



**Town of West Newbury
Select Board
Monday, April 10, 2023 @ 5:30pm
381 Main Street, Town Office Building
www.wnewbury.org**

REC'D W. NEWBURY CLERK
128 APR 8 PM 2023

AGENDA

Executive Session: 5:30pm in 1910 Building, 381 Main Street: Town Manager's office

- ❖ 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; citizen-of-the-year; advice from Town Counsel; tax title updates*).
- ❖ MGL Ch. 30A §21(a) 2: To conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel (*FY24 non-union wages*);
- ❖ MGL Ch. 30A §21(a) 3: To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares (*DPW Union contract*);
- ❖ MGL Ch. 30A §21(a) 6: To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body (*31 Dole Place*).

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

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

Announcements:

- This meeting is being broadcast on local cable TV and recorded for rebroadcast on the local cable channels and on the internet. Meeting also accessible by remote participation; instructions below.
- Earth Day 2023: Town-Wide Roadside Cleanup! Saturday, April 22nd. Pick up supplies at Town Offices, Library, or Food Mart. Details on Town website. Thank you!
- Annual & Special Town Meeting: Monday, April 24, 2023 at 7pm.
- Pre-Town Meeting Q&A Forum: Lunch & Learn at the SAGE Center. Thursday, April 13th from 11:30am-1pm
- Pre-Town Meeting Informational Meeting: in-person (Town Offices) and online. Thursday, April 13th at 6pm
- Town Election Monday, May 1st. Polls open 7am to 8pm.
- Recent extension of Massachusetts enabling legislation allowing virtual and "hybrid" public meetings
- Call for volunteers! Open 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. Consideration of reappointments/appointments to the Board of Fire Engineers
- B. Request for annual approval of West Newbury election workers
- C. Joint meeting with Finance Committee, Temporary Town Moderator (nominated), Town Counsel, Town Manager, Town Clerk to review draft Town Meeting Motions and logistics
- D. Request for allocation of ARPA funds for Page School HVAC replacement (cont'd from March 27th)
- E. Updates regarding ongoing and proposed pedestrian safety initiatives
- F. Recent issuance of Page School Conditions Assessment RFQ; confirmation of advisory group
- G. Consideration of proposal to join National Rural Water Association PFAS Contamination lawsuit
- H. Review of proposed revisions to Facility Rental fee schedule (cont'd from March 13th)
- I. Proposed adoption of Mass. Gen. Laws Ch. 166, Sec. 32A (regarding Assistant Wiring Inspectors)
- J. Requests for authorization to submit grant applications:
 - a. Municipal Vulnerability Preparedness grant; incl. request for letter of support, and request for permission to place temporary informational signage as required by the grant
 - b. Car seat distribution grant application
 - c. Agreement to inclusion of town-owned properties in NEEF Pollinator Grant application to be submitted by West Newbury Wild & Native
- K. Request for permission to install signage at 8 gardens maintained by the West Newbury Garden Club
- L. Proposed adoption of Financial Policies (recommended from MassDOR Division of Local Services Municipal Best Practices grant)

Town Manager Updates

- M. Coffin Street conservation project: proposed transfer of land ownership interests to Greenbelt
- N. Recent execution of vendor contract: Solar Site Feasibility Analysis
- O. Town Planner report
- P. Memorial Day Parade planning
- Q. Updates on ongoing/active projects/initiatives
- R. Follow up meeting assignment; placing items for future agendas

Addendum to Meeting Notice regarding Remote Participation

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

Zoom Meeting

Phone: (646) 558 8656
Meeting ID: 873 8076 3518
Passcode: 862269

Join at: <https://us06web.zoom.us/j/87380763518?pwd=U3ZSWFFPTytLVUxOYnRBRmgvWU9vOT09>

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.



Town of West Newbury

Earth Day 2023

Town-Wide Roadside Cleanup

SATURDAY, APRIL 22

Please consider helping by cleaning the publicly-owned roadside area in front of your neighborhood.

Pick up locations for trash bags and gloves:
Town Office Building
Food Mart
G.A.R. Memorial Library

Please leave the full bags on the side of the road to be picked up by DPW on Monday. Please email the location to dpwadmin@wnewbury.org and thank you for participating.

THANK YOU



Town Clerk

From: cmsmailer@civicplus.com on behalf of Town of West Newbury MA <cmsmailer@civicplus.com>
Sent: Friday, April 7, 2023 1:26 PM
To: Town Clerk
Subject: Annual Town Meeting Q&A Forums

Annual Town Meeting Q&A Forums

Two Q&A Forums one at 11:30am and a second at 6pm

Please join us for one of two Annual Town Meeting Q&A Forum on Thursday, April 13th, at 11:30am & 6pm.

The first forum will be held at the SAGE Center, 381 Main Street

Free & Open to the Public

Light refreshments will be served

Town Manager and Town Clerk will be present to answer any questions

RSVP to 978-363-1104 or email Christine at coa@wnewbury.org

The second forum will be held in the First Floor Hearing Room in Town Offices, 381 Main Street

Free & Open to the Public

Select Board members, Town Manager and Town Clerk will be present to answer any questions

Feel free to join in-person or by Zoom

<https://us06web.zoom.us/j/81461796055?pwd=eml4TnlHdEdUVURGZGZvQ2J6UTF6dz09>

Meeting ID: 814 6179 6055

Passcode: 202809

Find your local number: <https://us06web.zoom.us/j/kd4CH8gkrO>

PROGRAMS & EVENTS



Lunch and Learn Speaker Series Transportation Info Session with Northern Essex Elder Transport (NEET)

Lunch: Chicken Salad Croissant

Thursday, March 23 | 11:30 am-1:00 pm

One in five Americans 65 years of age and older are no longer driving. Many are not receiving health care, as the transportation to and from a doctor's appointment is difficult to access and maneuver.

Please join us to learn more about medical transportation services provided by NEET. NEET is a nonprofit volunteer driving organization and was established in 1981. NEET volunteer drivers provide transportation both locally, as well as to metro Boston, Burlington and the Danvers/Peabody area. Dori Sawyer, Executive Director of NEET will provide information on receiving rides and how to volunteer to drive for NEET!



Location: SAGE Center | Suggested donation \$5

Lunch and Learn Speaker Series Town Meeting Q&A Forum

Lunch: Chef Salad Plate

Thursday, April 13 | 11:30 am-1:00 pm

Please join us for lunch and forum to discuss Town Meeting. Town Manager, Angus Jennings and Town Clerk, Jim Blatchford will discuss and answer your questions about Town Meeting, including proposed articles and next year's operating budget.



Location: SAGE Center | Suggested donation \$5

Dinner at SAGE

Wednesday, March 29 | 4:30 pm | Meatloaf

Wednesday, April 19 | 4:30 pm | Sesame Chicken

All of our Dinner events are homemade meals - cooked here at the SAGE Center by Jen. Please call the SAGE Center at 978-363-1104 or email Jen at mow@wnewbury.org to register.

Location: SAGE Center | Suggested donation \$10

Coffee and Conversation with Therapy Dog, Fraser

Thursdays, March 9 & April 6
from 10:00-11:00 am

Join our monthly breakfast gathering to socialize with friends and make new ones! This is a drop in event. Coffee and breakfast food will be served.

Location: SAGE Center | FREE



Town Manager

From: Shah, Hiram (SEN) <Hiram.Shah@masenate.gov>
Sent: Thursday, March 30, 2023 2:40 PM
Subject: From Senator Tarr: Gov Healey signs supplemental budget with pandemic-era extensions



The Commonwealth of Massachusetts
Office of The Senate Minority Leader
Senator Bruce Tarr
State House, Boston, MA 02133-1054

To : Municipal Officials
From: Senator Tarr

Re : Gov Healey signs supplemental budget with pandemic-era extensions

On 3/29/2023 Governor Healey signed Chapter 2 of the Acts of 2023, "An Act making appropriations for the Fiscal Year 2023 to provide for supplementing certain existing appropriations and for certain other activities and projects." Included in this supplemental spending package are extensions of pandemic-related authorizations related to:

- Allowing remote and hybrid meeting options for public bodies through March 31, 2025
- Clarifying language to allow for remote and hybrid participation options for representative town meetings through March 31, 2025
- Permitting reduced quorums for open town meetings through March 31, 2025
- Extending the expedited outdoor dining permit process and allowing restaurants to offer to-go cocktails through April 1, 2024

Please do not hesitate to contact me with any questions, concerns, or comments regarding this matter. Thank you for that partnership.

Town Manager

From: Executive Assistant
Sent: Thursday, April 6, 2023 8:51 AM
To: Town Manager
Subject: FW: Board of Fire Engineers

Importance: High

Good morning,

All of the current members of the Board of Fire Engineers wish to be re-appointed.

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

From: Michael Dwyer <dwyer@westnewburysafety.org>
Sent: Thursday, April 06, 2023 8:45 AM
To: Executive Assistant <exec.assistant@wnewbury.org>
Subject: Re: Board of Fire Engineers

Good moning,

I reached out all of the current BOFE members and they are all interested in reappointment. As of this data I have not received any new members of the Fire Department who wish to apply.

If you have any questions, please let me know.

Best regards,
 Mike

Michael Dwyer
 Fire Chief
 West Newbury Police Department
 403 Main Street
 West Newbury, Ma 01985
 978-363-1120
dwyer@westnewburysafety.org

First name	Last name	Party	Position
Sharon	Plummer	R	Warden
Dot	Cavanaugh	D	Clerk
Caleigh	Holden	D	Clerk
Jean	Berkenbush	U	Election Worker
Elizabeth	Bonami	R	Election Worker
Katelyn	Bradstreet	D	Election Worker
Christine	Cluney	R	Election Worker
Gail	Dinaro	U	Election Worker
Ann	Dooley	D	Election Worker
Dianne	Faulkner	R	Election Worker
Jennifer	Germain	R	Election Worker
Irene	Harnett	U	Election Worker
Rebecca	O'Brien	D	Election Worker
Jennifer	Pepper	D	Election Worker
Marge	Peterson	D	Election Worker
Jennifer	Poliseno	R	Election Worker
Jennifer	Reardon	R	Election Worker
Cheryl	Richardson	U	Election Worker
Bryon	Rivers	U	Election Worker
Mary Lou	Sayers	U	Election Worker
David	Seaton	D	Election Worker
Marlene	Switzer	D	Election Worker
Janet	Thibau	D	Election Worker
Eleni	Valverde	U	Election Worker
Robert	Veator	U	Election Worker
Brian	Richard	U	Constable
Robin	Shively	U	Constable

ANNUAL TOWN MEETING 2023
DRAFT MOTIONS

ARTICLE 1: To give their votes to the election of the following offices...

NO MOTION

ARTICLE 2: To hear and act upon the reports of Town officers and committees, or take any other action relative thereto.

NO MOTION

ARTICLE 3: School Stabilization Fund

MOTION: I move to approve the transfer and appropriation of the sum of \$200,000 from the School Stabilization Fund to pay a portion of the Town share of debt service associated with the building of the new Middle/High School.

ARTICLE 4: FY24 Town Budget

MOTION: I move that the amounts of money set forth in the printed report of the finance committee for the omnibus budget be appropriated, as amended hereby, for the several purposes therein itemized, each numbered item being considered as a separate appropriation, and that the same be expended only for such purposes.

NOTE: If Article 3 is passed as proposed, or in some lesser amount, it is recommended that a HOLD be placed on line item 40 "Transfers – Stabilization" in order to reduce the overall budget to account for the availability of funds from School Stabilization to pay a portion of next year's Pentucket debt service. The specific MOTION would be:

MOTION: I move to amend Line 40 Transfers – Stabilization to add the number "negative \$200,000" to the line "Transfers In – From School Stabilization".

MOTION: I move to adopt the Line Item Budget (as amended).

ARTICLE 5: In accordance with the provisions of Chapter 38 of the Acts of 1936, to see what instructions, rules, and regulations the Town may wish to impose on the Board of Water Commissioners, or take any other action relative thereto.

MOTION: I move that the Board of Water Commissioners shall participate in creating a long-range, comprehensive financial plan of the Water Department. This plan shall be produced by the Town Manager's office in its capacity as the Town's Chief Financial Officer, and will model

the financial needs of the Town's Water Department including its operating revenues and expenses, capital expenditures and all borrowings including interest costs and principal payments. The plan will forecast the cash requirements, retained earnings, free cash, and stabilization balances which would derive from the Department's activities. The plan will be comprehensive, look out a minimum of 15 years and be completed by February, 2024. Upon its receipt of the plan from the Town Manager, and its acceptance of the report as complete, the Finance Committee will present the plan, with its recommendations, to the Board of Water Commissioners, the Select Board and the Town. Further, any future negotiations of intermunicipal agreements to which the Board of Water Commissioners is a signatory shall include representation by at least one member of the Board of Water Commissioners, at least one member of the Select Board, and the Town Manager.

ARTICLE 6: FY24 Water Budget

MOTION: I move to appropriate in anticipation of Water Department revenues, the sum of \$1,060,171 of which \$318,848 for salaries and wages, which include \$1,700 for Water Commissioners' Stipends; \$52,191 for insurances; \$445,027 for expenses; \$167,913 for debt services; \$20,000 for extraordinary and unforeseen expenses; and \$52,192 for indirect costs.

ARTICLE Church Street and Prospect Street debt authorization

MOTION: I move that the Town appropriates \$2,700,000 from the Water Enterprise Account to pay a portion of the costs of replacing water mains, including the payment of costs incidental or related thereto; and that to meet this appropriation, the Treasurer, with the approval of the Select Board, is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7 or §8, or pursuant to any other enabling authority, including borrowing all or a portion of such funds from the Massachusetts Clean Water Trust pursuant to M.G.L. c. 29C, and to issue bonds or notes of the Town therefor, with the payment of such borrowing costs payable from the Water Enterprise Fund; and that the Select Board is authorized to take any other action necessary or convenient to carry out such project.

ARTICLE 8: Septic Loan Revolving Account repayment of debt service

MOTION: I move that the Town vote to transfer the sum of \$10,364 from the Septic Loan Revolving Account for the repayment of debt service.

ARTICLE 9: Transfer to Pension Liability Stabilization Fund

MOTION: I move the Town transfer from Free Cash the sum of \$67,514 into the Pension Liability Stabilization Fund.

ARTICLE 10: Transfer to OPEB Stabilization Fund

MOTION: I move that the Town vote to transfer from Free Cash the sum of \$6,868 into the Other Post-Employment Benefits (OPEB) Stabilization Fund.

ARTICLE 11: PEG Access and Cable Related Fund

MOTION: I move that the Town vote to authorize expenditures from the PEG Access and Cable Related Fund, as described in Chapter 44, Section 53F³/₄ of the Massachusetts General Laws, in an amount not to exceed \$90,000 in FY 2024 by the Cable Advisory Committee for the payment of program-related wages, expenses, and equipment or such other purposes as permitted by the statute.

ARTICLE 12: Revolving Funds

MOTION: I move that the Town vote to limit the total amount that may be expended from each revolving fund in Section XL of the Town Bylaws as set forth in Article 12 of the 2023 Annual Town Meeting Warrant.

ARTICLE 13: Community Preservation Fund annual revenues

MOTION: I move that the Town vote to allocate, appropriate and reserve from the Community Preservation Fund annual revenues the amounts set forth in Article 13 of the 2023 Annual Town Meeting Warrant.

ARTICLE 14: Sawmill Brook land acquisition

MOTION: I move to transfer from Community Preservation Act funds, the sum of \$705,000 with \$142,178 from the Open Space and Recreation Fund Balance, and \$562,822 from the Undesignated Fund Balance, in conformity with the applications submitted, to purchase, for open space, conservation and passive recreation purposes, certain parcels of land containing a total of 32 acres, more or less, which parcels are located on Poor House Lane, shown on Assessors' Map R14 as Parcels 30 and 30F, and also shown as Lots 2A and 2B on a plan entitled "Definitive Plan, Poor House Lane", dated January 7, 1983, prepared by Cammett and Kutensky Engineering, Inc., recorded with the Southern Essex District Registry of Deeds in Plan Book 177, Plan 37, and costs incidental or related thereto, and to authorize the Select Board to acquire said land by purchase, gift and/or eminent domain on such terms as the Select Board deems appropriate, which land shall be held under the care, custody and control of the Conservation Commission for the foregoing purposes pursuant to G.L. c. 40, §8C; and further to authorize the Select Board, the Conservation Commission, and/or their designee to apply for, accept and expend funds from the Commonwealth of Massachusetts or other public or private sources to defray all or a portion of the costs of acquisition, including, but not limited to, grants and/or

reimbursements from the Commonwealth under G.L. c. 132A, §11 (the so-called LAND Grants), and/or any other federal, state or other grants or reimbursement programs in any way connected with the scope of this article, including but not limited to funds contributed by Essex County Greenbelt Association, and to enter into any and all agreements and execute any and all documents necessary or convenient to effectuate the foregoing; provided, however, that the funds appropriated by this vote shall not be expended unless the Town receives grants, gifts or other contributions of no less than \$355,000.00 for this purpose, with all such funds credited to the Community Preservation Act fund; and, further, to authorize the Select Board to convey a conservation restriction on said land to Essex County Greenbelt Association or any other qualified organization in accordance with G.L. c. 184 §§31-33, as required by G.L. c. 44B, §12(a); or take any other action relative thereto.

ARTICLE 15: Community Preservation Act funds to Affordable Housing Trust

MOTION: I move to transfer from Community Preservation Act funds, the sum of \$172,178 from the Community Housing Fund Balance, in conformity with the applications submitted, to the West Newbury Affordable Housing Trust.

ARTICLE 16: Sidewalk plow

MOTION: I move that the Town vote to transfer from the Stabilization Fund the sum of \$172,000 for all costs and expenses pertaining to the replacement of a sidewalk snow-clearing vehicle for use by the Facilities Division of the Department of Public Works, and to dispose of the existing vehicle in accordance with Town policy for disposition of surplus property, with any remaining funds to be closed out to the Stabilization Fund at the close of Fiscal Year 2025.

ARTICLE 17: Fire Pick-up Truck

MOTION: I move that the Town vote to transfer from the Stabilization Fund the sum of \$117,000 for all costs and expenses pertaining to the replacement of a Fire Pick-up Truck including all safety equipment for use by the Fire Department, and to dispose of the existing vehicle in accordance with Town policy for disposition of surplus property, with any remaining funds to be closed out to the Stabilization Fund at the close of Fiscal Year 2025.

ARTICLE 18: Route 113 (Main Street) pedestrian planning and engineering

MOTION: I move that the Town vote to transfer from Free Cash the sum of \$59,500.00 to fund the planning and design efforts to improve pedestrian, cycling and equestrian safety on Route 113 (Main Street), including but not limited to the Page/Pipestave/Route 113 intersection and crosswalk, with any remaining funds to be closed out to the general account fund balance at the close of Fiscal Year 2025.

ARTICLE 19: Restoration of Field 6 at Pipestave Hill

MOTION: I move that the Town vote to transfer from Free Cash the sum of \$15,000 to fund the restoration of Field 6 at Pipestave Hill, with any remaining funds to be closed out to the general account fund balance at the close of Fiscal Year 2024.

ARTICLE 20: Purchase of Security Cameras at the Page School

MOTION: I move that the Town vote to transfer from Free Cash the sum of \$8,300 to fund the purchase of Security Cameras at the Page School, with any remaining funds to be closed out to the general account fund balance at the close of Fiscal Year 2024.

ARTICLE 21: Fund the maintenance, clean up, and repair of Town-owned cemeteries

MOTION: I move that the Town vote to transfer from Free Cash the sum of \$4,150 to fund the maintenance, clean up, and repair of the Town-owned cemeteries, with any remaining funds to be closed out to the general account fund balance at the close of Fiscal Year 2024.

ARTICLE 22: Revised Solar Bylaw

MOTION: I move that the Town amend Sections of the West Newbury Zoning as set forth in Appendix C- 2023 Annual Town Meeting Article 22, ZONING BYLAW, pp. 29-24 of the Finance Committee Booklet, April 24, 2023.

ARTICLE 23: Zoning Recodification

1. Delete the Table of Contents in the Existing Zoning By-law and replace it with the Table of Contents as contained in the Revised Zoning By-law;
2. Delete Section 1 of the Existing Zoning By-law and replace it with Section 1 contained in the Revised Zoning By-law;
3. Recodify, renumber and amend Section 2 of the Existing Zoning By-law by deleting that Section and replacing it with Section 2 as contained in the Revised Zoning By-law;
4. Recodify, renumber and amend Section 3 of the Existing Zoning By-law by deleting that Section and replacing it with Section 3 as contained in the Revised Zoning By-law;
5. Amend Section 4.A. (Non-conforming Uses) of the Existing Zoning By-law to read Non-Conforming Uses and Structures;
6. Recodify, renumber and amend Sections 4.A, 4.A.1, 4.A.2, 4.A.3 and 4.A.4 of the Existing Zoning By-law by deleting that Section and replacing it with Sections 7.1, 7.1.1, 7.1.2, 7.1.3 and 7.1.4 as contained in the Revised Zoning By-law; Recodify, renumber

and amend Sections 4.B and 4.B.1 of the Existing Zoning By-law by deleting that Section and replacing it with Sections 4.1 and 4.1.1 as contained in the Revised Zoning By-law; Recodify, renumber and amend Sections 4.C, 4.C.1 and 4.C.2 of the Existing Zoning By-law by deleting that Section and replacing it with Sections 4.2, 4.2.1 and 4.2.2 as contained in the Revised Zoning By-law; Recodify, renumber and amend Sections 4.D and 4.D.1 of the Existing Zoning By-law by deleting that Section and replacing it with Sections 9.2 and 9.2.1 as contained in the Revised Zoning By-law; Recodify, renumber and amend Section 4.E of the Existing Zoning By-law by deleting that Section and replacing it with Section 9.9 as contained in the Revised Zoning By-law;

7. Recodify, renumber and amend Section 5.A. (Residence A, B and C Districts) of the Existing Zoning By-law by deleting that Section and replacing it with Section 4.3, (Uses Permitted in Residential A, B and C Districts), as contained in the Revised Zoning By-law; Recodify, renumber and amend Sections 5.A.1, 5.A.2, 5.A.3 and 5.A.4 of the Existing Zoning By-law by deleting that Section and replacing it with Sections 4.3.1, 4.3.2, 4.3.3 and 4.3.4 as contained in the Revised Zoning By-law; Recodify, renumber and amend Sections 5.B, 5.B.1 and 5.B.2 of the Existing Zoning By-law by deleting that Section and replacing it with Sections 4.4, 4.4.1 and 4.4.2 as contained in the Revised Zoning By-law; Recodify, renumber and amend Sections 5.C, 5.C.1, and 5.C.2 of the Existing Zoning By-law by deleting that Section and replacing it with Sections 4.5, 4.5.1 and 4.5.2 as contained in the Revised Zoning By-law;
8. Recodify, renumber and amend Section 5.D (Floodplain Overlay District) of the Existing Zoning By-law by deleting that Section and replacing it with Section 8.1 (Floodplain Overlay District) as contained in the Revised Zoning By-law;
9. Recodify, renumber and amend Section 5.D.17 (Uses) of the Existing Zoning By-law by deleting that Section and replacing it with Section 8.1.17 (Permitted Uses) as contained in the Revised Zoning By-law; Recodify, renumber and amend Section 5.E of the Existing Zoning By-law by deleting that Section and replacing it with Section 9.6 as contained in the Revised Zoning By-law; Recodify, renumber and amend Section 5.F of the Existing Zoning By-law by deleting that section and replacing it with Section 6.1 as contained in the Revised Zoning By-law; Recodify, renumber and amend Section 5.G of the Existing Zoning By-law by deleting that Section and replacing it with Section 8.3 as contained in the Revised Zoning By-law;
10. Recodify, renumber and amend Section 6 (Intensity of Use) of the Existing Zoning By-law by deleting that Section and replacing it with Section 5 (Dimensional Requirements) as contained in the Revised Zoning By-law ; Recodify, renumber and amend Section 6.B of the Existing Zoning By-law by deleting that Section and replacing it with Section 9.1 as contained in the Revised Zoning By-law;
11. Recodify, renumber and amend Section 7 (Conditions for Use) of the Existing Zoning By-law by deleting that Section and replacing it with Section 6.2 (Performance Standards) as contained in the Revised Zoning By-law; Recodify, renumber and amend Section 7.B (Off-Street Parking and Loading) of the Existing Zoning By-law by deleting that Section and replacing it with Section 6.3 (Parking and Loading Spaces) as contained in the Revised Zoning By-law; Recodify, renumber and amend Section 7.C of the Existing Zoning By-law by deleting that Section and replacing it with Section 6.4 as

contained in the Revised Zoning By-law; Recodify, renumber and amend Section 7.C.2.I.2 of the Existing Zoning By-law by deleting that Section and replacing it with Section 6.4.3 as contained in Revised Zoning By-law; Recodify Section 7.D of the Existing Zoning By-law by deleting that Section and replacing it with Section 9.8 as contained in the Revised Zoning By-law; Recodify Section 7.E of the Existing Zoning By-law as Section 9.7 of the Revised Zoning By-law;

12. Recodify, renumber and amend Sections 8, 8.A.1 and 8.A.2 of the Existing Zoning By-law by deleting that Section and replacing it with Sections 11, 11.1 and 11.2 as contained in the Revised Zoning By-law; Recodify, renumber and amend Section 8.B of the Existing Zoning By-law by deleting that Section and replacing it with as Section 11.3 as contained in the Revised Zoning By-law; Recodify, renumber and amend Sections 8.C, 8.D and 8.E of the Existing Zoning By-law by deleting that Section and replacing it with Sections 11.4, 11.5 and 1.5 as contained in the Revised Zoning By-law;
13. Recodify, renumber and amend the remainder of Section 9 (Personal Wireless Service Facilities) of the Existing Zoning By-law by deleting that Section and replacing it with Section 9.5 (Wireless Communication Facilities) as contained in the Revised Zoning By-law;
14. Recodify, renumber and amend Section 10 of the Existing Zoning By-law by deleting that Section and replacing it with Section 8.2 as contained in the Revised Zoning By-law;
15. Recodify, renumber and amend Section 11 of the Existing Zoning By-law by deleting that Section and replacing it with as Section 9.4 as contained in the Revised Zoning By-law;
16. Recodify, renumber and amend Section 12 of the Existing Zoning By-law by deleting that Section and replacing it with as Section 9.3 as contained in the Revised Zoning By-law;
17. Recodify, renumber and amend Section 13-19 of the Existing Zoning By-law, by deleting that Section and replacing it with as Section 10 as contained in the Revised Zoning By-law;
18. Recodify Appendix A (Zoning District Map) and Appendix B (Overlay District Map(s)) of the Existing Zoning By-law as Appendix A (Zoning District Map) and Appendix B (Overlay District Map(s)) of the Revised Zoning By-law; Recodify and amend Appendix One of the Existing Zoning By-law as Appendix C of the Revised Zoning By-law; Recodify Appendix Two of the Existing Zoning By-law as Appendix D of the Revised Zoning By-law.
19. Authorize the Town Clerk to correct any scrivener's errors and to renumber any Section or internal Section references in the Revised Zoning By-law consistent with this Article;

or take any other action relative thereto.

MOTION: I move that the Town repeal the West Newbury Zoning By-law in its entirety and adopt a new Zoning By-law as available for review in the Town Clerk's office.

SPECIAL SPRING TOWN MEETING 2023
DRAFT MOTIONS

ARTICLE 1. Snow and ice deficit

MOTION: I move the Town transfer from Free Cash the sum of \$ [REDACTED] to fund the existing year snow and ice deficit during the fiscal year 2023.

ARTICLE 2. Emerald Ash Borer treatments

MOTION: I move the Town transfer from Free Cash the sum of \$60,180 to fund an inoculation treatment program for ash trees within public rights-of-way against the effects of the Emerald Ash Borer, with any remaining funds to be closed out to the general account fund balance at the close of Fiscal Year 2024.

ARTICLE 3. Invasive species management

MOTION: I move the Town transfer from Free Cash the sum of \$20,000.00 to fund professional invasive species management on town owned land, with any remaining funds to be closed out to the general account fund balance at the close of Fiscal Year 2025.

ARTICLE 4: Study of 31 Dole Place

MOTION: I move the Town transfer from Free Cash the sum of \$50,000 to fund an engineering study related to property located at 31 Dole Place, with any remaining funds to be closed out to the general account fund balance at the close of Fiscal Year 2024.

ARTICLE 5: Water purchase costs above budgeted

MOTION: I move the Town transfer from Water Retained Earnings the sum of \$140,000 for the purchase of water from the City of Newburyport and to replenish the line items within the FY 2023 Water Operating Budget that were utilized to pay water bills, with any remaining funds to be closed out to the Water enterprise fund at the close of Fiscal Year 2023.

ARTICLE 6: Water Master Meter

MOTION: I move the Town transfer from Water Stabilization the sum of \$3,865 for the purchase of equipment and materials to replace the current Master Meter, with any remaining funds to be closed out to the Water Stabilization fund at the close of Fiscal Year 2023.

ARTICLE 7: Water continuous chlorine monitoring system

MOTION: I move the Town transfer from Water Stabilization the sum of \$19,900 for the purchase of equipment and materials for a continuous chlorine monitoring system, with any remaining funds to be closed out to the Water Stabilization fund at the close of Fiscal Year 2024.

ARTICLE 8: Water SCADA Remote Terminal Units (RTU's)

MOTION: I move the Town transfer from Water Stabilization the sum of \$7,340 for the purchase of equipment and materials for SCADA Remote Terminal Units (RTU's), with any remaining funds to be closed out to the Water Stabilization fund at the close of Fiscal Year 2024.

ARTICLE 9: Water repairs to Wellfield #1 building

MOTION: I move the Town transfer from Water Stabilization the sum of \$16,610 for the costs of equipment, materials and labor for repairs to the original Wellfield #1 building, with any remaining funds to be closed out to the Water Stabilization fund at the close of Fiscal Year 2024.

ARTICLE 10: Water cleaning of well heads

MOTION: I move the Town transfer from Water Retained Earnings the sum of \$9,975 for the purchase of equipment and materials to be used for cleaning of the well heads located at Wellfield #1, with any remaining funds to be closed out to the Water Retained Earnings fund at the close of Fiscal Year 2024.

ARTICLE 11: Water purchase of valves, hydrants, water main, meter pits, etc.

MOTION: I move the Town transfer from Water Retained Earnings the sum of \$30,000 for the purchase of equipment and materials to be used for the repair and/or replacement of valves, hydrants, water main, meter pits and/or any other devices that are part of the Town's water distribution system, with any remaining funds to be closed out to the Water Retained Earnings fund at the close of Fiscal Year 2025.

ARTICLE 12: Page School HVAC unit

MOTION: I move that the Town vote to transfer from the Stabilization Fund the sum of \$115,000 to fund the replacement of the HVAC unit at the Page School Main Office and Entry Area, with any remaining funds to be closed out to the Stabilization Fund at the close of Fiscal Year 2025.

ARTICLE 13: Police cruiser

MOTION: I move that the Town vote to transfer from the Stabilization Fund the sum of \$25,000 to fund the purchase of a police cruiser for use by the Police Department, and to dispose of the existing vehicle in accordance with Town policy for disposition of surplus property, with any remaining funds to be closed out to the Stabilization Fund at the close of Fiscal Year 2023.

ARTICLE 14: Parks & Rec infield maintainer

MOTION: I move that the Town vote to transfer from Free Cash the sum of \$4,425 to fund the purchase of an ABI Infield Rascal Pro infield maintainer or similar product for purposes of field maintenance, with any remaining funds to be closed out to the general account fund balance at the close of Fiscal Year 2024.

ARTICLE 15. Fencing at Pipestave Athletic Field

MOTION: I move that the Town vote to transfer from Free Cash the sum of \$15,000 to fund the replacement and repair of the soccer field fencing at Pipestave Athletic Field, with any remaining funds to be closed out to the general account fund balance at the close of Fiscal Year 2024.

ARTICLE 16. Grant matching funds, MBTA Communities Act planning

MOTION: I move that the Town vote to transfer from Free Cash the sum of \$7,500 to provide matching funds for the One Stop for Growth grant awarded to the Town of West Newbury in FY 2023 for planning and zoning consulting services related to the MBTA Communities Act, with any remaining funds to be closed out to the general account fund balance at the close of Fiscal Year 2025.



Town of West Newbury
SLFRF - state and local fiscal recovery funds ARPA
Project Request Form

Please complete this form and attach any additional paperwork to support your request.

Date:	3/23/2023
Project Name:	Page School HVAC Unit Replacement
Project ID: (accounting use only)	ARPA-03
Expense Category:	6.1 Provision of Government Services
Description of Project: (50-250 words)	The existing broken HVAC system was installed in 2014. It was discovered shortly after the installation of the system that it had been discontinued. The system has been down for many years and replacement parts are no longer available. Some of these areas have no exterior doors or windows and the cooling part of the system is the only resource to cool the air during the warmer months. Our most recent cost estimate was \$85,000 to replace the system including labor, plus \$15,000 for the electrical work and additional \$15,000 contingency. This work will be put out to bid with the contract being awarded to the lowest cost responsible bidder.
Estimated Project cost	\$115,000
Status of completion:	Procurement not yet initiated; estimated budget amount.
Which FY will these expenses occur:	FY23 - 24

Dept head approval/Date

Angus Jennings, Town Manager, March 23, 2023

Select Board approval/Date

Accounting approval/Date

Town Manager

From: Town Manager
Sent: Tuesday, March 28, 2023 8:40 AM
To: David Archibald; Rick Parker; Wendy Reed
Cc: Town Clerk
Subject: Fwd: [External] Request for ARPA funds for HVAC repairs at elementary school

Begin forwarded message:

From: "Murray, Kayleigh" [REDACTED]
Date: March 28, 2023 at 8:36:09 AM EDT
To: Town Manager <townmanager@wnewbury.org>
Cc: Town Accountant <townaccountant@wnewbury.org>
Subject: RE: [External] Request for ARPA funds for HVAC repairs at elementary school

It wouldn't apply to ARPA in general, additionally, under revenue loss only state procurement is required.



Kayleigh Murray
BizOps Associate
State and Local Government



Create Opportunities

[Wealth Advisory](#) | [Outsourcing](#) | [Audit, Tax, and Consulting](#)

[Send me your files with secure file transfer.](#)



Investment advisory services are offered through CliftonLarsonAllen
Wealth Advisors, LLC, an SEC-registered investment advisor.

CLA is an independent member of Nexia International. See [member firm disclaimer](#) for details.

From: Town Manager <townmanager@wnewbury.org>
Sent: Monday, March 27, 2023 9:06 PM
To: Murray, Kayleigh [REDACTED]
Cc: Town Accountant <townaccountant@wnewbury.org>
Subject: Re: [External] Request for ARPA funds for HVAC repairs at elementary school

Think Security – This email originated from an external source. Be cautious with any links or attachments.

How would the “Buy American” requirement apply to this project? We’re concerned that this could be a problematic limiting factor in the HVAC equipment market. (I’m told Mitsubishi is the go-to supplier). 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 mobile device

On Mar 24, 2023, at 6:00 AM, Murray, Kayleigh [REDACTED] wrote:

Good morning Angus,

Yes HVAC projects would be eligible under Revenue Loss 6.1. I believe your plan was to apply all funds under revenue loss as they would be under the \$10 million cap so this may be a moot point, but HVAC would also be eligible under 1.4 Congregate Settings Prevention as the proper ventilation can reduce the spread of COVID. There are a couple additional requirements with this category so revenue loss would be the most straightforward.

Best,
Kayleigh



Kayleigh Murray
BizOps Associate
State and Local Government



Create Opportunities

[Wealth Advisory](#) | [Outsourcing](#) | [Audit, Tax, and Consulting](#)

[Send me your files with secure file transfer.](#)



Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.

CLA is an independent member of Nexia International. See [member firm disclaimer](#) for details.

From: Town Manager <townmanager@wnewbury.org>
Sent: Thursday, March 23, 2023 7:06 PM
To: Murray, Kayleigh [REDACTED]
Cc: Town Accountant <townaccountant@wnewbury.org>
Subject: [External] Request for ARPA funds for HVAC repairs at elementary school

Think Security – This email originated from an external source. Be cautious with any links or attachments.

Hi Kayleigh,

A funding proposal is scheduled to be brought to our Town Meeting in late April, to replace a failed HVAC unit (and related ductwork and electrical) in our Page Elementary School.

We are interested in, instead, proposing this for ARPA funding. We have prepared the attached draft ARPA funding proposal. Would you agree that this project is eligible for ARPA funding, and if so that we've correctly identified the Expenditure Category as 6.1 Provision of Government Services? I didn't see another EC that seemed to clearly fit.

Please get back to us when you can. If our Select Board supports funding this from ARPA, we could remove the proposed funding article from the Town Meeting warrant prior to the warrant being finalized and posted.

Thanks!

Angus

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



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

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

TO: Select Board
 FROM: Angus Jennings, Town Manager
 DATE: March 27, 2023
 RE: Summary of active and proposed planning for improved pedestrian/cyclist safety

This is to provide a brief summary of the topic above, with a focus on Main Street (Rte. 113).

Page/Pipestave/Rte. 113 Crossing

- In Winter/Spring 2022, Town undertook Safety Audit, supported by \$30k earmark in FY22 State Budget. Planning effort resulted in selection of preferred conceptual design from several alternative designs considered.
- In Fall 2022, Town pursued Safe Routes to Schools grant with active community support. Although grant was not funded, Town staff in continuing contact with SRTS program administrators, and will likely pursue modified grant next fall (excluding the work that will already be done by then – more detail below).
- In FY23, secured \$30k State Budget earmark administered through Mass. Office of Tourism. Contracted with TEC (engineering consultant), and work underway to advance the engineering design, survey, and MassDOT permitting process for the proposed Page/Pipestave ped crossing/Rapid Flasher Beacon. Expected date of completion of current work scope/contract: June 30, 2023.

Town Center Traffic Calming

- DPW Director prepared draft concept sketch, showing traffic calming/pedestrian amenities, in the Town Center area (generally including Main Street from the Church Street intersection, running westerly past Maple Street, and extending through the Food Mart lot frontage).
- Town received \$50k State Budget earmark from Mass. Office of Economic Development.
- Town will prepare scope of services and issue RFQ this spring to engage a transportation engineering firm with landscape architect sub-consultant to create multiple concept plans showing traffic calming/ped & bike safety improvements in the Town Center, and undertake a public process to build consensus around a preferred concept.
- Once a preferred concept is selected, additional engineering work will be needed to get any proposed improvements through the MassDOT permitting process; then, funding will be needed for construction.

Improved Crosswalks / Signage near Town Offices

- Following an incident in late 2022 wherein a pedestrian was struck while crossing Route 113, in the vicinity of the Town Offices, the Town is petitioning MassDOT to install improved signage giving drivers better advance notice of these two crosswalks, and to repaint the crosswalks.

Corridor Study (Proposed)

- The Spring (April 24th) Town Meeting warrant will include an article proposing funding to initiate a conceptual planning process for the Route 113 corridor, extending (roughly) from Chase Street (easterly edge) running westerly to the Groveland town line. (If supported by project budget, geographic scope will include the entire corridor, with the City of Newburyport border as the easterly boundary). The work scope will include a specific focus on several identified “nodes”, which will receive focused design attention during this public planning process. Design “nodes” to include (but not necessarily be limited to):
 - o Middle/High School vicinity
 - o Town Center vicinity
 - o Town Offices / West Newbury Housing Authority / Soldiers & Sailors Building vicinity
 - o Library and Town Hall / Long Hill Orchard vicinity
 - o Page School / Pipestave / Mill Pond vicinity
- The contract deliverables will include conceptual planning for the corridor, identifying ped & bike safety improvements along the corridor including at specific focus areas.
- This study is expected to result in several proposed ped & bike safety projects that would then – either individually, in segments/phases, or in total – be advanced through the necessary engineering and permitting processes.
- This work is expected to improve the Town’s competitiveness for additional State and Federal funding, for project construction, including through the regional Transportation Improvement Program (TIP) process administered by MVPC as the region’s Metropolitan Planning Organization.



Town of West Newbury

**Request for Qualifications (RFQ)
RFQ# 2023-WN-001**

**Architectural/Engineering Consultant
Services for a Conditions Assessment for:**

***Dr. John C. Page
Elementary School***

**694 Main Street
West Newbury, MA 01985**

Submission Due Date: 11am on Friday, May 19, 2023

Mandatory RFQ Briefing and On-Site Tour: 3:45pm on Tuesday, April 25, 2023

Dr. John C. Page Elementary School Conditions Assessment RFQ

Table of Contents

<u>Content</u>	<u>Page</u>
General Information	3-4
Section 1. Introduction, Background and Conditions Assessment Goals	5-6
Section 2. RFQ Instructions, Submission Requirements	7-8
Section 3. Selection Process, Award of Contract	9-11
Section 4. RFQ/Study Schedule	12
Section 5. Scope of Work	13-19

Dr. John C. Page Elementary School Conditions Assessment RFQ

General Information

The Study

The Town of West Newbury seeks to engage a multidisciplinary consulting firm or team to perform a Conditions Assessment Study at the Page School located at 694 Main Street in the Town of West Newbury, MA 01985, as defined in the Scope of Work in Section 5 as attached hereto.

The purpose of this study is to evaluate the existing facility conditions and to disseminate these findings to the residents of the Town to assist in determining the future of the facility. The Conditions Assessment will consist of the evaluation of the existing facility infrastructure, determination of future needs to meet building code requirements, and review of the facility's suitability for existing and future educational programming needs.

From this information, the study will inform Town of two potential options for the future. These options are:

1. Renovate the existing school
2. Initiate a public process to consider financing and building a new school

Authority

The Town of West Newbury Select Board is the Awarding Authority. The Scope of Work was prepared by a Page School Feasibility Study Working Group, in consultation with the Select Board. The Select Board has authorized the Chief Procurement Officer (CPO) to conduct the selection process as outlined in the Commonwealth of Massachusetts, Designer Selection Law, M.G.L. c. 7C §§ 44-58 and the West Newbury Designer Selection Procedures.

As delegated by the Awarding Authority, the CPO will collaborate with selected Town staff, Pentucket Regional School District (PRSD) administrators, a Select Board member, and a resident who will be members of the Page School Conditions Assessment Advisory Group. This Advisory Group will offer guidance and support regarding the selection of the Consultant that best meets the criteria in the Designer Selection Procedures in order to complete the Scope of Work specified in this RFQ.

Scope of Work

Provide architectural/engineering consultant services for a Condition Assessment Study for the Page School as described in this RFQ and the detailed Scope of Work in Section 5 as attached hereto.

Study Fee

To be negotiated with chosen consultant with not-to-exceed amount of \$85,000.

Estimated Time Limit for Completion

Time is of the essence; however, quality and accuracy is of utmost importance to the success of this study. As a result, the final completed Conditions Assessment submission date shall be no later than **December 31, 2023**. The Conditions Assessment schedule shall be outlined by the Consultant in the RFQ presentation and may be modified with mutual written agreement between the Consultant and the Town. In no instance shall the contract be extended past March 1, 2024.

Request for Qualifications (RFQ) Document

The RFQ is available at no charge at **9am on Friday, April 7, 2023** by e-mail request at DPWProjects@WNewbury.org. A hardcopy is also available and can be requested by a consultant for pick-up in-person at the DPW Project Manager Office, located in Town Offices, Second Floor, 381 Main Street, West Newbury, MA 01985. To schedule a pick-up day and time, e-mail or call at 978-363-1100 x130.

Dr. John C. Page Elementary School Conditions Assessment RFQ General Information

Mandatory Study Briefing Conference and School Tour

All interested Consultant Firms/Teams who wish to be considered MUST be represented at a mandatory pre-submission conference and school tour prior to RFQ proposal submission. This will be held at the Page School at **3:45pm on Tuesday, April 25, 2023**. Failure of a representative from the Consultant Firm/Team to attend this conference will forfeit RFQ submission eligibility.

RFQ Submissions

Deadline / Due Date for hardcopy bounded packet submission:

No later than 11am on Friday, May 19, 2023

Ten (10) hardcopy packets and five (5) flash drives with the electronic files shall be submitted and be clearly marked:

“Page School Conditions Assessment RFQ”

and delivered during regular business hours to:

**Town of West Newbury
Town Clerk Office, First Floor
381 Main Street
West Newbury, MA 01985**

Dr. John C. Page Elementary School Conditions Assessment RFQ

Section 1

Introduction

The Town of West Newbury (known as the “Town”), through its Select Board, is seeking qualifications from qualified registered architects (known as the “Consultant”), to provide professional architectural/engineering services for a Conditions Assessment of the Dr. John C. Page Elementary School, located at 694 Main Street, West Newbury, MA 01985.

The purpose of this Conditions Assessment is to evaluate the existing facility conditions and to disseminate these findings to the residents of the Town to assist in determining the future of the facility. This study, which shall follow the Scope of Work in Section 5 attached hereto, will consist of the evaluation of the existing facility infrastructure, determination of future needs to meet building code requirements, and review of the facility’s suitability for existing and future educational programming needs.

Many costly capital improvement projects associated with the facility may be scheduled in the future which may trigger code compliance improvements on unrelated infrastructure. These trigger projects must be evaluated by the community making decisions regarding future capital projects. This information will be used to estimate and understand overall project costs associated with continued capital investments in the facility.

The Condition Assessment information will be used to prioritize two options listed below as most advantageous to least advantageous. These options are:

1. Renovate the existing school building
2. Initiate a public process to consider financing and building a new school

Background

Voters at the May 2022 Annual Town Meeting appropriated \$85,000 for a Feasibility Study/Conditions Assessment at the Page School. A previous assessment study was performed in 2009 but many changes have taken place over the past 14 years, including upgrades to the building and a major interior flood in 2018 (resulting from a burst pipe in the fire suppression/sprinkler system). The building has a long list of capital needs which is updated annually based on collaborative efforts between the Town and the Pentucket Regional School District. The Town owns the building and is responsible for the funding of capital improvements, and the Pentucket Regional School District leases and maintains the building.

Built as an orphanage and school in 1926, the Page School is located on 129 acres of Town-owned land and comprises a basement and three stories spanning approximately 90,200 square feet. The elementary school current student enrollment is 319 with a faculty of 61 teachers and staff. This masonry structure has seen many additions over the years, including a major addition in 1973, 1986 and finally again in 2013. These additions and other larger and smaller capital improvements were supported by the community in hopes to keep the school operating in a manner that maintained the growing needs of the school’s programming, building and safety code requirements.

The school building is also connected to another structure which is leased by the Town to a privately-operated daycare, named the Children’s Castle. **This structure shall also be included within this Conditions Assessment study.**

Dr. John C. Page Elementary School Conditions Assessment RFQ

Section 1

Conditions Assessment Goals

The goal of the study is to document the current and future capital needs of the Page School facility by contracting with a Consultant with the expertise to perform the work in the Scope of Work in Section 5 attached hereto, and from their findings provide an independent architectural and engineering assessment of the existing building and overall site. The Consultant will identify deficiencies and prepare estimated costs to address these under different scenarios.

Dr. John C. Page Elementary School Conditions Assessment RFQ Section 2

RFQ Instructions

Request for Qualifications (RFQ) Document

The RFQ is available at no charge at **9am on Friday, April 7, 2023** by e-mail request at DPWProjects@WNewbury.org. A hardcopy is also available and can be requested by a consultant for pick-up in-person at the DPW Project Manager's Office, located in Town Offices, Second Floor, 381 Main Street, West Newbury, MA 01985. To schedule a pick-up day and time, e-mail or call at 978-363-1100 x130.

Mandatory Pre-Submission Conference

All interested Consultant Firms/Teams who wish to be considered MUST be represented at a mandatory pre-submission conference and school tour prior to the RFQ proposal submission. This **Mandatory Study Briefing Conference and School Tour** will be held **at 3:45pm on Tuesday, April 25, 2023** on site at the Page School located at 694 Main Street, West Newbury, MA 01985. This briefing and school tour should take no longer than two hours. Failure of a representative from the Consultant Firm/Team to attend this conference will forfeit RFQ submission eligibility.

Questions

Questions pertaining to the RFQ submission process must be requested by e-mail only. All inquiries shall be sent to DPWProjects@WNewbury.org and shall be received no later than **4pm on Friday May 12, 2023**. Questions and responses received will be forwarded to all Consultants who received the RFQ.

RFQ Responses Due Date

Hardcopy and electronic files of RFQ responses shall be submitted to the Town of West Newbury, Town Clerk Office no later than **11am on Friday May 19, 2023**.

Submission Requirements

Contents of RFQ Submittal

To be considered for this Conditions Assessment, all consultants shall include and submit the following information with their RFQ submission packet:

1. Consultant / Firm Introduction: Give brief background of the firm, including history, size and staffing structure.
2. Project Team Introduction: List key staff who will be assigned and working on the study. Highlight the project manager and any other important staff that will be communicating with the Town, conducting and reviewing the study data collection, study preparation and final presentation.
3. Subcontractor Introduction: List and detail any subcontractors that may be utilized for this study, including firm name, discipline, and name of employee or employees. Include resumes that show experience similar to this study.
4. Consultant / Firm References: List previous Feasibility/Condition Assessment study experience similar to this study. Give project title, address, scope, contract value and completion date. Supply contact

Dr. John C. Page Elementary School Conditions Assessment RFQ Section 2

reference information, including name, title, phone number and e-mail address. At least three references shall be furnished, but additional references are encouraged.

5. Describe Overall Approach: How will the consultant approach the project in an outlined manner that will address the specifics stated in the Scope of Work? A sample layout of the study structure should be included.
6. Schedule: Supply draft schedule of the study in chart or list form.
7. Designer Selection Form: Must complete and submit the Standard Designer Application Form for Municipalities and Public Agencies Not Within DSB jurisdiction. Form can be downloaded at: <https://www.mass.gov/service-details/designer-selection-procedures-for-municipalities-and-public-agencies>.
8. Financial Statement: A certified statement to support the Consultant/Firm's financial stability.
9. Insurance: Demonstrate ability to provide professional liability insurance of \$1,000,000.

Submittal Deadline and Required Copies

Ten (10) RFQ hardcopy bounded packets and five (5) flash drives with the electronic files **no later than 11am on Friday, May 19, 2023.** The submitted packet shall be clearly marked; **“Page School Conditions Assessment RFQ”** and delivered during regular business hours to: Town of West Newbury, Town Clerk Office, First Floor, 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.

Modifications

An applicant 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 **“Page School Conditions Assessment RFQ – Modifications.”** The Consultant's name and address shall also be written on the envelope delivered to: Town Clerk Office, First Floor, 381 Main Street, West Newbury, MA 01985.

After the receipt deadline, an applicant may not change any provision of the submission. Minor informalities may be waived and/or the applicant 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 applicant will be notified in writing by the Town; the applicant may not withdraw the submission. An applicant 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 DPWProjects@WNewbury.org. No applicant shall withdraw a submission within a period of thirty (30) days after the date set for the receipt of submission.

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

Dr. John C. Page Elementary School Condition Assessment Study RFQ

Section 3

Selection Procedures

The Town of West Newbury Select Board has authorized the Chief Procurement Officer (CPO) of the Town to conduct the selection process with input from an Advisory Group comprised of Town staff, Pentucket Regional School District (PRSD) administrators, a Select Board member and a resident of the Town. The CPO will collaborate with the Advisory Group to rank all submitted RFQ applicants and from this ranking, select at least three (3) most qualified finalists (if possible) to interview and present their RFQ to the Advisory Group on a Zoom platform. This interview will allow the Consultant the opportunity to present their proposal to the Advisory Group in greater detail where both parties can ask and receive questions and convey additional information.

Once these final interviews commence, the Advisory Group will collaborate with the CPO and rank the finalists as first choice, second choice and third choice, if applicable. The CPO, as authorized by the Town of West Newbury's Select Board, will negotiate a fee with the first ranked Consultant and once agreed upon, will present to the Select Board for their review.

If, however, the Town and the first choice Consultant are unable to negotiate a satisfactory fee, negotiations shall be terminated by the CPO and undertaken with the remaining designers, one at a time, in the order in which they were ranked by the Advisory Group until agreement is reached. **In no event shall this fee be higher than the not-to-exceed amount of \$85,000.**

The Select Board will review the CPO's recommendation for Consultant and fee and if approved, a standard Town contract will be prepared by the Town with the chosen Consultant. Upon acceptance by both parties, a Notice to Proceed will follow within 15 days of agreement.

This study is subject to The Commonwealth of Massachusetts, Designer Selection Law, M.G.L. c. 7C §§ 44-58 and as a result, the Town will adhere in all means feasible to the Town's Designer Selection Procedures, most recently amended by the Select Board on November 12, 2019.

The Town reserves the right to select the Consultant it determines is most qualified based on the information submitted, to waive any formality, and to choose the Consultant determined in its sole discretion to be able to perform in the best interest of the Town.

The Town reserves the right to terminate this RFQ process (prior to the execution of the contract award) at any time if it has been determined by the Town that the best interest of the Town is not fully met.

Step 1. Submitted RFQ Rankings

The CPO and the Advisory Group will rank all submitted responses to the RFQ based on the information provided by the Consultant. The following criteria will be used to assist with the ranking:

1. Prior similar experience;
2. Past performance on public school assessment studies;
3. Knowledge of cost estimating and budgeting;
4. Financial stability of the company and capacity to perform the work in a timely manner;
5. Qualifications of individuals (including sub-contractors) on the project team; and
6. Overall quality of proposal.

Dr. John C. Page Elementary School Condition Assessment Study RFQ

Section 3

Once the submitted responses are reviewed and qualifications are confirmed, the Advisory Group will collaborate with the CPO to choose at least three (3) finalists (or such lesser number as may be available) that will be invited to present their proposals. A point ranking system will be used to determine the rankings. The CPO and the Advisory Group will independently review and rank each proposal in accordance with the point system below:

- | | |
|----------------------------------|-------------------|
| 1. Prior Similar Experience | 10 points maximum |
| 2. Past Performance | 10 points maximum |
| 3. Cost Estimating and Budgeting | 10 points maximum |
| 4. Financial Stability | 10 points maximum |
| 5. Qualifications | 10 points maximum |
| 6. Overall Quality of Proposal | 10 points maximum |

The maximum number of points shall be no greater than 60 points. The top ranked Consultants will be requested by the Town to present their RFQ on a Zoom platform.

Step 2a. Consultant Interviews / Presentations

The Town shall schedule interviews / presentations for the top ranked consultants within 21 days after the submission due date. **The interviews / presentations shall take place within 21 days of notification and shall be no longer than 50 minutes in duration.** A Zoom link will be sent by the Town to the Consultants prior to the interviews / presentations.

The interviews / presentations will be conducted by the CPO and the Advisory Group and will rank each in accordance with the point system below:

- | | |
|--|-------------------|
| 1. Past Experience | 10 points maximum |
| 2. Demonstrated Knowledge of Project Scope | 10 points maximum |
| 3. Project Approach | 20 points maximum |
| 4. Project Manager Qualifications and Experience | 10 points maximum |
| 5. Overall Team Members Qualifications and Experience* | 10 points maximum |

* Sub-contractors will also be included in this category.

Step 2b. Post Interviews / Presentations Reference Inquires

Once the interview has been completed, the CPO or designee may contact and conduct three reference inquiries from the list supplied by the Consultant and rank each in accordance with the point system below:

- | | |
|--|--------------------|
| 1. Favorable Experience (add up to 5 points for each reference) | 15 points maximum |
| 2. Negative Experience (deduct up to 10 points for each reference) | -30 points maximum |

The maximum number of points for both step 2a and 2b shall not be greater than 75 points.

Dr. John C. Page Elementary School Condition Assessment Study RFQ

Section 3

Award of Contract

Once the evaluation of Step 2b has been completed, the CPO will review the calculations from both Steps 2a and 2b and the Consultants will be ranked as first choice, second choice and third choice. The CPO will then contact the first choice Consultant and commence the negotiation of a scope and fee.

The fee will be a fixed project fee. **Fee structure value shall not exceed \$85,000.** The Town and the Consultant shall also agree upon a payment schedule based on a task completion percentage matrix. If an overall project fee is not agreed upon by the CPO and the Consultant, the Town will notify the Consultant about the failure of agreement and immediately commence negotiation with the second choice Consultant and so on until a final Consultant is chosen by the Town.

Once an initial fee agreement is made by the CPO and the Consultant, the CPO will make such recommendation to the Awarding Authority (Town of West Newbury Select Board) for their review and vote. The Select Board will review the CPO recommendation and vote to support the recommendation, seek additional information, or deny the recommendation.

Upon approval from the Select Board to enter into such agreement, a standard Town of West Newbury contract will be prepared for the Consultant's review and approval. Failure of the Consultant to agree upon the contract language within 21 days of receipt will void the Consultant RFQ submittal and initial fee agreement.

Dr. John C. Page Elementary School Conditions Assessment RFQ Section 4

RFQ/Study Schedule

The following is the estimated schedule for the RFQ and the Conditions Assessment:

April 7, 2023	RFQ available at 9am
April 25, 2023	Mandatory on-site briefing and tour at 3:45pm
May 12, 2023	Last day for questions by 4pm
May 19, 2023	RFQ submissions due by 11am
Late May 2023	CPO and Advisory Group review and rank RFQ proposals
Early June 2023	Top three finalist interviews scheduled
June 2023	Finalist interviews and contract negotiations with chosen Consultant
June 2023	Select Board review and approval of recommended Consultant
Late June 2023	Execute contract and award notice to proceed
Late December 2023	Complete Final Conditions Assessment presented at Select Board Meeting

Dr. John C. Page Elementary School Conditions Assessment RFQ

Section 5

Scope of Work

PROJECT OBJECTIVE

The purpose of this Conditions Assessment is:

- To provide an independent architectural and engineering assessment of the Page School building and site
- Identify problems or defects, drawing both from the Consultant's tours/observations, but also from prior reports, studies and documentation provided by the Town
- Estimate costs to fix the deficiencies under different scenarios

METHODOLOGY

This scope of work includes the following tasks. Each task is further described in this scope including subtasks and deliverables.

Task 1: Data Collection

Task 2: Public Meeting - Project Kickoff

Task 3: Existing Conditions Assessment and Recommended Repairs

Task 4: Opinions of Probable Cost

Task 5: Conclusions

Task 6: Public Meeting – Project Results

Task 7: Conditions Assessment Report

Task 8: Educational Adequacy Assessment (Optional)

Information Available for this Study will Consist of:

- Review of the Page School Facilities Assessment dated Feb. 12, 2009 by Dore & Whittier Architects, and other relevant studies, reports, construction plans, correspondence, and records as available from the Town.
- A walk-through survey of the property with property management personnel to visually observe the material systems and components for the purpose of identifying physical deficiencies to the extent that they are observable or already documented.
- Feedback from Town staff, Pentucket Regional School District (PRSD) administrators and staff, West Newbury residents, and other stakeholders through regular communication, meetings, and public forums.

This Study Does not Include:

- Testing or invasive testing of the building or any system
- Testing of Exterior Lintels (this will be evaluated separately)
- Preparation of architectural or engineering plans

This Study May Include:

- Educational, Programmatic, or Space Needs Assessment. This may be performed separately by PRSD and Town staff, or it may be included with this Scope of Work as an optional Task. See Task 8 for further information.

SCOPE MODIFICATIONS

The Consultant may provide suggestions or minor changes to the scope, provided the project objectives are still met and the total fee does not exceed \$85,000. Once the project is awarded and negotiations with the Town are complete, the Consultant will prepare a final Scope of Work for review by the Town to be included in the contract documents.

Dr. John C. Page Elementary School Conditions Assessment RFQ

Section 5

TASK 1: DATA COLLECTION

1.1 Walk-Through Survey of the School with Property Management

The Consultant will perform a walk-through survey of the property with the Pentucket Facilities Director, the Town staff, and other property management personnel to visually observe and take photos of the systems and components for the purpose of identifying physical deficiencies to the extent that they are observable. This is a separate visit from the initial pre-bid conference and tour.

1.2 Review of Available Documentation

The Consultant will review available documentation to assist in understanding the subject project and identifying physical deficiencies of the building and site. **The goal for performing this Conditions Assessment is not to start from scratch but rather build on previous assessments.** Of particular interest is the review of the February 2009 Page School Facilities Assessment and available documentation of renovations, repairs, maintenance, evaluations, and testing since that time.

The amount of documentation available for review is substantial. The Town has already spent time compiling a spreadsheet inventory of paper and electronic records going back to original construction. The Consultant will work with the DPW Project Manager to determine which documents noted in the inventory are relevant to review for the purpose of the Conditions Assessment. The types of documents available may include but are not limited to:

- *Facilities Assessment Study of the Page School prepared by Dore & Whittier Architects, February 12, 2009* available on the West Newbury town website project page at: https://www.wnewbury.org/sites/g/files/vyhlif1436/f/pages/facilities_assessment_study_page_school-final_2-12-09.pdf
- Page School Records Inventory Spreadsheet
- Historical documents
- Construction drawings and specifications from renovations and additions
- Maintenance and repair documentation
- Site plans and septic plans
- Hazardous materials testing, inspections and reports
- Meeting notes from previous working groups
- Any other relevant studies, reports, design documents, specifications, construction plans, inspections, evaluations, correspondence, maintenance records, or similar documentation as available from the Town.

1.3 Feedback from Town Staff, School Staff, the Public, and Key Stakeholders

The Consultant will use feedback (verbal or written) from Town staff, PRSD staff, key stakeholders, and the public from project meetings and other correspondence as necessary to provide additional data and answer questions.

Task 1 Deliverables:

- Attendance at Walk-Through Survey
- Memorandum with a preliminary list of data sources to be used for the Study
- One (1) remote project meeting with Town staff to review data collection status
- Project meeting notes

Dr. John C. Page Elementary School Conditions Assessment RFQ

Section 5

TASK 2: PUBLIC MEETING – PROJECT KICKOFF

The first public meeting will be held in West Newbury after initial data collection to present project goals, tasks, and a projected timeline for the project. This task includes a presentation and a facilitated public meeting to receive feedback from residents.

Task 2 Deliverables:

- One (1) remote project meeting with Town staff to plan for public meeting
- Project meeting notes
- Attendance at an evening public meeting
- Presentation slides and other pertinent meeting handouts
- Meeting notes of the Public Meeting

TASK 3: EXISTING CONDITIONS ASSESSMENT AND RECOMMENDED REPAIRS

This task consists of evaluating the conditions of existing components and systems of the property and identifying deficiencies. Prepare a list of recommended repairs, with general scopes, to address present observed and documented physical deficiencies. The recommended repairs are for components or systems exhibiting patent or significant deferred maintenance requiring major repairs or replacement. Repairs or replacements that could be classified as cosmetic, decorative, part or parcel of a building renovation program, normal preventative maintenance, or that are the responsibility of tenants, are not included. This task includes, but is not limited to, assessment of the following:

3.1 Building Envelope

- Structural Analysis
- Architectural Analysis
- Roof Analysis
- Exterior Walls
- Windows
- Exterior Entrances and Doors
- Thermal Insulation

3.2 Building Interiors

- Floors
- Walls
- Ceilings
- Interior Doors and Exitways
- Other Interior Elements
- Vertical Transportation

3.3 Mechanical

- Domestic Hot Water Generation
- Cold Water Services
- Piping for Plumbing Systems
- Plumbing Fixtures
- Heat Generation
- Cooling System

Dr. John C. Page Elementary School Conditions Assessment RFQ

Section 5

- Piping for HVAC
- Temperature Controls
- Ventilation

3.4 Electrical

- Main Services and Distribution
- Emergency Power and Lighting
- Fire Protection
- Lighting Systems
- Telephone and Communications
- Technology Infrastructure
- Fire Alarm and Life Safety
- Security
- Emergency Communications

3.5 Site

- Drainage
- Septic system
- Other Utilities
- Playground and Fields
- Parking
- Site Access, Traffic Safety, Signage
- Site Lighting
- Pedestrian Accommodations

3.6 Hazardous Materials

Using documentation of current testing, control practices, and history of abatement of hazardous materials in the building and on the site, the Consultant will provide an assessment of potential remediation based on the amount and type of building repairs being recommended. Remediation recommendations should consider waste removal and environmental protections under MGL 40 Section 54, MassDEP regulations 310 CMR 7.15, and Mass Department of Labor Standards regulations 454 CMR 28.

3.7 Accessibility

- Interior Accessibility
- Egress and Ingress, including sufficiency of emergency exits
- Parking and Entrance Approach
- Accessible features for Plumbing, Electrical, and other systems

3.8 Building Codes

The consultant will work with the Town's Inspectional Services Department to evaluate current compliance with the building code, energy code, ADA/MAAB, and other applicable codes. Based on the amount and type of repairs recommended, identify what thresholds may be crossed that would trigger other compliance requirements and what the cost implications may be.

Task 3 Deliverables:

- Memorandum with preliminary tables listing areas assessed, condition, and recommended repairs
- Up to three (3) remote project meetings with Town staff to review and discuss this task

Dr. John C. Page Elementary School Conditions Assessment RFQ

Section 5

- Project meeting notes

TASK 4: OPINIONS OF PROBABLE COSTS

4.1 Costs to Remedy Observed and Known Deficiencies

Using the list of recommended repairs from the Task 3, prepare cost estimates for each item and recommend a repair time frame using the following scenarios:

Priority 1: Necessary (0-3 years)

Expenditures that require action as a result of existing or potentially unsafe conditions, building code violations, poor or deteriorated condition of a critical element or system, or a condition that if left “as is” with an extensive delay in correction, would result in or contribute to critical element or system failure or would lead to significantly escalated repair costs.

Priority 2: Recommended (4-6 years)

Deficiencies that may not warrant immediate attention, but which require repairs or replacements that should be undertaken taking precedence over routine preventative maintenance. Deferred maintenance or deficiency resulting from improper design, installation and/or quality of material or systems. Repairs that fall into the category of an ongoing maintenance/replacement problem, components or systems that have realized or exceeded their expected useful life.

Priority 3: Recommended (7+ years)

Sensible improvements to existing conditions that are not required for the basic function of the facility, but would improve overall usability and reduce long-term maintenance costs.

Priority 4: Does Not Meet Current Codes for New Construction but “Grandfathered”

No action required at this time, however if a substantial renovation or substantial building addition is performed in the future, building codes may require corrective work in addition to the work planned.

4.2 Ancillary Costs to Keeping the Page School Operational

Identify broader, ancillary costs of keeping the Page School operational such as:

- future operation and maintenance costs
- climate-change requirements
- energy costs
- fire truck and other special equipment needs driven solely or primarily by Page School

Task 4 Deliverables:

- Memorandum with preliminary tables of estimated costs
- One (1) remote project meeting with Town staff to review and discuss this task
- Project meeting notes

TASK 5: CONCLUSIONS

Summarize the findings of the previous tasks, and provide recommendations for next steps the community should take in order to keep the building in service and either bring it into compliance, or work toward bringing it into compliance, with all applicable code requirements. This section of the report is intended to function as a capital improvements program for the Page School, documenting future capital

Dr. John C. Page Elementary School Conditions Assessment RFQ Section 5

improvements, repairs and retrofits (with costs at/above \$20,000 – which is the cost threshold to be considered a “capital” project under the West Newbury Bylaws). This section should specify whether recommended improvements, repairs and retrofits are required (for either public safety or code compliance reasons), recommended, or optional, and should set out a recommended schedule for future improvements (0-3 years; 4-6 years; 7+ years).

Task 5 Deliverables:

- Memorandum summarizing recommended improvements, repairs and retrofits
- Stand-alone capital improvement program for Page School, identifying all recommended improvements, repairs and retrofits, and the opinions of probable cost prepared for Task 4. (The scope does not include identifying funding sources for these improvements, just estimated costs).
- One (1) in-person project meeting with Town staff to review and discuss this task
- Project meeting notes

TASK 6: PUBLIC MEETING – PROJECT RESULTS

The final public meeting in West Newbury will be held after completion of Task 1 to Task 5, and Task 8 if applicable. This meeting will include a presentation summarizing the project findings, recommendations, and next steps. The meeting will also provide opportunity for public questions and comments.

Task 6 Deliverables:

- One (1) remote project meeting with Town staff to plan for public meeting
- Project meeting notes
- In-person attendance at an evening public meeting
- Presentation slides and other pertinent meeting handouts
- Meeting notes of the Public Meeting

TASK 7: CONDITIONS ASSESSMENT REPORT

Prepare a complete Conditions Assessment Report documenting findings and final results of the previous tasks. This report will build on the preliminary memos produced, feedback from Town and PRSD staff and the public, and any other additional information obtained throughout the course of the project. The Report shall include the following, at a minimum:

- 1) EXECUTIVE SUMMARY
- 2) INTRODUCTION
 - a) Overview of the Building and Site
 - b) Purpose
 - c) Methodology
- 3) EXISTING CONDITIONS ASSESSMENT AND RECOMMENDED REPAIRS
 - a) Building Envelope
 - b) Building Interior
 - c) Mechanical
 - d) Electrical
 - e) Site
 - f) Hazardous Materials

Dr. John C. Page Elementary School Conditions Assessment RFQ Section 5

- g) Accessibility
- h) Building Codes
- 4) OPINIONS OF PROBABLE COSTS
 - a) Costs to Remedy Observed and Known Deficiencies
 - b) Ancillary Costs
- 5) CONCLUSION
 - a) Summary of Findings
 - b) Recommended Next Steps
 - c) Page School Capital Improvement Program
- 6) APPENDICES
 - a) Relevant Prior Test Results, Drawings, Studies, or other Materials
 - b) Additional photo documentation as needed

Task 7 Deliverables:

- Draft Conditions Assessment Report for Town staff to review and comment
- Final Conditions Assessment Report in hard-copy bound and electronic form

TASK 8: EDUCATIONAL ADEQUACY ASSESSMENT (OPTIONAL)

The Consultant may provide a simple assessment of how the Page School is equipped to deliver the current instructional curriculum. Using input from PRSD staff and data collected in previous tasks, compare aspects of the current facility to a set of recommended standards, such as PRSD guidelines or the Massachusetts School Building Authority (MSBA) standards. This **Add/Alternate** task option will be discussed with the Consultant prior to award of contract, and if beneficial to the study, and can be completed within the project budget without compromising the other study objectives, will be added to the contracted work scope.

Task 8 Deliverables:

- Meeting with PRSD staff
- Memorandum with table comparing existing facility features to a prescribed set of standards

Town Manager

From: Timothy D. Zessin [REDACTED]
Sent: Thursday, March 30, 2023 12:20 PM
To: Town Manager
Subject: RE: PFAS link

Angus,

I recommend the following motion for this purpose:

“I move for the Town to join the National Rural Water Association PFAS Contamination Lawsuit and, further, to authorize the Town Manager take any necessary steps to allow the Town to join the lawsuit.”

Let me know if you have any questions.

Tim

Timothy D. Zessin, Esq.

KP | LAW
 101 Arch Street
 12th Floor
 Boston, MA 02110
 [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 its attachments, if any, and destroy any hard copies you may have created and notify me immediately.

From: Town Manager <townmanager@wnewbury.org>
Sent: Thursday, March 30, 2023 10:47 AM
To: Timothy D. Zessin [REDACTED]
Subject: Re: PFAS link

Could your or Mark Reich provide a recommended form of motion for the Select Board to vote? 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 mobile device

On Mar 30, 2023, at 10:40 AM, Timothy D. Zessin [REDACTED] wrote:

Hi Angus,

I think the easy answer is that the town should join the litigation; otherwise you won't share in any of the settlement proceeds. Attached is the slides that were presented by my colleague Mark Reich during the virtual presentation.

Tim

Timothy D. Zessin, Esq.

KP | LAW

101 Arch Street

12th Floor

Boston, MA 02110

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 its attachments, if any, and destroy any hard copies you may have created and notify me immediately.

From: Town Manager <townmanager@wnewbury.org>

Sent: Thursday, March 30, 2023 10:11 AM

To: Timothy D. Zessin [REDACTED]

Subject: Re: PFAS link

Is this an easy answer (re what action KP is recommending)? I'm wondering if your office may be working on a more detailed update/recommendation you'd be sending around to all of your clients?

I did not have time to attend the recent Napoli webinar but our new Water Superintendent Mark Marlowe participated and keeps pressing me as to whether/when the Select Board will sign on. While I shared the recent email with the Board, I wouldn't bring anything for Board action until I know what action I'm requesting.

(BTW Mark got his T-2 Treatment License last Friday from the Board of Licensure, so is officially the new Superintendent). Thanks -

Angus Jennings, Town Manager

Town of West Newbury

Town Office Building

381 Main Street

West Newbury, MA 01985

On Mar 23, 2023, at 1:35 PM, Town Manager <townmanager@wnewbury.org> wrote:

Thanks! What action is KP recommending to its municipal clients on this?

From: Timothy D. Zessin [REDACTED]
Sent: Thursday, March 23, 2023 12:21 PM
To: Town Manager <townmanager@wnewbury.org>
Subject: RE: PFAS link

Hi Angus,

Despite the issues with the website, this is a legitimate email from Napoli Shkolnik, the firm KP has partnered with on PFAS litigation matters. Attached is a recent email sent to our clients. I will see if the webinar was recorded.

Thanks
Tim

Timothy D. Zessin, Esq.
KP | LAW
101 Arch Street
12th Floor
Boston, MA 02110
[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 its attachments, if any, and destroy any hard copies you may have created and notify me immediately.

From: Town Manager <townmanager@wnewbury.org>
Sent: Thursday, March 23, 2023 11:49 AM
To: Timothy D. Zessin [REDACTED] >
Subject: RE: PFAS link

The link is a bit glitchy for me too... it did open, but slowly.

[NRWA PFAS · Napoli Shkolnik \(napolilaw.com\)](https://www.napolilaw.com/NRWA-PFAS)

Here is a screenshot.

Town Manager

From: Town Manager
Sent: Thursday, March 30, 2023 12:37 PM
To: Mark Marlowe; Bob Janes [REDACTED]; Corcoran, Larry; John Duggan; WNWater
Cc: Paul Sevigny; Jane Krafton
Subject: PFAS litigation
Attachments: 2023 PFAS PPT - General_ KP Law (002).pdf

BOWC,

Following on Mark Marlowe's recent participation in the webinar re the PFAS Contamination lawsuit, we obtained from KP Law the attached slide deck. Their advice to their municipal clients is that the Select Board vote to join the National Rural Water Association PFAS Contamination Lawsuit. The Select Board has been provided this information, and will be asked to consider this action at their next regularly scheduled meeting on April 10th. If you have comments or recommendations you'd like included in the Select Board's meeting packet, please send them my way.

Thanks,
Angus

p.s. Paul/Jane – please share this info with the BOH as well, 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



WORKING TO FIGHT WATER CONTAMINATION

A Cost Recovery Program

KP | LAW

The Leader in Public Sector Law



**NAPOLI
SHKOLNIK PLLC**
ATTORNEYS AT LAW

SPEAKERS

HANK NAUGHTON, PARTNER

Mr. Naughton served 26 years as a member of the MA House of Representatives where water quality, purity and the protection of watersheds was always a high priority. His father worked for his hometown water department for over 40 years. This personal connection to the water industry only strengthens Hank's resolve to advocate for clean water nationwide. Hank is also a veteran of multiple tours with the U.S. Army in Iraq and Afghanistan and continues to serve in the National Guard.

SAM WADE, WATER CONSULTANT

Sam Wade began his water industry career in the Minnesota Rural Water Association before joining the National Rural Water Association (NRWA). After 36 years at the NRWA, Sam retired as CEO of the organization. During his leadership tenure, the NRWA did expanded training and technical assistance programs and filed a cost recovery legal action against the manufacturers of PFAS forever compounds. In June of 2020, Sam joined Napoli Shkolnik as a Water Consultant.

OVERVIEW

- PFAS Background
- PFAS Sources
- Industries
- EPA Health Advisory / Health Issues
- Maps
- Regulatory Landscape / Litigation Status
- Leadership & Results

PFAS (The Everywhere and Forever Chemicals)

Perfluoroalkyl and Polyfluoroalkyl Substances are a group of man-made chemicals that include PFOA, PFOS, GenX, and many others.

Manufacturers

PFOA/PFOS

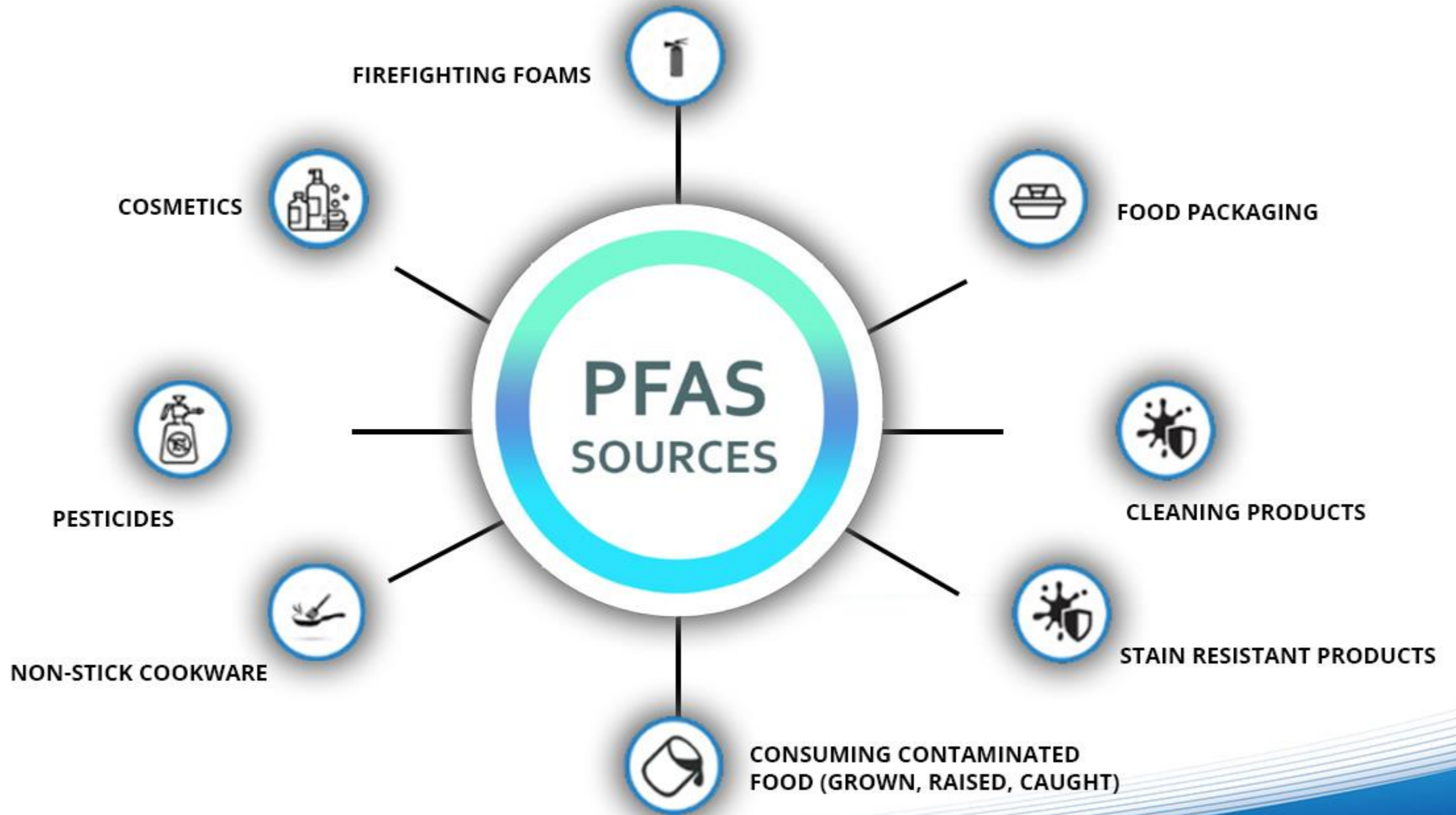
3M/Dyneon	Clariant
Asahi Glass	Daikin
Arkema	Dupont
Ciba	Solvay

AFFF

3M
Ansul
Amerex
Buckeye

Chemguard
Kidde
National
Foam
Tyco

PFOS was solely produced by 3M in the U.S.



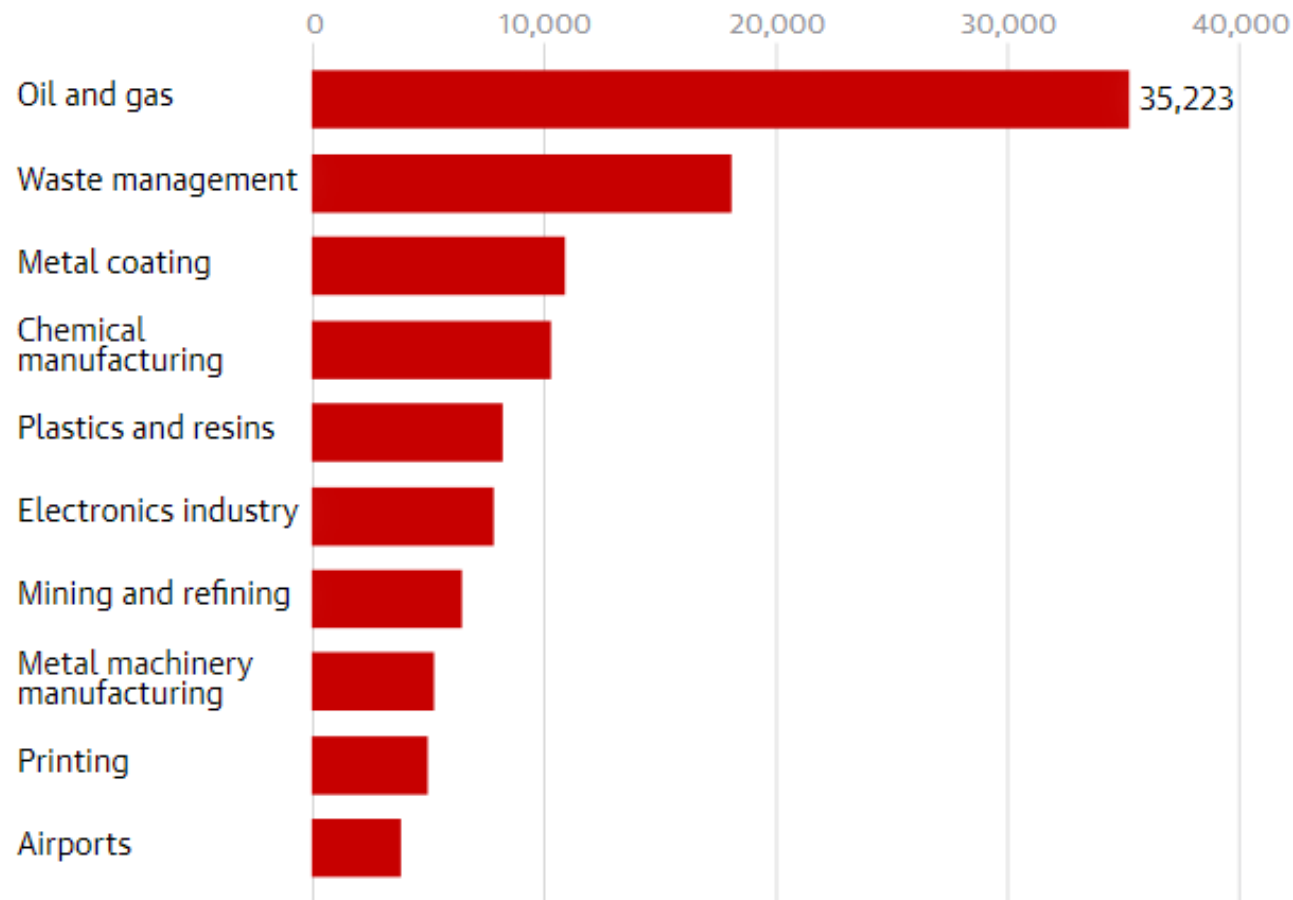
Primary Sources of Water Contamination

- Manufacturing
- Landfills
- Bio Solids
- AFFF Use
 - Airports | Military Bases | Firefighting | Firefighting Academies

Industries/manufacturing Handling and storing PFAS

Facilities potentially handling PFAS - top 10 industries

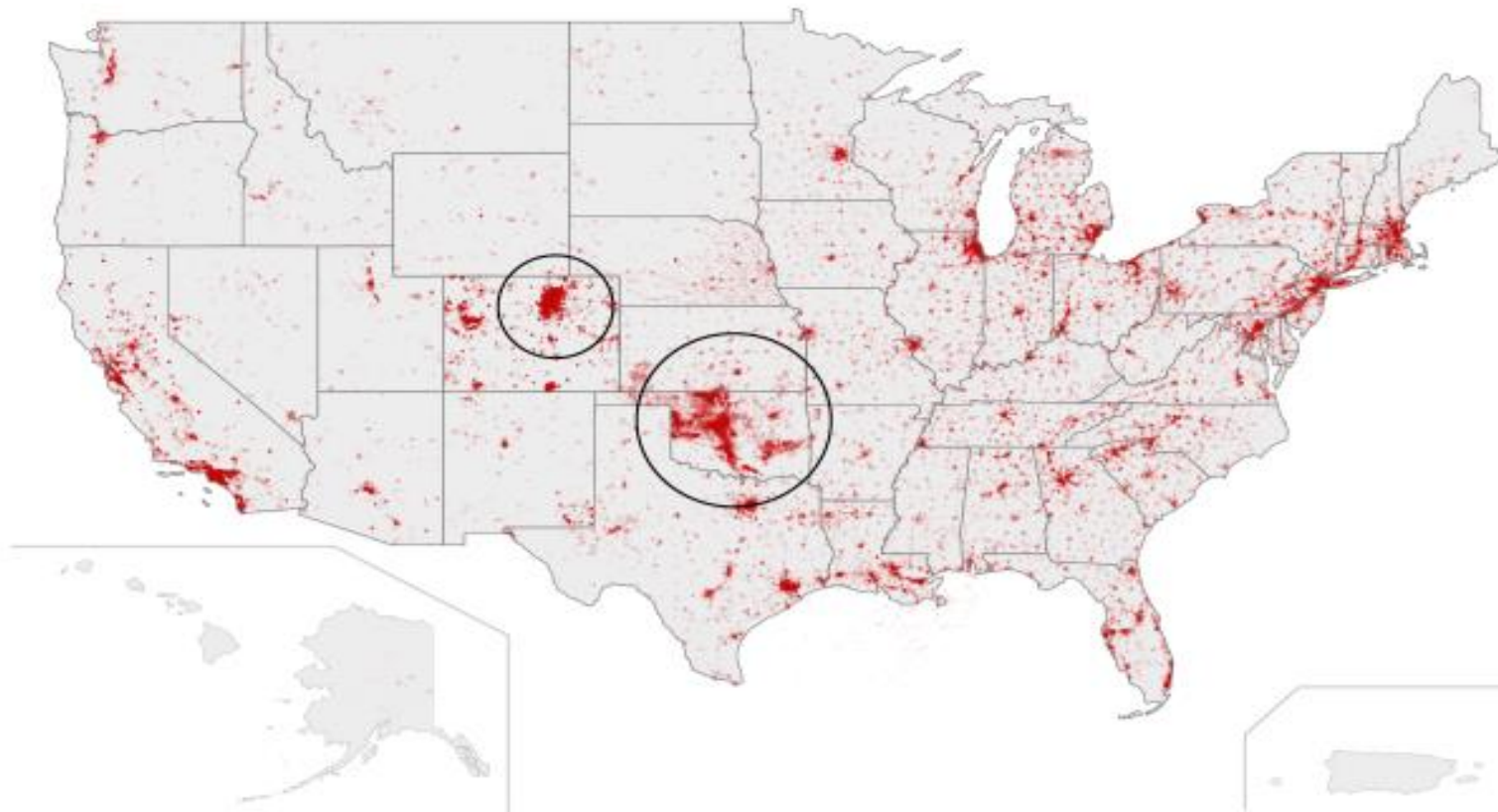
Facilities may be counted twice if they belong to multiple industries



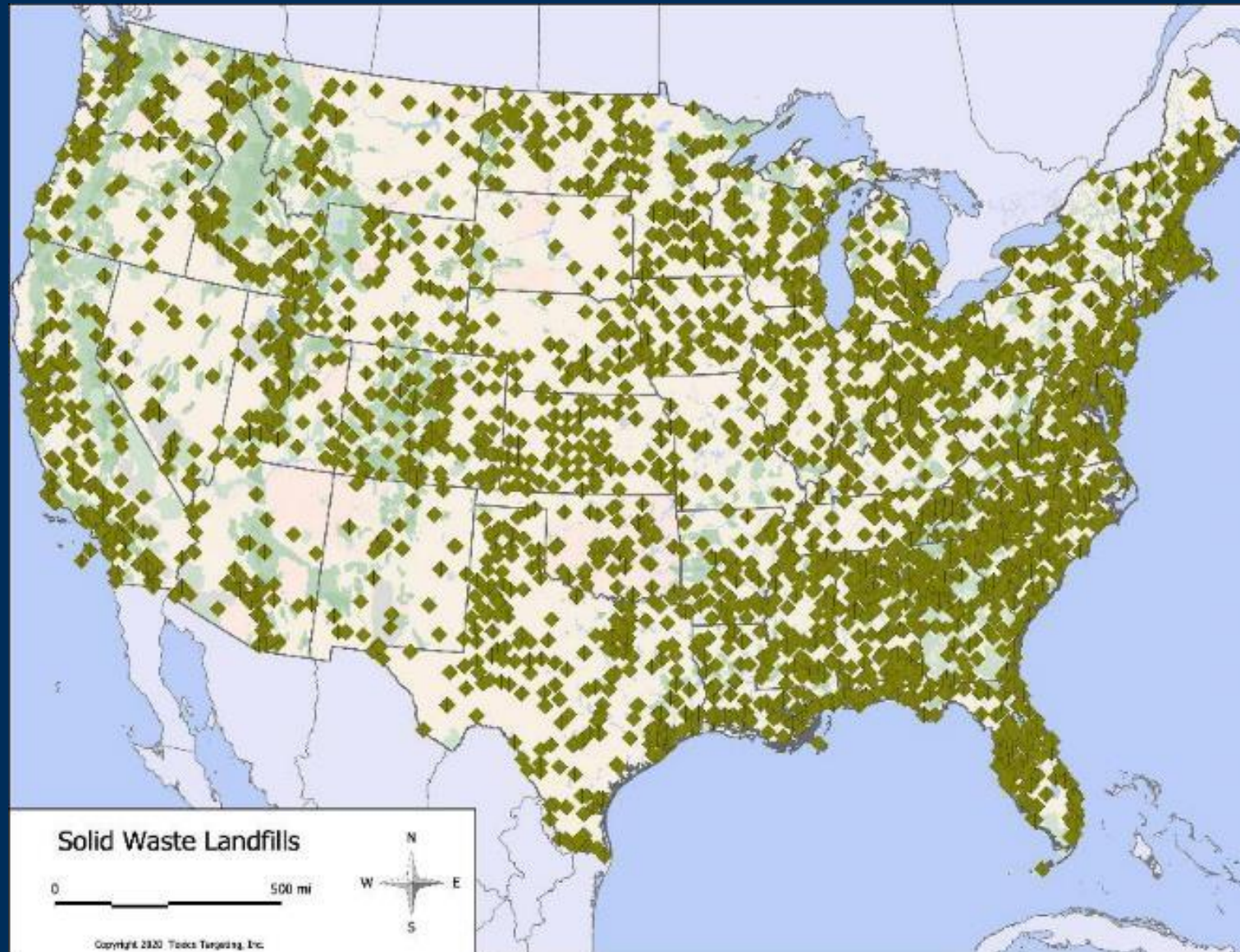
Guardian graphic. Source: US Environmental Protection Agency

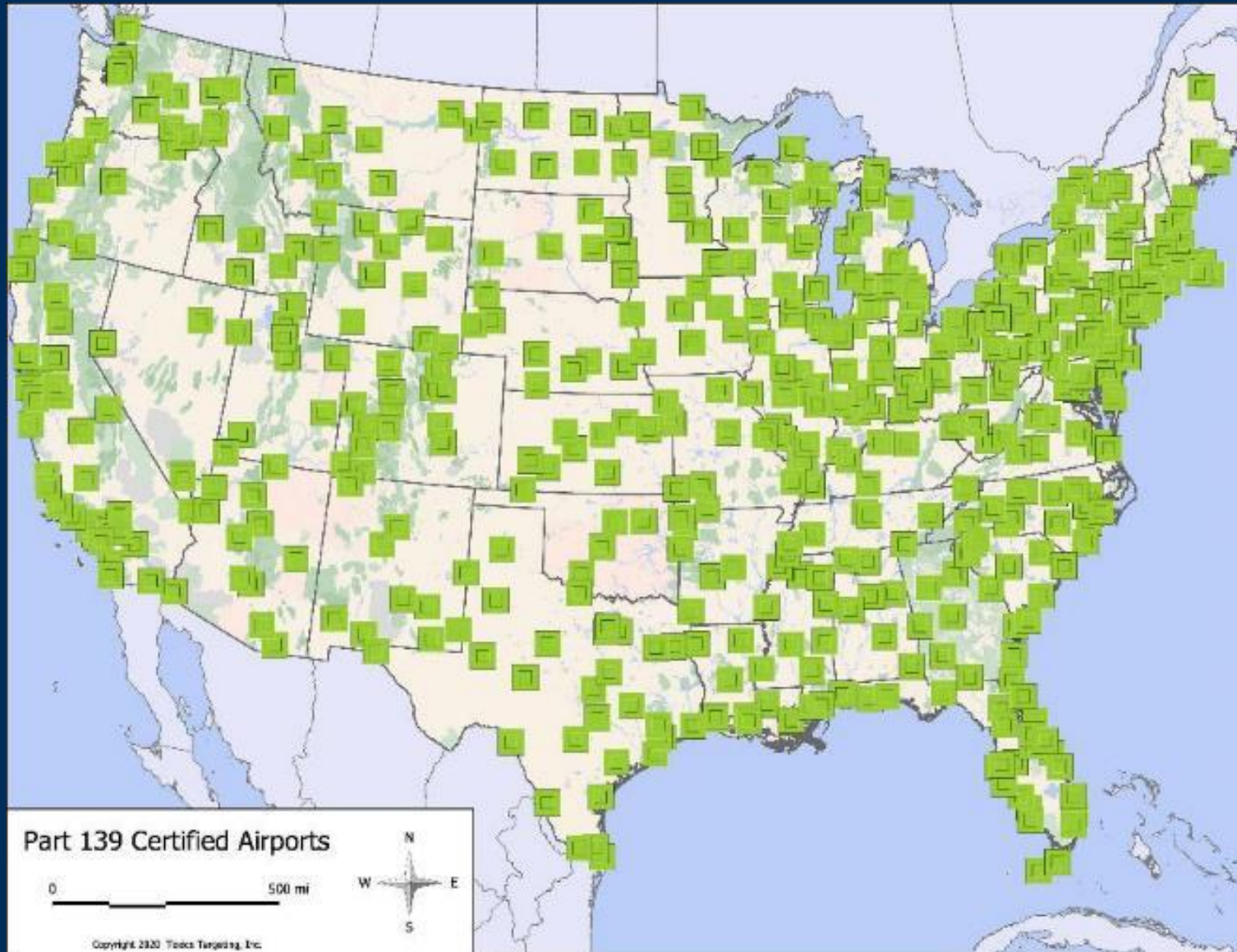
The EPA identified more than 120,000 facilities that may expose people to PFAS

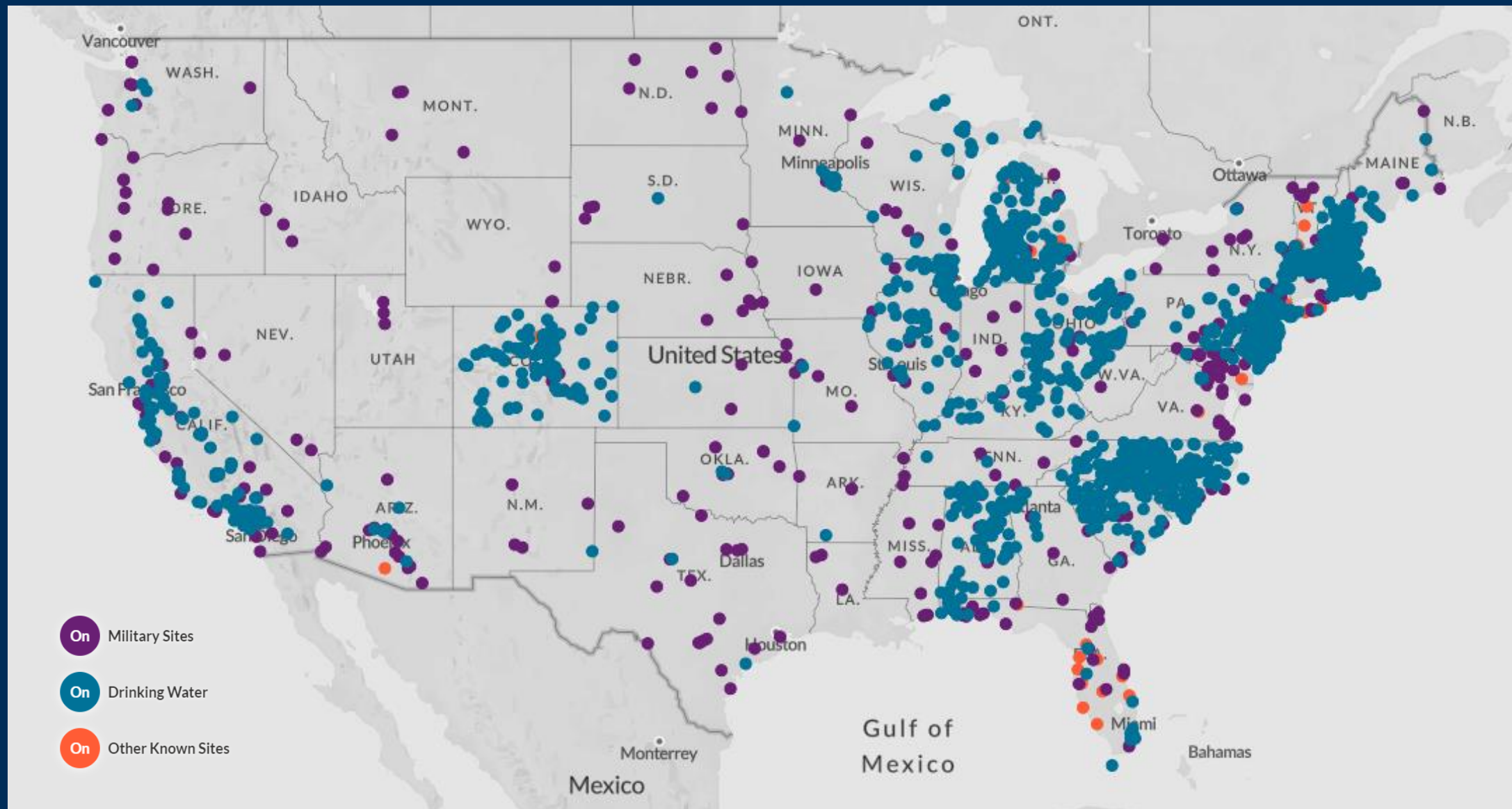
The biggest clusters of facilities are in Oklahoma and Colorado



Guardian graphic. Source: US Environmental Protection Agency







Source: https://www.ewg.org/interactive-maps/pfas_contamination/map/

Exposure Increases the Risk for:

- Kidney Cancer
- Preeclampsia
- Testicular Cancer
- Thyroid Disease
- Ulcerative Colitis
- Bladder Cancer
- Blood Cancers
- Liver Cancer
- Pancreatic Cancer
- Prostate Cancer
- Thyroid Cancer
- Breast Cancer

EPA Health Advisory Limits



Regulation Landscape

- Revised Health Advisory (June 2022)
 - Though not enforceable, these limits play a significant role in setting federal and state drinking water limits.
- Establish a MCL under the Safe Drinking Water Act
- Declare PFOA/PFOS a Hazardous Substance
- UCMR 5 Testing

Red Alert

- PFOA and PFOS will be subject to a MCL of 4 ppt (parts per trillion). This will be determined by a running annual average. The MCLG for PFOA and PFOS will be zero.
- 4 additional PFAS (PFNA, PFHxS, PFBS, and GenX) will be subject to an MCL determined by a unitless “hazard index”- which will be the sum of the individual ratios of these 4 PFAS. This is intended to regulate the individual chemicals plus a mixture of these chemicals.
- The rule contains standard monitoring, public notice, and treatment requirements.
- EPA is taking comments for 60 days on the rule, plus their decision to regulate the 4 additional PFAS. The rule is expected to be finalized at the end of 2023 or the beginning of 2024. Compliance will begin 3 years after the rule is promulgated.

Treatment

- Activated Carbon
 - Granulated or Powdered
- Ion Exchange Resin (IX)
 - Reverse Osmosis
 - RO and Nanofiltration (NF)
- Advanced Oxidation
 - Ozone
 - Catalyzed Hydrogen Peroxide (CHP)

Remediation

- Pump and Treat
- Excavation and Treatment
- Excavation and Disposal
- Stabilization
 - Activated Carbon and Aluminum Hydroxide

Status of Litigation

August 2022

Government Contractor defense rejected

November 2022

Settlement Mediator appointed by the Court

June 2023

Bellwether Trial Scheduled

Current

Time Sensitive Deadlines

WHAT SETS US APART

Nationwide Representation

- Experience Managing Large, Complex Litigation
- Dedicated Environmental Department
- Regular Communication
- Conflict Free, Work with Local Counsel
- Investigative Resources
- Customized Approach
- Personalized Attention

A Cost Recovery Program

- Cost Recovery, Not Punitive
- Does not impact local companies
- No upfront costs, but you must register
- Zero cost if no recovery specifically for your system
- Positive action for the Rate Payer

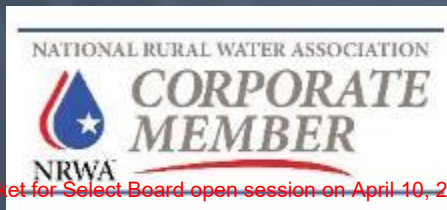
CONTACT US

Paul Napoli
(347) 379-1076
pnapoli@nspirlaw.com

Mark Reich
(617) 556-0007
mreich@k-plaw.com

REGISTER

www.napolilaw.com/nrwa-pfas





TOWN OF WEST NEWBURY

381 Main Street
West Newbury, MA 01985
978-363-1100 ext. 135
978-363-1826 (Fax)

RENTAL FEE SCHEDULE

	Commercial or Private Functions	Non-Profit Organizations	West Newbury Organizations
1910 Building 2 nd Floor Meeting Room	\$10/hour*	\$5/hour*	FREE**
Bandstand	\$40 flat rate fee	\$20 flat rate fee	\$20 flat rate fee
Mill Pond Recreation Building	\$75 flat rate fee	\$40 flat rate fee	\$40 flat rate fee

**4-hour rental maximum*

Annex	\$50/hour	\$25/hour	FREE**
Old Town Hall (across from GAR Library)	\$50/hour	\$25/hour	FREE**
Set-up/breakdown/access to reserved space prior to event	No charge for one hour prior and one hour after event. Current hourly rate per each additional hour.		

Fee only to be waived if food is **not present at event*

All fees include the use of available equipment (i.e. tables, chairs, stage, etc.)

TERMS AND CONDITIONS OF USE:

- 1.) Renters must leave the facility in the condition in which they found it or may incur an additional cleaning fee. Tables and chairs must be returned to storage area. All trash and recycling must be removed by renter or properly bagged and placed at Annex door for removal by the custodian. The Town does not have a custodian on staff during events. Please contact Dispatch, if the Town officers are closed, at 978-363-1213 with any issues.
- 2.) No open flames; i.e. candles, torches, etc. (Chafing trays with sternos are allowed).
- 3.) Exits and entrances must be kept clear. Tables must be a minimum of 6 feet from exits and entrances.
- 4.) All decorations must be fire resistant.
- 5.) No live trees or shrubs allowed, including Christmas trees.
- 6.) No smoking inside buildings; smokers must be outside of the building 20 feet from all entrances and exits.
- 7.) If deemed necessary to maintain the safety of the public, a Fire Watch (Fire Dept. representative) may be required, at the then-current hourly fee.
- 8.) No fog machines or fake smoke machines allowed. **Absolutely NO balloons allowed in the Annex.**
- 9.) Permits are required for temporary signs. No signs are allowed on public property without prior approval by the Select Board.
- 10.) The Town reserves the right to assign a facility based on the number of attendees, days and hours of use, type of event, etc.
- 11.) Fee waivers will **not** be accepted for any event where food is involved, regardless of non-profit status.

**PLEASE NOTE: IF YOU ARE APPLYING TO OFFER ANY KIND OF CAMP FOR CHILDREN, YOU MUST GET PRIOR APPROVAL FROM THE BOARD OF HEALTH
978-363-1100 x118**

ARTICLE REQUEST FORM

ARTICLE: Propose to accept the provisions of M.G.L. c.166, §32A related to Assistant Electrical Inspectors

AMOUNT REQUESTED: n/a

CONTACT PERSON: Angus Jennings, Town Manager

PHONE NUMBER: 978-363-1100 x111

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

The adoption of this section of Mass. General Laws (M.G.L.) is to ensure the allowance for an Assistant Electrical Inspector employed by the town to perform private work in the same town, provided that the work is inspected by either an assistant inspector or an inspector from another municipality.

What factors affect the timing of this purchase?

This is consistent with past and current practice, but a record of prior Town Meeting adoption of this section of M.G.L. has not been found.

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

N/A

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.

Part I	ADMINISTRATION OF THE GOVERNMENT
Title XXII	CORPORATIONS
Chapter 166	TELEPHONE AND TELEGRAPH COMPANIES, AND LINES FOR THE TRANSMISSION OF ELECTRICITY
Section 32A	INSPECTOR OF WIRES WORKING AS ELECTRICIAN; INSPECTION BY ASSISTANT INSPECTOR

Section 32A. In a city, town or district which accepts this section, a licensed electrician who is appointed inspector of wires may practice for hire or engage in the business for which licensed under the applicable provisions of chapter one hundred and forty-one while serving as such inspector; provided, however, that within the area over which he has jurisdiction as wiring inspector he shall not exercise any of his powers and duties as such inspector, including those of enforcement officer of the state electrical code, over wiring or electrical work done by himself, his employer, employee or one employed with him. Any such city, town or district may in the manner provided in the preceding section appoint an assistant inspector of wires who shall exercise the duties of inspector of wires, including those of enforcement officer of the state electrical code, over work so done. Said assistant inspector may act in absence or disability of the local inspector and for his services shall receive like compensation as the city, town or district shall determine.

This section shall take effect upon its acceptance in a city, by vote of the city council, subject to the provisions of the charter of such city; in a town, by vote of the board of selectmen; in a municipality having a town council form of government, by a vote of the town council, subject to the provisions of the charter of such municipality and in a district, by vote as above provided of the cities and towns of the district.

Rolling Expression of Interest (EOI) for MVP FY24 Action Grant



MVP

Municipal Vulnerability
Preparedness

Eligible applicants can complete the form below to indicate interest in applying for FY24 MVP Action Grant funding. This process is optional but strongly encouraged and intended to provide potential applicants with feedback on their project ideas before submitting a formal application during the Request for Responses (RFR) period (tentatively expected to open end of March 2023).

EOI Timeline: We will review EOIs on a rolling basis. Earlier submissions will be prioritized for feedback with the MVP staff and will be given feedback from a wider range of state agencies. The deadline to submit this form for more detailed feedback is Friday, January 20, 2023. The final deadline to submit this form to receive more limited feedback is Friday, February 3, 2023.

Number of Submissions: Each applicant should limit EOIs submitted to a maximum of 2 (i.e., 2 different potential project ideas).

Anticipated Amount of Grant Funding to be Awarded in FY24 Round: ~\$20 million

Next Steps: MVP staff will contact you after submission of the EOI to discuss the project before the RFR is released. If for some reason you don't hear from us by March 2023, please reach out to your [MVP Regional Coordinator](#) directly.

Disclaimers:

- Please note that while this EOI process is provided as a courtesy to help create a competitive application. Positive feedback during the EOI stage does not guarantee that a project will ultimately be funded.
- This form is for informational purposes- not a formal application. As such, proposed dates and estimated cost amounts are non-binding.

At the end of this form, you'll also be asked to indicate interest in participating in our new MVP 2.0 program. See the section at the end of this form for details.

Interested applicants with additional questions regarding the MVP program are encouraged to contact their [Regional Coordinator](#).

Contact Information:

Name of Lead Applicant (E.g., Town/City of XX)*

Town of West Newbury

Name of Supporting Applicants (e.g., Town/City of XX; if applicable)

Name of Contact*

Christine

First Name

Wallace

Last Name

Contact Title and Agency/Department

DPW Program and Project Manager

MVP Region*

Northeast (Michelle Rowden)

Phone

(978) 363-1100 ext. 130

Email*

dpwprojects@wnewbury.org

MVP Action Grant Project Idea

Note: Please reference [last year's scoring criteria](#) when thinking through whether your project will be competitive for the program. Competitive action grants align with MVP's [Core Principles](#).

Project Title*

Evaluating NBS to Promote Resiliency: River Road

Maximum of 50 characters

Project summary:

Please also see supplemental attachment. The Town of West Newbury seeks MVP Action Grant funds to address flood risk and bank stability concerns at vulnerable locations along the Merrimack River. The Town is interested in evaluating the flood risk due to more frequent and extreme flooding events caused by climate change and sea level rise, and how this risk may affect residences, access to residences, and roadways. Specifically, the interest is along River Road and the lower portions of Coffin Street and Bridge Street where they intersect with River Road. This directly affects the Rocks Village Bridge, which is a critical connector to Haverhill and Merrimac, neighboring municipalities with EJ communities. Among other things, school buses serving West Newbury and Merrimac traverse this bridge, as do commuters and others from and to adjacent areas and beyond. Additionally, the Town seeks to proactively

Maximum of 350 words identifying goals and activities of the project.

Address for Project Location (enter town hall address for town-wide projects)*

Town Office Building

Address Line 1

381 Main Street

Address Line 2

West Newbury

City

Massachusetts

State

01985

ZIP Code

What climate impact(s) will this project address?*

- ☒ Coastal Erosion
- ☒ Coastal Flooding
- ☐ Drought
- ☒ Ecological Changes
- ☐ Extreme Heat
- ☒ Inland Flooding
- ☐ Landslide
- ☒ Severe winter storm, tropical storm, Nor'easter, tornado
- ☒ Other extreme weather
- ☐ Other:

It is possible to address more than one impact with a project.

Describe how this project will address identified climate hazard(s)

This project is identified in the Town's MVP Final Report, which included River Road erosion (part of Item #7, Sto

Maximum of 100 words

Project Type*

- ☒ Type 1 - Planning, Assessment, Capacity Building & Regulatory Updates
- ☐ Type 2 - Design & Permitting
- ☐ Type 3 - Construction & On-the-ground Implementation

Please contact your Regional Coordinator with questions about the best fit for your project

Approximate total population that will benefit from this project*

Between 10,000 and 50,000

Estimated number of individuals

Approximate geographic area served and/or project location:*

Region (multi-town) ▼

Site specific projects will benefit a specific location on the scale of a single parcel or street. Neighborhood-scale projects will benefit multiple parcels and/or streets. Area projects will benefit multiple neighborhoods on the scale of a school district, voting ward, zoning district, etc. Town-wide projects benefit an entire town. Regional projects benefit more than one town.

Environmental Justice and Climate Vulnerable Populations

Environmental Justice is defined as a census block group in which one or more of the following criteria is met, and as depicted the [Massachusetts EJ Viewer Map](#):

- the annual median household income is not more than 65% of the statewide annual median household income
- 40% or more of its population are minority, including individuals who identify themselves as Latino/Hispanic, Black/African American, Asian, Indigenous people, and people who otherwise identify as non-white
- 25% or more of households lack English language proficiency
- minorities comprise 25% or more of the population and the annual median household income of the municipality in which the neighborhood is located does not exceed 150% of the statewide annual median household income

Climate Vulnerable Populations are those who have lower adaptive capacity or higher exposure and sensitivity to climate hazards like flooding or heat stress due to factors such as access to transportation, income level, disability, racial inequity, health status, or age.

Please describe aspects of proposed project that will benefit EJ or Climate Vulnerable population(s).

West Newbury does not contain an Environmental Justice community. However, the area of River Road near Bri

Maximum of 150 words

Are the impacted EJ and/or Climate Vulnerable population(s) supportive of the project? (Support should be demonstrated in the application-applicants should seek support/involvement now at the project idea phase.)

Outreach about these projects has had a very positive reception. Residents strongly support this project and vol

Maximum of 150 words

Please describe how nature-based solutions (NBS) are incorporated into the overall vision of your project (or why they are not). Nature-Based Solutions (NBS) are adaptation measures focused on the protection, restoration, and/or management of ecological systems to safeguard public health, provide clean air and water, increase natural hazard resilience, and sequester carbon. Incorporating NBS in local planning and design projects produces long-term solutions that benefit human and natural systems.

This project proactively addresses future climate vulnerabilities by evaluating how the MORIS flooding models tr

Maximum of 150 words

Estimated grant request:*

Between \$150,000 and \$200,000 ▼

Important note: Awardees must provide at least 25% of the total project cost with cash and/or in-kind contributions from non-state sources except for communities listed in Attachment N of the RFR that must provide 10%.

Anticipated project timeframe:*

- ☐ FY 24 (completed by June 30, 2024)
- ☒ FY 24 and FY 25 (completed by June 30, 2025)

Keywords

- ☒ Stormwater Management
- ☒ Energy Resilience
- ☒ Climate Adaptation Plan
- ☒ Trees and Forests
- ☐ Regulations, Zoning, Policy
- ☒ Inland Flooding
- ☐ Dam
- ☒ Redesign and Retrofit
- ☒ Data and Mapping
- ☒ Social Resilience
- ☒ Watershed Management
- ☒ Green Infrastructure
- ☒ Nature-Based Solution
- ☐ Environmental Justice
- ☒ Civic Engagement
- ☒ Public Outreach
- ☒ Climate Education
- ☒ Open Space Preservation
- ☒ Stream Crossing
- ☒ Culverts and Small Bridges

- ☒ Coastal Flooding
☐ Soils
☒ Other:

Civic Engagement, Nature-Based Solution, Coastal Flooding

Please select 1-3 key words that will be helpful in sorting your EOI for review

Do you have any project-specific questions for MVP staff?

Optional: Upload a supporting document related to the project.

FY24 MVP EOI Attachment-River Rd West Newbury.pdf

File uploads may not work on some mobile devices.

Make sure it is referenced in the project abstract and the file name is clear. File size cannot exceed 20 MB.

Piloting MVP 2.0

We are excited to pilot a new MVP planning program in the 2023 (FY24) grant round! The new MVP 2.0 program will provide communities with guaranteed upfront funding to:

- **Expand their Core Team to include a more diverse array of community members in climate resilience planning and action**
- **Receive innovative virtual training on climate resilience best practices, equity, and environmental justice**
- **Reset priorities in their current MVP plans based on this new knowledge and engagement, and**
- **Receive technical assistance and guaranteed funding to develop and implement an action project.**

Any community that has gone through the original MVP planning process and is interested can apply to pilot the program. If there is a lot of interest, we will prioritize municipalities whose MVP plans are 5 years old (completed in 2017/2018). Participating in the pilot will not affect Action Grant eligibility in the FY24 round. In the future, we do plan to require all communities to undergo the new program to maintain eligibility to apply to Action Grants, so you would be getting a head start! Your Regional Coordinator can provide more information on your EOI call.

After reading the above, are you interested in piloting MVP 2.0 in the FY24 round? *

- ☒ Yes
☐ No
☐ N/A

Do you have any specific questions about participating in the MVP 2.0 pilot program?

Could MVP staff help facilitate partnering with other communities?

Note we expect to hold a webinar on the program in the spring before the RFR is released.

Check the box below when you are ready to submit this form (this prevents the form from being submitted prematurely). You must also click the "submit form" button below. *

- ☒ I am ready to submit.

[Save and Resume Later](#)

Submit Form

FY 2024 MVP Action Grant Expression of Interest (EOI) Project Summary

Town of West Newbury, MA

January 9, 2023

Evaluating Nature-Based Solutions (NBS) to Promote Resiliency: River Road, West Newbury

The Town of West Newbury seeks MVP Action Grant funds to address flood risk and bank stability concerns at vulnerable locations along the Merrimack River. The Town is interested in evaluating the flood risk due to more frequent and extreme flooding events caused by climate change and sea level rise, and how this risk may affect residences, access to residences, and roadways. Specifically, the interest is along River Road and the lower portions of Coffin Street and Bridge Street where they intersect with River Road. This directly affects the Rocks Village Bridge, which is a critical connector to Haverhill and Merrimac, neighboring municipalities with EJ communities. Among other things, school buses serving West Newbury and Merrimac traverse this bridge, as do commuters and others from and to adjacent areas and beyond. Additionally, the Town seeks to proactively explore climate resiliency solutions to providing access to houses that may be impacted by road erosion and flooding. This assessment will allow Town officials and residents to better understand the timeline and locations of future flooding and explore both interim and long-term climate adaptation strategies. It also must understand the problem to plan and seek alternatives to foster resiliency. The proposed project consists of an existing conditions survey of the river bank and stormwater infrastructure, hydraulic modeling of the river and drainage systems to predict flooding and erosion vulnerabilities, development of conceptual plans for green shoreline stabilization and concepts for infrastructure improvements or adaptations, and improve public and Town official understanding of future infrastructure vulnerability in order to plan climate-smart strategies.

River Road (and adjacent Coffin, Church, and Bridge Streets, the latter being critical to Rocks Village Bridge access) has been identified through the MVP planning process as prone to flooding and vulnerable to erosion. Portions of the road are very close to the bank of the Merrimack River, which is tidal in this stretch. In addition to vital bridge access, 55+ homes both on River Road and further inland will be impacted by increasingly intense storm events, rising sea levels and eroding banks at River Road and adjacent roadways and there is no alternative access to these homes. River Road is also a popular destination for public recreation such as biking, walking, running, and bird watching, drawing people from the region over forty miles away.

The first phase of the project consists of an existing conditions survey of the river bank and stormwater infrastructure. We will evaluate the condition of the existing shoreline, paying particular attention to areas with evidence of unstable banks, erosion, slumping, and document current land cover along the shore, including submerged aquatic plants that attenuate wave energy. We will identify areas suitable for fully green living shoreline solutions, focusing on strategies that both protect the road and restore Riverine bank and wetland habitat. We will also evaluate existing culverts and other potential surface water conveyances (i.e., drainage ditches) in the area of interest to identify conditions that may contribute to flooding.

The next phase of the project consists of hydrologic and hydraulic modeling of the river and drainage systems to predict flooding and erosion vulnerabilities. This task includes hydraulic modeling of the Merrimack River to evaluate flood vulnerability during increased precipitation events and coastal storms and to identify areas with relatively higher velocities where the riverbanks may be at risk of erosion. This phase also includes a hydrologic and hydraulic analysis of local streams and culverts that cross River Road, Coffin Street, or Bridge Street. This analysis will model culvert discharge rates, velocities, and flow depths.

This last phase of the project will include development of concepts for green shoreline stabilization and concepts for infrastructure improvements. We will prepare concepts for shoreline stabilization where deemed necessary. In areas identified as suitable for green or hybrid shoreline protection, a range of possible solutions will be considered that utilize native plant communities or naturally-occurring materials. We will also prepare concepts for increased resiliency of infrastructure elements at risk of future flooding. Options may include elevating roads, replacing/enlarging culverts, rerouting portions of the road, installing floodwalls, or other measures.

Throughout the project, there will be significant community engagement and public education. Residents strongly support this project and voted in favor of appropriating \$50,000 for the project at the November 2022 Town Meeting. We will host public meetings to allow the public to better understand future flood risk with models like those available through MORIS and what's developed during the assessment, update the public on the project progress and results, seek public input through surveys and during the community engagement events, and develop educational materials. We aim to work with Yankee Clipper Harbor Tours and Plum Island Kayaks to develop educational tours that feature nature of the Merrimack River and potential climate resiliency issues. In addition, we have commitments from grassroots organizations such as garden clubs, school district environmental clubs, West Newbury Wild and Native, and the Gulf of Maine Institute to assist with public engagement and promote stewardship activities that will increase resiliency. Public participation is also a component of the Hazard Mitigation Plan the Town is currently working on, which is timely in terms of coordinating additional funding for future project implementation.

For additional information, see the supplemental attachment for the proposed scope of work from GEI consultants, and also see the project webpage at: <https://www.wnewbury.org/home/town-projects/pages/river-road-climate-change-resiliency>



Consulting
Engineers and
Scientists

Revised August 5, 2022
March 26, 2021
Proposal 2101052

Via email: rparker@wnewbury.org

Mr. Rick Parker
Town of West Newbury
381 Main Street
West Newbury, MA 01985

Dear Mr. Parker:

**Re: Proposed MVP Action Grant Tasks
West Newbury MVP Action Grant
West Newbury, Massachusetts**

GEI Consultants Inc. is pleased to present the Town of West Newbury Municipal Vulnerability Preparedness (MVP) Team with a suggested scope of work and task list to aid the Town in applying for an MVP Action Grant in 2023. It is our understanding that the Town of West Newbury is interested in evaluating the flood risk due to more frequent and extreme flooding events caused by climate change, and how this risk may affect residences, access to residences, and roadways. Specifically, we understand that the area of interest is along River Road and the lower portions of Coffin Street and Bridge Streets where they intersect with River Road. Additionally, the Town is concerned about erosion along the banks of the Merrimack River near River Road and the potential benefit of shoreline stabilization measures such as Living Shorelines.

The Town has asked for GEI's assistance in identifying task items and cost estimates for tasks that would support an MVP Action Grant addressing the flood risk and bank stability concerns summarized above. It is our understanding that these proposed tasks and cost estimates will help the Town determine the amount of funding to seek from an MVP Action Grant. Should the Town be awarded an MVP Action Grant in 2023, GEI will prepare a separate proposal in order to contract with the Town for these suggested tasks.

Our recommended tasks are based on our local knowledge of the Town of West Newbury, our correspondence with you via email, and our participation in the West Newbury MVP Team meetings on March 10, 2021 and May 10, 2022.

About GEI

GEI is a consulting engineering firm specializing in geotechnical, environmental, water resources, and ecological services. GEI has an in-house staff of skilled and experienced environmental scientists, restoration ecologists, hydrologic and hydraulic modelers, and marine and geotechnical engineers with extensive coastal and riverine experience.

We are experts in resiliency and vulnerability studies in coastal and waterfront settings, utilizing robust coastal and riverine modeling to determine flood extents and erosion potential during increased storm conditions, future rates of precipitation, and projected sea level rise values.

GEI has significant experience in a wide range of Living Shoreline project types for a spectrum of spatial scales. GEI also has experience in combined approaches that couple structural elements with bioengineering techniques on the slope face and grading into a fully vegetated transition area at the top of the slope. GEI has found this technique to be a successful solution in challenging and dynamic coastal and riverine systems where Living Shorelines alone would not be sufficient in preventing erosion. We strive to assemble the most appropriate mix of Living Shoreline techniques for each given site.

We have included project sheets for key projects similar to what we are proposing for the Town of West Newbury and resumes for staff members that would be involved in this project.

Suggested MVP Action Grant Tasks

We recommend that the following task items be included when considering an MVP Action Grant for the Town of West Newbury. Depending on funding availability, the Town of West Newbury could choose to undertake some or all of the suggested tasks as well as consider options for phasing the tasks over multiple grant awards.

Task 1: Community Engagement

This task includes presentations at up to three public meetings, creation of public surveys to be utilized during the two community engagement events, and development of educational materials such as pamphlets, flyers, and/or website language. GEI has worked on many grant-funded municipal projects and is experienced in leading the public process to ensure all related parties are active participants in the project. The MVP program places a strong emphasis on community engagement and GEI would collaborate with the Town of West Newbury MVP Team to ensure that project goals are clearly communicated to the public and seek public input, as warranted, on important project milestones and decisions. Per our discussion on May 10, 2022, we assume that the West Newbury MVP committee will schedule, lead, and coordinate the public meetings that GEI will participate in. For the purposes of cost estimation, we assume there will be three community engagement presentations that GEI will participate in.

Task 1.1: Public Meeting #1

The first public meeting will be held at the beginning of the project to go over project goals, tasks, and a projected timeline for the project.

Deliverables: Memorandum with presentation slides, meeting materials, and meeting minutes.

Task 1.2: Public Meeting #2

The second public meeting will be held after the completion of Task 4, the Vulnerability Study. During this meeting, results of the vulnerability study will be communicated as well as an updated timeline for the remainder of the project.

Deliverables: Memorandum with presentation slides, meeting materials, and meeting minutes.

Task 1.3: Public Meeting #3

The third public meeting will be held after the completion of the remaining tasks. Here, we will communicate the overall project goals, findings, and recommendations for adaptation options, as well as recommending next steps the community can take towards increasing resilience.

Deliverables: Memorandum with presentation slides, meeting materials, and meeting minutes.

Task 2: Existing Conditions of Shoreline Survey

Evaluate the condition of the existing shoreline, paying particular attention to areas with evidence of unstable banks, erosion, slumping, and document current land cover along the shore (such as vegetation, exposed soil or bedrock, and man-made stabilization such as rip rap retaining walls, log jams, live staking and other bio-engineering methods). Shoreline gradient (i.e., slope of bank), height of bank, presence of a fringing marsh, and distance of nearest structures to the shoreline will also be documented. We will also identify structures in the river such as docks, noting whether these structures appear to be permanent or temporary. The shoreline conditions will be documented using a combination of drone footage, field visits, GIS data compilation, and historical map and imagery review. As part of this task, GEI will also identify and inventory areas suitable for fully green living shoreline solutions, areas likely requiring a hybrid solution that combines vegetation with hard armoring, and areas likely requiring a hardened shoreline such as rip rap or a retaining wall. Documenting the existing conditions provides GEI with a strong foundation moving forward in the project and ensures that we understand conditions specific to West Newbury. Our field staff is trained and licensed in operating drones and watercraft to observe hard to access locations. Drone footage of real-time uses and operations of shorelines and slopes, such as the interactions with currents and waves, the launching of watercraft, and local boat traffic patterns, has proved beneficial in acquiring comprehensive knowledge of conditions and uses of waterfront locations.

Task 2 Deliverables: Technical memo of findings to include figures documenting shoreline conditions and digital files of drone footage.

Task 3: Existing Conditions of Culverts Survey

This task consists of evaluating the condition of existing culverts and other potential surface water conveyances (i.e., drainage ditches) in the area of interest. The purpose of the investigation would be to assess the capacity limits of existing culverts and identify areas where flow may be constricted, and/or where culvert conditions may contribute to current or future flooding. GEI field staff will visit the site during a rainfall event to observe how culverts perform during storm conditions.

Task 3 Deliverables: Technical memo of findings to include tables detailing existing conditions of culverts and a figure of culvert locations.

Task 4: Vulnerability Study**Task 4.1: Merrimack River Flood Risk Analysis**

This task involves the creation of a hydraulic model of the Merrimack River to evaluate flood vulnerability during increased precipitation events and coastal storms and to identify areas with relatively higher velocities where the riverbanks may be at risk of erosion. We propose using the U.S. Army Corps of Engineers Hydraulic Engineering Center River Analysis System (HEC-RAS) software to perform this work. As part of our modeling effort we would include precipitation,

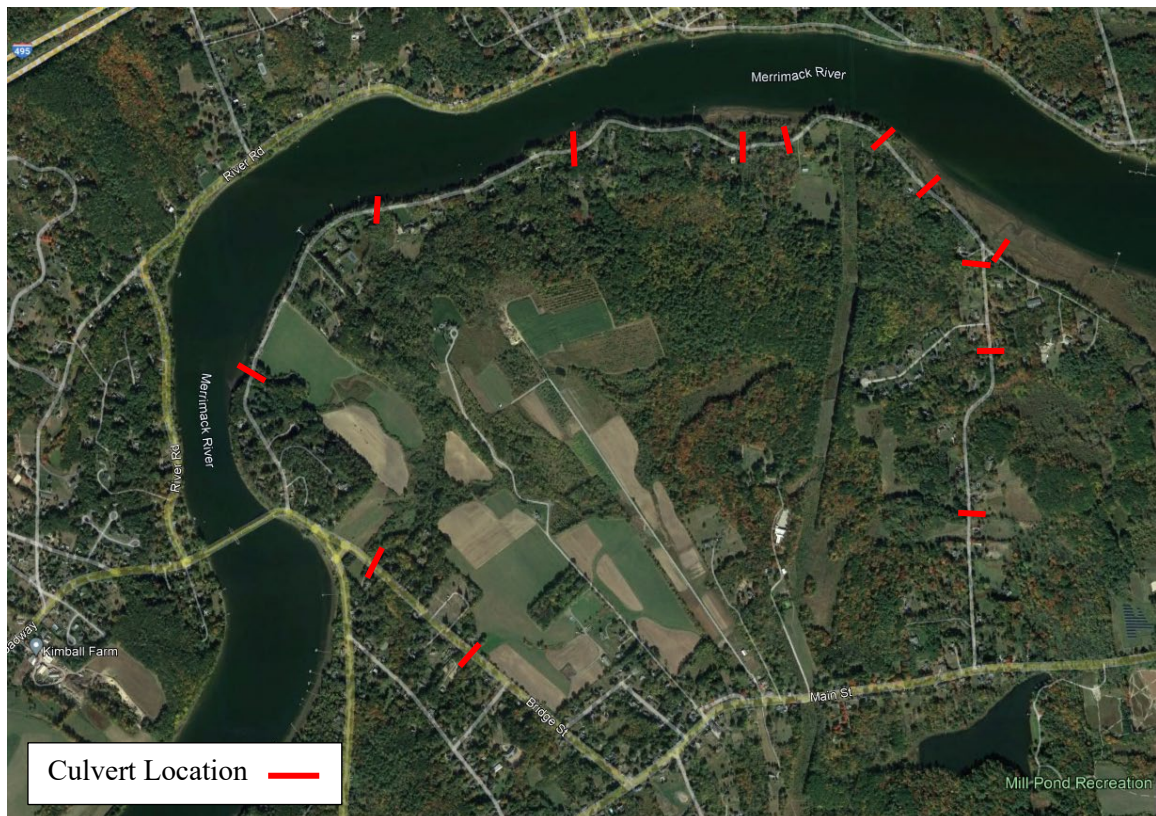
both historic amounts as well as future trends and predictions; tidal influences under existing average and storm tide cycles and future tide cycles given assumed sea level rise amounts based on the latest state guidance for the State of Massachusetts. This hydraulic model would provide information on anticipated future flood events, changes to average river flows, and sections of the river with the potential for high velocities that would potentially cause issues for river channel and shoreline stabilization. Areas identified as having higher river velocities will be compared with the shoreline survey completed in Task 2 to determine the focus for shoreline stabilization efforts and areas identified to have current and future flood risk based on the modeling efforts will be the focus for flood adaptation measures developed in Task 6.

Task 4.1 Deliverables: Technical memo of vulnerability study and figures of flood inundation boundaries.

Task 4.2: River Road Flood Risk Analysis

This task will include a hydrologic and hydraulic analysis of local streams and culverts that cross River Road, Coffin Street, or Bridge Street. Based on a review of aerial imagery, MassDEP Wetlands dataset, and USGS' StreamStats web application we have identified at least 13 possible culvert crossings to be included in the analysis. The proposed culvert locations to be analyzed are shown in the figure below:

Figure 1: Culvert Crossing Locations



We will delineate the watersheds using the readily available online digital elevation data and assess the hydrologic characteristics using available GIS data. We intend to use the Soil Conservation Service (SCS) Runoff Curve Number (CN) Method to model infiltration. To calculate the weighted curve numbers, we will use Hydrologic Soil Group (HSG) data obtained

from the NRCS Web-Soil Survey online tool and land cover (forest, impervious, grassland, etc.) data from MassGIS' 2016 Land Cover/Land Use dataset. Our work will also include developing Unit hydrographs and time of concentration estimates for the watersheds using the SCS Unit hydrograph transform method.

GEI will use information obtained in Task 3, such as culvert length, diameter, material, and relative culvert and roadway elevations, to develop a HEC-HMS model to estimate culvert discharge and depths of flow for the 2-, 5-, 10-, 25-, 50- and 100-year annual recurrence 24-hour storm events.

Precipitation estimates for the selected events will be obtained from the National Oceanic and Atmospheric (NOAA) Atlas 14 Precipitation Frequency Data Server.

Task 4.2 Deliverables: Technical memo of H&H analysis including information on each crossing's hydraulic capacity during selected storm events. The memo will also identify culvert crossings at risk of inundation during design storms.

Task 5: Conceptual Plans for Shoreline Stabilization

In this task, GEI will evaluate concepts for shoreline stabilization for up to three areas where shoreline instability was observed during Task 2. In areas identified as suitable for green or hybrid shoreline protection, a range of possible solutions will be considered that utilize native or naturally occurring materials such as plantings and logs, along with stone and timber elements, as required. GEI will develop up to two conceptual approaches at each of the three sites identified, for six total concept design plans. Plans will be conceptual in nature to enable planning and budgeting for future phases of formal design, permitting, and construction. In addition to many Living Shorelines solutions that GEI has designed for waterfront communities within the Northeast and Mid-Atlantic, GEI has worked on shoreline stabilization projects with Living Shorelines elements along the Merrimack River and is familiar with the local riverine and shoreline environment.

Task 5 Deliverables: Technical memo summarizing concept plans and development and conceptual plans of shoreline stabilization measures.

Task 6: Conceptual Plans for Infrastructure Adaptation to Flooding

GEI has had the opportunity to work on many municipal vulnerability and adaptation projects, utilizing both our modeling staff and waterfront design team. We strive to create designs to ensure that communities can continue to use their assets well into the future and during storm conditions. This task would evaluate concepts for increased resiliency of infrastructure elements at risk of future flooding. Options may include elevating roads, replacing/enlarging culverts, installing floodwalls, or other related measures. Plans generated as part of this effort will be conceptual in nature but suitable to enable planning and budgeting for future phases of formal design, permitting, and construction. We assume that we will develop two roadway design concepts, two floodwall design concepts, and two culvert design concepts.

Task 6 Deliverables: Technical memo summarizing concept plans and development and conceptual plans for up to three infrastructure categories (roads, culverts, seawalls, etc.) with up to two conceptual plans each.

Task 7: Project Management and Meetings

This task encompasses time for regularly scheduled meetings with the project committee, project oversight, and MVP Action Grant invoicing requirements.

GEI will plan on attending the ongoing monthly meetings with the project committee under the assumption that the project will span 10 months for an estimate of 10 monthly meetings, including a project kickoff meeting at the beginning of the project and a project closing meeting at the completion of the project.

Additionally, GEI will assist the Town of West Newbury with project oversight to include required correspondence with granting authorities. We will draw on our staff's experience with state and federally funded projects to support an effective process of managing funding agency requirements.

This task will include preparation of monthly invoices that meet grant requirements for reimbursement.

Task 7 Deliverables: Monthly invoices

Project Team

The key personnel for this project have been chosen based on their experience with flood vulnerability studies and shoreline stabilization projects. Leila Pike, P.E. will be the Project Manager and Lead Engineer responsible for the Flood Risk Analysis. Mike Sabulis, LSP will assist in Project Management and grant requirements. Lissa Robinson, P.E., will serve as senior advisor of the flood risk analysis. Dan Bannon, P.E., will be the senior designer leading the shoreline stabilization and infrastructure adaptation design. Barney Baker, P.E., will be the senior advisor on the shoreline stabilization and design aspects for this project. Marc Chmura, Amanda Barnett, Emily Jarret, and Dan Pelletier will assist with compiling data, performing analyses, field work, and preparing results. Brenda Pinkham will assist with report and figure preparation.

Cost Estimate and Schedule

Based on GEI's expertise in executing the tasks described above, we have developed the following cost estimate ranges:

Task	Cost Estimate
Task 1: Community Engagement	\$18,000
Task 2: Existing Conditions of Shoreline Survey	\$12,000
Task 3: Existing Conditions of Culverts Survey	\$8,000
Task 4: Merrimack River Flood Risk Analysis	\$55,000
Task 5: Conceptual Plans for Shoreline Stabilization	\$43,000
Task 6: Conceptual Plans for Infrastructure Adaptation to Flooding	\$36,000
Task 7: Project Management and Meetings	\$21,000
Total:	\$193,000

These costs are subject to change if revisions to the Scope of Work are made after conversations with the Town of West Newbury and/or after the grant is awarded.

If the Town of West Newbury is awarded an MVP Action Grant, we anticipate a project start in mid-September 2023 with a project completion by the end of June 2024. We have attached a project schedule which is subject to change based on the actual project start date and any revisions to scope of work between now and when the contract begins.

Limitations

These suggested tasks for an MVP Action Grant for the Town of West Newbury and the accompanying cost estimates were prepared for the use of the Town of West Newbury, exclusively, including its submission for MVP Grants. The opinions, cost estimates, and conclusion presented in this letter are based solely on the information exchanged through emails and during the MVP Team Meetings on March 10, 2021 and May 10, 2022. Additional information regarding the project area that was not available to us may result in a modification of tasks and cost estimates.

If the grant is awarded to the Town, we will prepare a separate scope of work and cost estimate which will include a Standard Professional Services Agreement.

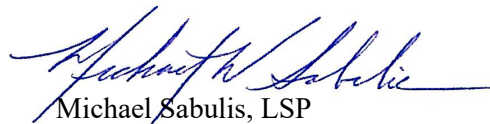
We appreciate this opportunity to support the Town of West Newbury in acquiring MVP Action Grants. We are happy to discuss the options above, provide additional tasks that you would like to include, and/or revise tasks as shown. Please reach out should you have any questions.

Sincerely,

GEI CONSULTANTS, INC.



Leila A. Pike, P.E.
Civil Engineer/Project Manager



Michael Sabulis, LSP
Senior Project Manager

LAP/MWS:bdp

Attachment: Project Schedule

B:\Working\WEST NEWBURY, TOWN OF\Proposals\2101052 Shoreline Vulnerability Study\Rev July 2022\REVISED West Newbury Scope and Cost Estimate_2022-08-05.docx

PROJECT SCHEDULE
West Newbury MVP Action Grant
West Newbury, Massachusetts

GEI TASK	Weeks																																						
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	
	18-Sep	25-Sep	2-Oct	9-Oct	16-Oct	23-Oct	30-Oct	6-Nov	13-Nov	20-Nov	27-Nov	4-Dec	11-Dec	18-Dec	25-Dec	1-Jan	8-Jan	15-Jan	22-Jan	29-Jan	5-Feb	12-Feb	19-Feb	26-Feb	4-Mar	11-Mar	18-Mar	25-Mar	1-Apr	8-Apr	15-Apr	22-Apr	29-Apr	6-May	13-May	20-May	27-May	3-Jun	
1. Public Meetings																																							
2. Existing Conditions of Shoreline Survey																																							
3. Existing Conditions of Culvert Survey																																							
4. Vulnerability Study																																							
5. Conceptual Plans for Shoreline Stabilization																																							
6. Conceptual Plans for Infrastructure Adaptation to Flooding																																							
7. Final Report																																							
8. Project Management/Monthly Meetings																																							

LEGEND

GEI Active Time

Meetings

- NOTES:
1. Assumes an award date of August 5, 2022. Schedule may shift based on actual project award date.

2. Progress meetings subject to change based on client and project needs.

FULL RESPONSES UNABLE TO SEE ON FORM

(not submitted as attachment but for use in PDF stand-alone document)

DESCRIBE HOW THIS PROJECT WILL ADDRESS IDENTIFIED CLIMATE HAZARDS

This project is identified in the Town's [MVP Final Report](#), which included River Road erosion (part of Item #7, Stormwater and flood management, operation & maintenance), and Develop/Improve/enforce stormwater Operation & Maintenance plan (part of Item #7, Stormwater and flood management, operation & maintenance). It also relates to the Final Report's Item #1, Emergency communications and communication infrastructure, inasmuch as the Rocks Village Bridge is vital to evacuation. As sea level rises and storms become more intense, vulnerable areas along River Road are increasingly at risk. This project will seek nature-based solutions in order to protect public infrastructure, access to evacuation routes, homes, and school buildings.

PLEASE DESCRIBE ASPECTS OF PROPOSED PROJECT THAT WILL BENEFIT EJ OR CLIMATE VULNERABLE POPULATION(S)

West Newbury does not contain an Environmental Justice community. However, the area of River Road near Bridge and Church Streets provides critical access to the Rocks Village Bridge, which connects to Haverhill and Merrimac, which are EJ communities. This bridge is important to residents throughout the area, and is particularly important in the bus routes used to access Whittier Regional Technical Vocational High School and Pentucket Regional High and Middle Schools, both of which serve EJ communities. Moreover, areas along the Merrimack serve a larger community and River Road attracts visitors from 40+ miles. Yankee Clipper Boat Tours run from downtown Haverhill to West Newbury, and may reach EJ communities. Youth that may be from adjacent EJ communities will be involved, gathering local oral history to inform resiliency strategies and community engagement/outreach.

ARE THE IMPACTED EJ AND/OR CLIMATE VULNERABLE POPULATION(S) SUPPORTIVE OF THE PROJECT? (SUPPORT SHOULD BE DEMONSTRATED IN THE APPLICATION—APPLICANTS SHOULD SEEK SUPPORT/INVOLVEMENT NOW AT THE PROJECT IDEA PHASE.)

Outreach about these projects has had a very positive reception. Residents strongly support this project and voted in favor of appropriating \$50,000 for the project at the November 2022 Town Meeting. Site walks have been conducted along River Road and members of the community not only attended but also have been actively participating in and supporting the grant request process. We continue to explore all outreach opportunities, including with students and others in EJ communities. Items under consideration include boat tours for students and members of various communities to better understand the riverbank and work with students including those participating in the Climate Café.

PLEASE DESCRIBE HOW NATURE-BASED SOLUTIONS (NBS) ARE INCORPORATED INTO THE OVERALL VISION OF YOUR PROJECT (OR WHY THEY ARE NOT). NATURE-BASED SOLUTIONS (NBS) ARE ADAPTATION MEASURES FOCUSED ON THE PROTECTION, RESTORATION, AND/OR MANAGEMENT OF ECOLOGICAL SYSTEMS TO SAFEGUARD PUBLIC HEALTH, PROVIDE CLEAN AIR AND WATER, INCREASE NATURAL HAZARD RESILIENCE, AND SEQUESTER CARBON.

INCORPORATING NBS IN LOCAL PLANNING AND DESIGN PROJECTS PRODUCES LONG-TERM SOLUTIONS THAT BENEFIT HUMAN AND NATURAL SYSTEMS. This project proactively addresses future climate vulnerabilities by evaluating how the MORIS flooding models translates to River Road and adjacent areas. This early focus allows us to use green shoreline solutions, and provides time for Town officials and residents to consider and discuss longer term solutions for access to 55+ houses. It will involve an evaluation of existing conditions of the shoreline, identify areas suitable for living shorelines, and prioritize nature-based strategies, including restoring river bank and wetland plant communities over hybrid or hardened shoreline solutions. Another aspect, conceptual plans for shoreline stabilization and infrastructure adaptation to flooding, again will emphasize green solutions to the maximum extent possible. Additionally, the project will enable West Newbury to understand timeline and extent of potential impacts, inform and prepare affected populations, and allow for planning that considers alternatives to River Road as it is now.

Attachment I: MVP Action Grant Program Scoring Criteria Quick Reference

MUNICIPAL VULNERABILITY PREPAREDNESS PROGRAM FY 23

MVP ACTION GRANT

RFR ENV 23 MVP 02

Evaluation Criterion	Description
<i>Project Description, Rationale, and Climate Data (13 points)</i>	<ul style="list-style-type: none"> Up to 8 points for description & rationale, including: <ul style="list-style-type: none"> What climate change impacts/vulnerabilities this project will address <ul style="list-style-type: none"> If applicable, please reference the RMA Climate Resilience Standards Tool climate exposure ratings and how the project is responding to the climate exposures identified through the tool. What the project's goals and objectives are. <ul style="list-style-type: none"> If the project is one component/phase of a larger project, please succinctly describe previously completed or future work and the vision for the overall project in addition to the proposed component/phase. Why the project was chosen. <ul style="list-style-type: none"> How the project will positively impact the resiliency of the site and community. If applicable, please include quantifiable information about the historic or expected future damages that are likely to occur if the project is not completed (e.g., number of people/homes/structures at risk, number of people depending on the infrastructure being improved, extent of past flooding, expected cost if infrastructure fails, etc.). How the project reflects municipal priorities established in the community's MVP-approved report or subsequent climate resilience report that built upon the MVP process. 1 point for utilization and report from the RMA Climate Resilience Design Standards Tool if project is focused on a specific site and includes physical asset/s -- e.g., building, infrastructure, natural resources-- at any project phase Up to 3 points for the degree to which the most up-to-date climate science and data (including data found on resilientma.org, the RMA Climate Resilience Design Standards Tool, and/or local-level studies) will be utilized, including specific reference to the climate data utilized. <ul style="list-style-type: none"> For Project Type 1: Planning, Assessments, Capacity Building, and Regulatory Updates-- What climate data will be used to inform the process or report and how will they be utilized? If it is a regulatory project, how will the regulations use climate data to ensure they will provide reasonable and effective guidance into the future? If it is a project that focuses on a specific site and involves a physical asset, how will the project utilize the preliminary climate risk rating and recommended design standards

	<p>from the RMAT Climate Resilience Design Standards Tool at this assessment phase of the project?</p> <ul style="list-style-type: none"> ○ For Project Type 2: Design and Permitting – How will the project utilize the preliminary climate risk rating and recommended design standards from the RMAT Climate Resilience Design Standards Tool in the design of the project’s physical assets? What other climate data and standards will be used to inform the design process and how will they be utilized? ○ For Project Type 3: Construction and On-the-Ground Implementation – How does the proposed design meet or fail to meet the recommendations in the RMAT Climate Resilience Design Standards Tool output report? (e.g. planning horizon, return periods, design criteria, methodology). If the proposed design does not follow the recommended design standards, please explain how climate science, data, and projections were used to inform the design of the project. Please cite specific data sources. If a different type of implementation project (e.g., land acquisition) describe how climate data informed the project. <ul style="list-style-type: none"> • 1 point for inclusion of MVP yearly progress report unless MVP Planning Grant process was completed within the last year (Attachment D)
<i>Timeline, Scope, and Budget (15 points)</i>	<ul style="list-style-type: none"> • Up to 4 points for project scope. Please detail each task/step of the project here and include a summarized version in Attachment B. For each task, please identify if it is dependent on completion of another task. • Up to 4 points for the project budget. Applicants will include budget numbers for each task and sub-task via Attachment B. There is a place to upload Attachment B as an Excel spreadsheet on the online form. The “optional budget data” tab on the spreadsheet is optional but can be used to calculate budget numbers to the extent helpful, identify assumed rates for project team time and municipal in-kind match, or justify high grant funding requests for specific tasks by providing greater detail. The Applicant may also use another format to provide greater detail on these items (e.g., a quote from a contractor or a separate spreadsheet). There is a spot to upload additional materials on the online form. • Up to 4 points for a clear project timeline that can be completed within the specified contract period. For projects that require completion of Attachment C, please include major milestones, regulatory touchpoints and approvals, and information on how any project planning, design, and regulatory compliance efforts will be met during the grant period. Please ensure the timeline dates align with start and end dates for each task in Attachment B. • Up to 3 points for identification of regulatory project components (including satisfactory completion of Attachment C if a design, permitting, or construction project). Documented coordination with applicable regulatory agency/ies is encouraged. Projects with significant regulatory compliance barriers identified through assessment of Attachment C or construction projects that do not have all necessary permits and permissions in hand may be disqualified.

	<p>There is a place on the online form to upload Attachment C.</p>
<p><i>Nature-Based Solutions and Environmental Co-Benefits (16 points)</i></p>	<ul style="list-style-type: none"> Up to 10 points for the degree to which nature-based solutions (i.e., solutions that protect, restore, or manage ecological systems) are incorporated into the overall vision of this project and how the selected strategy/ies will help the community adapt to existing and projected impacts of climate change. More information about nature-based solutions can be found in the MVP toolkit. Consider the following questions in your response: <ul style="list-style-type: none"> For Project Type 1: Planning, Assessments, Capacity Building, and Regulatory Updates– How will this work “set the stage” for future implementation of nature-based solutions? For Project Type 2: Design and Permitting – Describe all design options (including nature-based options) that will be evaluated or considered in the design process. For Project Type 3: Construction and On-the-Ground Implementation – What are the nature-based solutions being implemented? If the project is not nature-based, describe a clear assessment of design alternatives and discussion of why a nature-based solution was not chosen. <p><u>(Note: Hard infrastructure projects in any phase may still receive a maximum of 5 points for a response to this question that demonstrates why this approach was deemed necessary over nature-based approaches and illustrates how environmental conditions will improve with grey infrastructure implementation.)</u></p> Up to 6 points for identifying and describing environmental co-benefits of the proposed project in the table in the application. For non-implementation projects, please identify how this work will “set the stage” for future co-benefits.
<p><i>Environmental Justice and Public/Regional Benefits (14 points)</i></p>	<ul style="list-style-type: none"> Up to 8 points for a project located within a mapped EJ Population, identified through the Massachusetts EJ viewer, with demonstrated positive impacts to that community and demonstrated support from the community. To receive full points, the Applicant should: <ul style="list-style-type: none"> Provide specific relevant demographic information related to the Environmental Justice Population (i.e., income, race, and English isolation) and a description of where the community is located geographically relative to the project site. Demonstrate how the project will increase climate resiliency for this EJ Population. Demonstrate support from the EJ Population that the project is intended to benefit. Demonstration of support may include: <ul style="list-style-type: none"> Letters of support from residents or community groups representing these populations. Indication that residents or community groups representing these populations will be part of the project team (i.e., the community liaison model described in Attachment F) and, if so, specifically how much of the project budget

	<p>will be used to compensate them for their work and on what tasks? (Please make sure this partnership is easily identifiable in your Attachment B scope/budget).</p> <p>Note: Recognizing that there may be members of your community who are highly vulnerable to the impacts of climate change that do not meet the specific criteria or thresholds of an EJ population, the MVP program also recognizes benefits to and involvement of “Climate Vulnerable Populations.” Climate Vulnerable Populations are those who have lower adaptive capacity or higher exposure and sensitivity to climate hazards like flooding or heat stress due to factors such as access to transportation, income level, disability, racial inequity, health status, or age. Projects that benefit and involve Climate Vulnerable Populations outside of a mapped EJ area may receive up to 4 points in this category by answering the above questions for the Climate Vulnerable Population(s).</p> <p>More information on Environmental Justice, Climate Vulnerable Populations, and the MVP program can be found in the MVP toolkit.</p> <ul style="list-style-type: none"> • Up to 3 points for the degree to which the project has broad and multiple community benefits. Rationale should include: <ul style="list-style-type: none"> ○ How the project will provide the highest level of climate resilience for the greatest number of people and/or largest geographic area possible. ○ What community co-benefits the project will provide (e.g., social, economic, public health, recreational, public access, equity, etc.). Please focus on non-environmental co-benefits as environmental co-benefits are included in Question 3 above. • Up to 3 points if the project is regional/has regional benefits, including: <ul style="list-style-type: none"> ○ If the project is being led by a regional partnership (i.e., two or more municipalities are submitting the application together). If yes, the application should include a letter of support from each partnering municipality. ○ To what extent resilience benefits of the project go beyond the boundaries of one municipality.
<p>Public Involvement and Community Engagement (12 points)</p>	<ul style="list-style-type: none"> • 1 point for each principal strategy (up to 3 points total) as described in the narrative and table in the application. May have one per print, digital, and in-person category or distribute among those categories (e.g., two in-person, one print, no digital). The review team will consider the effectiveness of each identified strategy and inclusion in the project scope/budget when awarding points. • 0.5 points for each assisting strategy (up to 3 points total) as described in narrative and table in the application. May distribute among print, digital, and in-person categories as desired. The review team will consider the effectiveness of each identified strategy and inclusion in the project scope/budget when awarding points.

	<ul style="list-style-type: none"> • 1 point for each equitable engagement modifier (up to 4 points total) as described in the narrative and table in the application. May distribute among print, digital, and in-person categories as desired. The review team will consider the effectiveness of each identified strategy and inclusion in the project scope/budget when awarding points. • Up to 2 points for how stakeholder feedback will be incorporated into the project and mechanism by which stakeholders will be notified of the results of the public involvement and community engagement process and the final project deliverables (see examples in Attachment F). <p>NOTE: For Project Type 3: Construction and On-the-Ground Implementation – Applicants may fill out the table/narrative and receive points based on community engagement strategies that have occurred in earlier phases of the specific project and how feedback has been incorporated into the final design. Applicants may also describe strategies that will be employed during this project phase. Please make clear which strategies have been completed and which are proposed to be conducted within the proposed phase of the project.</p>
Project Transferability, Measurement of Success, and Maintenance (8 points)	<ul style="list-style-type: none"> • Up to 4 points for projects that serve as a demonstration project and are transferable to other communities (i.e., innovative projects that provide deliverables that can be easily adopted by other communities or outline processes that will streamline other similar projects). Please outline what these deliverables are and how they will be shared with other communities. • Up to 2 points for how project success will be measured and monitored. Please provide outcomes that can be linked to the project (e.g., reduction in flooding, increase in tree canopy cover, reduced risk of sewer overflows) and any metrics that the applicant will be able to track to indicate whether or not the project is accomplishing these outcomes over time. The review team <u>is not</u> looking for general statements around the completion of tasks in the scope of work (e.g., “the project is successful if we complete it on time”). • Up to 2 points for clear description of plans for how any future maintenance needs of or updates to the proposed project would be addressed to ensure the project’s goals continue in the long-term. <ul style="list-style-type: none"> ○ For Project Type 1: Planning, Assessments, Capacity Building, and Regulatory Updates– <ul style="list-style-type: none"> ▪ Describe how the project deliverables will be utilized to continue local resilience work (e.g., regular meetings to track identified plan actions, list anticipated town meeting dates and/or plan to approve updated regulations, how data collection or modeling will support current/scheduled local efforts, etc.) ▪ If applicable, how will the plan, assessment, or regulation be updated in the future to make sure it stays current? ○ For Project Type 2: Design and Permitting – Describe the

	<p>path forward for the project – construction, further regulatory approval, potential funding sources. Describe any initial plans for how the asset would be maintained into the future if/when implemented.</p> <ul style="list-style-type: none"> ○ For Project Type 3: Construction and On-the-Ground Implementation – Will this project produce an operation and maintenance plan? If applicable, who is responsible for future maintenance? If applicable, what is the plan for replacing the asset at the end of its useful life and how will you ensure the replacement asset is also resilient?
<i>Need for Financial Assistance (6 points)</i>	<ul style="list-style-type: none"> • Up to 4 points based on the equalized valuation per capita, <u>to be completed by EEA</u> • Up to 2 points for financial need as demonstrated through Applicant narrative, as described below: <ul style="list-style-type: none"> ○ Demonstration that the municipal budget cannot accommodate this project, including specific examples beyond regular budgetary constraints. ○ Demonstration that other grant programs were considered, and it was determined that MVP was the best programmatic fit. ○ Demonstration that MVP funding would clearly address a funding gap that would make an otherwise robust project unlikely to be implemented.
<i>Project Feasibility, Support, and Management (6 points)</i>	<ul style="list-style-type: none"> • Up to 2 points for a description of the project team’s technical, financial, and management capacity. (Note: If your municipality has a previously awarded MVP Action Grant that will be ongoing at the same time as this proposed project, please list that grant and detail your municipality’s capacity to manage multiple grants in FY23.) • Up to 2 points for letters of support from landowner, public, and/or community partners. Applications with 3+ letters of support from <u>diverse</u> groups (e.g., community-based organizations, local businesses, nonprofits, neighborhood groups, etc.) and a letter of support from landowner (if project is to take place on non-municipal land) will be scored highest. There is a place on the online form to upload support letters that have been combined into a single PDF document. Support letters should be submitted in this fashion and not sent in separately. • Up to 2 points for good standing in the MVP program – based on timely submittal of progress reports, lack of project extensions, timely correspondence, and compliance with program guidelines, <u>to be completed by MVP program team.</u>
<i>Overall Project Quality (10 points)</i>	<u>To be allotted at the discretion of the review team.</u>

Town Manager

From: Town Manager
Sent: Wednesday, March 29, 2023 2:37 PM
To: Michael Dwyer
Subject: RE: Car Seat Distribution Grant Program 2023

This looks terrific! Like all grant applications, the Select Board policy requires their ok, so I'll add this to the 4/10 agenda. While you're welcome to attend, this is a very straightforward request and I'm sure will pass. Thanks -

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

From: Michael Dwyer <dwyer@westnewburysafety.org>
Sent: Wednesday, March 29, 2023 2:33 PM
To: Town Manager <townmanager@wnewbury.org>
Subject: Car Seat Distribution Grant Program 2023

Angus,

Good afternoon. I am requesting permission to apply for the 2023 Car Seat Distribution Grant Program. This grant opportunity provides us with the opportunity to order child passenger seats. These child passenger seats will be available and on hand at our station to provide free to support low-income families. This program is designed to reduce child injuries and fatalities and to provide support to caregivers with installations. If awarded, we will order seats direct from the state clearinghouse and no funds will be sent or received locally. The only cost to the town is currently part of our budget for inspecting and installing child passenger seats locally. The attached grant application was completed by our own CPS Technician and Dispatcher Barbara Bilo. Barbara is the manager of our CPS program and thanks to her hard work and dedication we can provide this important program.

Attached is a copy of the grant application, program information and order form.

Thank you,

Mike

Michael Dwyer
 Police Chief
 West Newbury Police Department
 401 Main Street
 West Newbury, Ma 01985
 978-363-1213

**Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Office of Grants and Research**



**Notice of Solicitation of Applications
for
2023 Car Seat Distribution Program**

March 28, 2023

**Maura T. Healey
Governor**

**Kimberley Driscoll
Lieutenant Governor**

**Terrence M. Reidy
Secretary**

**Kevin J. Stanton
Executive Director**

I. Introduction

The Office of Grants and Research (OGR) is currently accepting applications from eligible entities for the 2023 Car Seat Distribution Program. Awarded applicants will be provided with car seats for distribution to families in need by certified child passenger safety (CPS) technicians at inspection stations and/or checkup events. This program, funded by the National Highway Traffic Safety Administration (NHTSA), aims to reduce child passenger injuries and fatalities by ensuring low-income families are provided with free car seats, and caregivers are educated on their proper installation and usage.

OGR is the State Administering Agency for NHTSA's traffic safety grants to reduce roadway crashes, injuries, fatalities, and their associated economic losses in Massachusetts. Requests for car seats will be fulfilled on a **first come, first serve** basis to qualified applicants. The application, car seat order form, and other solicitation-related documents are available at <https://www.mass.gov/info-details/car-seat-distribution-program>.

Applications will be accepted on a rolling basis through July 7, 2023.

II. Background

Nationwide, traffic crashes are a leading cause of death for children aged 12 and under. Size-appropriate car seats installed and used correctly significantly reduce the risk of death and injury to children involved in crashes. However, improper seat installation and restraint misuse are widespread. NHTSA estimates 46 percent of seats are installed incorrectly by parents, and Massachusetts has a 49 percent misuse rate per check data entered into the NDCF from 2018 thru 2022.

Massachusetts state law requires all children riding in passenger motor vehicles to be in a federally- approved child passenger restraint that is properly secured and fastened according to the manufacturer's instructions until they are eight years old or more than 57 inches tall. When children reach the age of 8 and/or outgrow their booster seats, they must wear a seat belt.

III. Eligibility

Massachusetts municipal agencies, state agencies, not-for-profit hospitals, and 501 (c)(3) organizations serving children and/or families that meet all of the requirements below are eligible to receive free car seats via this opportunity. Applicants must:

- Have at least one certified CPS technician on staff who is currently completing in-person seat checks for your organization.
- Develop an outreach plan to notify low-income families in their coverage area about the availability of car seats and their technicians' ability to assist with the installation. This plan must be detailed in the application.
- Demonstrate need for the seats being requested.

- Be a registered user of the National Digital Car Seat Check Form (NDCF). See Section VII for more information.
- Have an employee seat belt policy.

Returning applicants who received seats from this program in 2022 and are not up-to-date with submitting check data into the NDCF for seats distributed, will not be eligible to receive additional seats through this 2023 solicitation.



IV. Funding Availability and Timeline

It is estimated that approximately \$300,000 will be made available for this initiative. This solicitation was publicly posted on March 28, 2023. As a rolling process, applications will be accepted at any time through July 7, 2023 and will be reviewed as OGR receives them. OGR estimates that awarded agencies will have their car seat orders fulfilled 3-5 weeks after their application has been received and approved by OGR.

Written questions regarding this solicitation may be submitted via email to Andrea Papa, OGR Program Coordinator, at Andrea.Papa@mass.gov. Questions may be submitted at any time before July 7, 2023, and will be answered as they come in.

V. Car Seat Request Details

Applicants must submit a car seat order form, along with their application, that is based on their projected car seat needs. Each applicant may submit an order valued at up to \$7,500. The order form includes the car seat price list and can be found at <https://www.mass.gov/info-details/car-seat-distribution-program>. Grant writers should consult with the CPS technician(s) when filling out the seat order form. If selected to receive car seats under this solicitation, OGR will submit all seat orders and delivery instructions to Mercury Distributing; tracking information may be provided once orders are shipped. Your seats may come in one or multiple shipments, depending on supplier inventory. OGR will do its best to ensure all delivery instructions are adhered to; however, we cannot guarantee that special requests will be met due to staff shortages in the shipping industry. Someone from the recipient organization must be present to accept delivery. If you do not receive the correct order, you must let the delivery driver know. OGR will submit payment for all invoices directly to Mercury Distributing upon delivery and receipt.

Car seat recipients will be responsible for the following seat distribution and compliance guidelines.

Distribution of Seats

This opportunity is not intended to be a general giveaway/free-for-all to the general public. **Selected car seat recipients are required to make substantial efforts to ensure seats go to low-income families and this process must be described in your application.** These efforts may involve partnering with local organizations, including but not limited to food pantries, shelters, churches, Head Start programs, neighborhood health centers, public housing authorities, Boys & Girls Clubs, and Women, Infants, & Children (WIC) offices.

The availability of free seats may not be advertised publicly (e.g., on social media, in press releases). OGR does, however, recommend that selected car seat recipients utilize social media and other media to promote CPS laws/best practices and their CPS program, including the capabilities and availability of technicians.

Seats must be installed into vehicles by or with the help of certified technicians unless the caregiver does not own a vehicle and intends on using the seat for travel in someone else's vehicle. In which case, the technician may provide a pre-registered and unboxed seat to the caregiver and give as much instruction as possible on its proper installation. A check form must still be filled out, with a liability statement signed by the caregiver in such cases.

All seat checks involving the distribution of seats provided by this opportunity must be entered into the National Digital Car Seat Check Form (NDCF) database, with "State Funds" entered into the *Car Seat Donor* field. See Section VII below for more information.

Selected car seat recipients must distribute all seats at no cost. The car seats may not be part of a fundraiser or raffle and may not be sold.

OGR does not require selected car seat recipients to establish income criteria for car seat distribution. However, selected car seat recipients may establish criteria that must be described in their application and align with the program's purpose.

Car seats must be stored in a secure location.

Compliance and Conditions

- Selected car seat recipients must retain pertinent documents on file (either hard or electronic), including copies of the application packet and paper check forms (if liability statement is signed on paper vs. NDCF).
- Selected car seat recipients are subject to compliance monitoring by OGR staff, including but not limited to site visits
- A selected car seat recipient's failure to comply with any of the requirements outlined in this document may jeopardize eligibility for future OGR grant funds and/or car seat distribution programs.
- Inspection station information will be posted at www.mass.gov/carseats. This website may be broadcasted on OGR's social media platforms and/or mass media outlets.
- OGR cannot guarantee that special delivery instructions will be followed.
- OGR is not responsible for redelivery costs resulting from staff not being present to accept initial delivery.
- Agencies must alert the delivery driver if they did not receive the correct car seat order. Orders cannot be corrected after the driver departs the delivery site.
- Selected car seat recipients must immediately report to OGR if they no longer have a certified technician on staff and must return any undistributed car seats to OGR.

VI. Application Review Process

OGR staff will review and assess all proposals received and determine if the eligibility criteria stated throughout this AGF has been met. **It's important that applicants provide detailed answers to each question to justify the need for the seats included in their order.**

OGR reserves the right to request modifications from applicants prior to final award selection.

Awards are also dependent on the availability of adequate federal funds. Award decisions are at the discretion of the Executive Director of OGR.

VII. National Digital Car Seat Check Form

All seat checks involving the distribution of seats awarded as a result of this opportunity must be entered into the National Digital Car Seat Check Form (NDCF) database. The NDCF streamlines data collection so that organizations can better monitor trends, track car seat distribution, and educate clients, patients, and/or the public.

Applicant organizations must be registered to use the NDCF. To create an account, visit <https://carseatcheckform.org> and follow the steps listed.

Seat checks can be directly entered into the NDCF database using a phone, tablet, or computer. Checks can also be recorded using the NDCF paper form and then manually entered into the NDCF database. Please visit <https://www.cpsboard.org/ndcf/digital-user-guide> for more information, including tutorial videos.

VIII. Submission Instruction

OGR is only accepting electronically submitted application packets. Complete application packets must be submitted to Andrea.Papa@mass.gov by July 7, 2023 and include the following documents:

- Application (PDF)
- Car Seat Order Form (Excel)
- Organizational Seat Belt Policy (PDF)



Office of Grants and Research

2023 Car Seat Distribution Program


Application

All sections must be completed and typed to be eligible, except for the signature on page 2, which can be done manually.

Applicant Organization Information	
Organization Name: West Newbury Police Department	
Address: 401 Main Street	
City: West Newbury	State: Massachusetts
Zip: 01985	+4: 1111
Telephone: (978) 363-1213	
Website: https://westnewburysafety.org/	
Organization Head	CPS Program Manager* Contact Information
Name: Michael Dwyer	Name: Barbara Bilo
Title: Chief of Police	Title: Dispatcher/CPS Technician & Proxy
Telephone: (978) 363-1213	Telephone: (978) 363-1213
Email: dwyer@westnewburysafety.org	Email: wndispatch@westnewburysafety.org
Other Contact Information	<p>* The CPS Program Manager's contact information will be shared with all other organizations awarded car seats.</p>
Name: Richard Parenteau	
Title: Sergeant	
Telephone: (978) 363-1213	
Email: parenteau@westnewburysafety.org	
Role: point of contact for day-to-day operations	

Certification:

Chief Michael Dwyer _____ (Organization Official Name) hereby acknowledges having read and understanding the terms and conditions as identified in the 2023 Car Seat Distribution Program Notice of Solicitation of Applications and agrees to comply with the best of the Organization's ability.



Organization Official Signature

3/29/2023

Date

1. How many staff members are there in your organization? 26
2. How many staff members are currently certified Child Passenger Safety (CPS) technicians? 1
3. Provide name, technician #, and certification expiration date for your CPS technician(s).

Name: Barbara Bilo
 Technician #: T721831
 Expiration: 10/30/2024

Name: _____
 Technician #: _____
 Expiration: _____

Name: _____
 Technician #: _____
 Expiration: _____

Name: _____
 Technician #: _____
 Expiration: _____

Name: _____
 Technician #: _____
 Expiration: _____

Name: _____
 Technician #: _____
 Expiration: _____

Name: _____
 Technician #: _____
 Expiration: _____

Name: _____
 Technician #: _____
 Expiration: _____

Name: _____
 Technician #: _____
 Expiration: _____

Name: _____
 Technician #: _____
 Expiration: _____

4. Describe your organization's CPS program. Include the following elements:
- a. How long it has been in existence
 - b. Who it serves (e.g., public, clients, patients)
 - c. How you reach families
 - d. What your technician's current availability is for seat checks, and how do you publicize it

The CPS program in West Newbury has been in existence since 2014 as a partnership with the West Newbury Fire Department and Atlantic Ambulance. It serves the residents of West Newbury and the general public in surrounding towns. Families are reached primarily by word of mouth, through a dedicated CPS page on the department website, with messages displayed on the electronic sign board outside the building along Main Street, online via social media such as Facebook, and from area police department referrals. The CPS technician in West Newbury is available on an as-needed or on-demand basis. Scheduling is flexible, arranged individually with those who inquire for an appointment for car seat installation and education.

5. Why are you applying for this program and why are you requesting the specific types of seats on your order form?

West Newbury has not had an inventory of child restraints to issue for a few years, as shown in the tables below. In cases where parents and caregivers have inquired about seats that are available, or in cases where they have been in need of a new seat to appropriately fit their child, they have been referred elsewhere. We would like to have an inventory of various child restraints to resolve this and better serve our community.

The car seats requested on the order form were primarily decided based on historical needs that we have encountered at appointments over the last several years. Most families expecting newborns bring their own infant seats that fit their needs. It is most common to encounter families that need convertible car seats, harnessed boosters or boosters because their children have outgrown the seat they arrive with, or it requires replacement due to condition or safety concerns. The chosen seats are also versatile so they could fit the needs of differing scenarios, or have high growth limits so they could fit the needs of a wider range of ages.

6. How will you provide outreach specifically to low-income families to let them know about the availability of free seats and your technician(s)? Provide details on any partnerships you have developed or plan to develop to help in your outreach efforts.

The technician that represents the West Newbury Police Department regularly participates in area car seat check events, where connections are made with parents and caregivers who reside in or are within a reasonable distance of West Newbury. Locally, we implement a child passenger safety booth at the National Night Out that attracts citizens from all bordering towns, including Groveland and Merrimac. On a daily basis, officers interacting with the public take advantage of opportunities to present the availability of resources for child passenger safety education and child restraints available. This agency has experienced a recent change in leadership, and alongside it comes a new initiative to focus on this form of outreach to the community. We are collaborating with teachers at the local elementary school and preschools, daycare providers in town, the Food Mart and two main churches and the public library to post information regarding the child passenger safety services we provide.

7. Fill in the table with seat check data and car seat distribution by year:

	2020	2021	2022	2023 to date
# of seat checks completed	6	12	8	6
# of car seats distributed	0	0	0	0

8. List the number of child restraints you currently have in your inventory?

TYPE	Quantity
Car Bed	0
Infant Seat	0
Convertible Seat	0
Combination Seat	0
Booster Seat	0
Travel Vest	0

9. How does your organization currently utilize the National Digital Car Seat Check Form (NDCF)?

Enter checks directly into the NDCF via phone ☐

Enter checks directly into the NDCF via tablet or laptop ☐

Fill out the NDCF paper form and then manually enter it into the NDCF database ☐

Our organization is registered in the NDCF but is not yet using it ☒

2023 Massachusetts Car Seat Distribution Program - Order Form

Organization Name: West Newbury Police Department

Delivery Contact Name: Sgt. Rich Parenteau

Delivery Address: 401 Main Street

Delivery Contact Phone: (978) 363-1213

Town: West Newbury, MA

Zip: 01985

Delivery Contact Email: parenteau@westnewburysafety.org

Tip: Seats must be ordered in multiples of their Case Qty. For example, you can't order 1 seat if it has a Case Qty of 2....All seats are gender neutral fabric.

Item #	Description	Case Qty	Price Per Seat	Order Qty	Total
Infant Car Bed					
IC238FSM	Cosco® Dream Ride LATCH Infant Car Bed 5 - 20 lbs	1	\$ 106.30		\$ -
Infant Car Seats					
3614198	Evenflo First Choice Infant Seat 4-22 lbs (NO BASE)	4	\$ 55.70		\$ -
3051198	Evenflo Litemax Infant Seat 3 - 35 lbs, no head/body pillow (adj base)	1	\$ 115.00		\$ -
IC261EELA	Safety 1st On Board 35 LT 4-35 lbs, front harness adjust (adj base)	1	\$ 102.50	1	\$ 102.50
2110186	Graco SnugRide 35 Lite LX 4-35 lbs, up front adjust	1	\$ 90.40	2	\$ 180.80
Convertible Car Seats					
CC254FSM2	Cosco Scenera NEXT - RF 5 - 40 lbs, 22 - 40 lbs FF - 2 pk	2	\$ 60.90		\$ -
3712198	Evenflo Titan/Sure Ride 65: RF 5-40 lbs, FF 22-65 lbs	2	\$ 82.30	3	\$ 246.90
CC078CMIA	Safety 1st Guide 65: RF 5 - 40 lbs, FF 22 - 65 lbs	1	\$ 92.90		\$ -
CC138EES	Safety 1st® Grow and Go 3-in-1: RF 5 - 40 lbs, FF 22-65 lbs, BPB 40 - 100 lbs	1	\$ 148.50		\$ -
CC256FME2	Safety 1st Easy Elite 3-in-1: RF 5-40 lbs, FF 22-50 lbs, BPB 40-80 lbs	1	\$ 90.80		\$ -
39312376	Evenflo Everyfit All in One	1	\$ 169.60	4	\$ 678.40
Combination Seats					
BC110FWM2	Cosco Finale: FF 30 - 65 lbs w/harness, 40 - 100 lbs BPB	2	\$ 61.60		\$ -
3492198	Evenflo Maestro Sport: FF 22 - 50 lbs w/harness, 40 - 110 lbs BPB	2	\$ 79.20	2	\$ 158.40
3081198	Evenflo SecureKid Booster: FF 22 - 65 lbs w/harness, 40 - 110 lbs BPB	2	\$ 100.40	3	\$ 301.20
1947464	Graco Transitions 3-in-1: FF w/harness 22 - 65 lb, HBB 30-100 lb, NBB 40-100 lb	1	\$ 123.40	1	\$ 123.40
Booster Seats					
3544198	Evenflo GoTime No Back Booster: 40-110 lbs, up to 57" tall	4	\$ 26.30	1	\$ 26.30
BC030BJD	Cosco Topside backless: BPB 40-100 lbs, 57" tall	1	\$ 32.40	1	\$ 32.40
BC033FWM	Cosco Pronto: 40-100 lbs BPB, 57" tall, converts to backless booster	1	\$ 49.60	3	\$ 148.80
3431198	Evenflo Chase NO harness: 40-110 lbs, 57" tall	2	\$ 48.80		\$ -
Vests					
JD14001BLG	RideSafer2 GEN5 Travel Vest Delight Extra Small	1	\$ 120.10		\$ -
JD14101BLG	RideSafer2 GEN5 Travel Vest Delight Small	1	\$ 125.20		\$ -
JD14201BLG	RideSafer2 GEN5 Travel Vest Delight Large	1	\$ 131.50		\$ -
JD14301BLG	RideSafer2 GEN5 Travel Vest Delight Extra Large	1	\$ 161.00		\$ -
				Total	\$ 1,999.10

List any pertinent information in the box below regarding the delivery address

Note: Someone has to be present to receive the seats. If you do not receive the correct order, you must let the delivery driver know.

Restore the North Shore, MA, for Pollinators – West Newbury Projects March 2023

Project Description: To restore and link pollinator gardens and habitats in eleven North Shore, MA, communities through a pollinator pathways network. West Newbury Wild and Native and the Gulf of Maine Institute have applied for the National Environmental Education Foundation 2023 Biodiversity Conservation Grant for \$100,000 to fund these projects. The grant competition is a two-part process. The first step was a 1,000-word Letter of Intent of what is proposed. This was submitted before the deadline of March 10, 2023. NEEF will then select and invite finalists to submit a full application for review, followed by choosing its grantees by June 9, 2023. Grant period is July 1, 2023 to June 30, 2024.

Project partners include: Gulf of Maine Institute, West Newbury Wild and Native, Pentucket Regional Middle and High School, Towns of West Newbury, Georgetown, and Haverhill, Friends of Veasey Park, Historic New England, The Trustees of Reservation, Mass Audubon, US Fish and Wildlife Service, Groundwork Lawrence, GAR Memorial Library, Newbury Library, and Newburyport Public Library.

Project Goals for West Newbury: Invasive control, Mowing strategy to benefit pollinators, Restore and enhance pollinator habitat.

(Our native pollinators such as butterflies, bumblebees, native bees, and others are in serious decline. By changing mowing regimes and planting native flowers that bloom April through September we can help these pollinators and other wildlife such as birds thrive. Likewise, by removing non-native, invasive plants such as bittersweet, autumn olive, morrow's honeysuckle and others that outcompete native vegetation, we can further boost native plants that are vital for pollinator species.

Invasive Control and Restoration

1. Cherry Hill/ Moulton Street Fields – continue invasive control and removal on 8.50 acres; continue targeting autumn olive removal, bittersweet, multiflora rose; use volunteers along with professional applicators; wood chip or burn invasive material.

2. River Bend Conservation Area Fields – removal of invasive species surrounding field, along with 4.24-acre pollinator field; use with both volunteer labor and professional herbicide applicator.; woodchip or burn material.

3. Mill Pond Lower and Middle Fields – Lots of great pollinator plants in both Lower and Middle fields – 9.26 acres; invasive control, permitting needed.

4. Mill Pond Back Field – The 11.88-acre grass meadow is no longer mowed by JR Colby; filled with non-native, invasive plants like madder; need plan on how to restore this valuable grassland.

5. Indian Hill/Middle Street Field – continue invasive removal using hand cutting, herbicides on cut tree stumps to restore great pollinator meadow on 11.88 acres.

6. Town Office Building – removal of invasive plants, (black swallowwort here) non-native shrubs (barberry) on .7 acre

Pollinator Gardens

1. Pipestave Garden - at Access Road Entrance – planting, compost, signage

2. Cherry Hill/Moulton Street Field – disc soil, plant a .5-acre pollinator garden with specific seeds from Ernst Seeds on plot R17-6E.

3. Back of Town Office Building – prepare a small plot on berm adjacent to back parking lot with sheet mulching to kill grass and install a mix of native plants for a pollinator garden; install native shrubs in place of non-native species.

Restore the North Shore(MA) for Pollinators

Process: 2023 Toyota Biodiversity Conservation Grant

Contact Info

Request

Documents

Applicant:

Dr. John Patrick Terry PhD.
jterry4@mac.com
978/973-7372
117 Main St.
West Newbury, Mssachusetts 01985 USA

Contact Email History

Organization:

Gulf of Maine Institute
03-0446859
(978) 973-7372
117 Main St
West Newbury, Massachusetts 01985 USA

If your organization information does not appear correct, please click the edit (pencil) icon.

LOI

Document Viewer

LOI Packet

Question List

Due by 03/10/2023 11:59 PM PST.

Fields with an asterisk (*) are required.

LOI - Biodiversity Conservation 2023

Project Name*

Name of Project.
Restore the North Shore(MA) for Pollinators

Amount Requested*

Minimum request of \$50,000, maximum of \$100,000
\$ 100,000.00

Project Description*

In 1-2 paragraphs, describe how the habitat enhancement project will benefit pollinator species and incorporate community outreach and engagement activities.

We propose to restore and link pollinator gardens and habitats in 11 North Shore Massachusetts communities through a pollinator pathways network. We will install/enhance 8 Demonstration Gardens and restore pollinator and rare plants on 12 conservation and Town-owned lands. Groundwork laid by our Project Partners in the last 2 years enable us to implement shovel ready habitat restoration projects in 2023-2024. These include mapping and outreach to garner Town and community support, site assessment to identify ideal plant mixes, and chemical, mechanical and prescribed fire treatments to prepare fields and gardens for successfully colonization by pollinator species.

Community engagement efforts include presentations, walks, sign and brochures, volunteer days, seed collection and sowing events, and community art and how-to workshop. Students and volunteers will collect and sow seeds, grow seedlings, conduct citizen science, and help with planting, garden maintenance and outreach.

500 characters left of 1,500

Acreeage Impacted*

The number of acres impacted by the project including any invasive species removal, planting area, areas improved for educational purposes, etc. **Your project must impact a minimum of 150 acres.**
150

Project Partners*

Briefly describe the key project partners and community-based groups (e.g., federally recognized tribes, school districts, nonprofits)

Project Partners: Our project partners include a diverse mix of community groups, artists, Towns, libraries, non-profit organizations and a federal agency: Gulf of Maine Institute, West Newbury Wild and Native, Pentucket Middle and High School, Towns of West Newbury, Georgetown, and Haverhill, Friends of Veasey Park, Historic New England, The Trustees of Reservation, Mass Audubon, US Fish and Wildlife Service, Groundwork Lawrence, GAR Memorial Library, Newbury Library, and Newburyport Public Library

Towns: West Newbury, Merrimac, Newburyport, Groveland, Georgetown, Topsfield, Ipswich, Haverhill, Newbury, Lawrence, North Andover

863 characters left of 1,500

Fiscal Sponsorship*

Is your project or organization fiscally sponsored?

Yes

No

Fiscal Sponsorship Documentation

If YES to the above, please ensure that the fiscal sponsor is listed as the proposed applicant **and** upload the MOU or agreement between your organization or program and the sponsor.

Upload a file

[4 MiB allowed]

FiscalwWN2.pdf [1.1 MiB]

Delete File

Diversity, Equity and Inclusion

Board and Staff: Race and Ethnicity

At NEEF, Diversity, Equity & Inclusion (DE&I) is at the core of our mission and how we approach our work. Making the environment accessible, relatable, relevant and connected to the daily lives of all Americans is only possible if we incorporate a variety of perspectives from our team, partners and the public to make our work effective. To that end, we are collecting demographic data of all grant applicants to better understand who is applying for an receiving our funding so we can make more informed decisions in the future. We have come up with the categories below based on the American Census, but acknowledge that race and ethnicity are more complicated than a simple chart. Please feel free to email grantsadmin@neefusa.org if you have any questions or concerns.

Please enter the number of board and staff members who identify as the categories listed. Please note that race and ethnicity numbers *do not* need to total to 100 (e.g.; you can have 12 board members but may list over 12 identities as folks can identify as a variety of races and ethnicities).

Racial or Ethnic Group	Board	Staff
White/Caucasian	#* 8	#* 3
Black/African American	#* 0	#* 0
Asian	#* 0	#* 2
Pacific Islander	#* 0	#* 0
Alaskan Native/Native American	#* 0	#* 0
Hispanic, Latino or Spanish Origin	#* 0	#* 0
Other (see below for more details)	#* 0	#* 1

Racial or Ethnic Group - Other

Please use this field to list any additional racial or ethnic groups with which your board members and staff identify.
Handicapped 1

Due by 03/10/2023 11:59 PM PST.

Abandon Request

Save LOI

Submit LOI

Grant Management Software provided by Foundant Technologies © 2023

104

Town Manager

From: DPW Director
Sent: Friday, April 7, 2023 7:32 AM
To: Town Manager
Cc: Maureen Harris
Subject: RE: Small signs for WNGC town gardens

Angus,
 For the next Select Board meeting. Please see below details from Maureen regarding signs at town gardens.

Wayne

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

From: Maureen Harris [REDACTED]
 Sent: Thursday, April 06, 2023 3:53 PM
 To: DPW Director <dpwdirector@wnewbury.org>
 Subject: Re: Small signs for WNGC town gardens

Hi Wayne,
 Thanks so much for bringing this to the attention of the Town Manager.
 We are still in the process of researching signs for the town gardens but I think the signs would be approximately 12' x 12'.

Here the following 8 gardens the Garden Club manages:

1. The 1910 Building
2. Elwell Square and Church St. Island
3. Ferry Lane Park
4. Garden St. Traffic Island
5. Hills House Herb Garden
6. Library
7. Town Hall
8. Training Field

Let me know if you have any questions or next steps on our end.

Best,
 Maureen

> On Apr 6, 2023, at 9:38 AM, DPW Director <dpwdirector@wnewbury.org> wrote:

>

> Maureen,

> I discussed your request with the Town Manager today and he will place onto the next Select Board agenda for the April 10th meeting. Can you list the eight locations and confirm the size of the sign you would like to post?

>

> Wayne

>

>

> Wayne S. Amaral

> Director of Public Works / CPO

>

> Town of West Newbury
> 381 Main Street
> West Newbury, MA 01985
> (978) 363-1100 x120
> dpwdirector@wnewbury.org

>
>
>
>

> -----Original Message-----

> From: Maureen Harris [REDACTED]
> Sent: Tuesday, April 04, 2023 4:20 PM
> To: DPW Director <dpwdirector@wnewbury.org>
> Subject: Small signs for WNGC town gardens

>

> Hi Wayne,
> It was great to talk to you this afternoon.
> The Garden Club would like permission to put small signs in the 8 garden club managed gardens in town.
> Just wondering the process for doing this.
> Thanks so much for your support.
> Best,
> Maureen
>
> Sent from my iPhone

PROCUREMENT ~~CHAPTER 30B~~ POLICY

MGL Chapter 30 §39M MGL Chapter 30B §5

PURPOSE

To establish standards and practices for purchasing materials, supplies and services consistent with or exceeding state law.

APPLICABILITY

~~The~~ This policy pertains to the Town's purchasing processes governed under the provisions of the state's Uniform Procurement Act. The policy applies to the Town Manager, Chief Procurement Officer (if other than the Town Manager), Town Counsel, Town Accountant, and any other Town employee or official including boards, commissions, and committees, and who ~~Commissions who may that may~~ be involved with procurements.

POLICY

To optimize the value received for each tax dollar expended, the Town seeks to obtain goods and services from responsive and responsible vendors that will reliably perform their function at the lowest possible cost ~~from responsive and responsible vendors to optimize the value received for each tax dollar expended~~. This will be achieved through strict adherence to competitive quotation and bidding requirements and participation in state and regional cooperative purchasing agreements when all possible and feasible.

A. Responsibilities

The ~~{Town Manager}~~, ~~as~~ [with the chief procurement officer (CPO), if other than the Town Manager], oversees all purchasing for the town. The responsibilities include, but are not limited to, reviewing quotes, preparing bid documents, advertising bids and proposals, and making sure all requirements have been met. The Town Accountant must verify that funds are available before a bid or proposal is advertised and prior to a contract being approved. Town Counsel ~~also may~~ reviews ~~all~~ contracts for legal form and terms. Town departments are responsible for maintaining contracts and bid/quote-related procurement records, which submits executed contracts and solicitation documentation to the Town Accountant when submitting payment vouchers.

B. Quotation and Bidding Requirements

To comply with the state's Uniform Procurement Act, any purchase for supplies or services (with certain exceptions) must observe or exceed the following guidance:

- Under \$10,000, use sound business practices
- Between \$10,000 and \$50,000 requires solicitation of three written quotes for contracts
- Greater than \$50,000 requires competitive sealed bids or proposals for contracts

No quote or bid process is required when procuring supplies or services from vendors that are under state contracts or involved in regional cooperative purchasing agreements. Prior approval is required by the CPO or the Town Manager.

C. Multiple Small Procurements

When purchasing materials and supplies, each department must review its full fiscal year operational needs. It is contrary to Town policy for any department to “split” several small purchases of the same class/category to avoid stated thresholds.

D. Sole Source Procurements

Competitive bids may be waived in instances where there is only one vendor that can provide the relevant equipment, materials or services. In the instance of sole source procurement, supporting documents must be submitted to the Town Manager or CPO for preapproval. The Town shall use this option only if no other reasonable options are available and when a substitute is not practical and feasible.

E. Audit

All executed contracts for an amount greater than \$10,000 shall bear the signature of the Town Accountant attesting to the availability of funds, and of the CPO attesting that the purchase process adhered to Ch. 30B. The Town Accountant shall conduct random audits of compliance with this policy. All practices associated with the Town’s procurement also are subject to audit by town’s independent auditor.

REFERENCES

M.G.L. c. 30B §5 and M.G.L. c. 30 §39M

Office of the Inspector General

West Newbury Procurement Conflict of Interest Policy

EFFECTIVE DATE

This policy was adopted on DRAFT April 9, 2023.

PROCUREMENT CONFLICT OF INTEREST

PURPOSE

To ensure integrity in the procurement and contract processes, to educate Town employees, consultants, uncompensated outside parties, and any other person involved in decisions to award contracts about potential conflicts of interests, and to establish a process for the screening of conflicts of interest.

APPLICABILITY

The policy pertains to all the Town's procurement and contract processes governed under the provisions of the state's Uniform Procurement Act associated with, but not limited to: specification development, preparation and issuance of solicitations, evaluation of solicitations and submissions, and other evaluations that lead to Town contract awards. The policy applies to the job responsibilities of the Town Manager and the chief procurement officer (CPO) – if other than the Town Manager – and to the related duties of the Town Accountant. It further applies to all Town employees, officials, boards, commissions, and committees, and others working on the Town's behalf who are involved with any procurement and contract process and to the prospective contractors.

POLICY

The Town is committed to ethical business practices, professional integrity, and compliance with all procurement laws and regulations. West Newbury will provide fair opportunities to participants in competitive processes for the award of Town contracts. Process integrity will be reinforced by the practices outlined here to ensure confidentiality during the bid evaluation process and to assess and address conflicts of interest in all competitive solicitations. The Town will investigate all allegations of conflict of interest or misconduct brought to the attention of Town staff.

To comply with the state's Uniform Procurement Act, any purchase for supplies or services (with certain exceptions) costing more than \$10,000 requires solicitation of three written quotes for contracts, and those over \$50,000 require competitive sealed bids or proposals for contracts. With Upon prior approval from TM from the or CPO no quote or bid process is may be required when procuring supplies or services from vendors that are under state contracts or involved in regional cooperative purchasing agreements.

A. Confidentiality during the Bid Evaluation Process

Town staff, consultants, and outside evaluators who are participants in a bid evaluation process are may be required to sign confidentiality agreements, which bind them not to share any information about responses received and the evaluation process until the Town issues a Notice of Intended Award.

The departmental employee procuring goods and services must:

1. Identify all participants of an evaluation process who receive proposals or other documents used in the evaluation process, including non-evaluating observers.
2. Ensure that these participants sign confidentiality agreements when required by the TM or CPO

3. Submit the confidentiality agreements to the Town ~~Manager~~ Accountant ~~when required by the TM or CPO.~~

The ~~Town Manager~~ CPO must, when applicable:

1. Verify that signed confidentiality agreements for all participants in the evaluation process, including non-evaluating observers, are submitted.
2. Maintain signed confidentiality agreements on file.

B. Conflict of Interest in Procurement

To ensure decisions are made independently and impartially, Town employees and officials and boards, commissions, and committees are expected to avoid any conflicts of interest and also avoid the appearance of conflicts of interest. A conflict of interest, or the appearance of one, must be disclosed whenever a vendor, employee, or officer has, or can reasonably anticipate having, an ownership interest, a significant executive position, or other remunerative relationship with a prospective supplier of goods or services to the Town or knows that a family member or other person with whom they have a personal or financial relationship has such an interest.

According to the federal Office of Management and Budget's Omni Circular, a conflict of interest arises when: *"the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract."*

And it states that: *"The officers, employees, and agents of the non-federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts."*

The Omni Circular further requires that for any federal grant involving a parent, affiliate, or subsidiary organization that is not a state or local government, the Town must also maintain written standards of conduct covering organizational conflicts of interest. An organizational conflict of interest means that due to a relationship with a parent company, affiliate, or subsidiary organization, the Town is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization.

Any person with a conflict as described above will not participate in the preparing of specifications, qualifying vendors, selecting successful bidders on products or services in which they have an interest, or approving payment to those interests. The only exception to this arises if the person makes full disclosure of a potential conflict and receives an advance, written determination from the State Ethics Commission that the interest is not so substantial as to be deemed likely to affect the integrity of the goods or services the Town may expect from that individual.

Department heads and other officials are required to ascertain and disclose to the ~~Town Manager or~~ CPO any potential conflict of interest affecting procurement transactions before a contract is signed,

a commitment made, or an order placed. The ~~Town Manager~~CPO will then notify the Town Accountant, who will verify the availability of funds before any order is placed with a vendor.

The following measures will be taken to ensure the Town avoids any conflicts of interest in procuring Town contracts:

1. Employees, officials, boards, commissions, committees and others who regularly participate in contract activities on behalf of the Town must disclose relevant financial interests as required by state and federal laws and to annually review the statements in conjunction with this policy and other ethical standards. The Town Manager's office shall maintain a list of employees, officials, boards, commissions and committees, and members thereof, who shall participate in this annual review.
2. Other persons involved in procurements must review this policy and other ethical standards and, if in question, shall provide information to the CPO in order to determine if there is a conflict of interest. Such persons will include, but are not limited to, authors of specifications; paid and unpaid evaluators; and paid and unpaid consultants who assist in the procurement process.
3. If a possible conflict of interest is identified, it must be documented and reviewed with ~~TM~~the ~~or CPO who may seek advice from~~ Town Counsel.

The departmental employee procuring goods and services must:

1. Identify employees, consultants, outside uncompensated parties, and any other persons who will be involved in a procurement or contract activity, such as specification development, preparation and issuance of solicitations, evaluation of solicitations or submissions, or other evaluations, that will lead to an award of contract.
2. Provide conflict of interest forms to the identified participants.
3. Submit the completed forms to the ~~Town Manager~~or CPO prior to commencing any procurement or contract activity.

The Town Manager ~~or~~and CPO must:

1. Review the submitted forms for potential conflicts of interest.
2. May dDiscuss any potential conflicts of interest with Town Counsel and document the resulting determinations.
- ~~3. Provide the Board of Selectmen with the documented result.~~
- ~~4.3.~~ If a conflict or the appearance of one exists, take appropriate actions, including but not limited to, removal of the employee, consultant, or outside uncompensated party from the procurement or contract activity or cancelation of the solicitation.

C. Compliance Reviews

The Town Accountant ~~will~~may conduct random audits of compliance with this policy. All procurement activities are also subject to audit by the Town's independent auditor.

REFERENCES

[M.G.L. c. 30B](#)[M.G.L. c. 41, § 57](#)[M.G.L. c. 268A](#)

West Newbury Procurement Chapter 30B Policy

State Ethics Commission's webpage: [Disclosure Forms for Municipal Employees](#)

Inspector General's webpage: [Procurement Assistance](#)

U.S. Office of Management and Budget's [Omni Circular](#)

EFFECTIVE DATE

This policy was adopted on [DRAFT April 9, 2023](#).

PROCUREMENT CHAPTER 30B POLICY**PURPOSE**

To establish standards and practices for purchasing materials, supplies and services consistent with or exceeding state law.

APPLICABILITY

The policy pertains to the Town's purchasing processes governed under the provisions of the state's Uniform Procurement Act. The policy applies to the Town Manager, Town Counsel, Town Accountant, and any other Town employee or official who may be involved with procurements.

POLICY

The Town seeks to obtain goods and services that will reliably perform their function at the lowest possible cost from responsive and responsible vendors to optimize the value received for each tax dollar expended. This will be achieved through strict adherence to competitive quotation and bidding requirements and participation in state and regional cooperative purchasing agreements.

A. Responsibilities

The [Town Manager] ^{AND THE} ~~as~~ chief procurement officer, oversees all purchasing for the town. The responsibilities include, but are not limited to, reviewing quotes, preparing bid documents, advertising bids and proposals, and making sure all requirements have been met. The Town Accountant must verify that funds are available before a bid or proposal is advertised and prior to a contract being approved. Town Counsel ^{may} ~~also~~ reviews ~~all~~ contracts for legal form and terms. Town departments are responsible for maintaining contracts and bid/quote-related procurement records, which submits executed contracts and solicitation documentation to the Town Accountant when submitting payment vouchers.

B. Quotation and Bidding Requirements

To comply with the state's Uniform Procurement Act, any purchase for supplies or services (with certain exceptions) must observe or exceed the following guidance:

- Under \$10,000, use sound business practices
- Between \$10,000 and \$50,000 requires solicitation of three written quotes for contracts
- Greater than \$50,000 requires competitive sealed bids or proposals for contracts

No quote or bid process is required when procuring supplies or services from vendors that are under state contracts or involved in regional cooperative purchasing agreements.

C. Multiple Small Procurements

When purchasing materials and supplies, each department must review its full fiscal year operational needs. It is contrary to Town policy for any department to "split" several small purchases of the same class/category to avoid stated thresholds.

D. Sole Source Procurements

Competitive bids may be waived in instances where there is only one vendor that can provide the relevant equipment, materials or services. In the instance of sole source procurement, supporting documents must be submitted to the Town Manager for preapproval.

OR CPO

E. Audit

The Town Accountant shall conduct random audits of compliance with this policy. All practices associated with the Town's procurement also are subject to audit by town's independent auditor.

REFERENCES

M.G.L. c. 30B

S & M.G.L. CHAPTER 30 § 39A

Office of the Inspector General

West Newbury Procurement Conflict of Interest Policy

EFFECTIVE DATE

This policy was adopted on [date].

THE TOWN SHALL USE THIS OPTION ONLY
IF ~~NO~~ OTHER ~~ON~~ REASONABLE OPTIONS ARE
AVAILABLE AND WHEN A SUBSTITUTE IS NOT
PRACTICAL & FEASIBLE.

PROCUREMENT CONFLICT OF INTEREST

PURPOSE

To ensure integrity in the procurement and contract processes, to educate Town employees, consultants, uncompensated outside parties, and any other person involved in decisions to award contracts about potential conflicts of interests, and to establish a process for the screening of conflicts of interest.

APPLICABILITY

The policy pertains to all the Town's procurement and contract processes governed under the provisions of the state's Uniform Procurement Act associated with, but not limited to: specification development, preparation and issuance of solicitations, evaluation of solicitations and submissions, and other evaluations that lead to Town contract awards. The policy applies to the job responsibilities of the Town Manager ~~(as West Newbury's~~ ^{ADD THE} chief procurement officer) and to the related duties of the Town Accountant. It further applies to all Town employees, officials, and others working on the Town's behalf who are involved with any procurement and contract process and to the prospective contractors.

POLICY

The Town is committed to ethical business practices, professional integrity, and compliance with all procurement laws and regulations. West Newbury will provide fair opportunities to participants in competitive processes for the award of Town contracts. Process integrity will be reinforced by the practices outlined here to ensure confidentiality during the bid evaluation process and to assess and address conflicts of interest in all competitive solicitations. The Town will investigate all allegations of conflict of interest or misconduct brought to the attention of Town staff.

To comply with the state's Uniform Procurement Act, any purchase for supplies or services (with certain exceptions) costing more than \$10,000 requires solicitation of three written quotes for contracts and those over \$50,000 require competitive sealed bids or proposals for contracts. No quote or bid process is required when procuring supplies or services from vendors that are under state contracts or involved in regional cooperative purchasing agreements.

A. Confidentiality during the Bid Evaluation Process

Town staff, consultants, and outside evaluators who are participants in a bid evaluation process ^{MY BE} are required to sign confidentiality agreements, which bind them not to share any information about responses received and the evaluation process until the Town issues a Notice of Intended Award.

The departmental employee procuring goods and services must:

1. Identify all participants of an evaluation process who receive proposals or other documents used in the evaluation process, including nonevaluating observers.
2. Ensure that these participants sign confidentiality agreements. ^{WHEN REQUIRED BY THE TOWN & CPO}
3. Submit the confidentiality agreements to the Town Manager. ^{WHEN REQUIRED BY THE TOWN & CPO}

The Town Manager must: ^{WHEN APPLICABLE}

1. Verify that signed confidentiality agreements for all participants in the evaluation process, including nonevaluating observers, are submitted.
2. Maintain signed confidentiality agreements on file.

B. Conflict of Interest in Procurement

To ensure decisions are made independently and impartially, Town employees and officials are expected to avoid any conflicts of interest and also avoid the appearance of conflicts of interest. A conflict of interest, or the appearance of one, must be disclosed whenever a vendor, employee, or officer has, or can reasonably anticipate having, an ownership interest, a significant executive position, or other remunerative relationship with a prospective supplier of goods or services to the Town or knows that a family member or other person with whom they have a personal or financial relationship has such an interest.

According to the federal Office of Management and Budget's Omni Circular, a conflict of interest arises when: *"the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract."*

And it states that: *"The officers, employees, and agents of the non-federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts."*

The Omni Circular further requires that for any federal grant involving a parent, affiliate, or subsidiary organization that is not a state or local government, the Town must also maintain written standards of conduct covering organizational conflicts of interest. An organizational conflict of interest means that due to a relationship with a parent company, affiliate, or subsidiary organization, the Town is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization.

Any person with a conflict as described above will not participate in the preparing of specifications, qualifying vendors, selecting successful bidders on products or services in which they have an interest, or approving payment to those interests. The only exception to this arises if the person makes full disclosure of a potential conflict and receives an advance, written determination from the State Ethics Commission that the interest is not so substantial as to be deemed likely to affect the integrity of the goods or services the Town may expect from that individual.

Department heads and other officials are required to ascertain and disclose to the Town Manager any potential conflict of interest affecting procurement transactions before a contract is signed, a commitment made, or an order placed. The Town Manager will then notify the Town Accountant, who will verify the availability of funds before any order is placed with a vendor. OK LEO

The following measures will be taken to ensure the Town avoids any conflicts of interest in procuring Town contracts:

1. Employees, officials, and others who regularly participate in contract activities on behalf of the Town must disclose relevant financial interests as required by state and federal laws and to annually review the statements in conjunction with this policy and other ethical standards.
2. Other persons involved in procurements must review this policy and other ethical standards and provide information in order to determine if there is a conflict of interest. Such persons will include, but are not limited to, authors of specifications; paid and unpaid evaluators; and paid and unpaid consultants who assist in the procurement process.
3. If a possible conflict of interest is identified, it must be documented and reviewed with Town Counsel.

TH OR CPU
WHO MAY
SEEK
ADVICE
FROM

The departmental employee procuring goods and services must:

1. Identify employees, consultants, outside uncompensated parties, and any other persons who will be involved in a procurement or contract activity, such as specification development, preparation and issuance of solicitations, evaluation of solicitations or submissions, or other evaluations, that will lead to an award of contract.
2. Provide conflict of interest forms to the identified participants.
3. Submit the completed forms to the Town Manager prior to commencing any procurement or contract activity.

OR CPU

The Town Manager must:

1. Review the submitted forms for potential conflicts of interest.
2. Discuss any potential conflicts of interest with Town Counsel and document the resulting determinations.
3. ~~Provide the Board of Selectmen with the documented result.~~
4. If a conflict or the appearance of one exists, take appropriate actions, including but not limited to, removal of the employee, consultant, or outside uncompensated party from the procurement or contract activity or cancelation of the solicitation.

MAY

OR CPU

~~SECRET BOARD~~

C. Compliance Reviews

The Town Accountant will conduct random audits of compliance with this policy. All procurement activities are also subject to audit by the Town's independent auditor.

REFERENCES

M.G.L. c. 30B

M.G.L. c. 41, § 57

M.G.L. c. 268A

West Newbury Procurement Chapter 30B Policy

State Ethics Commission's webpage: Disclosure Forms for Municipal Employees

Inspector General's webpage: Procurement Assistance

U.S. Office of Management and Budget's Omni Circular

EFFECTIVE DATE

This policy was adopted on [date].

RECONCILIATIONS

Town Manager

From: Town Manager
Sent: Wednesday, March 29, 2023 7:32 AM
To: David Archibald; Rick Parker; Wendy Reed
Subject: Fwd: Assignment & Assumption Document for Coffin Street CR

Below fyi

Shirin previously advised that no town action is needed to effectuate the change in property interests between Greenbelt and other landowners. However we could include this on 4/10 agenda just to let people know of the proposed change. Thanks

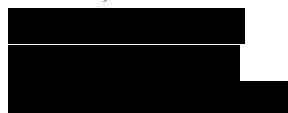
Begin forwarded message:

From: Shirin Everett [REDACTED]
Date: March 28, 2023 at 7:30:02 PM EDT
To: Town Manager <townmanager@wnewbury.org>
Cc: "Timothy D. Zessin" [REDACTED]
Subject: FW: Assignment & Assumption Document for Coffin Street CR

Hi Angus,

I approve the Assignment as to form.

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



www.k-plaw.com

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: Town Manager <townmanager@wnewbury.org>
Sent: Tuesday, March 28, 2023 6:28 PM
To: Shirin Everett [REDACTED]
Cc: Timothy D. Zessin [REDACTED]
Subject: Fwd: Assignment & Assumption Document for Coffin Street CR

Hi Shirin - I believe you advised that no town action is needed to effectuate the change in property interests between Greenbelt and other landowners. Could you please take a look over this document to see if you have any comments/ suggestions, or if it's ok as-is? 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

Begin forwarded message:

From: Vanessa Johnson-Hall [REDACTED] >
Date: March 27, 2023 at 4:47:04 PM EDT
To: Town Manager <townmanager@wnewbury.org>
Cc: Conservation <conservation@wnewbury.org>
Subject: Assignment & Assumption Document for Coffin Street CR

Hi Angus,

Attached please find the draft Assignment & Assumption Document for the Coffin Street CR for the Town to review.

Thank you,
Vanessa

Vanessa Johnson-Hall
Director, Land Conservation Division
Greenbelt | Essex County's Land Trust
82 Eastern Avenue
MAIL TO: P.O. Box 1026
Essex, MA 01929

[REDACTED]
[REDACTED]
ecga.org



ASSIGNMENT AND ASSUMPTION OF CONSERVATION RESTRICTION

This ASSIGNMENT AND ASSUMPTION OF CONSERVATION RESTRICTION (the “Assignment”) is executed as of the _____ day of _____ 2023, by ESSEX COUNTY GREENBELT ASSOCIATION, INC., a Massachusetts nonprofit corporation with an address at 82 Eastern Avenue, Essex, Massachusetts 01929 (“Assignor”), to and in favor of the TOWN OF WEST NEWBURY, a Massachusetts municipal corporation with a principal address of 381 Main Street, West Newbury, Massachusetts 01985, acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws (together with its successors and/or assigns, “Assignee”).

RECITALS

WHEREAS, Assignor and Assignee are the holders of that certain Conservation Restriction dated as of August 5, 2022, and recorded in the Southern Essex District Registry of Deeds on November 17, 2022, in Book 41307 at Page 325 (the “Conservation Restriction”). Capitalized terms used herein, but not defined herein, shall have the meanings ascribed to them in the Conservation Restriction; and

WHEREAS, Assignor intends to acquire fee title to the all or a portion of the real property encumbered by the Conservation Restriction; and

WHEREAS, the terms of Section X of the Conservation Restriction require that Assignor assign all of its right, title and interest in and to the Conservation Restriction pursuant to the terms of Section VII-C of the Conservation Restriction prior to such acquisition of any so-encumbered real property; and

WHEREAS, Assignee currently is a co-holder of the Conservation Restriction and Assignee is a “qualified organization” as defined in 26 U.S.C. 170(h), and Assignee is an eligible holder of a conservation restriction as set forth in Chapter 184, Section 32, of the General Laws of Massachusetts; and

WHEREAS, Assignor, as required by Section X of the Conservation Restriction, wishes to transfer, convey and assign to Assignee all of its right, title and interest in, to and under the

Conservation Restriction, and Assignee wishes to accept and assume all of Assignor's right, title and interest in, to and under the Conservation Restriction.

AGREEMENT

NOW, THEREFORE, for nominal consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Conservation Restriction. Assignor hereby sells, assigns, grants, conveys and transfers to Assignee all of its right, title and interest in, to and under the Conservation Restriction (including its status as "Primary Grantee" thereunder).

2. Acceptance and Assumption of Conservation Restriction. Assignee hereby purchases, accepts and assumes all of Assignor's right, title and interest in, to and under the Conservation Restriction as of the date of this Assignment (including its status as "Primary Grantee" thereunder), and Assignee hereby agrees to hold the Conservation Restriction and enforce its terms for conservation purposes.

3. Assignor Representations and Warranties. To the best of Assignor's knowledge, as of the date of this Assignment, (i) the Conservation Restriction is in full force and effect and has not been amended and/or modified, (ii) there are no uncured events of default on the part of Grantor or Grantees (as those terms are defined in the Conservation Restriction), (iii) there has occurred no event which, with the giving of notice, the passage of time or both, would constitute a default by any party under the Conservation Restriction, (iv) there are no pending requests from Grantor for approval from Grantees or pending requests from Grantees for approval from Grantor, and (v) Assignor has provided Assignee with Assignor's true, correct and complete file with respect to the Conservation Restriction (including, without limitation, the original recorded Conservation Restriction, the original baseline report, all violation notices, all approvals and/or denials of approval, and all correspondence between Assignor and Grantor).

4. Assignee Representations and Warranties. To the best of Assignee's knowledge, as of the date of this Assignment, Assignee has the right, power and authority to enter into this Assignment and to accept the rights and obligations hereunder without the necessity of the joinder of any other persons or party.

5. Assignor Acknowledgment and Confirmation. Assignor, as an owner of the fee interest in portions of the Property, acknowledges and confirms that it shall be bound by the terms of the Conservation Restriction in all respects.

6. Indemnification. Assignor hereby (a) retains all liabilities and/or obligations of Assignor under the Conservation Restriction arising or accruing prior to the date of this Assignment, and (b) agrees to indemnify, defend and hold harmless Assignee from any and all damages, losses, costs, claims, liabilities, expenses, demands and obligations under or with respect to the Conservation Restriction arising or accruing prior to the date of this Assignment.

7. Miscellaneous. This Assignment and the obligations of the parties hereunder, shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns, shall be governed by and construed in accordance with

the laws of the Commonwealth of Massachusetts applicable to agreements made and to be wholly performed within said Commonwealth and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith. Assignor and Assignee each represent to the other that neither the assignment of the Conservation Restriction nor compliance with any of the provisions hereof will violate, conflict with, or result in a breach of any provision of or constitute a default under any deeds, conservation restrictions or any other agreement to which Assignor or Assignee, as applicable, is a party.

8. Severability. If any term or provision of this Assignment or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Assignment or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforced to the fullest extent permitted by law.

9. Counterparts. This Assignment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth hereinabove.

ASSIGNOR:

ESSEX COUNTY GREENBELT ASSOCIATION, INC.

By: _____
Katherine Bowditch
President

By: _____
Timothy C. Fritzinger
Treasurer

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF ESSEX

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared Katherine Bowditch, President of Essex County Greenbelt Association, Inc., proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and she acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My commission expires: _____

[Signatures and acknowledgments continue on next page]

ASSIGNEE:

**TOWN OF WEST NEWBURY
CONSERVATION COMMISSION**

By: _____
Judith Mizner, Chair

By: _____
Margaret Hawkins, Member

By: _____
David Parrott, Member

By: _____
George Preble, Member

By: _____
John Haley, Member

**COMMONWEALTH OF MASSACHUSETTS
COUNTY OF ESSEX**

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____ of the Conservation Commission of the Town of West Newbury, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and he/she acknowledged to me that he/she signed it voluntarily for its stated purpose.

(signature)

(printed name)
Notary Public
My commission expires: _____

- Greenbelt Property
- Private Open Space & Public Trails
- Other Protected Land
- Water
- Wetlands
- Stream
- Road
- Existing Trails
- Proposed Trails
- Parking Area
- *CR = Conservation Restriction





**AGREEMENT
BY AND BETWEEN
THE TOWN OF WEST NEWBURY
AND
B2Q ASSOCIATE**

Contract #2022-WN-006

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 B2Q Associates having a usual place of business at 100 Burt Road, Suite 212, Andover, MA 01810, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the TOWN has invited three consultants to submit proposals for a Solar Site Feasibility Analysis Report at various locations throughout the Town of West Newbury hereinafter called the "WORK" and WHEREAS, the "CONSULTANT" submitted a 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 CONSULTANT on behalf of the TOWN; and

Whereas, CPO has accepted the recommendation from the West Newbury Energy and Sustainability Committee from their February 15, 2023 meeting; and

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

The CONSULTANT shall provide the TOWN services and work described in the Scope of Services (see attachment A) and as outlined in the CONSULTANTS Proposal dated January 26, 2023 (see attachment B) which is attached hereto.)

In addition to said services, the parties agree as follows:

1. TIME OF THE ESSENCE:

The CONSULTANT shall complete the services and work described in the Scope of Services and Proposal attached hereto and in accordance with the Contract Documents. This contract shall expire on June 30, 2023,

with 30-day extension options upon agreement by both parties. This contract shall not be extended after November 1, 2023.

2. CHANGE ORDERS AND ADJUSTMENTS:

A. No deviation shall be made to the Scope of Services unless authorized by a written change order from the Awarding Authority, which change order shall include an equitable adjustment of the contract price agreed to between the Awarding Authority and the CONSULTANT, 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 CONSULTANT shall be due and payable upon completion of the project as described in the Scope of Services to the complete satisfaction of the Awarding Authority (TOWN). A partial-payment of 50% may be requested by the CONSULTANT at the 50% project completion stage with proof of such completion to the TOWN and at the complete satisfaction of the TOWN.

Payment shall not exceed the amount of \$15,000.00 unless an additional amount is authorized by a change order as provided for herein.

4. APPLICABLE PROVISIONS OF THE LAW:

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

This contract is exempt from M.G.L. c. 7C, c. 30B, and c. 149.

5. INDEPENDENT CONSULTANT:

The CONSULTANT acknowledges and agrees that it is acting as an independent CONSULTANT 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 CONSULTANT 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 CONSULTANT's breach of this Agreement or the negligence or misconduct of the CONSULTANT, or the CONSULTANT's agents or employees.

7. INSURANCE:

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

<u>General Liability</u>	
Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
Or combined single limit	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws, 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 CONSULTANT 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 CONSULTANT in writing by mail or e-mail stating therein the nature of the alleged breach and directing the CONSULTANT to cure such breach within ten (10) days. The CONSULTANT 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 CONSULTANT fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice but mail or e-mail thereof to the CONSULTANT specifying the effective date of the termination. Upon receipt of said notice, the CONSULTANT 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 CONSULTANT up to the date of such termination, and the CONSULTANT 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 CONSULTANT 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 CONSULTANT written notice by mail or e-mail specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONSULTANT shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONSULTANT 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, Scope of Service November 2022 including map attachments, and the CONSULTANT Proposal and has been agreed upon by both the TOWN and the CONSULTANT and all are as fully a part of this Agreement as if attached hereto.

10. WAGE RATES

This is not a prevailing wage contract.

11. Addendum;

Item 5(g) in CONSULTANT proposal, Request to see details regarding the model used to estimate the economic benefits so we can test different variables and scenarios.

Specific summary of applicable benefits from IRA that should be considered. This may already be included in item 5(f).

The Consultant shall prepare the Solar Site Feasibility Analysis report as specified in Contract Documents at a fee of;

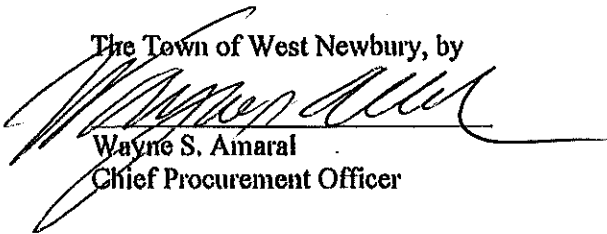
\$ 15,000

In Words: Fifteen Thousand Dollars and no cents.

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

Executed this 30 day of March, 2023

The Town of West Newbury, by



Wayne S. Amaral
Chief Procurement Officer

CONSULTANT, by



Name

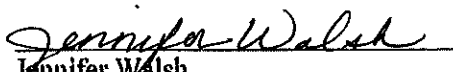
Printed Name: Nancy Banks

Title: CEO

Company Name: B2Q Associates

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
Town Accountant

3/31/2023
Date

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 any natural person, joint venture, partnership, corporation or other business or legal entity.

DATE: 03/30/2023

CONSULTANT
SIGNATURE:

Nancy Banks

STATEMENT OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b),

I, Nancy Banks-CEO

(Name and Title)

authorized signatory for B2Q Associates

(CONSULTANT Name)

100 Burt Road Ste 212, Andover MA 01810

(CONSULTANT Address)

do hereby certify under the pains and penalties of perjury, that the above Company or Corporation has complied with all laws of the Commonwealth relating to taxes.

Nancy Banks

(Authorized Signature)

CEO

(Title)

03/30/2023

(Date)

**Town of West Newbury
Scope of Services
November 2022**

Solar Site Feasibility Analysis Report

The Town of West Newbury seeks a CONSULTANT to prepare a report that will analyze seven predetermined town-owned properties within the town that are potential options for solar electricity generating site locations. The CONSULTANT shall prepare a report that includes the following at a fixed cost that shall be paid at the conclusion and acceptance of the report by the town. The town has allocated \$15,000 for this report.

It is recommended that the CONSULTANT conduct an in-person site visit by an engineer to evaluate building and utility infrastructure prior to preparing their cost proposal for this report. The CONSULTANT may request a town representative on-site at each proposed location to discuss the specifics, challenges and general comments of each location. Request must be made within 7 days of submission date of the proposal.

1.0 Sites to be analyzed (See aerial photos and parcel maps attached)

The sites listed below are town-owned or West Newbury Housing Authority owned properties.

Site Locations;

1.1 West Newbury Housing Authority, 379 Main Street. 4.39 acres. R14-6A.

Roof top type units on Housing Authority Building roof and ground mounted type units / canopies in Housing Authority parking lot and/or grass areas.

1.2 1910 Building, 381 Main Street. 1.4 acres. R14-4A.

Ground mounted type units / canopies in parking lot.

1.3 Public Safety Building, 401 Main Street. 1.8 acres. R14-3.

Ground mounted type units / canopies in parking lot.

1.4 Parking area at Burnham Field (ballfields). Part of R14-3B, 19.87 acres.

Ground mounted type units / canopies in parking lot.

1.5 DPW Garage and Pipestave Recreation Area. 693 Main Street. Part of R22-3, 213 acres.

Ground mounted type units / canopies in parking lot. Southern edge area of DPW site along boundary with recreational area. Also include both roof top mounting on DPW salt shed and ground mounted in parking area south of equestrian riding rings.

1.6 Page School. 694 Main Street. Part of parcel R23-23, 129 acres.

Ground mounted type units / canopies on north sloping field behind school.

1.7 Dunn Property. 0 Chase Street. Part of R26-19, 71.5 acres.

Ground mounted type units / canopies on North Dunn field and South Dunn field.

2.0 Report

The CONSULTANT shall submit a report that includes but not limited to the following;

- 2.1 Determine the technical feasibility of each site for a potential solar generating location.
- 2.2 Conduct an economic analysis that details the expected benefits and costs of the system(s) under a third party (PPA) and a direct ownership option.
- 2.3 Include options for potential storage (battery) component at each site. Include and technical datasheet or brochure on any recommended Battery Electric Storage System equipment including a description of footprint and size.
- 2.4 Include the potential for ground mounted solar tracking system that would allow panels to pivot / adjust to the movement of the sun.
- 2.5 Conduct assessment of utility infrastructure's ability to support additional power generated (e.g., Proximity to utility 3-phase power lines and interconnection capability of those lines)
- 2.6 Potential power off-takers at each site.
- 2.7 Community solar potential.
- 2.8 Potential municipal use for resiliency. An example would be a future municipal campus microgrid.
- 2.9 Impact of Inflation Reduction Act incentives.

3.0 Meeting Requirements

- 3.1 One 60-minute kick-off meeting (In-person or remote).
- 3.2 One (not to exceed a total of two hours) on-site, in-person meeting at all potential location.
- 3.3 One 30 - 60-minute meeting on the report progress in needed (remote).
- 3.4 One 60-minute Final Presentation meeting at a joint West Newbury Selectboard Meeting / Energy and Sustainability Committee Meeting.

4.0 Report Submission

- 3.1 The final report shall be prepared on standard 8.5 x 11-inch paper (charts may be landscaped but must be on 8.5 x 11-inch paper) and shall be in a legible font size (12). Color charts and labeling for detailed clarity is encouraged.
- 3.2 All pages of each response shall be appropriately numbered, and identified with the solicitation number. For ease of reference, consecutive page numbering is required.
- 3.3 Elaborate format and binding are neither necessary nor desirable. All binders will be capable of lying flat when opened. All binders will allow for easy removal and replacement of pages.
- 3.4 The final report shall be submitted in digital format to the Chief Procurement Officer (CPO) at the date and time noted below with eight (8) paper versions of the report submitted within seven days after the final digital proposal due date.

The CONSULTANT **shall submit the final report to the town no later than 5pm on February 28, 2023.** The report shall be e-mailed to the Town of West Newbury Chief Procurement Officer, Wayne S. Amaral, at DPWDirector@WNewbury.org.

MBTA Community Multi-Family Zoning District

Contract has been fully executed.

Dillon and I are working on a draft Public Engagement Plan for the Board's review and will forward as soon as it is complete.

Project kick-off meeting will be April 18th. It will serve as a brief primer on Chapter 3A and DHCD Requirements, will outline the planning process including public engagement and will provide an opportunity to begin discussing local concerns and opportunities.

Housing Production Plan

The HPP first stakeholder working group meeting was held on March 24th. We reviewed the scope and schedule of the planning process and discussed the goals and strategies of the 2018 Housing Production Plan to identify what has been accomplished, what recommended strategies or actions are on-going, what strategies should be removed, and what strategies should remain. This is an initial look at the strategies which are likely to evolve as we go through the planning process, evaluate the data and receive community input.

Information on the HPP planning process will be kept up to date on the [HPP Project Page](#).

Solar Facilities Bylaw

I am working on identifying language regarding decommissioning and surety..

MAPC has submitted a revised map (included in packet).

Housing Initiatives

I have adjusted the Housing Initiatives Summary document based on comments received.

The intent is for the information to live in various places on the Town's website. The information can also be used on handouts whenever helpful.

A draft handout is included in packet.

Stormwater Management Regulation

The Stormwater Working Group last met on March 30th with consultant Lori Kennedy of Horsley Witten. A final draft of revised regulations will be submitted as soon as possible and Lori will present the proposed Regulations at the April 18 Meeting. The Board will then need to schedule a hearing before approving the Regulations.

Massachusetts Land Conservation Conference

I attended the Massachusetts Land Conservation Conference on March 25th that featured three sessions and a keynote panel discussion on Land Preservation and Community Housing.

The case studies shared varied in size and complexity and were informative and inspiring.

[Twin Brooks Hyannis](#)

[Stow Acres](#)

[Red Acre Road Stow PPT Presentation](#)

Sue Brown, Town Planner
3/30/2023

Other Bylaws under consideration for amendments:

ADU Bylaw – Board is continuing its work on Draft Bylaw.

Wireless Bylaw – Town Counsel will begin review following Annual Town Meeting in preparation for Fall Town Meeting.

Adult Use Marijuana Bylaw – Board is determining best time to bring before Town Meeting.

Steep Slopes Bylaw – Board will be reviewing and determining best time to bring before Town Meeting