The request is for \$50,000.00 to repair sections of the gypsum concrete floor slab where cracks and holes are trip hazards.

--Priority No. 3 –Water Department – replacement of well pump #1, piping and check valves at the well field

The request is for \$44,000.00 to replace well pump #1 and associated piping and valves at the wellfield. The current pump, from the 1990s, has been partially rebuilt previously and now need to be replaced. The new pump will be variable speed and more energy efficient.

--Priority No. 4 –Police Department – cruiser replacement

The request is for \$57,000.00 to replace a 2018 Ford Explorer cruiser with either a hybrid or gas-powered 2025 Ford all-wheel-drive utility vehicle. The current vehicle is due for replacement based on mileage and the cost of recent repairs.

--Priority No. 5 –Town Manager– rebuilding of the Middle Street bridge

The request is for an undetermined amount to fund the rebuilding of the Middle Street Bridge. The bridge was closed in 2018 following its structural failure. All permitting has been completed, some grant funds have been obtained by both West Newbury and Newburyport, and some grant applications are outstanding. Town Meeting previously appropriated \$600,000.00 for this project. The amount of, and mechanism for, the additional funding necessary remains undetermined but is being discussed. The intermunicipal agreement between West Newbury and Newburyport necessary for the project to proceed has expired; work on a new agreement is ongoing.

--Priority No. 6 – Department of Public Works – annex flooring replacement

The request is for \$62,000.00 to remove and replace the existing annex flooring, including fixing the existing sewerage pipe and asbestos removal.

--Priority No. 7 –Projects/Programs Manager – Coffin Street culvert design, engineering, and permitting

The request is for \$50,000.00 for the design, engineering, permitting, and procurement for two failed culverts on Coffin Street. Initial data has been provided by GEI in connection with the climate change grant for River Road.

--Priority No. 8 –Highway Superintendent– dump truck with plow replacement

The request is for \$350,000.00 to replace a 2011 International dump truck equipped with salter unit and plow with a 2025 HV607 snow fighter with patrol wing dump plow sander. The current vehicle is heavily used, has 36,376 miles and 2,950 hours of run time, and has major body and frame rust. It is one of the town's three full size plow trucks.

--Priority No. 9 — Projects/Programs Manager—telecom replacement/upgrades at town offices, public safety complex, and library

The request is for an undetermined amount to fund the replacement, rerouting, and upgrading of all telecom and network cabling in the 1910 building. The VOIP phone system requires each phone to have internet access. Separate cabling from the computer network is preferred. The 1910 building cabling network would be upgraded when the new cabling is installed. The server rack and telephone lines switch room will be relocated to a locked area for security. Additional information is anticipated.

--Priority No. 10 —Department of Public Works – Page School elevator engineering and repairs

The revised request is for \$50,000.00 for obtaining a new vendor to evaluate the elevator, which unexpectedly failed inspection in January, 2024, and for repairs to return the elevator to reliable service. Additional information is anticipated.

--Priority No. 11 —Highway Superintendent – accessories for trackless MT7 tractor

The request is for \$41,540.00 to purchase a boom flail mower and dual tires to use with the mower. This would increase the use of the vehicle from snow removal to multi-season use.

--Priority No. 12 — Department of Public Works – installation of generator for annex

The revised proposal is for \$90,000.00 for the installation a generator to support the annex, including air conditioning, so that it could be used as an emergency shelter in case of emergency. Natural gas would be the preferred fuel.

--Priority No. 13 —Highway Superintendent – replacement of zero-turn mower

The request is for \$33,000.00 for a Kubota zero-turn mower with climate-controlled cab to replace the current 2002 zero-turn mower. The cab would protect the operator from dust, heat, and noise. It is difficult to find replacement parts for the current mower, which also has electrical and overheating issues.

--Priority No. 14 — Department of Public Works – public safety complex interior/exterior painting and improvements

The request is for \$23,835.00 for replacing trim on gable ends and damaged trim, installing light blocks for exterior lights, repairing damaged framing, and painting the front of the building. The work is being done in-house at significant savings.

--Priority No. 15 — Department of Public Works – installation of town office electronic keying system

The updated request is for \$28,000.00 for installation of an electronic keying system for the external doors and the archives/server room in the basement. The precise system (e.g. card, fob, code) has not been determined.

--Priority No. 16 —River Road Resiliency engineering

The committee has not received an article request for this project which has been described as a continuation of the study currently being done under the Municipal Vulnerability Preparedness grant.

Respectfully Submitted:

Elisa Grammer, Ross Capolupo, Polly McDowell, Rick Parker, Paul Niman, Judy Mizner, Chair

| Capital Improvement Committee "Form E" rating test for budget request priorities: | | | | | | | | | | | | | | | | | |
|---|---------|---------------------|--------------------------|--------------------|--------------------|------------------|------------------|------------------------|-------------------------------------|---------------------|----------------------------------|--|---------------|---------------------------------------|----------------------------|-------------------|--|
| FY 2024 | Amount | TBD | \$560,000 | \$62,000 | \$90,000 | \$50,000 | \$350,000 | \$33,500 | \$41,540 | TBD | \$28,000 | \$23,835 | \$44,000 | \$50,000 | \$50,000 | \$57,000 | \$40,000 |
| | Dept | Select Board | Fire | DPW/ Facilities | DPW/ Facilities | Page School | DPW / Highway | DPW / Highway | DPW / Highway | DPW/ Facilities | DPW/ Facilities | DPW/ Facilities | Water | DPW/ Highway | Page School | Police | Select Board |
| | Project | Middle St Bridge | Fire Pumper Tanker | Annex Flooring | Annex Generator | Page Flooring | Plow Truck | Zero- Turn Mower | Trackless Vehicle Accessories | Telecom Upgrades | Town Offices Keyless Entry | Public Safety Complex Improve- ments | Water Pump | Engineering, Coffin St Culverts | Page School Elevator | Police Cruiser | Engineering, River Road Resiliency |
| Judy Mizner | | 1275 | 1500 | 1200 | 1250 | 1350 | 1375 | 1200 | 1100 | 1300 | 1125 | 1175 | 1400 | 1300 | 1200 | 1400 | 0 |
| Ross Capolupo | | 1175 | 975 | 1175 | 925 | 1300 | 1000 | 1100 | 1125 | 1125 | 1125 | 1075 | 1225 | 1000 | 1150 | 1050 | 725 |
| Elisa Grammer | | 1110 | 1465 | 1555 | 1310 | 1305 | 1150 | 1130 | 1140 | 1270 | 1320 | 1050 | 1370 | 1520 | 1099 | 1165 | 1350 |
| Polly McDowell | | 1725 | 1775 | 1400 | 1175 | 1675 | 1300 | 1290 | 1340 | 1275 | 725 | 1100 | 1525 | 1500 | 1425 | 1325 | 850 |
| Paul Niman | | 925 | 1275 | 1000 | 1150 | 1350 | 1275 | 1100 | 1075 | 1000 | 975 | 1000 | 1325 | 1000 | 1250 | 1525 | 975 |
| Rick Parker | | 1650 | 1650 | 1475 | 1125 | 1375 | 1425 | 1075 | 1200 | 1500 | 1350 | 1225 | 1375 | 1425 | 1300 | 1575 | 1500 |
| [VACANT] | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Number | | 7860 | 8640 | 7805 | 6935 | 8355 | 7525 | 6895 | 6980 | 7470 | 6620 | 6625 | 8220 | 7745 | 7424 | 8040 | 5400 |
| Ranking | | 5 | 1 | 6 | 12 | 2 | 8 | 13 | 11 | 9 | 15 | 14 | 3 | 7 | 10 | 4 | 16 |



West Newbury Water Dept.
381 Main Street
West Newbury, MA 01985
(978) 363-1100 Ext.127

LEGAL NOTICE

PUBLIC HEARING

TOWN OFFICES
381 Main Street
West Newbury, MA 01985
Meeting to be held in the **Annex Building**
Thursday, March 21, 2024
6:00 pm

Notice is hereby given that the Board of Water Commissioners will hold a public hearing in the Annex Building to invite public comments on the following items:

Restructure of current water rates that will go into effect on the Spring billing, April of 2024 and to inform the public about the upcoming Church and Prospect Streets water main replacement project.

For more information or any questions please contact the Water Department at the number above.

Bob Janes, Chair
Board of Water Commissioners

RECEIVED
TOWN CLERK
WEST NEWBURY, MA
2024 MAR 13 PM 12:51

Summary of Water Use and Water Rates

West Newbury Board of Water Commissioners

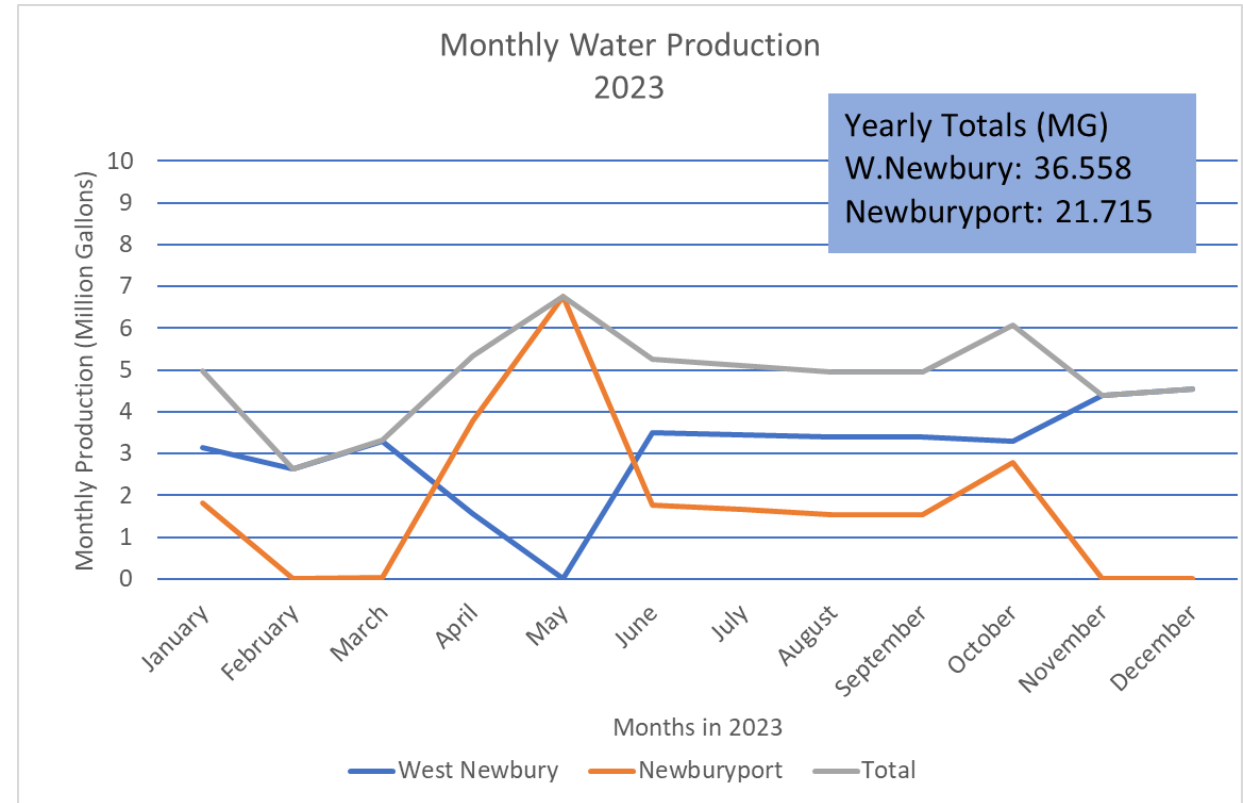
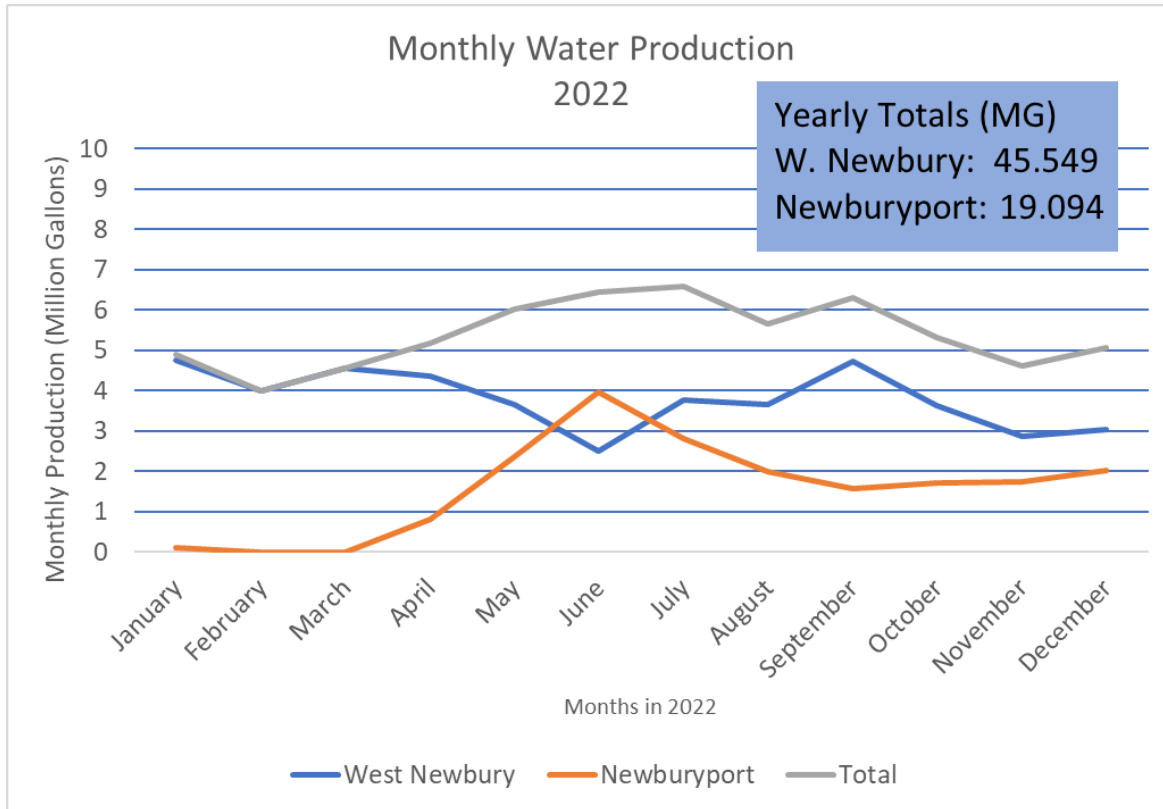
Water Rates Hearing

Annex Auditorium

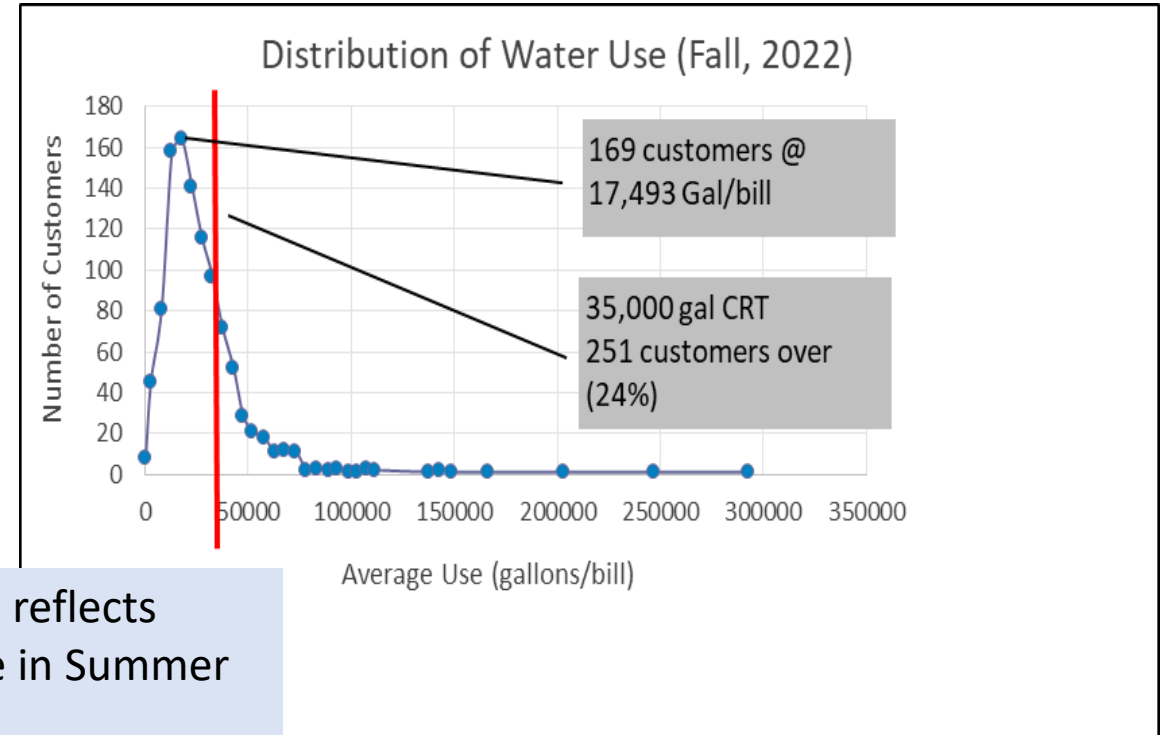
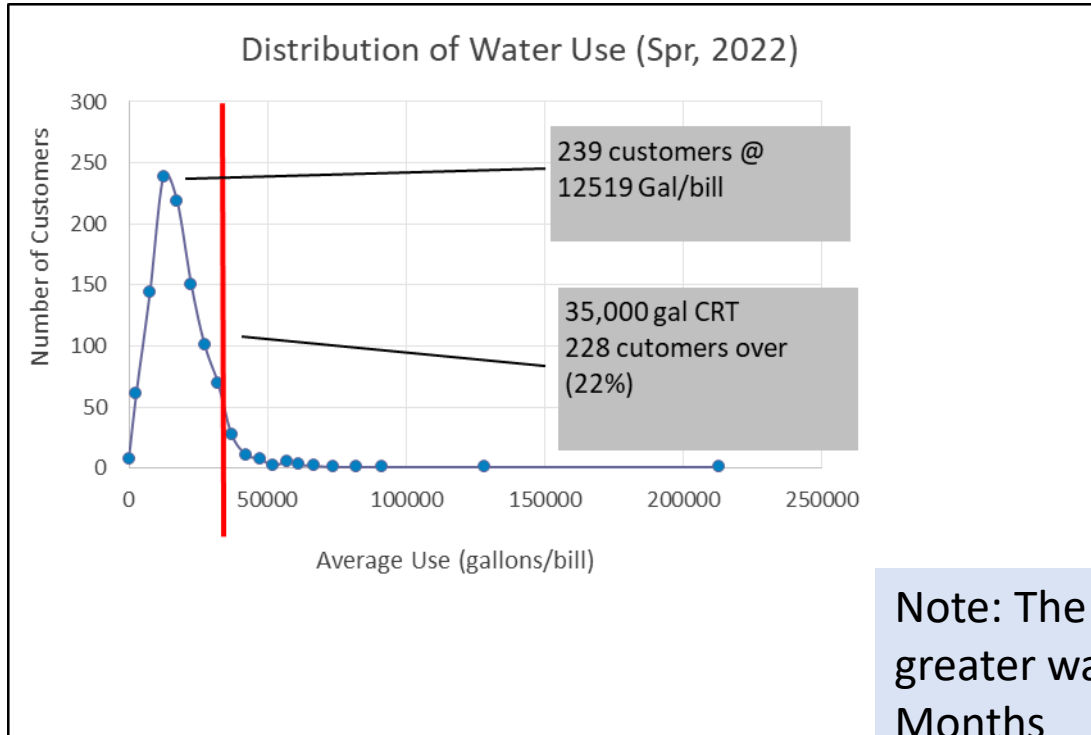
March 21, 2024

6:00 pm

2022 and 2023 West Newbury Production



Customer Use Distribution (2022 data)

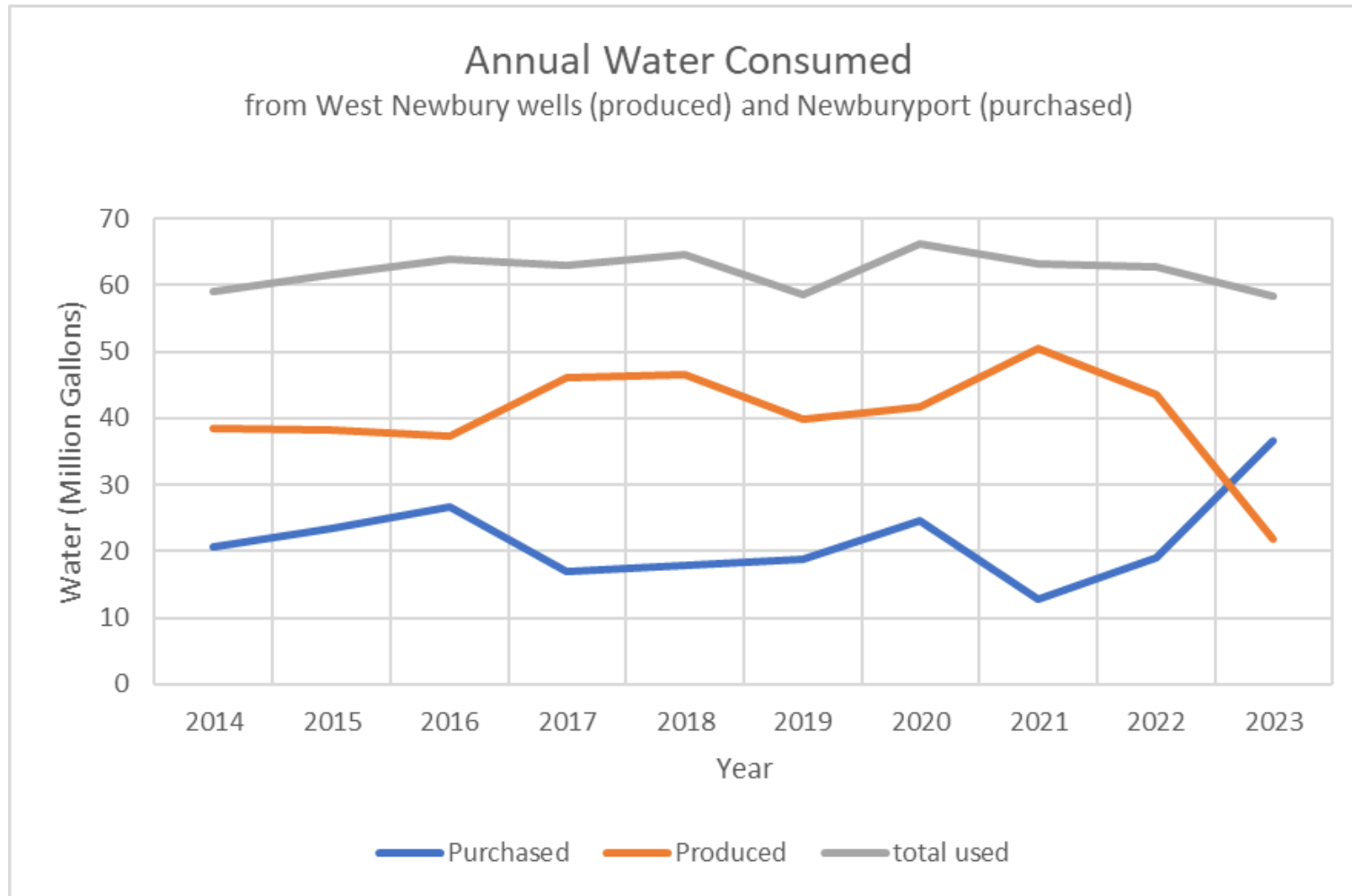


Note: The Fall Bill reflects greater water use in Summer Months

There are 1061 water customers served by the Water Department.
 The average customer (top of usage curves) used 30,012 gallons in 2022
 Total Water used over 35,000/bill (Spr and Fall) in 2022: 5,950,000 gal
 Total Water Used in 2022: 48,553,000 gallons

Percent of total water beyond Conservation Rate Threshold (CRT) in 2022: 12.26%
 Percent of total water under conservation Rate Threshold (CRT) in 2022: 87.74%

Water Source (Average of 32%/yr from N'Port)



10-year average annual
volume purchased: 21.7MG

7-year average annual
payment: \$158,000

Water Department Revenues Summary

Revenues are set to meet and/or exceed expenses given the uncertainty of demand, water purchase cost and unforeseen system repairs.

Sources of Revenue include:

- Water User Charges (>90% of total revenue)
 - Consumer Base Charge (\$70.00/bill)
 - Consumer Base Rate (currently \$14.43/1000 gallons)
 - Consumer Conservation Rate (currently \$17.48/1000 gallons)
- “Other” Revenue (< 10% of total revenue)

Current Water Rates have not changed since 2019

The 2025 projected budget is \$1,250,014.

This is an increase of 26.5% from 2024 budget (\$987,171).

Reasons for budget increase:

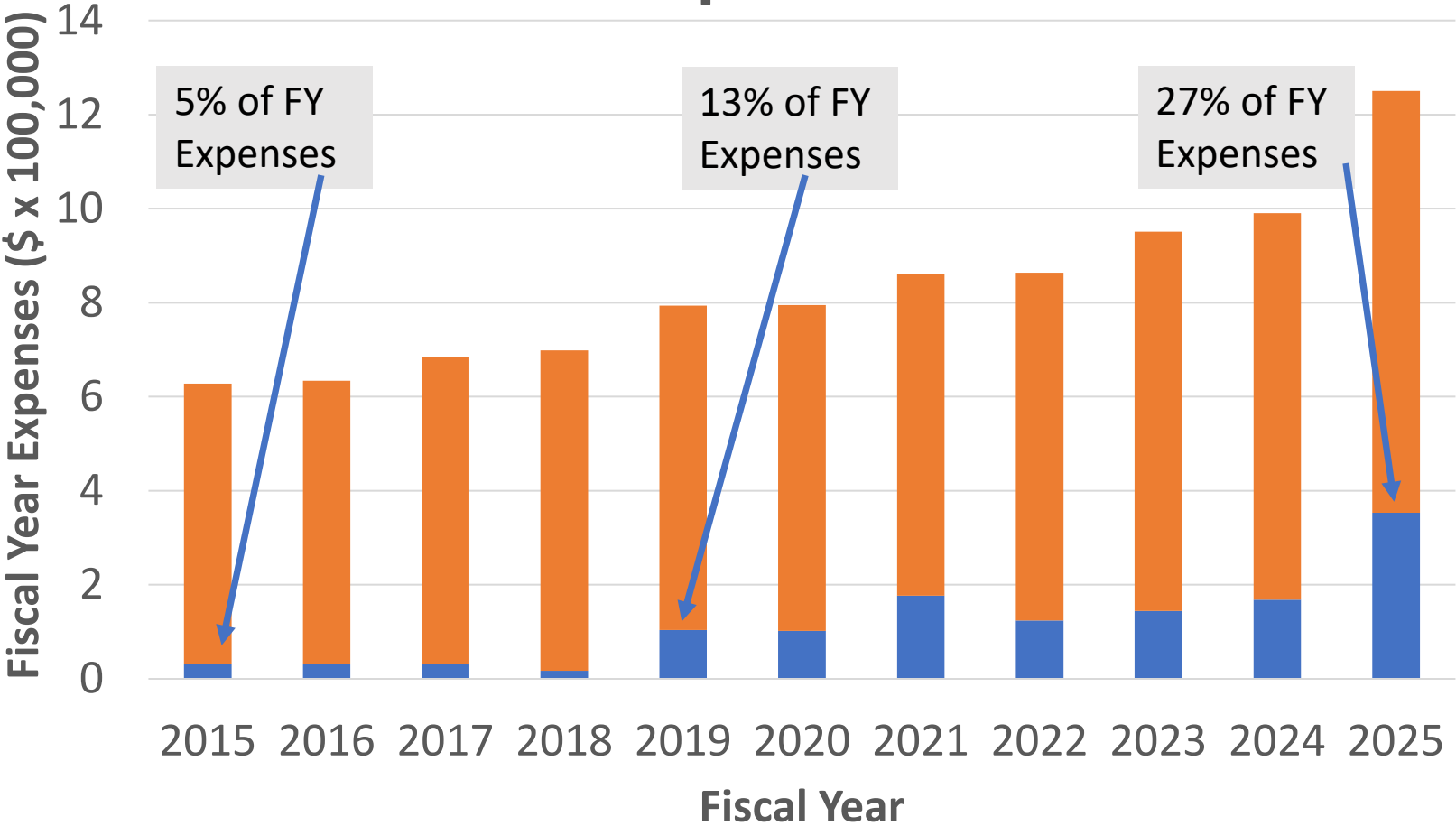
111% increase in debt service (\$353,000 from \$167,913)

Increase in projected Newburyport water purchase (\$150,000 from \$110,000)

Increase in Retirement/Insurance premiums for staff

NOTE: to continue to provide current services, future capital projects are required, which will affect debt service in the future.

Annual Water Dept. Expenses 2014-present



■ Debt Service ■ Other Expenses*

* (All) "Other Expenses" include: Salaries, Water Purchase, Insurance, Facilities Materials/Supplies/Equipment, Contractors, etc. (see Budget Line Items)

Conservation Rate Explained

- The Conservation Rate applies for consumption over 35,000 gallons per bill.
- The Conservation Rate is intended to incentivize conservation of water use (mostly summer irrigation)
- The Commonwealth of Massachusetts recommends water use at 65 gal/person/day (this equates to 33,215 gal/bill for West Newbury residents)
- Commonwealth of Massachusetts guidance recommends a Conservation Rate of 1.5-2x the Base Rate
- Currently, West Newbury's Conservation Rate is 1.2x the Base Rate (\$17.48/1000gallons).
- **The proposed new Conservation Rate of 1.67x the Base Rate (\$27.48/1000 gallons)**

Base Rate and Base Charge Explained

- The Base Rate applies to all water consumption under 35,000 gallons/bill.
- >75% of West Newbury consumers use <35,000 gallons/bill
- The current Base Rate is \$14.43/1000 gallons.
- **The proposed Base Rate is \$16.43/1000 gallons**
- The Base Charge applies to all West Newbury Consumers.
- The current Base Charge is \$70.00/bill
- **The proposed Base Charge is \$70.00/bill (unchanged)**

2024-25 Rates Options

\$1,250,014 Budget

60MGY sold: 16.2MG @ \$9.25/1000gal, 43.8MG Produced

Based on 2022, 12% of water (7.2MG) used at over Conservation Rate Threshold (CRT) of 35,000gal

Base Charge (BC): \$70.00/bill x 2 Bills/yr

1061 Customers

$\$1,250,014 = (1061 \times \$140) + (\$BR \times 52800000/1000) + (\$CR \times 7200000/1000)$

Scenario: 60 MG sold in 2025

| Conservation Rate (CR) to Base Rate (BR) Ratio (i.e., CR/BR) | BR (\$) | CR (\$) | BC Revenue (\$) | BR Revenue (\$) | CR Revenue (\$) | Total Water Customer Revenue (\$) (BR+CR+BC) | TOTAL Water Dept Revenue (\$) (including \$117,000 of "Other" Revenue) | Surplus/(Deficit) (\$) |
|---|---------|---------|-----------------------|--------------------|--------------------|---|---|---------------------------|
| CR = 2BR | 16.39 | 32.78 | 148540 | 865392 | 236016 | 1249948 | 1366948 | 116934 |
| CR = 1.5BR | 17.33 | 26.00 | 148540 | 915024 | 187200 | 1250764 | 1366948 | 116934 |
| CR = 1.21BR | 17.91 | 21.67 | 148540 | 945648 | 156024 | 1250212 | 1367212 | 117198 |
| Hybrid | 16.43 | 27.48 | 148540 | 867504 | 197856 | 1213900 | 1330900 | 80886 |

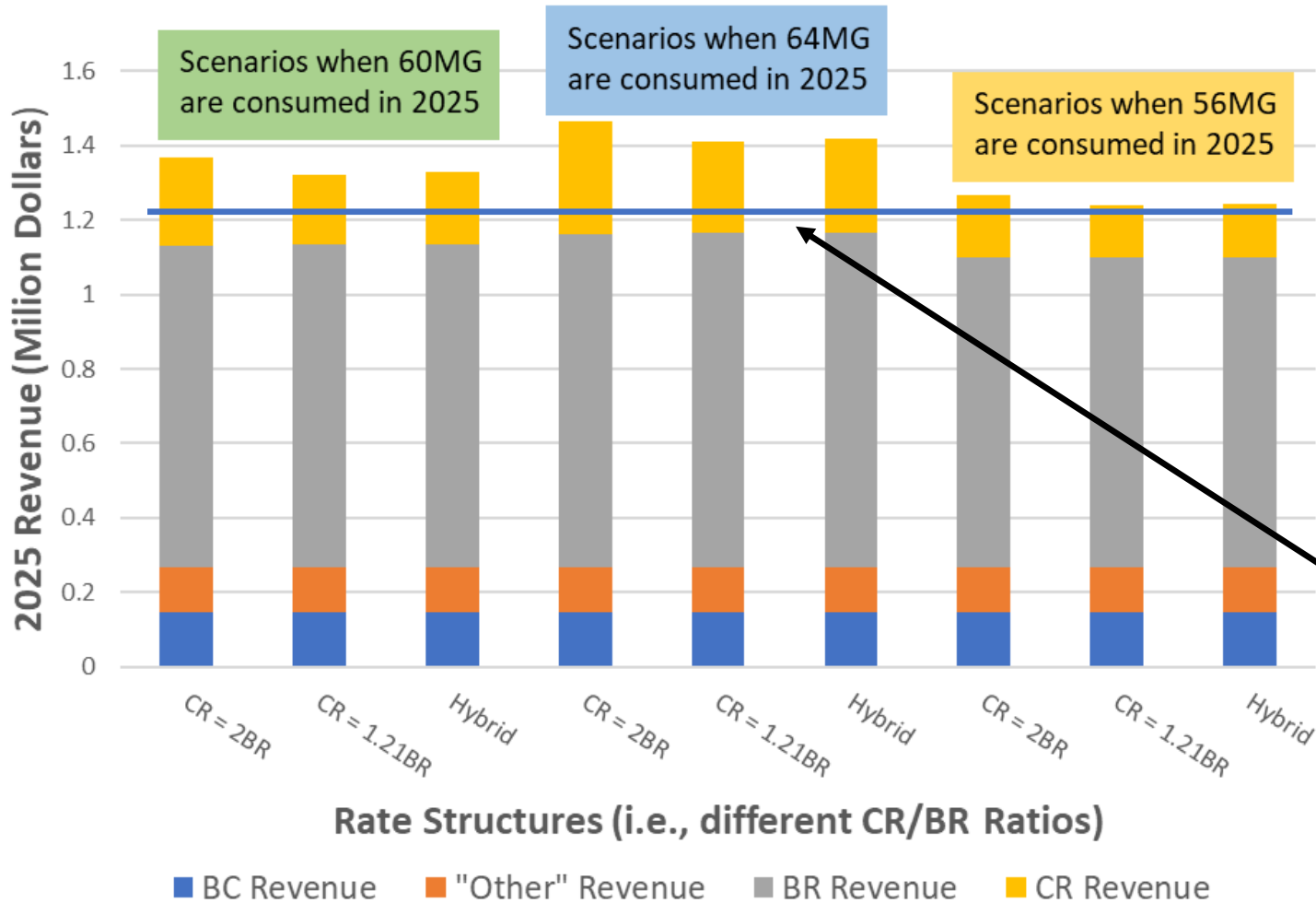
*The Current: Base Rate (\$14.43/1000 gal; Conservation Rate (\$17.48/1000gal; and Base Charge (\$70.00/bill) have not changed since 2019.

- The current BR/CR ratio is 1.21
- A "typical" CR/BR ratio is 1.5-2
- The proposed Hybrid CR/BR ratio is 1.67, which represents a \$2.00 BR increase and \$10.00 CR increase to current rates.

*Water Rates must be set to provide revenue that exceeds projected 2025 expenses.

*Any budget surplus provides resources for future necessary capital projects

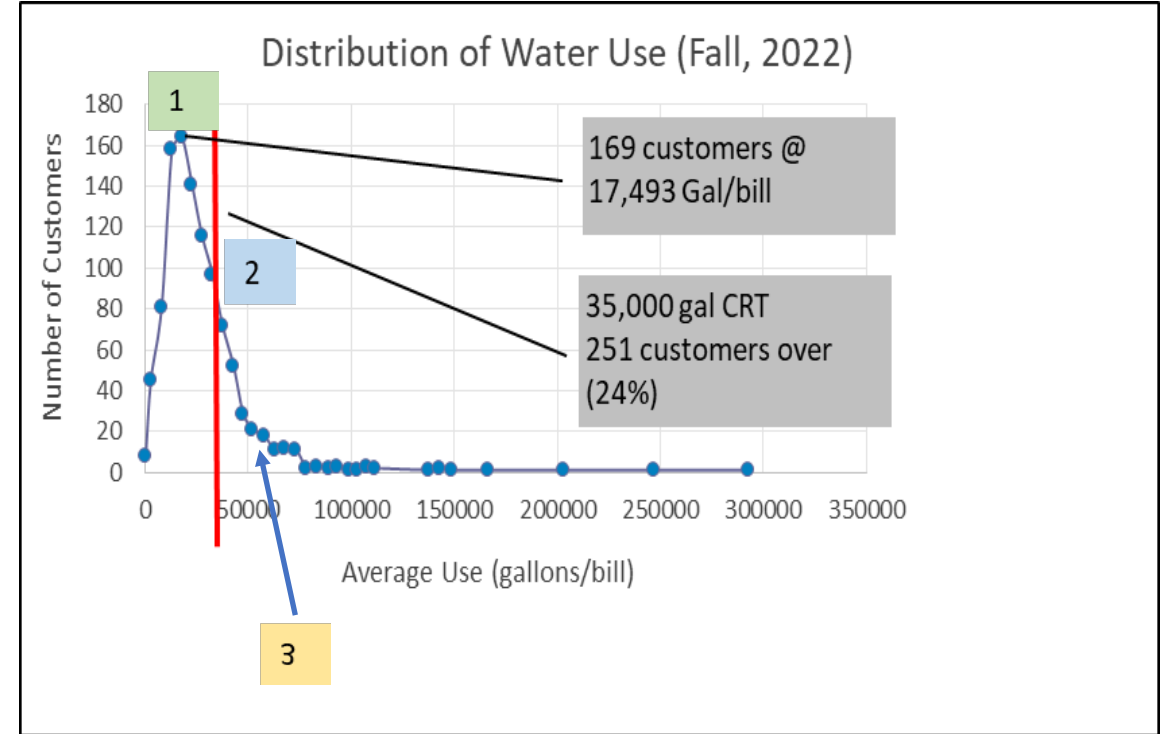
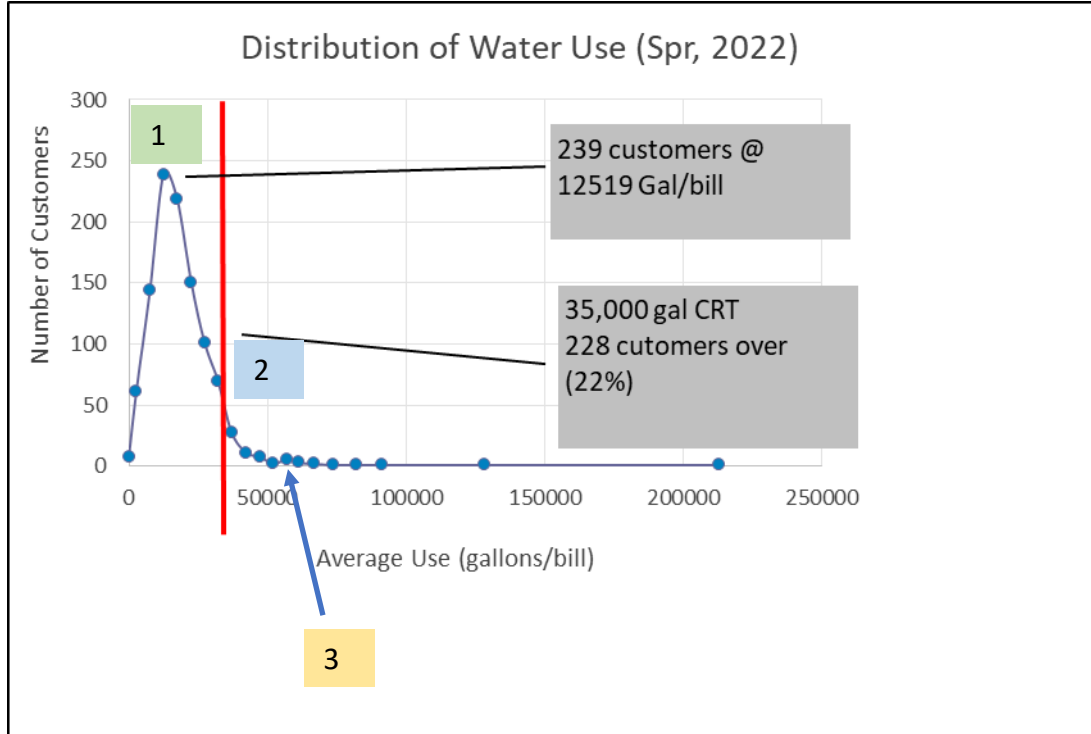
2025 Water Revenue Scenarios Based on Different Rate Structures



The proposed Base Rate increase of \$2.00/1000gal and Conservation Rate increase of \$10.00/1000gal will provide revenue to meet expenses and provide a modest surplus under possible anticipated water demand scenarios

The blue line represents the FY2025 Budget Threshold, \$1.25M

Effect of Rate Changes on Customer Bills



- Customer 1: Uses the Town Average (gallons/bill)
- Customer 2: Uses 35,000 gallons/bill (70,000/yr)
- Customer 3: Uses 60,000 gallons/bill (120,000/yr)

| Examples of Customer Bill Amount Changes for Different Water Use Based on 2025 Rate Changes | | | | Customer 1 | | | Customer 2 | | | Customer 3 | | |
|---|--|-------|-------|--------------------------------------|--------|------------|--|--------|------------|--|---------|------------|
| | | | | Average Customer (top of Bell Curve) | | | Customer at Conservation Rate Threshold (35000/bill) | | | Customer using 60,000 gal/bill (25,000gal over CR each bill) | | |
| | | | | Spring | Fall | Total (yr) | Spring | Fall | Total (yr) | Spring | Fall | Total (yr) |
| Water Use (gallons) | | | | 12519 | 17493 | 30012 | 35000 | 35000 | 70000 | 60000 | 60000 | 120000 |
| | | | | Customer Bill (\$) | | | Customer Bill (\$) | | | Customer Bill (\$) | | |
| 2024 Water Rate | | BR | CR | 250.65 | 322.42 | 573.07 | 575.05 | 575.05 | 1150.10 | 1012.05 | 1012.05 | 2024.10 |
| 2025 Water Rate (if CR/BR Ratio unchanged) | | 17.91 | 21.67 | 294.22 | 383.30 | 677.51 | 696.85 | 696.85 | 1393.70 | 1238.60 | 1238.60 | 2477.20 |
| 2025 Water Rates (at proposed CR/BR ratio of 1.67) | | 16.43 | 27.48 | 275.69 | 357.41 | 633.10 | 645.05 | 645.05 | 1290.10 | 1332.05 | 1332.05 | 2664.10 |

10.5% increase

12.2% increase

31.6% increase

Summary

- ***Water Rates must increase for the first time since 2019*** to meet expense increases due primarily to a 111% increase in debt services.
- The Debt Service increase is due to the expense of necessary infrastructure replacement/improvements.
- Approximately 1/3 of the water consumed in West Newbury is purchased from Newburyport.
- Water demand varies annually and demand increases significantly in the Summer months (reflected in the Fall Bill).
- The Conservation Rate will increase in an effort to decrease summer water use and minimize the increase to the Base Rate.
- The Base Water Rate increase of \$2.00/1000 gallons will increase the cost of water to the average consumer by \$60.00/yr (10.5% increase).
- The Base Charge will remain unchanged (\$70.00/bill)

Executive Assistant

From: West Newbury Emergency Management <ema@westnewburysafety.org>
Sent: Tuesday, March 19, 2024 10:30 AM
To: Angus Jennings
Cc: Executive Assistant
Subject: Part time police officer appointment request

Angus,

I am requesting the Select Boards consideration to appoint the following individual as a part time police officer for the Town of West Newbury.

Zachary Dunham of Plaistow, NH. Zachary was a graduate of Beverly High School in 2013 and served in the United States Marine Corps from 2013 – 2018. He was honorably discharged at the rank of Corporal/Ground Support Equipment Technician for Aviation/E-4. Zachary is currently employed by the Essex County Sheriff's Department as a Deputy Sheriff and currently maintains certifications and training that is required to perform the duties as a West Newbury Police Officer.

Sgt. Johnson completed a full background investigation. Nothing concerning was revealed by his personal references or employment history. He was unable to locate any information or other materials that would preclude his abilities to perform the duties of a part time police officer for the Town of West Newbury. Zachary completed the required MPTC Bridge Academy and would be required to complete field training with through our department during his probationary time.

If you have any questions, please let me know,

Respectfully,

Michael Dwyer

E.b.



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 22, 2024
RE: Designation of Inspector of Animals

As you recall, on Jan. 29th you designated Kayla Provencher as Animal Control Officer. Glenn Cogswell, the Newburyport Assistant ACO was also included in that vote. A separate nomination process is required to designate the Inspector of Animals. This designation is necessary to authorize the performance of required annual barn inspections.

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources
100 Cambridge Street, 9th Floor, Boston, MA 02114
www.mass.gov/agr



Maura T. Healey
GOVERNOR

Kimberley Driscoll
LIEUTENANT

Rebecca L. Tepper
SECRETARY

Ashley E. Randle
COMMISSIONER

March 4, 2024

RE: NOMINATION OF INSPECTOR OF ANIMALS

RECEIVED

MAR 7 2024

TOWN MANAGER
TOWN OF WEST NEWBURY

Nominating Authority:

Enclosed is the nomination form for the Inspector of Animals for your city or town. **This form is due back to the Division of Animal Health by April 1, 2024.** The appointment will run from May 1, 2024, until April 30, 2025. If more than one inspector was appointed for your city or town, there is a separate form for each. If you are nominating the same inspector(s) this year, **be sure that all of the contact information is complete and still correct.** Any corrections should be made in the space provided on the right. If you will be nominating a new inspector, that person's information should be entered in the space provided on the right. Submit a separate form for each inspector nominated. Also, be sure that all of your (nominating authority) information is complete and correct. Any changes to your information should be made in the space provided to the right.

Once all of the contact information is confirmed to be correct, all that is needed is to **have the nominee sign the form**, accepting the nomination and swearing to faithfully perform the duties of that office. **The nominee's signature must be notarized.** In many cases the city or town clerk is a notary.

Your municipality can have as many animal inspectors appointed as you feel are needed to fulfill the duties. Please note, a duty of the municipal animal inspector is the annual "barn inspection". An inspector is not able to perform an inspection on their own property. If your inspector keeps animals in your town, then the municipality will require an additional inspector to perform that inspection.

After the nominee's signature has been notarized, simply **return the form to the Division of Animal Health at the address listed at the top of the form.** Please note that this is a new mailing address. The Division of Animal Health will send back confirmation of the inspector's appointment. **Please note that regardless of when the most recent appointment was made, it is only valid through April 30, 2024.** This nomination will cover the year starting May 1, 2024, and run until April 30, 2025.

If you have any questions, please call Ashley Kraft at the cellphone number (617) 823- 0145 or email Ashley.Kraft@mass.gov.

Thank you,

Michael Cahill, Director
Division of Animal Health

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(/) > [EEA \(/orgs/executive-office-of-energy-and-environmental-affairs\)](#) > [Massachusetts Department of Agricultural Resources \(/orgs/massachusetts-department-of-agricultural-reso](#)

Municipal Animal Inspector Qualifications and Duties

Who can be a Municipal Animal Inspector? What do they do?

Municipal Animal Inspector Qualifications and Duties

I. Qualifications

A municipal animal inspector should be reasonably experienced in the care and handling of domestic livestock animals, be generally experienced in their husbandry and be knowledgeable in the handling and care of other domestic animals such as dogs and cats. Knowledge and experience with common “urban wildlife” such as raccoons, skunks and bats that expose domestic animals and come under the jurisdiction of the MA Division of Fisheries and Wildlife will prove beneficial in the collection of specimens for submission to the State Rabies Laboratory.

Municipal Animal Inspectors should familiarize themselves with domestic animal import requirements. They should also understand local ordinances (sanitary codes, zoning laws, etc.) which may form part of their duties to their primary nominating body at the municipal level.

There are no scholastic, professional (ie: Veterinarians) or farm experience requirements for the position of Animal Inspector. A generalized knowledge of domestic animals will prove very useful.

II. Duties

A. The primary duty of the Animal Inspector has recently become [rabies control \(/rabies-control-program\)](#) in the domestic animal population. There are several angles which must be covered to accomplish this.

1. Domestic mammals which come in contact with, or are otherwise exposed to the rabies virus must first be assessed to determine severity of risk. Depending on the vaccination status of the domestic mammal involved, it will be either quarantined or destroyed. Be sure to send in the Notice of Exposure forms that are used for this type of quarantine at least once a month.

2. The Animal Inspector will be contacted by local veterinarians when a client presents an animal which may have had an encounter with a potentially rabid animal. Again, the severity of the situation must be assessed before determining the proper course of action.
3. Any domestic mammal which bites a human or another domestic mammal must be quarantined for a period of ten days to determine the risk of rabies transmission. Be sure to send in the duplicate copies of the Order of Quarantine form at least once a month. If you do not have any animal bites in a six-month period, please send in a letter to that effect.
4. The Animal Inspector must ensure that all animals (wild or domestic) which must be tested for rabies are captured and euthanized. The head must be removed, packaged properly and submitted to the State Rabies Lab for testing. (Any questions, call the Rabies Lab at (617) 983-6385 for copy of protocol.) This is not to say that the Animal Inspector must perform these tasks personally, but he/she must ensure that they are completed.

B. Municipal Animal Inspectors are also responsible for barn inspections. Depending on the city/town, this may be a light task or a lengthy one. Barn inspections are designed to:

1. get a good census of the domestic animal population of the town
2. be sure that all of the animals appear to be in good health and free from disease, and
3. observe animal housing and ensure ample food and water are supplied.

Permission to inspect any premise upon which animals are kept is assured to Municipal Animal Inspectors under [Section 7 of Chapter 129](https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXIX/Chapter129/Section7) (https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXIX/Chapter129/Section7) of the MGL. Visits should be scheduled for normal business hours. If a conflict between the animal owner and the Inspector occurs, the Inspector may have a local police officer accompany him or her. If the problem persists, please call the Division of Animal Health:

(617) 626-1810 or (617) 626-1795.

C. The third duty of the Animal Inspector is to check ear tag numbers and date of arrival of cattle from out of state and to report this information on the Animal Inspector's copy of the Cattle and Llama Permit which is furnished to the Animal Inspector by the Department of Agricultural Resources.

D. Municipal Animal Inspectors may also be called to assist with other domestic animal disease quarantines in the event of an outbreak.

Regulations and Statutes

The Department of Animal Resources, Division of Animal Health enforces regulations regarding the prevention of the spread of rabies found in [330 CMR 10.00](https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXIX/Chapter129/Section7) (/doc/330-cmr-10-prevention-of-the-spread-of-rabies/download).

Authority for these actions is found in [Massachusetts General Laws Chapter 129: Livestock Disease Control](https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXIX/Chapter129). (https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXIX/Chapter129)

Attachment A: Required Proposal Form

RECEIVED

MAR 18 2024

TOWN MANAGER
TOWN OF WEST NEWBURY

Proposal For: Lease of Day Care Operation

| | |
|-------------------------|-----------------------|
| Company Name | The Children's Castle |
| Individual Contact Name | Debbie Rogers |
| Title | Director |
| Email Address | [REDACTED] |
| Company Address | 694 Main St. |
| | W. Newbury MA 01985 |
| Phone # | [REDACTED] |

Debbie Rogers
Signature of Individual Authorized to Submit Proposal

Debbie Rogers
Print Name

TOWN OF WEST NEWBURY

Attachment B – Certifications Required by Law

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

RECEIVED

MAR 18 2024

TOWN MANAGER
TOWN OF WEST NEWBURY

STATEMENT OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support

NON-COLLUSION CERTIFICATE

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean and natural person, joint venture, partnership, corporation or other business or legal entity.

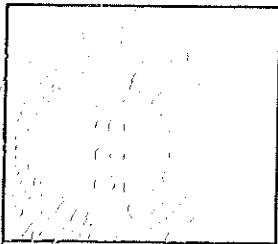
COMPLETE AND SIGN BELOW:

Debbie Rogers
Authorized Person's Signature

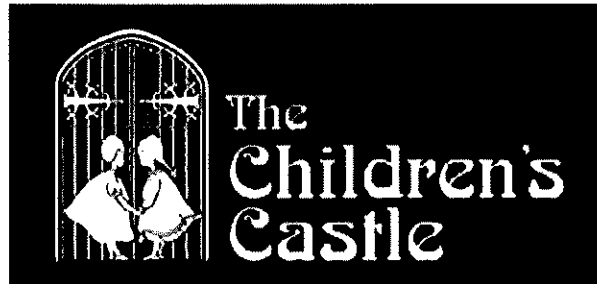
2.21.24
Date

Debbie Rogers, Director
Print Name & Title of Signatory

The Children's Castle, Inc.
Name of Contractor/Vendor



Corporate seal, if applicable



RECEIVED
MAR 18 2024
TOWN MANAGER
TOWN OF WEST NEWBURY

INTRODUCTION:

The purpose of this proposal is to be considered as a qualified day care provider to lease a portion of the building referred to as John C. Page School, 694 Main Street, West Newbury, MA for the purpose of conducting a quality day care operation to service the community.

In 1984 The Children's Castle was founded as a S Corporation in West Newbury by Janis Ridgley and Jana Whiting, who continue to be joint owners. It has been in operation in West Newbury since June 4, 1984. The first 5 years we leased St. John's Hall from All Saints Episcopal Church. Thereafter, we leased space from the Town of West Newbury in the John C. Page School. We ultimately renovated our current location adjacent to the school.

In 1986, we were the first child care center in New England to become accredited by the National Association for the Education of Young Children. This distinction is a rigorous procedure identifying excellent programs providing care for young children. The Castle was accredited numerous times over the years and we continue to maintain the same high standards.

We have been licensed by the State of MA continually since our inception. Our current licenser visited in January. During the visit she commented on how impressed she was with the interactions between our teachers and the children in our care. We have a well established and nurturing center for the children in our care.

HISTORY:

The Children's Castle was started in 1984 in leased space at All Saints Church here in West Newbury. After five years, the church's congregation had grown significantly and they needed their space back. Faced with going out of business, we searched for a new space to no avail. Fortunately for us, we were honored that the town and school administrators made room for us on the first floor of the Dr. Page School. After a few years, the Pentucket school superintendent's office moved from the Cardinal Cushing Academy building, leaving it vacant. We started renovating with permission from the town. At that time, the building was in poor condition. There were still wrought iron beds on the third floor from when it was a home for wayward boys. We hired Brian Conn, a West Newbury contractor. We replaced walls, windows, flooring and added bathrooms to name just a few things. We did receive some rent credits but the cost to us was much more. The Children's Castle has been at the Page School complex since 1989. We have taken great care of the building over the years as well as, paved the dirt parking lot. We can honestly say that in the last 34 years we have worked cooperatively with the Page School administrators and have never even had a disagreement. We award a scholarship each year to a Pentucket senior and have given to PTA and sports fundraisers. We enjoy a wonderful reputation in town and are happy to be part of the West Newbury community. We have donated to town businesses

in need of support as Page School events. The continued need for child care has grown significantly over the years. Our biggest enrollment is for full day care, which demonstrates that daycare has become a growing, continued need for working parents in our community. We are regularly full with a very lengthy wait list.

HOURS OF OPERATION:

The Castle is open 51 weeks of the year. Our hours of operation are 7:30 am – 5:00 pm.

PROGRAMS:

We enroll children from 3 months to 6 years of age. Classrooms are separated by age into Infant, Toddler, Pre-School, Pre-K and Kindergarten classrooms. Additionally, we offer After School care for children enrolled in elementary schools. We offer families the option of attending the school year, summer only or full year. Our morning program runs from 8:30 am to 12 pm. We have an extended day from 8:30 am – 2:30 pm. Full day care from 7:30 am- 5:00 meets the needs of many working families.

EDUCATIONAL PROGRAMS:

The Children's Castle has four teams guided by a Lead Teacher: infants and toddlers, preschool (three-year-old), prekindergarten (four-year-old) and Kindergarten. Teachers meet once a week with their team for training, exchanging ideas and supporting each other. Each team has an age-appropriate curriculum based on interesting themes that encourage learning and skill levels which are based on the Massachusetts Framework Goals.

Infants (three months to fifteen months) are cared for in a bright, safe environment that allows them to freely develop at their own rate. Reading, music and movement, language, self-help skills, inside and outside play and providing age-appropriate materials for them to explore are important. Infants maintain a flexible schedule based on their parent's requests regarding eating and naps. The staff to child ratio for infants is two adults to seven infants.

Our busy toddlers (fifteen months to two years nine months) learn through hands-on projects based on familiar weekly themes. Children are free to explore the room and are offered activities that promote learning in areas such as social skills, language, art, small and large motor development, music and movement, listening and self-help skills. Children have outside play every day that the weather allows. The staff to child ratio for toddlers is two adults to nine toddlers.

Preschoolers (three-year-old) participate in a curriculum that helps develop skills in language, listening, science (STEM), music and movement, social skills, art, math, small and large motor development literacy, alphabet and number awareness and self-help skills. They begin using the Handwriting Without Tears program which starts introducing writing using tactile materials and wooden pieces. The children start their day with a group circle-time for sharing, discussing the theme and projects of the day as well as the calendar and weather. Two projects related to the weekly theme are offered to help children develop various skills. Children can complete the projects to the best of their ability and interest. Free choice time includes housekeeping, blocks, Legos, educational toys etc. that encourage social play and imagination. The children are read to daily. Outside play is valued and offered every day that weather allows. The staff to child ration for preschoolers is one adult to ten children.

Pre-Kindergarten children (four-year-old) are taught pre-reading skills, science (STEM), art, music, math, writing (Handwriting without Tears program), problem solving, critical thinking, predictions, reading comprehension and social and self-help skills. They have a morning group meeting to discuss the daily projects and concepts introduced and to share ideas. The class is read to every day. Children are given three activities related to the weekly themes to be completed. Conversation and cooperation are encouraged during their "work" time. It is followed by free choice time and outside play as the weather allows. The staff to child ratio for pre-kindergarten children is one adult to ten children.

Kindergarten (five-year-old) is licensed by Massachusetts Early Education and Care. Children can complete the program and move onto first grade. The Curriculum is theme based and includes activities in art, music, STEM, writing, upper- and lower-case letter identification, sight words, literacy, problem solving, computer and social and self-help skills. "Foundations" is our program used to teach phonics and pre-reading. The "Every Day Math" program introduces and reinforces various math concepts. Children complete ten activities per week along with teacher-directed lessons. Free choice time offers a variety of learning centers that encourage socialization and imagination. Outside play is offered daily as weather permits. The staff to child ratio for kindergarten is one teacher to twelve children.

TEACHERS:

Janis Ridgley has a B.S. in Early Childhood Education. Jana Whiting has a B.S. in Business. Both women continue to act in an advisory capacity to the current director, Debbie Rogers. They are in touch with Debbie regularly during the week. Debbie has been employed by The Children's Castle since 1985. She is Director II as defined by the MA Dept. of Early Childhood and Care. Our teachers' education ranges from B. S. and A.S. in Early Childhood Education to people who are qualified teachers as defined by the MA Dept. of Early Childhood and Care. Their employment with The Children's Castle ranges from one hired 3 months ago to one with 39 years. The average time for all is 10 ½ years with us. In addition to our qualified teachers, we have three qualified floater teachers on staff to cover teacher breaks and meetings.

CONTINUING EDUCATION FOR TEACHERS:

Teachers take Early Childhood Education classes, and participate in required on-line training provided by the state. Each fall three of our teachers attend the National Association for the Education of Young Children conference. People in attendance come from all states and many other countries. This is attended by approximately 5,000 people working in the field. Boston Association for the Education of Young Children holds an annual Directors conference which is attended by Debbie and her Assistant Director. Our Infant and Toddler teachers attend the BAEYC conference for that specific age group each year. All our teachers are required to renew their First Aid and CPR training annually.

TEACHERS' BENEFITS:

Teachers working 35 or more hours receive 12 paid holidays, one being their birthday. Teachers receive from 1 to 3 weeks of vacation commensurate with their length of service. Five compensation days is an additional benefit. The Castle offers a professional development fund for continuing training and education for our employees. We also offer health insurance, child care benefits and a retirement plan. We strive to keep as well as hire the best, well qualified teachers possible.

PARENT INVOLVEMENT:

Parents are welcome to come unannounced to The Children's Castle at all times. We communicate with parents through telephone calls and emails. Every week, parents receive an informative newsletter that details happenings and notices. In addition, classroom teachers print a curriculum plan for each week that is available every Monday. Infant and Toddler parents receive daily updates through Tadpoles, an app that allows teachers to post pictures and information about their child's day.

We have a volunteer parent council. They plan family events throughout the year such as a Halloween party, Holiday get together, Valentine parent/child dance and End of the year picnic to name a few. Parents are invited to chaperone field trips and visit classrooms for special projects.

Developmental records are given to parents three or four times a year. They include a ratings checklist of skills that are appropriate at given ages and a written description of their child's preferences, classroom relationships and learning style. They are also given a keepsake portfolio of their child's progress that the teachers have maintained throughout the year. We encourage teacher/parent conferences and communication.

Request for Qualifications (RFQ)

Lease for Day Care Operation
RFQ #2024-WN-009



RFQ Response Deadline: Friday March 15th, 2024 at 11:00 A.M.

Proposals Due:

**Friday March 15th, 2024
at 11:00 A.M. EST. Time**

At

Town Clerk's Office

381 Main Street

West Newbury, Massachusetts 01985

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Attachments

- Attachment A: Required Proposal Form
- Attachment B: Required Certifications by Law
- Attachment C: Aerial Mapping of Parcel
- Attachment D: Lease Agreement

1. Introduction

Project #: 2024-WN-009

Project Title: Lease for Day Care Operation

Due Date: Friday March 15th, 2024 at 11:00 A.M Eastern Time

Notice is hereby given that proposals will be received by the Town of West Newbury, to enter into a lease to provide Day Care in the allotted space.

1.1 Project Description

The Town of West Newbury is requesting qualifications from qualified day care providers to lease a portion of the building commonly referred to as the John C. Page School, 694 Main Street, West Newbury, MA for the purpose of conducting a quality day care operation to service the community. The selected applicant shall enter in a lease for three (3) years in the form as shown on Attachment A hereof. This Request for Qualifications (RFQ) stipulates the procedures and requirements to be used by the Town in its selection process.

The Town of West Newbury has determined that it has a shortage of affordable day care, and given the proximity of the leased space to the Town's elementary school, it is in the best interest of the community to lease the available space to a day care provider. Since the primary objective of this disposition is not to obtain the maximum amount of rent, the Town shall set a fixed rent and specify the lease terms, such as those for insurance, utilities and maintenance. The Town requires that all proposers to meet requirements such as staff training and experience, staff-to-child ratio, parent participation, experience in the community and hours of operation. The evaluation criteria will help in the selection of the proposal that best meets the objective of providing high-quality, affordable day care.

The Town will evaluate all timely proposals to ensure that all required submittals have been included in the responses and that all responses meet the Minimum Evaluation Criteria. Proposals that are deemed to be complete shall be presented to a Chief Procurement Officer, the Town Manager and the Town Clerk. The proposals will then be reviewed/ranked using the Comparative Evaluation Criteria. The Lease will commence on April 1, 2024 for the selected proponent.

All questions regarding this Request for Qualifications must be received by the Town no later than **4:00 P.M. on Friday February 23rd, 2024**, and addressed to the attention of Katelyn Barker, Chief Procurement Officer, and need to be in writing via e-mail, to Procurement@wnewbury.org with the subject line "RFQ Day Care Provider Lease Questions."

1.2 Leased Area

The leased area is described in the proposed lease which is attached hereto.

1.3 Rental Costs

There will be an annual rent increase of 2.5%. The monthly rental costs by year are as follows:

Year One (*April 1, 2024-March 31, 2025*): \$12,880/month

Year Two (*April 1, 2025 to March 31, 2026*): \$13,202/month

Year Three (*April 1, 2026 to March 31, 2027*): \$13,532/month

2. Proposal Requirements

2.1 Technical Requirements

Two (2) copies of the proposal must be furnished to the Procurement Officer for review by the Selection Committee. The overall proposal must include:

1. The identity of the individual, partnership or corporation applying for contract award and credentials of the personnel who would actually perform the work, as well as their managers, and the nature of the supervision.
2. An applicant qualifications statement, including professional qualifications and work experience attesting to capacity to perform the required work.
3. Any other information deemed relevant to the project, and which the proposer believes will further the competitiveness of the proposal.
4. Proposal Signature Form, Certificate of Non-Collusion, Statement of Tax Compliance and Certificate of Vote of Corporation, as applicable.

2.2 Selection Criteria

Minimum Evaluation Criteria

The Selection Committee shall first review each technical proposal to ascertain whether or not the following minimum criteria have been met:

- a. The technical proposal includes all of the items for a complete proposal.
- b. The proposer meets the minimum qualifications as outlined above.

Comparative Evaluation Criteria

All responsive proposals will be judged against the Comparative Evaluation Criteria detailed below. The Town will rank each proposal as:

- a. Highly Advantageous – the proposal fully meets and significantly exceeds the standards of the specific criterion;

- b. Advantageous – the proposal fully satisfies the standards of the specific criterion;
- c. Not Advantageous – the proposal does not fully meet the standards of the specific criterion, is incomplete, unclear, or both.

The Selection Committee shall rate and rank each technical proposal meeting the Minimum Evaluation Criteria according to the Comparative Evaluation Criteria listed below.

2.3 Quality and Depth of Proposer

Highly Advantageous – The proposer demonstrates superior experience in providing services related to the Town’s requirements. The proposer will provide hours of operation and staff to child ratio.

Advantageous – The proposer demonstrates solid experience in providing services related to the Town’s requirements. The proposer will provide hours of operation and staff to child ratio.

Not Advantageous – The proposer has limited experience in providing services related to the Town’s requirements. The proposer will provide hours of operation and staff to child ratio.

2.4 Qualifications of Proposer

Highly Advantageous – The proposer’s information demonstrate that proposer has superior training, educational background and work experience appropriate to the project described herein and all key project personnel demonstrate professional experience well beyond the minimum requirements.

Advantageous – The proposer’s information demonstrate that proposer has adequate training, educational background and work experience appropriate to the project described herein and all key project personnel demonstrate professional experience that meets or somewhat exceeds the minimum requirements.

Not Advantageous – The proposer’s information does not demonstrate that proposer has adequate training, educational background and work experience appropriate to the project described herein.

2.5 Demonstrated understanding of the community’s needs for quality day care, and proposer’s ability to undertake and provide such services.

Highly Advantageous – The proposal demonstrates a superior approach to providing quality day care to the community. The proposer will outline experience in providing quality day care services to the community.

Advantageous – The proposal demonstrates a good approach to providing quality day care to the community. The proposer will outline experience in providing quality day care services to the community.

Not Advantageous – The proposal does not demonstrate a desirable approach to providing quality day care to the community. The proposer will outline experience in providing quality day care services to the community.

2.6 Completeness and Quality of Proposal

Highly Advantageous – Response is complete, concise, informative, and highly detailed. Proposal reflects that proposer is able to perform in a superior manner acceptable to the Town. Evaluation team is completely convinced about the proposer’s ability to provide the level of services as required by the Town. Proposal demonstrates excellent communication and documentation skills.

Advantageous – Response is complete, informative, and meets criteria for responsiveness. Evaluation team finds proposal reflects that proposer is able to perform in an adequate manner acceptable to the Town. Proposal demonstrates a good level of communication and documentation skills.

Not Advantageous – Response lacks a comprehensive approach, but meets criteria for responsiveness. Evaluation team finds proposal reflects that proposer may be able to perform in a manner acceptable to the Town. Communication and documentation skills appear only adequate.

2.7 Proposal Evaluation

The Evaluation Committee will use the comparative criteria for each separate rating area, and based upon those criteria, will assign an overall rating to each proposal as permitted under MGL Chapter 30B. Each of the four (4) criteria contain ratings of:

Not Advantageous – 1 Point
Advantageous - 2 Points
Highly Advantageous - 3Points

3. Request for Qualifications (RFQ) Submittal Instructions

3.1 Request for Qualifications (RFQ) Document

The RFQ is available at no charge at **12:00 P.M on Wednesday February 7th, 2024** on the Towns Procurement webpage at <https://www.wnewbury.org/departement-public-works/pages/procurement-information> or by e-mail request at Procurement@WNewbury.org. A hardcopy is also available and can be requested for pick-up in-person at the Town Clerk’s Office,

TOWN OF WEST NEWBURY

located at 381 Main Street, West Newbury, Massachusetts 01985. To schedule a pick-up day and time, email (at the above referenced e-mail) or call 978-363-1100 x.139

3.2 Questions

Questions pertaining to the RFQ submission process must be submitted via e-mail only. All inquiries shall be sent to Procurement@WNewbury.org and shall be received no later than **Friday February 23rd at 4:00 P.M.** Questions and responses received will be forwarded to all Bidders who received the RFQ.

3.3 RFQ Due Date and Required Copies

Two (2) RFP hardcopy packets and one (1) flash drive with the electronic files (or files may be e-mailed to Procurement@wnewbury.org) no later than **11:00 A.M on Friday, March 15th, 2024.** The submitted packets shall be clearly marked, “**Day Care Lease Operation RFQ**” and delivered in a sealed envelope during regular business hours to:

**West Newbury Town Clerk’s Office
381 Main Street
West Newbury, MA 01985**

If for any unforeseen circumstances the Town Offices are closed on the submission date and time, the receipt of submission will be postponed to the next normal business day at the time posted in the RFQ.

3.4 RFQ Submittal Modifications

A Bidder may correct or modify a submission by written notice received by the Town prior to the receipt deadline. Modifications must be submitted in a sealed envelope clearly labeled “**Day Care Lease Operation RFQ – Modifications.**” The Bidder’s name and address shall also be written on the envelope delivered to:

**West Newbury Town Clerk’s Office
381 Main Street
West Newbury, MA 01985**

After the receipt deadline, a Bidder may not change any provision of the submission. Minor informalities may be waived and/or the Bidder may be allowed to correct them. If there is a mistake and the intent is clearly evident on the face of the document, the mistake will be corrected to reflect the intended correct submission, and the Bidder will be notified in writing by the Town; the Bidder may not withdraw the submission. A Bidder may withdraw a submission if a mistake is clearly evident on the face of the document, but the intended correct submission is not similarly evident.

Submission may be withdrawn prior to the time of receipt of submissions (due date), only on a written request by e-mail to the Town. This e-mail shall be sent to Procurement@WNewbury.org. No Bidder shall withdraw a submission within a period of thirty (30) days after the date set for the receipt of submission.

All submissions, response inquiries or correspondence relating to or in reference to this RFQ, and all reports, charts, displays, schedules, exhibits, and other documents submitted by bidders, shall become the property of the Town when received.

4. Award of Contract

4.1 Term of Contract

- A. This agreement will run from April 1, 2024 to March 31, 2027.**
- B. Only one (1) contract will be awarded.
- C. This contract will be awarded within thirty (30) days of the proposal opening date.
- D. All proposals for this project are subject to applicable public bidding laws of Massachusetts, including G.L. Chapter 30B.

4.2 Rules of Contract Award

A contract will be awarded per M.G.L. c. 30B Section 16: Real property and awarded to one vendor.

4.3 Applicable Provisions of the Law

This is a Massachusetts contract and shall be construed and interpreted according to the laws of the Commonwealth of Massachusetts. To the extent that any of the provisions contained herein are inconsistent with the requirements of the Massachusetts General Laws or other applicable law, the requirements of applicable provisions of law shall control and any such inconsistent provisions hereof shall be deemed modified or stricken to the extent required to comply with the law.

4.4 Indemnification

The Contractor shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney’s fees, arising out of the Contractor’s breach of this Agreement or the negligence or misconduct of the Contractor, or the Contractor’s agents or employees.

4.5 Insurance

A. The Contractor shall obtain and maintain in full force and effect during the term of this agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the Town, as set forth below:

General Liability

| | |
|---------------------------|----------------------------|
| Comprehensive Liability | \$1,000,000 per occurrence |
| Property Damage Liability | \$1,000,000 per occurrence |
| OR Combined Single Limit | \$1,000,000 per occurrence |

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws, per state statutory requirements.

B. All policies shall identify the Town of West Newbury as an additional insured (except Workers' Compensation) and shall provide the Town shall receive written notification at least thirty (30) days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided by the Town upon the execution of an Agreement. Each such certificate shall specifically refer to the Agreement and shall state that such insurance is as required.

4.6 Termination

A. Termination: Neither party may terminate this Agreement except for the exceptions listed in the lease agreement.

Attachment A: Required Proposal Form

Proposal For: Lease of Day Care Operation

| | |
|--------------------------------|--|
| Company Name | |
| Individual Contact Name | |
| Title | |
| Email Address | |
| Company Address | |
| | |
| Phone # | |

Signature of Individual Authorized to Submit Proposal

Print Name

Attachment B – Certifications Required by Law

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

STATEMENT OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support

NON-COLLUSION CERTIFICATE

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word “person” shall mean and natural person, joint venture, partnership, corporation or other business or legal entity.

COMPLETE AND SIGN BELOW:

Authorized Person’s Signature

Date

Print Name & Title of Signatory

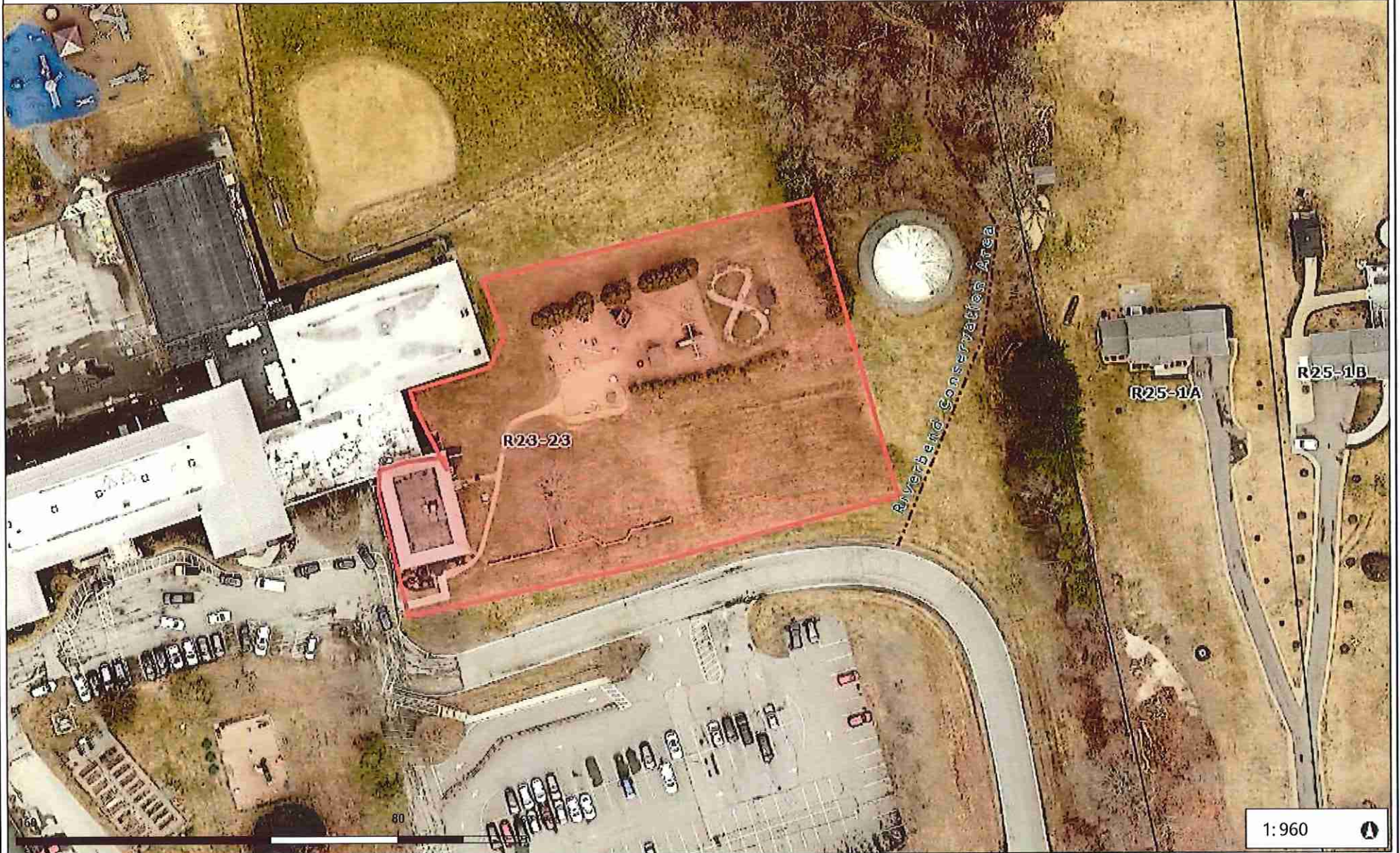
Name of Contractor/Vendor



Corporate seal, if applicable

Childrens Castle

2/1/2024



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

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



Attachment D: Lease Agreement

2024 2027 Children's Castle Lease

1. PARTIES

LESSOR, TOWN OF WEST NEWBURY, a municipal corporation, having a usual place of business at 381 Main Street, West Newbury, MA 01985 does hereby lease to.

THE CHILDREN'S CASTLE, INC. a Massachusetts Corporation having a usual business address at 694 Main Street, West Newbury, MA 01985 (hereinafter "LESSEE", which expression shall include its successors, executors, administrators, and assigns where the context so admits,) and the LESSEE hereby leases the following described premises:

2. PREMISES

The Property located at 694 Main Street, West Newbury, MA 01985 commonly referred to as the "Children's Castle Wing" consisting of the following floor areas.

| | |
|--------------|--------------|
| First Floor | 2,670 |
| Second Floor | 2,670 |
| Third Floor | <u>2,670</u> |
| Total | 8,010 |

together with the right to use in common, with others entitled thereto, the hallways, stairways, designated parking areas and other means of access necessary to serve said leased premises,

3. TERM

(fill in)

The term of this lease shall be for three years commencing on April 1, 2024 and ending on March 31, 2027.

4. RENT

The LESSEE shall pay to the LESSOR rent in advance in monthly installments as follows:

| <u>Year Beginning</u> | <u>Monthly Fee</u> |
|-----------------------|--------------------|
| April 1, 2024 | \$12880.00 |
| April 1, 2025 | \$13202.00 |
| April 1, 2026 | \$13532.00 |

5. UTILITIES

The LESSOR shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, and all bills for fuel furnished to a separate tank servicing the leased premises exclusively. The LESSOR agrees to provide all other utility service and to furnish reasonably hot and cold water and reasonable heat to the leased premises, the hallways, stairways, elevators, and lavatories during normal business hours on regular business days of the heating seasons of each year, and to light passageways and stairways during business hours, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from

which they are usually obtained for said building, or to any cause beyond the LESSOR's control.

LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR.

**6. USE OF
LEASED
PREMISES**
(fill in)

The LESSEE shall use the leased premises only for the purpose of a licensed child day care facility and only to the extent authorized by such license.

**7. COMPLIANCE
WITH LAWS**

The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law of any municipal by-law or ordinance in force in the city or town in which the premises are situated. Said uses shall also comply with the requirements of the lease by and between the Pentucket Regional School District and the Town of West Newbury.

**8. FIRE
INSURANCE**

The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the premises.

9. MAINTENANCE

The LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. LESSEE shall be responsible for the orderly keeping and removal of rubbish associated with the use of the premises and may maintain appropriate dumpsters or other such receptacles on school grounds at its own expense in areas designated thereof by the LESSOR. LESSEE shall be responsible for the removal of snow and ice from the walkways and entrances immediately adjacent to the Leased Premises. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises.

**A. LESSEE'S
OBLIGATIONS**

**B. LESSOR'S
OBLIGATIONS**

The LESSOR agrees to maintain the structure, heating, electrical, water and sewage systems of the building of which the Leased Premises are a part during the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those whose conduct the LESSEE is legally responsible.

LESSOR shall coordinate with the Pentucket Regional School District for the removal of snow and ice from all driveways and walkways that are not for exclusive access to the leased Premises.

- 10. ALTERATIONS ADDITIONS** The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.
- 11. ASSIGNMENT SUBLEASING** The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior written consent. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.
- 12. LESSOR'S ACCESS** The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.
- 13. INDEMNIFICATION AND LIABILITY**
(fill in) The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not removing snow and ice from the roof of the building. LESSEE shall save LESSOR harmless from all loss or damage occasioned by any nuisance made or suffered on the leased premises,
- 14. LESSEE'S LIABILITY INSURANCE** The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of ONE MILLION DOLLARS (\$1,000,000.00) with property damage insurance in limits of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days

prior written notice to each assured named therein.

**15. FIRE
CASUALTY -
EMINENT
DOMAIN**

Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:

- (a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
- (b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.

**16. DEFAULT
AND BANK-
RUPTCY**

In the event that:

(fill in)

- (a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
- (b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
- (c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit for creditors.

then the LESSOR shall have the right thereafter, which such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of 12% per cent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

17. NOTICE

Any notice from the LESSOR to the LESSEE relating to the leased premises or

to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to the LESSOR at the agreed mailing address.

18. SURRENDER

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

19. OTHER

SECURITY – LESSEE shall by written schedule keep the Principal of the John C. Page School informed at all times as to the persons in possession of keys providing access to the leased premises and other portions of the LESSOR'S property and as to all maintenance schedules of the LESSEE. The parties shall cooperate with the Pentucket Regional School District in implementing security procedures as may be deemed appropriate by the LESSOR in conjunction with the Pentucket Regional School District.

ACTIVITY SCHEDULE – The parties shall regularly consult with the Pentucket Regional School District such that all school activities and the LESSEE'S activities do not conflict over or otherwise overload available resources. Consultation and coordination shall occur regularly with respect to the following guides by the Principal of the John C. Page School that wherever consistent with public safety, school policy, and the school's achievement of its educational goals and responsibilities, the LESSEE shall have access to other resources of the LESSOR provided any additional cost in providing such access to other resources of the LESSOR is coordinated with and acceptable to the said Principal, including:

- A. Traffic flow – arrivals and departures
- B. Playground schedules
- C. Fire drills
- D. Cafeteria access
- E. Summer schedules
- F. Snow day – plowing

- G. Student capacity
- H. Afternoon programs
- I. Field trips.

LESSEE shall coordinate with the Principal of the John C. Page School use of any of the core facilities of the School in accordance Pentucket's Use of Facilities Policy in force at the time of the requested use.

UPON WITNESS WHEREOF, the said parties hereunto set their hands and seals this _____ day of _____, 2024.

THE TOWN OF WEST NEWBURY

BY:

BY:

ARTICLE REQUEST FORM

ARTICLE: Funding (possibly to include borrowing authorization) for Middle Street Bridge

AMOUNT REQUESTED: TBD

CONTACT PERSON: Angus Jennings, Town Manager

PHONE NUMBER: 978-363-1100 ext. 115

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

Since Town Meeting's prior appropriation of \$600,000 from the Stabilization fund, in May 2021, Town staff have advanced this project on a diligent basis. The project required permitting from multiple local, state and federal agencies, and by the end of FY23 had secured all necessary permits, and had prepared bid documents/construction specifications that will be needed when the time comes to put the project out to bid for construction. The design, engineering and permitting costs were paid entirely from state grant funds awarded to the City of Newburyport (MassDOT Small Bridge grant awarded in 2018) and to the Town of West Newbury (MassWorks grant awarded in 2020).

More recently, the Town (in June 2023) applied for two additional state grants, and in fall/early winter 2023 learned that both grant applications were successful. The Town has been awarded a \$500,000 MassDOT Small Bridge grant, and a \$1,000,000 MassWorks grant. The Town continues to pursue additional non-local sources of funding for this project, and is hopeful that, with the City of Newburyport's cooperation, the project could secure at least another \$500,000 of grant funding, and perhaps more.

Even with that considerable non-local funding support, there is still a substantial funding gap that will need to be filled in order to put the project out to bid and award a construction contract. Efforts continue to fill this funding gap, both through state (and possibly federal) funding, as well as through contributions to the project from the City of Newburyport. A recent memo provides current information regarding the Town's continuing efforts to reach a new Intermunicipal Agreement (IMA) with the City to replace the prior (2019) IMA which has since expired.

While there are still a number of variables and moving parts, it is very possible (and perhaps likely) that fully funding this project will require additional local funding above the \$600,000 that was previously appropriated. Construction costs have escalated greatly in the past few years, and the project cost estimate available leading up to the May, 2021 Town Meeting vote has since been updated multiple times. This article is proposed to request additional local funding (and, if needed, borrowing authorization) in order to combine with other (committed and sought) funding in order to fully fund the project.

What factors affect the timing of this purchase?

Designing, engineering, permitting and rebuilding the Middle Street Bridge has always been understood as a major, multi-year effort. Having brought the project through permitting, and prepared bid docs, it is now "shovel ready" - but for the gap in construction financing. The Town is making a major push to bring this project to completion, with the goal of seeing a construction contract awarded to allow construction to begin in spring 2025. If this timeline is not met, the construction costs can be expected to continue to increase with inflation, and continued effort (and cost) would be needed to extend the project's permits (which would otherwise expire). After years and innumerable hours of effort on this project, we are looking at the next 6-12 months as a "make it or break it" phase for this major infrastructure project.

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

June 30, 2027

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

Once rebuilt, routine maintenance of the bridge will be needed.

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.

Angus Jennings

From: Bates, Edward (DOT) <Edward.F.Bates@dot.state.ma.us>
Sent: Wednesday, March 20, 2024 6:23 PM
To: Angus Jennings
Cc: Pennucci, Kristen E. (DOT); Gascon, Cassandra (DOT)
Subject: RE: West Newbury Small Bridge Contract Materials

Hi, Angus,

Thank you for sending these along. I took a quick look and these look fine to me! I will begin to process the contract and will let you know if I have any questions.

Thank you!

Eddie

Eddie Bates
Municipal Grants Coordinator
Highway Division
Massachusetts Department of Transportation
10 Park Plaza | Suite 7410 | Boston, MA 02116
Edward.F.Bates@dot.state.ma.us

From: Angus Jennings <townmanager@wnewbury.org>
Sent: Wednesday, March 20, 2024 3:07 PM
To: Bates, Edward (DOT) <Edward.F.Bates@dot.state.ma.us>
Cc: Pennucci, Kristen E. (DOT) <Kristen.Pennucci@dot.state.ma.us>; Gascon, Cassandra (DOT) <Cassandra.Gascon@dot.state.ma.us>
Subject: RE: West Newbury Small Bridge Contract Materials

CAUTION: This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Hi,

Please find attached the scope of work and updated cost estimate summary. To expedite the updating of the cost estimate, BSC did the following: for standard items, where bid information is available, BSC updated the unit cost from the MassDOT weighted bid prices [Weighted Bid Prices \(state.ma.us\)](https://www.mass.gov/info-details/weighted-bid-prices-state-ma-us). For nonstandard items, BSC used an inflation value of 5% for a time frame of June 2023 to June 2024.

Please advise if this is responsive to your request or if further info needed –

Thanks!
Angus

Angus Jennings, Town Manager

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

From: Bates, Edward (DOT) <Edward.F.Bates@dot.state.ma.us>
Sent: Monday, March 18, 2024 4:33 PM
To: Angus Jennings <townmanager@wnewbury.org>
Cc: Pennucci, Kristen E. (DOT) <Kristen.Pennucci@dot.state.ma.us>; Gascon, Cassandra (DOT) <Cassandra.Gascon@dot.state.ma.us>
Subject: West Newbury Small Bridge Contract Materials

Hi, Angus,

It was nice meeting with you today and we are happy to assist you with this project.

As we discussed in the meeting, West Newbury has not set up a contract yet for the now \$750,000 that MassDOT is providing for the project. With that, if you could email me a scope of work and an updated construction budget for the project, I will then work on completing the contract for the project.

Please let me know if you have any questions.

Thank you,

Eddie

Eddie Bates
Municipal Grants Coordinator
Highway Division
Massachusetts Department of Transportation
10 Park Plaza | Suite 7410 | Boston, MA 02116
Edward.F.Bates@dot.state.ma.us

SPECIAL PROVISIONS

CITY OF NEWBURYPORT & TOWN OF WEST NEWBURY BRIDGE No. N-11-007 = W-20-001 (CBR)

PLUMMER SPRING ROAD/MIDDLE STREET OVER ARTICHOKE RESERVOIR

SCOPE OF WORK

The work under this contract shall be done in conformance with the Commonwealth of Massachusetts Department of Transportation Standard Specifications for Highways and Bridges Dated 2024, the October 2017 Construction Standard Details, the 2015 Overhead Signal Structure and Foundation Standard Drawings, MassDOT Traffic Management Plans and Detail Drawings, the Latest Manual On Uniform Traffic Control Devices for Streets and Highways with Massachusetts Amendments, the 1990 Standard Drawings for Signs and Supports, the 1968 Standard Drawings for Traffic Signals and Highway Lighting, and the Latest Edition of the American Standard for Nursery Stock, will govern; the Plans and these Special Provisions.

The project is to be completed by XXXXX.

BRIDGE:

No existing drawings of the original structure, bridge No. N-11-007=W-20-001 are known to exist. The existing bridge is a masonry stone arch structure. Based on portions of the structure that could be observed and Inspection Reports, the bridge clear span is approximately 14 feet long and approximately 24 feet wide out-to-out. There are 4 masonry stone wingwalls that are approximately 24 feet long. The entire existing bridge superstructure and substructure will be removed.

The proposed bridge superstructure is spread prestressed concrete box beams with a cast-in-place concrete deck slab supported by cast-in-place integral abutments with H-piles. The span is 45 feet long and 32'-6" wide out-to-out. The integral wingwalls are to be cast-in-place. To provide slope stability and prevent future undermining/scour, designated portions of the streambed, new approach walls & slopes will be armored with protective Riprap.

The work to be performed consists of, but is not limited to, the following: installation of erosion and sediment control, demolition of the existing arch structure and wingwalls, installation of proposed substructure, placement of protective riprap in the stream channel covered with 12 inches of natural streambed material, installation of precast beams and construction of abutments, wingwalls and new approach walls, bridge rail installation, full depth reconstruction along the approach roadway, installation of guardrail and other incidental work necessary to complete the proposed project.

If the Contractor elects to propose modifications to the project the net result shall be a cost savings to the City/Town or at the Contractor's expense. All acceptance of proposed project modifications

shall be at the discretion of the City/Town and Engineer.

For the work specified under this Contract, the Contractor shall be prequalified by the Massachusetts Department of Transportation Highway Division (MassDOT) in - Bridge Construction.

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION - HIGHWAY DIVISION
ESTIMATE OF QUANTITIES & ITEM COST

CITY NEWBURYPORT/WEST NEWBURY
 TYPE CONCRETE BOX BEAM
 SPAN 45'-0"
 ROAD PLUMMER SPRING ROAD/MIDDLE STREET
 CALC. SSF/AK 2023

OVER
 CLASS
 BR. WIDTH
 ROAD WIDTH
 CHKD.

UPPER ARTICHOKE RESERVOIR
 HL-93
 32'-6"
 24'-0"
 KLE/MCM 2024

HIGHWAY ITEMS

| ITEM NO. | UNITS | ITEM DESCRIPTION | Unit Price | Bridge Quantity | Highway Quantity | Combined Quantity | Bridge Cost | Highway Cost | Total Cost |
|----------|-------|------------------|--|-----------------|------------------|-------------------|----------------|--------------|----------------|
| 102.01 | * | LS | SELECTIVE CLEARING AND GRUBBING | \$3,000.00 | 0 | 1 | \$0.00 | \$3,000.00 | \$3,000.00 |
| 102.511 | * | EA | TREE PROTECTION - ARMORING & PRUNING | \$400.00 | 0 | 6 | \$0.00 | \$2,400.00 | \$2,400.00 |
| 102.521 | * | FT | TREE AND PLANT PROTECTION FENCE | \$17.00 | 0 | 200 | \$0.00 | \$3,400.00 | \$3,400.00 |
| 103. | | EA | TREE REMOVED - DIAMETER UNDER 24 INCHES | \$3,500.00 | 0 | 15 | \$0.00 | \$52,500.00 | \$52,500.00 |
| 115.1 | * | LS | DEMOLITION OF BRIDGE NO. N-11-007=W-20-001(8BC) | \$283,500 | 1 | 0 | \$283,500.00 | \$0.00 | \$283,500.00 |
| 120. | | CY | EARTH EXCAVATION | \$60.00 | 0 | 180 | \$0.00 | \$10,800.00 | \$10,800.00 |
| 121. | | CY | CLASS A ROCK EXCAVATION | \$250.00 | 0 | 10 | \$0.00 | \$2,500.00 | \$2,500.00 |
| 140. | | CY | BRIDGE EXCAVATION | \$65.00 | 570 | 0 | \$37,050.00 | \$0.00 | \$37,050.00 |
| 141.1 | | CY | TEST PIT FOR EXPLORATION | \$140.00 | 0 | 50 | \$0.00 | \$7,000.00 | \$7,000.00 |
| 143. | | CY | CHANNEL EXCAVATION | \$85.00 | 390 | 0 | \$33,150.00 | \$0.00 | \$33,150.00 |
| 144. | * | CY | CLASS B ROCK EXCAVATION | \$300.00 | 90 | 0 | \$27,000.00 | \$0.00 | \$27,000.00 |
| 151. | | CY | GRAVEL BORROW | \$75.00 | 0 | 220 | \$0.00 | \$16,500.00 | \$16,500.00 |
| 151.1 | | CY | GRAVEL BORROW FOR BRIDGE FOUNDATION | \$75.00 | 290 | 0 | \$21,750.00 | \$0.00 | \$21,750.00 |
| 151.2 | | CY | GRAVEL BORROW FOR BACKFILLING STRUCTURES AND PIPES | \$47.50 | 35 | 0 | \$1,662.50 | \$0.00 | \$1,662.50 |
| 153.1 | * | CY | CONTROLLED DENSITY FILL - NON-EXCAVATABLE | \$275.00 | 14 | 0 | \$3,850.00 | \$0.00 | \$3,850.00 |
| 156.13 | * | TON | CRUSHED STONE FOR INTEGRAL ABUTMENT PILES | \$73.50 | 35 | 0 | \$2,572.50 | \$0.00 | \$2,572.50 |
| 156.5 | | CY | CRUSHED STONE FOR FILTER BLANKET | \$73.50 | 44 | 0 | \$3,234.00 | \$0.00 | \$3,234.00 |
| 170. | | SY | FINE GRADING AND COMPACTING - SUBGRADE AREA | \$20.00 | 0 | 720 | \$0.00 | \$14,400.00 | \$14,400.00 |
| 290. | * | LS | DRAINAGE SYSTEM | \$105,000.00 | 0 | 1 | \$0.00 | \$105,000.00 | \$105,000.00 |
| 402. | | CY | DENSE GRADED CRUSHED STONE FOR SUB-BASE | \$177.50 | 0 | 80 | \$0.00 | \$14,200.00 | \$14,200.00 |
| 443. | | MGL | WATER FOR ROADWAY DUST CONTROL | \$200.00 | 0 | 3 | \$0.00 | \$600.00 | \$600.00 |
| 450.22 | | TON | SUPERPAVE SURFACE COURSE - 9.5 (SSC - 9.5) | \$215.00 | 0 | 70 | \$0.00 | \$15,050.00 | \$15,050.00 |
| 450.31 | | TON | SUPERPAVE INTERMEDIATE COURSE - 12.5 (SIC - 12.5) | \$310.00 | 0 | 90 | \$0.00 | \$27,900.00 | \$27,900.00 |
| 450.41 | | TON | SUPERPAVE BASE COURSE - 25.0 (SBC - 25.0) | \$220.00 | 0 | 180 | \$0.00 | \$39,600.00 | \$39,600.00 |
| 450.60 | | TON | SUPERPAVE BRIDGE SURFACE COURSE - 9.5 (SSC-B - 9.5) | \$345.00 | 15 | 0 | \$5,175.00 | \$0.00 | \$5,175.00 |
| 450.70 | | TON | SUPERPAVE BRIDGE PROTECTIVE COURSE - 9.5 (SPC-B - 9.5) | \$331.50 | 20 | 0 | \$6,630.00 | \$0.00 | \$6,630.00 |
| 452. | | GAL | ASPHALT EMULSION FOR TACK COAT | \$10.00 | 0 | 150 | \$0.00 | \$1,500.00 | \$1,500.00 |
| 453. | | FT | HMA JOINT SEALANT | \$2.00 | 0 | 450 | \$0.00 | \$900.00 | \$900.00 |
| 470. | | TON | HOT MIX ASPHALT BERM | \$450.00 | 0 | 15 | \$0.00 | \$6,750.00 | \$6,750.00 |
| 472. | | TON | TEMPORARY ASPHALT PATCHING | \$482.50 | 0 | 5 | \$0.00 | \$2,412.50 | \$2,412.50 |
| 504. | | FT | GRANITE CURB TYPE VA4 - STRAIGHT | \$100.00 | 0 | 80 | \$0.00 | \$8,000.00 | \$8,000.00 |
| 504.2 | | EA | GRANITE CURB TYPE VA4 - SPLAYED END | \$725.00 | 0 | 10 | \$0.00 | \$7,250.00 | \$7,250.00 |
| 620.136 | * | FT | GUARDRAIL, TL-3 STIFFENING WITH HALF POST SPACING (SINGLE FACE) | \$157.50 | 0 | 320 | \$0.00 | \$50,400.00 | \$50,400.00 |
| 620.137 | * | FT | GUARDRAIL, TL-3 STIFFENING WITH HALF POST SPACING, DEEP POST (SINGLE FACE) | \$210.00 | 0 | 80 | \$0.00 | \$16,800.00 | \$16,800.00 |
| 627.1 | | EA | TRAILING ANCHORAGE | \$2,500.00 | 0 | 1 | \$0.00 | \$2,500.00 | \$2,500.00 |
| 628.24 | | EA | TRANSITION TO BRIDGE RAIL | \$7,200.00 | 0 | 4 | \$0.00 | \$28,800.00 | \$28,800.00 |
| 630.2 | | FT | HIGHWAY GUARD REMOVED AND DISCARDED | \$10.00 | 0 | 500 | \$0.00 | \$5,000.00 | \$5,000.00 |
| 657. | * | FT | TEMPORARY FENCE | \$42.50 | 0 | 150 | \$0.00 | \$6,375.00 | \$6,375.00 |
| 698.4 | * | SY | GEOTEXTILE FABRIC FOR PERMANENT EROSION CONTROL | \$8.50 | 390 | 0 | \$3,315.00 | \$0.00 | \$3,315.00 |
| 741. | * | MO | ENGINEERS FIELD OFFICE AND EQUIPMENT (TYPE B) | \$1,950.00 | 0 | 22 | \$0.00 | \$42,900.00 | \$42,900.00 |
| 748. | | LS | MOBILIZATION | \$1.00 | 0.75 | 0.25 | \$69,000.00 | \$37,000.00 | \$106,000.00 |
| 751. | | CY | LOAM FOR ROADSIDES | \$100.00 | 0 | 20 | \$0.00 | \$2,000.00 | \$2,000.00 |
| 765. | | SY | SEEDING | \$3.55 | 0 | 125 | \$0.00 | \$443.75 | \$443.75 |
| 767.121 | * | FT | SEDIMENT CONTROL BARRIER | \$10.00 | 0 | 1000 | \$0.00 | \$10,000.00 | \$10,000.00 |
| 769.01 | * | SY | PAVEMENT MILLING MULCH UNDER GUARD RAIL | \$90.00 | 0 | 200 | \$0.00 | \$18,000.00 | \$18,000.00 |
| 833.7 | | EA | DELINEATION FOR GUARD RAIL TERMINI | \$95.00 | 0 | 1 | \$0.00 | \$95.00 | \$95.00 |
| 853.1 | | EA | PORTABLE BREAKAWAY BARRICADE TYPE III | \$152.50 | 0 | 4 | \$0.00 | \$610.00 | \$610.00 |
| 853.21 | | FT | TEMPORARY BARRIER REMOVED AND RESET | \$20.50 | 0 | 75 | \$0.00 | \$1,537.50 | \$1,537.50 |
| 853.22 | * | FT | TEMPORARY BARRIER REMOVED AND STACKED | \$82.50 | 0 | 175 | \$0.00 | \$14,437.50 | \$14,437.50 |
| 942.124 | | FT | STEEL PILE HP 12 X 84 | \$244.65 | 380 | 0 | \$92,967.00 | \$0.00 | \$92,967.00 |
| 948.41 | | EA | DYNAMIC LOAD TEST BY CONTRACTOR | \$12,000.00 | 2 | 0 | \$24,000.00 | \$0.00 | \$24,000.00 |
| 948.5 | | EA | PILE SHOES | \$200.00 | 10 | 0 | \$2,000.00 | \$0.00 | \$2,000.00 |
| 983.12 | * | TON | RIPRAP WITH GRAVEL PACKED VOIDS | \$180.00 | 440 | 0 | \$79,200.00 | \$0.00 | \$79,200.00 |
| 983.521 | * | CY | STREAM/BANK RESTORATION | \$93.00 | 86 | 0 | \$7,998.00 | \$0.00 | \$7,998.00 |
| 991.1 | * | LS | CONTROL OF WATER - STRUCTURE NO. N-11-007=W-20-001 | \$346,500.00 | 1 | 0 | \$346,500.00 | \$0.00 | \$346,500.00 |
| 994.01 | * | LS | TEMPORARY PROTECTIVE SHIELDING BRIDGE NO. N-11-007 = W-20-001 | \$115,500.00 | 1 | 0 | \$115,500.00 | \$0.00 | \$115,500.00 |
| 995.01 | | LS | BRIDGE STRUCTURE, BRIDGE NO. N-11-007=W-20-001 | \$1,172,923.50 | 1 | 0 | \$1,172,923.50 | \$0.00 | \$1,172,923.50 |
| 996.4 | * | LS | PREFABRICATED CONCRETE MODULAR BLOCK WALL (WITH GEOGRID REINFORCEMENT) | \$686,994.00 | 0 | 1 | \$0.00 | \$686,994.00 | \$686,994.00 |

TOTAL = \$2,338,977.50 \$1,265,555.25 **\$3,604,532.75**

| | |
|------------|-----------------------|
| SAY | \$3,605,000.00 |
|------------|-----------------------|

Angus Jennings

From: Neil Harrington <nharrington@salisburyma.gov>
Sent: Wednesday, March 20, 2024 2:47 PM
To: Angus Jennings
Cc: Executive Assistant; Town Accountant
Subject: RE: (External)RE: (External)RE: pump-out agreement

Hi Angus,

I have reviewed the draft inter-municipal agreement and I agree with the changes you have proposed. Hopefully, we can now proceed to finalizing the agreement with our respective Select Boards.

Neil

From: Angus Jennings <townmanager@wnewbury.org>
Sent: Friday, March 8, 2024 11:27 AM
To: Neil Harrington <nharrington@salisburyma.gov>
Cc: Executive Assistant <exec.assistant@wnewbury.org>; Town Accountant <townaccountant@wnewbury.org>
Subject: (External)RE: (External)RE: pump-out agreement

Neil,
 Thanks for taking the time to meet a couple of weeks ago. To follow up from that discussion, please find attached some suggested markups to the agreement, reflecting your proposal re funding, with some other housekeeping changes.
 I have not yet reviewed this draft with the Select Board, so can't commit to what's in here, but think it's in good shape to get their and your office's/Board's review so we can work toward a draft for Board votes later this spring.

If you or Willem have any questions or want to talk this over further just reach out -

Thanks,
 Angus

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

From: Neil Harrington <nharrington@salisburyma.gov>
Sent: Tuesday, January 30, 2024 6:07 PM
To: Angus Jennings <townmanager@wnewbury.org>
Cc: Executive Assistant <exec.assistant@wnewbury.org>; Town Accountant <townaccountant@wnewbury.org>
Subject: RE: (External)RE: pump-out agreement

Hi Angus,

Thanks for getting back to me. The week of Feb. 12 looks pretty good for me. I have sent an email to our Harbormaster asking him about his availability to meet, either in person or via Zoom. I will get back to you as soon as I can.

Neil

From: Angus Jennings <townmanager@wnewbury.org>
Sent: Monday, January 29, 2024 2:42 PM
To: Neil Harrington <nharrington@salisburyma.gov>
Cc: Executive Assistant <exec.assistant@wnewbury.org>; Town Accountant <townaccountant@wnewbury.org>
Subject: (External)RE: pump-out agreement

Neil,
Thanks for reaching out. I'm also interested in seeing the agreement renewed for the term beginning FY25. We have been working at a staff level on some potential markups. It'd be good to set up a time in February that we could meet (or zoom) to review a draft. Once it's in a form that our offices agree on we would bring it to our Board for authorization and build the agreed amount into our FY25 operating budget.

Would a meeting (or zoom) the week of Feb 12th work for you (and Willem, if he'd be involved with the conversation)? If it'd be better to meet in person I could come to your office.

Thanks,
Angus

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

From: Neil Harrington <nharrington@salisburyma.gov>
Sent: Monday, January 29, 2024 2:35 PM
To: Angus Jennings <townmanager@wnewbury.org>
Subject: pump-out agreement

Hi Angus,

Salisbury's 3-year agreement with West Newbury for pump-out services expires at the end of this fiscal year and I am writing to express our interest in renewing the agreement for another 3 years. An electronic version of the agreement is attached.

The only item which my Harbormaster wanted to bring to your attention relates to Article 5, which outlines the annual financial contribution that West Newbury is required to make for pump out services. That annual contribution apparently is now insufficient to cover the hourly costs we incur for our Harbormaster and his assistants to provide pump-out services to West Newbury. A modest increase in the current not-to-exceed \$6,000 payment, which has been in place since FY2022, is therefore requested – perhaps a \$1,000 increase for each of the 3 years of the contract extension through FY2027?

I am happy to discuss this or any other issue related to extending the agreement between our two communities at your convenience. Thanks for your consideration of this request.

Regards,

Neil

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

**TOWN OF SALISBURY AND
TOWN OF WEST NEWBURY
INTERMUNICIPAL AGREEMENT FOR THE
ADMINISTRATION OF SHARED SERVICES**

Article 1. Purpose

This Agreement is entered into, pursuant to Massachusetts General Laws Chapter 40, Section 4A, by and between the Town of Salisbury, as authorized by its Town Manager and approved by its Board of Selectmen, and the Town of West Newbury, as authorized by its Town Manager and approved by its Select Board.

WHEREAS, the Town of Salisbury and the Town of West Newbury are each desirous of providing pump out boat services for their respective resident boaters on the Merrimack River; and

WHEREAS, the Town of West Newbury is desirous of providing enforcement of harbor regulations for their resident boaters on the Merrimack River; and

WHEREAS, the Town of Salisbury 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 Town of Salisbury and the Town of West Newbury have determined to join together to establish and administer a program of shared pump out and enforcement services.

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

Article 2. Definitions

Harbormaster: The duly appointed Harbormaster of the Town of Salisbury.

Participating Governmental Units: The Town of Salisbury and the Town of West Newbury.

Pump out Services: The operation and maintenance of a vessel designed to extract vessel sewage in accordance with the Clean Vessel Act.

West Newbury Harbor Regulations: Section XXVI of the West Newbury Town Bylaws, "General Harbor Regulations," adopted May 12, 1993 with amendments through June 13, 2005, as may be amended.

Article 3. Term

This Agreement shall take effect upon its approval and execution by the ~~Boards of Selectmen~~ Select Boards of the respective Participating Governmental Units, and shall expire on June 30, ~~2024~~2027. Either Participating Governmental Unit shall give notice in writing to the other at least ninety (90) days prior to the expiration date whether or not it wishes to extend this Agreement. Termination of the agreement can be initiated by either Participating Governmental Unit at any time within the agreed upon term with written notice of at least ninety (90) days.

Article 4. Lead Town

The Town of Salisbury shall act as the "lead town" for the Participating Governmental Units, by employing the necessary officers and providing the necessary equipment in connection with the services as set forth hereafter. Said officers shall be considered employees of the Town of Salisbury and be accorded all applicable benefits enjoyed by other Salisbury municipal employees as they are or shall be established. The office where such employees shall be primarily located will be in Salisbury.

Article 5. Funding Contribution

During ~~Fiscal Year 2025~~the term of the Agreement, the Town of West Newbury shall pay the Town of Salisbury two separate amounts for services provided by the Town of Salisbury.

a. Pump-Out Services

- During Fiscal Year 2025, ~~The~~~~the~~ the Town of West Newbury shall pay the Town of Salisbury for pump out services a total sum of not greater than ~~\$6,000.00~~\$7,000 to be paid upon receipt of invoices for services rendered.
- During Fiscal Year 2026, the Town of West Newbury shall pay the Town of Salisbury for pump out services a total sum of not greater than \$8,000 to be paid upon receipt of invoices for services rendered.
- During Fiscal Year 2027, the Town of West Newbury shall pay the Town of Salisbury for pump out services a total sum of not greater than \$9,000 to be paid upon receipt of invoices for services rendered.

b. Harbormaster Visibility/Enforcement Services

In addition, upon presentation of invoices by the Town of Salisbury, the Town of West Newbury shall pay the Town of Salisbury for enforcement of Harbor Regulations a total sum of \$2,500 in two equal payments of \$1,250.00 on or before July 31 and November 30 of each fiscal year of the Agreement, to be paid as a fixed fee for services provided pursuant to Article 7 below. These payments shall include all applicable expenses incurred by the Town of Salisbury in providing services on behalf of the Participating Governmental Units, including, but not limited to, wages and any other applicable benefits. Nothing herein shall prevent the parties from mutually agreeing in writing to change the funding contribution during the term of this Agreement, subject to available appropriation.

Article 6. Financial Safeguards

Under the provisions of M.G.L. Chapter 40, §4A, the Town of Salisbury Harbormaster 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 Harbormaster on a quarterly basis. 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.

Article 7. Hours of Services and Service Requirements

The Town of Salisbury shall provide pump out services under this Agreement, [for vessels physically located in West Newbury](#), on an as-needed basis in accordance with Attachment A to the Town of West Newbury's Clean Vessel Act (CVA) grant agreement with the Commonwealth of Massachusetts, Division of Marine Fisheries, which is attached hereto and incorporated herein. In addition, on weekend days (including weekday holidays) during the boating season (May 15 - October 15), the Town of Salisbury shall conduct periodic patrols of the portion of the Merrimack River abutting West Newbury in order to establish a visible presence of the Harbormaster and to conduct enforcement activities pursuant to the West Newbury Harbor Regulations; provided, however, that such patrols may be suspended, upon the reasonable judgment of the Harbormaster, on days with inclement weather.

[At the beginning of the boating season, and on a periodic basis thereafter, the West Newbury Town Manager's office will provide the Town of Salisbury \(via the Harbormaster\) a list of dock and mooring locations that have been permitted by the Town. The Town of Salisbury shall report unpermitted structures and moorings to the West Newbury Town Manager's office if identified within its patrols.](#)

Article 8. Vehicle Usage

The Town of West Newbury shall provide a pump out boat. This vehicle shall be made available for the use of the Salisbury Harbormaster. Collision and liability insurance for this vehicle shall be paid by the Town of West Newbury. Upon presentation of receipts for expenses incurred, the Town of Salisbury shall be reimbursed for reasonable costs, not to exceed \$500.00 within a fiscal year, associated with the garaging, maintenance and upkeep of West Newbury's pump out boat during the term of this Agreement.

Article 9. Fees and Fines

Any fees or fines collected during the provision of pump-out or enforcement services will be collected on behalf of and returned to the Participating Governmental Unit from within the municipal boundaries of which the service is performed. All citations or warnings issued by the Salisbury Harbormaster within the portion of the Merrimack River abutting West Newbury shall be sent to the West Newbury Harbor Committee, care of the Town Manager's office, not later than [seven-five \(75\)](#) calendar days after the date of issuance of the citation or warning.

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. 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 by and between the municipalities which have executed it and each states that the Agreement is intended for their mutual benefit alone and is not intended to confer any express or implied benefits on any other entity or person. This Agreement is not intended to confer third party beneficiary status on any person.

Article 11. Miscellaneous

- a) This Agreement may only be amended in writing by vote of both of the Participating Governmental Units. Should additional municipalities seek to join this program of shared pump out 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.

Witness our hands and seals as of this ____ day of _____, 2024.

TOWN OF WEST NEWBURY
By its Select Board

TOWN OF SALISBURY
By its Board of Selectmen

Dated: _____

DRAFT



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 22, 2024
RE: Water site testing article

We expect to receive a report from Weston & Sampson by or on Monday. Their report will include a recommended budget amount to support testing of one or more sites with potential as a new public water source. This will be circulated upon receipt, and will inform the Board's consideration of what amount to propose for placeholder article #41. The FinCom is scheduled to review the proposed article at the joint FinCom/Select Board meeting next Wednesday 3/27.

ARTICLE REQUEST FORM

ARTICLE: Water Source Exploration

AMOUNT REQUESTED: \$50,000

CONTACT PERSON: Angus Jennings

PHONE NUMBER: 978-363-1100 X111

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

At the October 2023 STM, voters authorized funding for a Town wide study of possible water supply sites. It is expected that a ranked list of sites with recommendations for on site testing will be provided prior to the 2024 ATM. This article would provide the funding for drilling tests to determine the viability of one or more of these sites in terms of water quantity and quality. Prior to conducting any such testing, the Town would enter into a purchase and sale agreement with the Owner.

What factors affect the timing of this purchase?

Identification and permitting of a Town water source is likely to be a multi year process. Given that the Town is paying consumer rates to the City of Newburyport to supplement it's water supply, and there is no guarantee that this additional water will continue to be available, it is imperative that the Town identifies a new water source. This article will fund the next step in this process and is critical in moving the effort forward.

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

June 30, 2026

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.

E.g.

TO: Pat Huckery, DFW Northeast District Manager
FROM: Christine Smith, DFG Assistant General Counsel
RE: Ash Street Federal Taking
DATE: Updated 1/11/2024

Comparing the Town of West Newbury Assessor Map R6 with the Federal Taking tracts, deeds and maps revealed the following discrepancies:

Assessor Parcel R6-4A

This parcel is listed by the Assessor as being owned by the Town. However, this lot is owned by the Commonwealth. This parcel is the so-called Dingle Tract and was part of the federal taking that was conveyed to Commonwealth at Book 4606, Page 221.

Analysis:

The Dingle Tract is 5.7 acres, and the Town Assessor Map shows this parcel as 5.7 acres. The Town of Newbury allegedly took title from Tagney by deed recorded at Book 5832, Page 479. This lot is the first parcel described in that deed. Tagney had obtained title from Alice Sheldon, f/k/a Alice Dingle by deed recorded at Book 5517, Page 180. However, the deed from Alice Dingle Sheldon to Tagney was AFTER the federal taking. Therefore, Alice Dingle Sheldon did not own this property when she conveyed to Tagney and therefore Tagney did not own when he conveyed to Town.

Assessor Parcel R6-3

This parcel is listed by the Assessor as being owned by the Town. However, this lot is owned by the Commonwealth. This parcel is the so-called Rogers Tract. This was also part of the federal taking that was conveyed to Commonwealth at Book 4606, Page 221.

Analysis:

The Rogers Tract was 22 acres and Assessor Map shows this lot as 22 acres. Malcom Burr conveyed this lot to the Town at Book 5832, Page 481. Burr took title from List who took title from Burr. However, the deed from Rogers to List occurred AFTER the federal taking. Therefore, Rogers did not own the property when he conveyed to List, therefore List did not own it when he conveyed to Burr and therefore Burr did not own when he conveyed to the Town.

RELEASE DEED

The Town of West Newbury, with a principal mailing address of 381 Main Street ("GRANTOR") for no consideration, does hereby grant and release any right, title or claim of interest in the land shown as Lot 4A on the Town of Assessor Map R6 and as described as Parcel 1 in a deed to the Town of West Newbury dated December 9, 1971 and recorded with said Registry in Book 5832, Page 477 (the "Property") to the Commonwealth of Massachusetts, acting by and through its Division of Fisheries and Wildlife ("DIVISION").

GRANTOR further acknowledges that the DIVISION is the owner of the Property by virtue of Deed from the United States of America, acting by and through the Department of the Interior, to the Division of Fisheries and Game of the Commonwealth of Massachusetts, dated January 4, 1959, and recorded with said Registry in Book 4606, Page 221.

The United States of America took title to the Property by virtue of Judgment on the Declaration of Taking by the United States of America dated January 3, 1945, and recorded with said Registry in Book 3408, Page 278.

Executed under the penalties of perjury this _ day of _____, 20__.

TOWN OF WEST NEWBURY CONSERVATION COMMISSION

By: Margaret Hawkins MARGARET HAWKINS
Margaret Hawkins, Chair

George Preble
George Preble

David Parrott
David Parrott

John T. Haley Jr.
John Haley

Haley (McCraven) Houston
Haley McCraven

Property Address: 0 Ash Street, West Newbury, MA

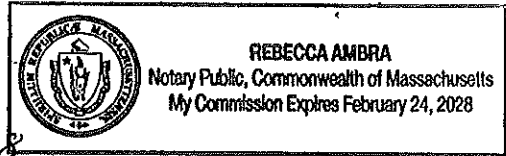
COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

March 18, 2024

Then personally appeared the above named _____, proved to me through satisfactory evidence of identification which was his known to me, to be the person whose named is signed on this document, and acknowledged to me that he signed the preceding document voluntarily for its stated purpose and as his free act and deed.

[Signature]
Notary Public:
My Commission Expires: 02/24/2028



TOWN OF WEST NEWBURY SELECT BOARD

By: _____
Wendy Reed, Chair

Richard Parker

Christopher Wile

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 20__

Then personally appeared the above named _____, proved to me through satisfactory evidence of identification which was his _____, to be the person whose named is signed on this document, and acknowledged to me that he signed the preceding document voluntarily for its stated purpose and as his free act and deed.

Notary Public:
My Commission Expires:

RELEASE DEED

The Town of West Newbury, with a principal mailing address of 381 Main Street ("GRANTOR") for no consideration, does hereby grant and release any right, title or claim of interest in the land shown as Lot 3 on the Town of West Newbury Assessor Map R6 and described deed dated December 18, 1971 and recorded with Essex County Southern District Registry of Deeds in Book 5832, Page 481 (the "Property") to the Commonwealth of Massachusetts, acting by and through its Division of Fisheries and Wildlife ("DIVISION").

GRANTOR further acknowledges that the DIVISION is the owner of the Property by virtue of Deed from the United States of America, acting by and through the Department of the Interior, to the Division of Fisheries and Game of the Commonwealth of Massachusetts, dated January 4, 1959, and recorded with said Registry in Book 4606, Page 221.

The United States of America took title to the Property by virtue of Judgment on the Declaration of Taking by the United States of America dated January 3, 1945, and recorded with said Registry in Book 3408, Page 278.

Executed under the penalties of perjury this _ day of _____, 20__.

TOWN OF WEST NEWBURY CONSERVATION COMMISSION

By: Margaret Hawkins Margaret Hawkins
Margaret Hawkins, Chair

George Preble
George Preble

David Parrott
David Parrott

John T. Haley Jr.
John Haley

Haley (McCraven) Houston
Haley McCraven

Property Address: 0 Ash Street, West Newbury, MA

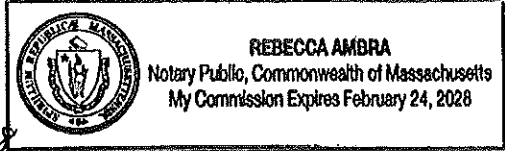
COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

March 18, 2024

Then personally appeared the above named _____, proved to me through satisfactory evidence of identification which was his known to me, to be the person whose named is signed on this document, and acknowledged to me that he signed the preceding document voluntarily for its stated purpose and as his free act and deed.

[Signature]
Notary Public:
My Commission Expires: 02/24/2028



TOWN OF WEST NEWBURY SELECT BOARD

By: _____
Wendy Reed, Chair

Richard Parker

Christopher Wile

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 20__

Then personally appeared the above named _____, proved to me through satisfactory evidence of identification which was his _____, to be the person whose named is signed on this document, and acknowledged to me that he signed the preceding document voluntarily for its stated purpose and as his free act and deed.

Notary Public:
My Commission Expires:

Angus Jennings

From: Shirin Everett [REDACTED]
Sent: Monday, March 11, 2024 2:53 PM
To: Angus Jennings
Subject: West Newbury: Fish & Game
Attachments: 1959 Federal taking_deed from US to DFG_BK4606 PG221.pdf; Dingle_Release Deed.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Angus,

The special act that authorized Fish and Game to acquire the property states that the property is to be used “for fish and wildlife management purposes or propagation,” and the deed to Fish and Game states that the property is to be used “for wildlife conservation purposes.” It is my opinion that, unless the statute and the deed are amended, Fish and Game is not permitted to use these parcels for other purposes.

The release deeds are acceptable as to form. Since the deeds conveying the properties to the Town refer to the properties being accepted by the Board of Selectmen, with the Conservation Commission having custody of such parcels, you may want to have both the Select Board and the Conservation Commission to sign these release deeds.

Please let me know if you have any further questions.

Shirin Everett, Esq.
KP | LAW
101 Arch Street, 12th Floor
Boston, MA 02110

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and attachments thereto, if any, and destroy any hard copies you may have created and notify me immediately.

From: Christian Kuhn <chief.assessor@wnewbury.org>
Sent: Thursday, March 7, 2024 12:51 PM
To: Angus Jennings <townmanager@wnewbury.org>; Shirin Everett [REDACTED]
Subject: RE: Another real estate matter

Hello Shirin

I have been in a dialogue with the MA Department of Fish and Game since October 2023 concerning some parcels in West Newbury. They are contesting our records on three parcels and arguing that they should be listed as owned by

DFG. Two of the parcels are listed as being owned by the Conservation Commission. DFG has provided backing documents that they are the paramount title holder. This situation stemmed from property owners selling these properties, though they had no legal right. The Town agrees to DFG's argument and wants to proceed with signing the release deeds that their representation has provided. We wanted a final legal review before signing the documents. I have attached all relevant documents. If you don't see anything out of line with the release deeds, I'd like to present them for the Conservation Commission's signatures soon.

There is a third parcel, currently owned by the Cannatellis, which will need to be addressed later.

Christian Kuhn

From: Angus Jennings <townmanager@wnewbury.org>

Sent: Thursday, March 7, 2024 10:38 AM

To: Shirin Everett [REDACTED]

Cc: Christian Kuhn <chief.assessor@wnewbury.org>

Subject: Another real estate matter

Shirin,

In addition to the two items we discussed yesterday, there is another real estate question for which we'll be seeking your office's review. Our Chief Assessor Christian Kuhn will write this up and send over to you, with supporting documentation, later today.

In terms of timing/priority, the Town's top priority (in terms of urgency) is the _____ issue; second priority, _____; third priority, the matter that Christian will send over. It is not in any way unimportant – just a bit less urgent than the other two.

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

DEED
UNITED STATES OF AMERICA
to
THE DIVISION OF FISHERIES AND GAME OF
THE COMMONWEALTH OF MASSACHUSETTS

THIS DEED, made this 4th day of June, 1959,
by and between the UNITED STATES OF AMERICA, acting by and through
the Secretary of the Interior, hereinafter referred to as the United
States, and the DIVISION OF FISHERIES AND GAME OF THE COMMONWEALTH
OF MASSACHUSETTS,

WITNESSETH:

WHEREAS, the Act of June 3, 1948 (62 Stat. 293), author-
izes and directs the Secretary of the Interior to dispose of all
the interests of the United States in the Crane Pond, Downfall,
and Mill Creek Divisions of the Parker River Project in Essex County,
Massachusetts, and

WHEREAS, the said Act of June 3, 1948, further provides
that such lands lying within the boundaries of the divisions desig-
nated, the title to which cannot be returned to the prior owners
thereof, are to be disposed of in such manner and at such prices as
the Secretary of the Interior may deem to be in the best interests
of the United States, and

WHEREAS, it has been determined that title cannot be
returned to the prior owners of certain lands containing 3,284
acres, more or less, within the designated divisions, and

WHEREAS, the Division of Fisheries and Game of the Common-
wealth of Massachusetts desires to acquire these lands for wildlife
conservation purposes, and has tendered the sum of TEN THOUSAND
DOLLARS (\$10,000) therefor, and

WHEREAS, the Secretary of the Interior has determined
that the conveyance of these lands to the Division of Fisheries and
Game of the Commonwealth of Massachusetts is in the best interests
of the United States;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the
United States in consideration of the premises and the payment to

Exhibit I

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Page 222

4606

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D. 4606 /

the United States of the sum of TEN THOUSAND DOLLARS (\$10,000), receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the Division of Fisheries and Game of the Commonwealth of Massachusetts, without warranty, either express or implied, all right, title, and interest of the United States in and to the lands within the exterior boundaries of the Crane Pond, Downfall, and Mill Creek Divisions of the Parker River Project with all the appurtenances thereto, the exterior boundaries of said divisions being more particularly described by maps and documents recorded in the Essex County records at Salem, Massachusetts, on January 23, 1945 in Book 3408 at page 278 and map tracings filed as Plans 623/1958.

There are excepted from this conveyance those lands which have been excluded from the condemnation proceeding entitled United States v. 12,367.47 Acres of Land, More or Less, Situate in Essex County, Massachusetts, and John W. Buswell, et al., Misc. Civil No. 7010, filed December 30, 1944, in the United States District Court, District of Massachusetts, and returned to the former owners in accordance with section 2(b) of said Act of June 3, 1948.

TO HAVE AND TO HOLD the granted premises with all the rights, easements, and appurtenances thereunto belonging, to the said Division of Fisheries and Game of the Commonwealth of Massachusetts, and its assigns forever.

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA has caused these presents to be executed in its name by the Secretary of the Interior, and the seal of the Department of the Interior to be hereunto affixed on the day and year first above written.

RECORDED
DEEDS & EXCISE
1945

UNITED STATES OF AMERICA

BY Sheldon A. Keaton
Secretary of the Interior

Approved as to Matters of Form

Lucy B. Underhill
Assistant Attorney General

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P. 223

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Page 223

ACKNOWLEDGMENT

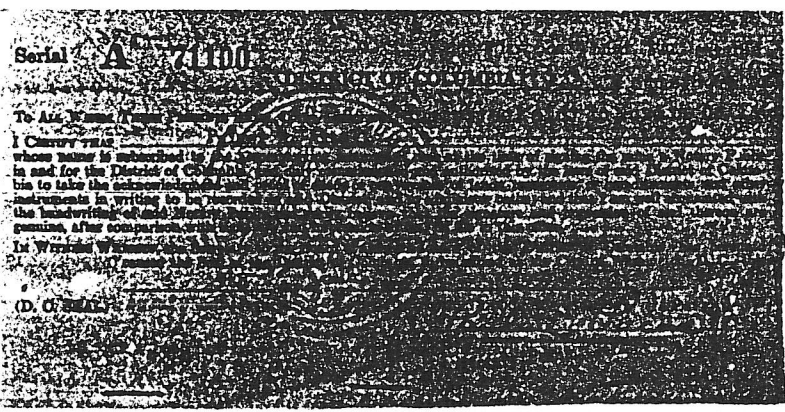
UNITED STATES OF AMERICA }
DISTRICT OF COLUMBIA } ss

I, Palmer A. Artell, a Notary Public in and for the District of Columbia, and as such officer authorized to take acknowledgments of deeds, do hereby certify that Fred A. Seaton Secretary of the Interior, personally known to be the person and officer whose name is subscribed to the foregoing instrument, appeared before me and acknowledged the said instrument to be his free act and deed in his said capacity and the free act and deed of the said United States of America for the purposes therein expressed, and the seal thereto affixed is the seal of the Department of the Interior.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in Washington, D. C., this 4th day of June, 1959.

Palmer A. Artell
Notary Public, District of Columbia

My commission expires _____



Essex ss. Recorded Oct. 6, 1959. 40 m. past 10 A.M. #47

B. 4606 P. 217

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KNOW ALL MEN BY THESE PRESENTS

WHEREAS, under Chapter 131, Section 25 of the General Laws as amended by Chapter 535 of the Acts of 1951, entitled "An Act Enabling the Director of the Division of Fisheries and Game in the Department of Conservation to Acquire Certain Lands and to Regulate Their Use", the Director of the Division of Fisheries and Game, with the advice and consent of the Administrative Board thereof, may acquire by gift, purchase or lease properties at such places within the Commonwealth as he may select for fish and wildlife management purposes or propagation; provided that no such property shall be acquired in a city without the approval of the Mayor and City Council, and in a town without the approval of the Selectmen.

NOW THEREFORE, we, Frederick D. Retallick, Chairman, Thomas M. Joyce, Secretary, Harper L. Gerry and Bert Nietupski, members of said Administrative Board of the Division of Fisheries and Game, and we, Albert E. Elwell, Chairman, M. Paine Hoseason and Norman L. Brown, members of the Board of Selectmen of the Town of West Newbury, consent to the acquisition of land now owned by the U. S. Department of the Interior, by the Director of the Division of Fisheries and Game for the purpose stated in said Act.

Members of the Administrative Board

Frederick D. Retallick
Thomas M. Joyce
Harper L. Gerry

Date: Sept 25 1959

Members of the Board of Selectmen of the Town of West Newbury

Albert E. Elwell
Norman L. Brown

Date: Aug 25 1959

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Page 218

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, under Chapter 131, Section 25 of the General Laws as amended by Chapter 535 of the Acts of 1951, entitled "An Act Enabling the Director of the Division of Fisheries and Game in the Department of Conservation to Acquire Certain Lands and to Regulate Their Use", the Director of the Division of Fisheries and Game, with the advice and consent of the Administrative Board thereof, may acquire by gift, purchase or lease properties at such places within the Commonwealth as he may select for fish and wildlife management purposes or propagation; provided that no such property shall be acquired in a city without the approval of the Mayor and City Council, and in a town without the approval of the Selectmen.

NOW THEREFORE, we, Frederick D. Retallick, Chairman, Thomas M. Joyce, Secretary, Harper L. Gerry and Bert Nietupski, members of said Administrative Board of the Division of Fisheries and Game, and we, Harold E. Crawford, Chairman, James N. Chooljian and Richard N. Cammett, members of the Board of Selectmen of the Town of Groveland, consent to the acquisition of land now owned by the U. S. Department of the Interior, by the Director of the Division of Fisheries and Game for the purpose stated in said Act.

Members of the
Administrative
Board

Frederick D. Retallick
Thomas M. Joyce
Bert Nietupski
Harper L. Gerry

Date: Aug 21, 1959

Members of the
Board of Selectmen of the
Town of Groveland

Harold E. Crawford
James N. Chooljian
Richard N. Cammett

Date: 8/17/59

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, under Chapter 131, Section 25 of the General Laws as amended by Chapter 535 of the Acts of 1951, entitled "An Act Enabling the Director of the Division of Fisheries and Game in the Department of Conservation to Acquire Certain Lands and to Regulate Their Use", the Director of the Division of Fisheries and Game, with the advice and consent of the Administrative Board thereof, may acquire by gift, purchase or lease properties at such places within the Commonwealth as he may select for fish and wildlife management purposes or propagation; provided that no such property shall be acquired in a city without the approval of the Mayor and City Council, and in a town without the approval of the Selectmen.

NOW THEREFORE, we, Frederick D. Retallick, Chairman, Thomas M. Joyce, Secretary, Harper L. Gerry and Bert Nietupski, members of said Administrative Board of the Division of Fisheries and Game, and we, Joseph A. Soucy, Chairman, Eugene A. Morse and Barney A. Camenker, members of the Board of Selectmen of the Town of Georgetown, consent to the acquisition of land now owned by the U. S. Department of the Interior, by the Director of the Division of Fisheries and Game for the purpose stated in said Act.

Members of the
Administrative
Board

Frederick D. Retallick
Thomas M. Joyce
Bert Nietupski
Harper L. Gerry

Date: Aug 21, 1959

Members of the
Board of Selectmen of the
Town of Georgetown

Joseph A. Soucy
Eugene A. Morse
Barney A. Camenker

Date: 7/27/59

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KNOW ALL MEN BY THESE PRESENTS

WHEREAS, under Chapter 131, Section 25 of the General Laws as amended by Chapter 535 of the Acts of 1951, entitled "An Act Enabling the Director of the Division of Fisheries and Game in the Department of Conservation to Acquire Certain Lands and to Regulate Their Use", the Director of the Division of Fisheries and Game, with the advice and consent of the Administrative Board thereof, may acquire by gift, purchase or lease properties at such places within the Commonwealth as he may select for fish and wildlife management purposes or propagation; provided that no such property shall be acquired in a city without the approval of the Mayor and City Council, and in a town without the approval of the Selectmen.

NOW THEREFORE, we, Frederick D. Retallick, Chairman, Thomas M. Joyce, Secretary, Harper L. Gerry and Bert Nietupski, members of said Administrative Board of the Division of Fisheries and Game, and we, Leslie Thurlow, Chairman, Silas Little and Martin H. Burns, members of the Board of Selectmen of the Town of Newbury, consent to the acquisition of land now owned by the U. S. Department of the Interior, by the Director of the Division of Fisheries and Game for the purpose stated in said Act.

Members of the
Administrative
Board

Frederick D. Retallick
Thomas M. Joyce
Bert Nietupski
Harper L. Gerry

Date: Aug 21 1959

Members of the
Board of Selectmen of the
Town of Newbury

Leslie Thurlow
Silas Little
Martin H. Burns

Date: Aug 21 1959

Special Event Application

Organization or Group Myopia Hunt Club

Person Making Reservation Cynthia Foote

Mailing Address [REDACTED]

Phone [REDACTED]

Event Date: May 28th Start Time 8:30 AM End

Time 11 AM

Reason for Event drag fox hunt

Number of attendees 15 +/-

Check Appropriate Block:

Resident Non-resident

Fund Raising Group Non-Profit Commercial Other

Submit your application (with all maps, diagrams and attachments as required).

Provide a Schedule of Events along with a Sketch Plan which addresses:

1. The location of the event on the property pipe stone

2. For road or walk race, a detailed map of the route on file @ town office

3. Features and attractions 15 +/- riders, horses, hounds

4. Participant circulation —

5. Proposed parking including how you will handle overflow parking on property @ location #1

6. Any proposed road closures NO

7. Location of trash receptacles and dumpsters n/A

8. Location of temporary toilet facilities n/A

9. Accessible routes for the disabled or mobility impaired n/A

10. Locations, size and number of any tents, trailers or temporary structures
15 +/- truck + trailers

11. Location, size, and description of any signage or banners
n/A

12. If food will be served or sold at the event, you must contact the West Newbury Board of Health to discuss Food and Beverage regulations before you submit your application. If required, your food permit must be submitted before final approval of the Special Event.
n/A

13. If Police Details and/or Firefighters/EMTs will be required, contact the West Newbury Police Department and West Newbury Fire Department to secure services. Only Police Officers may direct traffic on town streets. Evidence that Police and/or Fire Personnel have been secured must be presented before the approval of the final Special Event Permit. we will provide street crossers

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

Name: Myopia Hunt

Event: fox hunt

Cindy Foster

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

Cynthia Foster
Individual/Authorized Signature for Group

03/11/24
Date

Chief of Police's Signature: _____ Date: _____

Requests and comments:

Fire Chief's Signature: _____ Date: _____

Requests and comments:

Approval granted if signed here by Board of Selectmen: _____ Date: _____

Requests and comments:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/05/2023

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

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

| PRODUCER Allen Financial Insurance Group 13880 N Northsight Blvd Building C #109 Scottsdale AZ 85260 | CONTACT NAME: Samantha Sergio PHONE (A/C, No): [REDACTED] E-MAIL ADDRESS: [REDACTED] | | | | | | | | | | | | | | | | | | | | |
|---|---|-------------------------------|--|--------|------------|--------------------|--|------------|--|--|------------|--|--|------------|--|--|------------|--|--|------------|--|
| | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Argonaut Insurance</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: | Argonaut Insurance | | INSURER B: | | | INSURER C: | | | INSURER D: | | | INSURER E: | | | INSURER F: | |
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| INSURER C: | | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | |
| INSURED Myopia Hunt Club 435 Bay Road South Hamilton MA 01982-1922 | | | | | | | | | | | | | | | | | | | | | |


COVERAGES CERTIFICATE NUMBER: CL237554928 REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | ELP0221951-00 | 07/01/2023 | 07/01/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | Y | | EXP0221951-00 | 07/01/2023 | 07/01/2024 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional insured as premises owner with respect to the operations of the insured for coverages afforded under this policy.

| | |
|--|--|
| CERTIFICATE HOLDER Town of West Newbury Pipestave 694 Main Street West Newbury MA 01985-1225 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|--|

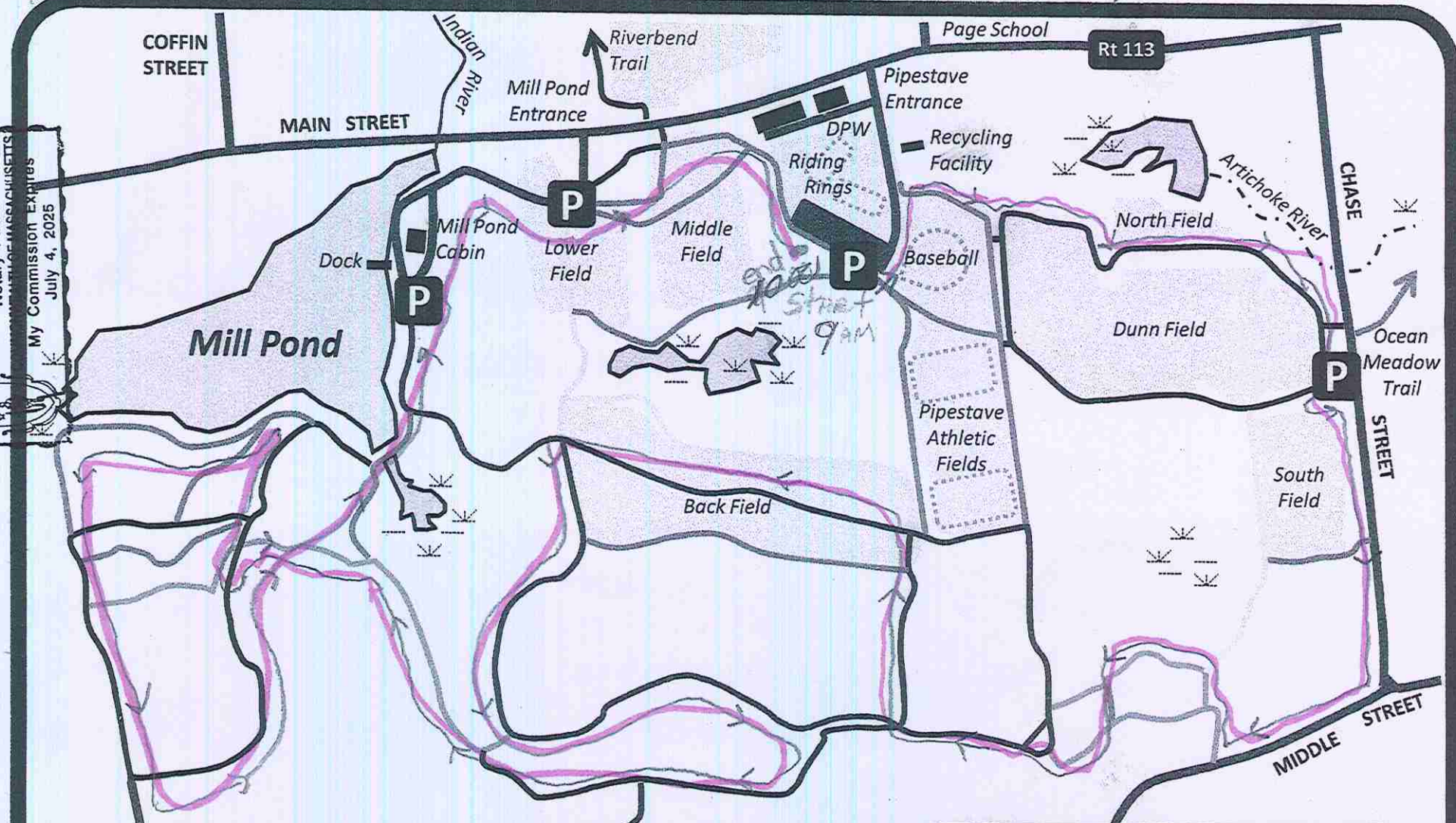
© 1988-2015 ACORD CORPORATION. All rights reserved.

Myopia Hunt

Tuesday May 28 2024 9AM-10AM

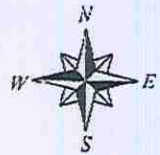
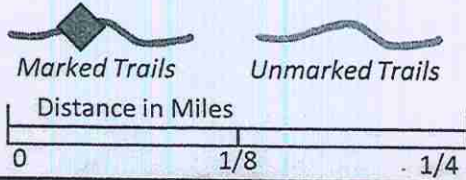
1 Poorhouse Lane 9786094960

CYNTHIA S. FOOTE
Notary Public
STATE OF MASSACHUSETTS
My Commission Expires
July 4, 2025



9:00 Street 9AM

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WEST NEWBURY OPEN SPACE COMMITTEE
Visit: www.westnewburyopenspace.net



+ Archelaus Hill Summit Elev 248 ft

ARCHELAUS HILL RD

MILL POND & Pipestave Hill Recreation Area
 West Newbury, Massachusetts

Special Event Application

Organization or Group West Newbury Riding and Driving Club

Person Making Reservation Dr. H. H. H. H. H.

Mailing Address _____

Phone _____

Event Date: June 15, Saturday Start Time 8:00 AM End 2:00 PM

Time and Sept 15, Sunday

Reason for Event Adventure Trail Ride I and II

Number of attendees 40+ riders on horses, 10 volunteers

Check Appropriate Block:

Resident Non-resident

Fund Raising Group Non-Profit Commercial Other

Submit your application (with all maps, diagrams and attachments as required).

Provide a Schedule of Events along with a Sketch Plan which addresses:

1. The location of the event on the property Pipestave Hill, Dunn Fields, Mill Pond and Town Forest Trails. In September possibly loop at Sawmill Brook
2. For road or walk race, a detailed map of the route P.H. E through Dunn, S. to wellfield, W. through back trails to M.P., loop around Town Forest, return through jump fields.
3. Features and attractions 7 hidden stops along the trail in spring. Route subject to change as necessary
4. Participant circulation Staggered start for groups of 2-4
5. Proposed parking including how you will handle overflow parking All Pipestave top of hill parking for horse trailers and volunteers
6. Any proposed road closures No

7. Location of trash receptacles and dumpsters Edge of parking lot
8. Location of temporary toilet facilities near ballfield
9. Accessible routes for the disabled or mobility impaired spectators can watch start and finish
10. Locations, size and number of any tents, trailers or temporary structures
1 tent for registration and scoring table
11. Location, size, and description of any signage or banners
WNRDC sandwich sign, "no manure" signs, water arrow, No base dogs on kiosks
12. If food will be served or sold at the event, you must contact the West Newbury Board of Health to discuss Food and Beverage regulations before you submit your application. If required, your food permit must be submitted before final approval of the Special Event.
No food
13. If Police Details and/or Firefighters/EMTs will be required, contact the West Newbury Police Department and West Newbury Fire Department to secure services. Only Police Officers may direct traffic on town streets. Evidence that Police and/or Fire Personnel have been secured must be presented before the approval of the final Special Event Permit. No assistance needed
14. Provide a Certificate of Insurance to the Town Manager's Office no later than ten (10) business days before the event. Final Special Event Permits will not be issued without submission of a Certificate of Insurance on file

Name: Deborah J. Smith Event: WNRDC Adventure Trail

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

Deborah J. Smith 3/8/24
Individual/Authorized Signature for Group Date

Chief of Police's Signature: _____ Date: _____
Requests and comments:

Fire Chief's Signature: _____ Date: _____
Requests and comments:

Approval granted if signed here by Select Board: _____ Date: _____

Requests and comments:

From: [REDACTED]
To: [Town Clerk](#)
Subject: Re: Jun and Sept Riding and Driving
Date: Tuesday, March 19, 2024 1:43:20 PM
Attachments: [image001.png](#)

Hi Jim,
No, no maps, as we discussed.

We hope to use the same trails as last year for ECTA's Canicross on March 30, but wet conditions could change that, and the routes for the WNRDC Adventure Trail Rides won't be determined until much closer to the event.

The Horse Trials activity takes place in the rings, 2 jump fields and the back field, finishing along the low trail beside the soccer fields, if dry enough.

The Myopia Hunt routes are often only set day of. The Hunt brings street crossing volunteers wherever needed.

I'd be happy to answer Selectboard questions.

Deb Hamilton

[REDACTED]
Sent from my iPhone

On Mar 19, 2024, at 8:28 AM, Town Clerk <townclerk@wnewbury.org> wrote:

Hi Deb,

Were you going to get me maps for these two events? I have a note from Max but it wasn't clear to me.

Let me know,

James RW Blatchford

Town Clerk

Town of West Newbury

Phone 978-363-1100 X 110

Mobile 978-891-0039

www.WNewbury.org



Special Event Application

Organization or Group The Alzheimer's Association MA/NH

Person Making Reservation Roger Mast

Mailing Address [REDACTED]

Phone [REDACTED]

Event Date: 6/11/24 Start Time 0600 End

Time 1700

Reason for Event Fundraiser Bicycle Ride

Number of attendees 500

Check Appropriate Block:

Resident Non-resident

Fund Raising Group Non-Profit Commercial Other

Submit your application (with all maps, diagrams and attachments as required).

Provide a Schedule of Events along with a Sketch Plan which addresses:

1. The location of the event on the property See Attached Detail

2. For road or walk race, a detailed map of the route Attached

3. Features and attractions NA

4. Participant circulation NA

5. Proposed parking including how you will handle overflow parking NA

6. Any proposed road closures No

7. Location of trash receptacles and dumpsters _____
NA

8. Location of temporary toilet facilities _____
NA

9. Accessible routes for the disabled or mobility impaired _____
NA

10. Locations, size and number of any tents, trailers or temporary structures _____
NA

11. Location, size, and description of any signage or banners _____
Route directional signs, 18x24 coroplast. Placed 5/31, removed 6/1

12. If food will be served or sold at the event, you must contact the West Newbury Board of Health to discuss Food and Beverage regulations before you submit your application. If required, your food permit must be submitted before final approval of the Special Event.
NA

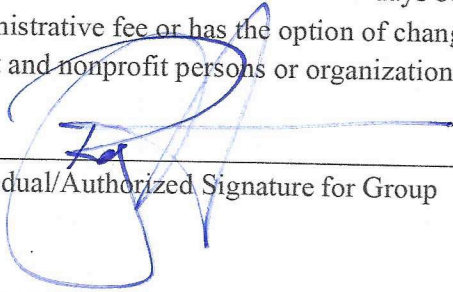
13. If Police Details and/or Firefighters/EMTs will be required, contact the West Newbury Police Department and West Newbury Fire Department to secure services. Only Police Officers may direct traffic on town streets. Evidence that Police and/or Fire Personnel have been secured must be presented before the approval of the final Special Event Permit.
Yes

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

Will do. These should be issued soon

Name: Roger M. Mast Event: Ride to End ALZ

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



Individual/Authorized Signature for Group 3.9.24
Date

Chief of Police's Signature: _____ Date: _____

Requests and comments:

Fire Chief's Signature: _____ Date: _____

Requests and comments:

Approval granted if signed here by Select Board: _____ Date: _____

Requests and comments:



| Client | | ALZ New England-24 | | | | | | | | | | | | | | | | | |
|-----------------|-----------------|--------------------|----------------|----------------|----------------|-------------|-------------|-----------|--|--------------------------|--------------------|--------|---------------------------|-----|-----------|-------|----------|-------|--|
| Ride | | 100 Mile | | | | | | | | | | | | | | | | | |
| Mileage | | 100.9 | | | | | | | | | | | | | | | | | |
| Start | | 7:00:00 AM | | | | | | | | | | | | | | | | | |
| ETA | ETA | ETA | ETA | ETA | ETA | INCR | FM | ACTION | LOCATION | FROM | LEA | County | Agency | Qty | Time | Hours | Rate/Hr. | Total | |
| 8 MPH | 10 MPH | 11.5MPH | 15 MPH | 20 MPH | 23 MPH | | | | | | | | | | | | | | |
| 7:00:00 | 7:00:00 | 7:00:00 | 7:00:00 | 7:00:00 | 7:00:00 | 0.00 | 0.00 | | Hampton Beach State Park | START | | | NH Parks & Rec | | | | | | |
| 9:23:15 | 8:54:36 | 8:39:39 | 8:16:24 | 7:57:18 | 7:49:50 | 0.60 | 19.1 | VR | becomes Curzon Mill Rd | Pine Hill Rd | Amesbury | | | | | | | | |
| 9:25:30 | 8:56:24 | 8:41:13 | 8:17:36 | 7:58:12 | 7:50:37 | 0.30 | 19.4 | L | Hoyts Ln | Curzon Mill Rd | Amesbury | | | 1 | 0730-1000 | 2.5 | | | |
| 9:30:00 | 9:00:00 | 8:44:21 | 8:20:00 | 8:00:00 | 7:52:10 | 0.60 | 20 | R | Storey Ave/ Main St | Hoyte Ln | West Newbury | | | | | | | | |
| 9:36:45 | 9:05:24 | 8:49:03 | 8:23:36 | 8:02:42 | 7:54:31 | 0.90 | 20.9 | L | Garden St | Main St | West Newbury | | | 1 | 0730-1000 | 2.5 | | | |
| 9:41:15 | 9:09:00 | 8:52:10 | 8:26:00 | 8:04:30 | 7:56:05 | 0.60 | 21.5 | R | Middle St | Garden St | West Newbury | | | | | | | | |
| 9:50:15 | 9:16:12 | 8:58:26 | 8:30:48 | 8:08:06 | 7:59:13 | 1.20 | 22.7 | CS | Middle St | Indian Hill St | West Newbury | | | | | | | | |
| 9:56:15 | 9:21:00 | 9:02:37 | 8:34:00 | 8:10:30 | 8:01:18 | 0.80 | 23.5 | L | Batchelor St | Middle St | West Newbury | | | 1 | 0730-1015 | 2.75 | | | |
| 10:02:15 | 9:25:48 | 9:06:47 | 8:37:12 | 8:12:54 | 8:03:23 | 0.80 | 24.3 | CS | becomes Moulton St | Cherry Hill St | West Newbury | | | | | | | | |
| 10:07:30 | 9:30:00 | 9:10:26 | 8:40:00 | 8:15:00 | 8:05:13 | 0.70 | 25 | CS | Moulton St | llsley Hill Rd | West Newbury | | | | | | | | |
| 10:15:00 | 9:36:00 | 9:15:39 | 8:44:00 | 8:18:00 | 8:07:50 | 1.00 | 26 | VL | South St | Moulton Hill | West Newbury | | | 1 | 0730-1030 | 3 | | | |
| 10:18:45 | 9:39:00 | 9:18:16 | 8:46:00 | 8:19:30 | 8:09:08 | 0.50 | 26.5 | L | Indian Hill St | South St | West Newbury | | | | | | | | |
| 10:27:00 | 9:45:36 | 9:24:00 | 8:50:24 | 8:22:48 | 8:12:00 | 1.10 | 27.6 | R | Garden St | Indian Hill St | West Newbury | | | | | | | | |
| 10:30:45 | 9:48:36 | 9:26:37 | 8:52:24 | 8:24:18 | 8:13:18 | 0.50 | 28.1 | R | Rogers St | Garden St | West Newbury | | | 1 | 0730-1100 | 3.5 | | | |
| 10:38:15 | 9:54:36 | 9:31:50 | 8:56:24 | 8:27:18 | 8:15:55 | 1.00 | 29.1 | R | Turkey Hill Rd | Rogers St | West Newbury | | | | | | | | |
| 10:47:15 | 10:01:48 | 9:38:05 | 9:01:12 | 8:30:54 | 8:19:03 | 1.20 | 30.3 | L | South St | Turkey Hill Rd | West Newbury | | | 1 | 0730-1100 | 3.5 | | | |
| 10:49:30 | 10:03:36 | 9:39:39 | 9:02:24 | 8:31:48 | 8:19:50 | 0.30 | 30.6 | CS | becomes Scotland Rd | I-95 overpass | West Newbury | | | | | | | | |
| 11:04:30 | 10:15:36 | 9:50:05 | 9:10:24 | 8:37:48 | 8:25:03 | 2.00 | 32.6 | CS | becomes Parker St | Highfield Rd | Newbury | | | | | | | | |
| 11:09:00 | 10:19:12 | 9:53:13 | 9:12:48 | 8:39:36 | 8:26:37 | 0.60 | 33.2 | CS | becomes Graf Rd | Parker St / Mulliken Way | Newburyport | | | | | | | | |
| 11:12:00 | 10:21:36 | 9:55:18 | 9:14:24 | 8:40:48 | 8:27:39 | 0.40 | 33.6 | RS | RS 2: Newburyport Professional Center | Graf Rd | Newburyport | | | | | | | | |

From: [Michael Dwyer](#)
To: [Town Clerk](#)
Subject: Re: Ride to End ALZ Application
Date: Tuesday, March 19, 2024 3:52:40 PM
Attachments: [image001.png](#)

2 detail officers will be needed. Fire and EMS if requested by the event organizer.

From: Town Clerk <townclerk@wnewbury.org>
Date: Monday, March 18, 2024 at 4:42 PM
To: Michael Dwyer <dwyer@westnewburysafety.org>
Subject: FW: Ride to End ALZ Application

Hi Mike,

Just received this application, do you have any comments?

Best,

James RW Blatchford

Town Clerk

Town of West Newbury

Phone 978-363-1100 X 110

Mobile 978-891-0039

www.WNewbury.org



From: Roger Mast [REDACTED]
Sent: Friday, March 15, 2024 5:10 PM
To: Town Clerk <townclerk@wnewbury.org>
Subject: Ride to End ALZ Application

Good afternoon,

Attached is the Special Event application for the 6/1 Ride to End ALZ MA/NH. I hope it is okay to submit via email. If I need to send via mail please advise.

Thank you and talk soon,

Roger



**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**

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 Commissioner
- 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.

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 Council 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>



**Town of West Newbury
Select Board Meeting
March 11, 2024 @ 6:00pm
381 Main Street, Town Office Building
www.wnewbury.org
Meeting Minutes**

Open Session: Chairwoman Reed opened the session at 6:07pm.

Participation at the Meeting:

- Rick Parker, Wendy Reed, Chris Wile- Select Board
- Angus Jennings- Town Manager
- Jim Blatchford- Town Clerk
- Jenny Walsh- Town Accountant
- Rob Phillips- Finance Committee representative

Announcements:

- 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
- Community Science Event: High Tide tour of River Road area, Monday, March 11th at 1:30pm
- Matinee performance of *Les Misérables*, March 13th, at 3pm, Pentucket Middle/High School. FREE for residents aged 60+, sponsored by Pentucket Arts Foundation. Show open to General Audiences on March 14-16
- SAGE Center events: see Town website for dates and details
- RSV Clinic- March 12, 2024 10am-12pm in the Annex

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 were no Items on the Consent Agenda.

C. Town Manager Updates

b. Newburyport Council Public Works & Safety Committee, mtg re Middle Street Bridge, Mon., March 18th

See Exhibit Cb, p. 10-27. Jennings reported that the meeting with Newburyport had been postponed to March 18th. He said the City applied for a \$500K small bridge grant, which was presently under review by MassDOT. DOT had requested further elaboration on some of the finances presented by West Newbury and Newburyport, which would necessitate a meeting with Commonwealth and Newburyport officials. Parker urged reaching out to Newburyport's subcommittee responsible for the Bridge project with particular regard to an updated intermunicipal agreement. Jennings envisioned Newburyport handling the execution of the project and related maintenance in the field, while the Town would be responsible for administrative activities (since he felt that West Newbury was well-equipped to do this).

c. Recent intermunicipal meeting in Newburyport regarding Whittier Tech Regional Agreement

See Exhibit Cc, p. 28-61. Jennings hailed the meeting he and Reed attended as productive. Newburyport encouraged the other communities who attended their meeting to provide their feedback on concerns with Whittier they have in order to build unanimity. One major area of change to the Regional Agreement suggested was appointments to the Whittier School Committee by Select Board or City Council, rather than by the local School Committee in each Town or City, and another major suggestion improved communication to communities especially with regard to the posting of agendas and other materials. Parker wanted this in the Agreement itself. Jennings stated the next meeting of the intermunicipal group would be April 4th in Amesbury. Looking over proposed revisions to the Agreement, Wile drew attention to the clause recommending a 2/3rds vote of the member communities to allow a City or Town withdraw. Wile felt that threshold was too low, and thought an 80% approval was more reasonable. Wile suggested cutting out the "school choice" clause, as well.

d. Update on proposed extension of/updates to Harbormaster Intermunicipal Agreement with Salisbury

See Exhibit Cd, p. 62-67. Jennings said the Harbormaster IMA would come back before the Board for further review as the renewal period draws near. He highlighted that one of the key changes was to the language regarding termination- a termination of the Agreement could take place 90 days before the end of the term, rather than at the end of the term, as West Newbury continues internal discussions as to whether Salisbury is the right partner to continue collaborating with for the service (versus Amesbury or Haverhill). Jennings said that not all of the waterways-related services were carried out by the Harbormaster, but rather were handled locally by members of West Newbury's Harbor Committee.

e. FY25 budget updates and review of upcoming meeting schedule

See Exhibit Ce, p. 68-82. The Town Manager pointed out a few changes in line items. These included an increase in Select Board Professional and Technical Services funds, and the minimum-wage PT "land steward" position envisioned by the Conservation Commission to assist with trail maintenance and other duties to alleviate burdens on the DPW. Among their duties would be operating chainsaws for the Town (to meet insurance requirements that wouldn't otherwise be met with volunteer labor). **Wile motioned to refer the new amounts presented to Town Meeting. The motion was properly seconded. The motion**

unanimously passed. (3 Yes, 0 No, 0 Abstain).

- f. **Land Management & Planning Group meeting on Feb. 28th**
See Exhibit Cf, p. 83. Jennings said this Item was purely informational and was intended to keep the Select Board abreast.
- g. **Updates on other ongoing/active projects/initiatives**
See Exhibit Cg, p. 84-86. Jennings informed the Board that a cybersecurity training sequence for Town employees was forthcoming.

D. Department Updates/Discussion

- a. **Police Chief & Town Manager attendance at Essex County Police Chiefs' legislative breakfast, March 6th**
See Exhibit Da, p. 87-89. Dwyer and Jennings attended the high-profile annual breakfast on the 6th.
- b. **Update on work toward Sawmill Brook Land Management Plan (required by June 30, 2024)**
See Exhibit Db, p. 90-91. Jennings used this Item to remind the Board about ongoing progress on the Management Plan, in his efforts attempting to get comments on it before June.

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

- a. **Board of Water Commissioners' water rate public hearing, March 21st at 6pm, Annex**
See Exhibit Ea, p. 92. A save-the-date postcard went out to promote the hearing, and other required postings/announcements had gone up.
- b. **River Road Resiliency Plan: receipt of draft consultant reports; project timeline and next steps**
See Exhibit Eb, p. 93-98. Public access to these materials was needed, Reed said, after she had tried opening some of the links and finding she did not have permission to.
- c. **Proposed Right to Farm bylaw/Agricultural Steering Committee - update from March 8, 2024 meeting**
See Exhibit Ec, p. 99. Reed discussed the public meeting at the Laurel Grange which over two dozen people attended- including State Senator Bruce Tarr. What came out of it was a plan to draft a Bylaw similar to the Town of Newbury's by a nine-person *ad hoc* committee. Reed relayed comments she had heard at the meeting- those of farmers worried about their lifestyle and livelihood, and those of others hoping to better promote agriculture in West Newbury through education. Reed said that the committee would need to be composed of West Newbury residents, but many of the Laurel Grange event organizers were not. She predicted this could lead to conflict. If this would become a Bylaw, at the end of the day, the Board (or another Town government body) would have to be responsible for bringing that before voters, Jennings confirmed. The Bylaw would potentially help settle disputes, promote farmers/farming, warn new homeowners that ag. activity is taking place in Town. The goal would be to get the Bylaw before Fall Special Town Meeting. Wile suggested the committee provide the Board with monthly updates, but Parker wanted to let them operate unfettered to see how they'd do. Reed relayed that Senator Tarr suggested the Town should have some input in the process.

F. Action Items

- a. **Review of new proposed/potential warrant articles for Spring Annual and Special Town Meeting**
See Exhibit Fa, p. 100-107. The authorization to purchase a new police car was to be introduced to the Warrant for Town Meeting. The line item would account for a more expensive hybrid patrol car if Public Safety opted for one. Parker said that there was concern about a shortage of hybrid police cruisers nationwide that might impact West Newbury's attempts to get one.

This Item encompassed discussion of five additional Warrant Articles to be added (police cruiser included).

Jennings said that further understanding of the Opioid Settlement Stabilization Fund meant that two actions were required to one, dissolve the account, and two, put the revenue into another Town-owned account. Town Accountant Walsh confirmed this procedure. A third Article would incorporate Sawmill Brook funding for administrative costs associated with the acquisition of the land, and a fourth would raise funds for River Road work. Jennings said that a site walk on the 11th had been successful at revealing the problems with the byway, and that while he did not have anything in writing that night for the Board to look over, there would need to be a lot of follow-up to roll out mitigation efforts for issues they saw. Applying for an MVP Action Grant in Winter 2024 (with local matching funds that would need to be appropriated at Fall Town Meeting) was something Jennings hoped to do in order to fund these efforts. Much of what could be done to mitigate flooding wouldn't be accomplished without outside help (such as permitting for and dumping of crushed stone along the riverbank). Parker worried that the Town may not be eligible for another MVP Action Grant for this next phase of the project under refreshed "MVP 2.0" guidelines. He wanted to check with the proper authorities before doing any legwork for a new grant. Jennings said that in past years, placeholder Articles with generalized financials were put in the Warrant to allow the Town to vote on the funding once numbers were clearer, which he felt could be a possibility here. That said, permitting for mitigation along the riverbank could be a yearlong process (or longer). Highway Superintendent Butch Hills had requested that the Board reconsider the purchase of the Trackless vehicle, submitting a new write-up enhanced by new data. The Board felt that its inclusion on the Warrant was a good idea, and Parker felt that the re-inclusion was smart, enabling the Town to use it as a mower meant that with less snow in the coming decades, it wouldn't just sit idle.

- b. **Vote to re-open Annual and Special Town Meeting Warrants; add new warrant article(s)**
See Exhibit Fb, p. 108-113. Parker motioned to reopen the Warrants to add the five new Articles. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).
- c. **Vote to withdraw/remove proposed warrant article(s)** The Board did not formally vote to remove any Items.
- d. **Vote to close Annual and Special Town Meeting Warrants**
Wile motioned to close the Warrants. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).

The Board took up Item Ga at this time.

- e. **Review/update of capital articles for review by Capital Improvements Committee**
See Exhibit Fe, p. 114-125. Jennings provided the Board with updates on several items, primarily highlighting the purchase of a new police cruiser becoming a capital expense. Jennings said that this year's CIC cycle was started later than normal, and that a vast number of proposals was going before the Committee. Overall, the Town Manager thought the process was going well despite the abbreviated timeline.
- f. **Cont'd review of draft framework for potential budgeted step increases for FY25**
See Exhibit Ff, p. 126-129. Reed said the Board had no new information on the topic, but reiterated their desire to come up with a percentage of the Labor Budget to be sustained year over year for possible step increases. Accountant Walsh said she would do the calculations and get a final percentage for the joint Board and Finance Committee meeting on March 13. The Board planned to revisit the percentage in the future to make sure it was appropriate.
- g. **Request from MA Division of Fisheries & Wildlife for support letter re land acquisition on Ash Street**
See Exhibit Fg, p. 130-131. Parker motioned to provide a letter of support. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).
- h. **Review of updated draft Ash Street Traffic Management Plan, reflecting NHESP response letter**
See Exhibit Fh, p. 132-134. The Town Manager said West Newbury did not hear back from the state regarding approval or disapproval of the Traffic Plan the Town submitted.
- i. **Authorize submittal of FY25 Congressionally Directed Spending funding request (Middle Street Bridge)**
See Exhibit Fi, p. 135-158. Jennings told the Board he needed a formal vote to submit the request. Parker motioned to allow the Town Manager to submit the request. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).
- j. **Request for approval Special Event Permit: Solar Eclipse Viewing Celebration at Pipestave, April 8th**
See Exhibit Fj, p. 159-163. Jennings confirmed that no food trucks would be on-scene, from what the GAR Library had said, and there would be adequate toilets put in. The Library also planned to pay the cost of the police detail. Wile motioned to approve the permit. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).
- k. **Select Board meeting minutes: Feb. 12, 2024; Feb. 15, 2024; Feb. 20, 2024; Feb. 26, 2024**
See Exhibit Fk, p. 164-176. Wile motioned to approve the February 12 Minutes as amended. The motion was properly seconded. The motion passed. (2 Yes, 0 No, Parker Abstaining). Reed motioned to approve the February 15 Minutes as amended. The motion was properly seconded. The motion passed. (2 Yes, 0 No, Parker Abstaining). Wile motioned to approve the February 20 Minutes as amended. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain). The Board tabled the February 26 Minutes to the March 13, 2024 joint meeting with the Finance Committee.

G. General Discussion Items

- a. **Proposed draft amendments to Hunting Bylaw, to discontinue hunting on Town property 7:15 p.m.**
See Exhibit Ga, p. 177-181. Reed said that the initiative for both Bylaw changes was purely sponsored by the Select Board as a result of resident requests. Taking up Ga first, Reed said that a number of written comments had been received on the matter both for and against changing the Bylaw, mostly for. A resident from 3 Poorhouse Lane spoke up in favor of hunting on Town property, and took umbrage with the inclusion of the word "weapon" which he found too vague. The resident also spoke to his need to have access to accessible hunting grounds due to his disability, and provided the Board with statistics on the relatively low number of injuries associated with hunting, in contrast to other recreational activities such as biking, skateboarding, fishing, and others. He suggested restricting all hunting to bow hunting (no explosives, no noise, more ethical). Following his comment, Reed said that an approach on Greenbelt-owned properties fit the mold of what the resident was saying, with prospective hunters being required to use bow and arrow and receive a permit. Wile spoke in favor of dedicating a parcel of Town land for hunting each Fall. Parker agreed with the idea of restricted hunting areas (versus an outright ban), and further stated he approved of bow hunting.
- b. **Proposed draft amendments to Animal Bylaw, to require dog leashing on Town property 7:30 p.m.**
See Exhibit Gb, p. 182-188. Reed said that the initiative for both Bylaw changes was purely sponsored by the Select Board as a result of resident requests. Reed said that a number of written comments had been received both for and against changing the Bylaw. She displayed a slide documenting the Select Board's proposed changes. West Newbury resident Deborah Hamilton spoke to the need to compromise. She suggested a limited time period for off-leash dogs. This could come in the form of a few hours a day or week, presently how Newburyport handles this issue. She also pointed out that loose dogs chase away native birds, and that the Town should be mindful of this. West Newbury resident, Nate Pierce, echoed what Hamilton said, and urged a compromise- perhaps setting up designated areas for off-leash dogs in Town. Pierce's wife spoke to it being more of a volume problem (i.e. a larger quantity of dogs being walked by one person) than anything, but expressed her displeasure at a blanket leash law. West Newbury resident, Dan Finbury, spoke to his responsible management of his own dog, and agreeing that a blanket leash law would be undesirable. West Newbury resident, Callie Town, echoed previous speakers. She supported tightening up the language of the Bylaw but did not want an unleashed dog ban. She wondered how enforceable the leash law would be. Town said that poorly trained dog owners were a large part of the problem, and that options for compromise should be considered, suggesting out-of-Towners get permits for off leash dogs in conservation and recreation areas. Town also wondered what interactions of a negative variety have looked like pre-, post-, and during the Coronavirus pandemic. Town suggested portions of conservation or recreation land be offered for resident use only.

The Board returned to Item Fe at this time.

c. Letter from Comcast re Commencement of Franchise Renewal Process

See Exhibit Gc, p. 189-190. Reed suggested moving ahead with negotiations, though the Cable Advisory Committee had not provided the Board with feedback. Jennings confirmed that Verizon had also provided the Town with materials for renegotiations with them in the near future.

H. Correspondence, including:

a. Council on Aging Director letter to Parks & Rec Commission re Pickleball

See Exhibit Ha, p. 190-192. The Select Board looked over Council on Aging/SAGE Center Director Marshall's plan to use the basketball courts for pickleball, which had been forwarded to the Park and Rec. Commission. Reed said that she had seen a pickleball court that could be disassembled, which meant that it could potentially be something that could be ordered and put in the Annex. Jennings expressed concerns about safety, but the Board did want to look into it as an option.

b. Letter from ERRS regarding public hearing on retiree COLA, April 29th at 8:30am

See Exhibit Hb, p. 193. The Select Board opted to not take a position at this time.

c. Support letter sent to General Court re: S.2571 *An Act empowering municipalities and local governments*

See Exhibit Hc, p. 194-196. The Board looked at the letter, which Jennings had forwarded to the Energy and Sustainability Committee, as well.

d. ChargePoint monthly report (re utilization of Electric Vehicle charging stations), January 2024

See Exhibit Hd, p. 197-200. Parker said that usage was not increasing (with no usage of the Town's charger at Page School, and less overall recently at the Town Office Building). The primary user at 381 Main St. is a senior housing resident, as it had been in recent years.

I. Future Agenda Items / Meeting follow-up assignments

For this Item, Parker brought up the decarbonization program. A proposal had been received by the Town, and the cost would be \$3,000 (roping in other municipal buildings such as the Library to bring the total from three to five buildings). Parker still was unsure how the Town could supply the \$3,000 needed.

Wile motioned to adjourn the Session. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain). The Session adjourned at 8:28pm.

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

<https://www.youtube.com/watch?v=Z-zc7r2Y2EA>



**Town of West Newbury
Select Board Meeting
March 13, 2024 @ 6:00pm
381 Main Street, Town Office Building
www.wnewbury.org
Meeting Minutes**

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

Participation at the Meeting:

- Rick Parker, Wendy Reed, Chris Wile- Select Board
- Dan Innes, Dennis LaMalfa, Rob Phillips, Jim Sperelakis- Finance Committee
- Angus Jennings- Town Manager
- Jim Blatchford- Town Clerk
- Jenny Walsh- Town Accountant
- Paul Sevigny- Health Agent
- Tom Fahey, Bob Janes, Blake Seale- Board of Health
- Chief Michael Dwyer- West Newbury Public Safety
- Christine Marshall- CoA Director
- Doug Mead- Park and Recreation Commissioner

Announcements:

There were no announcements read at this meeting.

Regular Business:

A. Convene

The session opened at 6:01pm. Rob Phillips of the Finance Committee walked through the drafting of the Annual Budget and provided context on its creation to date.

B. Review and Discuss Budgets and Articles for Spring Town Meeting to be Held on April 29, 2024, Including Proposed FY25 Public Safety, Health Dept, and Council on Aging Operating Budgets and Warrant Articles

This Item opened with Jennings requesting a Reserve Fund Transfer related to Public Safety. With Public Safety staff in attendance for the evening's proceedings, Jennings thought it was a good idea to discuss this matter. \$20,000 was requested to fund the costs of an internal affairs investigation of the West Newbury Police Department by an outside vendor. The account from which funds were usually drawn was exhausted, and could not handle the additional drain. The Finance Committee would be solely responsible for approving or denying the request. **Sperelakis motioned to the transfer. The motion was properly seconded. The motion unanimously passed. (4 Yes, 0 No, 0 Abstain).**

Jennings requested a Reserve Fund Transfer to cover additional expenses for PFAS testing at the shuttered Steele Landfill and on properties nearby. Jennings said that the Town was part of a class-action suit against PFAS manufacturers such as 3M and DuPont, but filing a claim would require updated testing to be done by the end of April, prior to the originally imagined testing dates for May that would have been bankrolled by a Town Meeting appropriation. Paul Sevigny explained the testing process, and how different testing intervals would potentially impact the price, but suggested the amount being asked for not be modified to a lower figure. The Finance Committee would be solely responsible for approving or denying the request. **Sperelakis motioned to approve up to \$15,410 in a transfer for the testing. The motion was properly seconded. The motion unanimously passed. (4 Yes, 0 No, 0 Abstain).**

The Committee and Board next took up the Board of Health Operating Budget. Sperelakis wondered about the expenditures in the Waste Collection and Disposal lines and in landfill monitoring/testing which were lagging behind the amounts set for them at prior year's Town Meeting. Phillips pointed out that the increases for FY25 (despite the present trends) were being driven by mandates and contractual obligations. Innes asked how long the PFAS testing would last. Sevigny said that it would be a good decade before the testing could be wound down, depending on the quantity of chemicals found during testing. With regard to the increased price tag for the waste disposal contract, Seale opined that the only way West Newbury might see a reduction in expenses is if fuel costs dip. Costs for recycling tonnage also had to be factored in, due to the People's Republic of China no longer accepting our recycling products, reported Seale. The present Budget would cover amounts up to \$100/ton. **Wile motioned to recommend the proposed Health Department Budget. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain). Innes motioned to recommend the proposed Health Department Budget. The motion was properly seconded. The motion unanimously passed. (4 Yes, 0 No, 0 Abstain).** Sperelakis stated he would write the rationale.

The Committee and Board next took up the Historical Commission's request for a Quaker Cemetery cleanup. The Town Manager reported CPC supported the project. Wile wondered why the costs could not be included in the DPW's tree maintenance expenses. Jennings said he had not talked to Butch Hills about this but did not see a reason why it couldn't hypothetically. **Wile motioned to approve the Article on Cemetery cleanup. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain). Sperelakis motioned to approve the Article on Cemetery cleanup. The motion was properly seconded. The motion unanimously passed. (4 Yes, 0 No, 0 Abstain).** Sperelakis stated he would write the rationale. The sunset date is June 30, 2025.

The Committee and Board next took up the Council on Aging Budget Operating Budget. Jennings lauded the work of Marshall and Vincent at Council on Aging. Reed asked Marshall what the formula grant increase would be (that pays for many programs as well as Jen Vincent's salary as the Nutrition Coordinator). Marshall stated that it was \$14/senior (those 60 and older) based on 2020 Census numbers, bringing the total for 2024 to \$19,000. **Wile motioned to approve the CoA Budget. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain). Sperelakis**

motioned to approve the CoA Budget. The motion was properly seconded. The motion unanimously passed. (4 Yes, 0 No, 0 Abstain).

The Committee and Board next took up the Historical Commission Operating Budget. Reed wondered what the Commission's Budget went toward. Jennings explained that some Committees and Commissions received funds, but the monies were rarely used. Jennings said he had gotten them to reduce the asked-for amount (as he had with other bodies). Reed suggested reexamining Budgets for Boards, Committees, and Commissions in the future. Jennings stated that historically BCCs were given their own funds to manage prior to the Town Manager form of government, and Phillips suggested that these funds could be included in the Town Manager's Budget for dispersal as needed. Making changes would be a decent amount of work, Jennings admitted, for a variety of reasons, both for Town administration and the Boards, Committees, and Commissions. The Board and Committee discussed when the best time might be to reevaluate whether these Budgets should be standalone or included in the Town Manager's portion of the FY Budget. **Wile motioned to approve the \$600 Historical Commission Budget. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).** **Sperelakis motioned to approve the \$600 Historical Commission Budget. The motion was properly seconded. The motion unanimously passed. (4 Yes, 0 No, 0 Abstain).**

The Committee and Budget next took up the Public Safety Department's Operating Budget. Jennings pointed out some changes to the numbers since the initial Budget reveal. Some salary increases were not yet set in stone, with union negotiations still ongoing, Jennings told the Committee and Board. Other major expenses included unanticipated costs and OT salaries. **Wile motioned to approve the Police Department Budget. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).** **Innes motioned to approve the Police Department Budget. The motion unanimously passed. (4 Yes, 0 No, 0 Abstain).** Following a brief clarification on whether the new Office Administrator position would be paid for out of the Police Budget alone (it would), **Wile motioned to approve the Fire Department Budget. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).** Phillips had further questions about the Budget before the FinComm voted on the Fire Budget. Chief Dwyer said the new numbers were to accommodate getting firefighters on hand during the day with greater ease, since evening shifts were much easier to fill at present. Public Safety would take a per diem approach to daytime wages, versus on-call. **Sperelakis motioned to approve the Fire Department Budget. The motion was properly seconded. The motion unanimously passed. (4 Yes, 0 No, 0 Abstain).** Following consideration of the Fire Budget, Jennings indicated that there would be increases in the Dispatchers' Budget. **Wile motioned to approve the Dispatch Budget. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).** **LaMalfa motioned to approve the Dispatch Budget. The motion was properly seconded. The motion unanimously passed. (4 Yes, 0 No, 0 Abstain).** Following consideration of the Dispatch Budget, **Parker motioned to approve the Emergency Management Agency Budget. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).** **Innes motioned to approve the Emergency Management Agency Budget. The motion was properly seconded. The motion unanimously passed. (4 Yes, 0 No, 0 Abstain).** The Select Board decided to table approving the Animal Control Officer's Budget until the financial picture in Newburyport was clearer. Jennings said that in a call with the City's Finance Director, Newburyport may be adjusting wages for the ACO. This would potentially impact how much West Newbury would need to contribute to retaining the Officer's services.

The Board and Committee next considered Warrant Articles.

Article 21: Replacement of the WNFDPumper/Tanker Truck. Dwyer explained that the existing pumper truck would be sold off to another Department or simply traded in. In its place, the new pumper would be a stock model, meaning, Dwyer explained, that it was available for purchase from the dealer now and at a more affordable price than building it custom (like many of West Newbury's other Fire Dept. vehicles). **Wile motioned to recommend Article 21. The motion was properly seconded.** Prior to the final vote, Reed interjected and asked the Chief why grant money was not given to West Newbury to help with the purchase of the new truck. Dwyer said that West Newbury's finances were excellent, and this had resulted in being denied grants. **The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).** Jennings discussed options for funding the truck such as financing v. outright purchase. He felt that with interest rates, it may not be worth it. He encouraged Dwyer to look into it. **Sperelakis motioned to recommend Article 21. The motion was properly seconded. The motion unanimously passed. (4 Yes, 0 No, 0 Abstain).** **Sperelakis motioned to recommend Article 21. The motion was properly seconded. The motion unanimously passed. (4 Yes, 0 No, 0 Abstain).** Innes stated he would write the rationale. The sunset date is June 30, 2025.

Article 65: Purchase of a new police cruiser. **Wile motioned to recommend Article 65. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).** Parker asked where the Department came down on purchasing a hybrid or non-hybrid vehicle. Chief Dwyer said that there's no available hybrid models (a one-year-plus waiting list at most dealers). Dwyer endorsed the lower wear and tear and fuel costs in hybrid cruisers and wanted to continue to pursue that route. However, he did say that the cruiser's undercarriages were posing issues because of plastic cladding to protect the hybrid components, and that the Ford Explorer Hybrid has not been very reliable. The Department was monitoring their Explorers and those in other Town's fleets to see if these problems persist. He stated that many new gas-powered vehicles were much more efficient, and that they were comparing the two engine types. **Innes motioned to recommend Article 65. The motion was properly seconded. The motion unanimously passed. (4 Yes, 0 No, 0 Abstain).** Innes stated he would write the rationale. The sunset date is June 30, 2025.

Article 34: Public Safety Complex repairs. **Wile motioned to recommend Article 34. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).** **Innes motioned to recommend Article 34. The motion was properly seconded. The motion unanimously passed. (4 Yes, 0 No, 0 Abstain).** Sperelakis stated he would write the rationale. The sunset date is June 30, 2026.

Article 64: Transfer of Opioid Stabilization Fund money. Jennings explained that the original opioid stabilization fund would be closed (per Article 59), and that a second Article (64) would authorize the transfer of those funds. **Wile motioned to recommend Article 64. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).** **Sperelakis motioned to approve Article 64. The motion was properly seconded. The motion unanimously passed. (4 Yes, 0 No, 0 Abstain).** Phillips said he would write the rationale. There was no sunset date.

Article 53 and 54: The Board intended to make no recommendation on these Articles asking for changes to the Hunting and Animal Bylaws, but Jennings said the Finance Committee could choose to do so if they wanted. Reed said that the Select Board was waiting on further input from other Town bodies after getting public feedback at a prior Board meeting. The Finance Committee decided not to make any recommendations either, with Phillips planning to write a rationale for the public to understand why.

The Board and Committee agreed that another joint meeting would be useful, and they agreed upon March 25th, a Monday. **At this time, the Finance Committee closed their session, with Sperelakis motioning to adjourn. The motion was properly seconded. The motion unanimously passed. (4 Yes, 0 No, 0 Abstain). The Committee Session adjourned at 8:04pm.**

The Select Board members next took up the still-unresolved matter of step raises, determining that an allotment of 1.25% (\$26,402) would be given to the Town Manager to accommodate pay increases across Town government. **Wile motioned to use up to \$26,402 for step raises. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**

Wile motioned to adjourn the Session. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain). The Session adjourned at 8:22pm.

DRAFT

MEETING NOTICE-WEST NEWBURY
FINANCE COMMITTEE

Date & Time: Monday, March 25, 2024, 7:00 PM
Location: 1910 Building 1st Floor Hearing Room
By: Rob Phillips, Finance Committee Chairperson

AGENDA

1. Call to Order (join Select Board meeting, already in process)
2. Public Comment.
3. Review and discuss budgets and articles for spring Town Meeting to be held on April 29, 2024. Proposed FY25 operating budgets to include:

| | |
|--------------|--------------------|
| Education | Veterans' Services |
| Harbormaster | |

Warrant Articles:

Article 62. Citizens' petition: 40R study/zoning and MBTA Communities zoning
Article 63. Citizens' petition: Home Rule Petition to reduce voting age to 16
Article 3. School Stabilization Fund Transfer
Article 5. Transfer of Free Cash to reduce FY25 tax rate
Article 7. Proposed FY25 Water Operating budget
Article 35. Replace Water Pump at Wellfield
Article 43. Funding for unbudgeted personnel costs, FY24-25
Article 48. Supplemental funding for MBTA Communities consulting services
Article 55. Proposed amendments to Finance Committee Bylaw
Article 67. Funding for River Road study and engineering

4. Communications
5. Schedule of future meeting dates.
-March 27, 2024 at 6:00 pm- Finance Committee/Select Board joint meeting
6. Adjournment

Addendum to Meeting Notice regarding Remote Participation

This meeting is being broadcast on local cable TV and recorded for rebroadcast on the local cable channels and on the internet. Meeting is also accessible by remote participation as follows:

Zoom Meeting

Phone: (646) 558-8656

Meeting ID: 892 8172 1732

Passcode: 988867

Join at: <https://us06web.zoom.us/j/89281721732?pwd=xBX1Jk6kOwzq372oOPKn9SmbnKC8lk.1>

Every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post on the West Newbury website an audio or video recording of proceedings as soon as practicable after the meeting.

Angus Jennings

From: Mori, Hannah (SEN) <Hannah.Mori@masenate.gov>
Sent: Wednesday, March 20, 2024 3:54 PM
To: Mori, Hannah (SEN)
Cc: Shah, Hiram (SEN)
Subject: FY'25 State Budget Priorities
Attachments: Municipal FY 25 Budget Requests.docx

Good afternoon,

The Senate is in the process of developing its version of the Fiscal Year 25 State Budget. Please find attached to this email Senator Tarr's memo regarding municipal priorities. Submissions should be emailed to the Senator's legal counsel, Hiram Shah, hirak.shah@masenate.gov, by Wednesday, April 3rd at 5 pm. Thank you and please do not hesitate to contact our office in the meantime with any questions.

Best regards,

Hannah

Hannah Mori

Legislative Aide

Office of Senator Bruce E. Tarr

Senate Minority Leader

State House, Room 308

Boston, MA 02133

T: (617) 722-1600



The Commonwealth of Massachusetts
Office of The Senate Minority Leader
Senator Bruce Tarr
State House, Boston, MA 02133-1054

To: Municipal Officials
From: Senator Bruce Tarr
Re: FY'25 State Budget Priorities

The Senate is in the process of developing its version of the Fiscal Year 2025 General Appropriations Bill (budget), which provides funding for the operations of state government, including such things as Chapter 70 school aid and local aid. In order to inform this process, I am seeking input as to state spending priorities as they relate to your municipality.

Attached are two forms, through which I am hoping you will provide me with some valuable information. The first is intended to facilitate reporting of general priorities for state spending, while the second is focused on specific local funding priorities, such as specific projects that should be considered for state support.

Thank you for your consideration of this request, and please do not hesitate to contact me with any questions, concerns or comments. Please return by email to my legal counsel Hiram Shah at: Hirak.shah@masenate.gov by Wednesday, April 3rd at 5 pm.

**Municipal Priority Reporting Form
FY 2025 State Budget
General Priorities**

Municipality _____

Official completing form: _____

Title: _____ **Phone:** _____ **Email:** _____

For each item please include costs (if any), a descriptive summary, and any other helpful details.

Email to: hirak.shah@masenate.gov

**Municipal Priority Reporting Form
FY 2025 State Budget
Local Priorities**

Municipality _____

Official completing form: _____

Title: _____ **Phone:** _____ **Email:** _____

For each item please include costs (if any), a descriptive summary, and any other helpful details.

Email to: hirak.shah@masenate.gov

**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 | \$15.00 |
| Spayed Female Dogs | \$15.00 |
| Male & Female Dogs | \$25.00 |

| | |
|-----------------------------|----------|
| 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 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-weapon~~ 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-fifty~~ 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.

BUILDING DECARBONIZATION SCOPE of SERVICES

SECTION 1: DESCRIPTION OF SERVICES

Building Decarbonization Roadmap

The Building Decarbonization Roadmap identifies a cost-effective pathway for PowerOptions Members to reduce energy-related emissions from its buildings. **This proposal focuses on several buildings owned by the Town of West Newbury (the Member).** PowerOptions will work with the Member to collect necessary information about the building portfolio, develop goals, and write a roadmap report to help the Member reach its goals. Services and support available will include:

- Calculating Scope 1 emissions (on-site emissions from burning of fuels) and Scope 2 emissions (emissions from purchased electricity or heat) inventory for the Member, leveraging any previous work.
- Establishment of an energy usage baseline and associated baseline year; critical to this will be consideration of measures implemented to date so that any resulting energy and carbon reductions already achieved can be counted towards the identified carbon reduction goal.
- Identifying appropriate energy efficiency measures, electrification, and solar projects for each of the buildings (based on historical utility bills and existing equipment specs). As a final measure, we will include the use of local and/or national renewable energy credits.
- Setting a measurable and realistic carbon reduction target for the Member's portfolio of buildings based on achievable energy reductions and alignment with the organization's budget and risk tolerance.
- Writing the Roadmap, which includes suggested timelines for each project within the roadmap, project costs, incentives, and savings.

If this service is selected, the Member agrees to cooperate with requests for information from PowerOptions. The Member understands that for PowerOptions to complete this service, the Member must provide necessary about building equipment age and technology. To analyze the Member's energy usage, PowerOptions will obtain the necessary utility bill data from the Member's Energy Intelligence Suite (EIS) account. If the Member is not onboarded in PowerOptions' EIS, the Member is responsible for providing monthly energy usage data to PowerOptions.

By selecting this service, the Member acknowledges that PowerOptions may collect and store information regarding the Member's buildings. PowerOptions may not sell or share data but may use data for internal use to inform the design of future Building Decarbonization programs, or externally in the aggregate and with no identifying information back to the Member. Since third party grant funding has been secured for this program, data may be shared in aggregate with the funder to better understand aggregate costs and/or challenges with commercial building decarbonization.



SECTION 2: COSTS, INVOICING, and DELIVERABLES

The cost of the Building Decarbonization Roadmap is based on the number of buildings selected:

- **For two buildings, the price is \$1,900**
- **For three buildings, the price is \$2,300**
- **For four buildings, the price is \$3,550**
- **For five buildings, the price is \$3,900**

This fee will be invoiced at the completion of the roadmap. Note that this is a discounted rate given that this service is funded by Massachusetts Clean Energy Center. Also note that the prices listed above will increase starting April 1, 2024, resulting in a price range of \$2,300 to \$4,600, depending on the number of buildings.

Deliverables for this project include:

- Within 2 months of receiving the necessary building and energy data, PowerOptions will deliver a first draft of the roadmap.
- PowerOptions will schedule a conference call to discuss the results, assumptions, and potential refinements with the Member.
- Within 4 weeks of the conference call, PowerOptions will deliver a final roadmap to the Member.

Given our queue of Members waiting for roadmaps, we estimate that the project with this Member will begin in early 2024.

SECTION 3: PERSONNEL

This project will be managed by Erin Camp, PhD, the Energy Sustainability and Analytics Program Manager at PowerOptions. Her areas of expertise include electrification of buildings and transportation, renewable energy technologies, and energy economics and policy. She has 5 years of experience working as an energy consultant for Synapse Energy Economics and the Cadmus Group. Prior to consulting, she received her doctorate from Cornell University, where she researched geothermal energy opportunities on the east coast of the United States.

Erin will be supported by Michelle Gardner, PowerOptions' Energy Data Analyst, who formerly supported the City of Cambridge with their Net Zero Plan. Michelle has a Masters in Sustainability and Environmental Management from Harvard University.

Angus Jennings

From: Rick Parker
Sent: Thursday, March 21, 2024 12:13 PM
To: Angus Jennings
Subject: RE: West Newbury, MA: MassCEC Building Electrification and Transformation Accelerator (BETA): Non-Profits Pilot
Attachments: BDR Proposal - West Newbury with R.Parker reply to comments.pdf

Yes, would like to see on 3/25 SB agenda. My replies to your comments are on the .pdf.

From: Angus Jennings <townmanager@wnewbury.org>
Sent: Wednesday, March 20, 2024 11:41 AM
To: Rick Parker <rparker@wnewbury.org>
Subject: Re: West Newbury, MA: MassCEC Building Electrification and Transformation Accelerator (BETA): Non-Profits Pilot

I added a few markups/questions. I did this on my iPhone (I'm in a meeting) so let me know if notes don't come through on your end. Would you want this topic on 3/25 SB agenda? Thanks

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

Sent from my mobile device

On Mar 20, 2024, at 10:40 AM, Rick Parker <rparker@wnewbury.org> wrote:

For discussion.

From: Erin Camp [REDACTED]
Sent: Tuesday, March 19, 2024 8:43 PM
To: Rick Parker <rparker@wnewbury.org>
Cc: Arthur Wallace [REDACTED]
Subject: Re: West Newbury, MA: MassCEC Building Electrification and Transformation Accelerator (BETA): Non-Profits Pilot

Hi Rick,

No problem at all. I have attached a proposal (instead of a contract) that outlines how the price varies by number of buildings, as well as the price impact of waiting to sign until April 1st or later.

The timing of invoicing is dependent on when we receive your building data and how quickly we move through our queue, but I would say that we probably would not invoice for your roadmap for at least 3 months, probably closer to 4-5.

Let me know if you have any questions!
Best,

Erin Camp, Ph.D.

*Program Manager,
Energy Sustainability and Analytics*

(857) 990-1971

Schedule time with me [here](#)

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From: Rick Parker <rparker@wnewbury.org>

Date: Friday, March 15, 2024 at 6:12 PM

To: Erin Camp [REDACTED]

Cc: Arthur Wallace [REDACTED]

Subject: RE: West Newbury, MA: MassCEC Building Electrification and Transformation Accelerator (BETA): Non-Profits Pilot

Hi Erin,

Thank you for the 5 building decarbonization planning contract and sorry for my slow reply. In our 2/29 video meeting, I believe we explained that the Select Board approval was for 3 buildings, likely including the West Newbury Town Office Building, Town Offices Annex and the Housing Authority's Senior Housing (separately owned by the Authority, an independent agency). During discussion, I suggested that perhaps we should also look at a broader range of buildings, including the Public Safety Complex and the GAR Library. Since then, after further discussion with WN's Town Manager, it seems there *may be* legal/financial complexities in an arrangement including the Housing Authority property in the decarbonization planning contract. Would it be possible to also provide proposals for:

- 2 buildings (Town Office Building, Town Offices Annex)
- 3 buildings (Town Office Building, Town Offices Annex, Public Safety Complex)
- 4 buildings (Town Office Building, Town Offices Annex, Public Safety Complex, GAR Library [which is already fully electrified, but with 10+ year old air-source heat pumps and likely in need of building envelope improvements])

Noting that the proposed contract price seems very reasonable, given tightly controlled municipal budgeting and the fact that numerous unanticipated costs and new Mass State mandates have arisen this fiscal year, we need to determine where funds could be drawn from in the FY2024 Town budget. Based on the deliverables time sequence in the contract provided, it appears payment would be due 3-1/2 to 5 months after signing. Correct? If a contract were to be signed after March 31, what would be the price increase?

Thank you – rick parker

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|--|--------------|--|--|--|--|-------------|
| Town of West Newbury Employee Annual Performance Evaluation | | | | | | F.d. |
| | | <i>For the purposes of this document, the evaluation terms are defined as:</i> | | | | |
| Position | Town Manager | C | Commendable: Performance surpassing reasonable expectations | | | |
| Date | | S | Satisfactory: Performance meeting reasonable expectations | | | |
| | | N | Needs Improvement: Performance below reasonable expectations; improvement likely | | | |
| Reviewer | | U | Unsatisfactory: Performance below reasonable expectations; improvement unlikely | | | |
| Role | | X | Unable to Judge: Insufficient information available for evaluation (Please explain) | | | |

| Areas of Responsibility | C | S | N | U | X | Comments |
|---|---|---|---|---|---|----------|
| FISCAL MANAGEMENT | | | | | | |
| Annual Expectations | | | | | | |
| 1. Plans and organizes the preparation of an annual budget | | | | | | |
| 2. Prepares budget in conformance with the Select Board's Budget Policy Guidelines memo | | | | | | |
| 3. Plans, organizes and administers the adopted budget within approved revenues and expenditures | | | | | | |
| 4. Works with Department Heads throughout the year to evaluate/prioritize departmental needs and financial requests | | | | | | |
| 5. Pursues available state and federal grant monies in support of capital and operational needs of the town | | | | | | |
| 6. Supervises accounting, treasury and collections staff and operations of town | | | | | | |
| Coming Year's Goals | | | | | | |
| 1. | | | | | | |
| 2. | | | | | | |

| | | | | | |
|--|--------------|--|--|--|--|
| Town of West Newbury Employee Annual Performance Evaluation | | <i>For the purposes of this document, the evaluation terms are defined as:</i> | | | |
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| Areas of Responsibility | C | S | N | U | X | Comments |
|--|---|---|---|---|---|----------|
| RELATIONSHIP WITH BOARD AND TOWN MEETING | | | | | | |
| Annual Expectations | | | | | | |
| 1. Makes professional recommendations to the Board on items requiring Board action | | | | | | |
| 2. Interprets and executes the intent of Board policy | | | | | | |
| 3. Maintains a professional, impartial and effective working relationship with the Board. | | | | | | |
| 4. Presents to Town Meeting with thorough preparation and clear communication. | | | | | | |
| 5. Develops, keeps and annually updates a complete inventory of real and personal town property. | | | | | | |
| 6. Annually submits written report of the operation of the Town Manager's office. | | | | | | |
| 7. Annually submits a town departmental and organizational structure for Board approval. | | | | | | |
| Coming Year's Goals | | | | | | |
| 1. | | | | | | |
| 2. | | | | | | |

| | | | | | |
|--|--------------|--|--|--|--|
| Town of West Newbury Employee Annual Performance Evaluation | | <i>For the purposes of this document, the evaluation terms are defined as:</i> | | | |
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| Areas of Responsibility | C | S | N | U | X | Comments |
|---|---|---|---|---|---|----------|
| LONG RANGE PLANNING | | | | | | |
| Annual Expectations | | | | | | |
| 1. Maintains a knowledge of new technologies, systems and methods, etc. in relation to Town services. | | | | | | |
| 2. Makes progress towards meeting long-term goals while managing daily operations. | | | | | | |
| 3. | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Coming Year's Goals | | | | | | |
| 1. | | | | | | |
| 2. | | | | | | |

| | | | | | |
|--|--------------|--|--|--|--|
| Town of West Newbury Employee Annual Performance Evaluation | | <i>For the purposes of this document, the evaluation terms are defined as:</i> | | | |
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| Role | | X | Unable to Judge: Insufficient information available for evaluation (Please explain) | | |

| Areas of Responsibility | C | S | N | U | X | Comments |
|--|---|---|---|---|---|----------|
| STAFF AND PERSONNEL RELATIONS | | | | | | |
| Annual Expectations | | | | | | |
| 1. Models sound personnel procedures and practices in oversight of human resources function. | | | | | | |
| 2. Trains, motivates and evaluates Town staff and reviews progress and directs changes as needed | | | | | | |
| 3. Develops good staff morale and loyalty to the Town. | | | | | | |
| 4. Recruits and assigns the best available personnel in terms of their competencies | | | | | | |
| 5. Leads the negotiations of labor contracts representing Town interests and Board guidelines. | | | | | | |
| | | | | | | |
| Coming Year's Goals | | | | | | |
| 1. | | | | | | |
| 2. | | | | | | |

| | | | | | |
|--|--------------|--|--|--|--|
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| Areas of Responsibility | C | S | N | U | X | Comments |
|--|---|---|---|---|---|----------|
| COMMUNITY AND INTERGOVERNMENTAL RELATIONS | | | | | | |
| Annual Expectations | | | | | | |
| 1. Ensures that an attitude and feeling of helpfulness, courtesy and sensitivity to public perception exists in employees encountering the public. | | | | | | |
| 2. Represents the Town to media as Chief Public Relations spokesperson on Town government issues. | | | | | | |
| 3. Maintains awareness of developments and plans in other jurisdictions, including MVPC etc. that may relate to or affect Town government. | | | | | | |
| 4. Interacts positively with the public, responding to questions and requests in a timely, constructive manner | | | | | | |
| 5. Coordinates activities among all boards, commissions and committees in support of long-range municipal planning. | | | | | | |
| Coming Year's Goals | | | | | | |
| 1. | | | | | | |
| 2. | | | | | | |

| | | | |
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| Town of West Newbury Employee Annual Performance Evaluation | | <i>For the purposes of this document, the evaluation terms are defined as:</i> | |
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| | |
|--|--|
| GENERAL EXPECTATIONS | |
| <p>Feel free to comment on strengths or weaknesses in any of the following areas:</p> <ul style="list-style-type: none"> • Professionalism • Community spirit • Leadership • Defends conviction under pressure • Enthusiasm • Openness to differing views/new information • Accessibility • Resourcefulness • Setting priorities • Advocacy with State and Federal Government • Communication style • Crisis management • Listening skills • Responsiveness • Public speaking • Facilities management | |
| OTHER COMMENTS | |
| | |



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DANGEROUS DOG CASES

Often, cities and towns misunderstand the legalities of Dangerous Dog cases and their dispositions that lead to liability pitfalls.

Round table trainings are being offered in your area for Town Administrators, City Managers, Board of Selectman, City Council members, Police Chiefs and Hearing Officers.



FRIDAY APRIL 12, 2024
8:00AM - NOON
METHUEN POLICE
DEPARTMENT
90 HAMPSHIRE STREET
METHUEN, MA



Bostonworkhorserelief.com

\$75.00

Instructor: Darleen F. Wood, Esq.
(508) 864-1091

LIMITED SPACE- REGISTRATION REQUIRED

Municipalities can email for registration and purchase order information

silverwoodfarms@charter.net





Assure Station Metrics Monthly Reporting

Town of West Newbury - Monthly Report - February 2024

Company Id
112991

Port Level
All

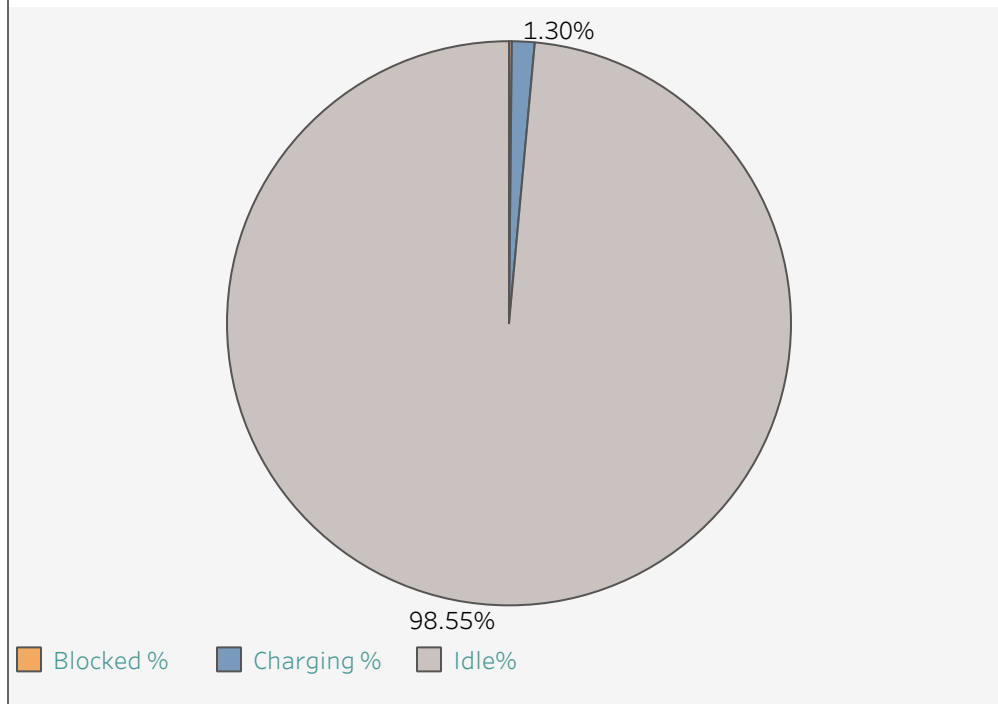
Organization Name
All

Month End Date
2/29/2024

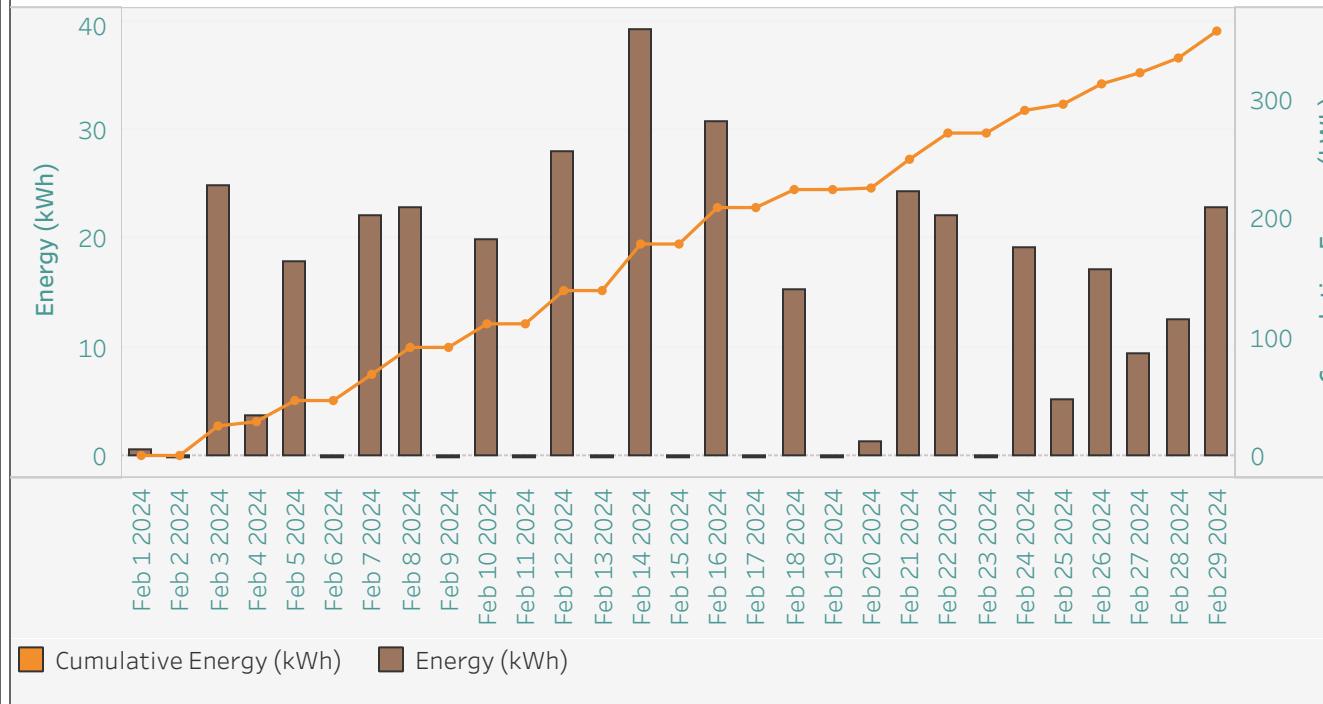
Ga

| Port Count | Station Count | Total Revenue (\$) | Energy (kWh) | GHG Savings (kg) | Gasoline Saved (Gal) | Unique Driver | Session Count |
|------------|---------------|--------------------|--------------|------------------|----------------------|---------------|---------------|
| 8 | 4 | 113 | 358 | 151 | 45 | 9 | 32 |

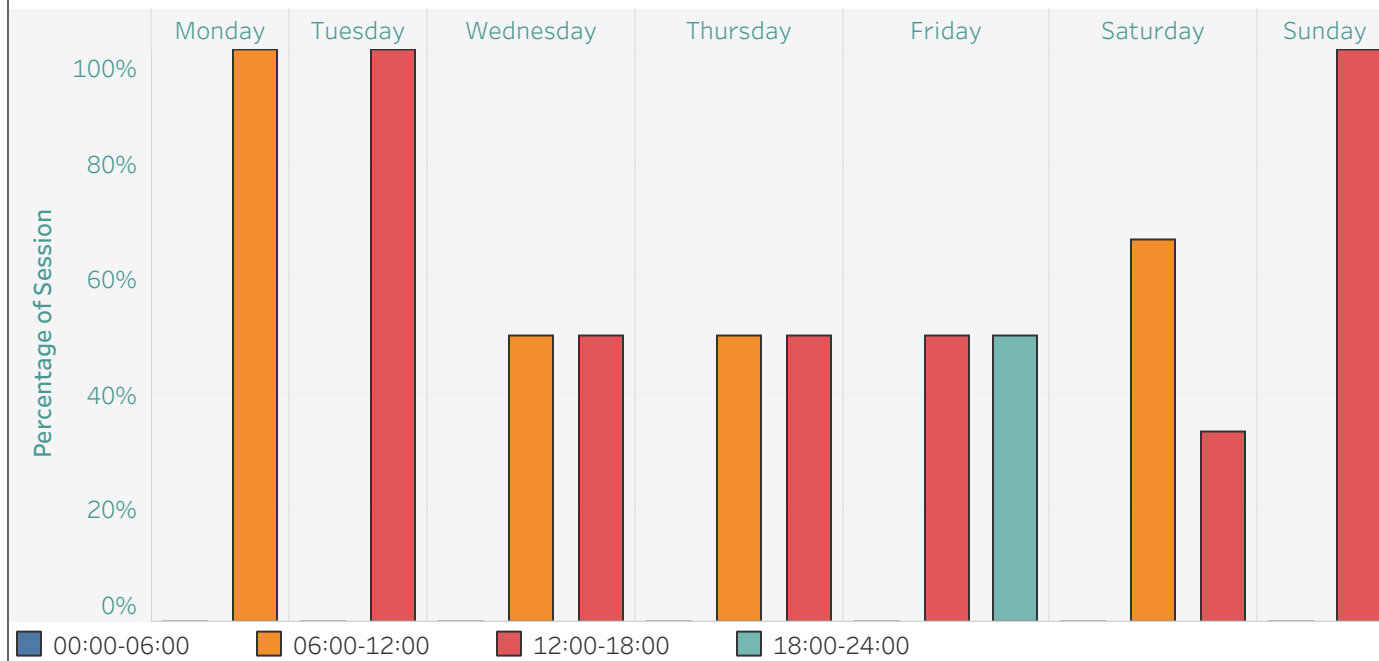
Port Utilization: 24 Hours



Energy Dispensed (kWh) by Day



Session Starts by Time of Day Month



| | |
|-------------------------------------|-------|
| Average Session Duration (Hours) | 2.52 |
| Average Session Charge Time (Hours) | 2.26 |
| Average Session Energy (kWh) | 11.20 |
| Average Session Revenue (\$) | 3.53 |
| Occupied Hours | 80.73 |
| Charging Hours | 72.22 |



Assure Station Metrics Reporting Appendix

Port Utilization Chart: This is a view of station utilization during common business hours.

You can use this information to determine if updates need to be made to pricing / access policies or if stations should be added.

Session Start Distribution Chart: This is a view (by day) of what times drivers start sessions.

You can use this information to fine tune time of day pricing policy rules.

Station / Port Count: In order to be counted, a station must have the "Assure" entitlement applied.

This is the number of stations / ports that currently have the "Assure" entitlement.

Total Revenue: This is the sum of session fees generated by your "Assure" stations minus the ChargePoint service fee (10%).

This is based on session dates (not transaction date which may differ). Your Flex Billing reports should be used for financial reporting.

Energy (kWh): All energy dispensed through your "Assure" stations.

This data point can be useful in reconciling station energy against energy bills.

GHG Savings (kg): All the green house gasses (95% CO2) that would have been released had the miles provided by your stations come from gasoline.

This data point can be useful in sustainability reporting.

Unique Drivers: The number of unique drivers that used your stations this month (a driver would be counted only once even if they used different RFID cards).

An understanding of the number of unique drivers visiting may be useful in creating station messaging / video ads.

Gasoline (Gal) Saved: All the gasoline that would have been burned had the miles provided by your stations come from gasoline.

This data point can be useful in sustainability reporting.

Uptime: Percentage of time that your ports were capable of dispensing power.

ChargePoint is committed to keeping your ports dispensing power 98% of the time or better.

Sessions: Total session count.

An understanding of the number of times your stations authorize a session can be useful creating station messaging / video ads.

Average Session Duration: Average amount of time drivers occupy your stations.

This data point can be useful in fine tuning length of stay pricing policy rules.

Average Charging Time: Average amount of time per session energy is flowing.

This data point can be useful in fine tuning length of stay pricing policy rules.

Average Session Energy: Average amount of energy dispensed.

This data point can be useful in fine tuning price per kW pricing policy rules.

Average Session Revenue: Average session fee - 10%.

This data point can be useful in fine tuning minimum & maximum values for pricing policy rules.

Total Hours Occupied: Sum of all session durations.

This is used in part to determine utilization.

Total Hours Charging: Sum of all session charging durations.

This is used in part to determine utilization.