



Town of West Newbury
Board of Selectmen
Monday, June 24, 2019 @ 6pm
381 Main Street, Town Office Building
www.wnewbury.org

AGENDA - Revised →

*Agenda re-posted 6/22/19
with revisions to Item E
(amount corrected) and
Item K (to be tabled)*

Executive Session: 6pm in the Town Manager's Office

- ❖ 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 (*personnel correspondence; Town Accountant contract; FY20 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 (*Highway Union contract; update on creating Interim Police Sergeant position*);
- ❖ MGL Chapter 30A §21(a) 7: To comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements (*advice from counsel*).

Open Session: 7pm in the First Floor Hearing Room

Announcements:

- This meeting is being broadcast on local cable TV and recorded for rebroadcast on the local cable channels and on the internet.
- Information available at Senior Center regarding programs managed by the U.S. Dept. of Labor Veterans' Employment and Training Service (VETS) office
- Community Bandstand Summer Concert Series begins Thursday, June 13th. Every Thursday through August 29th, 6:30-8pm, Rain or Shine! Performers listed on Town website (events calendar)
- Bicentennial events July 6-13! Call for volunteers! More details on Town website events calendar.
- Tickets still available! West Newbury Day at Fenway Park, Red Sox v. Angels, Friday, August 9th

Regular Business

- A. Announcement of executed contract with Jeffery Durand as West Newbury Police Chief
- B. Joint meeting with Board of Health for appointment of interim member of Board of Health
- C. Request for Special Event Permit, Apple Harvest Road Race, October 5 and 6, 2019 (setup on 10/4/19)
- D. Requests for Street Opening Permits: 2 Hilltop Circle; and 7A Archelaus Hill Road. Tyler Nardone
- E. Request for Line Item Transfer: Assessing: \$400.00 from Vehicle Allowance to Personnel/Salaries
- F. Update on meeting with Middle/High School architect, and Building/Planning/Conservation personnel from West Newbury and Groveland; review of draft MOU regarding permitting, inspection costs
- G. Proposed FY20 Harbormaster Intermunicipal Agreement with the Town of Salisbury
- H. Proposed FY20 Animal Control Services Intermunicipal Agreement with City of Newburyport
- I. FY20 Committee appointments
- J. Review and approve FY20 employee wage schedule
- K. ~~Proposal to establish Tree Committee and review of draft Charge~~ – will be tabled until July 15 (rev. 6/22)
- L. Request for authorization to seek Pennies for Poverty grant – Council on Aging
- M. Review of potential Special Town Meeting proposal to fund updated Pictometry aerial imagery/data
- N. Updates on active projects, esp. current through end of FY19 (June 30, 2019)
- O. Request to place temporary sign proposed in front of Town Hall, July 6-11, Pentucket Arts Foundation

Town Manager Updates

- P. Brake's Hill Water Tank, update on pre-construction meeting
- Q. Updated design plan and cost estimates, Middle Street Bridge
- R. Update on recent staff work and citizen correspondence regarding Carr Post Building
- S. Updates on planning for July Bicentennial events (esp. July 13th Family Field Day at Pipestave)
- T. Update on pending submittal of MS4 Stormwater Management Plan to EPA on or before June 30th
- U. Follow up meeting assignments
- V. Placing items for future agendas

Posted Agenda on 6/20/2019 at the Town Offices and the Town's Official Website www.wnewbury.org
Re-posted Agenda on 6/22/2019 at the Town Offices and the Town's Official Website www.wnewbury.org

U.S. Department of Labor

Veterans' Employment and Training Service
JFK Federal Building
25 New Sudbury Street
Room E-315
Boston, MA 02203
Phone: (617) 565-2080



June 12, 2019

The Honorable Bruce E. Tarr
Massachusetts State House
Room 308
24 Beacon Street
Boston, MA 02133

Dear Senator Tarr,

I am writing to introduce you to some of the programs managed by the U.S Department of Labor (DOL) Veterans' Employment & Training Service (VETS) office. The mission of DOL-VETS is to prepare America's veterans, service members and their spouses, for meaningful careers, provide them with employment resources and expertise, protect their employment rights and promote their employment opportunities. DOL-VETS is nationally recognized for providing critical employment resources for veterans, separating service members and their spouses. DOL-VETS also provides assistance to those persons experiencing service connected problems with their civilian employment by providing employers with information on the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Veteran Preference.

The U.S Department of Labor provides the State of Massachusetts with federal funding for The Jobs for Veterans State Grant (JVSG). The JVSG program authorizes funds to each state to staff and support Disabled Veterans' Outreach Program (DVOP) specialists and Local Veterans' Employment Representative (LVER) staff. In the current year, the state of Massachusetts was awarded \$3,071,910 in JVSG funds which employ twenty-four DVOP and two LVER positions located at career centers in nine congressional jurisdictions.

The Homeless Veterans' Reintegration Program (HVRP) is also funded by DOL-VETS and assists states with combating veteran homelessness. HVRP is a competitive grant program which focuses on employment for homeless veterans. In the current year, seven grants were awarded which service chronically homeless veterans.

Lastly, DOL-VETS manages The HIRE Vets Medallion Award program which is the only federal-level veterans' employment award that recognizes a company or organization's commitment to veteran hiring, retention, and professional development. On May 5, 2017, President Trump signed The Honoring Investments in Recruiting and Employing American Military Veterans Act (HIRE Vets Act) which established a program by rule that solicits voluntary information from employers to recognize employer efforts to recruit, employ and retain veterans.

If you would like more information on any of the listed programs you can visit <https://www.veterans.gov/> which has helpful resources for constituents and employers. You may also contact the Massachusetts State Director, Anthony Laterza, laterza.anthony@dol.gov, Presidential Management Fellow, Jennifer O'Halloran ohalloran.jennifer.m@dol.gov, or the Regional Veteran Employment Coordinator, Paul Furbush furbush.paul.m@dol.gov.

Sincerely,



Michael J. Colman
Boston Regional Administrator
U.S Department of Labor
Veterans' Employment & Training Service (VETS)
25 New Sudbury Street, Boston, MA 02203
JFK Federal Building, E-315

Attachments

2019 HIRE Vets Medallion Award Criteria
HIRE Vets Medallion Award Program Fact Sheet



HIRE VETS MEDALLION AWARD PROGRAM

FACT SHEET

Introduction

The Honoring Investments in Recruiting and Employing American Military Veterans Act of 2017 (HIRE Vets Act or the Act), signed by President Trump on May 5, 2017, requires the Secretary of Labor to establish a program, by rule, that recognizes employer efforts to recruit, employ, and retain veterans. Employer-applicants meeting criteria established in the rule will receive a “HIRE Vets Medallion Award.” There are two award tiers, Platinum and Gold, for large (500-plus employees), medium (51-499 employees), and small employers (50 or fewer employees). Verification of the award criteria includes a self-attestation by the applicant and a check for violations of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the Vietnam Era Veterans’ Readjustment Act (VEVRAA).

The Secretary announced the Final Rule (20 C.F.R. § 1011) on November 9, 2017 and it became effective in January 2018. Using the criteria established in the Final Rule, the Department of Labor (DOL) conducted a HIRE Vets Medallion Program Demonstration in 2018. The Veterans’ Employment and Training Service (VETS) accepted a limited number of applications and employers who successfully met requirements will receive recognition from the Secretary of Labor.

VETS will begin accepting applications for the full program in January 2019.

HIRE Vets Medallion Award

Successful employers will receive a certificate stating the award year and a digital image of the medallion to use, including as part of an advertisement, solicitation, business activity, or product.

Benefits of the Program

The purpose of the HIRE Vets Medallion Award is to recognize employers who hire and retain veterans, including their efforts to establish employee development programs and veteran specific benefits to improve retention. Award recipients will have the opportunity to utilize the medallion in the marketing of their firm as a veteran friendly business when hiring, and in efforts to attract additional business.

Detailed information about how to gain eligibility can be found at HIREVets.gov. An overall summary of the program follows.

Summary of the Program

The HIRE Vets Medallion Program Final Rule codifies the requirements of the Act, lays out the process, timelines, and procedures for employers to apply for the award, and explains how the Department will review applications, verify the information provided and notify award recipients.

- **Criteria.** The requirements for recognition vary by level (Platinum or Gold) and employer size (Large, Medium, and Small). Please see HIREVets.gov for additional information about which elements apply to each award.

- 1) Percentage of new hires during the previous year that are veterans;
- 2) Percentage of veteran employees retained for a period of at least 12 months;
- 3) Percentage of employees who are veterans;
- 4) Provision of an employee veteran organization or resource group to assist new veteran employees with integration, including coaching and mentoring;
- 5) Provision of programs to enhance the leadership skills of veteran employees during their employment;
- 6) Employment of a dedicated human resources professional or initiatives to support hiring, training, and retention of veteran employees;
- 7) Provision of compensation, to employees serving on active duty in the United States National Guard or Reserve, that is sufficient, in combination with the employee's active duty pay, to achieve a combined level of income commensurate with the employee's salary prior to undertaking active duty;
- 8) Provision of a tuition assistance program to support veteran employees' attendance in postsecondary education during the term of their employment; and

- 9) Employer with an adverse labor law decision, stipulated agreement, contract debarment, or contract termination, as defined in the rule, pursuant to either of the following labor laws will not be eligible to receive an Award: Uniform Services Employment and Reemployment Rights Act (USERRA); or Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA).

- **Timelines.** Each year, the Department will:

- 1) Solicit applications no later than January 31;
- 2) Stop accepting applications on April 30;
- 3) Finish reviewing applications no later than August 31 and select the employers to receive HIRE Vets Medallion Awards no later than September 30;
- 4) Notify employers who will receive HIRE Vets Medallion Awards no later than October 11. The Department will also notify applicants who will not be receiving an Award at that time; and
- 5) Announce the names of award recipients at a time to coincide with Veterans Day.

- **Application Fee.** The Act requires the Secretary to establish fees sufficient to cover the costs associated with carrying out the HIRE Vets Medallion Program.

- 1) Small Employer (1-50 employees)—\$90.00
- 2) Medium Employer (51-499)—\$190.00
- 3) Large Employer (over 500)—\$495.00.

If a significant fee adjustment is necessary for future years of the Program, for any reason other than inflation, then a proposed rule containing the new fees will be published in the Federal Register for comment.

Additional information about the Final Rule and the HIRE Vets Medallion Program can be found at HIREVets.gov or by contacting HIREVets@dol.gov.



VETERANS EMPLOYMENT AND TRAINING SERVICE
UNITED STATES DEPARTMENT OF LABOR









HIRE

Vets Medallion Program

2019 HIRE Vets Medallion Award Criteria¹

OTHER ITEMS INTEGRATION ASSISTANCE PROGRAMS

REQUIREMENTS	LARGE EMPLOYER AWARDS (500+ Employees)		MEDIUM EMPLOYER AWARDS (51-499 Employees)		SMALL EMPLOYER AWARDS (1-50 Employees)	
	 Platinum	 Gold	 Platinum	 Gold	 Platinum	 Gold
Hiring (Vets hired during CY 2018)	Not less than 10% of employees hired AND	Not less than 7% of employees hired AND	Not less than 10% of employees hired OR	Not less than 7% of employees hired OR	Not less than 10% of employees hired OR	Not less than 7% of employees hired OR
Retention (Vets hired during CY 2017)	Not less than 85% of Vets hired retained for 12 months	Not less than 75% of Vets hired retained for 12 months	Not less than 85% of Vets hired retained for 12 months AND	Not less than 75% of Vets hired retained for 12 months AND	Not less than 85% of Vets hired retained for 12 months AND	Not less than 75% of Vets hired retained for 12 months AND
Veteran Employee Percentage (Vets employed on 31 Dec. of CY 2018)	N/A	N/A	At least 10% of employees are Vets	At least 7% of employees are Vets	At least 10% of employees are Vets	At least 7% of employees are Vets
Veteran Organization or Resource Group	Must be established and exist on 31 Dec. of CY 2018	Must be established and exist on 31 Dec. of prior year	Must be established and exist on 31 Dec. of prior year	Satisfy 1 of 2	Satisfy 2 of 5	N/A
Leadership Program	Must be established and exist on 31 Dec. of CY 2018	Must be established and exist on 31 Dec. of prior year	Must be established and exist on 31 Dec. of prior year			N/A
Dedicated HR Professional (large) or HR Veterans' Initiative (medium/small)	Must be targeted to veteran employees	N/A	Satisfy 1 of 3			N/A
Pay Differential Program	Must be provided	N/A				N/A
Tuition Assistance Program	Must be available	N/A				N/A
Labor Law Violations	Must not have any of the violations identified in 20 CFR § 1011.120	Must not have any of the violations identified in 20 CFR § 1011.120	Must not have any of the violations identified in 20 CFR § 1011.120	Must not have any of the violations identified in 20 CFR § 1011.120	Must not have any of the violations identified in 20 CFR § 1011.120	Must not have any of the violations identified in 20 CFR § 1011.120
Application Fee	\$495.00	\$495.00	\$190.00	\$190.00	\$90.00	\$90.00

¹ The above is a brief overview of the criteria needed to qualify to receive a HIRE Vets Medallion Award. For a detailed explanation, please visit HIREVets.gov and view the Final Rule for the program.





West Newbury Bicentennial Celebration

	<p>Saturday, July 6 Opening Day</p>	<p>Annex Bandstand Town Office Lawn</p>	<p>Pancake Breakfast Opening Ceremony Town Picture</p>	<p>8:00 – 10:00 10:30 11:00</p>
	<p>Monday, July 8 History and Heritage Day</p>	<p>Town Hall</p>	<p>Exhibit open July 6 - 11 Reception July 8</p>	<p>12:00 – 6:00 6:00 – 8:00</p>
	<p>Tuesday, July 9 Ice Cream Social</p>	<p>Long Hill Orchard</p>	<p>Ice Cream Social</p>	<p>6:00 – 8:00</p>
	<p>Wednesday, July 10 “What West Newbury Means to Me – A Student Showcase”</p>	<p>Page School</p>	<p>Student Art Show</p>	<p>2:00 – 6:00</p>
	<p>Thursday, July 11 Bandstand and Movie Night</p>	<p>Bandstand Annex</p>	<p>Bandstand Concert Movie</p>	<p>6:00 – 8:00 8:30 - 10:30</p>
	<p>Friday, July 12 Old Fashioned Dance</p>	<p>Town Hall</p>	<p>Dance and Barbecue</p>	<p>6:00 – 11:00</p>
	<p>Saturday, July 13 Family Field Day</p>	<p>Pipestave Hill</p>	<p>Field Day and Picnic Concert Light Show and Fireworks</p>	<p>12:00 – 600 7:00 9:00</p>



WEST NEWBURY NEEDS YOU!

Be part of the West Newbury Bicentennial celebration by volunteering to help at one of the following events! You will have the satisfaction of knowing that you made a difference and you will earn a spiffy Bicentennial tee shirt and a commemorative pin. And, it will be fun!

July 6, 2019: Pancake breakfast/opening ceremonies/town photo

7:30 – 10:30 am Help setup tables and chairs, serve food, help direct people to photo location.

July 11, 2019: Bandstand and Movie Night. Help set up chairs before and help clean up afterward

9am – 12 pm Set up chairs for movie. Return next morning to put chairs away.

July 12, 2019: Old Fashioned Dance

Help decorate the town hall, table set up, etc. Volunteers will enjoy BBQ dinner without charge.

July 13, 2019: Family Field Day at Pipestave

Help at the music tent. Help set up PA system, help with getting musical acts ready to perform.

Children's field day activities. Help support the various events. Help direct parking for the

Family Field Day at Page School and/or Mill Pond parking area. There are two shifts:

11:30 am – 4 pm

6:30 pm – 10:30 pm

Please contact

West Newbury Bicentennial Contact: Greg Garnache [REDACTED]

Cell phone: 617-290-1812

NAME: _____

PHONE: _____

EMAIL _____

EVENT(S): _____

And, thank you!!



The Pentucket Arts Foundation presents...

The premiere screening of "Voices of West Newbury" a funny and endearing public art film starring long time residents on local traditions and lore. Directed by Kevin Bowe.

JULY 8 6-8PM OLD TOWN HALL 491 MAIN ST WEST NEWBURY
RSVP by July 1 pentucketarts@gmail.com light refreshments

*THIS FILM WAS MADE THROUGH A PARTNERSHIP WITH THE WEST NEWBURY COA
AND GAR MEMORIAL LIBRARY WITH SUPPORT FROM HAVERHILL AND PENTUCKET
BANKS & THE WN BICENTENNIAL COMMITTEE*



Hope to see
you there!
Jan



www.pentucketarts.org

Town Manager

From: [REDACTED]
Sent: Saturday, June 8, 2019 10:46 AM
To: Town Manager
Subject: Re: Bicentennial Week Exhibit

Thanks Angus --didn't expect to hear from you until Monday!

Here is info on the exhibit:

This summer the non-profit Pentucket Arts Foundation teams up with the West Newbury Historical Society and the Pentucket Regional School District's Visual Arts Department to offer "Past is Prologue: The Essence of a Community told through Art & History." The free exhibit is an artistic collaboration in celebration of West Newbury's Bicentennial, open daily from July 6 - 11, noon to 6 p.m. at Old Town Hall. A highlight of the exhibit, "Voices of West Newbury" is a public art film offering insightful and endearing reflections on local traditions and lore offered by long time West Newbury residents. The 30-minute film directed by videographer Kevin Bowe will run multiple times each day during the six-day exhibit, with a special screening and reception on July 8 from 6 to 8 p.m. There will be time following the film for discussion and more reflections on just what makes West Newbury, West Newbury. All are welcome.

Whatever you can do is great!

Thx Jen

> On June 8, 2019 at 10:13 AM Town Manager <townmanager@wnewbury.org> wrote:
>
>
> Hi,
> We'll add this to News & Announcements for the Selectmen mtg, and I don't think early install of exhibit will be any problem at all but will review against other booked facility uses (if any) with Annie Monday.
>
> Thanks,
> Angus
>
> Angus Jennings, Town Manager
> Town of West Newbury
> Town Office Building
> 381 Main Street<x-apple-data-detectors://4/0>
> West Newbury, MA 01985<x-apple-data-detectors://4/0>
> (978) 363-1100 x111<tel:(978)%20363-1100;111>
> townmanager@wnewbury.org<mailto:townmanager@wnewbury.org>
>
> Sent from my mobile device
>
> On Jun 8, 2019, [REDACTED]
>
> Hi Angus,

You are
cordially invited to attend
"What West Newbury Means to
Me"

A Student Showcase

Wednesday, July 10, 2019

2:00-6:00 PM

Dr. John C. Page Cafeteria



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: Board of Selectmen
FROM: Angus Jennings, Town Manager
DATE: June 22, 2019
RE: Police Chief contract

The Open Meeting Law allows for the Board to vote to execute a contract in executive session, as it proceeded in finalizing terms with Chief Durand as the new Police Chief. In this instance, I recommend based on the Attorney General's Guide to the OML prompt announcement of the terms of the agreed contract in a public meeting.

I have not requested that Chief Durand attend Monday's meeting, and he is aware that this is simply a recommended procedural step related to the OML.



TOWN OF WEST NEWBURY

Michael P. McCarron
Town Clerk

381 Main Street
West Newbury, MA 01985
978-363-1100 ext. 110
978-363-1117 (Fax)
mmccarron@wnewbury.org

May 29, 2019

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

RECEIVED
MAY 29 2019
TOWN MANAGER
TOWN OF WEST NEWBURY

Dear Board Members:

The Office of Town Clerk received on May 29, 2019, a letter of resignation from Kimberly Cole from her elected position as a Member of the Board of Health, which resignation is effective immediately.

Pursuant to M.G.L. c. 41, section 11, within thirty days of receiving this letter, the remaining members of the Board of Health must formally notify the Board of Selectmen of this vacancy and request a meeting. The Board of Selectmen shall then schedule a meeting jointly with the Board of Health upon a minimum of one week's notice. At such joint meeting of the Boards, an interim appointment shall be voted upon. The Board of Selectman and the remaining members of the Board of Health in attendance shall meet to decide the appointment. The person appointed would then serve the remainder of the term until the date of the next scheduled Annual Town Election after the date of appointment.

The person appointed must be a registered voter of the Town of West Newbury.

Very truly yours,

Michael P. McCarron
Town Clerk

Cc: Board of Selectmen; Town Manager



May 16, 2019

To: Board of Health

From: Kimberly Cole

First, let me say that it has been a pleasure and an honor to service on the Board of Health these past years. The citizens of West Newbury are fortunate to have such a knowledgeable and dedicated staff, including the Health Agent Paul as well as an equally amazing assistant Jane. I've enjoyed working with the other members, Bob and Blake who work tirelessly to serve the community and they are both so invested in the best interests of Town as well.

So, it is with great sadness that I have to resign my position on the Board as I'm moving out of town. Please accept this letter as formal notice of my resignation as Board of Health member. May 28, 2019 will be the last Board of Health meeting before my move and, I intend for this resignation to become effective on May 29, 2019.

With My Deepest Respect,

A handwritten signature in black ink that reads "Kimberly Cole".

Kimberly Cole
Stewart Street



TOWN OF WEST NEWBURY

BOARD OF HEALTH

TOWN OFFICE BUILDING
381 MAIN STREET, WEST NEWBURY, MA 01985

PHONE: 978-363-1100

FAX: 978-363-1119


May 29, 2019


To: Town Manager
The Board of Selectmen
Town Clerk

From: The Board of Health

At our scheduled meeting May 28th, 2019 Kimberly Cole submitted her resignation as Board of Health member. We would like to recommend that Thomas Fahey, 294 Main Street, West Newbury be considered to fill the vacancy on our board.


Sincerely,


Robert E. Janes, Chairman


Blake J. Seale, Member

Attachments (2)

Thomas Fahey
294 Main Street
W. Newbury MA 01985
(978) 270-5503



May 28, 2019

Robert Janes, Board of Health-Chairman
Blake Seale, Board of Health-Member
381 Main Street
West Newbury, MA 01985

Dear Board Members,

I am writing to you regarding the Board of Health position recently vacated by Kimberly Cole and would like to be considered as a candidate for her replacement.

I have lived in West Newbury with my family for 17 years. I received my Bachelor of Science in Pharmacy from Massachusetts College of Pharmacy. I have been licensed as a Registered Pharmacist in both Massachusetts and New Hampshire for 28 years, and have worked at Beverly Hospital for as many years.

Public Health has been a natural focus of my work in many different capacities. Working extensively in the Critical Care Unit with the infectious disease doctors, as well as many other disciplines, has given me a strong interest in public health, disease prevention, and treatment. I believe my background and experience would allow me to contribute to supporting the mission of the Board of Health.

Thank you for your consideration. Please feel free to contact me at the telephone number or email address listed above.

Sincerely,

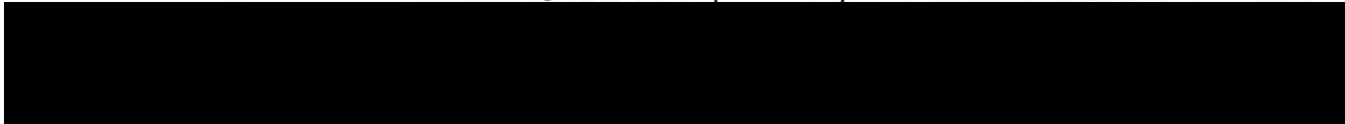
Tom Fahey

REQUEST FOR USE OF FACILITIES

C

Organization or Group Apple Harvest Road Race Group

Person Making Reservation Courtney Lucey



Event Date: Oct. 6, 2019 Start Time 10/04 End Time 10/06

Summary of Event (10/04-10/06) Pasta Dinner on Sat. 10/05 with catered food/alc/entertainment.

Number of Attendees Road race on Sun 10/06 with entertainment/food

Event Details: *Please be specific i.e. alcohol*, music, food* - DJ-TBD; Spaghetti dinner-Sat. - one-day liquor license approved by BOS; Sunday - inclement weather

If alcohol is being served, a Liquor Liability Policy must be provided (\$1,000,000), see page 2.

Check Appropriate Block:

Fund Raising Group WN PTO Commercial In-Town Resident
 Non-Profit Commercial Out-of-Town Other



Facility Requested:

- 1910 Bldg Hearing Room (1) Pipestave Equest. Area**
- 1910 Bldg Hearing Room (2) Athletic Playing Fields*
- Town Hall- (across from Library) Mill Pond Rec Bldg**
- Annex Bandstand

 Fee Paid by Check/Cash Fee Waived

TERMS AND CONDITIONS OF USE:

1. Must leave the facility as you found it, place tables and chairs in the storage area and remove all trash and recycling. The town does not have a custodian on staff and other events may be scheduled to use the facility after you. Please contact Dispatch at 978-363-1213, if the town offices are closed, with any problems.
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' 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' 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. No helium balloons allowed in the Annex.
10. Permits are required for temporary signs. No signs are allowed on public property without prior approval by the Board of Selectmen

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, x. 118

Name: WNPTO/ Apple Harvest Road Race Event: Road Race

Insurance: The organization's representative or the individual requesting the space will be required to sign an indemnification agreement (below) with the Town of West Newbury for a scheduled event. A general liability policy (\$1,000,000 per occurrence/\$3,000,000 aggregate) is required as part of the rental agreement, and a certificate of insurance naming the Town as an additional insured must be provided before the date of the event as proof of said policy. If alcohol is being served, a Liquor Liability Policy must be provided (\$1,000,000) in addition to the general liability coverage.

* **ATHLETIC PLAYING FIELDS RENTAL:** Must have prior approval by the Parks and Rec Commissioners. Payment by check (to: Town of West Newbury) or cash must be received in the Town Manager's Office, and a Certificate of Insurance must be received prior to the date requested to use the fields. (See above for details.)

****MILL POND RECREATION BUILDING AND PIPESTAVE EQUESTRIAN AREA:** Must have prior approval by the Mill Pond Committee.

Indemnification Agreement: I/We, ARR (group), agree to pay for any damage to the facility incurred during the term of rental by our organization. I/We understand that I/we must leave the area in the same condition that it was found. Furthermore, I/we hereby agree to save and hold harmless and/or indemnify the said Town of West Newbury against any and all claims or liabilities for personal injury or property damage arising out of use of said property.

Courtney B. Dwyer
Individually/Authorized Signature for Group 10/01/2019
Date

Parks & Rec Committee or Mill Pond Committee
Signature (if applicable): _____ Date: _____

Requests and comments:

Chief of Police
Signature: _____ Date: _____

Requests and comments:

Fire Chief
Signature: na email Date: 6/13/19

Requests and comments:
will hire fire watch detail per meeting with chief

Approval granted if signed here by Town Manager:

Date: _____

Requests and comments:

Special Event Application

Organization or Group Apple Harvest Road Race Group

Person Making Reservation Courtney Lucey

Time 10/05 - 9:30pm
10/06 - 3pm

Reason for Event Fundraiser

Number of attendees 300-400 (race day)

Check Appropriate Block:

Resident Non-resident
 Fund Raising Group Non-Profit Commercial Other
WNPTO



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

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

1. The location of the event on the property Please see attached map of Race/Action Cove/Bachelor St.
2. For road or walk race, a detailed map of the route Please see attached maps.
3. Features and attractions This road includes 5K, 5 mile, and 1 mile Fun Run Road Race
4. Participant circulation Same as prior years, will discuss further at Selectman meeting
5. Proposed parking including how you will handle overflow parking Parking will be onsite/overflow parking will be where the Police Chief and Selectman decide/designate.
6. Any proposed road closures Same as prior years' (see attached maps)

WNPTO /
Name: Apple Harvest Road Race Event: Road Race

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

Courtesy R. Gray 06/01/2019
Individual/Authorized Signature for Group Date

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

Fire Chief's Signature: via email Date: 6/13/19

Requests and comments: contact for EMS detail and ambulance.

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

Requests and comments:

Town Manager

From: Town Manager
Sent: Tuesday, June 4, 2019 6:32 PM
To: Courtney Lucey
Cc: [REDACTED]
Subject: RE: Apple Harvest 2019

Courtney,
I've penciled this in for the June 24th agenda.

Thanks,
Angus

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

From: [REDACTED]
Sent: Tuesday, June 4, 2019 6:30 PM
To: Town Manager <townmanager@wnewbury.org>
Cc: Residents Admin <residents.admin@wnewbury.org>; [REDACTED] k [REDACTED]
Subject: Re: Apple Harvest 2019

Hi Angus-

We will plan to submit our application for Apple Harvest Race on Monday 06/10. We would like to attend the selectman meeting scheduled for Mon. 06/24. Could you please confirm this date will work for us to attend the 06/24 meeting?

Thank you again for all your help-
Courtney

On Wed, May 22, 2019 at 10:40 AM Courtney Lucey [REDACTED] wrote:

No worries Angus-thank you for getting back to us!

On Wed, May 22, 2019 at 7:50 AM Town Manager <townmanager@wnewbury.org> wrote:

Courtney,
Responses to your questions follow below, sorry for the delay!

Thanks,
Angus

On May 21, 2019, at 10:07 PM, courtney Lucey [REDACTED] wrote:

Hi Angus-

I wanted to be sure you received this message that I sent a couple of weeks ago regarding the Apple Harvest Race. We are anxious to address any immediate things now to ensure we can secure the Sun. Oct. 6th date with the town. If you could please advise on the items below, we would greatly appreciate it.

Thank you very much for your help, Courtney Lucey

Begin forwarded message:

From: Courtney Lucey [REDACTED]
Date: May 9, 2019 at 1:10:01 PM EDT
To: Town Manager <townmanager@wnewbury.org>
Cc: Residents Admin <residents.admin@wnewbury.org>, Kristen Shikes [REDACTED]
Subject: Re: Apple Harvest 2019

Hello Angus-

Thank you so much for reaching out regarding the details for the Apple Harvest Race. I do apologize for the delay in getting a completed application to the town. We have been involved with the outreach for the new middle/high school so the race planning was on hold for the last couple of weeks. My other co-directors for the race are Kristen Shikes and Christina Gentile.

We did have a few questions:

1.) There was a section on the application that we were not quite sure how to fill in regard to DJ/music company we planned to use for the race, which is still undecided. Can that be filled in at a later date?

This can be filled in later.

2.) If we decide to hire a beer truck to come during the day of the race, do we need to pull an alcohol permit for that or is that typically done through the company that is hired?

The company will need to apply since we'll need their TIPS certification and a certificate of insurance. This can be filed separately from the special event permit.

3.) We plan to hold pasta dinner and serve alcohol there which we know requires a alcohol permit as well as police and fire detail. However, if we decided to serve alcohol at a set price vs. suggested donations, does the cost of the permit for "cash bar" increase as a result or remain the same price?

Won't affect price of alcohol permit.

4.) There were also sections on the special permit that deferred to Glenn Kemper/selectman or the Chief of police regarding details that we have not yet

discussed specifically with them yet, but would anticipate they would be the same as previous years. Would you recommend we make contact with them first prior to submitting the applications or is it usually a rolling process?

My office circulates the special event permit to the police and fire dept and they would then follow up w you regarding any questions or need for addl info.

We plan to get back into the full swing with race planning now that the vote has gone through-Yeah!

Thank you for your help--
Courtney

On Thu, May 9, 2019 at 12:20 PM Town Manager <townmanager@wnewbury.org> wrote:

Hi Courtney,

I am following up on your conversation with Annie Sterling in my office earlier this spring re the Special Event Permit anticipated to be requested for Apple Harvest Road Race the weekend of October 6th.

Please let us know when you expect to submit the application so I can get this penciled in for a future Board of Selectmen agenda. There is plenty of time, but I want to make sure we're in coordination re timing. Typically the Board does expect a representative of the application to attend the meeting. Upcoming meeting dates are 5/13, 5/28, 6/10 and 6/24, or we can look at something over the summer.

Thanks,

Angus

Angus Jennings, Town Manager

Town of West Newbury

Town Office Building

381 Main Street

West Newbury, MA 01985

(978) 363-1100 x111

TOWN OF WEST NEWBURY
APPLICATION
STREET OPENING PERMIT

PLEASE NOTE: If this is an application for a driveway for a new home, a street number must be obtained from the Building Inspector before submitting the application.

Permission is requested to enter 2 Hilltop Circle for the purpose
(include Street # or Map & Parcel #)

of Installing New Comcast conduit to Replace damaged existing cable
(IN SAME LOCATION)

All Street Opening applications must be submitted to the Board of Selectmen with a site plan showing:

- exact location of driveway or pavement/right-of-way cut
- existing trees within the public way or on the boundaries thereon
- stone walls and bound stones
- all utilities, including water lines and siren boxes
- grading back to original undisturbed ground
- 2' contours

IN GLASS AREA ONLY AT
EDGE OF ROADWAY
2' WIDE x 2' DEEP x 130' LENGTH
NO TRENCH PERMIT REQUIRED
ONLY STREET OPENING PERMIT.

Name: Tyler Nardone Signed: _____
(Please print)

6-20-2019
WSA

Address _____

e-mail _____

We have reviewed application/site plan and recommend approval with the following conditions:
(Applicants: Do not write in this space.)

SEE ATTACHMENT FROM DPW DIRECTOR

* The water service has been marked out.
the depth of the water service is
approximately 4'-5' feet.

\$35.00 application fee submitted VAMS

* Okay

[Signature]
Superintendent of Streets
[Signature] 6-20-19
Water Department Superintendent

\$ _____ Performance Bond required prior to issuance of permit

\$ _____ Certificate of Insurance required (naming the Town of West Newbury as an additional insured) prior to issuance of permit.



Town of West Newbury

381 Main Street

West Newbury, Massachusetts 01985

Wayne S. Amaral, Director of Public Works

978-363-1100, Ext. 120

DPWDirector@wnewbury.org

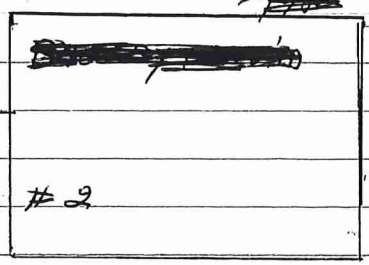
TO: Board of Selectmen
FROM: Wayne S. Amaral, DPW Director
DATE: June 20, 2019
RE: 2 Hilltop Circle – DPW Street Opening Permit Requirements

Per the above listed Street Opening Permits request for #2 Hilltop Circle, the following requirements are recommended to be included in said permits from the Department of Public Works.

1. **Edge of Roadway – Disturbed Area.**
 - a. Loam and Seed all disturbed areas at edge of roadway.
2. **Tracked Vehicles.**
 - a. No tracked vehicles shall be on the public roadway without a plywood or mat base.
3. **Dig-Safe.**
 - a. Per State Law, Dig-Safe must be requested by applicant or applicant's agent and copy of Dig-Safe information must be on-site for inspection if requested by DPW Director or designee.
4. **Traffic Controls.**
 - a. Police Details are required for all public roadway excavations. Contact the West Newbury Police Department at 978-363-1212.
 - b. MUTCD requirements must be followed on roadway and edge of roadway projects. A police detail is NOT a substitute for proper traffic controls.
5. **Roadway Plates.**
 - a. Roadway plates may not be used unless prior approval from the DPW Director.
6. Contact DPW 72-hours in advance of the commencement of work in the public right-of-way.
7. All worked in the public right of way is warranted by the applicant for 12-months after the acceptance of such work by the DPW Director or designee. Any roadway / trench failures must be corrected within 48 hours of notification and any emergency failures must be made-safe within two-hours of notification by West Newbury Police or town official.

1985 Lab #1

swd in 77



2

Water shut off



533"

PHONE

2 HILLTOP CIRCLE

RECEIVED
TOWN CLERK
WEST NEWBURY, MA

2019 JUN 13 AM 9:04

TOWN OF WEST NEWBURY APPLICATION STREET OPENING PERMIT

PLEASE NOTE: If this is an application for a driveway for a new home, a street number must be obtained from the Building Inspector before submitting the application.


Permission is requested to enter 7A Archelaus Hill Road for the purpose
(include Street # or Map & Parcel #)

of installing new comcast conduit from existing handhole to existing Doghouse - 35'

All Street Opening applications must be submitted to the Board of Selectmen with a site plan showing:

- exact location of driveway or pavement/right-of-way cut
- existing trees within the public way or on the boundaries thereon
- stone walls and bound stones
- all utilities, including water lines and siren boxes
- grading back to original undisturbed ground
- 2' contours

Name: Tyler Nardone
(Please print)

Signed: 

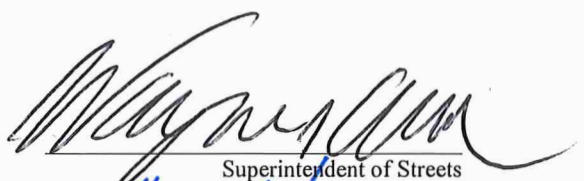
Address: 

e-mail: 

We have reviewed application/site plan and recommend approval with the following conditions:
(Applicants: Do not write in this space.)

\$35.00 application fee submitted AMS

"NO TOWN WATER"


Superintendent of Streets
Michael Egan 6-13-19
Water Department Superintendent

\$ _____ Performance Bond required prior to issuance of permit
\$ _____ Certificate of Insurance required (naming the Town of West Newbury as an additional insured) prior to issuance of permit.

(Revised 8-28-13)



Town of West Newbury

381 Main Street

West Newbury, Massachusetts 01985

Wayne S. Amaral, Director of Public Works

978-363-1100, Ext. 120

DPWDirector@wnewbury.org

TO: Board of Selectmen
FROM: Wayne S. Amaral, DPW Director
DATE: June 13, 2019
RE: 7A Archelaus Hill Road – DPW Street Opening Permit Requirements

Per the above listed Street Opening Permits request for #7A Archelaus Hill Road, the following requirements are recommended to be included in said permits from the Department of Public Works.

1. Driveway Proposal.

- a. Excavate a depth of 17-18 inches.
- b. Install / place 12-inches of processed gravel.
- c. Compact in 6-inch lifts.
- d. Pave 3-inch binder course and 2-inch final course of bituminous asphalt from existing edge of roadway to property line for any single-family residential property. Pave 4-inch binder course and 2-inch final course of bituminous asphalt from existing edge of roadway to property line for all other residential and commercial property.

2. Roadway Trench

- a. Suitable excavated material may be placed back into trench no greater than 18-inches from roadway grade. Must be compacted in 6-inch lifts.
- b. Install / place 12-inches of processed gravel from 18-inches below roadway grade to 6-inches below roadway grade. Must be compacted in 6-inch lifts.
- c. Pave 4" binder course and 2" final course of bituminous asphalt.
- d. If not noted on plan, the roadway trench size must be pre-approved on-site by the DPW Director prior to excavating. Please call 978-363-1100 extension #120, 48-hours in advance of work
- e. **This roadway is in very good condition and it is directed by the DPW Director that between 60-90 days after the completion of conduit installation – Applicant must return to infrared trench.**

3. Edge of Roadway – Disturbed Area.

- a. Loam and Seed all disturbed areas at edge of roadway.

4. Tracked Vehicles.

- a. No tracked vehicles shall be on the public roadway without a plywood or mat base.

5. Dig-Safe.

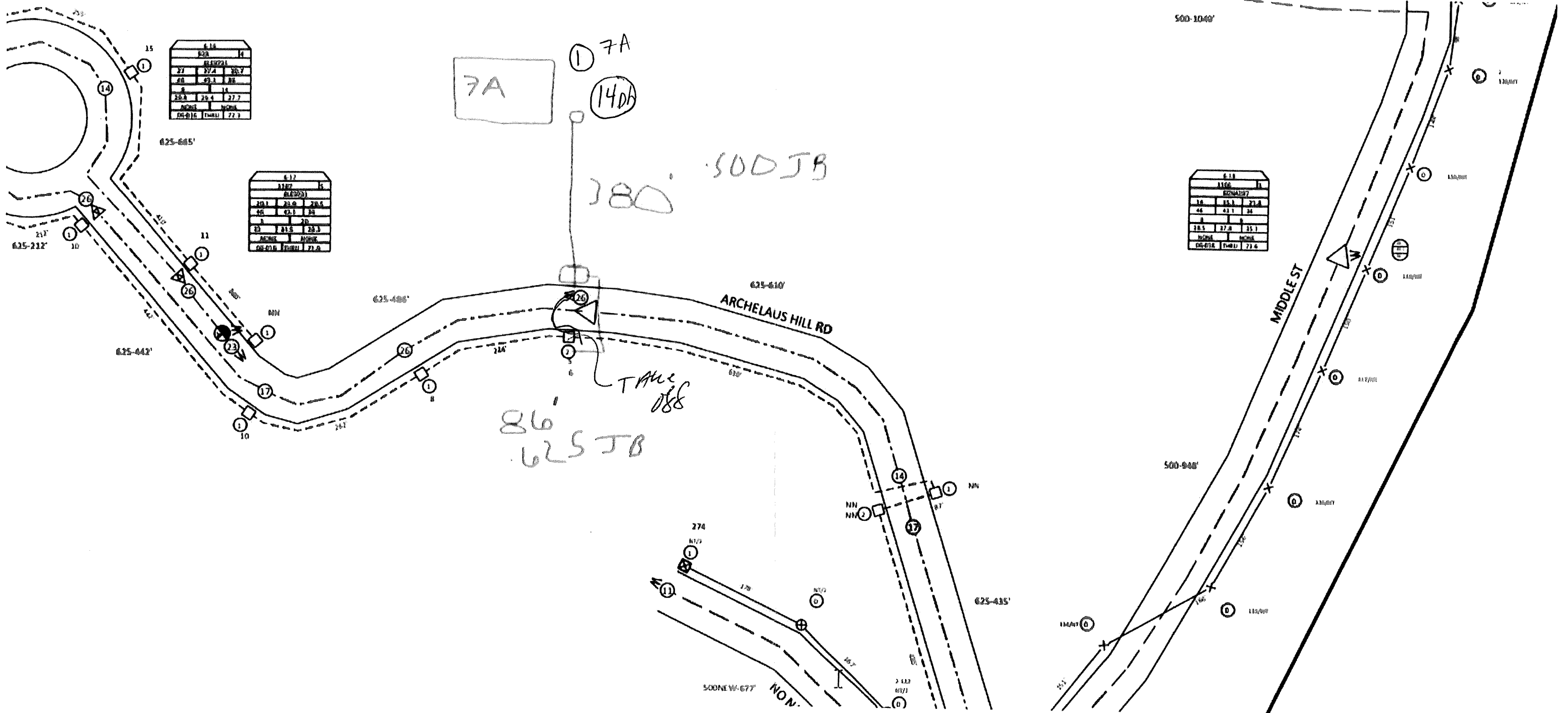
- a. Per State Law, Dig-Safe must be requested by applicant or applicant's agent and copy of Dig-Safe information must be on-site for inspection if requested by DPW Director or designee.

6. Traffic Controls.

- a. Police Details are required for all public roadway excavations. Contact the West Newbury Police Department at 978-363-1212.
- b. MUTCD requirements must be followed on roadway and edge of roadway projects. A police detail is NOT a substitute for proper traffic controls.

7. Roadway Plates.

- a. Roadway plates may not be used unless prior approval from the DPW Director.
8. Contact DPW 72-hours in advance of the commencement of work in the public right-of-way.
 9. All worked in the public right of way is warranted by the applicant for 12-months after the acceptance of such work by the DPW Director or designee. Any roadway / trench failures must be corrected within 48 hours of notification and any emergency failures must be made-safe within two-hours of notification by West Newbury Police or town official.



1655

TOWN OF WEST NEWBURY
Request For Appropriation Transfers
Between or Within Departments

(To be submitted in quadruplicate with documentation)

BOARD OF SELECTMEN & FINANCE COMMITTEE
TOWN OF WEST NEWBURY

Date: 6/5/19

Members:

Request is hereby made for the following transfer between departmental appropriations in accordance with Chapter 77 of the Acts of 2006 amending Chapter 44, Section 33B (non-expiring), of the Massachusetts General Laws:

Amount requested: \$ 400.00

1. To be transferred from: 1415710 Assessor Vehicle Allowance
(Give name of appropriation and Account #)

Present balance in above appropriation: \$ \$1,182.19

2. To be transferred to: 1415112 Assessors Appt'd Pers Salaries

(Give name of appropriation and Account #)

Present balance in above appropriation: \$ 11,903.55

Explanation for requested transfer: To cover salaries for temporary coverage for Assessors Office counter during absences for conferences and vacations throughout the fiscal year for days the Assessors clerk is not regularly scheduled.

Request submitted by (signature required):



Officer or Department Head

APPROVALS

Board of Selectmen:

Date of Meeting: _____

Number Present and Voting: _____

Approved by Majority, list vote: _____

Transfer disapproved (checkmark): _____

Signature:

Chairperson, Board of Selectmen

Finance Committee:

Date of Meeting: _____

Number Present and Voting: _____

Approved by Majority, list vote: _____

Transfer disapproved (checkmark): _____

Signature:

Chairperson, Finance Committee

Please Note:

1. This alternative year-end transfer procedure applies for the last two months of the fiscal year (May and June) and the first 15 days of July (for that same fiscal year) and requires a majority vote of the Board of Selectmen and the Finance Committee.
2. This procedure may **not** be used to transfer from a Municipal Light or School Department.
3. This procedure may **not** be used to transfer more than three percent of a department's annual budget, or \$5,000, whichever is greater.
4. Signed originals of this request (required in quadruplicate) will be distributed to the Board of Selectmen, the Finance Committee, the Town Accountant, and the requesting department.



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: Board of Selectmen
FROM: Angus Jennings, Town Manager
DATE: June 22, 2019
RE: Meeting regarding Middle/High School project

I attended a meeting on June 20th with the project architects and project manager and the town planning, conservation, inspectional services departments from both West Newbury and Groveland. Intermunicipal coordination is already underway relative to permitting, inspections, etc. Site diligence (test pits etc.) will begin next week but no significant site work will begin until after local permitting (ConsComm, Planning Board), and we're working with the project managers to get to a schedule of milestones re when permits are expected to be filed, etc.

It is anticipated that, later this summer, a letter will go out from the School Committee (as the project developer) to nearby neighborhoods, and will be shared more broadly via web, social media etc., once a general schedule is available.

In the meantime, my office will continue to provide periodic updates at Board of Selectmen meetings; and the School Building Committee continues to meet monthly at 6:30pm on the 2nd Tuesday of the month. Regular updates and will continue to be provided there as well.



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: Board of Selectmen
FROM: Angus Jennings, Town Manager
DATE: June 22, 2019
RE: School project permit fees

The following Board of Selectmen policy was reviewed with the Board in August 2018, and was not amended at that time.

Permit Fees

With the exception of large projects such as the School renovation project and the Housing Authority's construction project, Inspection Department fees shall be waived for Town Departments. Permits shall be required but the fee shall not be charged.

I look to verify the Board's intend to approve a waiver of certain fees associated with the Middle/High School project. Work has been ongoing regarding what amounts will be paid into escrow accounts to cover any direct expenses the Town will incur as part of permitting and inspections. The draft MOU, previously reviewed with the Board on a couple of occasions but not yet finalized, is enclosed for further review. I have met recently with both the Superintendent, the project architect, and inspectional services personnel to review the draft. I would like to continue to make progress to document an agreement between the Board and the School District to ensure that Town offices' administration is in accordance with Town policy.

MEMORANDUM OF UNDERSTANDING
Between
TOWN OF WEST NEWBURY
And
PENTUCKET REGIONAL SCHOOL DISTRICT

On this _____ day of _____, 2019, the Town of West Newbury, acting through its Town Manager, (hereinafter referred to as “West Newbury”) and the Pentucket Regional School District, acting through its Superintendent of Schools, (hereinafter referred to as “Pentucket”) enter into this Memorandum of Understanding regarding the payment of inspection fees for the regional high school and middle school projects. (hereinafter the “Project”)

WHEREAS, West Newbury has promulgated an inspection fee schedule as set forth in the “Building Permit Fee Schedule as of August 1, 2018” and charges fees in accordance with said Schedule for new construction within the Town of West Newbury;

WHEREAS, West Newbury has adopted a policy to not charge fees for municipal projects, excepting large scale school or municipal building project:

WHEREAS, West Newbury and Pentucket mean to compensate West Newbury for the overhead costs and the additional costs and expenses incurred by the Town Inspectional Services in connection with the Project, in lieu of the Building Permit Fee Schedule.

NOW THEREFORE, the parties agreed as follows:

West Newbury shall assess Pentucket for the actual payroll expenses incurred by West Newbury for any excess hours over his regularly scheduled hours for the Building Inspector, for any hours incurred by the other West Newbury Inspectors pertaining to the Project, and any costs and expenses incurred from outside consultants or other sources pertaining to the Project.

This Agreement does not include other fees and costs due West Newbury from departments other than Inspectional Services, including but not limited to the Planning Board, the Conservation Commission and the Board of Health, whose fees and costs shall be paid in the ordinary course.

Upon the submittal of the building permit application for the Project, Pentucket shall paid West Newbury the sum of \$_____ in order to compensate West Newbury for overhead costs and expenses.

Memorandum of Understanding
West Newbury/Pentucket

Upon the submittal of a building permit application for the Project, Pentucket shall deposit with West Newbury the sum of \$ _____ which shall be held by the Town of West Newbury Accountant. (hereinafter the “Escrow Fund”)

The Building Inspector of the Town of West Newbury (hereinafter “Building Inspector”) shall submit to the Town of West Newbury Town Accountant periodic invoices detailing the costs and expenses incurred by West Newbury in connection with the Project in accordance with this Memorandum of Understanding with a copy of such invoice to the Superintendent of the Pentucket Regional School District (hereinafter “Superintendent”).

The Town Accountant of the Town of West Newbury shall hold the invoice for fourteen days and, if no hold is requested by the Superintendent, the Town Accountant shall pay the invoice from the Escrow Fund. In the event that the Superintendent does request a hold on any invoice, the Building Inspector and the Superintendent shall meet to discuss and resolve any questions concerning such invoice. In the event that the Superintendent and the Building Inspector cannot reach an agreement as to any such invoice, then the invoice shall be submitted to a joint meeting of the West Newbury Board of Selectmen and the West Newbury members of the Pentucket School District whose decision as to what amount, if any, of such invoice shall be paid shall be final.

If the Escrow Fund is reduced to less than \$ _____, then the Town Accountant shall send a notice to the Superintendent of the reduction of the Escrow Fund and the Pentucket shall submit an additional \$ _____ to the Town Accountant of the Town of West Newbury within fourteen days from receipt of the Building Inspector’s notice.

After the issuance of the Certificate of Occupancy, the Building Inspector shall submit a final invoice to the Town Accountant. After payment of the final invoice, the Town Accountant shall remit any surplus funds to Pentucket.

This Memorandum of Understanding may be amended from time to time by a writing duly executed by the parties.

WITNESS our hands and seals as of the date first written above.

TOWN OF WEST NEWBURY

PENTUCKET REGIONAL SCHOOL DIST.

Angus Jennings
Town Manager

Justin Bartholomew
Superintendent



PENTUCKET REGIONAL SCHOOL DISTRICT

OFFICE OF THE SUPERINTENDENT
22 MAIN STREET
WEST NEWBURY, MASSACHUSETTS 01985-1897
TEL: (978) 363-2280 / FAX: (978) 363-1165

GROVELAND
MERRIMAC
WEST NEWBURY

Justin Bartholomew, Ed.D.
Superintendent

Brent Conway
Assistant Superintendent

Greg A. Labrecque
Business Manager

Michael A. Jarvis, Ed.D.
Director of Supplemental and Intensive Services

2 January 2019

Dear Board of Selectmen,

The Chairperson of the Pentucket Regional School District (PRSD) School Committee is aware that the prior Board of Selectmen practice has been to exempt town projects from permitting fees, but that this did not apply for “large projects such as the School renovation project.” In reviewing this issue with the Town Manager and Building Inspector, the Superintendent has advised that there would be support at a staff level to revisit this practice in order to reduce anticipated permitting and inspection costs relative to the pending new school project.

Therefore, on behalf of the School Committee, I respectfully request that the Board of Selectmen for the Town of West Newbury and the Pentucket Regional School District enter into a Memorandum of Understanding (MOU) regarding the permit and inspection fees related to the potential construction of a new grade 7 to 12 Middle/High School which will be primarily located in the Town of West Newbury.

PRSD proposes that such an MOU be centered on the principle that PRSD will provide reimbursement to the Town of West Newbury for actual payroll and expenses incurred by the Town for this project, over and above regularly budgeted staff hours, and would not be based on the current fee schedule in effect with the Inspectional Service Department. Additionally, PRSD recognizes that this project, due to its complexity and certain state-of-the-art elements, may require specialized inspections by outside experts. PRSD would also be prepared to absorb any direct expenses resulting from such outside review.

If this meets the Board’s approval, in concept, we would look forward to executing an MOU to this effect in the near term so as to assist the project team with estimating permitting and inspection costs for purposes of project budgeting.

I understand that this matter will be considered at the Board’s meeting on January 7th, 2019, and we would be pleased to provide any further information as may be needed.

Thank you in advance for your consideration.

Sincerely,

Dr. Justin Bartholomew
Superintendent

Town Manager

From: Glenn Clohecy
Sent: Friday, June 21, 2019 10:08 AM
To: [REDACTED]
Cc: Town Manager; Michael McCarron
Subject: School Project Plan Review

Gentlemen,

I have reached out to the ICC to get an estimate for review of the building plans for the school project. This verbal estimate was based on the following;

Building square footage: 212,000
Use Group E
Type 2B Construction (Construction Type confirmed by Brad as 2A & 2B)

Construction Review:	16,500.00
HVAC Review	4,125.00
Electrical Review	4,125.00
Plumbing Review	4,125.00
Accessibility	4,125.00
Total	33,000.00

This estimate was based on a phone conversation to get a general idea of review costs. This was done without the benefit of a set of plans and specifications, however I was assured by Michael Giachetti from the ICC that it should be a close estimate.

Respectfully,

Glenn Clohecy

Inspector of Buildings
Town of West Newbury
381 Main St.
West Newbury, MA 01985
Tele # 978-363-1100 ext 122
Fax # 978-363-1119

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

Article 1. Purpose

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

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

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

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

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

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

Article 2. Definitions

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

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

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

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

Article 3. Term

This Agreement shall take effect upon its approval and execution by the Boards of Selectmen of the respective Participating Governmental Units, and shall expire on June 30, 2020. However, the Agreement may be extended by up to two additional one-year terms commencing on July 1, 2020, and July 1, 2021, respectively. Any such extension term(s) shall be subject to approval by the Town of Salisbury, as authorized by its Board of Selectmen, and the Town of West Newbury,

as authorized by its Board of Selectmen. Either Participating Governmental Unit shall give notice in writing to the other at least ninety (90) days prior to the start of the fiscal year of whether or not it wishes to extend this initial term. Should the parties fail to extend this Agreement by written addendum hereto, the agreement shall terminate upon the last day of the then-current term.

Article 4. Lead Town

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

Article 5. Funding Contribution

During Fiscal Year 2020, the Town of West Newbury shall pay the Town of Salisbury two separate amounts for services provided by the Town of Salisbury. The Town of West Newbury shall pay the Town of Salisbury for pump out services a total sum of not greater than \$6,000.00 to be paid upon receipt of invoices for services rendered. In addition, the Town of West Newbury shall pay the Town of Salisbury for enforcement of Harbor Regulations a total sum of \$2,000.00 in two equal payment of \$1,000.00 on or before July 31, 2019 and November 30, 2019, to be paid as a fixed fee for services provided pursuant to Article 7 below. These payments shall include all applicable expenses incurred by the Town of Salisbury in providing services on behalf of the Participating Governmental Units, including, but not limited to, wages and any other applicable benefits. Nothing herein shall prevent the parties from mutually agreeing in writing to change the funding contribution during the initial term or any extended term of this agreement, subject to available appropriation.

Article 6. Financial Safeguards

Under the provisions of M.G.L. Chapter 40, §4A, the Town of Salisbury Harbormaster shall provide to the Town of West Newbury periodic financial statements that shall include: accurate and comprehensive records of the services performed under this agreement; the costs incurred; and the reimbursements and contributions received. Such reports shall be compiled and distributed by the Harbormaster on a quarterly basis. In addition, all bills and payrolls submitted for work done under this regional Agreement shall be plainly marked to indicate that the work was done under the authority of this Agreement.

Article 7. Hours of Services and Service Requirements

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

patrols may be suspended, upon the reasonable judgement of the Harbormaster, on days with inclement weather.

Article 8. Vehicle Usage

The Town of West Newbury shall provide a pump out boat. This vehicle shall be made available for the use of the Salisbury Harbormaster. Collision and liability insurance for this vehicle shall be paid by the Town of West Newbury. The Town of Salisbury shall be responsible for the garaging, maintenance and upkeep of West Newbury's pump out boat during the term of this Agreement.

Article 9. Fees and Fines

Any fees or fines collected during the provision of pump-out or enforcement services will be collected on behalf of and returned to the Participating Governmental Unit from within the municipal boundaries of which the service is performed. All citations or warnings issued by the Salisbury Harbormaster within the portion of the Merrimack River abutting West Newbury shall be sent to the West Newbury Harbor Committee, care of the Town Manager's office, not later than seven (7) calendar days after the date of issuance of the citation or warning.

Article 10. Indemnification

In the event that any claims, demands, suits, causes of action, costs, and expenses arise with respect to the services provided pursuant to this Agreement, and to the extent permitted by Massachusetts General Laws chapter 258 and other applicable law, a Participating Governmental Unit shall indemnify, defend and hold harmless the other participating Government Unit from and against any such claims, demands, suits, causes of actions, costs and expends, including reasonable attorneys' fees and legal costs, but only to the extent that they arise from or relate to the negligent acts or omissions of the first Participating Governmental Unit, or its agents, servants, or employees. By entering into this Agreement, neither of the parties has waived any governmental immunity or limitation of liability or damages which may be extended to them by operation of law. This Agreement is by and between the municipalities which have executed it and each states that the Agreement is intended for their mutual benefit alone and is not intended to confer any express or implied benefits on any other entity or person. This Agreement is not intended to confer third party beneficiary status on any person.

Article 11. Miscellaneous

- a) This Agreement may only be amended in writing by vote of both of the Participating Governmental Units. Should additional municipalities seek to join this program of shared pump out services, the terms agreed to herein, including apportionment of expenses, for such additional municipalities shall be negotiated and approved by both of the Participating Governmental Units.
- b) This Agreement represents the entire understanding of the parties with respect to its subject matter.
- c) This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.
- d) If any of the provisions of this Agreement is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under such provision, provided, however, that the remainder of the Agreement shall be enforced.

Witness our hands and seals as of this ____ day of June, 2019.

TOWN OF WEST NEWBURY
By its Board of Selectmen

TOWN OF SALISBURY
By its Board of Selectmen

Dated: _____

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

Article 1. Purpose

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

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

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

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

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

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

Article 2. Definitions

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

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

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

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

Article 3. Term

This Agreement shall take effect upon its approval and execution by the Boards of Selectmen of the respective Participating Governmental Units, and shall expire on June 30, 2020. However, the Agreement may be extended by up to two additional one-year terms commencing on July 1, 2020, and July 1, 2021, respectively. Any such extension term(s) shall be subject to approval by the Town of Salisbury, as authorized by its Board of Selectmen, and the Town of West Newbury,

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as authorized by its Board of Selectmen. Either Participating Governmental Unit shall give notice in writing to the other at least ninety (90) days prior to the start of the fiscal year of whether or not it wishes to extend this initial term. Should the parties fail to extend this Agreement by written addendum hereto, the agreement shall terminate upon the last day of the then-current term.

Article 4. Lead Town

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

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Article 5. Funding Contribution

During Fiscal Year 2020, the Town of West Newbury shall pay the Town of Salisbury two separate amounts for services provided by the Town of Salisbury. The Town of West Newbury shall pay the Town of Salisbury for pump out services a total sum of not greater than \$6,000.00 to be paid upon receipt of invoices for services rendered. In addition, the Town of West Newbury shall pay the Town of Salisbury for enforcement of Harbor Regulations a total sum of \$2,000.00 in two equal payment of \$1,000.00 on or before July 31, 2019 and November 30, 2019, to be paid as a fixed fee for services provided pursuant to Article 7 below. These payments shall include all applicable expenses incurred by the Town of Salisbury in providing services on behalf of the Participating Governmental Units, including, but not limited to, wages and any other applicable benefits. Nothing herein shall prevent the parties from mutually agreeing in writing to change the funding contribution during the initial term or any extended term of this agreement, subject to available appropriation.

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Deleted: (\$3,000.00 for expenses and \$3,000.00 for wages)

Deleted: in four equal quarterly payments of \$1,500.00 on or before November 1, 2018, January 1, 2019, March 1, 2019 and May 1, 2019

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Article 6. Financial Safeguards

Under the provisions of M.G.L. Chapter 40, §4A, the Town of Salisbury Harbormaster shall provide to the Town of West Newbury periodic financial statements that shall include: accurate and comprehensive records of the services performed under this agreement; the costs incurred; and the reimbursements and contributions received. Such reports shall be compiled and distributed by the Harbormaster on a quarterly basis. In addition, all bills and payrolls submitted for work done under this regional Agreement shall be plainly marked to indicate that the work was done under the authority of this Agreement.

Article 7. Hours of Services and Service Requirements

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

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patrols may be suspended, upon the reasonable judgement of the Harbormaster, on days with inclement weather.

Article 8. Vehicle Usage

The Town of West Newbury shall provide a pump out boat. This vehicle shall be made available for the use of the Salisbury Harbormaster. Collision and liability insurance for this vehicle shall be paid by the Town of West Newbury. The Town of Salisbury shall be responsible for the garaging, maintenance and upkeep of West Newbury's pump out boat during the term of this Agreement.

Article 9. Fees and Fines

Any fees or fines collected during the provision of pump-out or enforcement services will be collected on behalf of and returned to the Participating Governmental Unit from within the municipal boundaries of which the service is performed. All citations or warnings issued by the Salisbury Harbormaster within the portion of the Merrimack River abutting West Newbury shall be sent to the West Newbury Harbor Committee, care of the Town Manager's office, not later than seven (7) calendar days after the date of issuance of the citation or warning.

Article 10. Indemnification

In the event that any claims, demands, suits, causes of action, costs, and expenses arise with respect to the services provided pursuant to this Agreement, and to the extent permitted by Massachusetts General Laws chapter 258 and other applicable law, a Participating Governmental Unit shall indemnify, defend and hold harmless the other participating Government Unit from and against any such claims, demands, suits, causes of actions, costs and expends, including reasonable attorneys' fees and legal costs, but only to the extent that they arise from or relate to the negligent acts or omissions of the first Participating Governmental Unit, or its agents, servants, or employees. By entering into this Agreement, neither of the parties has waived any governmental immunity or limitation of liability or damages which may be extended to them by operation of law. This Agreement is by and between the municipalities which have executed it and each states that the Agreement is intended for their mutual benefit alone and is not intended to confer any express or implied benefits on any other entity or person. This Agreement is not intended to confer third party beneficiary status on any person.

Article 11. Miscellaneous

- a) This Agreement may only be amended in writing by vote of both of the Participating Governmental Units. Should additional municipalities seek to join this program of shared pump out services, the terms agreed to herein, including apportionment of expenses, for such additional municipalities shall be negotiated and approved by both of the Participating Governmental Units.
- b) This Agreement represents the entire understanding of the parties with respect to its subject matter.
- c) This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.
- d) If any of the provisions of this Agreement is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under such provision, provided, however, that the remainder of the Agreement shall be enforced.

Witness our hands and seals as of this _____ day of June, 2019.

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TOWN OF WEST NEWBURY
By its Board of Selectmen

TOWN OF SALISBURY
By its Board of Selectmen

Dated: _____

Town Manager

From: Matthew Coogan <MCoogan@CityofNewburyport.com>
Sent: Tuesday, June 11, 2019 3:31 PM
To: Town Manager
Cc: Jeff Durand (durand@westnewburysafety.org); Frank Giacalone; Ethan Manning; Anthony Furnari
Subject: RE: <EXTERNAL>Re: <EXTERNAL>RE: ACO
Attachments: ACO Intermunicipal Agreement FY2020 - DRAFT Update 6-11-19.docx

Hi Angus

The City's Council's authorization of the ACO agreement was pushed to their second meeting on June 24th (we passed the budget last night and it was a long night). In addition, during the Budget and Finance Subcommittee requested that our City Solicitor review Article 10 Indemnification to make sure the language is explicit that each community is not held liable for incidences that occur in the other community in respect to the ACOs duties. The updated language is below and the updated contract is attached.

Thanks,

Matt

Article 10 Indemnification

In the event that any claims, demands, suits, causes of action, costs, and expenses arise with respect to the services provided pursuant to this agreement, and to the extent permitted by Massachusetts General Laws chapter 258 and other applicable law, a Participating Governmental Unit shall indemnify, defend and hold harmless the other participating Government Unit from and against any such claims, demands, suits, causes of actions, costs and expends, including reasonable attorneys' fees and legal costs, but only to the extent that they arise from or relate to the negligent acts or omissions of the first Participating Governmental Unit, or its agents, servants, or employees, or from or in relation to actions taken by the Animal Control Officer on behalf of or at the direction of the first Participating Governmental Unit. By entering into this Agreement, neither of the parties has waived any governmental immunity or limitation of liability or damages which may be extended to them by operation of law. This Agreement is for the benefit of the parties hereto and is not intended to confer third party beneficiary status on any other person or entity.

From: Town Manager [mailto:townmanager@wnewbury.org]
Sent: Wednesday, May 29, 2019 8:54 PM
To: Matthew Coogan
Cc: Jeff Durand (durand@westnewburysafety.org); Frank Giacalone; Ethan Manning; Anthony Furnari
Subject: <EXTERNAL>Re: <EXTERNAL>RE: ACO

CAUTION: This email is from an external source. Be careful when clicking links or opening attachments.
Thanks. I'll get you a signed copy to fully execute on your end after June 10th.

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: [Erica Citro](#)
To: [Town Manager](#)
Subject: RE: ACO agreement w Newburyport
Date: Wednesday, June 12, 2019 10:10:01 AM

Hi Angus,

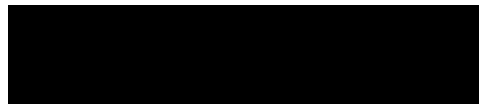
The vehicles insurance will still be primary. I would still recommend getting a certificate naming the town as additional insured. Auto insurance always follows the vehicle not the driver.

The mutual hold harmless looks good to me but should be reviewed by Town Counsel as well for a legal view on it.

Thank you,

Erica Citro, CIC, CISR
Account Manager

Cabot Risk Strategies LLC
Massachusetts Bay Self-Insurance Group
MIIA Member Services



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From: Town Manager <townmanager@wnewbury.org>
Sent: Tuesday, June 11, 2019 3:57 PM
To: [Redacted]
Subject: ACO agreement w Newburyport

Hi Erica,

We had corresponded a couple of weeks ago re our ACO agreement.

Do you see any concern w the revised language below? I'd like to add this to our [6/24](#) BoS agenda for updated vote to endorse.

CITY OF NEWBURYPORT AND TOWN OF WEST NEWBURY

INTERMUNICIPAL AGREEMENT FOR THE ADMINISTRATION OF SHARED ANIMAL CONTROL SERVICES

Article 1. Purpose

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

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

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

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

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

Article 2. Definitions

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

Article 3. Term

This Agreement shall take effect on the 1st day of July 2019, for a one year term that may be extended by up to two additional one year terms commencing on July 1, 2020 and July 1, 2021. Any such extension term shall be subject to approval by the City of Newburyport, as authorized by its City Council and approved by its Mayor, and the Town of West Newbury, as authorized by its Board of Selectmen. The Participating Governmental Units shall give each other notice of whether or not they wish to extend this initial one year term at least ninety days prior to the annual Town Meeting of the Town of West Newbury but no later than ninety days prior to June 1st of the then-current term, unless another date is mutually agreed upon in writing. Should the parties fail to extend this Agreement by written addendum hereto, the agreement shall terminate upon the last day of the then-current term.

Article 4. Lead City

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

Article 5. Funding Contribution

During the Fiscal Year 2020 (July 1, 2019- June 30, 2020), the Town of West Newbury shall pay the City of Newburyport for animal control services a total sum of \$24,050.00 to be paid in four equal quarterly payments of \$6,012.50 on or before August 1, November 1, February 1, and May 1 (provided that such sum will be prorated as of the date of approval of this Agreement by the Board of Selectmen of the Town of West Newbury and the Mayor of the City of Newburyport). This payment shall include all applicable expenses incurred by the City of Newburyport in providing Animal Control Services on behalf of the Participating Governmental Units, including, but not limited to, salaries, group health insurance, workers' compensation insurance, and all other applicable benefits. Nothing herein shall prevent the parties from mutually agreeing in writing to change the funding contribution during the initial term or any extended term of this agreement, subject to available appropriation.

Article 6 Financial Safeguards

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

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

Article 7 Hours of Services and Service Requirements

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

Article 8 Vehicle Usage

The Town of West Newbury shall provide a 2015 Ford Explorer. This vehicle shall be made available for the use of the Animal Control Officers. Collision and liability insurance for the vehicle shall continue to be paid by the Town of West Newbury. The City of Newburyport shall be responsible for the maintenance and upkeep of West Newbury's vehicle.

Article 9 Fines

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

Article 10 Indemnification

In the event that any claims, demands, suits, causes of action, costs, and expenses arise with respect to the services provided pursuant to this agreement, and to the extent permitted by Massachusetts General Laws chapter 258 and other applicable law, a Participating Governmental Unit shall indemnify, defend and hold harmless the other participating Government Unit from and against any such claims, demands, suits, causes of actions, costs and expends, including reasonable attorneys' fees and legal costs, but only to the extent that they arise from or relate to the negligent acts or omissions of the first Participating Governmental Unit, or its agents, servants, or employees, or from or in relation to actions taken by the Animal Control Officer on behalf of or at the direction of the first Participating Governmental Unit. By entering into this Agreement, neither of the parties has waived any governmental immunity or limitation of liability or damages which may be extended to them by operation of law. This Agreement is for the benefit of the parties hereto and is not intended to confer third party beneficiary status on any other person or entity.

Article 11 Operation of Animal Shelter Facilities

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

- I. OPERATIONS:
 - A. The Animal Shelter Facility shall be accessible to the citizens of each Participating Governmental Unit for the retrieval of impounded animals during normal business hours, Monday through Friday 8AM to 4PM by appointment. Weekend hours will be provided by appointment only. Notice shall be posted conspicuously and in a readily accessible format in the main municipal building of both Participating Governmental Units which states the hours of operation and an emergency telephone number for use by residents to retrieve their pets. Such information shall also be made available on each respective Participating Governmental Unit website. The animal shelter shall be able to accept impounded animals 24 hours a day, 365 days a year.
 - B. Newburyport will provide daily supervision, food, water and humane care to animals boarded at the shelter.
 - C. All Animal Control Officers will log in each time they enter the Animal Shelter Facility. The sign-in sheets will be submitted monthly to the Director of Public Health.
 - D. The Animal Shelter Facility is to be solely used for the impounding of animals and to be used by Animal Control Officers only. There shall be no entry of other persons in the shelter without the consent of the City of Newburyport Director of Public Health.
 - E. Newburyport will be responsible for the Animal Shelter Facility cleaning/sanitizing supplies, maintenance, heat, water, electric and other utility costs incurred in connection with the operation of the Facility.
 - F. Newburyport will be responsible to keep the Animal Shelter Facility and associated kennels maintained, clean, and sanitary on a daily basis. Excreta and food waste shall be removed from primary enclosures daily and from under enclosures as often as necessary to prevent an excessive accumulation of feces and food waste, to prevent soiling of the animals contained in the enclosures, and to reduce disease, hazards, insects, pests, and odors. The condition of the kennels and quality of care is to be of a high caliber and performed to the standards established by the City of Newburyport Director of Public Health.
 - G. Boarding facilities shall include a sheltered kennel unit with cages and/or runs that protect the animals from precipitation, and extreme hot (100°F or greater) and cold (45°F or less) conditions. Except in emergency situations, as determined by the Newburyport Animal Control Officer, no more than one adult animal shall be kept per cage.

- H. Newburyport will be responsible for ensuring that an ill or injured animal is treated promptly by the respective Participating Governmental Unit's contracted licensed veterinarian, depending on the nature and/or seriousness of the illness or injury, and that any prescribed medication is promptly obtained and administered.
- II. FEES:
- A. Owners who reclaim animal(s) shall make payment to the City of Newburyport prior to reclaiming their animal(s) for all boarding fees (\$35.00 per day for each animal) and all other fees related to shelter services provided per day per animal.
 - B. Newburyport shall provide invoices, collect monies and keep records of all required fees received from owners. Invoices provided to owners who are retrieving their animal shall include the date that the animal was delivered to the shelter, the per day shelter rate, the number of days that the animal was sheltered, medical bills as applicable, and total fee due and collected.
 - C. Each Participating Governmental Unit shall be responsible for the direct costs to care for the animals which originate from said community, including but not limited to flea treatments and any veterinary costs. For the purposes of this agreement, "veterinary costs" shall include rabies vaccinations, health evaluation, treatment of minor curable diseases and euthanasia.
 - D. Each Participating Governmental Unit shall pay any additional costs associated with the transport and removal of animals from their community if an animal is not claimed or is injured.
 - E. Newburyport may add a surcharge of up to ten (10) percent (not to exceed \$25.00) to medical bills to cover certain incidental costs relating to transportation of an animal to a veterinarian's office, telephone expenses incurred in connection with medical treatment, and any special care involved. Bills must support all medical charges and receipts bearing the name of the veterinarian or firm from whom they were obtained.
 - F. Fees for animals that are unclaimed by the owner at the end of the maximum seven (7) day holding period shall be paid by the Participating Governmental Unit where the animal originated.
 - G. All fees and receipts from boarding and all other services related to the shelter shall be submitted monthly to the City of Newburyport Health Department.
- III. RECORD KEEPING: Each Participating Governmental Unit's Animal Control Officers shall maintain an impound record on each animal delivered to the Animal Shelter Facility. The impound record will be prepared and filled out by the appropriate Animal Control Officer and delivered to the Facility with the animal.

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

IV. DISCHARGE:

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

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

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

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

Article 12 Miscellaneous

- a. This agreement may be amended in writing by vote of both of the Participating Governmental Units. Should additional municipalities seek to join this program of shared Animal Control Services, the terms agreed to herein, including apportionment of expenses, for such additional municipalities shall be negotiated and approved by both of the Participating Governmental Units.
- b. This agreement represents the entire understanding of the parties with respect to its subject matter.
- c. This agreement shall be governed by the laws of the Commonwealth of Massachusetts.

- d. If any of the provisions of this agreement is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under such provision, provided, however, that the remainder of the Agreement shall be enforced.

TOWN OF WEST NEWBURY

By Board of Selectmen

Dated: _____

CITY OF NEWBURYPORT

By Mayor

Dated: _____



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: Board of Selectmen
FROM: Angus Jennings, Town Manager
DATE: June 22, 2019
RE: FY20 Committee appointments

An updated list of appointments, reflecting the Board's votes at your June 10th meeting, is enclosed. The Board is requested to take action on those requested appointments shaded in light green. The Town Clerk's office has taken the lead on corresponding with those individuals with information shaded in light red, and will provide a status update with any requested Board actions that evening.

FY2020 Board of Selectmen appointment list

Last Name	First Name	Department	Current Term Expiration (fiscal year)	Requested Reappointment	Board Approval
Board of Fire Engineers					
Evans	Dave	Board of Fire Engineers	4/30/2019	4/30/2020	4/22/2019
Dwyer	Michael	Board of Fire Engineers, Chief Engineer	4/30/2019	4/30/2020	4/22/2019
Jennell	Benjamin	Board of Fire Engineers	4/30/2019	4/30/2020	4/22/2019
Finance Committee					
(6) Members/three year terms					
Roberts	Gary	Finance Committee, Chair	2019	6/15/2022	6/10/2019
Kelly	Nathan	Finance Committee	2019	6/15/2022	6/10/2019
Beaudoin	Brad	Finance Committee	2020		
Durey	Forbes C.	Finance Committee	2020		
Knezek	Jessica	Finance Committee	2021		
Sperelakis	James	Finance Committee	2021		
Three members/Three Year Terms					
Duchemin	Margaret	Registrars of Voters	2018		
Veator	Rosamond B.	Registrars of Voters	2019	6/15/2022	6/10/2019
Henrichs	Elise	Registrars of Voters	2020	Resigned 6/30/2019	
McCarron	Michael P.	Registrars of Voters	Ex-Officio 2019	6/15/2020	
ZBA					
(5) Members - Five Year Terms; Two Associate Members - One Year Term					
Gregg	Judith	Zoning Board of Appeals	2019	6/15/2024	6/10/2019
Higgins	Patrick	Zoning Board of Appeals	2020		
Bachrach	William	Zoning Board of Appeals	2020		
Kelly	Paul O.	Zoning Board of Appeals	2021		
Davies	Richard	Zoning Board of Appeals	2022		
		Zoning Board of Appeals	Alternate		

FY2020 Board of Selectmen appointment list

Last Name	First Name	Department	Current Term Expiration (fiscal year)	Requested Reappointment	Board Approval
Harbor Committee					
Three Members, 3 year terms					
Goodwin	Thomas	Harbor Committee/Asst Harbormaster	2019	6/15/2022	6/10/2019
Hartford	Terence	Harbor Committee	2019	6/15/2022	6/10/2019
Dore	Brad	Harbor Committee	2021		
Boyd	Steve	Harbor Committee, Associate	n/a	6/15/2020	6/10/2019
Richard	Brian	requested to be appointed Alternate	n/a	6/15/2020	
Council on Aging					
Eleven Members: six of whom shall be over 60 years of age/(3) year terms					
Peterson	Marjorie	Council on Aging, Chair	2019	6/15/2022	6/10/2019
Publicover	Joseph	Council on Aging, Vice Chair	2019	6/15/2022	6/10/2019
Preble	Richard F.	Council on Aging	2019	6/15/2022	6/10/2019
Harada	Mary	Council on Aging	2019	6/15/2022	6/10/2019
Allen	George T.	Council on Aging	2020		
Bartlett	Elizabeth	Council on Aging	2020		
Warne	Barbara	Council on Aging, Secretary	2020		
DiNaro	Gail	Council on Aging	2021		
Johnston	Jacqueline	Council on Aging	2021		
Cavanaugh	M. Dorothy	Council on Aging, Treasurer	2021		
Woodbury	Theresa	Director of the Senior Center/Council on Aging	2019	6/15/2020	6/10/2019
Historical Commission					
Five Members/Three year terms					
Janes	Robert	Historical Commission - Chairman	2019	6/15/2022	6/10/2019
Conway	Jennifer	Historical Commission	2020		
Knezek	S. Paul	Historical Commission	2020		
Grammer	Elisa	Historical Commission	2021		
Cavanaugh	M. Dorothy	Historical Commission	2021		

FY2020 Board of Selectmen appointment list

Last Name	First Name	Department	Current Term Expiration (fiscal year)	Requested Reappointment	Board Approval
Historic District Commission					
Five Members with three year terms/Two Alternates with three year terms					
Clewley	Jeffrey	Historic District Commission	2018		
Alden	Jack	Historic District Commission			
Adolphson	Judy	Historic District Commission			
Dunlap	Margaret I.	Historic District Commission	2021		
Cavanaugh	Dorothy	Historic District Commission	2021		
Pentucket Regional School District, School Committee					
Reading	Christine M.	PRSD WN Reps	2020		
Felzani	Marie	PRSD WN Reps	2021		
Trotta	Dena	PRSD WN Reps	2022		
Personnel Advisory Committee					
Personnel Bylaw: "The Personnel Advisory Committee shall be composed of such a number of members for such periods of time as the Board of Selectmen shall so determine."					
Mizner	Judith H.	Personnel Advisory Committee	2019	6/15/2020	6/10/2019
Conrad	Catherine	Personnel Advisory Committee	2019	6/15/2020	6/10/2019
Goodwin	Ryan	Personnel Advisory Committee	n/a	6/15/2020	6/10/2019
Mill Pond Committee					
(7) Voting Members/three year terms; (5) or more Associate Members/one year terms					
Hamilton	Deborah R.	Mill Pond Committee	2018	6/15/2022	6/10/2019
Goodwin	Ryan	Mill Pond Committee, Chairman	2019	6/15/2022	6/10/2019
Corning	Zip	Mill Pond Committee	2019	6/15/2022	6/10/2019
Shwom	Matthew	Mill Pond Committee	2019	6/15/2022	6/10/2019
Trotta	Dena	Mill Pond Committee	2019	requested no reappt	
Welch	Michael	Mill Pond Committee	2020		
Delaney	Paul	Mill Pond Committee	2020		
Pendergast	Robin	Mill Pond Committee, Associate	2019	6/15/2020 (associate)	6/10/2019
McDowell	Polly	Mill Pond Committee, Associate	2019	6/15/2020 (associate)	6/10/2019

FY2020 Board of Selectmen appointment list

Last Name	First Name	Department	Current Term Expiration (fiscal year)	Requested Reappointment	Board Approval
Capital Improvements Committee					
Members from BOS, Finance Committee (1) year terms and (5) at-large members (3) year rotating term.					
Parker	Richard	Selectmen's Rep - Capital Improvements	2020	n/a	6/10/2019
Sherwood	Dougan	Capital Improvements Committee	2019		
Mirra	Lenny	Capital Improvements Committee	2019	resigning (moving out of town)	
Preble	Richard	Capital Improvements Committee	2020		
Kelly	Nathan	Finance Committee Representative	2020		6/17/19 (FinCom vote)
Mizner	Judith	Capital Improvements Committee	2021		
Boria	Julia	Capital Improvements Committee			
McDowell	Polly	requested new appt to Cap Imp Comm		6/15/2022	6/10/2019
Cable Advisory Committee					
Kemper	Glenn	Cable Advisory Committee	2019	6/15/2020	6/10/2019
Cultural Council					
Six year term only (Limited to two three year terms)					
Part I, Title II, Chapter 10, Section 58: At least (5) but not more than (22) Members					
Cosentino	Jocelyne	Cultural Council 2016-2019	2019	6/15/2022	6/10/2019
Vetere	Rose	Cultural Council 2016-2019	2019		
DeWitt	Catherine	Cultural Council 2017-2020	2020		
Karp	Heather	Cultural Council 2017-2020	2020		
Felzani	Marie	Cultural Council 2017-2020	2020		
Young	Linda	Cultural Council 2017-2020	2020		
Pullman	Margo	Cultural Council 2018-2021	2021		
Dougherty	Susan	Cultural Council 2018-2021	2021		
Cavanaugh	M. Dorothy	Cultural Council 2018-2021	2021		

FY2020 Board of Selectmen appointment list

Last Name	First Name	Department	Current Term Expiration (fiscal year)	Requested Reappointment	Board Approval
Friend	Amy	request to be on Council		6/15/2022	6/10/2019
Dion	S. Helena	request to be on Council		6/15/2022	6/10/2019
Tedeschi	Alyson	request to be on Council	n/a	6/15/2020	
Open Space Committee					
(7) Voting Members/Three Year Terms; (2) Associate Members/One Year Terms					
Reeser	Patricia	Open Space Committee	2019	6/15/2022	6/10/2019
Bourquard	A. Don	Open Space Committee	2019	6/15/2022	6/10/2019
Dodge	John	Open Space Committee	2019	6/15/2022	6/10/2019
Switzer	Marlene	Open Space Committee	2020		
Buschur	Brad	Open Space Committee	2020		
Lambert	Jean T.	Open Space Committee	2021		
Azenaro	Jessica	Open Space Committee	2021		
Reed	Wendy	Open Space Committee	Alt 2019	6/15/2020	
Carlat	Daniel	Open Space Committee	Alt 2019	requested not re-appt	
Community Preservation Committee					
Appointed three-year terms from Boards/Committees - Selectmen one year term					
Pruyn	Sherry	At-Large, Vice Chairman	2019	6/15/2022	6/10/2019
Parker	Richard	Selectmen's Rep	2020	n/a	6/10/2019
Bachrach	William	Parks & Recreation Rep	2020		
Janes	Robert P.	Historical Comm Rep	2020		
Mizner	Judy	Conservation Commission Rep	2020		
Cook	Raymond	Planning Board Rep	2021		
Harada	Mary	Housing Authority Rep, Secretary	2022		
Energy Advisory Committee					
One year terms					
Grammer	Elisa	Energy Advisory Committee	2019	6/15/2020	6/10/2019
Wallace	Arthur	Energy Advisory Committee	2019	6/15/2020	6/10/2019
Parker	Richard	Energy Advisory Committee	2019	6/15/2020	6/10/2019

FY2020 Board of Selectmen appointment list

Last Name	First Name	Department	Current Term Expiration (fiscal year)	Requested Reappointment	Board Approval
Callahan	Elizabeth	Energy Advisory Committee	2019		
Sherwood	Dougan	Energy Advisory Committee	2019		
Robinson	Phillips	Energy Advisory Committee	2019		
Investment Policy Committee					
Three Year Terms					
Madden	Lark	Investment Policy Committee	2019	6/15/2022	6/10/2019
Trim	Jean	Investment Policy Committee	2019	6/15/2022	6/10/2019
Archibald	David	Selectmen's Rep	2019	6/15/2022	6/10/2019
Knezek	Jessica	Finance Committee Rep	2020		6/17/19 (FinCom vote)
Wilde	Christopher	Investment Policy Committee	2020		
Yeames	Susan	Treasurer, Investment Policy Comm		6/15/2020	
Carr Post Building Committee					
Term: One Year # of Members: (5) with (2) members from the Historic Commission					
Janes	Robert	Carr Post Bldg Committee, Chairman	2019	6/15/2020	
Switzer	Marlene	Carr Post Bldg Committee	2019	6/15/2020	
Atwater, Jr.	Richard	Carr Post Bldg Committee	2019	6/15/2020	
River Access Committee					
One year terms					
Phillips, Jr.	Robert S	River Access Committee	2019	6/15/2020	6/10/2019
Grammer	Elisa	River Access Committee	2019	6/15/2020	6/10/2019
LaCroix	Barry	River Access Committee	2019	6/15/2020	6/10/2019
Bicentennial Committee					
One year terms					
Swallow	Stephen	Bicentennial Committee	2019	6/15/2020	6/10/2019
Swallow	KC	Bicentennial Committee	2019	6/15/2020	6/10/2019
Griskiewicz	Krystelle	Bicentennial Committee	2019	6/15/2020	6/10/2019

FY2020 Board of Selectmen appointment list

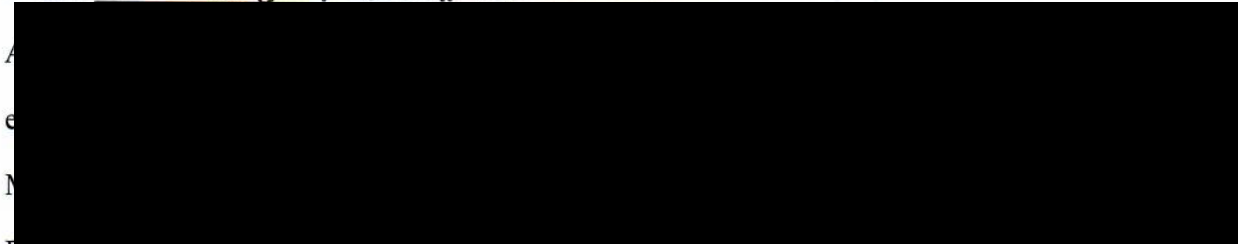
Last Name	First Name	Department	Current Term Expiration (fiscal year)	Requested Reappointment	Board Approval
Sauter	Cindy	Bicentennial Committee	2019	6/15/2020	6/10/2019
Garnache	Gregory	Bicentennial Committee	2019	6/15/2020	6/10/2019
Gregg	Judith	Bicentennial Committee	2019	6/15/2020	6/10/2019
Fassett	Jocelyn	Bicentennial Committee	2019	6/15/2020	6/10/2019
Veteran's Grave Officer, Bridge St., Rural & Merrimack Cemeteries					
Janes	Robert	Veteran's Grave Officer, Bridge St., Rural & Merrimack Cemeteries	2019	6/15/2020	6/10/2019
WN Rep to the Board of Directors of the Eastern District - Veterans' Affairs					
Janes	Robert P.	WN Rep to the Board of Directors of the Eastern District - Veterans' Affairs	2019	6/15/2020	6/10/2019
Merrimack Valley Planning Commission					
Murphey	Brian	Merrimack Valley Planning Commission	2019	6/30/2020	6/10/2019



TOWN OF WEST NEWBURY
APPLICATION FOR APPOINTMENT

The Town appreciates your interest in serving. Please complete this form and return to: Board of Selectmen, 381 Main Street, West Newbury, MA 01985 or e-mail to: selectmen@wnewbury.org
For additional information please call 978-363-1100, ext. 115.

Name: Brian Richard



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

HARBOR COMMITTEE

Current or past committees served on:

Town Constable

Relevant skills, expertise and education:

Commercial Fisherman for 5 Years

Fished & Lived on The Merrimack river for 20 Years

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

Signature: B. R. L.

Date: 6-13-19

Town Manager

From: [REDACTED]
Sent: Tuesday, June 18, 2019 8:40 AM
To: Town Manager
Subject: New Cultural Council Member

Morning Angus,

Just wanted to give you a head's up. Alyson Tedeschi will be submitting her paperwork to join the Cultural Council.

I highly recommend Alyson to become a member of the Council. She is very active in community and within the local arts scene.

Let me know if you need anything else from me.

Best,
Heather Karp

--

Heather Karp

[REDACTED]
designer | artist | educator



TOWN OF WEST NEWBURY

Michael P. McCarron
Town Clerk

381 Main Street
West Newbury, MA 01985
978-363-1100 ext. 110
978-363-1117 (Fax)
mmccarron@wnewbury.org

May 7, 2019

Mr. Timothy N. Cronin
22 River Meadow Drive
West Newbury, MA 01985

RE: West Newbury Planning Board

Dear Mr. Cronin. :

Please be advised that you received twenty-five write in votes for the position on the West Newbury Planning Board (One Year Term) and, as such, you were the leading vote getter for that office. If you are desirous of accepting that position, you should come to my office to be sworn in. If you wish to decline this position, I would request that you forward a letter to that effect to my office so that we can proceed with filling the empty space.

I would hope that you would accept the position and I look forward to hearing from you.

If you have any questions, please feel free to contact me.

Very truly yours,

Michael P. McCarron
Town Clerk

Accepted: 



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: Board of Selectmen
 FROM: Angus Jennings, Town Manager
 DATE: June 22, 2019
 RE: FY20 Wage Schedule

FY20 Wages

A great deal of progress has been made on this work, but time constraints do not allow me to provide a complete proposed FY20 wage schedule at this time. I will present my work to the Board during Executive Session on Monday, and the Board is requested to bring forward in open session those FY20 wages it is prepared to vote.

Alternatively, if the Board prefers to schedule an additional meeting – either prior to June 30, or after July 1 with any action the Board may take being retroactive to that date, I will be pleased to prepare a complete proposal timely for consideration at that time.

Conservation Agent

The Conservation Commission has approved the appointment of Albert (Bert) Comins as the Conservation Agent, pursuant to their authority at M.G.L. c.40 s.8C. The position is a Qualified Part-Time position as that term is defined in the Personnel Policy, and in the approved FY20 Budget is budgeted to work 20 hours/week. The Commission's offer letter includes the hourly rate of \$25.27, contingent on Board approval of the rate, which is lower than the current rate of \$27.54, the budgeted rate of \$28.09; and which is the base FY20 level for the position grade (6).

Requested action: It is requested that the Board approve an FY20 hourly pay rate of \$27.54/hour at 20 hours/week.

Per the terms of the Commission's employment offer letter, the Conservation Agent's work hours will be Monday through Thursday 7:30 AM to 12:00 PM, with additional time spent attending site visits and Conservation Commission meetings.

Policy

Payroll – With regard to payroll, this is also to ensure that the Board is aware of the enclosed memo from the former finance director Warren Sproule, which details what was then and remains the practice of the finance department. This memo has been provided to Department Heads, and will be recirculated as part of the finance department's FY20 guidance to staff.

Documentation – I intend to implement a personnel administration change modeled on the enclosed sample from Hampden, Maine, which I provided to the Board early this year, in order to ensure that a discrete record is created to document any changes to each employee's terms of employment.



Town of West Newbury
381 Main Street
West Newbury, Massachusetts 01985
Warren G. Sproul, Finance Director
978-363-1100, Ext. 113 Fax 978-363-1826
wsproul@WNewbury.org

April 19, 2012

To: West Newbury Department Heads

From: Warren Sproul

Subject: Payroll Time Sheet Policy (revised)

TIMESHEET POLICY

Timesheets serve as the legal authority to pay an employee. They also serve as a verification of time off, and provide the legal basis to grant an employee benefits, including workers' compensation as appropriate.

Employees are to provide an accurate accounting of hours worked and leave used during a pay period on a timesheet or a work record. All timesheets or work records must be signed by each employee.

Some departments have varied shifts and schedules, as such, payroll clerks are utilized to summarize and compile departmental payroll records. In every case, a work record or a timesheet must be prepared and signed by an employee. A payroll clerk may summarize an employee's signed work record onto a timesheet or summary sheet to be signed by the department head.

In every case, the Finance Department must receive a summary of hours worked by classification. Classifications include but are not limited to: regular pay, overtime, sick, vacation, personal leave, types of shift differentials, and contracted stipends.

All absences from an employee's regular work schedule must be reported and accounted for and be in compliance with the Personnel Policy.

An employee's timesheet accounts for all hours in the pay period and must be verified and approved by the employee's supervisor. Completed timesheets or work records require the signatures of the employee and/or the supervisor. These signatures certify that, to the best of their knowledge, the information provided on the documents is true and correct.

An intentional misrepresentation of hours worked constitutes fraud and will usually result in disciplinary action or possibly termination of employment.

Process:

Each employee shall complete a record of hours worked. The record will contain the hours worked by date. The type of pay will be indicated for each group of pay (regular, vacation, sick, personal etc.) Hours worked for overtime, types of shift differential, and contracted stipends shall also be indicated and included.

The employee shall sign the work record. The employee signed work record shall be affixed to the timesheet or the employee may sign the timesheet.

The supervisor or payroll clerk shall forward a supervisor signed timesheet or supervisor signed summary of timesheets with individual timesheets to the Finance Office. The supervisor or payroll clerk shall maintain a copy of the hours worked in their respective offices.



Town of West Newbury

Payroll Change Form - Proposed

Effective Date: _____ Employee # _____

Name: _____

Account Number to charge _____ Range & Step _____

Change:	From:	To
<input checked="" type="checkbox"/> Check all Applicable		
<input type="checkbox"/> Rate		
<input type="checkbox"/> Department		
<input type="checkbox"/> Job Classification		
<input type="checkbox"/> Account Number		
<input type="checkbox"/> Range and Step		
<input type="checkbox"/> Other		

Reason(s)

New Hire

End of Probation Increase

Rehire

Resignation

Promotion

Retirement

Transfer

Layoff

Merit Increase

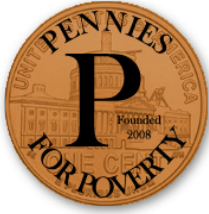
Discharge

Cost of Living Increase

Other _____

Change Authorized by: _____ Date: _____

Entered by: _____ Date: _____



PENNIES FOR POVERTY

2 Cents 4 Change

Grant Application

Pennies for Poverty: 2 Cents 4 Change, Inc. is a 501(c) 3 nonprofit run by volunteers from the community. Our mission is to reduce poverty and alleviate its devastating impact on individuals and families in the Greater Newburyport Area. Please use this template to apply for a grant to address urgent needs or underfunded programs that support those living in or near poverty in Newburyport, Newbury, West Newbury, Rowley, Salisbury or Amesbury.

Legal Name of Organization: West Newbury Council on Aging- Food Pantry

Address: 381 Main Street West Newbury, Ma. 01985

Phone Number: 978-363-1104

Contact Name and Title: Theresa Woodbury, Director

1. Are you a 501C: Yes _ No X_ If yes, Non Profit Tax ID Number:
2. General statement about your organization (mission, goals, current programs, accomplishments, population served): The West Newbury Food Pantry provides food and promotes the value of nutrition. We currently are open bi-monthly and offer Holiday Gift Baskets to our participants. Currently we do not have any age requirement to utilize the food pantry.
3. Description of Proposed Initiative. Please describe the community needs to be addressed, what you intend to do, why it is important to act now, what target population will be served, the number of people you expect to help, the names and qualifications of key people involved in implementation, and how you will measure success.

~Our hopes is to continue to offer meals and goods through our food pantry. As we continue to grow we would like our food pantry to be able to keep up with the needs that are being asked. Our goal is to not turn anyone away. Currently we have 18 clients utilizing our food pantry on a monthly basis. We anticipate to be adding 2-3 clients a month.

4. Amount of funding requested, how it will be used, period of time in which funds will be spent, and plans to fund the program beyond the grant period.
~ We are requesting \$500.00 to help offset the Holiday Gift Baskets as well as any needs that we aren't getting through donations (papertowels, feminine products, etc.). We will continue to run food drives throughout the years focusing on the items that are in need.

5. Is this is a new program? Yes No If no, why are additional funds needed? If yes, from what other sources have you requested funds?
~Currently, all our donations have been in the form of food. We have not requested monetary funds but find that we are often running short on needed items that aren't being donated.
6. Please attach the following additional materials
 - a. Board membership list with names and affiliations
 - b. Copy of IRS determination letter and/or explanation of your tax-exempt status

Date and Signature of Board Chair

Date and Signature of Executive Director

Town Manager

From: [REDACTED]
Sent: Thursday, June 20, 2019 12:20 PM
To: Town Manager
Cc: Leah Zambernardi; Meredith Stone; Jerrard Whitten
Subject: RE: Pictometry 2020 Flight

Great – thanks for the email, Angus. Understood and much appreciated.
Karen

Karen Sawyer Conard

[REDACTED]

From: Town Manager <townmanager@wnewbury.org>
Sent: Thursday, June 20, 2019 12:18 PM
To: Karen Conard <kconard@mvpc.org>
Cc: Leah Zambernardi <lzambernardi@wnewbury.org>; Meredith Stone <chief.assessor@wnewbury.org>; Jerrard Whitten <jjwhitten@mvpc.org>
Subject: RE: Pictometry 2020 Flight

Karen,

I did receive the letter and am reviewing it with the FinCom and BoS. I'm aware of the July 31 deadline to respond and will respond timely. However I cannot commit funds that are not budgeted, so am looking for FinCom and BoS support of an anticipated warrant article on the fall Town Mtg and/or an increase in the FY21 operating budget to fund this work. Their endorsement of this – while it still won't formally appropriate the funds – will give me the peace of mind to commit the town to this expense.

I am fully supportive of what MVPC is doing, and expect to receive the support I need in order to sign the form, but need to follow the process.

Thanks,
Angus

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

From: Karen Conard <kconard@mvpc.org>
Sent: Thursday, June 20, 2019 11:36 AM
To: Town Manager <townmanager@wnewbury.org>

Cc: Leah Zambenardi <lzambenardi@wnewbury.org>; Meredith Stone <chief.assessor@wnewbury.org>; Jerrard Whitten <jjwhitten@mvpc.org>

Subject: Pictometry 2020 Flight

Good morning Angus -

I am writing to confirm that you received a letter recently from me (see copy attached), seeking confirmation that West Newbury will once again be participating in the 2020 Pictometry flight.

As you know, this is used extensively by the Assessor's Office and is available for use by all municipal departments. To help put this into context, the total bill would be \$7,186, and can be paid over 2 fiscal years with the first bill due July 1, 2020.

All we need at this point is for you to sign the bottom of the letter, indicating the Town's interest in formal participation.

Thanks very much. Any questions, please don't hesitate to reach out.

Karen

Karen Sawyer Conard

Executive Director





Merrimack Valley
Planning Commission
*plan * develop * promote*

RECEIVED
APR 04 2019
TOWN OF
WEST NEWBURY

April 1, 2019

Angus Jennings
Town Manager
West Newbury Town Hall
381 Main Street
West Newbury, MA 01985
Re: 2020 Pictometry Flight

Dear Mr. Jennings: *Angus*

As you know, Merrimack Valley Planning Commission (MVPC) has been conducting regional procurement of oblique angle aerial photography through Pictometry International Corporation (now called EagleView) for eighteen (18) years.

The purpose of this correspondence is to offer your community participation in the upcoming flight, scheduled for the spring of 2020. We are pleased to report the projected cost for the 2020 flight is nearly identical to the cost of our most recent 2017 flight. MVPC will be conducting the flight for the region only if we have full participation among all our communities so I would ask that you make every effort to have your community included. Please keep in mind that payments can be made over two (2) fiscal years and the first payment is not due until 7/1/2020.

By signing on the signature line below, you are committing your municipality to the financial obligation specified below. Once signed, please make a copy for your records and return the agreement to my attention. In order for us to ensure that your community is covered by the flight in the spring of 2020, we need this agreement returned no later than July 30, 2019.

Thank you in advance for your participation. We look forward to working with you and delivering this important service.

Sincerely,

Karen S. Conard
Executive Director

Purchase of Pictometry images: \$7,186
West Newbury wishes to participate:

Signed: _____ Title: _____



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: Board of Selectmen
FROM: Angus Jennings, Town Manager
DATE: June 22, 2019
RE: Active projects

I will be pleased to provide verbal updates on any of the enclosed materials upon request.

I will continue to work with Chairman Archibald to organize an FY20 Board of Selectmen goal setting session, anticipated at the July 22 Board meeting. I expect that this will differ somewhat from the process undertaken early in FY19, and I expect will bring real improvements and efficiencies.

Once the Board has established its goals for FY20, I will take the lead on overseeing the delegation and coordination of work among Town Departments; and with key personnel will be assisting in coordinating work and communications among Boards/Commissions/Committees.

Finance & Administration

Present (now thru June 30th (incl. continuing to FY20)

Future (FY20+)

Vital

- Finalize and execute DPW Union Contract
- Create and finalize new Chart of Accounts; outreach and training to Dept. Heads, B/C/C Chairs/Treasurers
- Orientation and staff training, new accounting software
- Committee, staff reappointments for FY20
- Adopt FY20 wage schedule
- Finalize, execute Harbormaster MOA w Salisbury
- Finalize, execute ACO MOA w Newburyport
- Establish Acting Sgt. position, incl. Union approval

- Review Town Manager legislation; begin process to consider potential amendments to improve efficiency and effectiveness
- Work with BoS, FinCom to update/revise process for FY21 budget based on FY20 budget “lessons learned”
- Finalize FY20 tax rate before 10/19 STM warrant closes

Important

- ~~• Finalize Page School apartments transfer of ownership to Housing Authority~~
- Continue work toward adopting Community Compact financial policies; also, training/implementation
- Advance/resolve Selectmen filing/archiving project

- Finalize, adopt revisions to Board of Selectmen policies; incl. potential new policies (i.e. CORI; disposition of items of low value)
- Negotiate MOU with Pentucket for FY21 SRO
- Clarify/improve policy/practice re tax title foreclosures
- Work w Police Chief to review departmental staffing and operations; negotiate union contract for FY21+
- Evaluate employee health insurance options (for FY21)
- Clarify division of labor, Green Communities reporting
- Improved signage/wayfinding at 1910 Building entrance
- Negotiate cable license renewal with Verizon

Optional

- Review/update 2001 Committee Handbook

WORKING DRAFT of 6/22/19

Town Manager Initiatives / Responsibilities

Present (now thru June 30th (incl. continuing to FY20)

Future (FY20+)

Vital

- Recruit, hire, train new staff position
- Continued participation on School Bldg Committee; and coordinate w PRSD Administration re school financing
- Continue implementation of OSHA requirements
- ~~Bicentennial paperwork to close out \$25k grant~~
- Add'l FY19 line item, reserve transfers
- Clear backlog of BoS mtg minutes

- Financing for wellfield and Brake's Hill Water Tank
- Annual update: capital asset list, replacement schedule
- Coordinate staff prep of FY19 year-end financials
- Annual reports to lending institutions (3 total)
- OPEB valuation; work w vendor, coordinate staff
- Calculate FY20 indirect costs for Water Dept

Important

- Enforcement of Short Term Rental Bylaw
- Contest/resolve Nat Grid invoice for public safety bldg.
- Continued News/Announcements to website, Facebook
- Continue to standardize tracking of payroll accruals

- Work w Police, Fire to hold Active Shooter training
- Centralize and improve record-keeping, Elliot Fund
- Establish staff working groups to improve coordination
- Improve administration of Senior Tax Work program
- Complete FY19 staff personnel evaluations
- Personnel Policy review/potential revisions
- Create template for employee job descriptions; work with staff, B/C/Cs, PAC on updates to job descriptions
- Integrate/update regional wage comparison matrix

Optional

- Refresh of Town website homepage

- Establish format/staff division of labor for FY20 Town Manager newsletters
- Improve structure, utilization of shared servers

Present (now thru June 30th (incl. continuing to FY20)

Future (FY20+)

Vital

- Prepare, finalize MS4 stormwater management plan
- Prepare, finalize MS4 IDDE Program
- Prepare, finalize construction site runoff controls checklist and procedures for inspections

- Finalize agreement w PRSD re building permit and inspection fees for new Middle/High School
- Establish protocols/clarify division of labor for Town responsibilities as affordable housing monitoring agent

Important

- Review and update PB fee schedule

- Finalize easement for property abutting Carr Post (if needed)
- Add MS4 Urbanized Area to official Town map (possibly zoning map)
- Participate in Municipal Vulnerability Preparedness (MVP) planning process
- Implementation of Housing Production Plan
- Create Affordable Housing Trust
- Create recreational marijuana policy

Optional

--	--

	<p>WORKING DRAFT of 6/22/19</p>
--	---------------------------------

Infrastructure

Present (now thru June 30th (incl. continuing to FY20)

Future (FY20+)

Vital	<ul style="list-style-type: none"> • Contract administration, including finalizing and sending letter to neighborhood, Brake’s Hill water tank • Contract administration, wellfield improvements 	<ul style="list-style-type: none"> • Complete Mill Pond Dam Emergency Action Plan no later than 12/31/19
Important	<ul style="list-style-type: none"> • Continue work on Middle Street Bridge: design selection; MOU/cost share w N’port; public mtg(s) • Work w DPW, public safety re Crane Neck/Georgetown Road intersection • Follow process to post speed limit signage on Chase St • Track Steele landfill post-closure monitoring, reporting; resolve DEP requirements; and assess cost/budget impact for FY20 	<ul style="list-style-type: none"> • Review/refine capital (and bldg. maint.) cost planning • Review speed limit change requests for Middle Street and Bridge Street • Potential land acquisition for new water source • Prepare Carr Post plan/proposal
Optional		

Present (now thru June 30th (incl. continuing to FY20)

Future (FY20+)

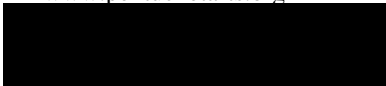
Vital
Important
Optional

<ul style="list-style-type: none"> • Memorial Day Parade • Work w Bicentennial Committee, public safety re logistics of July 2019 events, incl./esp. July 13 Field Day 	<ul style="list-style-type: none"> • Work w BoS, Greenbelt etc. to finalize language for CRs for Brown Spring Farm and River Road properties
<ul style="list-style-type: none"> • Work w DPW, COA, others on facilities utilization plan 	<ul style="list-style-type: none"> • Parking/circulation review at Pipestave/Dunn • Implementation of Open Space & Recreation Plan • Support Parks & Rec Comm communications w Pentucket re layout of fields as relates to Town planning • Work w WNYL on potential locations for AEDs at Pipestave fields • BoS policy discussion re 2020 Memorial Day Parade • Engage with Cemetery Trustees to establish sustainable long-term plan for cemeteries' O&M
	<ul style="list-style-type: none"> • Continue work on potential amendments to Mill Pond Management Plan • Finalize work scope w MVPC and Historical Commission for mapping of historical properties (began fall 2018) <p style="text-align: right; color: red;">WORKING DRAFT of 6/22/19</p>

From: [JENNIFER SOLIS](#)
To: [Town Manager](#)
Subject: sign?
Date: Thursday, June 13, 2019 9:52:30 AM

Hi Angus --Who do I need to contact about requesting placement of a sandwich style sign out in front of Town Hall during the "Past is Prologue" exhibit? (July 6 - 11) Thanks Jen

Jennifer Leonard-Solis
Co-Chair
Pentucket Arts Foundation
PO Box 254
West Newbury, MA 01985
www.pentucketarts.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: Board of Selectmen
FROM: Angus Jennings, Town Manager
DATE: June 22, 2019
RE: Brake's Hill Tank

A preconstruction meeting was held with the selected contractors and several Town Departments on Wednesday, June 19th. Meeting minutes will be circulated upon receipt from the Water Department sometime next week, but in summary there is substantial coordination underway among all parties, including with the Drake's Landing developer due to the related improvements they will complete as resulted from the Planning Board permitting process. I will provide further verbal updates at Monday's meeting.

Town Manager

From: Jon-Eric White <JEWhite@CityofNewburyport.com>
Sent: Tuesday, June 11, 2019 9:28 AM
To: Donna Holaday; Matthew Coogan; Town Manager; Anthony Furnari; DPW Director; Jamie Tuccolo
Cc: Thomas Cusick; Christopher Hood; Diane Gagnon; Reed, Peter V.; Morrison, Micah (mmorrison@bscgroup.com)
Subject: UPDATED Plummer Spring Bridge Conceptual Design Options
Attachments: 20190610 Rev. 1 Bridge Type Study - Plummer Spring Road over Artichoke Reservoir.pdf

All,

Attached is the updated conceptual design options with cost estimates for the subject project, as discussed. This update includes the **single sidewalk option**. I asked them to place the sidewalk on the south side (left side driving to WN) for no other reason than it overlooks a larger body of water upstream.

Our bi-weekly coordination meetings on Wednesdays are still put **on hold** until further notice. I'm trying to control design costs and meetings are a sure way to go over budget, **so BSC is on hold until further notice**. There's no update except for the attached.

If you have a question on attached, pls feel free to ask. Thanks.

Jon-Eric

Jon-Eric White, PE
City Engineer
Department of Public Services
16C Perry Way
Newburyport, MA 01950

p 978-465-4464 x1710

c 978-417-1969

www.cityofnewburyport.com

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Bridge Type Study

Proposed Bridge No. N-11-007=W-20-001

Plummer Spring Road over Artichoke Reservoir

Project No. 28395.00

Newburyport/West Newbury, Massachusetts

June 10, 2019

Prepared by:
BSC Group
803 Summer Street
Boston, MA 02127



EXECUTIVE SUMMARY

The City of Newburyport has assigned BSC Group as the design consultant for the planned full replacement of Bridge No. N-11-007=W-20-001 (8BC), Plummer Spring Road over Artichoke Reservoir. This single span structure is to be replaced in its entirety (superstructure and substructure) due to its deteriorated condition.

The proposed bridge is to be constructed on a similar alignment as the existing bridge. The number of spans will stay as one (1). Bridge types have been analyzed considering; hydraulics, costs, construction, economy, environmental, design and aesthetics. The bridge types are:

- Alternative 1 – 45'-0" Span Spread Box beams (24'-0" roadway)
- Alternative 1A – 45'-0" Span Spread Box beams (24'-0" roadway with two 5'-6" sidewalks)
- Alternative 1B – 45'-0" Span Spread Box beams (24'-0" roadway with one 5'-6" sidewalks)
- Alternative 2 – 45'-0" Span Spread Box beams (22'-0" roadway)
- Alternative 3 – 30'-8" Span Arch (24'-0" roadway)
- Alternative 4 – 24'-8" Span Arch (24'-0" roadway)
- Alternative 5 – 22'-0" Clear Span Rigid Frame (24'-0" roadway)

Plummer Spring Road is classified as a Rural Local Road. Two different bridge rail/guardrail types have also been investigated. Bridge Construction Costs are based on most cost-efficient option of continuing Thrie-Beam guardrail across the bridge. S3-TL4 bridge railing with required concrete transitions increasing cost by approximately \$50,000 for each alternative. Alternatives with sidewalks require S3-TL4 bridge railing.

Grants: The City of Newburyport was awarded a \$500,000 MassDOT Municipal Bridge Grant towards design and construction. BSC Group will assist the Town of West Newbury with an application for a MassWorks infrastructure grant due August 2019.

PRELIMINARY BRIDGE CONSTRUCTION COST ESTIMATE

Alternative 1 – 45’-0” Span Spread Box beams (24’-0” roadway)

Design, Permitting and \$40,000 Residence Engineer Estimate =	\$358,000
Bridge Estimated Construction Cost =	\$1,340,000
Highway Estimated Construction Cost =	\$420,000
<hr/>	
TOTAL	\$2,118,000

Alternative 1A – 45’-0” Span Spread Box beams (24’-0” roadway with two 5’-6” sidewalks*)

Design, Permitting and \$40,000 Residence Engineer Estimate**=	\$411,000
Bridge Estimated Construction Cost =	\$1,960,000
Highway Estimated Construction Cost =	\$610,000
<hr/>	
TOTAL	\$2,981,000

* Sidewalks on bridge only

**Additional permitting & design required due to sidewalks

Alternative 1B – 45’-0” Span Spread Box beams (24’-0” roadway with one 5’-6” sidewalk*)

Design, Permitting and \$40,000 Residence Engineer Estimate**=	\$389,000
Bridge Estimated Construction Cost =	\$1,650,000
Highway Estimated Construction Cost =	\$515,000
<hr/>	
TOTAL	\$2,554,000

* Sidewalk on bridge only

**Additional permitting & design required due to sidewalk

Alternative 2 – 45’-0” Span Spread Box beams (22’-0” roadway)

Design, Permitting and \$40,000 Residence Engineer Estimate =	\$363,000
Bridge Estimated Construction Cost =	\$1,310,000
Highway Estimated Construction Cost =	\$410,000
<hr/>	
TOTAL	\$2,083,000

Alternative 3 – 30’-8” Span Arch (24’-0” roadway)

Design, Permitting and \$40,000 Residence Engineer Estimate =	\$304,000
Bridge Estimated Construction Cost =	\$1,580,000
Highway Estimated Construction Cost =	\$440,000
<hr/>	
TOTAL	\$2,324,000

Alternative 4 – 24’-8” Span Arch (24’-0” roadway)

Design, Permitting and \$40,000 Residence Engineer Estimate =	\$302,000
Bridge Estimated Construction Cost =	\$1,590,000
Highway Estimated Construction Cost =	\$444,000
<hr/>	
TOTAL	\$2,336,000

Alternative 5 – 22'-0" Clear Span Rigid Frame (24'-0" roadway)

Design, Permitting and \$40,000 Residence Engineer Estimate =	\$288,000
Bridge Estimated Construction Cost =	\$1,710,000
Highway Estimated Construction Cost =	\$430,000
<hr/>	
TOTAL	\$2,428,000

Note: Due to soil conditions and depth of excavation high probability of additional costs for Alternative 5 during construction.



Thrie Beam – Guardrail Across Bridge

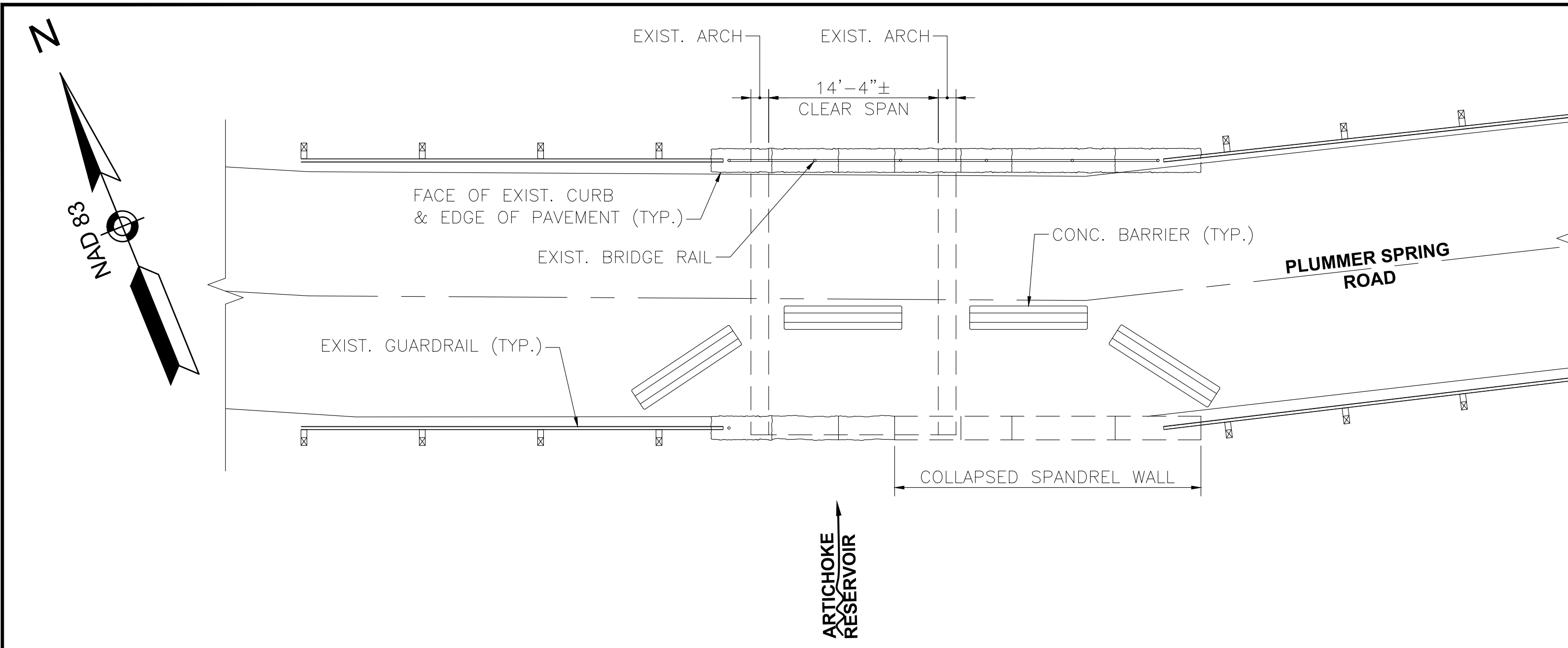


S3-TL4 – Bridge Rail & Concrete Transitions at Safety Curb



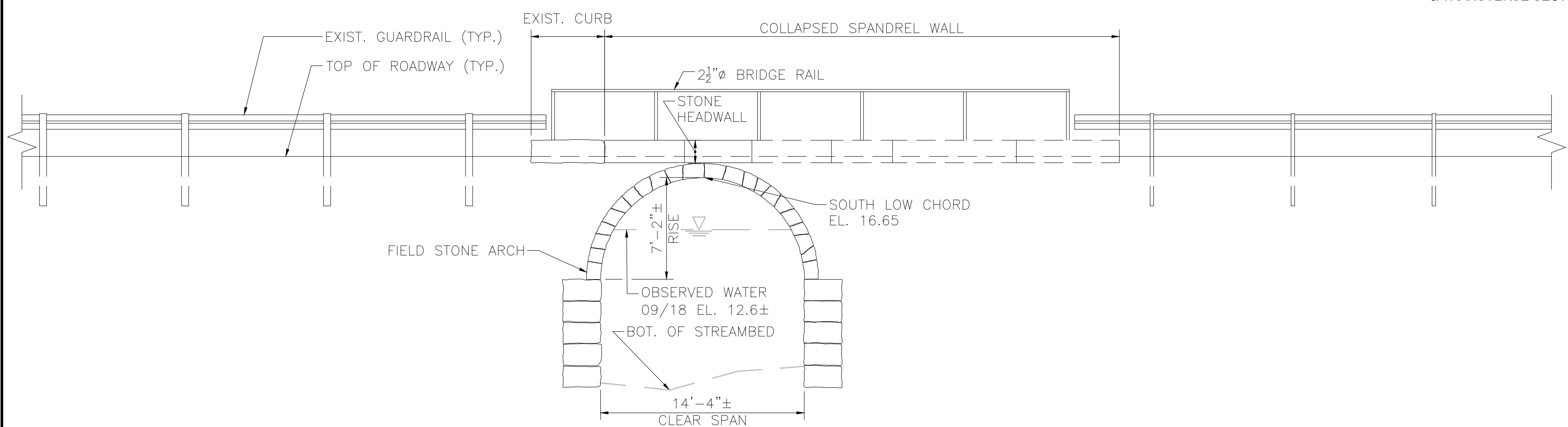
S3-TL4 – Bridge Rail & Concrete Transitions at Sidewalk

DRAWINGS

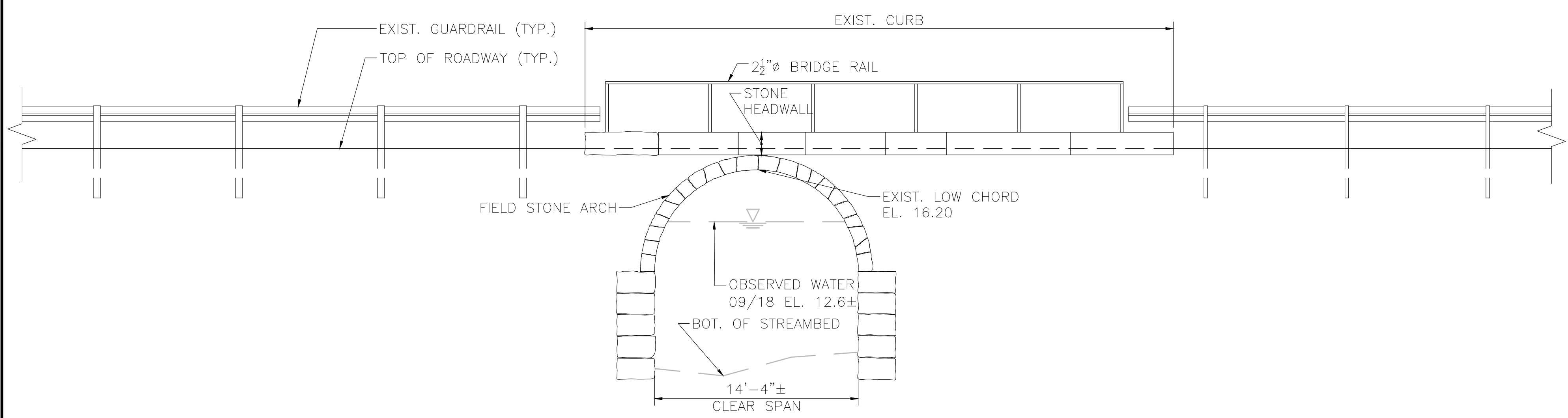


EXISTING PLAN
SCALE: 1/8" = 1'-0"

SHEET NO.	DESCRIPTION
1 OF 11	EXISTING CONDITIONS & LOCUS
2 OF 11	ALTERNATIVE 1 - 45'-0" SPAN, 24'-0" ROADWAY SPREAD BOX BEAM KEY PLAN & PROFILES
3 OF 11	ALTERNATIVE 1 - 45'-0" SPAN, 24'-0" ROADWAY SPREAD BOX BEAM PLAN, ELEVATION & TRANSVERSE SECTION
4 OF 11	ALTERNATIVE 1A - 45'-0" SPAN, SPREAD BOX BEAM WITH TWO SIDEWALKS PLAN, ELEVATION & TRANSVERSE SECTION
5 OF 11	ALTERNATIVE 1B - 45'-0" SPAN, SPREAD BOX BEAM WITH ONE SIDEWALK PLAN, ELEVATION & TRANSVERSE SECTION
6 OF 11	ALTERNATIVE 2 - 45'-0" SPAN, 22'-0" ROADWAY SPREAD BOX BEAM KEY PLAN & PROFILES
7 OF 11	ALTERNATIVE 2 - 45'-0" SPAN, 22'-0" ROADWAY SPREAD BOX BEAM PLAN, ELEVATION & TRANSVERSE SECTION
8 OF 11	ALTERNATIVE 3 - 30'-8" SPAN ARCH KEY PLAN & PROFILES
9 OF 11	ALTERNATIVE 3 - 30'-8" SPAN ARCH PLAN, ELEVATION & TRANSVERSE SECTION
10 OF 11	ALTERNATIVE 4 - 24'-8" SPAN ARCH PLAN, ELEVATION & TRANSVERSE SECTION
11 OF 11	ALTERNATIVE 5 - 22'-0" SPAN RIGID FRAME PLAN, ELEVATION & TRANSVERSE SECTION



EXISTING SOUTH ELEVATION (UPSTREAM)
SCALE: 3/16" = 1'-0"



EXISTING NORTH ELEVATION (DOWNSTREAM)
SCALE: 3/16" = 1'-0"

INDEX

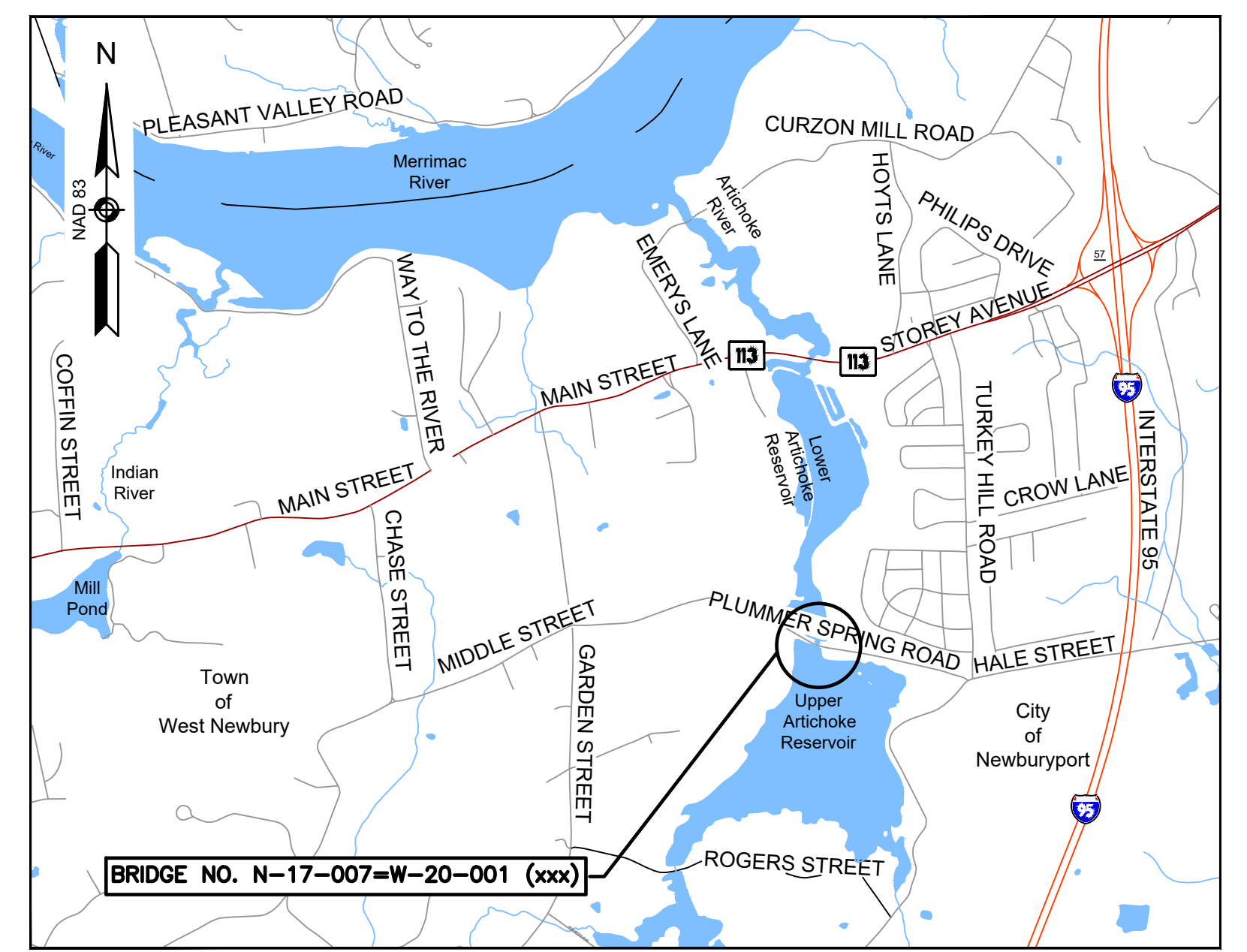
DESCRIPTION

1 OF 11	EXISTING CONDITIONS & LOCUS
2 OF 11	ALTERNATIVE 1 - 45'-0" SPAN, 24'-0" ROADWAY SPREAD BOX BEAM KEY PLAN & PROFILES
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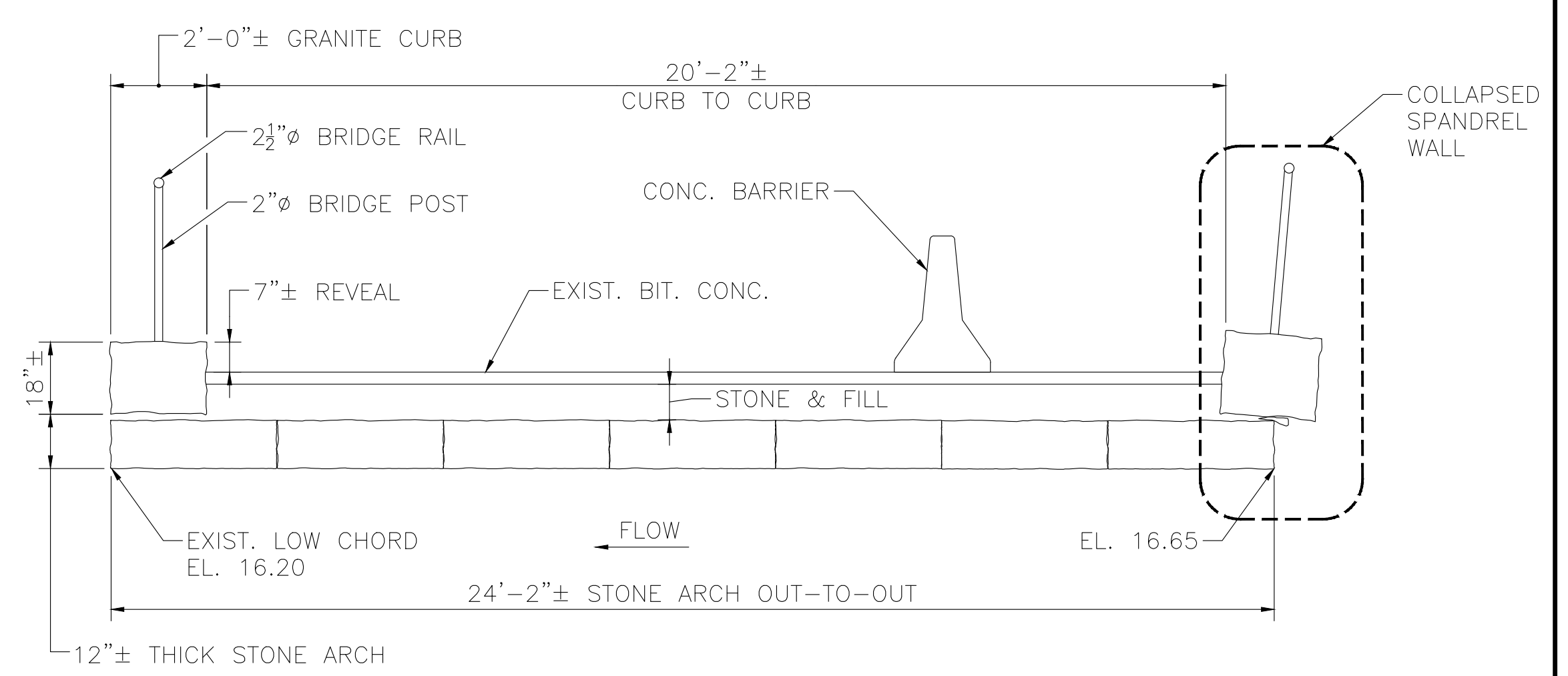
**NEWBURYPORT
PLUMMER SPRING ROAD**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
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PROJECT FILE NO.		N/A	

EXISTING CONDITIONS & LOCUS

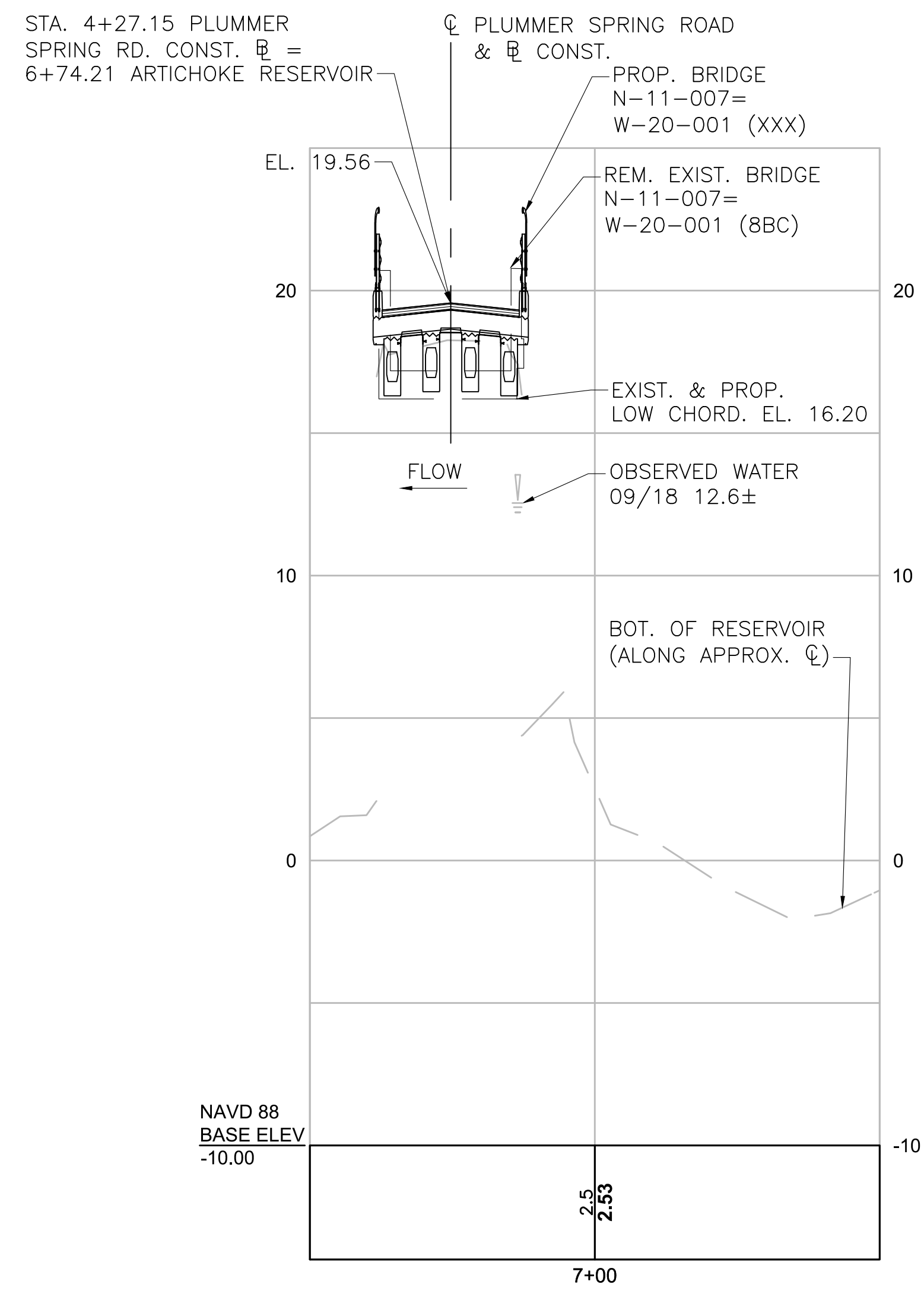
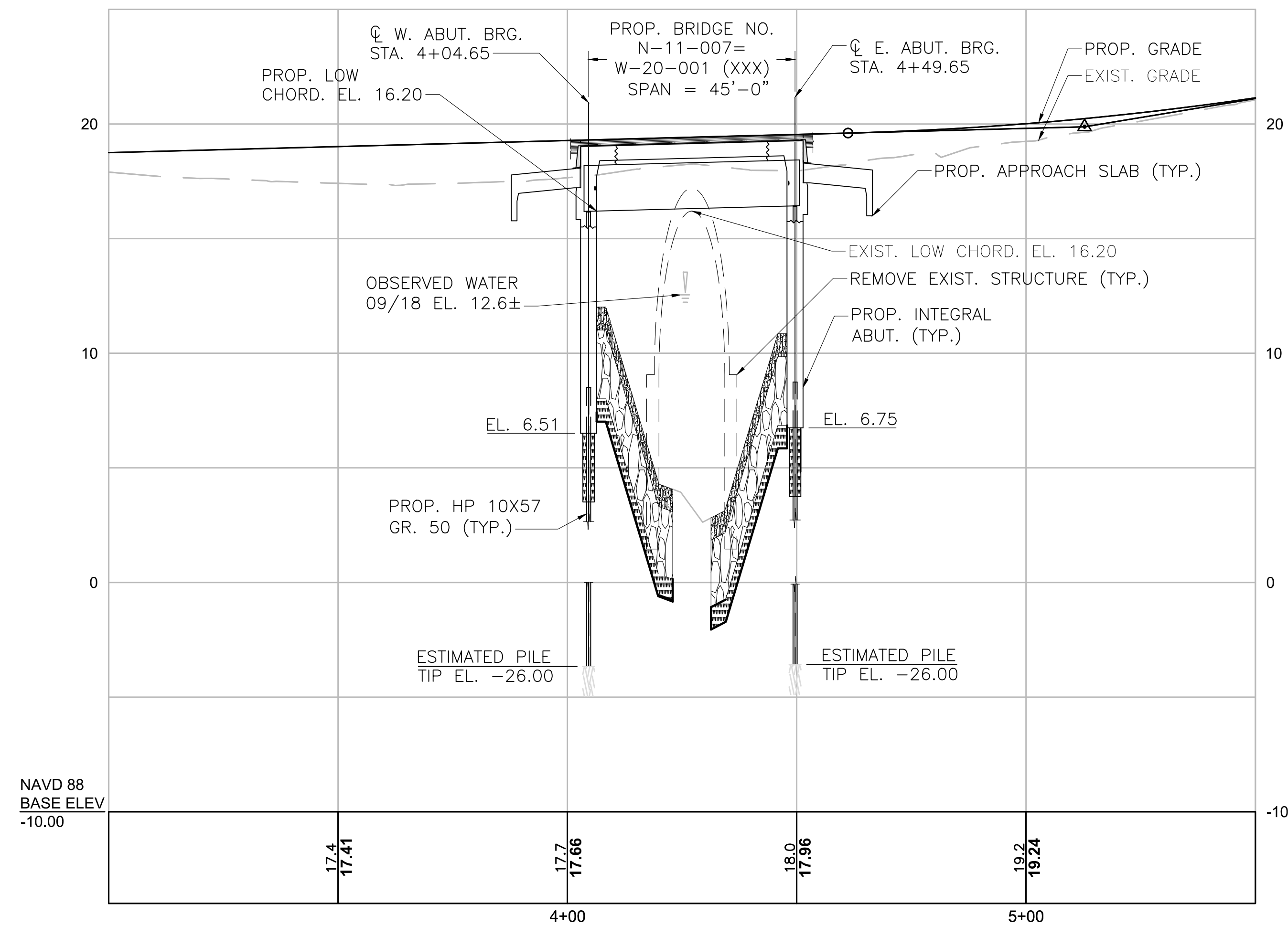
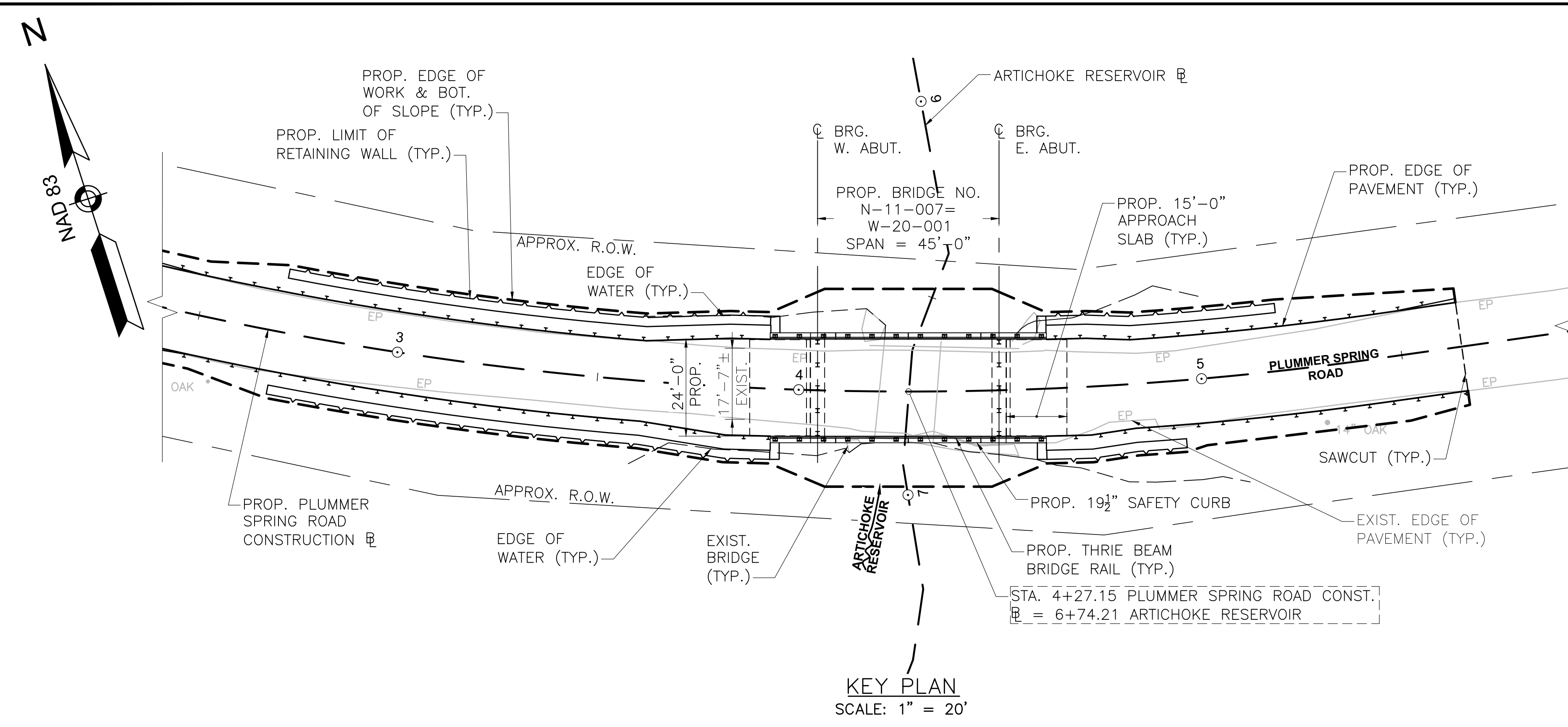


LOCUS PLAN
SCALE: 1" = 2000'



EXISTING TRANSVERSE SECTION
SCALE: 3/8" = 1'-0"

 803 SUMMER STREET BOSTON, MA 02127 (617) 896-4300 www.bscgroup.com	MONTH DD, YYYY ISSUED FOR CONSTRUCTION
	<p align="center">BRIDGE REPLACEMENT NEWBURYPORT/WEST NEWBURY</p> <p align="center">PLUMMER SPRING RD. OVER ARTICHOKE RESERVOIR</p>
 CITY OF NEWBURYPORT MASSACHUSETTS 60 PLEASANT ST. NEWBURYPORT, MA 01950	



ALTERNATIVE 1 PRELIMINARY DESIGN

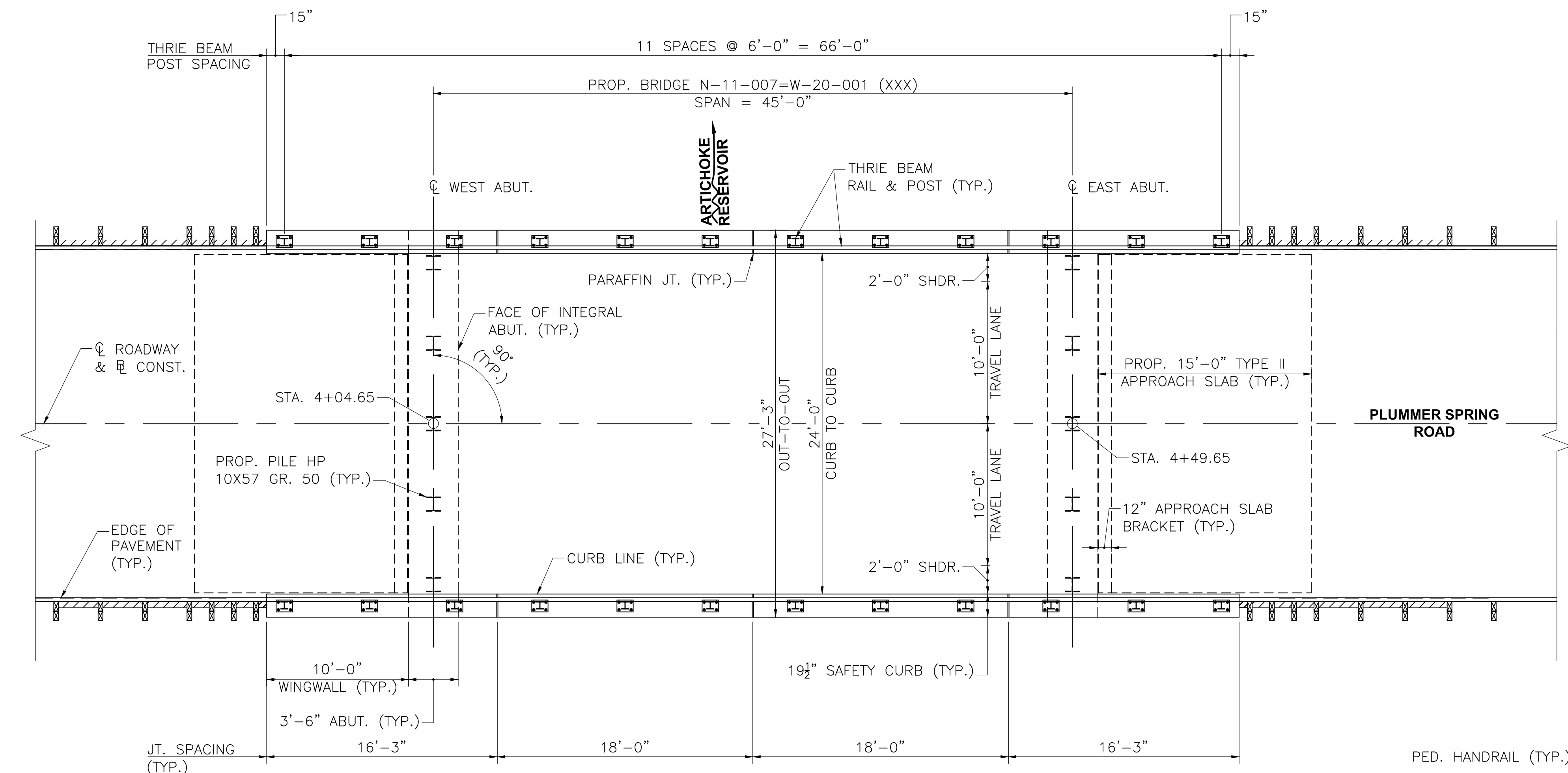
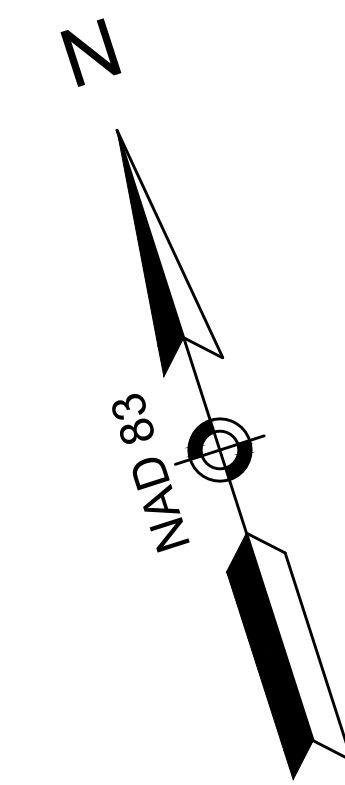
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DATE	DESCRIPTION
USE ONLY PRINTS OF LATEST DATE	

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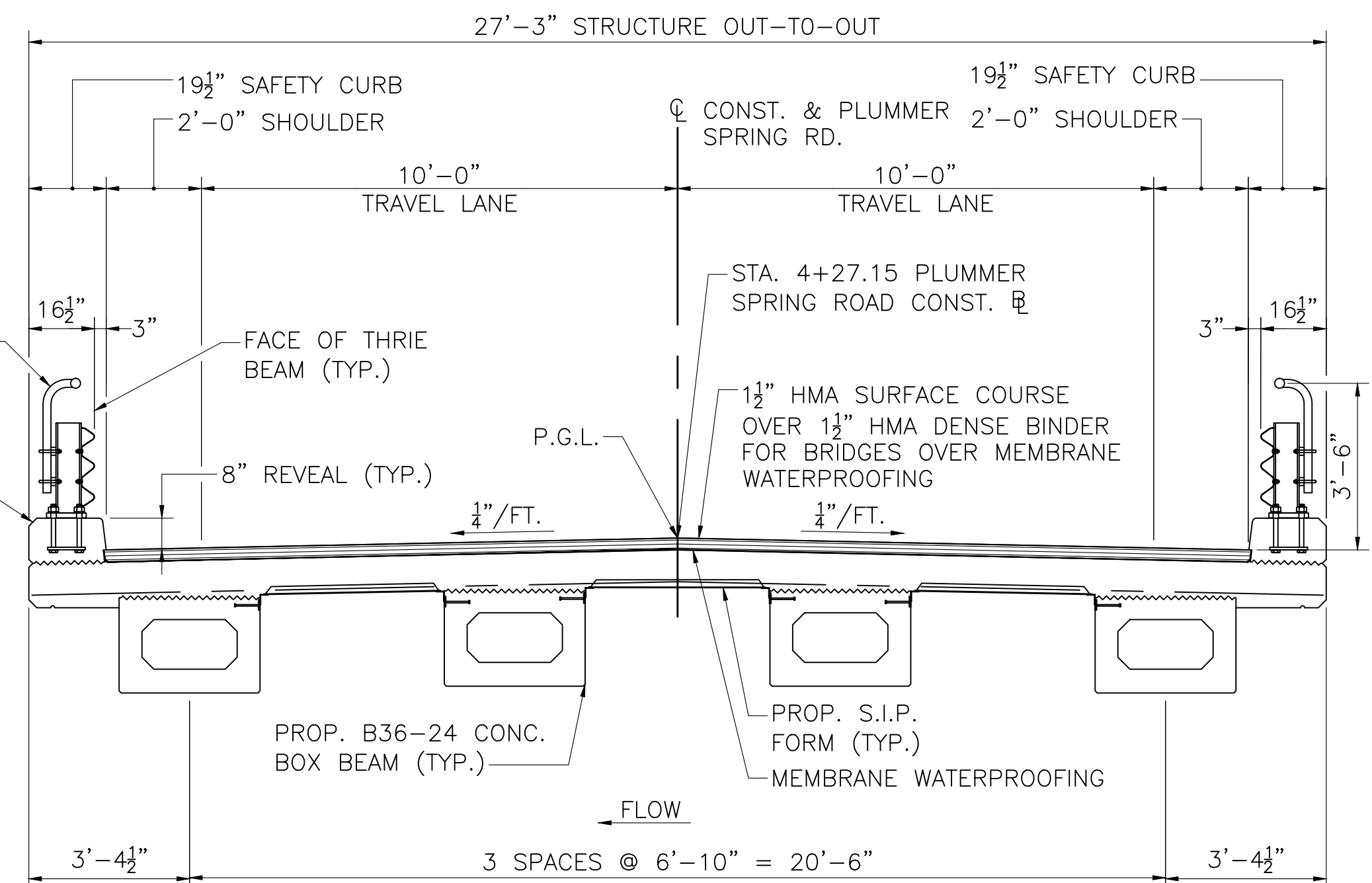
**NEWBURYPORT
PLUMMER SPRING ROAD**

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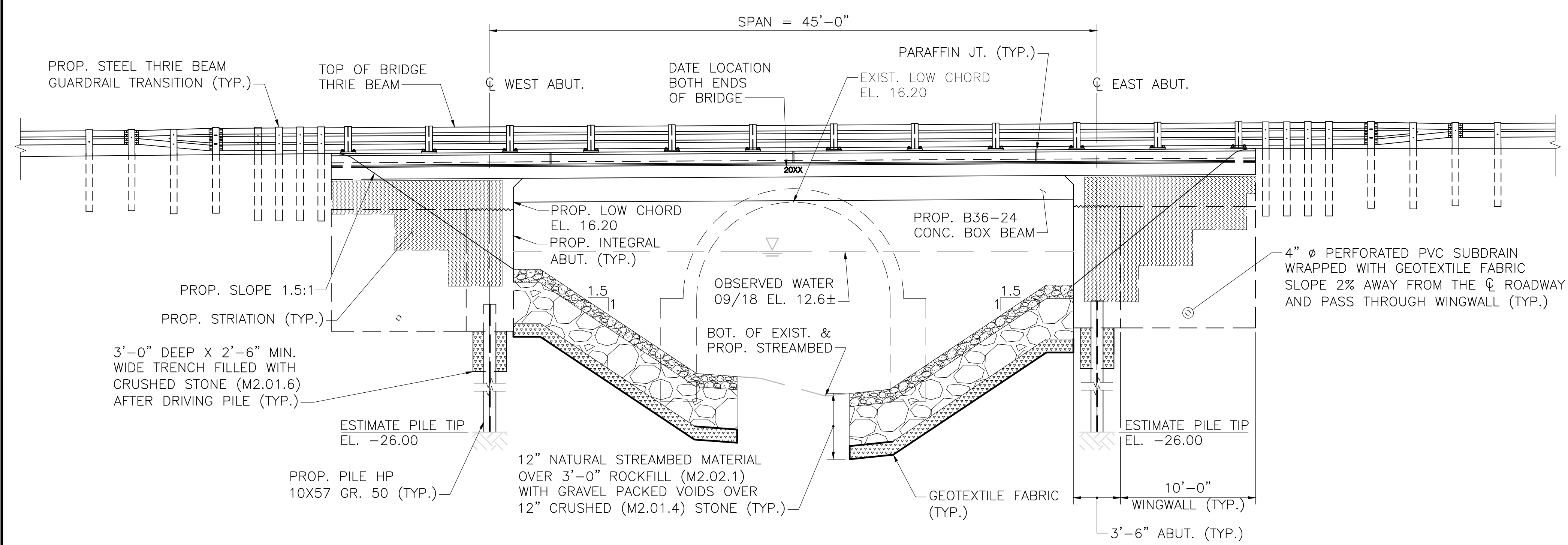
**ALTERNATIVE 1 - 45'-0" SPAN, 24'-0"
ROADWAY SPREAD BOX BEAM PLAN,
ELEVATION & TRANSVERSE SECTION**



PROPOSED PLAN
SCALE: 3/16" = 1'-0"



PROPOSED TRANSVERSE SECTION
SCALE: 3/8" = 1'-0"



PROPOSED SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

**ALTERNATIVE 1
PRELIMINARY DESIGN**

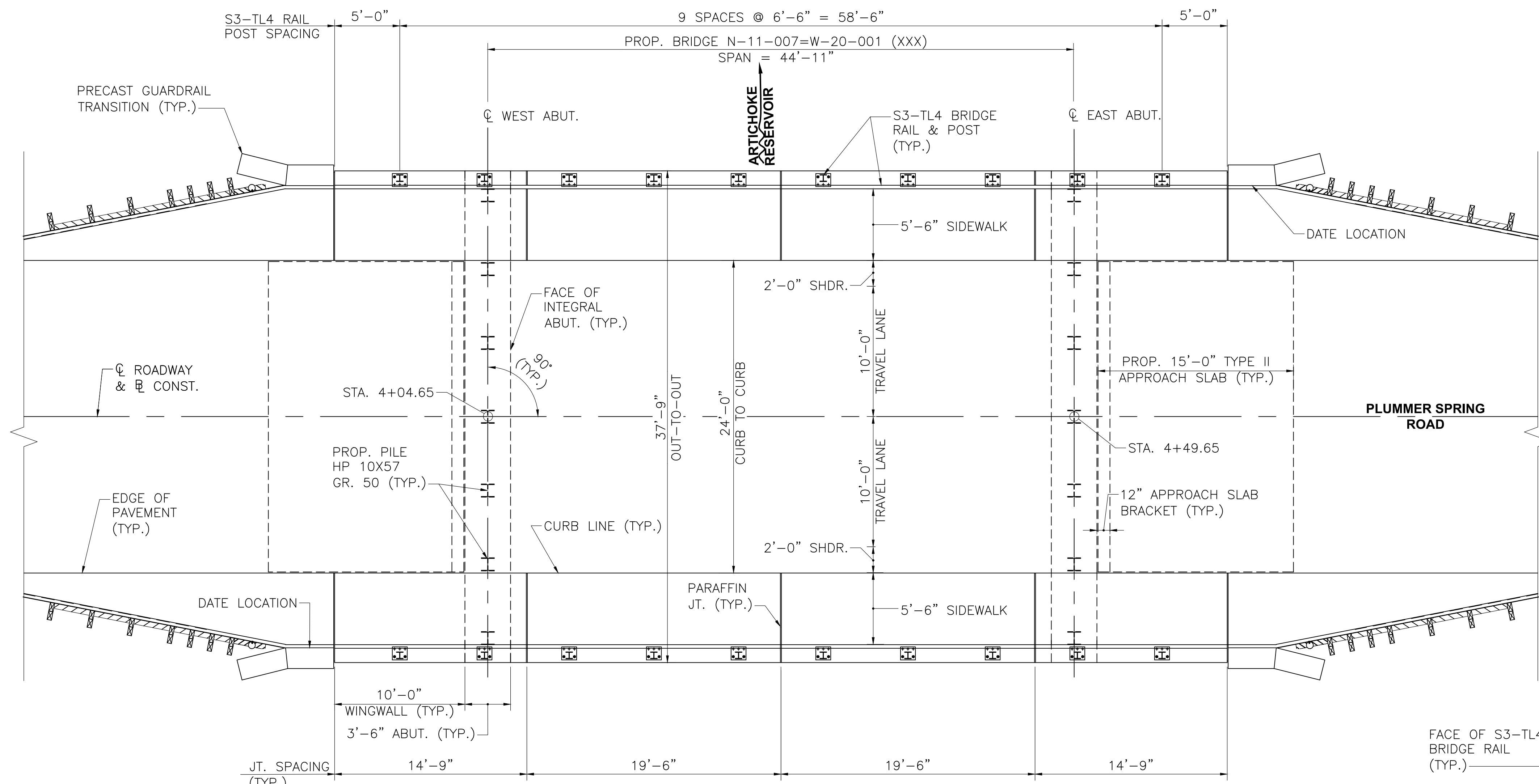
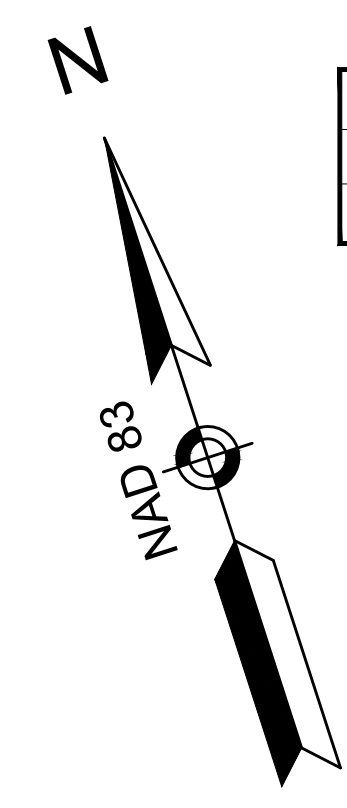
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DATE	DESCRIPTION
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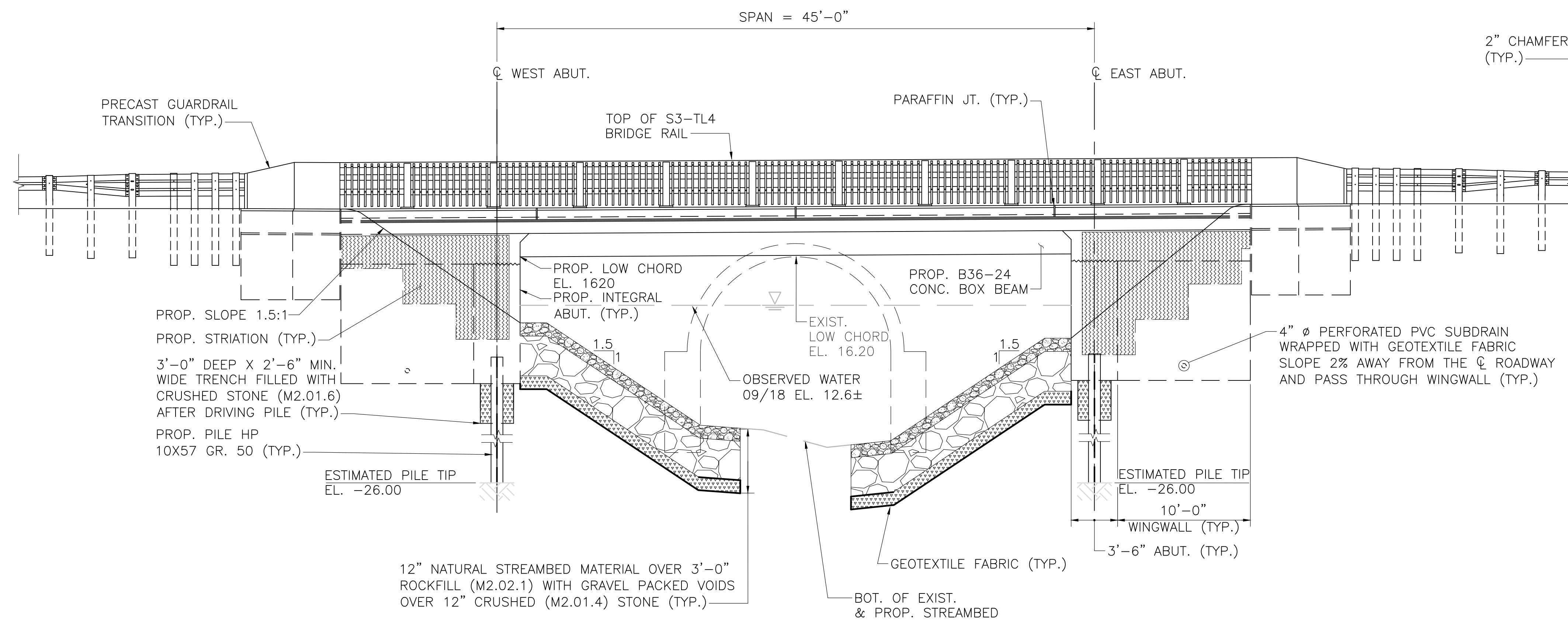
**NEWBURYPORT
PLUMMER SPRING ROAD**

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PROJECT FILE NO.		N/A	

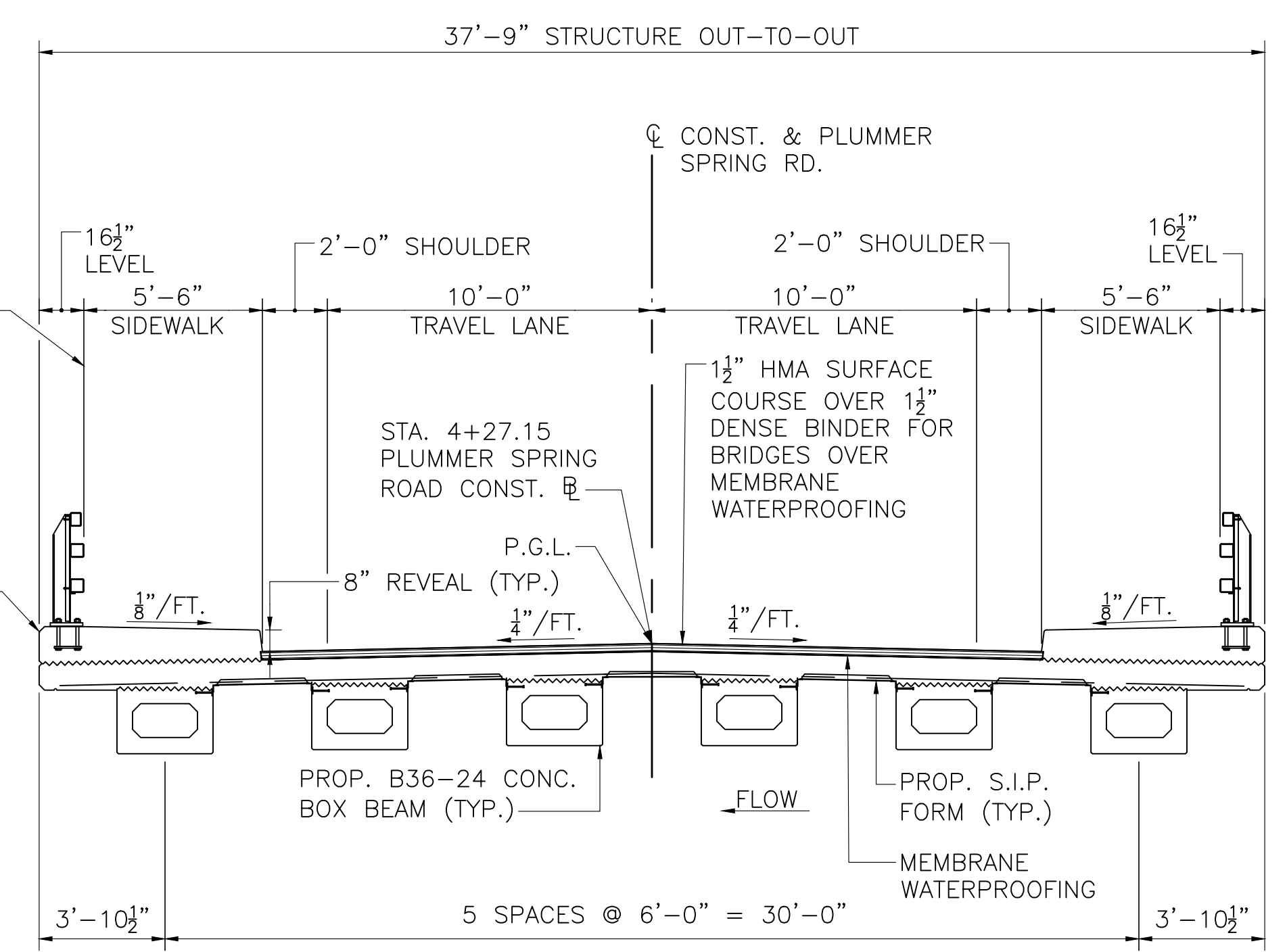
**ALTERNATIVE 1A - 45'-0" SPAN
SPREAD BOX BEAM WITH TWO
SIDEWALKS PLAN, ELEVATION &
TRANSVERSE SECTION**



PROPOSED PLAN
SCALE: 3/16" = 1'-0"



PROPOSED SOUTH ELEVATION
SCALE: 3/16" = 1'-0"



PROPOSED TRANSVERSE SECTION
SCALE: 1/4" = 1'-0"

**ALTERNATIVE 1A
PRELIMINARY DESIGN**

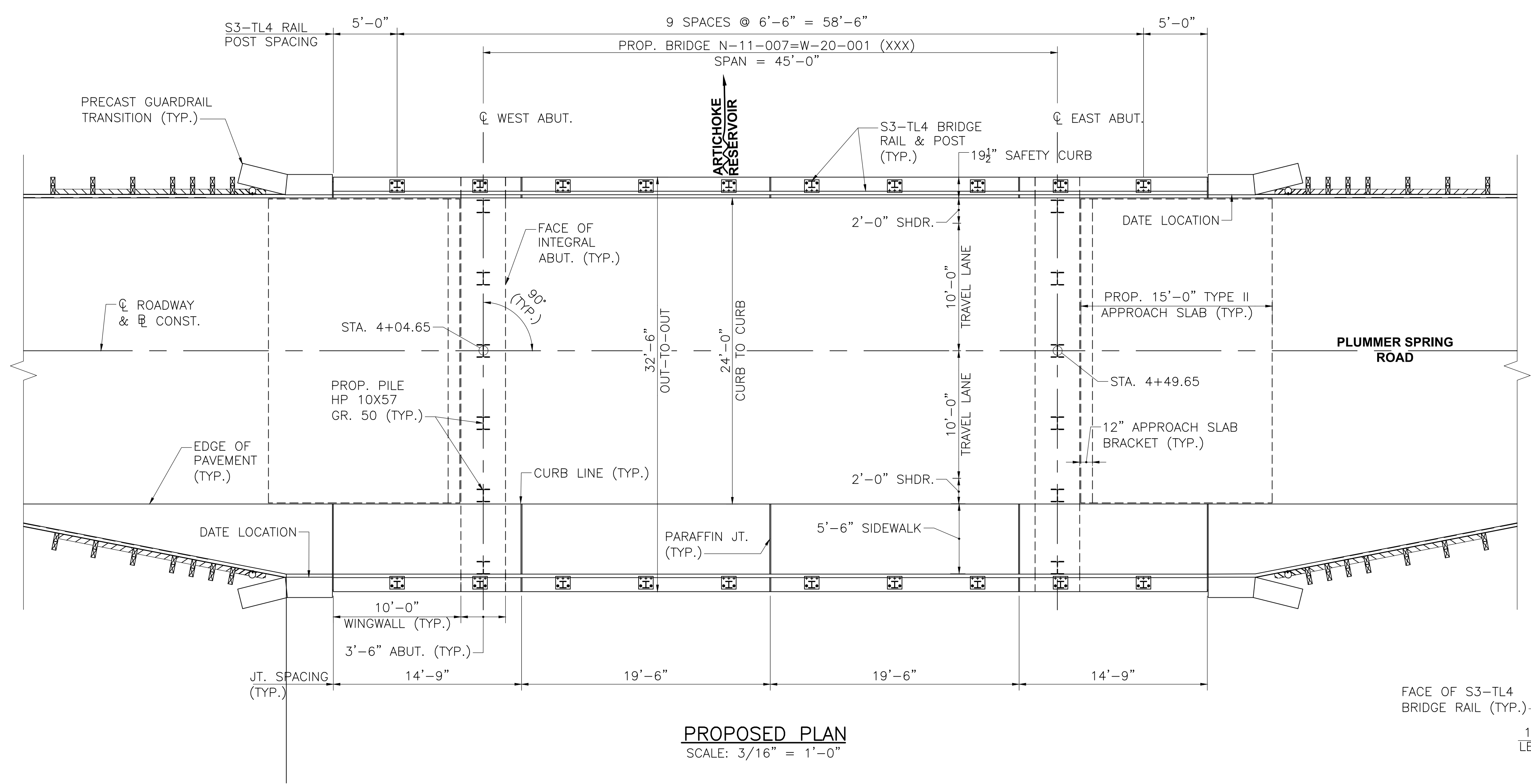
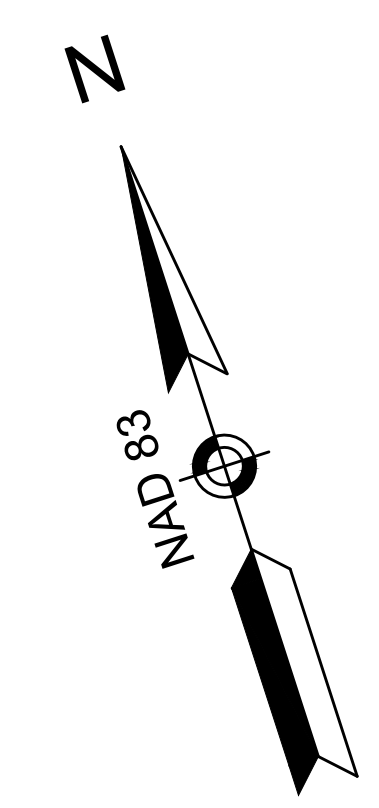
MONTH DD, YYYY	ISSUED FOR CONSTRUCTION
DATE	DESCRIPTION
USE ONLY PRINTS OF LATEST DATE	

Plotted on 10-Jun-2019 7:56 AM
SIDEWALK.DWG
Plans Submittal (SPX) XX-XX-201X

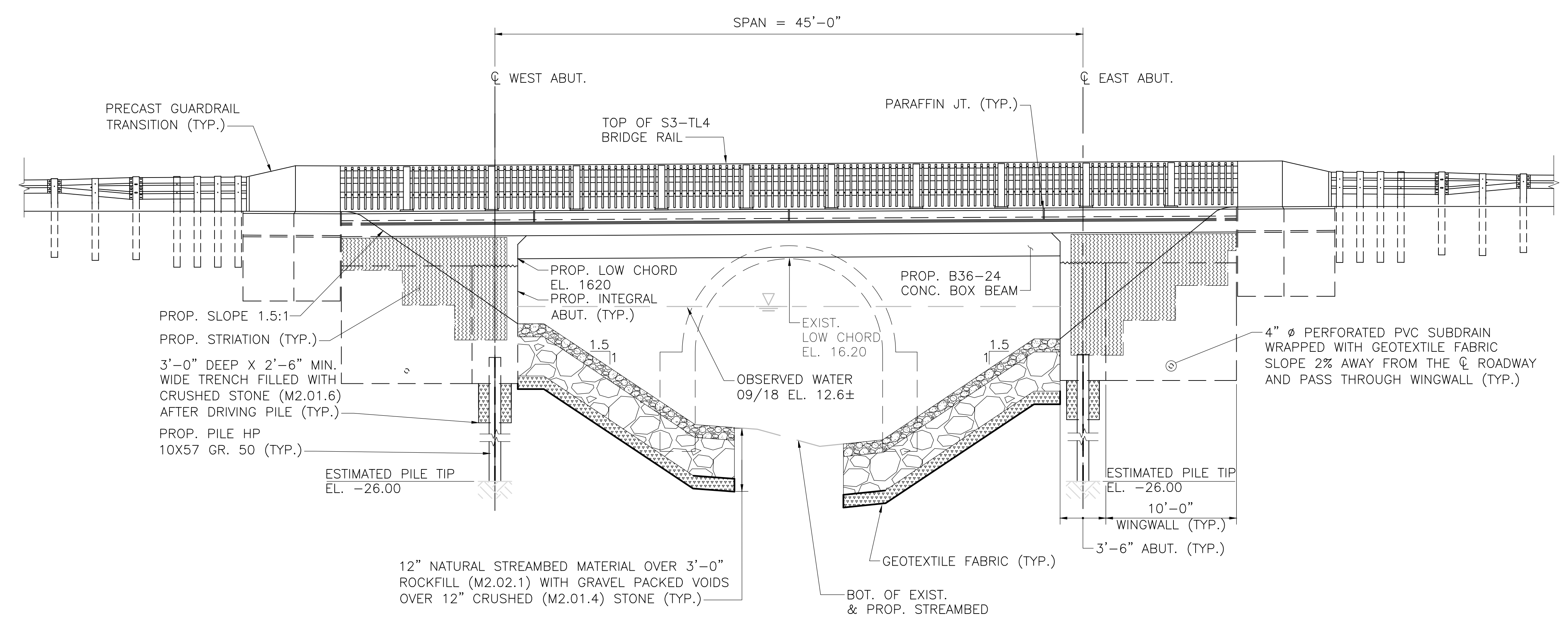
**NEWBURYPORT
PLUMMER SPRING ROAD**

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PROJECT FILE NO.		N/A	

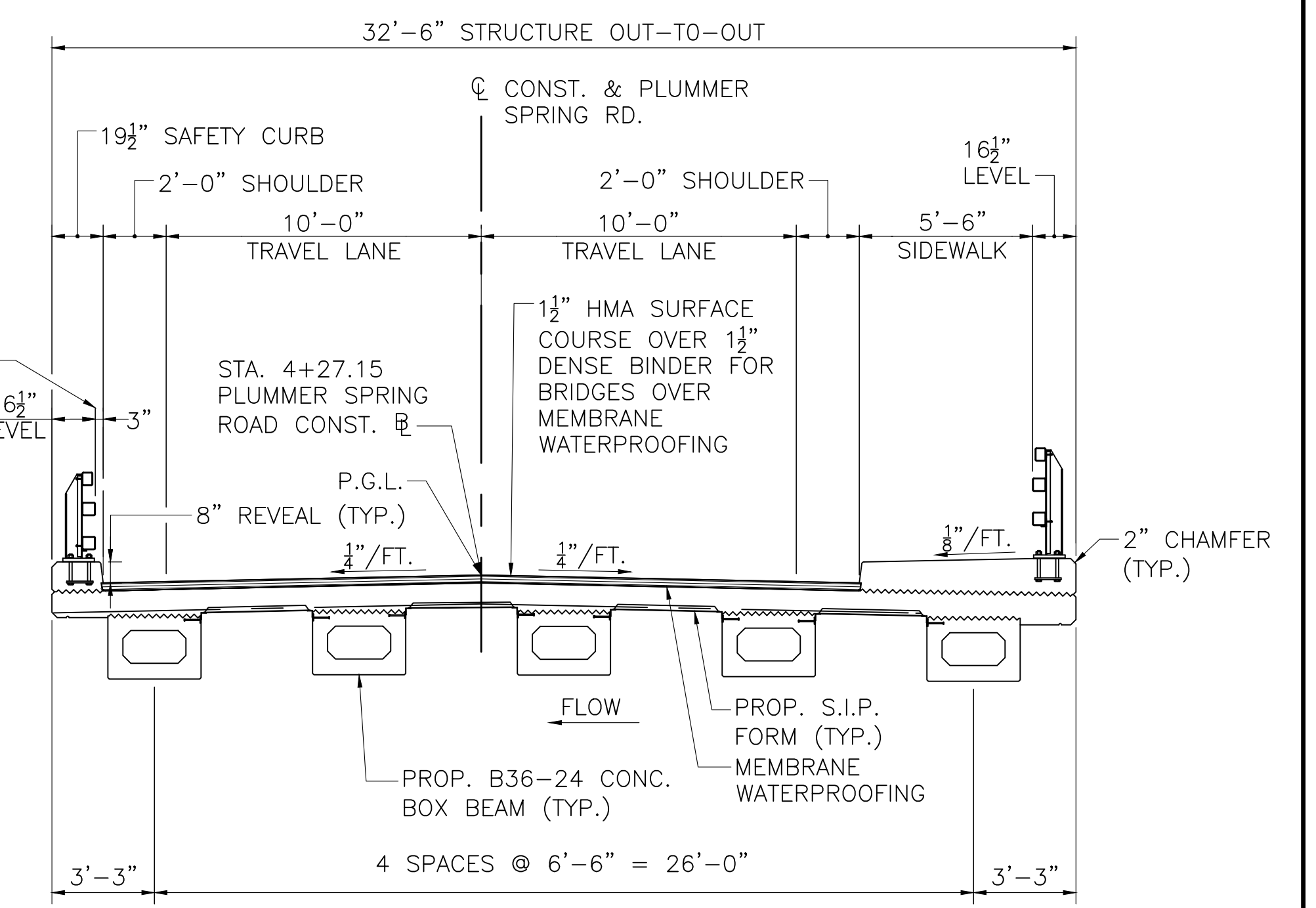
**ALTERNATIVE 1B - 45'-0" SPAN
SPREAD BOX BEAM WITH ONE
SIDEWALK PLAN, ELEVATION &
TRANSVERSE SECTION**



PROPOSED PLAN
SCALE: 3/16" = 1'-0"



PROPOSED SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

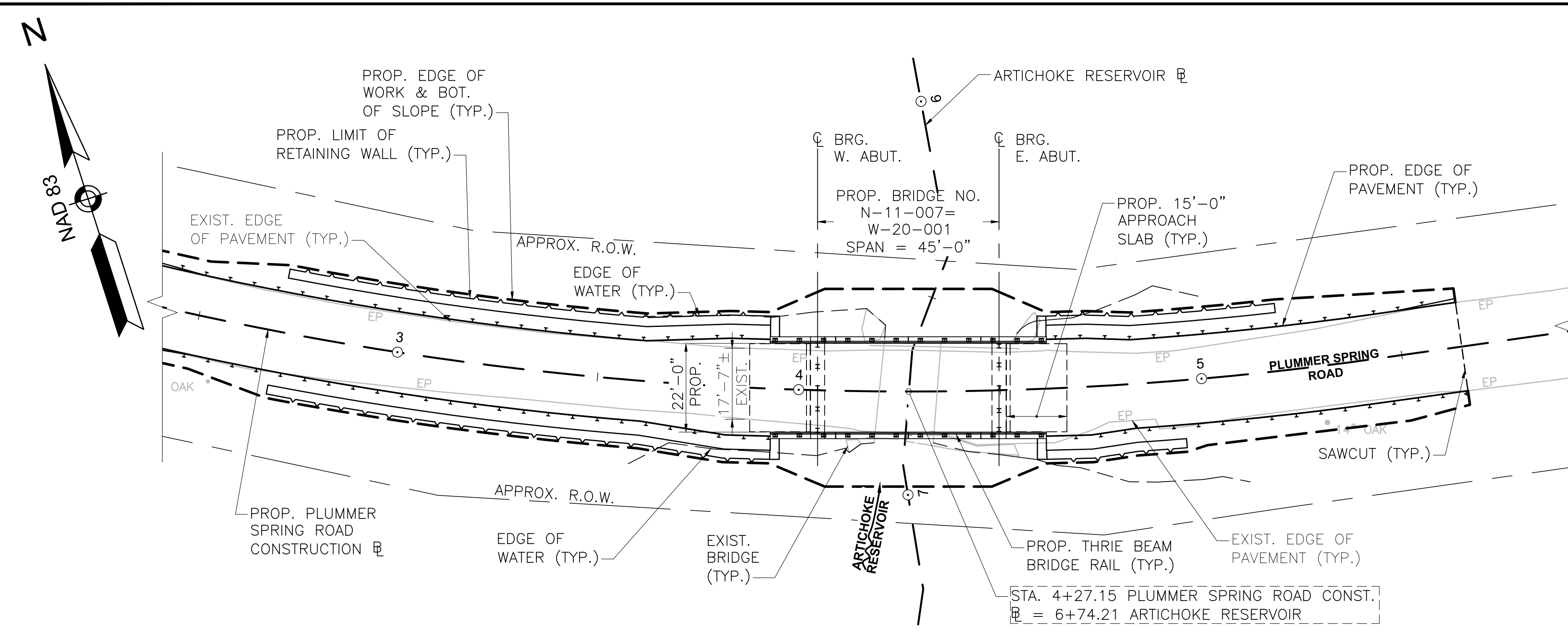


PROPOSED TRANSVERSE SECTION
SCALE: 1/4" = 1'-0"

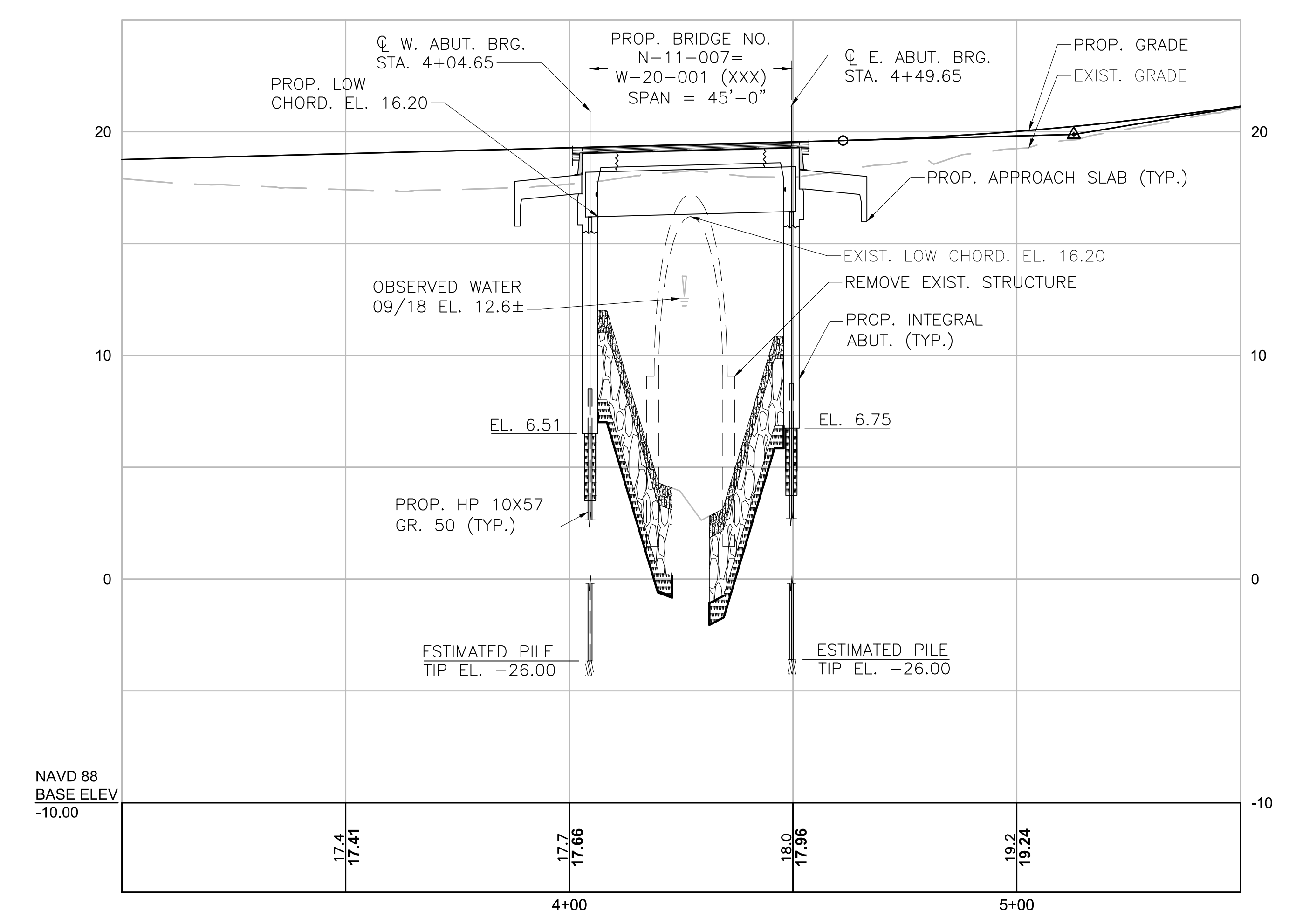
**ALTERNATIVE 1B
PRELIMINARY DESIGN**

MONTH DD, YYYY	ISSUED FOR CONSTRUCTION
DATE	DESCRIPTION
USE ONLY PRINTS OF LATEST DATE	

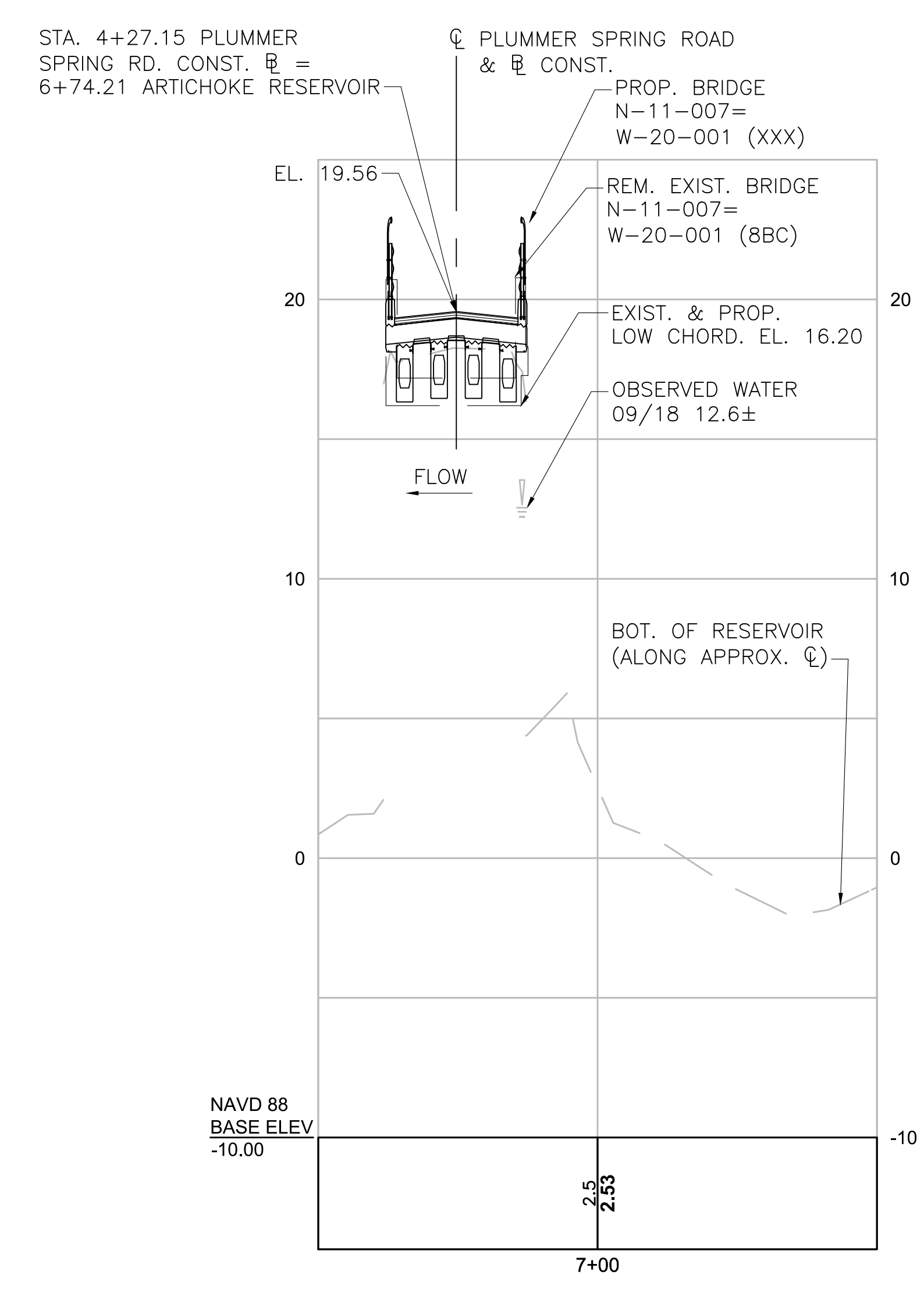
Plotted on 10-Jun-2019 7:56 AM
SIDEWALK.DWG
Plans Submittal (SPX) XX-XX-201X



KEY PLAN
 SCALE: 1" = 20'



PLUMMER SPRING ROAD PROFILE
 1" = 20' HORIZONTAL
 1" = 4' VERTICAL



ARTICHOKE RESERVOIR PROFILE
 1" = 20' HORIZONTAL
 1" = 4' VERTICAL

**ALTERNATIVE 2
 PRELIMINARY DESIGN**

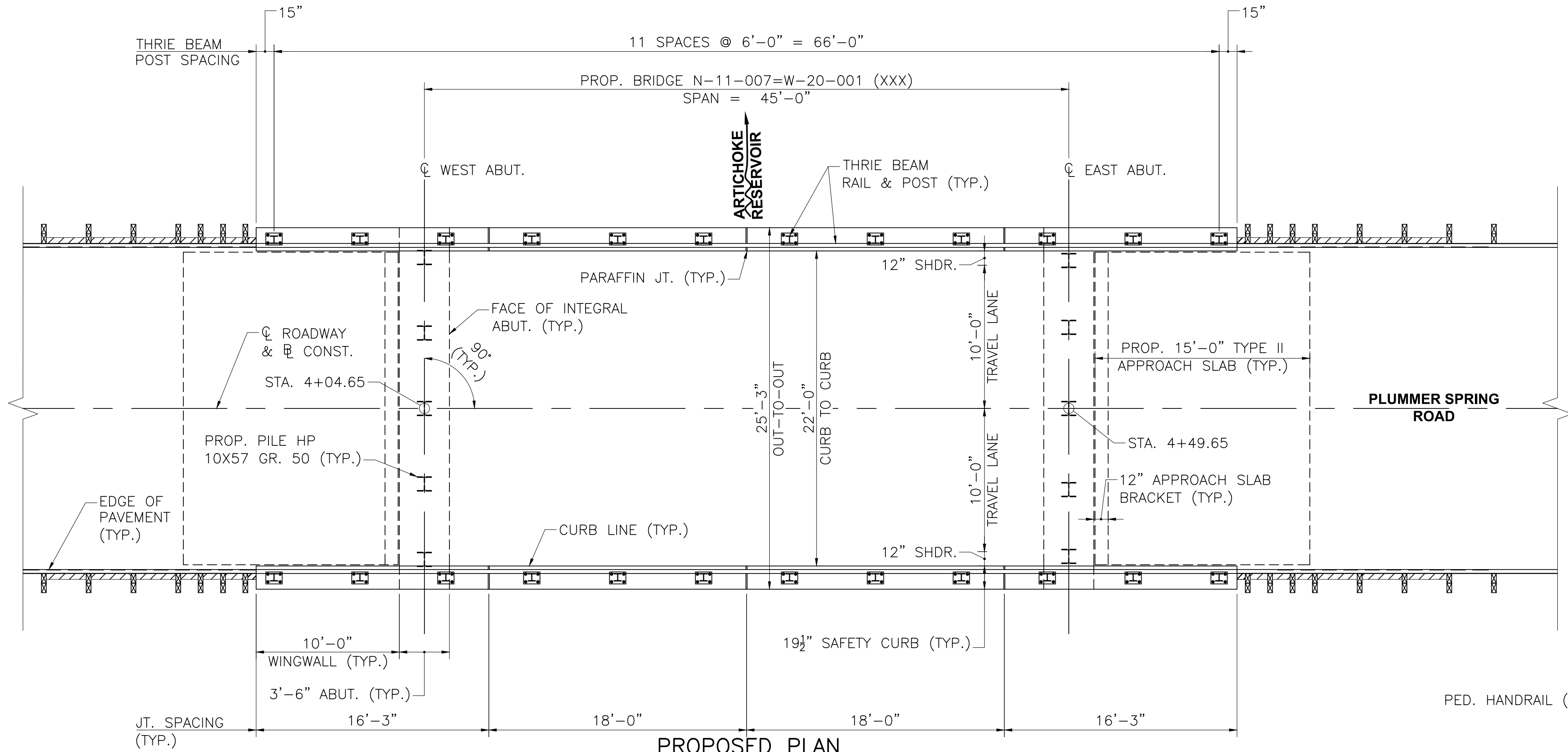
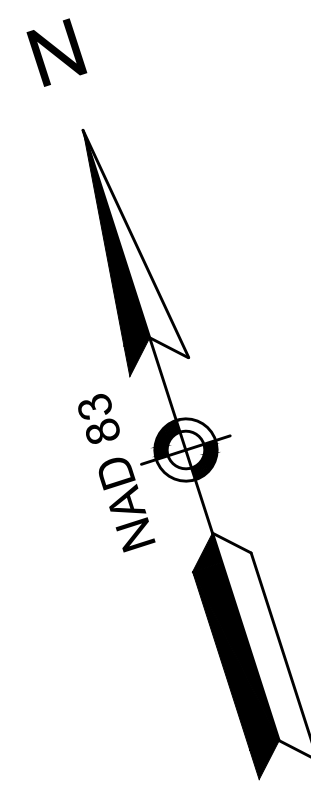
MONTH DD, YYYY	ISSUED FOR CONSTRUCTION
DATE	DESCRIPTION
USE ONLY PRINTS OF LATEST DATE	

SPREAD BOX - 22 FT ROADWAY.DWG Plotted on 6-Jun-2019 11:38 AM Plans Submittal (SPX) XX-XX-201X

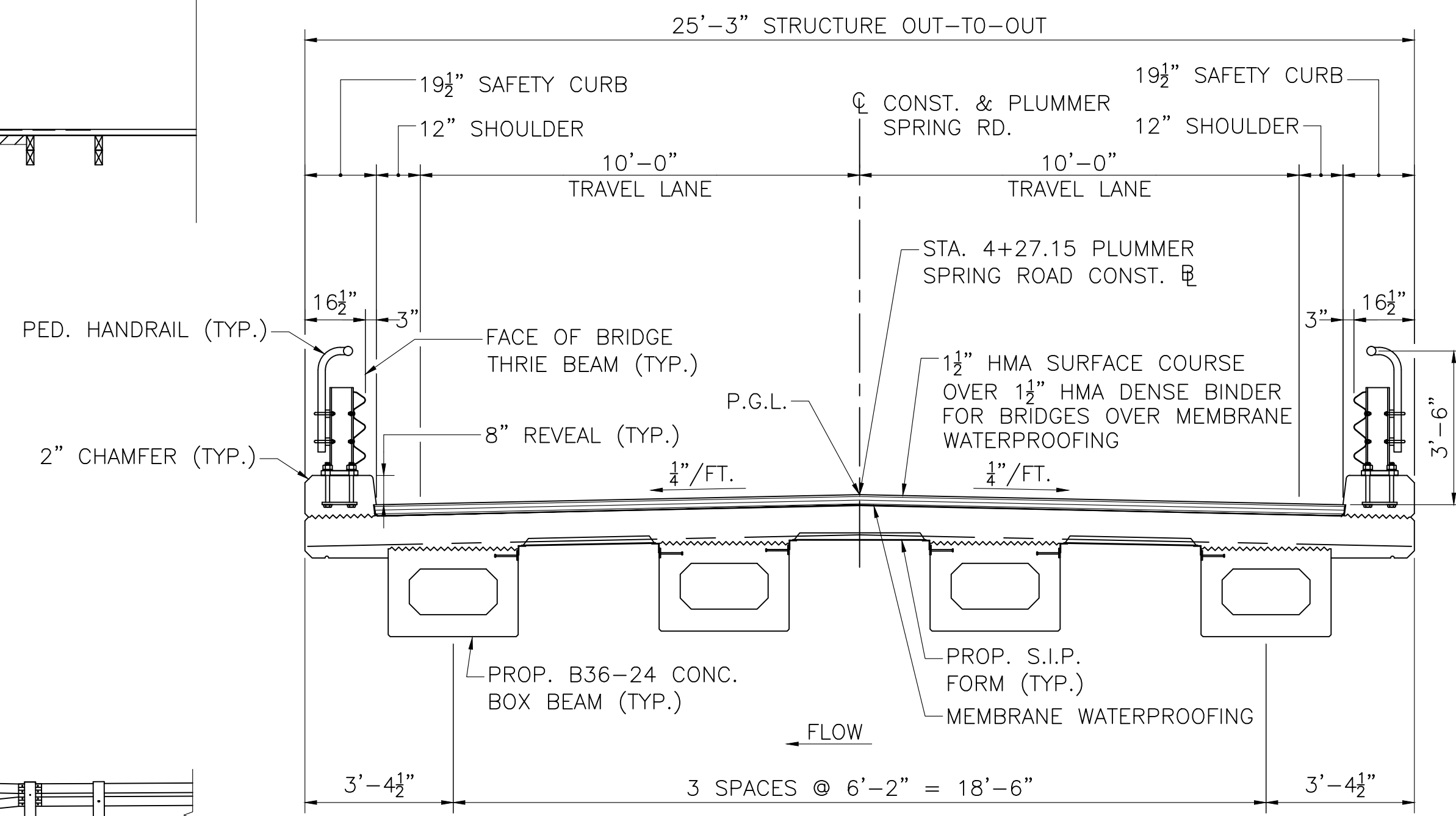
**NEWBURYPORT
PLUMMER SPRING ROAD**

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PROJECT FILE NO.		N/A	

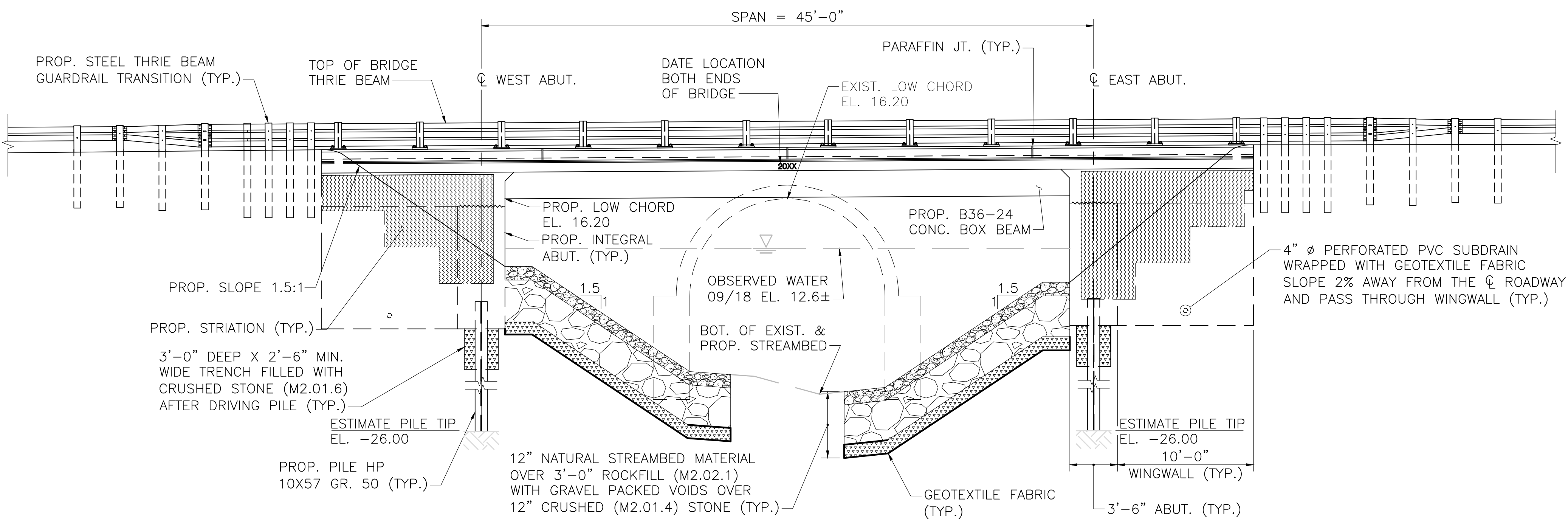
**ALTERNATIVE 2 - 45'-0" SPAN, 22'-0"
ROADWAY SPREAD BOX BEAM PLAN,
ELEVATION & TRANSVERSE SECTION**



PROPOSED PLAN
3/16" = 1'-0"



PROPOSED TRANSVERSE SECTION
3/8" = 1'-0"

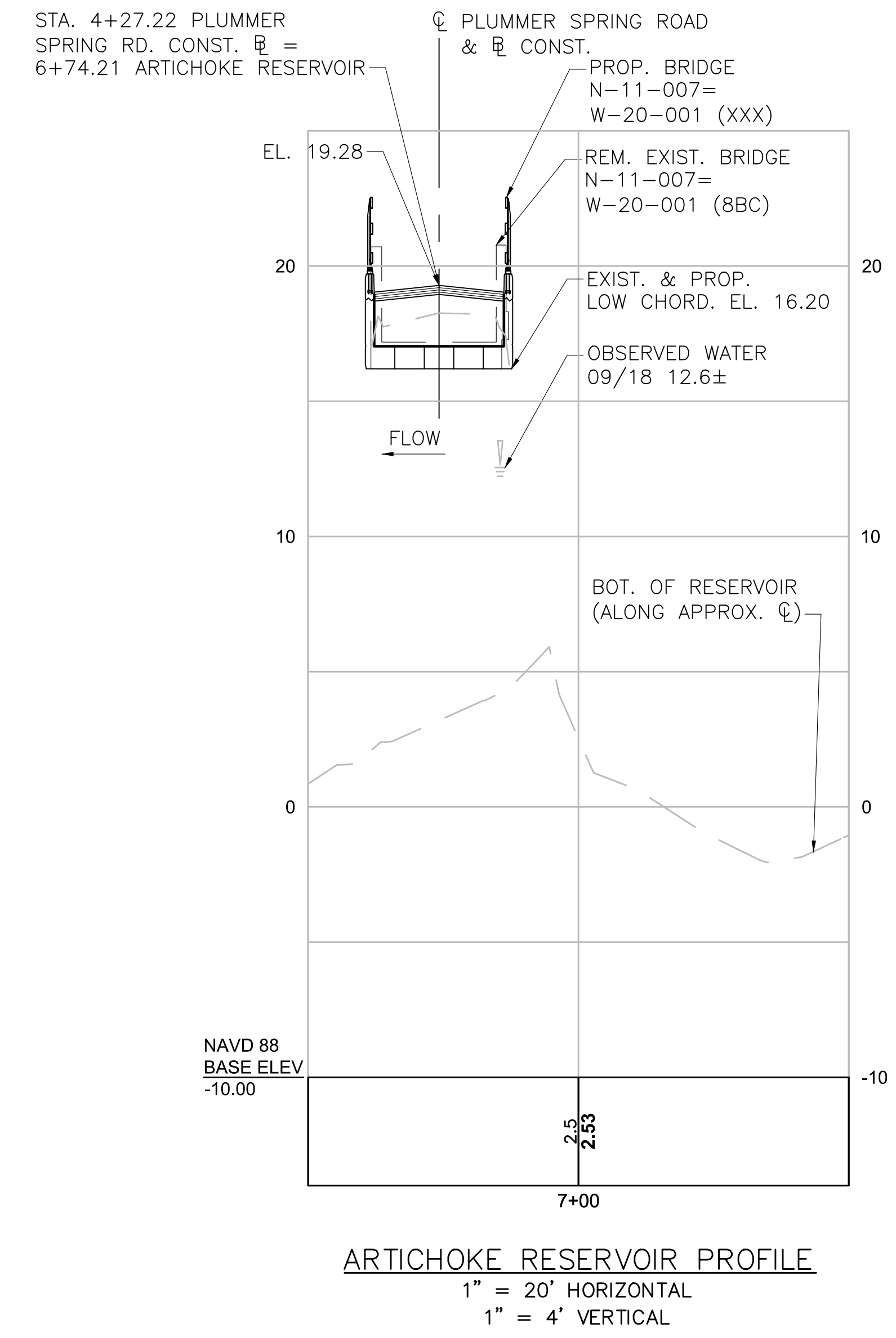
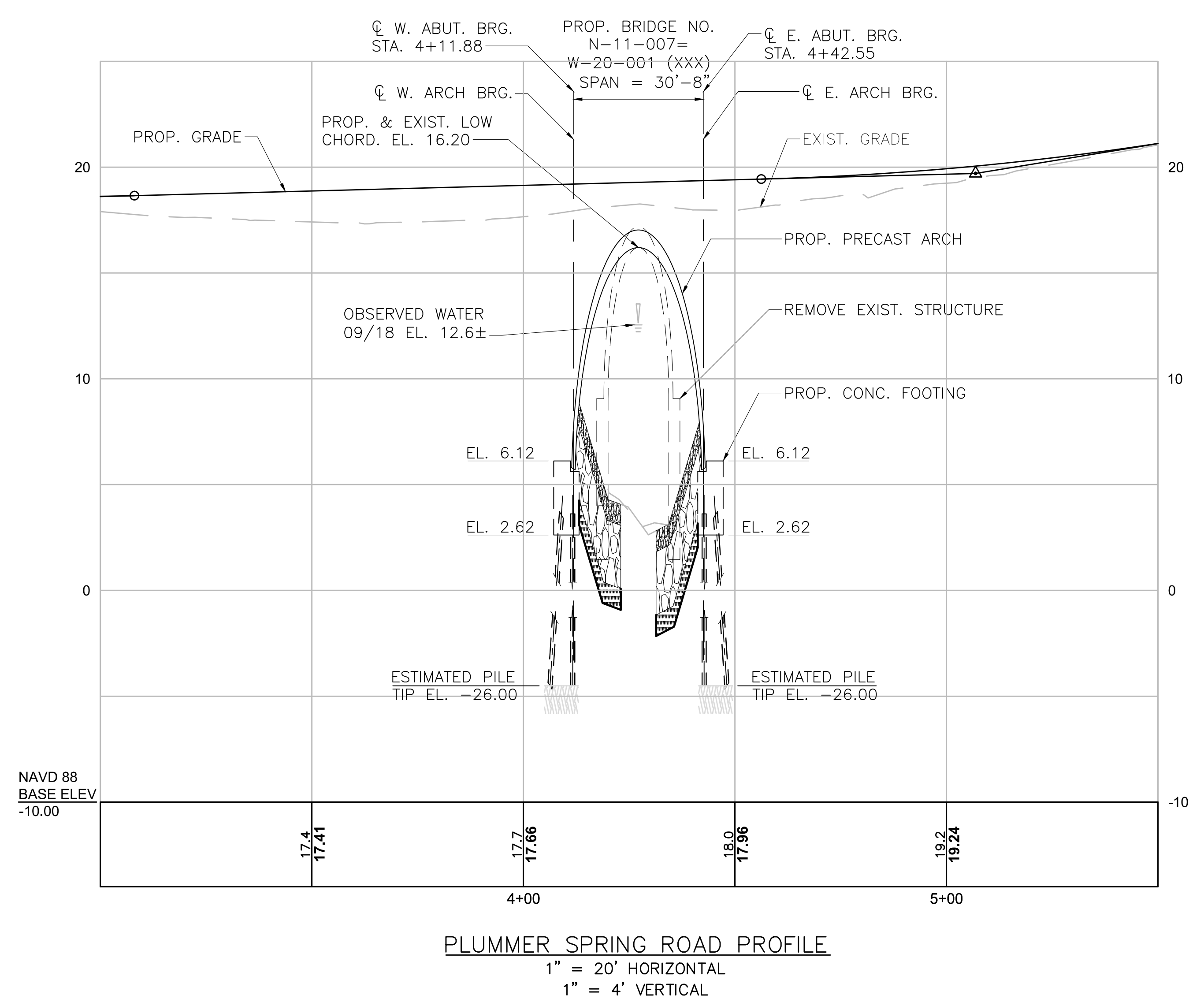
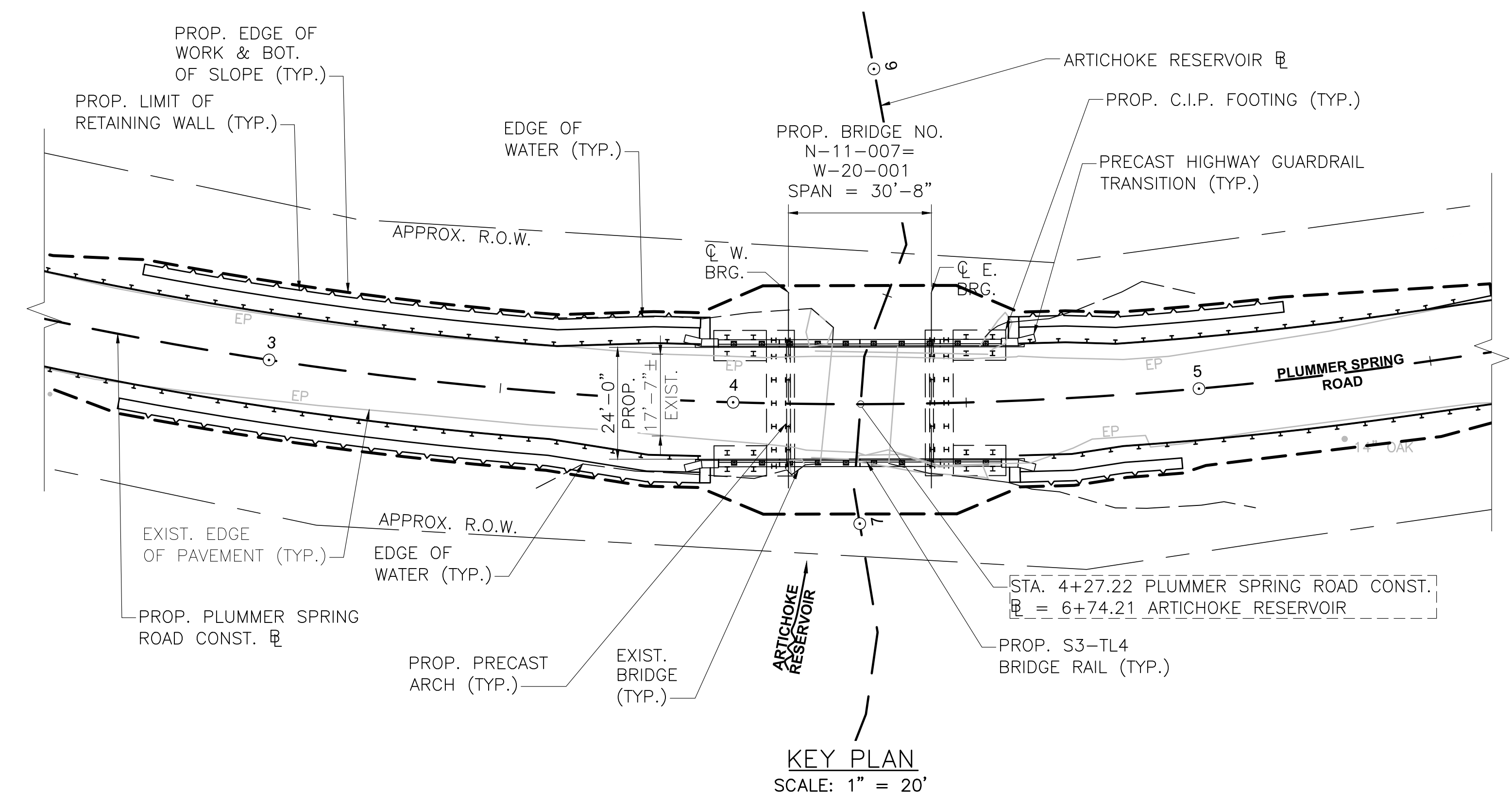
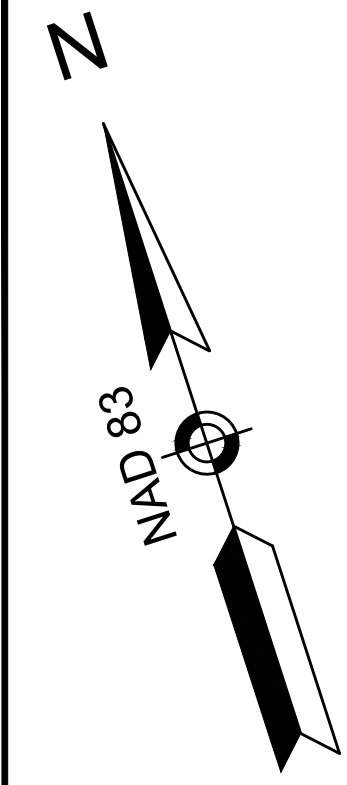


PROPOSED SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

**ALTERNATIVE 2
PRELIMINARY DESIGN**

MONTH DD, YYYY	ISSUED FOR CONSTRUCTION
DATE	DESCRIPTION
USE ONLY PRINTS OF LATEST DATE	

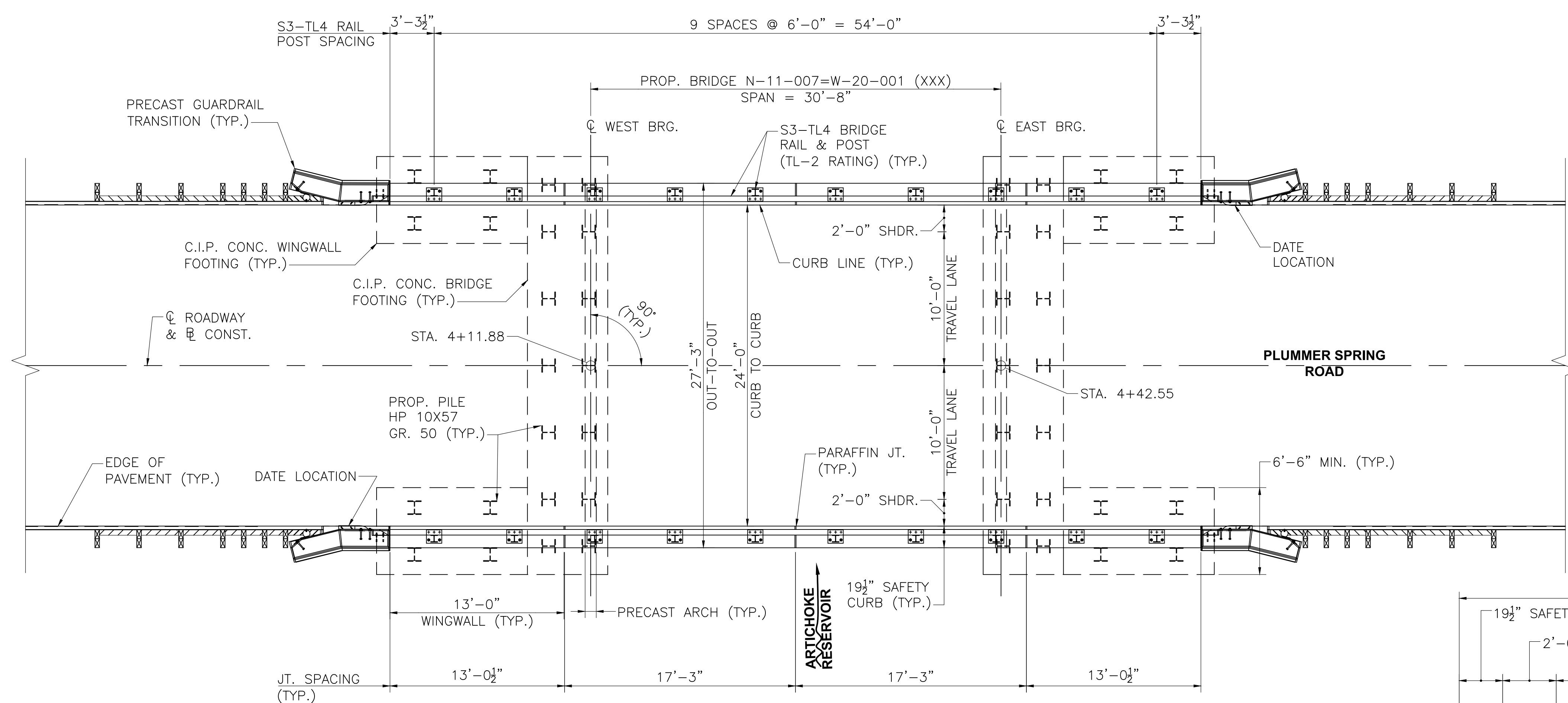
SPREAD BOX - 22 FT ROADWAY.DWG Plotted on 6-Jun-2019 11:38 AM Plans Submittal (SPX) XX-XX-201X



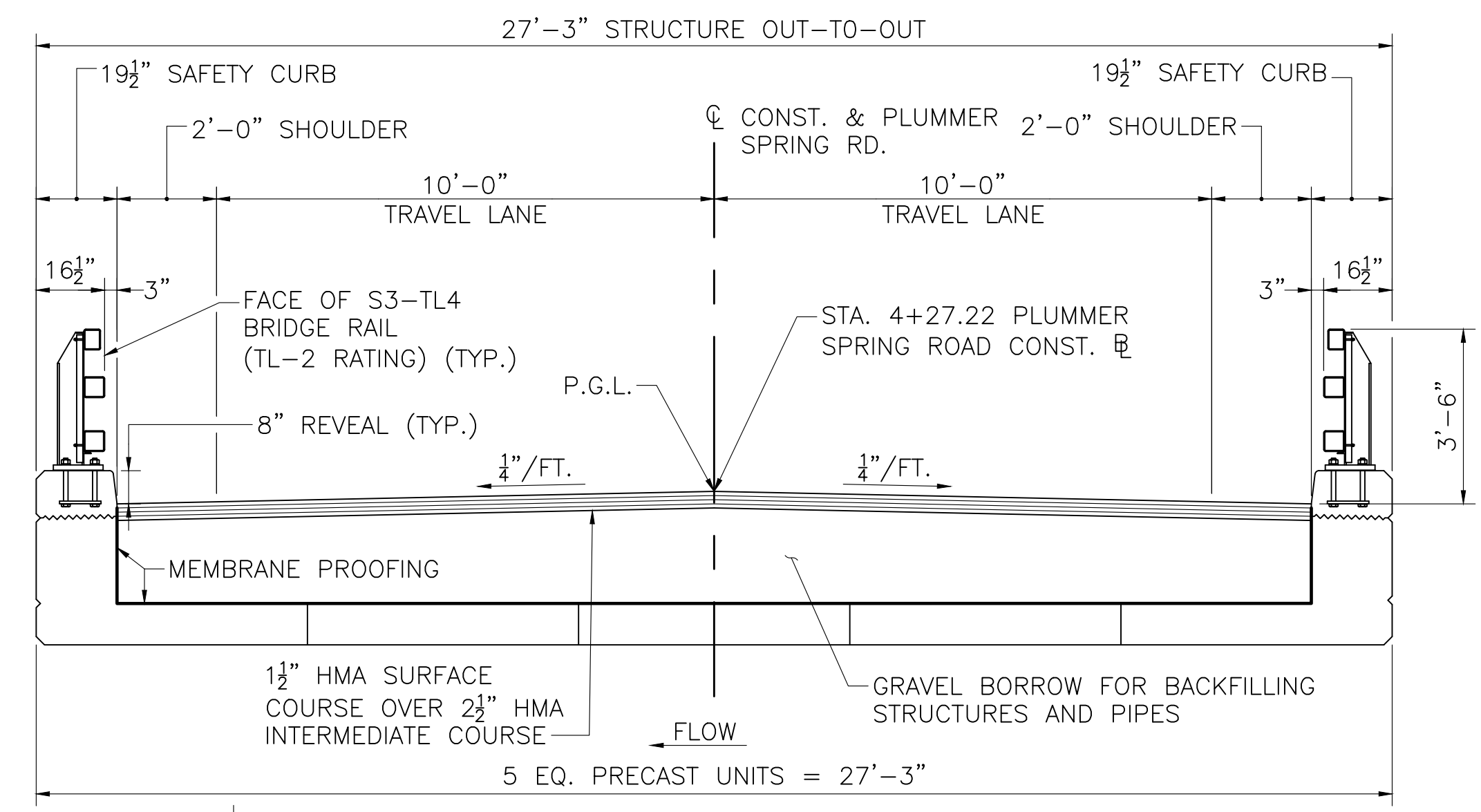
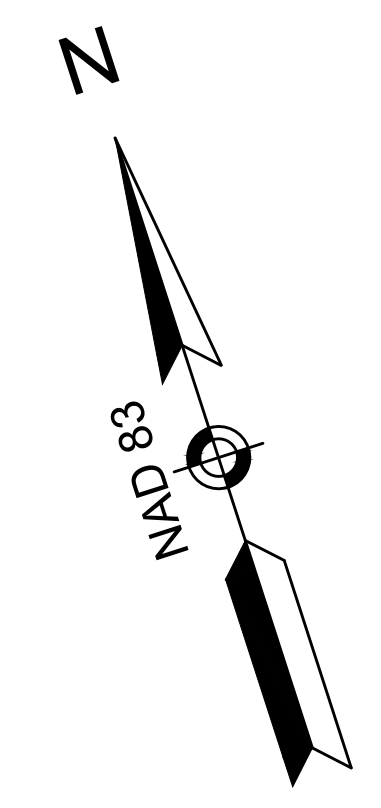
**ALTERNATIVE 3
PRELIMINARY DESIGN**

MONTH DD, YYYY	ISSUED FOR CONSTRUCTION
DATE	DESCRIPTION
USE ONLY PRINTS OF LATEST DATE	

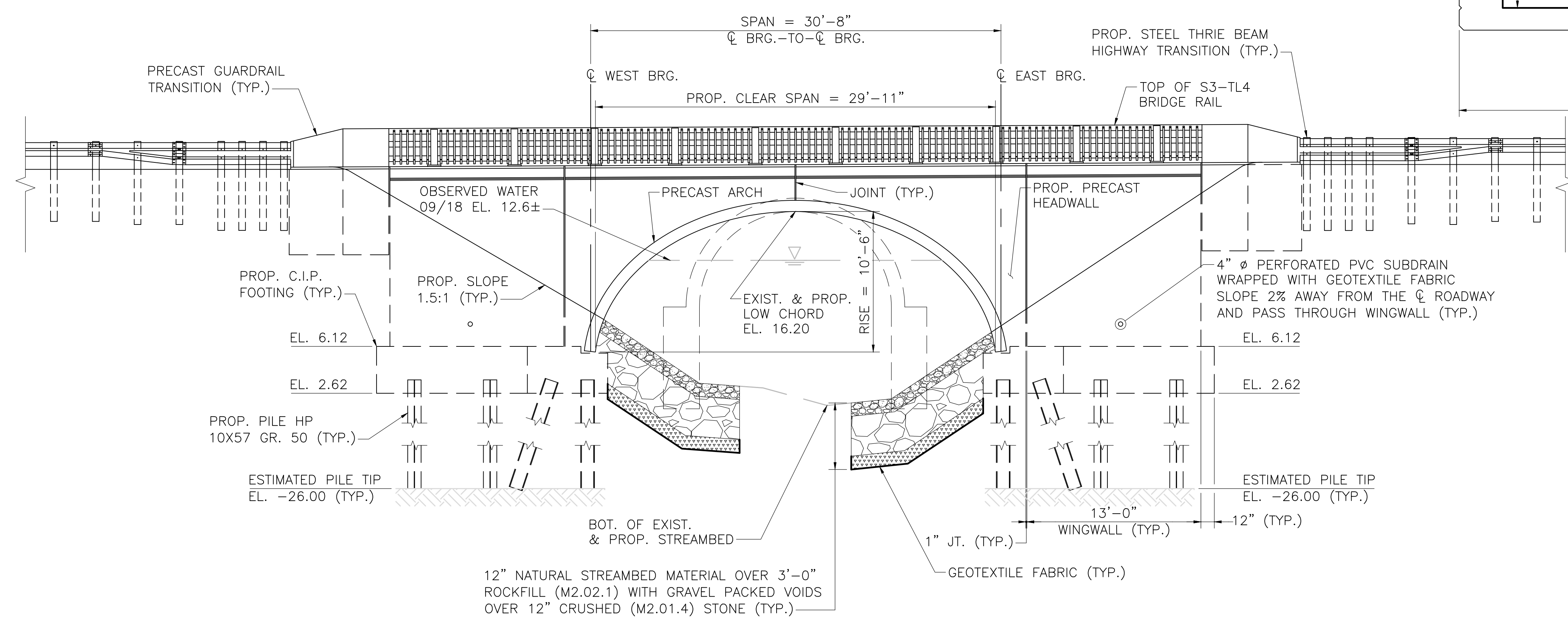
ARCHDWG Plotted on 6-Jun-2019 11:38 AM Plans Submittal (SPX) XX-XX-201X



PROPOSED PLAN
SCALE: 3/16" = 1'-0"



PROPOSED TRANSVERSE SECTION
SCALE: 3/8" = 1'-0"



PROPOSED SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

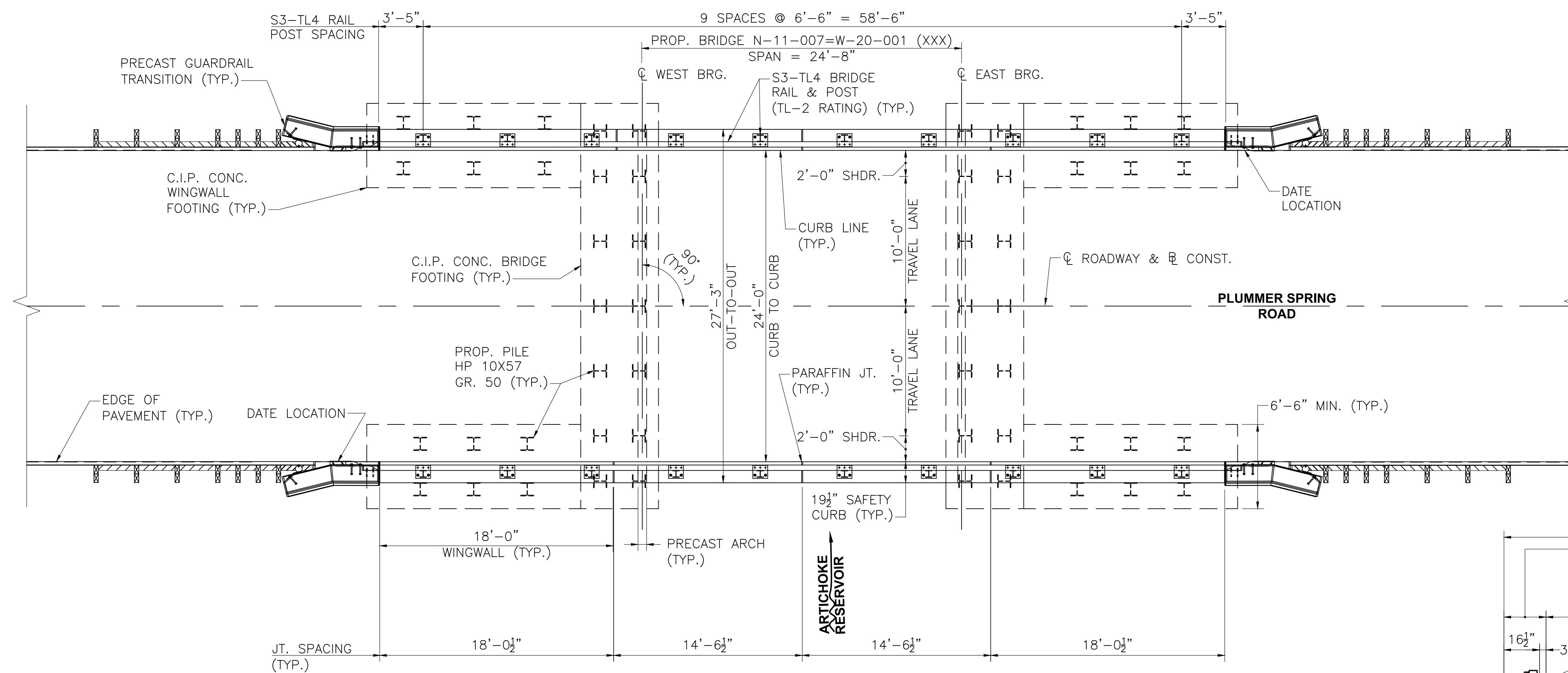
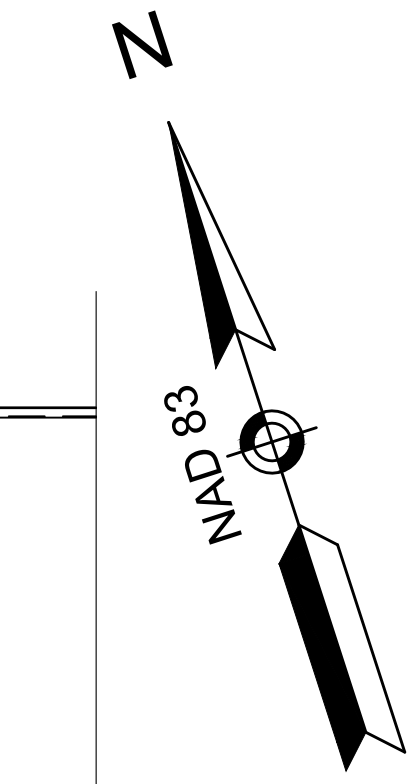
**ALTERNATIVE 3
PRELIMINARY DESIGN**

MONTH DD, YYYY	ISSUED FOR CONSTRUCTION
DATE	DESCRIPTION
USE ONLY PRINTS OF LATEST DATE	

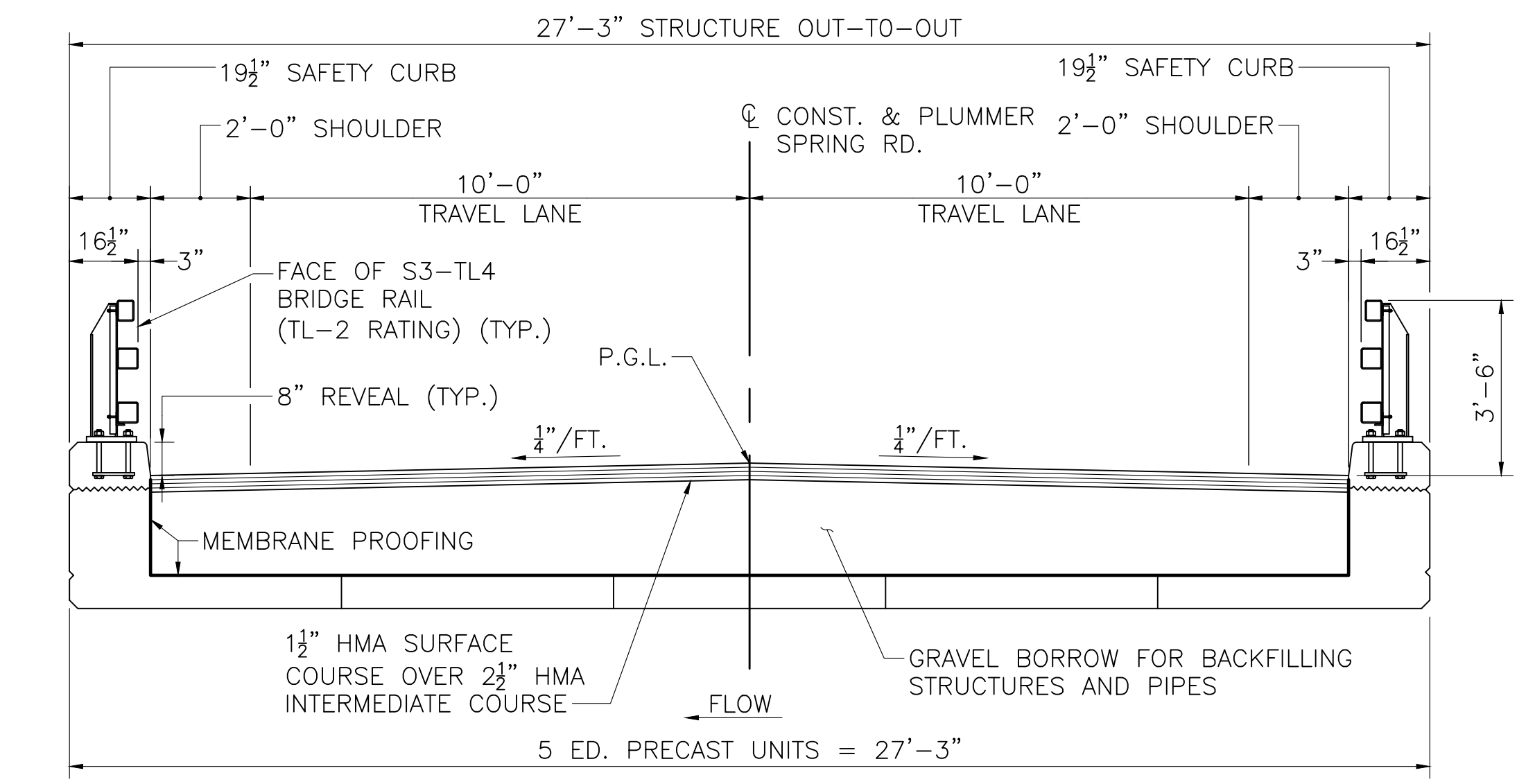
**NEWBURYPORT
PLUMMER SPRING ROAD**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	10	11
PROJECT FILE NO.		N/A	

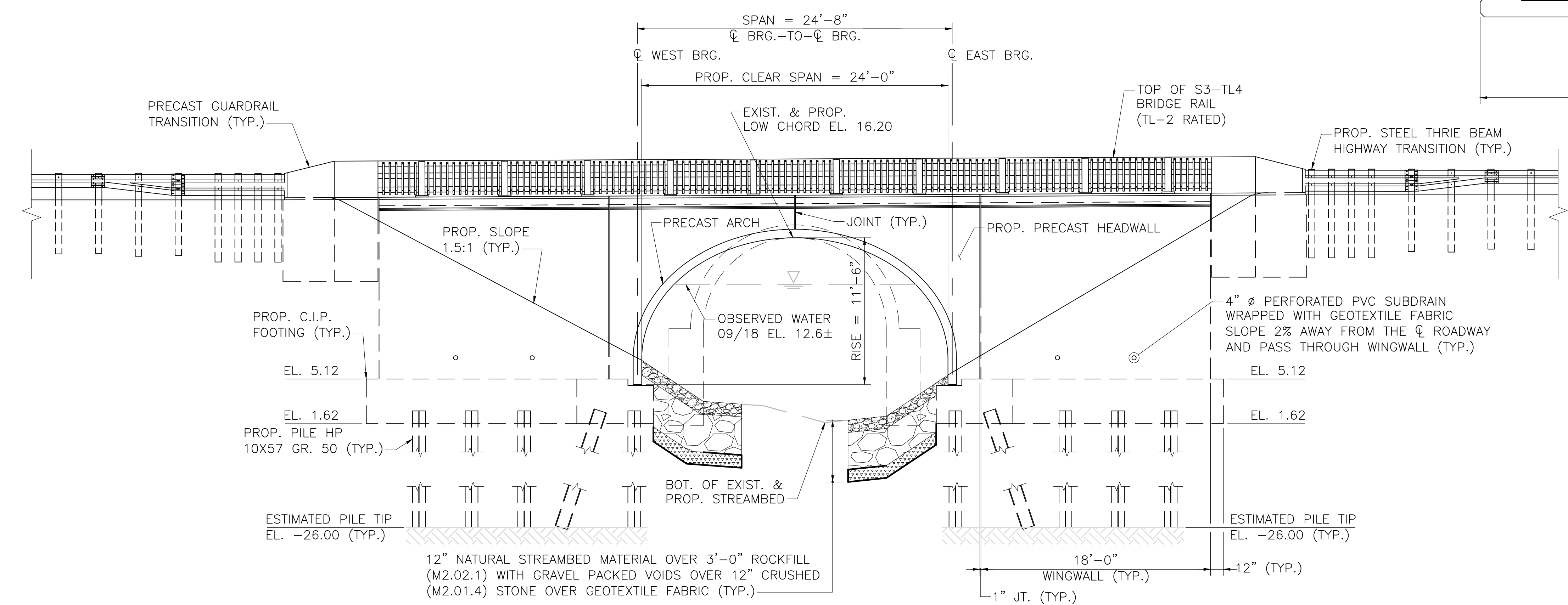
**ALTERNATIVE 4 - 24'-8" SPAN
ARCH PLAN, ELEVATION
& TRANSVERSE SECTION**



PROPOSED PLAN
SCALE: 3/16" = 1'-0"



PROPOSED TRANSVERSE SECTION
SCALE: 3/8" = 1'-0"

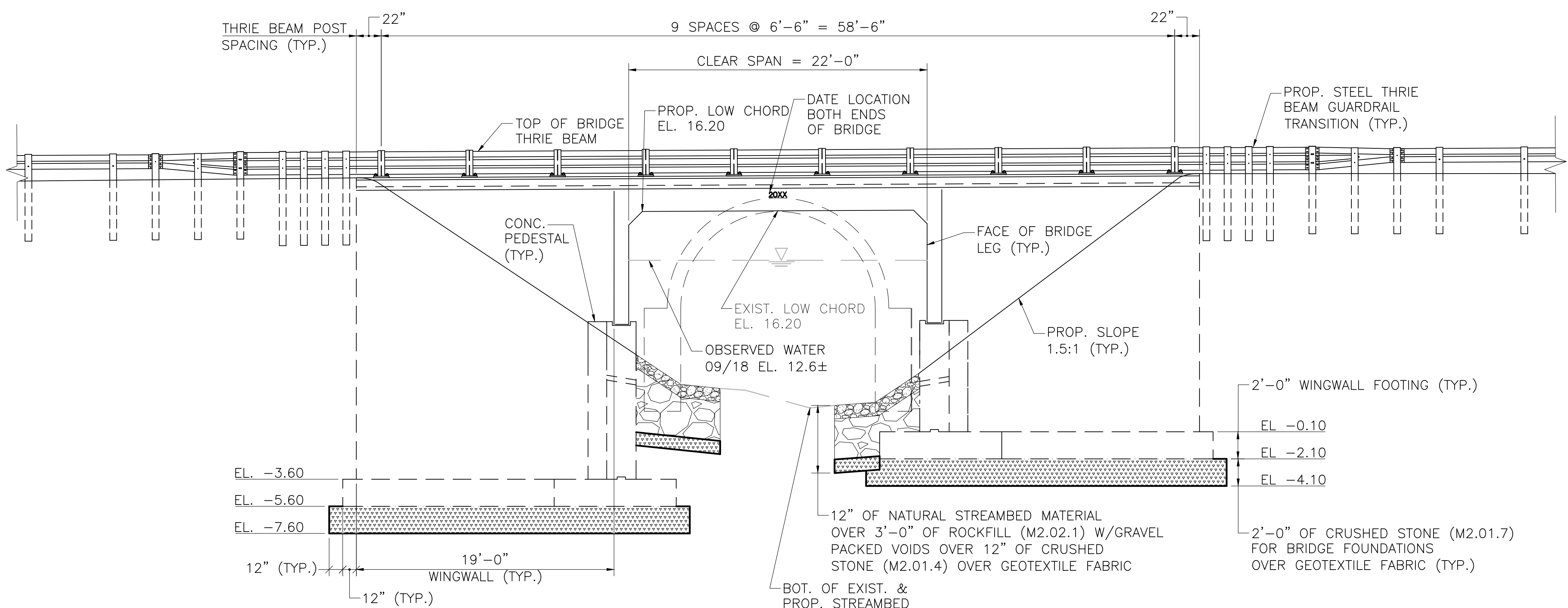
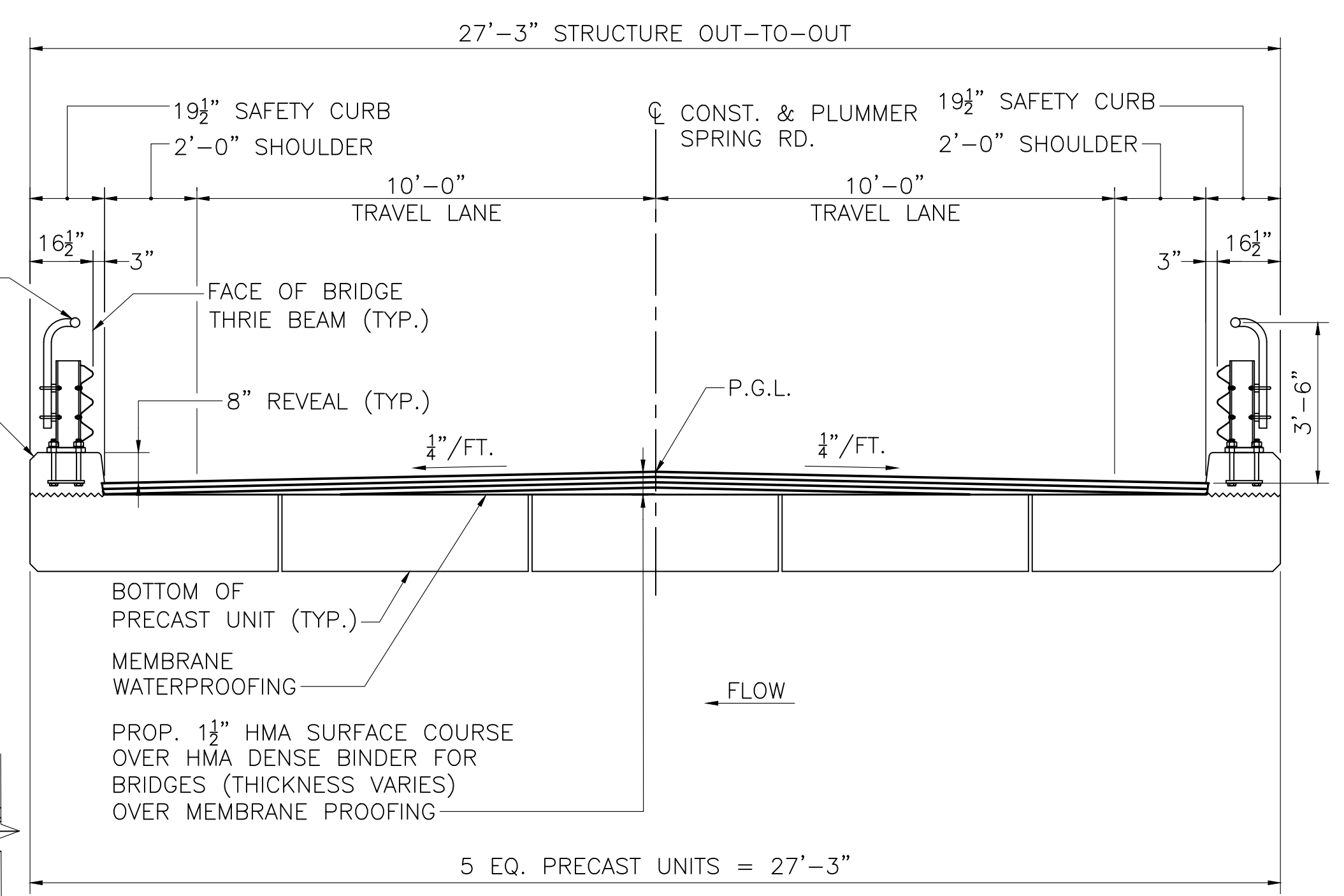
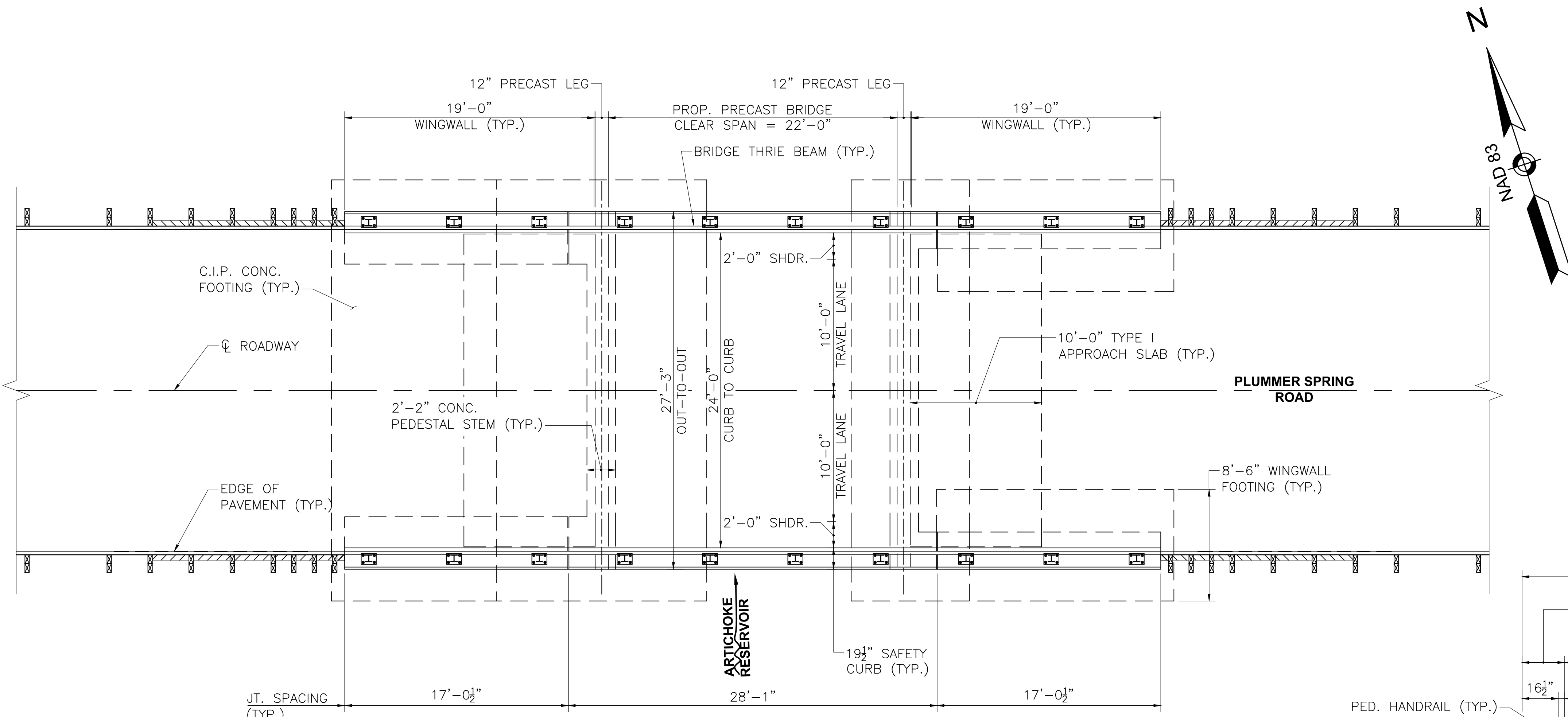


PROPOSED SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

**ALTERNATIVE 4
PRELIMINARY DESIGN**

MONTH DD, YYYY	ISSUED FOR CONSTRUCTION
DATE	DESCRIPTION
USE ONLY PRINTS OF LATEST DATE	

Plans Submitted (SPX) XX-XX-201X
24 FT SPAN ARCH/DWG
Plotted on 6-Jun-2019 11:39 AM



**ALTERNATIVE 5
PRELIMINARY DESIGN**

MONTH DD, YYYY	ISSUED FOR CONSTRUCTION
DATE	DESCRIPTION
USE ONLY PRINTS OF LATEST DATE	

RIGID FRAME.DWG Picked on 6-Jun-2019 11:39 AM Plans Submittal (SPX) XX-XX-201X



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: Board of Selectmen
FROM: Angus Jennings, Town Manager
DATE: June 22, 2019
RE: Carr Post

I attended a meeting among a group of interested citizens, including members of the Carr Post Building Committee, on Thursday evening, and there is presently a lot of forward movement with regard to conceptualizing the best way forward.

The Board of Selectmen direction set at a recent meeting is to update (actually, adopt for the first time) a formal Committee Charge. Background on this was provided in a recent Selectmen meeting packet. At this point, no draft charge is yet available for review, but this will forthcoming.

In the meantime, I recommend that the Board of Selectmen reappoint the current three members of the Committee, understanding that you I anticipate recommending an increase from three to five members as part of an updated Charge to be proposed in July. At that time an expanded Committee membership could be determined based on what will be most helpful to execute the Charge.

In parallel, my office is working closely with the DPW Director and Building Inspector, and we are in continuing contact with the historic preservation architecture firm and, through them, the structural engineer that completed the 2014 report and bid specs for the stabilization work.

Town Manager

From: DPW Director
Sent: Friday, June 21, 2019 3:33 PM
To: Town Manager
Subject: MS4 Permit Stormwater Update

Angus,
I just wanted to update you our MS4 status.

I have spent about 60% of my past 3 to 4 work weeks gathering and preparing documents for the new permit. Some of these documents include;

1. Preparing a street cleaning program
2. Preparing a catch basin cleaning program.
3. Preparing a Winter Road Maintenance and operations program.
4. Reviewing and improving a SWMP Program.

I will be finalizing the Stormwater Infrastructure Maintenance plan this week and hope to have all the required documents linked to the MS4 Permit by at end of next week.

Wayne

Wayne S. Amaral
Director of Public Works
Town of West Newbury
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dpwdirector@wnewbury.org