



Town of West Newbury
Board of Selectmen
Monday, August 5, 2019 @ 6pm
381 Main Street, Town Office Building

www.wnewbury.org

AGENDA

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

- ❖ MGL Ch. 30A §21(a) 6: To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body;
- ❖ MGL Ch. 30A §21(a) 3: To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares (*DPW Union Contract*);
- ❖ MGL Ch. 30A §21(a) 2: To conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel (*Town Accountant contract; personnel updates*);
- ❖ MGL Ch. 30A §21(a) 7: To comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements (*advice from town counsel*);
- ❖ Executive Session meeting minutes: May 28, 2019; June 24, 2019; July 22, 2019.

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.
- Police Dept. National Night Out, Tues. Aug. 6th, 5-7:30pm, Pentucket High School. Food, fun, games, prizes! Police, Free, DPW vehicles! Photo booth, music, cotton candy, popcorn & more! Free Event!
- Community Bandstand Summer Concert Series! Every Thursday through August 29th, 6:30-8pm, Rain or Shine! August 8th: Don White, singer/storyteller. All performers listed on Town website calendar.
- FY20 Senior Tax Work-off Program: interested residents contact Theresa Woodbury at COA

Regular Business

- A. Meeting with Sen. Tarr, Rep. Mirra re FY20 Commonwealth Budget
- B. Request for appointments:
 - a. Joint meeting with G.A.R. Library Board for appointment of Library Trustee
 - b. Reappointment of Julie Boria to Capital Improvements Committee
 - c. Appointment of Peter Ringenbach to Carr Post Building Committee
- C. Special event permit: Loco Sports, Harborside Half Marathon – November 10, 2019
- D. Vote to establish Carr Post Building Gift Account pursuant to MGL c.44 s.53A
- E. Vote to accept funds gifted to support Carr Post Building, and to authorize use of funds
- F. Town Manager updated report on funding to support Carr Post architectural, engineering services
- G. Proposed adoption of Community Compact policy: Indirect Cost Allocation
- H. Proposed fee increase for Street Opening and Trench permits, and update on process – *DPW Director*
- I. Proposal to establish Tree Committee incl. draft Committee Charge – *Open Space Committee*
- J. Policy goals for FY20 and discussion of goal-setting process with Departments/Boards/Committees
- K. Discussion of FY21 budget process/timeline
- L. Proposed FY20 holiday recognition schedule
- M. Approval of meeting minutes: July 22, 2019.

Town Manager Updates

- N. DPW report on schedule for street paving and guardrail work
- O. Update on pending MassWorks grant application for Middle Street Bridge; call for support letters
- P. Update on potential hazard reclassification of Mill Pond Dam
- Q. Mill Pond Committee update re water quality testing and pond/lake management planning
- R. Memo from Planning Board regarding Chapter land policy and procedures
- S. Follow up meeting assignments; and Placing items for future agendas



The West Newbury Police Department
invites all members of the
community to:



NATIONAL

NIGHT OUT!

An evening of food, fun, games, and prizes!



Tuesday, August 6th!!!

5:00-7:30 PM Admission is FREE!

**Pentucket Regional High School
24 Main Street, West Newbury**

The evening promises fun for the whole family:



A chance to look inside
police cars, fire trucks, DPW vehicles,
and lots more!



K-9 Demonstrations by the Sheriff's Dept!



- **Photo Booth**
- **Bouncy house**
- **Air Brush Tattoos**
- **Games and prizes!**
- **Music, cotton candy, popcorn & more!**



Town Manager

[REDACTED]

Great thank you very much!

U IWD #D #J ID Q J U HJ R U IR #
Operations and Logistics Manager
Office of Senator Bruce E. Tarr
Senate Minority Leader
State House, Room 308
Boston, MA 02133
Phone: 617-722-1600
Fax: 617-722-1310

[REDACTED]

[REDACTED]

Yes, it works well. We'll put it first on the agenda, at 7pm. Thanks!

[REDACTED]

We are all set and confirmed with Rep Mirra & Senator Tarr for August 5th.

Does this date still work?

Thank you.

U IWD #D #J ID Q J U HJ R U IR #
Operations and Logistics Manager
Office of Senator Bruce E. Tarr
Senate Minority Leader
State House, Room 308
Boston, MA 02133

Phone: 617-722-1600

Fax: 617-722-1310

To: Town Manager

Cc: Tarr, Bruce E. (SEN); Mori, Victoria (SEN); Desautels, Megan (HOU)

Subject: [External]: Re: Commonwealth budget

I had it for August 5 but can be flexible.

Lenny

On Mon, Jul 29, 2019 at 10:54 AM Town Manager <townmanager@wnewbury.org> wrote:

Sen Tarr, Rep Mirra,

Hope your summers are going well!

I'm working on the Aug. 5th BoS agenda and was not sure if that date worked for a discussion re the Commonwealth budget, incl. ed funding. August 19th is also an option.

Please let me know, and we'll plan accordingly –

Thanks,

Angus

Angus Jennings, Town Manager

Town of West Newbury

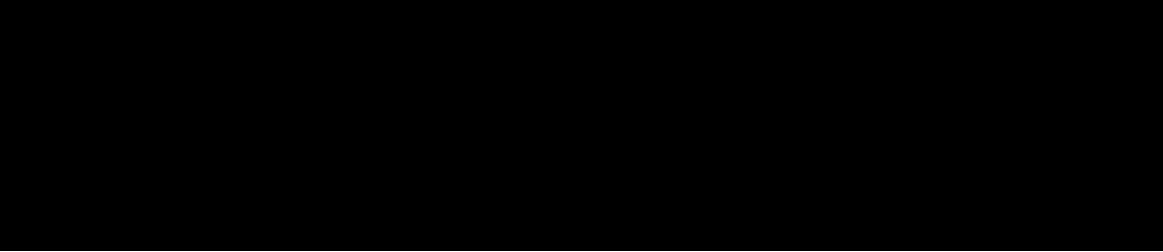
Town Office Building

381 Main Street

West Newbury, MA 01985

(978) 363-1100 x111

townmanager@wnewbury.org



Happy to meet with you guys Angus, and thank you for putting us on the agenda. We will absolutely set up a time to discuss final budget.

Lenny

On Tue, Jun 11, 2019 at 12:21 PM Town Manager <townmanager@wnewbury.org> wrote:

Thank you both for attending last night's meeting. It was a great discussion, and we'll include documentation of the meeting in our FY19 MS4 Annual Report as part of our compliance with the education & outreach mandates – a win/win!

The Board's summer meeting dates are July 15 and 22, and August 5 and 19. Please let me know when you have a date you'd like to attend to discuss educational funding, and we can help get the word out locally in advance.

Thanks again,

Angus

Angus Jennings, Town Manager

Town of West Newbury

Town Office Building

381 Main Street

West Newbury, MA 01985

(978) 363-1100 x111

townmanager@wnewbury.org

Town Manager

From: Fred Chanania <[REDACTED]>
Sent: Friday, August 2, 2019 9:13 PM
To: Town Manager
Subject: Re: Monday Meeting

Dont know yet. Include both just in case.

Fred

Sent from my iPad

On Aug 2, 2019, at 8:20 PM, Town Manager <townmanager@wnewbury.org> wrote:

Should I include both or only one candidates' materials in Monday's BoS packet? Thanks

From: Fred Chanania <[REDACTED]>
Sent: Thursday, August 1, 2019 4:34 PM
To: Town Manager <townmanager@wnewbury.org>
Cc: Michael McCarron <mmccarron@wnewbury.org>; Sellos-Moura Marcia <[REDACTED]>
Subject: Re: Monday Meeting

Angus:

The situation is thus: The Board of Library Trustees (I suppose that is BOLT, as in Usain) voted (5-3) last night to recommend one candidate, Tom Salvo. I am discussing with Marcia tonight whether and how to let the other candidate know in case she wishes to simply withdraw her name at this point. Otherwise, both will show up on Monday night. I have to talk to Marcia tonight (she is unavailable today) about whether and how we would do this notification of the other candidate. We will also discuss how to notify the BOS that there was a vote to recommend Tom Salvo to the BOS. We can certainly send an email tomorrow.

Both candidates were asked by the BOLT to be prepared to attend Monday night's BOS meeting. I don't think they need a separate invitation from you at this point, and I want to talk to Marcia tonight anyway. Can you just make the agenda say something neutral about this item.

FYI, we expect that all BOLT members will attend Monday's BOS meeting.

I hope this clarifies where we stand and that it helps you.

Fred

On Aug 1, 2019, at 3:50 PM, Town Manager <townmanager@wnewbury.org> wrote:

Fred,

Since the appointment is made jointly between the two Boards, unless the Library Board provides a written recommendation to appoint one candidate, my suggestion would be to invite both. I think the BoS may expect to have the opportunity to meet w both candidates. Give me a call if you want to talk it

over; I need to post the agenda in the next 2 hours and I'd like to give notice to one or both candidates to invite their attendance.

Thanks,
Angus

From: Michael McCarron <mmccarron@wnewbury.org>

Sent: Thursday, August 1, 2019 3:22 PM

To: [REDACTED]

Subject: Monday Meeting

Fred:

Based on our last conversation, it was my understanding that only the recommended candidate would attend Monday's meeting. The other would be given the option should she like to attend but with the knowledge that the other most likely would be selected.

The Town Manager wanted to know if he should extend an invitation. To one? Both?

Let me know the Trustees preference.

Michael P. McCarron

Town Clerk

Town of West Newbury

381 Main Street

West Newbury, MA 01985

Tel 978-363-1100 ext 110



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: Thomas R. Salvo

Address: [REDACTED]

e-mail: [REDACTED]

Mobile phone: [REDACTED] Home phone: n/a

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

G.A.R. Library Board of Trustees

Current or past committees served on: none in West Newbury

Relevant skills, expertise and education: Assistant to Director at Topsfield Town Library (MA); Master's Degree in Educational Administration; adjunct Math faculty member at Northern Essex Community College; former high school teacher of math, science, and computer applications for 35 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: Thomas R. Salvo Digitally signed by Thomas R. Salvo
Date: 2019.06.14 09:29:09 -04'00' Date: 06/14/18



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: Paula Breger

Address: [REDACTED]

e-mail: [REDACTED]

Mobile phone: [REDACTED] Home phone: none

Board(s) or committee(s) you are interested in volunteering on:
G.A.R. Memorial Library Board of Trustees

Current or past committees served on: none

Relevant skills, expertise and education: In addition to being a compulsive reader and devoted patron of the G.A.R. Memorial Library, I am the librarian at Temple Emanu-El in Haverhill, where I am responsible for budgeting, purchasing (books, periodicals, audio/visual materials, and supplies), cataloguing, and circulation. I am also Temple Emanu-El's communications director, responsible for crafting marketing and public relations materials. I worked in the retail book industry for several 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: Paula Breger Date: 6/12/19

Paula Ellen Breger

2 Barberry Lane, West Newbury, Massachusetts 01985 | [REDACTED] |
[REDACTED]

PROFESSIONAL EXPERIENCE

TEMPLE EMANU-EL, Haverhill, MA

Co-Chair, Temple Emanu-El Author Series, March 2016 to present

Organize public series of author and arts events. Responsible for budgeting, recruiting speakers, communicating with authors, negotiating contracts, and arranging event logistics including, where necessary, lodging and transportation. Create marketing materials for series and individual events.

Communications Director, January 2016 to present

Webmaster, January 2013 to present

Responsible for crafting outward-facing marketing and public relations materials. Prepare and distribute press releases, posters, and flyers for temple events and work with the executive director to maintain the temple's website and social media accounts.

Librarian, September 2007 to present

Responsible for all aspects of library management and organization: research and acquire new titles and materials; prepare book reviews and articles for inclusion in temple bulletin; create and maintain topical book displays; solicit donations of funds, equipment, and media; maintain web-based catalog of approximately 3,500 volumes; and organize and moderate book club.

FREELANCE EDITOR, West Newbury, MA

September 2011 to present

Freelance copy and content editor. Recent projects include editing creative nonfiction master's thesis, online textbook content for an educational publisher, marketing proposals for a public relations firm, website content for a bed-and-breakfast destination resort, a near-future paranormal mystery, and middle-grade and young adult novels. Responsibilities include reviewing content for grammatical, spelling, and factual correctness, adjusting tone for audience, and working with authors to develop plot, character, and voice.

BORDERS BOOKS & MUSIC, Peabody & Boston, MA

Various Leadership Positions, July 1994 to November 1998

As *assistant manager*, responsible for all aspects of store inventory, floor, and facilities management; merchandising; and supervision and evaluation of booksellers, trainer, inventory assistant, and special orders clerk. Participated in hiring and budgeting processes. Planned and coordinated store physical inventories. As *office coordinator*, responsible for human resources administration, billing and collections, and daily cash reconciliation. Responsible for local interest purchasing. Acted as *trainer* in store trainer's absence. As a *bookseller*, maintained mystery, law, education, and true crime sections. Familiar with café operations.

MORGAN, LEWIS & BOCKIUS, Los Angeles, CA

Attorney, Business and Finance Section, October 1989 to December 1993

Practice included real estate, real estate finance, and general corporate law. Publication: "The US and Mexico Agree to Exchange Tax Information," *International Financial Law Review*, Vol. IX, No. 3, March 1990; expanded and reprinted in *Los Angeles Lawyer*, Vol. 13, No. 8, November 1990 (co-author).

BET TZEDEK LEGAL SERVICES, Los Angeles, CA

Volunteer Attorney, 1992

Counseled clients in the aftermath of the 1992 Los Angeles riots. Assisted clients with insurance claims, housing issues, and employment concerns.

UNITED STATES DISTRICT COURT, Los Angeles, CA

Law Clerk to the Honorable David V. Kenyon, September 1987 to August 1989

Performed legal research on a variety of state and federal law topics. Drafted legal memoranda, orders, and opinions. Supervised and assisted student externs in their research and preparation of memoranda.

UCLA SCHOOL OF LAW, Los Angeles, CA

Criminal Procedure Tutor, January to May 1987

Instructed first-year law students in constitutional criminal procedure in both individual and group review sessions. Techniques included the case method of legal analysis, the Socratic method, and the creation and discussion of hypothetical situations.

Teaching Assistant, August 1985 to May 1987

Counseled and critiqued students in Legal Research & Writing course. Edited papers, legal memoranda, and briefs. Instructed students in first-year clinical program on various aspects of fact investigation, including interviewing, counseling, and theory development. Techniques included case study and role-play.

LEGAL AID FOUNDATION OF LOS ANGELES, Labor Defense Network

Site Coordinator, September 1984 to September 1985

Interviewed and counseled clients regarding unemployment insurance benefits and wage claims. Acted as liaison between site volunteers and steering committee.

DEPARTMENT OF MARKETING, The Wharton School, University of Pennsylvania

Research Assistant, Professor Thomas S. Robertson, September 1983 to July 1984

Projects included cross-cultural study of the effects of television advertising on children and the family, preparation for international symposium on advertising and children, and evaluation and forecast of trends in the pharmaceutical industry.

EDUCATION & TRAINING

UCLA SCHOOL OF LAW, University of California, Los Angeles

Juris Doctor, May 1987.

Order of the Coif.

Curriculum Committee, 1986-87.

THE WHARTON SCHOOL, University of Pennsylvania

Bachelor of Science in Economics, *cum laude*, May 1984.

Concentration in Marketing.

Dean's List 1981-1984.

BORDERS, INC., Ann Arbor, MI

General Manager training, 1996.

Office Coordinator training, 1997.

Admitted to bars of State of California and Central District of California, December 1987.

Town Manager

From: [REDACTED]
Sent: Saturday, July 27, 2019 11:52 AM
To: Town Manager
Subject: Re: Capital Improvements Committee

Sounds good- thanks!

On Saturday, July 27, 2019, 8:25:43 AM EDT, Town Manager <townmanager@wnewbury.org> wrote:

That's great! As a reappointment we won't need another committee application. We'll put your appointment on the Aug 5th agenda. No need to attend, though of course you'd be welcome to do so if you'd like.

After the Board votes, the Town Clerk's office will be in touch re getting sworn in again.

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

Sent from my mobile device

On Jul 27, 2019, at 8:19 AM, [REDACTED] wrote:

Hi Angus,
I've been meaning to reach out to you. My term does end this year, and I am interested in continuing. Please let me know what I need to do.
Thanks,
Julie

On Friday, July 26, 2019, 12:51:45 PM EDT, Town Manager <townmanager@wnewbury.org> wrote:

Hi Julie,

I'm writing to determine your interest in continuing to serve on the CIC. The Board of Selectmen database of Committee appointees is unclear as to the date of your most recent appointment and the end of your term, and before the CIC ramps up its work in FY20 we'd like to get this clarified. (The good news is, of roughly 150 Committee appointments, this is the one remaining loose end!)

If your term is ongoing, and you know the date the term ends, please let me know, and accept my apologies that our office doesn't have this info. If your term did end at the end of FY19, or if you're not sure – and assuming that you do wish to continue to serve – I would recommend bringing you forward for a new appointment by the BoS at an upcoming meeting.

Please let me know, and feel free to contact me with any questions.

RECEIVED

JUL 29 2019

TOWN MANAGER
TOWN OF WEST NEWBURY



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: peter a ringenbach
Address: [REDACTED]
e-mail: [REDACTED]
Mobile phone: [REDACTED] Home phone: [REDACTED]

Board(s) or committee(s) you are interested in volunteering on:
building comm. Carr Bldg

(past)designer selection comm. West Newbury library.
Current or past committees served on: _____
(past) Chair Town Hall Bldg Comm.

Relevant skills, expertise and education: SEE ATTACHED.

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: [Handwritten Signature] Date: 7/20/19

Peter A Ringenbach, Architect
7/20/19

Relevant skills, expertise and education;

Graduate Dean College, Architectural Construction
Graduate Boston Architectural College, Architecture

Registered architect, Mass. Retired registrations in 9 other states

Retired national registration (NCARB)

Retired partner, Perry Dean Rogers & Partners;

In addition to new building projects which was extensive over my 38 years with the firm I also oversaw our preservation practice. Some of those projects included;

Lawrence Superior Courthouse

Provincetown Public Library

Brookline Public Library

Multiple projects Yale University

Chapel, Marist College

Virginia Science Museum (originally Richmond train station)

Licensed carpenter in New York City (retired)

Licensed construction supervisor (retired) Massachusetts

Past member Historic district sign committee, Newburyport

Past member Library expansion, Designer Selection Committee, West Newbury

Past member and chair, Town Hall Building Committee, West Newbury

Special Event Application Checklist

- ✓ Submit your **Special Events Permit Application** (with all maps, diagrams and attachments as required) and **Use of Facilities Form** (where applicable) at least 60 days before the event,
- ✓ Provide a Schedule of Events along with a Site Plan which addresses:
- ✓ The location of the event on the property - See Map
- ✓ For road or walk race, a detailed map of the route - See Map
- ✓ Features and attractions N/A
- ✓ Participant circulation - See Map
- ✓ Proposed parking including how you will handle overflow parking - See Appendix
- ✓ Any proposed road closures - See Appendix
- ✓ Location of trash receptacles and dumpsters - See Appendix
- ✓ Location of temporary toilet facilities - See Appendix
- ✓ Accessible routes for the disabled - N/A
- ✓ Locations, size and number of any tents, trailers or temporary structures -N/A
- ✓ Location, size, and description of any signage or banners - See Appendix
- ✓ If food will be served or sold at the event, you must contact the West Newbury Board of Health to discuss Food and Beverage regulations before you submit your application. If required, your food permit must be submitted before final approval of the Special Event.
- ✓ If Police Details and/or Firefighters/EMTs will be required, contact the West Newbury Police Department and West Newbury Fire Department to secure services. Only Police Officers may direct traffic on town streets. Evidence that Police and/or Fire Personnel have been secured must be presented before the approval of the final Special Event Permit.
- ✓ Provide a Certificate of Insurance to the Finance Director's Office no later than ten (10) business days before the event. Final Special Event Permits will not be issued without submission of a Certificate of Insurance.



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.

Arnon A. Chaffee July 10, 2019
Individually/Authorized Signature for Group Date

Chief of Police's Signature: [Signature] Date: 7/20/19

Requests and comments:
Contact the Police 1 week in advance to schedule detail officers as needed.

Fire Chief's Signature: [Signature] Date: 7/25/19

Requests and comments:
no requests or comments.

Approval granted if signed here by Selectmen:

COI - on file

Appendix

Loco Sports November 10, 2019 road race – Special Event Permit

General – the event is a half marathon road race that starts and finishes in Newburyport, with approximately 5 miles of the route taking place on W. Newbury roads. We have previewed the route with the W. Newbury Police Department. Any EMS services deemed necessary within the town will be addressed with the W. Newbury Fire Department. No food will be served along the route and the event organizer will provide the specified certificate of insurance at least 10 days before the event.

Parking – none required except water stop crew, roadside along Indian Hill Rd as indicated on map.

Road Closures – none. Slight delays (under 5 minutes) may occur during heaviest runner traffic along the route timeline.

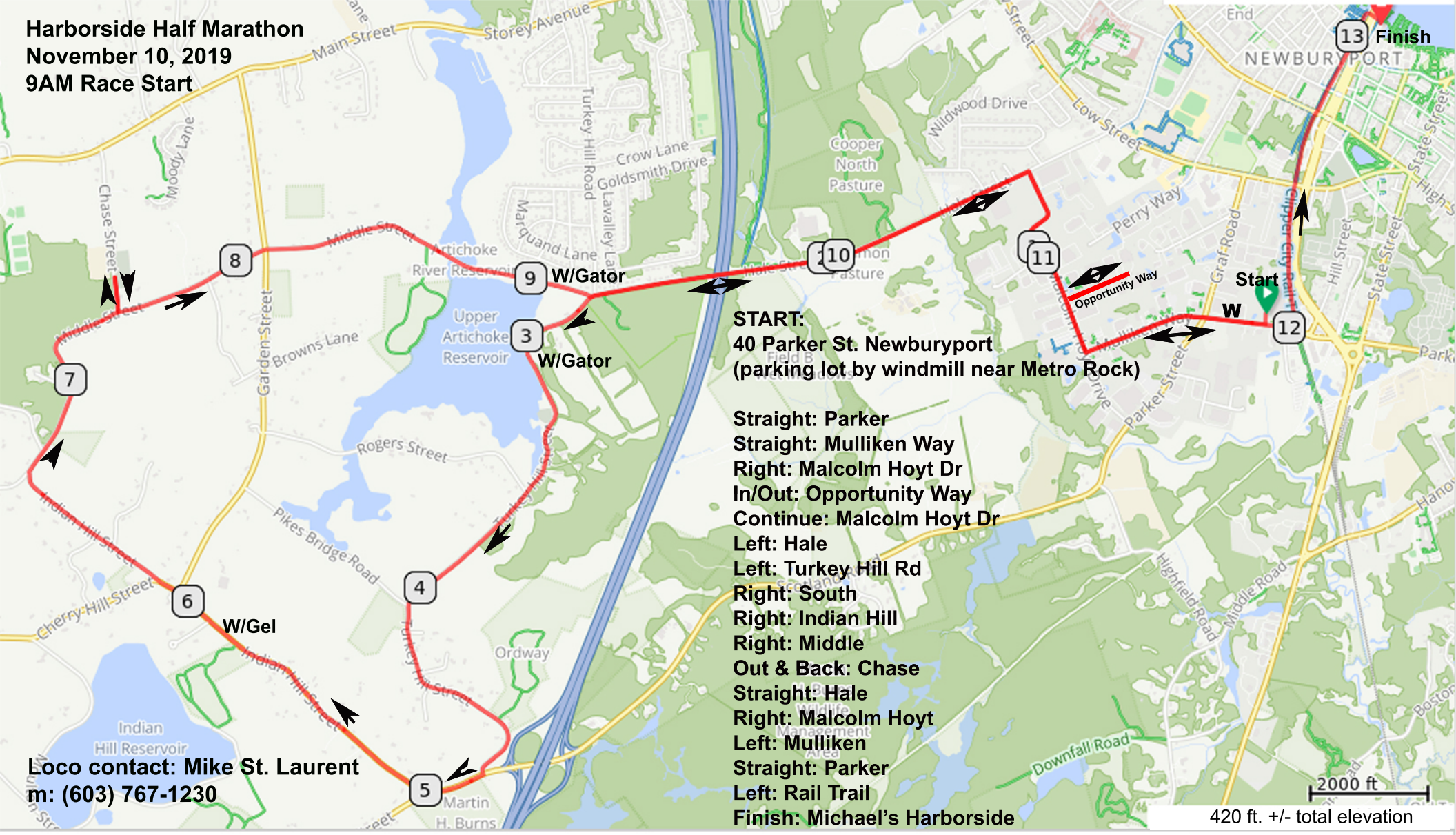
Trash receptacles – water stop crew will manage used cups and energy gel paks with hand-held bags offered to runners and will monitor and clean roadway post event. Small trash buckets will be placed at mile #7 & 8 marker signs. Race crew then race directors conduct post-race reconnaissance, looking for any stray event-related trash along the route.

Temporary toilet facilities – one or two units may be placed in the vicinity of the water stop. These units would be delivered on the Friday before and removed the Monday after the event.

Signage – public announcement signs (18" x 24") including impact timeframe are installed around the route earlier in the week before the event, removed immediately after the event. Directional arrows, mile marker A-frame signs and, as needed, runner instruction signs are installed the morning of the event, pre-race, and removed immediately after the event.

Harborside Half Marathon
November 10, 2019
9AM Race Start

Loco contact: Mike St. Laurent
m: (603) 767-1230



START:
40 Parker St. Newburyport
(parking lot by windmill near Metro Rock)

- Straight: Parker
- Straight: Mulliken Way
- Right: Malcolm Hoyt Dr
- In/Out: Opportunity Way
- Continue: Malcolm Hoyt Dr
- Left: Hale
- Left: Turkey Hill Rd
- Right: South
- Right: Indian Hill
- Right: Middle
- Out & Back: Chase
- Straight: Hale
- Right: Malcolm Hoyt
- Left: Mulliken
- Straight: Parker
- Left: Rail Trail
- Finish: Michael's Harborside

2000 ft
420 ft. +/- total elevation

MOTIONS FOR BOARD OF SELECTMEN

1. I move to establish the Carr Post Building Gift Account in accordance with the provisions of MGL c. 44 §53A; and
2. I move to accept gift funds for said Carr Post Building Gift Account and authorize the expenditure of such funds for the study, support, maintenance, repair and all other costs pertaining to the building and grounds commonly referred to as the Carr Post.

NOTICE TO TOWN ACCOUNTANT

To: Laurie Zywiak

Please be advised that on the 5th day of August, 2019 at a duly posted and convened meeting of the West Newbury Board of Selectmen, on motions duly made and seconded, it was voted, by a vote of three in favorite and none opposed, to:

1. Establish the Carr Post Building Gift Account in accordance with the provisions of MGL c. 44 §53A; and
2. Accept gift funds for said Carr Post Building Gift Account and authorize the expenditure of such funds for the study, support, maintenance, repair and all other costs pertaining to the building and grounds commonly referred to as the Carr Post.

Date

David Archibald, Chair
Board of Selectmen

Chapter 44: Section 53A. Grants and gifts; acceptance and expenditure

[Text of section as amended by 2016, 218, Sec. 85 effective November 7, 2016. For text effective until November 7, 2016, see above.]

Section 53A. An officer or department of any city or town, or of any regional school or other district, may accept grants or gifts of funds from the federal government and from a charitable foundation, a private corporation, or an individual, or from the commonwealth, a county or municipality or an agency thereof, and in the case of any grant or gift given for educational purposes may expend said funds for the purposes of such grant or gift with the approval of the school committee, and in the case of any other grant or gift may expend such funds for the purposes of such grant or gift in cities having a Plan D or Plan E form of government with the approval of the city manager and city council, in all other cities with the approval of the mayor and city council, in towns with the approval of the board of selectmen, and in districts with the approval of the prudential committee, if any, otherwise the commissioners. In the case of grants from the federal government or from the commonwealth, a county or municipality or agency or instrumentality thereof, upon receipt of an agreement from the grantor to provide advance payment or reimbursement to the city, town or district, the officer or department may spend the amount of the advance payment, or the amount to be reimbursed, for the purposes of the grant, subject to the approvals required by this section. Any advance payment or reimbursement shall be applied to finance the grant expenditures; provided, however, that any expenditures outstanding at the close of the fiscal year after the fiscal year in which the grantor approved the agreement shall be reported by the auditor or accountant of the city, town or district, or other officer having similar duties, or by the treasurer if there be no such officer, to the assessors, who shall include the amount so reported in the determination of the next annual tax rate, unless the city, town or district has otherwise made provision therefor. Notwithstanding the provisions of section fifty-three, any amounts so received by an officer or department of a city, town or district shall be deposited with the treasurer of such city, town or district and held as a separate account and may be expended as aforesaid by such officer or department receiving the grant or gift without further appropriation. If the express written terms or conditions of the grant agreement so stipulate, interest on the grant funds may remain with and become a part of the grant account and may be expended as part of the grant by such officer or department receiving the grant or gift without further appropriation. Any grant, subvention or subsidy for educational purposes received by an officer or department of a city, town or school district from the federal government may be expended by the school committee of such city, town or district without including the purpose of such expenditure in, or applying such amount to, the annual or any supplemental budget or appropriation request of such committee; provided, however, that this sentence shall not apply to amounts so received to which section twenty-six C of chapter seventy-one of the General Laws, and chapter six hundred and twenty-one of the acts of nineteen hundred and fifty-three, as amended, and chapter six hundred and sixty-four of the acts of nineteen hundred and fifty-eight, as amended, apply; and, provided further, that notwithstanding the foregoing provision, this sentence shall apply to amounts so received as grants under the Elementary and Secondary Education Act of 1965, (Public Law 89-10). After receipt of a written commitment from the federal government approving a grant for educational purposes and in anticipation of receipt of such funds from the federal government, the treasurer, upon the request of the school committee, shall pay from the General Fund of such municipality compensation for services rendered and goods supplied to such federal grant programs, such payments to be made no later than ten days after the rendition of such services or the supplying of such goods; provided, however, that the provisions of such federal grant would allow the treasurer to reimburse the General Fund for the amounts so advanced.



July 26, 2019

RECEIVED
JUL 31 2019
TOWN MANAGER
TOWN OF WEST NEWBURY

Town of West Newbury
Attention: Finance Department
381 Main Street
West Newbury, MA 01985

RE: Town of West Newbury – FBO Carr Post Gift Account

To Whom It May Concern:

Enclosed is a check for \$7,500 representing a gift to the Town of West Newbury FBO Carr Post Gift Account on behalf of the Hall Family Foundation.

For record keeping purposes, please sign below to acknowledge receipt of this check and return in the provided envelope.

Please feel free to contact me with any questions at 978-656-5629.

Sincerely,

Rachelle Packard, CFP®, CTFA
VP/Senior Financial Advisor

Acknowledged: _____ Date: _____

Town Manager

From: Howard Hall [REDACTED]
Sent: Thursday, August 1, 2019 1:50 PM
To: Town Manager
Cc: Laurie Zywiak; Susan Yeames
Subject: Re: Charitable Donation - Town of West Newbury

During the meeting is fine.

Thank you for asking.

Regards,

Howard "Chip" Hall

Sent from my iPhone

On Aug 1, 2019, at 12:24 PM, Town Manager <townmanager@wnewbury.org> wrote:

Hi Chip,

As we've discussed, Monday's 8/5 BoS agenda will include the following votes:

- E. Vote to establish Carr Post Building Gift Account pursuant to MGL c.44 s.53A
- F. Vote to accept funds gifted to support Carr Post Building, and to authorize use of funds

A that time, the Board will vote to accept and authorize use of the \$7,500 gift from the Hall Family Foundation. As written, we have not included the name of the donor on the agenda, though this is not yet posted. If you'd like, we could include the Hall Family Foundation name on the agenda, and/or the Foundation would be named and recognized at the meeting.

Please let me know how you'd prefer for us to proceed. And, thanks again for your generous contribution! We provided notice to proceed to the architect/engineering team for a portion of the work scope, and upon Monday night's formalities will expand authorization to include the full project scope.

Feel free to contact me with any questions -

Thanks,
Angus

From: Town Manager
Sent: Thursday, July 25, 2019 5:25 PM
To: Chip Hall [REDACTED]
Subject: FW: Charitable Donation - Town of West Newbury

FYI

From: Town Manager

Sent: Thursday, July 25, 2019 11:18 AM

To: Erin Faticanti [REDACTED]

Cc: Susan M. Rossini [REDACTED] Laurie Zywiak <lzywiak@wnewbury.org>; Susan Yeames <syeames@wnewbury.org>; Michael McCarron <mmccarron@wnewbury.org>

Subject: RE: Charitable Donation - Town of West Newbury

Hi Erin,

Thanks for your call. Your email is entirely correct. At its August 5th meeting, the Board of Selectmen will vote to establish a Gift Account to support the Carr Post pursuant to MGL ch.44 s.53A, and at that time will also vote to accept any gifts received for those purposes.

Please let me know if any further questions.

Thanks,
Angus

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

From: Erin Faticanti [REDACTED]

Sent: Thursday, July 25, 2019 10:26 AM

To: Town Manager <townmanager@wnewbury.org>

Cc: Susan M. Rossini [REDACTED]

Subject: Charitable Donation - Town of West Newbury

Good Morning Angus,

It was a pleasure speaking with you this morning. Per our phone conversation, I wanted to confirm with you that the charitable donation check from Mr. Hall should be made out to the Town of West Newbury with a memo stating For The Benefit of Carr Post Gift Account. Also that the check should be mailed to Town of West Newbury, Finance Department, 381 Mail Street, West Newbury, MA 01985.

Please confirm that this is correct and if you have any questions please do not hesitate to give us a call.

Thank you,
Erin



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: August 2, 2019
 RE: Update on CPC review of Carr Post funding proposal

This is an update to my prior July 20 memo. Based on updated information, I anticipate the following funding sources to support the approximately \$30,000 project cost leading up to an anticipated Fall Town Meeting CPC proposal:

SOURCE OF FUNDING	AMOUNT REQUESTED	STATUS (COMMITTED Y/N IF NOT – WHEN)
Private donations (received)	\$7,500	Hall Family Foundation
CPC Administrative Funds	\$7,500	Committed, contingent on funding overall work scope.
2018 Warrant Article (4/30/18 Article 12, attached)	\$5,500	Yes. Remaining balance after completion of other projects (incl. recent Page School floors project). Town Accountant agrees Carr Post is eligible use of funds.
Operating budget – existing budgeted funds in BoS Prof/Tech Svcs. and Bldgs & Grnds budget.	Up to \$8,785	Yes. Can be expended with Town Manager and (for B&G) DPW Director approval.
Private donations (anticipated)	At least \$4,000	Verbal commitment(s). Proposed gift(s) to be formally proposed for BoS acceptance upon receipt.
Sub-total (available/anticipated):	At least \$29,285	If add'l private funds received, will reduce funds from operating budget.
Vendor proposed budget:	\$29,285	

I have signed a contract with the vendors, and provided notice to proceed for up to \$7,500 based on the dollar amount that I could definitely commit within the existing operating budget. Upon confirmation, acceptance, and dedication to an appropriate gift account at the August 5th Board of Selectmen meeting, I will provide notice to proceed for the balance of proposed work (including the CPC funds). This approach has not resulted in a delay in vendor work.

My office will be hard at work next week submitting a proposal for Fall Town Meeting CPC funding, for consideration at the August 15 (7:30 PM) CPC meeting. The proposal is due on August 8th. The CPC may extend its consideration of the proposal to its September meeting if this can be accommodated within the schedule for opening and closing the Town Meeting warrant.

ARTICLE 10. To see if the Town will vote to raise and appropriate and/or transfer from available funds the sum of \$140,000 to add to the special fund established in accordance with the provisions of MGL Chapter 44, §53I for a celebration of West Newbury’s Bicentennial in 2019. By request of the Bicentennial Committee.

Selectmen Recommendation:
FinCom Recommendation:

Approve: 2-1-0
Disapprove: 2-3-1

***Rationale:** This is a continuation of funding which began in 2017. In 2019 West Newbury will celebrate its bicentennial. State law allows for the creation of a celebration fund up to five years prior to the event. This amount raised through this article will be in addition to an existing sum of \$20,000 approved during the 2015-2018 town meetings. The Town has formed a bicentennial committee to develop and manage the celebration. FinCom voted not to recommend this article for the following reasons: (1) Multiple members of FinCom had experience with large events and were concerned with the cost that the committee had allocated for food, roughly \$40,000.00. Those members felt using food trucks or similar vendor-based solutions would be a more prudent way to provide food and beverages at proposed events. (2) Members of FinCom also expressed concern over the total amount of funding requested by this Article during a year where West Newbury is compelled to address repair needs at the Page School, funding a new Town Manager position, and saving for a proposed High School project.*

***Funding source:** Free Cash.*

***Sunset Date:** End of FY 2020.*

ARTICLE 11. To see if the Town will vote to limit the total amount that may be expended from each revolving fund established pursuant to Section XL of the Bylaws of the Town of West Newbury, to wit:

Section 5.1 Summer Recreation Revolving Fund	\$42,000
Section 5.2 GAR Library Fines and Penalties Revolving Fund	\$10,000
Section 5.3 Police Vehicle Revolving Fund	\$20,000

By request of the Board of Selectmen.

Selectmen Recommendation:
FinCom Recommendation:

Approve: 3-0-0
Approve: 5-0-0

***Rationale:** FinCom supports this as a measure to comply with the new statute simplifying the appropriation for revolving funds. This Article authorizes those departments with revolving funds to use the fees and monies collected, pursuant to our Revolving Fund Bylaw and up to the limits specified in this Article.*

***Funding source:** (5.1) User Fees,
(5.2) Library Fines/Receipts,
(5.3) Police Vehicle Detail Receipts.*

***Sunset Date:** N/A.*

ARTICLE 12. To see if the Town will raise and appropriate and/or transfer from available funds the sum of \$100,000 to fund improvements and repairs to the Page School, Children’s Castle and Town Buildings. By request of the DPW Director.

Selectmen Recommendation:
FinCom Recommendation:

Approve: 2-0-1
Approve: 5-1-0

Rationale: *If approved this article sets aside funds, and is the primary funding source, for ongoing maintenance at The Page School and the Children's Castle facilities. The Page School building is approximately 80 years old and in constant need of repairs and preventative work, including: repair/replacement of crumbling exterior concrete moldings, repairs to hallway gypsum flooring, elevator repairs, and repairs to dated electrical panels.*

Funding source: *Free Cash.*

Sunset Date: *End of FY 2021.*

ARTICLE 13. To see if the Town will vote to allocate and/or reserve from the Community Preservation Fund annual revenues, the amounts recommended by the Community Preservation Committee for Community Preservation Projects, Committee Administrative Expenses, and other expenses in Fiscal Year 2019, with each item to be considered a separate appropriation or take any other action relative thereto. By request of the Community Preservation Committee.

Allocate Reserves:

From FY 2019, estimated revenues for Community Housing Reserve:	\$39,998.00
From FY 2019, estimated revenues for Historic Resources Reserve:	\$39,998.00
From FY 2019, estimated revenues for Open Space & Recreation Reserve:	\$39,998.00
From FY 2019, estimated revenues for Committee Administrative Expenses:	\$19,999.00
From FY 2019, estimated revenues for Budgeted Reserve:	\$259,987.00

Selectmen Recommendation:

Approve: 3-0-0

FinCom Recommendation:

Approve: 6-0-0

Rationale: *The Article presents to the Town an annual allocation of Community Preservation funds, as required under state law. In 2006 the Town adopted the Community Preservation Act (CPA) which enables the Town to assess a 3% surcharge on real estate bills. CPA funds provide for 1) open space/recreational use, 2) community housing, and 3) historical preservation. This Article contains the Community Preservation Committee's (CPC) recommended distribution, which earmarks the required minimum of 10% to each of the three categories plus a maximum of 5% to administration. CPC and Town Meeting must approve spending funds in any of the three CPA areas. Two-thirds of these funds were raised from the CPA surcharge and one-third is from matching state aid, based on a Department of Revenue formula for disbursements to participating cities and towns each year. Additionally, towns such as West Newbury, which have committed to the maximum of 3%, receive bonus rounds of funding, if available.*

Funding source: *Community Preservation Annual Fund Revenues.*

Sunset Date: *N/A.*

ARTICLE 14. To see if the Town will raise and appropriate and/or transfer from available funds the sum of \$31,000 to fund a utility pole transfer for the existing municipal fire alarm service. By request of the Board of Fire Engineers.

Selectmen Recommendation:

Approve: 3-0-0

FinCom Recommendation:

Approve: 5-0-0

Rationale: *Approval of this article authorizes the expenditure of funds to complete the transfer of fire department and town communication wires and equipment to new utility poles installed on Rte. 113 during 2017. A majority of town-owned buildings, commercial property, and schools are connected to the Fire Department communication equipment. The town is responsible for the transfer of its equipment. Utility companies cannot complete the removal of the old utility poles until the town transfer is complete.*

Funding source: *Stabilization Account.*

Sunset Date: *End of FY 2020.*

Town Manager

From: [REDACTED]
Sent: [REDACTED]
To: Town Manager
Cc: Curtis Perrin; Catherine Carr; Doug Manley; Gerald Sullivan; Laurie Zywiak
Subject: RE: project # 1921 West Newbury, Soldiers and Sailors Memorial Building - Agreement

Many thanks -- very appreciative of your efforts to pull this together!

Lynne Spencer
Principal

Spencer, Sullivan & Vogt
ARCHITECTURE ▪ PRESERVATION

1 Thompson Square | Suite 504 | Charlestown, MA 02129-3308 ssvarchitects.com | 617.861.4291 x22

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

From: Town Manager <townmanager@wnewbury.org>
Sent: Saturday, July 27, 2019 2:00 PM

Hi Lynne,

Indeed, this is notice to proceed for \$7500; the balance of funding is all "committed" and will be formally authorized at the Aug 5th BoS mtg. Let's get the complete agreement in place on the 6th; and let's connect by phone next week.

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

Sent from my mobile device

> On Jul 27, 2019, at 1:48 PM, Lynne Spencer <lspencer@ssvarchitects.com> wrote:

>

> Hi Angus,

>

> I appreciate that you are working on assembling the funding and have \$7500 in CPC funds committed to get this started. Attached is an agreement for services in the entire amount of our proposal. I regard the message below as a 'notice to proceed' in the amount of \$7500 to get the ball rolling. I have copied Cat Carr, our business manager, Curtis Perrin, who will be serving as the project manager, Doug Manley, and my partner, Gerry Sullivan.

>

> To get started, Curtis will prepare the regulatory analysis and developing conceptual design options for the program of meeting use as described in our proposal, see Task and Fee. He will also coordinate with Structures North and JRW Engineering to schedule their work. And will research and contact the civil engineers to make a recommendation on which seems best suited to this project.

>

> I am hoping that by the second week of August more of the funding can be in place. But I know that unless we schedule the consultants now, we won't be able to meet the overall schedule.

>

> Doug and I are out of the office much of next week on a lift survey in Fairhaven but will be available by cell and email.

>

> All the Best,

>

> Lynne

>

>

> Lynne Spencer

> Principal

>

>

> Spencer, Sullivan & Vogt

> architecture ▪ preservation

>

>

> 1 Thompson Square | Suite 504 | Charlestown, MA 02129-3308

> ssvarchitects.com | 617.861.4291 x22

>

> From: Town Manager <townmanager@wnewbury.org>

> Sent: Monday, July 22, 2019 3:35 PM

> To: Lynne Spencer <lspencer@ssvarchitects.com>

> Subject: Update

>

> Hi,

> Attached FYI. As noted, I'd like to get an agreement in place this week with an initial cap of \$7,500 with the intent to amend the agreement following the 8/5 BoS mtg at which point it is expected that the gifted funds will be available (and with them, the authorization to expend the CPC funds, the award of which was contingent on the full project budget being approved). Please let me know if you'd like to draw up a letter agreement, or if you'd like our office to take the lead on this. If the latter, if you have a template you can provide that would be helpful.

>

> Thanks,

> Angus

>

>

> Angus Jennings, Town Manager

> Town of West Newbury

> Town Office Building

> 381 Main Street

> West Newbury, MA 01985

AIA[®] Document B102[™] – 2017

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the **26th** day of **July** in the year **2019**
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

Spencer, Sullivan & Vogt Architects, Inc.
1 Thompson Square, Suite 504
Charlestown, MA 02129

for the following (hereinafter referred to as "the Project"):
*(Insert information related to types of services, location, facilities, or other descriptive
information as appropriate.)*

**Preparation of a preservation plan to rehabilitate the building for meeting space for
town use, including building envelope, structural and mechanical, electrical and
plumbing renovations to schematic and design development levels with associated
cost estimates.**

The study will be completed in time for the October 2019 Town meeting.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 ARCHITECT'S RESPONSIBILITIES
- 2 OWNER'S RESPONSIBILITIES
- 3 COPYRIGHTS AND LICENSES
- 4 CLAIMS AND DISPUTES
- 5 TERMINATION OR SUSPENSION
- 6 COMPENSATION
- 7 MISCELLANEOUS PROVISIONS
- 8 SPECIAL TERMS AND CONDITIONS
- 9 SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

Preparation of a preservation plan to rehabilitate the building for meeting space for town use, including building envelope, structural and mechanical, electrical and plumbing renovations to schematic and design development levels with associated cost estimates.

The study will be completed in time for the October 2019 Town meeting.

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

(List name, address, and other contact information.)

**Lynne Spencer, Principal, Preservation
1 Thompson Square, Suite 504
Charlestown, MA 02129
www.SSVarchitects.com
lspencer@ssvarchitects.com**

Init.

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

§ 1.5.1 Commercial General Liability with policy limits of not less than Two Million (\$2,000,000) for each occurrence and **Four Million (\$4,000,000)** in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than **Two Million (\$ 2,000,000)** per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than One Million (\$ 1,000,000) each accident, One Million (\$ **1,000,000**) each employee, and **Five Million (\$ 5,000,000)** policy limit.

§ 1.5.6 **Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of up to \$50,000 in total claims.**

§ 1.5.7 **Additional Insured Obligations.** If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

(List name, address, and other contact information.)

Angus Jennings, Town Manager
West Newbury Town Hall
381 Main Street
West Newbury, MA 01985

Init.

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

Init.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 4.3 of this Agreement

Litigation in a court of competent jurisdiction

Other *(Specify)*

Init.

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 4.3 Arbitration

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 Consolidation or Joinder

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Not applicable

.2 Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:

Not applicable

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

One year from the date of commencement of the Architect's services

One year from the date of Substantial Completion

Other

(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

Init.

Twenty nine thousand two hundred eighty five dollars and zero cents (\$29,285)

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;

(Paragraph Deleted)

- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling and delivery;

(Paragraph Deleted)

- .7 **Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;**
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 6.2.2 For services in addition to budgeted consultants and reimbursable expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0.00 %) of the expenses incurred.

§ 6.2.3 Architect's Insurance. If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Prime plus 1 %

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of

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compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204–2017 incorporated into this Agreement.)

Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement.)

- .4 Other documents:

(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

*** Proposal dated July 12, 2019**

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

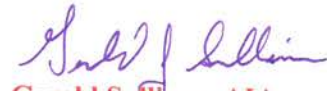
Angus Jennings, Town Manager
West Newbury Town Hall
381 Main Street
West Newbury, MA 01985

(Printed name and title)



ARCHITECT (Signature)

Lynne Spencer, Preservation
1 Thompson Square, Suite 504
Charlestown, MA 02129
www.SSVarchitects.com
lspencer@SSVarchitects.com



Gerald Sullivan, AIA
1 Thompson Square, Suite 504
Charlestown, MA 02129
gsullivan@SSVarchitects.com

(Printed name, title, and license number, if required)

Init.

**Soldiers Sailors Memorial, West Newbury, MA
Stabilization and Rehabilitation Proposal**

Project: Preparation of schematic design and design development level plans and specifications for the first phase of building stabilization and rehabilitation. Uses to be A-3 Assembly occupancy for the first floor with Business for the second floor – if that floor is to be code compliant.

Schedule	Task	Responsibility	Lynne Spencer, Principal, Preservation \$165/hr	Doug Manley, Architect \$135/hr	Curtis Perrin, Project Manager \$110/hr	Joseph Metrano, Architectural Designer \$100/hr	Structures North Consulting (SN), Structural Engineer Consultant Costs	JRW Engineering (Mechanical, Electrical, Plumbing) Consultant Costs	Civil Engineer (TBD) Consultant Costs	Cost Estimating Consultant (TBD) Consultant Costs	TOTAL
August Agreement											
	Acceptance of fee proposal and preparation of Agreement	Town of West Newbury									
July Project Initiation											
	Introductory meeting with Town of West Newbury, Building Committee.	SSV Town of West Newbury	no charge	no charge	no charge						
August Existing Conditions / Schematic Design											
	Regulatory analysis: MAAB, zoning, historic	SSV		x	x						
	Site inspection to determine groundwater, regrading, and site needs. Assessment of basement and foundation problems with treatment recommendations.	Civil Engineer TBD Structures North (SN)		x				2000			
	Determine structural requirements, including first floor stabilization and upgrade to 100PSF load capacity, reconstruction of the tower, access and egress design.	SSV SN		x			2000				
	Building survey to assess HVAC, electrical, and fire detection	SSV JRW Engineering		x				1500			
	Prepare 2 - 3 conceptual plans for the rehabilitation for active use of the first and second floors. Options to include handicapped access, emergency egress, restrooms, kitchenette, and infrastructure planning for (A) first and second floor usage, and (B) first floor usage only. Meet with Building Committee to review options and seek agreement for a single option moving forward to planning and design purposes. Assume 1 meeting with follow-up electronically.	SSV Town of West Newbury	x	x	x	x					
	Update regulatory analysis based on accepted conceptual design.	SSV			x						
	Consultative meetings with West Newbury Historical Commission and Community Preservation Committee.	SSV	x		x						
Sept Design Development											
	Develop plans and outline specifications for phase I structural and envelope rehabilitation. Assume accepted conceptual design plan as the basis of phase I design, but limited to structure and envelope of the existing building.	SSV SN Civil engineer	x	x		x	3000		3000		
	Prepare detailed cost estimate	SSV Cost estimator TBD	x	x						2500	
	Review with Town of West Newbury, 1 meeting	SSV Town of West Newbury	x	x							
	Brief summary report	SSV	x	x	x						
	Presentation to Town Meeting October 29	Consultant TBD	no charge		no charge						
	Subtotal Hours		13	44	20	40					
	SERVICES TOTAL		2,145	5,940	2,200	4,000	5,000	1,500	5,000	2,500	28,285
	Reimbursable Expenses: Travel, printing, etc.										1,000
	COMBINED TOTAL										29,285



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: July 31, 2019
RE: Proposed Adoption of Community Compact policy

The enclosed draft of a proposed Indirect Cost Allocation policy – both “clean” and with redlines from the original Community Compact draft – has been reviewed with the Water Superintendent, Board of Water Commissioners, and Finance personnel, and is in a form recommended for adoption. This policy as written would essentially codify the existing and longstanding methodology to allocate indirect costs.

INDIRECT COST ALLOCATION

PURPOSE

To apportion all the indirect costs associated with the Town's water enterprise fund in an equitable manner that reflects the operation's true shared costs, this policy provides guidelines for calculating, allocating, and reviewing those costs.

Under authority established in [M.G.L. c. 44 § 53F½](#), the water service is managed and accounted for separately from the general fund and has its own financial statements. Consolidating the program's direct and indirect costs, debt service, and capital expenditures into a segregated fund allows the Town to demonstrate to the public the true, total cost of providing the service.

APPLICABILITY

This policy applies to budgetary functions of the Finance Department/Town Accountant, the Water Department Superintendent and the Board of Water Commissioners. Further, it encompasses enterprise-related administrative functions of the Finance Department/Town Accountant, Treasurer/Collector, and Town Manager.

POLICY

As part of the annual budget process, the Town Accountant will calculate the Water Department's indirect costs to the general fund and will review the figures with the Water Department Superintendent. The calculations will take into account all the enterprise-related expenses of the Town departments that provide administrative services to the water operation, namely:

- Accounts payable, payroll, and general ledger services provided by the Town Accountant
- Turnover processing, banking, investment, tax title, and payroll services provided by the Treasurer/Collector Department
- Annual budget development and coordination services provided by the Town Manager

For these expenses and those listed below, the Town Accountant will calculate indirect costs using the most recent fiscal year's appropriations and based on the estimated support methodology, which is outlined as follows and takes into account:

- Benefits for active and retired employees, including insurances, Medicare tax, unemployment, workers' compensation
- Pensions
- Vehicle insurance
- Property insurance
- Independent audit services
- Actuarial services
- Legal services
- Information technology expenses
- Other costs that may be considered and agreed to and documented

The Town Accountant will maintain a written procedure detailing the costs and calculation methodologies used. Upon preparation of the calculated results for the subsequent fiscal year budget, the Finance Department will provide the calculated amount, with supporting methodology, to the Water Department Superintendent and the Board of Water Commissioners as early in the annual budgeting process as is feasible, based on when information becomes known regarding the indirect costs to be allocated. The Finance Department will make the Town Accountant, or other department representative, available to meet with the Water Superintendent and Water Commission if and as needed to review the calculated amount and methodology.

If the Water Commission wishes to contest the amount or methodology of the calculated amount, it may do so in writing to the Town Manager. The Town Manager shall have the authority, based on his/her review of the methodology and based on conferral with the parties, to authorize the calculated amount, or another amount if found to be a more accurate estimate, which will appear in the Water Department expense budget to be proposed to Town Meeting.

Upon approval of the Annual Town Budget, including a Water Department expense budget that incorporates the calculated amount, the Town Account will record transfers between the relevant funds by January 1 each year.

Methodology for Calculating Indirect Costs

The Finance Department will prepare a reasonable **estimate of support** (i.e., an estimate of the average time spent to support a particular service). For example, the Town Manager estimates he/she spends on average four hours weekly, or 10 percent of his/her time, on water-related activities (e.g., meetings, budgeting, clerical tasks). This percentage is applied against the department’s or official’s salary and benefits, including health and life insurance, Medicare, retirement and any workers’ compensation.

$$\frac{\text{Hours worked on enterprise activities per year by individual(s)}}{\text{Total hours worked per year by individual(s)}} \times \text{Salary and benefits of individual(s) working on enterprise activities} = \text{Indirect Departmental Salaries}$$

The sum total of all departments’ or officials’ expenses related to water operations will be included in the annual Water Department budget per the aforementioned process, then charged directly to the Water Department’s budget within the subsequent fiscal year.

REFERENCES

DLS Informational Guideline Release 08-101: [Enterprise Funds](#)
 Government Finance Officers Association Best Practices: [Indirect Cost Allocation](#) and [Full Cost Accounting for Government Services](#)

EFFECTIVE DATE

This policy was adopted on February __, 2019.

INDIRECT COST ALLOCATION

PURPOSE

To apportion all the indirect costs associated with the Town's water enterprise fund in an equitable manner that reflects the operation's true shared costs, this policy provides guidelines for calculating, allocating, and reviewing those costs.

Under authority established in [M.G.L. c. 44 § 53F½](#), the water service is managed and accounted for separately from the general fund and has its own financial statements. Consolidating the program's direct and indirect costs, debt service, and capital expenditures into a segregated fund allows the Town to demonstrate to the public the true, total cost of providing the service.

APPLICABILITY

This policy applies to budgetary functions of the [Finance Department/Town Accountant](#) ~~and, the Water Department Superintendent~~ [and the Board of Water Commissioners](#). Further, it encompasses enterprise-related administrative functions of the [Finance Department/Town Accountant](#), Treasurer/Collector, and Town Manager.

POLICY

As part of the annual budget process, the Town Accountant will calculate the Water Department's indirect costs to the general fund and will review the figures with the Water Department Superintendent. The calculations will take into account all the enterprise-related expenses of the Town departments that provide administrative services to the water operation, namely:

- Accounts payable, payroll, and general ledger services provided by the Town Accountant
- Turnover processing, banking, investment, tax title, and payroll services provided by the Treasurer/Collector Department
- Annual budget development and coordination services provided by the Town Manager

For these expenses and those listed below, the Town Accountant will calculate indirect costs using the most recent fiscal year's appropriations and based on ~~one or more of the following estimated support methodologies~~ [methodology](#), which ~~are is~~ outlined ~~on the next page: actual, transactional, estimated support, and proportional~~ [as follows and takes into account:-](#)

- Benefits for active and retired employees, including insurances, Medicare tax, unemployment, workers' compensation
- Pensions
- Vehicle insurance
- Property insurance
- Independent audit services
- Actuarial services
- Legal services
- Information technology expenses
- Other costs that may be considered and agreed to and documented

The Town Accountant will maintain a written procedure detailing the costs and calculation methodologies used. ~~Based on~~ Upon preparation of the calculated results for the subsequent fiscal year budget, the ~~Town Accountant, with the agreement of Finance Department will provide the calculated amount, with supporting methodology, to~~ the Water Department Superintendent and the Board of Water Commissioners as early in the annual budgeting process as is feasible, based on when information becomes known regarding the indirect costs to be allocated. The Finance Department will make the Town Accountant, or other department representative, available to meet with the Water Superintendent and Water Commission if and as needed to review the calculated amount and methodology.

If the Water Commission wishes to contest the amount or methodology of the calculated amount, it may do so in writing to the Town Manager. The Town Manager shall have the authority, based on his/her review of the methodology and based on conferral with the parties, to authorize the calculated amount, or another amount if found to be a more accurate estimate, which will appear in the Water Department expense budget to be proposed to Town Meeting.

Upon approval of the Annual Town Budget, including a Water Department expense budget that incorporates the calculated amount, the Town Account will record transfers between the relevant funds by [January 1] each year.

Options-Methodology for Calculating Indirect Costs

- ~~1. **Actual cost** uses specific schedules to provide documentation of certain indirect costs, such as debt service and life, health, and property insurances.~~
- ~~2. The **transaction-based** method is calculated based on the number of transactions attributed to a service as a percentage of the whole. For example, the number of Water Department bills processed by the Treasurer/Collector as a percentage of the total number of bills processed by the Treasurer/Collector. This percentage is applied against the Treasurer/Collector's total budget, including health and life insurance, Medicare, retirement and any workers' compensation attributable to the department.~~

$$\begin{array}{rcccl}
 \frac{\text{Number of Water Department transactions}}{\text{Total number of transactions processed by the department}} & \times & \begin{array}{l} \text{Total budget plus} \\ \text{benefits of the} \\ \text{department} \\ \text{processing enterprise} \\ \text{transactions} \end{array} & = & \begin{array}{l} \text{Indirect} \\ \text{Departmental} \\ \text{Salaries} \end{array}
 \end{array}$$

- ~~3. A-The Finance department-Department or official may be able to will provide-prepare a reasonable **estimate of support** (i.e., an estimate of the average time spent to support a particular service). For example, the Town Manager estimates he/she spends on average four hours weekly, or 10 percent of his/her time, on water-related activities (e.g., meetings, budgeting, clerical tasks). This percentage is applied against the department's or official's salary and benefits, including health and life insurance, Medicare, retirement and any workers' compensation.~~

$$\begin{array}{rcccl}
 \frac{\text{Hours worked on enterprise activities per year by individual(s)}}{} & \times & \text{Salary and benefits of individual(s) working} & = &
 \end{array}$$

Total hours worked per year by individual(s)

on enterprise activities

Indirect Departmental Salaries

~~Any~~The sum total of all department's' or official's' expenses related to water operations are will be included in the annual Water Department budget per the aforementioned process, then charged directly to the Water Department's budget within the subsequent fiscal year.

~~4. The **proportional** method is a straightforward calculation of the Water Department's budget (net of debt) as a percentage of the combined total of the gross general fund and Water Department budgets (also both net of debt). The resulting percentage is then applied against the total budget (including employees' benefits) of each town department that provides support to the Water Department.~~

REFERENCES

DLS Informational Guideline Release 08-101: [Enterprise Funds](#)

Government Finance Officers Association Best Practices: [Indirect Cost Allocation](#) and [Full Cost Accounting for Government Services](#)

EFFECTIVE DATE

This policy was adopted on ~~[date]~~February, 2019.

Town Manager

From: Town Manager
Sent: Wednesday, July 31, 2019 9:56 AM
To: dpwdirector@wnewbury.org
Cc: Michael McCarron
Subject: RE: Proposed Street Opening Permit Fee Increase
Attachments: Street Opening Permit Fees Review July 19.docx

Wayne,

The Trench Excavation Bylaw references MGL c.82A s.2, below, which in my reading confers upon your office as the permit-granting authority the authority to also establish fees:

MGL Chapter 82A, Section 2: Trench excavating permits; permits issued by board or officer; certificate of insurance; fees

Section 2. Each city, town or public agency shall designate 1 board or officer to issue permits for the excavation of trenches on privately owned land and for the excavation of a public way of a city or town. The permits, when issued, shall include a summary of sections 40 to 40D, inclusive, of chapter 82 and a summary of regulations promulgated by the department of public safety relative to chapter 146. No person shall, except in an emergency, contract for the making of or make a trench, in any public way, public property, or privately owned land until a permit is obtained from the appropriately designated person within the city, town, or public agency that is authorized to issue the permit. The person shall notify the local permitting authority of the exact location of the trench. A person making application for a trench excavation permit shall produce a certificate of insurance with general liability coverage of \$100,000 per person and \$300,000 per claim or provide evidence of self-insurance in equal amounts. The local permitting authority may charge a reasonable fee to cover the administrative costs of the trench excavation permitting process incurred by the municipality in connection with the review and processing of the permits; but, a gas company, as defined in section 1 of chapter 164, or any corporation that is subject to the provisions of chapter 165, 166 or 166A which has already paid a fee in order to attain a permit to excavate a public way of a city or town shall not be responsible for paying an additional fee for the same excavation.

The Opening of Streets Bylaw, in Sec. 6, provides the BoS the authority to set fees. Let me know if you'd like me to add the proposal to change fees to the Aug 5th agenda.

Thanks,
Angus

From: DPW Director <dpwdirector@wnewbury.org>
Sent: Wednesday, July 31, 2019 8:33 AM
To: Town Manager <townmanager@wnewbury.org>
Subject: Proposed Street Opening Permit Fee Increase

Angus,

Please see the attached memo I would like to submit to the BoS. Not sure if this will be just a vote or if we need a by-law for this change?

Wayne



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
CC: Angus Jennings, Town Manager
FROM: Wayne S. Amaral, DPW Director
DATE: July 31, 2019
RE: Fee Increase for Street Opening Permits

We have recently received a letter of confirmation from the Attorney General's Office approving the new by-law changes that assigns and authorizes the responsibility for issuing and approving Street Opening Permits and Trench Permits to the Director of the Department of Public Works (DPW) effective on July 18, 2019. I have been working closely with our permit vendor PermitLink and hope to have both these applications on-line so they can be submitted and processed in the most efficient way possible. This task should be completed within the next 30 days.

I will be working closely with the Water Department and the Conversation Agent to have a procedure for their review on all request prior to DPW final approval and issuance.

While reviewing the process of Street Opening Permitting and Trench Permitting, I decided it would be a good time to review our fee schedule. As you can see from the chart below, our Trench Permit fee is consistent with other communities in the area. However, our Street Opening fee and Driveway Opening fee is much below the average.

Municipality	Trench Fee	Street Opening Fee	Driveway Opening Fee	Combined Trench and Street Opening Permit
Amesbury	INA	\$150.00	\$150.00	
Andover	\$25.00	\$60.00	INA	\$85.00
Framingham	\$60.00	\$75.00	INA	\$135.00
Groveland	\$60.00	INA	INA	
Hamilton	\$50.00	\$50.00	INA	\$100.00
Newburyport				\$100.00
Salisbury	\$25.00	\$50.00	INA	\$75.00
Shrewsbury	\$25.00	\$150.00	INA	\$175.00
West Newbury	\$60.00	\$35.00	\$35.00	\$85.00
Winchester	INA	\$106.00	INA	

INA = Information Not Available on-line.

Before making a recommendation on permit fees, we need to gain a better understanding on what it compasses to operate a permit program. There are procedures that must be adhered to and total staff time per permit should be calculated.

The procedure to issue a permit including the time required for each task is as follows:

1. Review submitted on-line permit for accuracy. (10-15 minutes)
2. Review any internal plans showing infrastructure to confirm underground utility locations. (5-10 minutes)
3. *If needed, contact applicate if there are any questions, concerns or inaccuracies. (5-10 minutes)*
4. Conduct pre-site visit to determine existing conditions and understand the impact of the project. Finally determine what the finish product shall be after the completion of the project. (30-45 minutes)
5. *Again, if needed, contact applicant if there are any questions, concerns or inaccuracies after inspection of site. (5-10 minutes)*
6. Permit issuances administration. Prepare requirement and comments for permit and e-mail approved permit to applicant. (10-15 minutes)
7. *Conduct inspection during project if needed. (20-30 minutes)*
8. Conduct final inspection of project. (20-30 minutes)

From the above information, it may take the DPW Director 1¼ hours to almost 2 hours to issue, inspect and close-out a simple permit and almost 2½ hours to do the same for a more detailed permit. The current \$35.00 fee does not come close to cover the staff time and the \$10.00 permit fee charged by PermitLink for each permit. As a result, **I would recommend the fee be increased to \$90.00** in fiscal year 2020 and \$100.00 on July 1st of fiscal year 2022.

Having our fees in-line with actual town cost is better management and accounts for loss staff time that would have been focused on other important tasks.

Town Manager

From: DPW Director
Sent: Wednesday, July 31, 2019 4:11 PM
To: Glenn Clohecy; Mike Gootee; Michael McCarron; Conservation
Cc: Town Manager
Subject: Trench, Street Opening and Driveway Opening Application Form Review
Attachments: Trench, Street, Driveway opening permit application.doc

Gentlemen,

After two full days of typing and my carpal tunnel acting up, I have prepared a revised trench, street and driveway opening application. I reviewed applications from about 10 other communities and from these reviews created a custom two page application (PermitLink stated no more than two pages if possible) and four additional pages of general information relating to permitting. I added many unique (West Newbury specific) notes in the general description that will explain; the town's requirements and state law explanation's and requirements all in one document. I was trying to get everything into one document for ease to the users and town staff.

Would you mind reviewing the attached permit document and make any comments that will help your department or make the process easier for the public.

I really would like to get the form to PermitLink by the middle of next week.

Thanks for your help.

Wayne

Wayne S. Amaral
Director of Public Works
Town of West Newbury
381 Main Street
West Newbury, MA 01985
(978) 363-1100 x120
dpwdirector@wnewbury.org

TOWN OF WEST NEWBURY



PERMIT NUMBER(S): (FOR TOWN USE ONLY)	
STREET OPENING	_____
TRENCH	_____

381 Main Street
West Newbury, MA 01985
Tel. 978.363-1100 extension
E-mail: DPWDirector@WNewbury.org

DEPARTMENT OF PUBLIC WORKS

TRENCH, STREET OPENING AND DRIVEWAY OPENING APPLICATION FORMS

APPLICANT INFORMATION		
Name of Permit Holder:		
Street Address:		
City/ Town:	State:	Zip:
Phone Number:	Cell Phone Number:	24 Hour Emergency Phone Number:
TYPE OF OF PERMIT AND FEE (PLEASE CHECK ALL THAT APPLY)		
<input type="checkbox"/> Street Opening / Driveway Opening Permit \$90 <input type="checkbox"/> Trench Permit \$60 <input type="checkbox"/> Both \$160		
PURPOSE OF PERMIT (PLEASE CHECK ALL THAT APPLY)		
Excavation For:		
<input type="checkbox"/> Cable <input type="checkbox"/> Sewer <input type="checkbox"/> Electric <input type="checkbox"/> Water <input type="checkbox"/> Gas <input type="checkbox"/> Other (please describe) _____		
Is trench on public or private property:		
<input type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Both		
Application Date: (today's date)	Excavation Start Date: (the West Newbury Water Department needs 3 days' notice to mark out the water lines)	Excavation End Date:
Project Address:		
PERMIT APPLICATION – TRENCH INFORMATION		
TRENCH PERMITS PURSUANT TO G.L. C. 82A § 1 AND 520 CMR 14 ET SEQ. (AS AMENDED)		
APPLICANT INFORMATION		
Name of Excavator (if different from applicant):	Cell Phone Number:	
Street Address:		
City/ Town:	State:	Zip:
Massachusetts Hoisting License Number: - Attach a copy of your license	License Grade:	License Expiration Date:
Name of Competent Person (as defined by 520 CMR 14.02 – if	Cell Phone Number:	

different from Excavator):			
City/ Town:		State:	Zip:
INSURANCE INFORMATION – YOU MUST ATTACH A COPY OF YOUR CERTIFICATE OF LIABILITY INSURANCE			
Insurer Name:		Insurer Contact Information:	
Policy Expiration Date:		Insurance Certificate Number: (Attach Certificate)	
INFORMATION FOR PROPOSED TRENCH / STREET OPENING			
SPECIFIC LOCATION OF THE TRENCH AND OR STREET OPENING (PLEASE CHECK ALL THAT APPLY)			
STREET * <input type="checkbox"/>	SIDE OF ROAD <input type="checkbox"/>	SIDEWALK <input type="checkbox"/>	LAWN <input type="checkbox"/>
			DRIVEWAY <input type="checkbox"/>
			OTHER (DESCRIBE) <input type="checkbox"/>
*YOU MUST APPLY TO THE COMMONWEALTH OF MASSACHUSETTS FOR ANY WORK TO BE PERFORMED ON STATE HIGHWAYS			
Trench Purpose/Description		Dig safe Number	
Trench Size (include all trenches)	Trench 1	Trench 2 (If needed)	Trench 3 (If needed)
Depth			
Length			
Width			
Other Comments:			
Attach Sketch of Proposed Excavation: - The West Newbury Water Department will require a sketch to mark out the water lines. <i>Is there a sketch attached? Yes / No (please circle)</i>			
Signatures (Please read all of this application before signing. The following acknowledge by signature below that they have read, understand and assume full responsibility for all the conditions of this permit application)			
Applicant's Signature:		Date:	<input type="checkbox"/> Check if Applicant is Excavator
Excavator's Signature:		Date:	<input type="checkbox"/> Check if Applicant is Owner
Owner's Signature The owner must sign [For work on private property]:		Date:	

Do Not Write Below this line – Town use only

Permit approved signature by the Department of Public Work Director	Date:
---	-------

Reviewed and approved by:

Conservation Agent _____ Water Department _____ Other _____
Please initial and date

Permit Fee Collected:

Special Notes:

STREET OPENING ADDITIONAL INFORMATION

BY SIGNING THIS FORM, THE APPLICANT, OWNER, AND EXCAVATOR ALL ACKNOWLEDGE AND CERTIFY THAT:

1. "Persons engaging in any trenching operation shall familiarize themselves with the federal safety standards promulgated by the Occupational Safety and Health Administration on excavations: 29 CFR 1926.650 *et. seq.*, entitled Subpart P Excavations."
2. "By applying for, accepting and signing this permit, the applicant attests to the following: (i) that he has read and understood the regulations promulgated by the Department of Public Safety with regard to trench safety; (ii) that he has read and understood the federal safety standards promulgated by the Occupational Safety and Health Administration on excavations: 29 CFR 1926.650 *et. seq.*, entitled Subpart P "Excavations".
3. They will comply **with ANY APPLICABLE MUNICIPAL ORDINANCES, BY-LAWS AND REGULATIONS AND THEY COVENANT AND AGREE THAT ALL WORK DONE UNDER THE PERMIT ISSUED FOR SUCH WORK WILL COMPLY THEREWITH IN ALL RESPECTS AND WITH THE CONDITIONS SET FORTH BELOW.**

- This permit does not provide authorization for the removal of any public trees.
- This application and any plan submitted or issued will become part of the permit and shall be in the possession of the contractor at the site at all times.
- **Knowledge and prior approval of any Town of West Newbury Restrictions / by-laws relating to the Conservation Commission, Open Space Committee and Historic Commission is the sole responsibility of the applicant. This permit does not grant approval to any other West Newbury Department or Commission, or any state or federal agency unless noted in the Special Notes section of the approved permit.**

Town of West Newbury DPW Requirements

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
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. **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.
6. **Roadway Plates.**
 - a. Roadway plates may not be used unless prior approval from the DPW Director.
7. **If the DPW Director deems the roadway is in excellent to very good condition then the applicant is directed to infrared the trench between 60-90 days after the trench completion.**
8. Contact DPW 72-hours in advance of the commencement of work in the public right-of-way.
9. For all work in the public right-of-way, the contractor shall warrantee the work 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.
10. Performance Bond Requirement

A minimum of a \$5,000 performance bond must be submitted or a current bond must be on file with the Department of Public Works. The bond must be in effect for a period of at least one year from completion and final approval from the DPW Director of the project. For larger projects, the DPW Director may request a large bond value.

11. Certificate of Insurance Requirement.

The applicant must submit proof of Certificate of Liability Insurance naming the Town of West Newbury as an additional insured. The following coverage is required:

1. Comprehensive General Liability:

Bodily Injury	Minimum Coverage
Each Person	\$500,000
Each Accident	\$500,000
Property Damage	
Each Accident	\$100,000
Aggregate	\$300,000
2. Workers Compensation Insurance
As required by State Law

THE ABOVE SIGNED OWNER AUTHORIZES THE APPLICANT TO APPLY FOR THE PERMIT AND THE EXCAVATOR TO UNDERTAKE SUCH WORK ON THE PROPERTY OF THE OWNER, AND ALSO, FOR THE DURATION OF CONSTRUCTION, AUTHORIZES PERSONS DULY APPOINTED BY THE MUNICIPALITY TO ENTER UPON THE PROPERTY TO MONITOR AND INSPECT THE WORK FOR CONFORMITY WITH THE CONDITIONS ATTACHED HERETO AND THE LAWS AND REGULATIONS GOVERNING SUCH WORK.

THE ABOVE SIGNED APPLICANT, OWNER AND EXCAVATOR AGREE JOINTLY AND SEVERALLY TO REIMBURSE THE MUNICIPALITY FOR ANY AND ALL COSTS AND EXPENSES INCURRED BY THE MUNICIPALITY IN CONNECTION WITH THIS PERMIT AND THE WORK CONDUCTED THEREUNDER, INCLUDING BUT NOT LIMITED TO ENFORCING THE REQUIREMENTS OF STATE LAW AND CONDITIONS OF THIS PERMIT, INSPECTIONS MADE TO ASSURE COMPLIANCE THEREWITH, AND MEASURES TAKEN BY THE MUNICIPALITY TO PROTECT THE PUBLIC WHERE THE APPLICANT OWNER OR EXCAVATOR HAS FAILED TO COMPLY THEREWITH INCLUDING POLICE DETAILS AND OTHER REMEDIAL MEASURES DEEMED NECESSARY BY THE MUNICIPALITY.

THE ABOVE SIGNED APPLICANT, OWNER AND EXCAVATOR AGREE JOINTLY AND SEVERALLY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE MUNICIPALITY AND ALL OF ITS AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY, CAUSES OR ACTION, COSTS, AND EXPENSES RESULTING FROM OR ARISING OUT OF ANY INJURY, DEATH, LOSS, OR DAMAGE TO ANY PERSON OR PROPERTY DURING THE WORK CONDUCTED UNDER THIS PERMIT.

THE COMPETENT PERSON VERIFIES THAT HE/SHE MEETS THE REQUIREMENTS OF 520 CMR 14.02

THE ABOVE ACKNOWLEDGE BY SIGNATURE ABOVE THAT THEY HAVE READ, UNDERSTAND, AND ASSUME FULL RESPONSIBILITY FOR ALL OF THE CONDITIONS OF THIS PERMIT APPLICATION.

CONDITIONS AND REQUIREMENTS PURSUANT TO G.L.C.82A AND 520 CMR 14.00 et seq. (as amended)

(1) By signing the application, the applicant understands and agrees to comply with the following:

No trench may be excavated unless the requirements of sections 40 through 40D of chapter 82, and any accompanying regulations, have been met and this permit is invalid unless and until said requirements have been complied with by the excavator applying for the permit including, but not limited to, the establishment of a valid excavation number with the underground plant damage prevention system as said system is defined in section 76D of chapter 164 (DIG SAFE);

Trenches may pose a significant health and safety hazard. Pursuant to Section 1 of Chapter 82A of the General Laws, an excavator shall not leave any open trench unattended without first making every reasonable effort to eliminate any recognized safety hazard that may exist as a result of leaving said open trench unattended. Excavators should consult regulations promulgated by the Department of Public Safety in order to familiarize themselves with the recognized safety hazards associated with excavations and open trenches and the procedures required or recommended by said department in order to make every reasonable effort to eliminate said safety hazards which may include covering, barricading or otherwise protecting open trenches from accidental entry.

Persons engaging in any in any trenching operation shall familiarize themselves with the federal safety standards promulgated by the Occupational Safety and Health Administration on excavations: 29 CFR 1926.650 et.seq., entitled Subpart P "Excavations".

Excavators engaging in any trenching operation who utilize hoisting or other mechanical equipment subject to chapter 146 shall only employ individuals licensed to operate said equipment by the Department of Public Safety pursuant to said chapter and this permit must be presented to said licensed operator before any excavation is commenced;

By applying for, accepting and signing this permit, the applicant hereby attests to the following: (1) that they have read and understands the regulations promulgated by the Department of Public Safety with regard to construction related excavations and trench safety; (2) that he has read and understands the federal safety standards promulgated by the Occupational Safety and Health Administration on excavations: 29 CFR 1926.650 et.seq., entitled Subpart P "Excavations" as well as any other excavation requirements established by this municipality; and (3) that he is aware of

and has, with regard to the proposed trench excavation on private property or proposed excavation of a city or town public way that forms the basis of the permit application, complied with the requirements of sections 40-40D of chapter 82.

vi. This permit shall be posted in plain view on the site of the trench.

Summary of Excavation and Trench Safety Regulation (520 CMR 14.00 et seq.)

This summary was prepared by the Massachusetts Department of Public Safety pursuant to G.L.c.82A and does not include all requirements of the 520 CMR 14.00. To view the full regulation and G.L.c.82A, go to www.mass.gov/dps Pursuant to M.G.L. c. 82A, § 1, the Department of Public Safety, jointly with the Division of Occupational Safety, drafted regulations relative to trench safety. The regulation is codified in section 14.00 of title 520 of the Code of Massachusetts Regulations. The regulation requires all excavators to obtain a permit prior to the excavation of a trench made for a construction-related purpose on public or private land or rights-of-way. All municipalities must establish a local permitting authority for the purpose of issuing permits for trenches within their municipality. Trenches on land owned or controlled by a public (state) agency requires a permit to be issued by that public agency unless otherwise designated.

In addition to the permitting requirements mandated by statute, the trench safety regulations require that all excavators, whether public or private, take specific precautions to protect the general public and prevent unauthorized access to unattended trenches. Accordingly, unattended trenches must be covered, barricaded or backfilled. Covers must be road plates at least ¾" thick or equivalent; barricades must be fences at least 6' high with no openings greater than 4" between vertical supports; backfilling must be sufficient to eliminate the trench. Alternatively, excavators may choose to attend trenches at all times, for instance by hiring a police detail, security guard or other attendant who will be present during times when the trench will be unattended by the excavator.

The regulations further provide that local permitting authorities, the Department of Public Safety, or the Division of Occupational Safety may order an immediate shutdown of a trench in the event of a death or serious injury; the failure to obtain a permit; or the failure to implement or effectively use adequate protections for the general public. The trench shall remain shutdown until re-inspected and authorized to re-open provided, however, that excavator shall have the right to appeal an immediate shutdown. Permitting authorities are further authorized to suspend or revoke a permit following a hearing. Excavators may also be subject to administrative fines issued by the Department of Public Safety for identified violations.

For additional information please visit the Department of Public Safety's website at: www.mass.gov/dps

Summary of 1926 CFR Subpart P-OSHA Excavation Standard

This is a worker protection standard, and is designed to protect employees who are working inside a trench. This summary was prepared by the Massachusetts Division of Occupational Safety and not OSHA for informational purposes only and does not constitute an official interpretation by OSHA of their regulations, and may not include all aspects of the standard. For further information or a full copy of the standard go to www.osha.gov.

Trench Definition per the OSHA standard:

An excavation made below the surface of the ground, narrow in relation to its length.

In general, the depth is greater than the width, but the width of the trench is not greater than fifteen feet.

Trench Definition per the Massachusetts Department of Public Safety:

An excavation which is narrow in relation to its length, made below the surface ground in excess of *three feet* below grade and the depth of which is, general, greater than the width, but the width of the trench, as measured at the bottom, is no greater than 15 feet.

Protective Systems to prevent soil wall collapse are always required in trenches deeper than 5', and are also required in trenches less than 5' deep when the competent person determines that a hazard exists. Protection options include:

Shoring. Shoring must be used in accordance with the OSHA Excavation standard appendices, the equipment manufacturer's tabulated data, or designed by a registered professional engineer.

Shielding (Trench Boxes). Trench boxes must be used in accordance with the equipment manufacturer's tabulated data, or a registered professional engineer.

Sloping or Benching. In Type C soils (what is most typically encountered) the excavation must extend horizontally 1 ½ feet for every foot of trench depth on both sides, 1 foot for Type B soils, and ¾ foot for Type A soils.

A registered professional engineer must design protective systems for all excavations greater than 20' in depth.

Ladders must be used in trenches deeper than 4'.

Ladders must be inside the trench with workers at all times, and located within 25' of unobstructed lateral travel for every worker in the trench.

Ladders must extend 3' above the top of the trench so workers can safely get onto and off of the ladder.

Inspections of every trench worksite are required:

Prior to the start of each shift, and again when there is a change in conditions such as a rainstorm.

Inspections must be conducted by the competent person (see below).

Competent Person(s) is:

Capable (i.e., trained and knowledgeable) in identifying existing and predictable hazards in the trench, and other working conditions which may pose a hazard to workers, and
Authorized by management to take necessary corrective action to eliminate the hazards. Employees must be removed from hazardous areas until the hazard has been corrected.

Underground Utilities must be:

Identified prior to opening the excavation (e.g., contact Digsafe and the Water Department).
Located by safe and acceptable means while excavating.
Protected, supported, or removed once exposed.

Spoils must be kept back a minimum of 2' from the edge of the trench.

Surface Encumbrances creating a hazard must be removed or supported to safeguard employees. Keep heavy equipment and heavy material as far back from the edge of the trench as possible.

Stability of Adjacent Structures:

Where the stability of adjacent structures is endangered by creation of the trench, they must be underpinned, braced, or otherwise supported. Sidewalks, pavements, etc. shall not be undermined unless a support system or other method of protection is provided.

Protection from water accumulation hazards:

It is not allowable for employees to work in trenches with accumulated water. If water control such as pumping is used to prevent water accumulation, this must be monitored by the competent person.
If the trench interrupts natural drainage of surface water, ditches, dikes or other means must be used to prevent this water from entering the excavation.

Additional Requirements:

For mobile equipment operated near the edge of the trench, a warning system such as barricades or stop logs must be used.
Employees are not permitted to work underneath loads. Operators may not remain in vehicles being loaded unless vehicles are equipped with adequate protection as per 1926.601(b)(6).
Employees must wear high-visibility clothing in traffic work zones.
Air monitoring must be conducted in trenches deeper than 4' if the potential for a hazardous atmosphere exists. If a hazardous atmosphere is found to exist (e.g., O₂ <19.5% or >23.5%, 20% LEL, specific chemical hazard), adequate protections shall be taken such as ventilation of the space.
Walkways are required where employees must cross over the trench. Walkways with guardrails must be provided for crossing over trenches > 6' deep.
Employees must be protected from loose rock or soil through protections such as scaling or protective barricades.

Town Manager

From: [REDACTED]
Sent: Wednesday, June 19, 2019 10:42 AM
To: Town Manager; DPW Director
Subject: Origination of Tree Committee Proposal

Angus:

The proposal for the WN Tree Committee arose from the Open Space Committee as follows (according to Wendy Reed):

The tree committee is an action item in the OSRP under Goal #1 - Preserve rural character, charm and sense of community; Objective D - Preserve and protect scenic resources. The action item has a 2019 priority and reads: Create a Tree Committee to advocate for care of existing street trees and formulate plans for planting and replanting. The town lacks such a committee to assess the health of the valuable tree stock lining West Newbury's state-declared Scenic Byways. To this time, the DPW has removed diseased trees, but there is no mechanism for evaluating the condition of trees or replacing those removed.

The Open Space Committee asked me in January to shepherd this effort and to consider being its chairperson. I drafted the proposal in January, and it has been reviewed and commented on by two members of the OSC. However, they have not commented on the latest version that is contained in the Charge for the Selectmen.

As you can see, the current Charge language departs a bit from the original language from the OSC given that: (1) we have a new tree warden who has helped to sharpen the focus and objectives of the Tree Committee proposal in light of his proactive work on trees along roadways, and also (2) helping private landholders with their tree issues was not clearly addressed in the OSC original language.

I hope this helps to supply the information you wished to have for the Selectmen's meeting on Monday.

My best,
Fred

West Newbury Tree Committee

Mission Statement:

The West Newbury Tree Committee shall:

- Assist in the identification, protection, and preservation of significant and remarkable trees in West Newbury;
- Provide education to the Town and residents of West Newbury on measures that will help to protect and preserve significant and remarkable trees in West Newbury;
- Provide information and assistance generally regarding the values, protection, and preservation of the trees and forests in West Newbury.

Charge for the Tree Committee:

The West Newbury Tree Committee is established as set forth below:

Long Range Goals

- To maintain a data base inventory of significant and remarkable trees in West Newbury.
- To assist and educate residents of West Newbury on ways to protect the forest of West Newbury in a manner that promotes the goals of a Green Community and that helps to ameliorate the impact of necessary tree removal from the lands of West Newbury.
- To enhance the scenic value of West Newbury and advocate for the maintenance of a healthy and diverse West Newbury forest.
- To help to preserve for future generations the aesthetic, cultural, and historic values associated with significant and remarkable trees in West Newbury and with a healthy and diverse West Newbury forest.

Initial Objectives

- Create for publication a West Newbury website page that contains pertinent information on the mission, goals, and activities of, and information gathered by, the West Newbury Tree Committee.
- Coordinate with the Department of Public Works and the Town Tree Warden with respect to protecting the health and diversity of trees in West Newbury.
- Offer and make available a member or members of the Tree Committee when requested by the Tree Warden for technical advice and assistance.
- Provide information, assistance, and advice on the protection and preservation of West Newbury trees to homeowners in West Newbury, including educational materials and events.
- Provide information, assistance, and advice on West Newbury trees to various town organizations upon their request, including but not limited to the Board of Selectmen, Town Manager, Planning Board, Board of Zoning Appeals, Conservation Commission, and Open Space Committee.

- Create a data base inventory of significant and remarkable trees in West Newbury.
 - Determine preliminary criteria on what would constitute “significant” and “remarkable” trees in West Newbury.
 - Contact State Departments and/or State Foresters to determine what, if any, records exist for West Newbury (e.g., state champion trees by species; designated heritage trees).
 - Create an informational survey to be made available to all residents of West Newbury asking for nominations of trees that would meet the Committee’s criteria for significant and remarkable trees.
 - Contact other resources (i.e., universities and colleges) in the surrounding area to determine who or what might help the Committee with its initial data base effort.
 - Create a data base of significant and remarkable trees in West Newbury.
 - Locate or create other information and educational resources pertinent to the Committee’s data base inventory effort.
 - Refine the criteria for “significant” and “remarkable” trees as necessary and practical.
- Locate and pursue sources of outside funding to help carry out the mission, objectives, and goals of the Committee.
- Recommend, if and as appropriate, by-laws, policies, and/or amendments to same, as needed to accomplish the mission, objectives, and goals of the Tree Committee.

Funding and Reporting

- The Tree Committee shall be entitled annually to submit a request for budgeted funds to the Town Manager. The Committee shall endeavor to obtain outside funding and grants for activities necessary to carry out its mission.
- The Tree Committee shall report to the Board of Selectmen at least annually on its activities.
- The Tree Committee shall be considered a public body as defined under the Massachusetts open meeting laws.

Composition and Meetings

- Up to 5 members shall be appointed by the Board of Selectmen.
- The Town Tree Warden shall serve as an ex officio, non-voting member of the Tree Committee without term limitation. The Town Tree Warden shall receive notice of all meetings and shall also receive any supporting documents related to matters on each meeting agenda. Attendance of the Town Tree Warden at meetings of the Tree Committee shall be at the sole discretion of the Town Tree Warden.
- Committee member terms shall not exceed 3 years, but terms may be renewed.
- Members to be appointed shall, to the extent practicable, have some degree of expertise or demonstrated interest, which can include scientific, civic, or other relevant experience.

- The Tree Committee shall establish a meeting schedule necessary to carry out this charge. Upon formation, the Committee shall choose at least a chairperson, vice-chairperson, and secretary.

Date of Establishment:

Duration: The Tree Committee shall be a standing committee of the Town of West Newbury unless and until further action is taken by the Board of Selectmen.

	Present (incl. early FY20)	Future (FY20+)
Vital	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 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" Updates to Property/Casualty insurance schedules Finalize FY20 tax rate before 10/19 STM warrant closes
Important	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 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		<ul style="list-style-type: none"> Review/update 2001 Committee Handbook

WORKING DRAFT of 7/31/19

Vital
Important
Optional

Present (incl. early FY20)

Future (FY20+)

<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 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
<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> Work w Police, Fire to hold Active Shooter training Create template for employee job descriptions; work with staff, B/C/Cs, PAC on updates to job descriptions 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 Integrate/update regional wage comparison matrix
<ul style="list-style-type: none"> Refresh of Town website homepage 	<ul style="list-style-type: none"> Establish format/staff division of labor for FY20 Town Manager newsletters Improve structure, utilization of shared servers

Vital
Important
Optional

Present (incl. early FY20)

Future (FY20+)

<ul style="list-style-type: none"> Prepare, finalize MS4 stormwater management plan Prepare, finalize MS4 IDDE Program Prepare, finalize construction site runoff controls checklist and procedures for inspections 	<ul style="list-style-type: none"> 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
<ul style="list-style-type: none"> Review and update PB fee schedule 	<ul style="list-style-type: none"> Finalize easement for property abutting Carr Post (if needed) Update permitting process and fee schedule for Street Openings and Trench Permits; add to PermitLink 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
	<p style="text-align: right; color: red;">WORKING DRAFT of 7/31/19</p>

	Present (incl. early 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 Church Street and Bridge Street Potential land acquisition for new water source Prepare Carr Post plan/proposal to CPC; and work w architect, structural engineer for fall Town Mtg proposal
Optional		

Present (incl. early FY20)

Future (FY20+)

<ul style="list-style-type: none"> Memorial Day Parade Work w Bicentennial Committee, public safety, DPW 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 Continue work on potential amendments to Mill Pond Management Plan, incl. establishing water quality / pond management protocols, schedule
	<ul style="list-style-type: none"> Engage with Cemetery Trustees to establish sustainable long-term plan for cemeteries' O&M 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 7/31/19</p>



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: Finance Committee
 FROM: Angus Jennings, Town Manager
 DATE: July 26, 2019
 RE: FY21 budget process and timeline

Taking into account lessons learned in the FY20 budget cycle, I recommend changes to the FY21 budget process and calendar in order to more fully comply with the statute. The Town Manager legislation at Sec. 4(j) prescribes that the Town Manager budget proposed to the Finance Committee reflect the Board of Selectmen's changes:

Sec. 4(i) The board of selectmen shall be responsible for establishing and maintaining a written process for the preparation of the budget in the town. The board of selectmen shall annually issue not less than 1 written budget message, including fiscal guidelines and the timeline of budget makers, at the beginning of each budget cycle or at a time established by the town by-laws.

Sec. 4(j) The board of selectmen shall review the annual proposed budget prepared by the town manager and make changes as the board of selectmen deems advisable. The town manager shall present the budget **which incorporates the changes of the board of selectmen** to the finance committee and the town meeting.

In order to meet this requirement, a complete draft budget would need to be prepared and presented to the Board of Selectmen significantly prior to its submittal to the FinCom. If the Board's review process is to incorporate input from Department Heads and B/C/C Chairs, this would essentially duplicate the traditional FinCom process, and would substantially extend the overall timeline for budget review preparation.

During the FY20 budget process, the FinCom expressed that it would like to receive a proposed FY21 budget about a month earlier than the FY20 budget, which was submitted in February. In order to submit a proposed budget to the FinCom in January 2020, and to ensure that the proposed budget has already been reviewed and revised by the Board of Selectmen at that time, I would likely need to require initial department and B/C/C budget submittals to my office in September or early October.

To be clear, this is not how I would recommend structuring a budget process or calendar; however, it may be what is needed based on a literal reading of the statute. There may be an opportunity to modify this based on policy the Board of Selectmen could adopt that could set out a process/timeline not inconsistent with the statute. This will require Town Counsel review. It will be important to get all parties in agreement sooner than later to allow for adequate notice to departments and B/C/Cs.

cc: Board of Selectmen; Mike McCarron, Town Counsel

Excerpt from Budget Guidance packet dated 12/14/18, included for reference.

FY20 Budget Schedule

December 3	Board of Selectmen adopt FY20 Budget Message / Policy Direction
December 14	Town Manager sends Budget Package to Dept. Heads, Town Officers, Boards, Commissions and Committees (B/C/C)
January 11 ¹	Expense Budgets for all Dept. Heads or Town Officers due to Town Manager and Town Accountant
January 18	Town Manager proposed FY20 Capital Improvements Program due to Capital Improvements Committee and Board of Selectmen
January 18 ²	Expense and revenue Budgets for all Boards/Commissions/ Committees due to Town Manager and Town Accountant
Jan-Feb (Dates TBD)	Review by Town Manager including budget working sessions (Depts. and B/C/Cs will be contacted individually to schedule your Dept. or B/C/C).
February 13, 4 pm	Town Mtg. Warrant closes. <u>Article requests due to Board of Selectmen.</u>
February 15	Town Manager proposed FY20 budget, with Town Manager budget message and proposed FY20 departmental and organizational structure, due to Finance Committee and Board of Selectmen
Feb-March (Dates TBD)	Finance Committee meetings to review Town Manager proposed budget. Departments and B/C/Cs will be notified regarding timing of meetings related to your section(s) of the budget.
March 1 (as late as 15 th)	Pentucket Regional School District Assessment to be Voted
March 18	Capital Improvements Committee report due to Board of Selectmen
March 18	Board of Selectmen Endorsement of Proposed FY20 Budget
March 25	Joint meeting of Selectmen, Town Manager, Finance Committee, Town Counsel/Town Clerk, and Moderator
April 12	Posting of Warrants
April 12	Vote Draft Motions
April 29	Annual Town Meeting
Late Spring	Approve Employee Wage Schedule (based on approved budget numbers)

¹ Note: To account for the time it has taken my office to finalize this budget guidance document, this date has been extended beyond the January 4, 2019 date that was previously provided.

² This date is one week later than the due date for budgets prepared by Department Heads, to allow extra time for the Boards / Commissions / Committees to prepare and review proposed budgets. (Even if they have a Department Head, Departmental budgets typically endorsed by a B/C/C prior to submittal fall into this category, i.e. Water Commission, Library Trustees, Board of Health, Planning Board, Conservation Commission). If this timeline is not achievable for any specific B/C/C, please contact the Town Manager no later than January 11 to request an extension not to exceed one week.

FY20 Holiday Recognition Schedule, Town of West Newbury DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT

	Holiday	Labor Day	Columbus Day	Veterans Day	Thanksgiving Day	Friday after Thanksgiving	Christmas Day	New Years Day	Martin Luther King's Birthday	Presidents' Day	Patriots' Day	Memorial Day	Independence Day
Department*	Day & Date	Monday 9/2/19	Monday 10/14/19	Monday 11/11/19	Thursday 11/28/19	Friday 11/29/19	Wednesday 12/25/19	Wednesday 1/1/20	Monday 1/20/20	Monday 2/17/20	Monday 4/20/20	Monday 5/25/20	Saturday 7/4/20
	Normal Day(s) Closed												
Town Offices	Sat, Sun	Monday 9/2/19	Monday 10/14/19	Monday 11/11/19	Thursday 11/28/19	n/a	Wednesday 12/25/19	Wednesday 1/1/20	Monday 1/20/20	Monday 2/17/20	Monday 4/20/20	Monday 5/25/20	Friday 7/3/20
Public Works	Sat, Sun	Monday 9/2/19	Monday 10/14/19	Monday 11/11/19	Thursday 11/28/19	n/a	Wednesday 12/25/19	Wednesday 1/1/20	Monday 1/20/20	Monday 2/17/20	Monday 4/20/20	Monday 5/25/20	Friday 7/3/20
Library	Sunday (Sat & Sun in summer)	Monday 9/2/19	Monday 10/14/19	Monday 11/11/19	Thursday 11/28/19	n/a	Wednesday 12/25/19	Wednesday 1/1/20	Monday 1/20/20	Monday 2/17/20	Monday 4/20/20	Monday 5/25/20	Friday 7/3/20

* Holidays for Police, Fire and Public Safety Personnel governed by Union Contracts.

Town Manager

From: DPW Director
Sent: Wednesday, July 31, 2019 3:36 PM
To: Town Manager
Subject: 2019 Roadway Paving Season

Angus,

As I stated previously, I still need to prepare the contract and bid per MassDOT requirements. I was hoping to prioritize the guard rail project over the paving this year.

We have a handful of streets that need paving and if I combine three years of chapter 90 money in the spring of 2020, I should be able to get a really good price on the contract. (\$600,000 contract value) Many of the streets I am planning to pave need me to prepare some minor engineering plans for drainage improvements that would be completed by town highway staff, without Butch around, I put this on hold and focused on storm water and put the remaining highway staff on our full time mowing operations and without Butch – we are just above water.

As you are aware of I did conduct a full roadway condition study of all town roadway's this past spring and have prioritized the following streets. Many of these street need drainage and driveway approach prework and even though they seem like small streets in length, they will need some major work done in advance of construction by town staff.

Priority 1

Crane Neck St – Main St to Georgetown Rd

Hickory Lane – driveway and drainage improvements needed.

Montclair Hill – drainage improvements needed.

Marshall Dr – need sidewalk work and catch basin repairs.

Priority 2

Chestnut Ln – no work pending, just pave when we are ready with other streets.

Merrill St – major driveway approach work needed.

Again, I was hoping to focus more on the guard rail project. We may be able to fund one or two small guard rail projects with highway funds – but I believe the overall project will be between \$100,000 to \$200,000 and we may be able to use Chapter 90 funds for such a large town wide project. I may also need to request a spring 2020 article to fund this project also. I will also be doing year 1.5 stormwater task this summer and fall.

Wayne

Wayne S. Amaral
Director of Public Works
Town of West Newbury
381 Main Street
West Newbury, MA 01985
(978) 363-1100 x120



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF HOUSING AND ECONOMIC DEVELOPMENT

**MASSWORKS INFRASTRUCTURE PROGRAM
2019 GRANT APPLICATION TEMPLATE**

This application template is provided for reference purposes only. All proposals must be submitted electronically through the program’s online application portal. Please refer to the MassWorks 2019 Program Guidelines and RFR for instructions and assistance.

SECTION I. PROJECT SUMMARY

1.1: Applicant Municipality or Public Entity: West Newbury

1.2: Applicant CEO Name/Title: Angus Jennings/ Town Manager

1.3: Applicant Legal Address: 381 Main St.

1.4: City: West Newbury 1.5: State: MA 1.6: Zip Code: 01985

1.7: Telephone: (978) 363-1100 x111 1.8: Email: townmanager@wnewbury.org

1.9: Project Contact Name/Title (if different): _____

1.10: Contact Tel.: _____ 1.11: Contact Email: _____

1.12: Select the one item below that best describes the type of development that is being supported by the public infrastructure project proposed in this application:

- Mixed-use development (Residential with commercial, retail, and/or other development)
- Housing development (Housing only)
- Economic development with job creation and/or retention (No housing)
- Road improvements to enhance transportation safety in small towns with population of 7,000 or less. (STRAP grant)

1.13: Amount Requested: \$ 1,000,000 1.14: Total Budget: \$ 2,118,000.00

1.15: Name of Proposed Project: Bridge No. N-11-007=W-20-001 Plummer Spring Rd. over Artichoke Reservoir

1.16: Project Abstract: Please provide a brief description (No more than 150 words) of the proposed public infrastructure project and associated private development. See Word Doc. Section 1.16

SECTION II. INFRASTRUCTURE PROJECT DESCRIPTION

2.1: Project Address / Parcel ID(s): Plummer Spring Rd. Over Artichoke Reservoir

2.2: Description of project site/location: See Section 2.2 of Word Doc.

2.3: Is the entire project site publicly owned?

- Yes No

2.4: If Yes, describe the type of public ownership (select all that apply).

- Public Land
 Leasehold
 Right of Way
 Easement
 Other: Please explain: _____

2.5: If No, explain how the site will be publicly acquired/owned by the project start date. Include details about the nature, timing, and mechanism for the public acquisition.

2.6: What is the primary emphasis of the public infrastructure work?

- Roadway / Streetscape Improvements
 Bridge / Culvert Repair or Replacement
 Water / Sewer Infrastructure
 Other Utility Project (Gas, Electric, etc.)
 Other: Please explain: _____

2.7: Project Description – Please provide a detailed description of the public infrastructure project for which you are requesting grant assistance. Include details about construction work, planned uses for the grant, etc. Include a brief description of how the infrastructure project will advance the host community’s housing, economic development and/or community revitalization objectives, or if the request is for a STRAP grant, how the project will enhance transportation public safety _____
See Section 2.7 of Word Doc

2.8: What percentage of the project design is completed? (Ex. 0%, 25%) 25%

2.9: Attach a site plan, construction or conceptual plans, and photographs that clearly delineate the project site and the proposed public infrastructure work. ([Attach plans drawings and inspection report](#))

MASSWORKS INFRASTRUCTURE PROGRAM
2019 GRANT APPLICATION TEMPLATE

2.10: Provide the planned schedule/timeline for the public infrastructure project for which the community is seeking MassWorks funding.

Milestone	Start Date	End Date
Design/Engineering	9/2018	9/2020
Permitting	12/2019	9/2020
Bidding/Contracting	10/2020	11/2020
Construction Start	3/2021	5/2021
25% Construction	5/2021	6/2021
50% Construction	6/2021	8/2021
75% Construction	8/2021	10/2021
Construction Complete	10/2021	11/2021
Punch List	12/2021	12/2021

2.11: Has the public infrastructure project secured all required permits and approvals to commence in the upcoming construction season?

Yes No

2.12: Indicate which state permits or licenses are required for this project, whether these permits have been secured, and the actual or anticipated dates of filing and issuance.

Required <u>State</u> Permits/Licenses	Secured?	Filing Date (Actual or Anticipated)	Issue/Decision Date (Actual or Anticipated)
<input type="checkbox"/> Article 97 Land Disposition	<input type="checkbox"/>		
<input type="checkbox"/> MEPA	<input type="checkbox"/>		
<input type="checkbox"/> Chapter 91 License	<input type="checkbox"/>		
<input checked="" type="checkbox"/> 401 Water Quality Certification	<input type="checkbox"/>	3/2020	9/2020
<input type="checkbox"/> Superseding Order of Conditions	<input type="checkbox"/>		
<input type="checkbox"/> Water Management Act Permit	<input type="checkbox"/>		
<input type="checkbox"/> MassDOT Access Permit	<input type="checkbox"/>		
<input type="checkbox"/> Mass Historic Commission Review	<input type="checkbox"/>		
<input type="checkbox"/> Other:	<input type="checkbox"/>		

2.13: Indicate which municipal or other permits and approvals are required for this project, whether these permits have been secured, and the actual or anticipated dates of filing and issuance.

Required <u>Municipal/Other</u> Permits and Approvals	Secured?	Filing Date (Actual or Anticipated)	Issue/Decision Date (Actual or Anticipated)
<input type="checkbox"/> Planning Board	<input type="checkbox"/>		
<input checked="" type="checkbox"/> Conservation Commission	<input type="checkbox"/>	3/2020	7/2020
<input type="checkbox"/> Zoning Board	<input type="checkbox"/>		
<input type="checkbox"/> Sewer Extension Permit	<input type="checkbox"/>		
<input type="checkbox"/> Utility Relocation	<input type="checkbox"/>		
<input type="checkbox"/> Other:	<input type="checkbox"/>		

MASSWORKS INFRASTRUCTURE PROGRAM
2019 GRANT APPLICATION TEMPLATE

2.14: Will the project require coordination with a utility company?

Yes No

2.15: If Yes, list the company involved and briefly describe your interactions to date. _____

2.16: Will the project include work on a state roadway and/or at an intersection with a state roadway?

Yes No

2.17: If Yes, identify the state roadway(s) that are involved. _____

2.18: If Yes, have you reviewed this project with the appropriate MassDOT District Office?

Yes No

2.19: Has the municipality previously received a MassWorks grant?

Yes No

2.20: If Yes, have all past or current MassWorks funded projects in your municipality been completed and/or managed on time and on budget?

Yes No

2.21: If No, provide additional information and/or explanation. _____

2.22: Regional Planning Agency for this location: Merrimack Valley Planning Commission

2.23: Is the project located on a site that is part of a Land Use Priority Plan, Designated Priority Area, or similar regional plan that identifies priority development and/or preservation sites?

Yes No

2.24: If Yes, identify the Region and Plan: _____

2.25: If No, explain if the proposed project site is in a local priority area and to what extent it might be consistent with a regional plan. The bridge provides an important connector for access by public safety vehicles and residents to regional health and medical resources in Newburyport. The bridge is also an important element of the Town's emergency response plan relative to Seabrook Nuclear.

2.26: Are any elements of this project part of an approved Complete Streets Prioritization Plan?

Yes No

2.27: If Yes, has the municipality applied to the Complete Streets Funding Program for grant support?

Yes No

MASSWORKS INFRASTRUCTURE PROGRAM
2019 GRANT APPLICATION TEMPLATE

SECTION III. BUDGET AND SOURCES

3.1: Please provide a breakdown of the project budget by spending category. This should include the cost of each element of the project (pre-construction, construction, and administration) and reflect the budget for the entire project. *Please be advised that no more than 10% of the MassWorks request may be used for pre-construction activities such as survey, design, and permitting, except in communities applying for a STRAP grant, which are eligible to apply for full pre-construction and construction costs.*

Spending Category	MassWorks Funds Requested	Match / Other Funds	Total Project Budget	Source of Match / Other Funds
Design / Engineering	\$89,000	\$182,500	\$271,500	MassWorks/MassDOT grant
Permitting	\$12,000	\$28,500	\$40,500	MassWorks/MassDOT grant
Bidding	\$6,000		\$6,000	MassWorks
CONSTRUCTION	\$893,000	\$867,000	\$1,760,000	Local/MassDOTgrant/MassWorks
Construction Admin.		\$40,000	\$40,000	MassDOT grant
TOTALS	\$1,000,000	\$1,118,000	\$2,118,000	

3.2: Describe the source(s) of the Match/Other Funds (appropriation, loan authorization, donation, etc.), whether they are subject to a vote of approval by Town Meeting or Council, and by what date (actual or anticipated) the funds will be secured. *See section 3.2 word doc*

SECTION IV. PREPARING FOR SUCCESS

4.1: Has the municipality implemented best practice(s) in housing and/or economic development as part of the Commonwealth's Community Compact Program?

Yes No

4.2: Does the municipality have a current Master Plan and/or Economic Development Plan in place?

Yes No

4.3: If No, what steps has the community taken to develop a plan and how does it currently evaluate, consider, and prioritize economic development opportunities for growth? In June 2018 the Town adopted a Housing Production Plan pursuant to DHCD regulations and guidelines.

4.4: Has the municipality adopted or is it considering the adoption of a moratorium on any new housing and/or development in the community?

Yes No

MASSWORKS INFRASTRUCTURE PROGRAM
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4.5: If No, is the municipality a designated Housing Choice Community?

Yes No

4.6: If No, describe any challenges and/or efforts made to adopt Housing Choice or otherwise support the creation of new housing in the community. See section 4.6 word doc & attach Housing Production Plan

4.7: Is the project located in a federally designated Opportunity Zone?

Yes No

4.8: If Yes, is this project meant to support a development that will benefit from an Opportunity Fund investment?

Yes No

4.9: Indicate which of the following additional strategies/planning tools your community has adopted to attract investment in the community as a whole and at the project site specifically.

Development Tool / Strategy	Within Municipality	Within Project Site
Approved 40R or Compact Neighborhood Designation		
Urban Center Housing Tax Increment Financing		
Approved Housing Development Incentive Program Zone		
Valid, unexpired, Housing Production Plan	✓	
Approved Urban Renewal Plan		
Multi-family zoning by-right		
Mixed-use / cluster zoning	✓	
Commercial zoning by-right	✓	
Business Improvement District, Main Streets, or similar		
Federal Choice Neighborhood		
Federal Economic Development District		
Other:		

4.10: Is the municipality a designated Green Community under the Commonwealth’s Green Communities Designation and Grant Program?

Yes No

4.11: Has the municipality completed, or received a grant to complete, a Municipality Vulnerability Preparedness (MVP) plan through the Commonwealth’s MVP Program?

Yes No

4.12: Are there climate resiliency benefits with the project?

Yes No

MASSWORKS INFRASTRUCTURE PROGRAM
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4.13: If Yes, describe. See section 4.13 word doc

4.14: Does the project support a transit-oriented development: a development located within a half mile of a transit station (defined as a subway or rail station, or a bus stop serving as the convergence of two or more fixed bus routes that serve commuters)?

Yes No

4.15: Does the project support the redevelopment of a previously developed site?

Yes No

4.16: Does the project support development of new housing with a density of at least four units/acre?

Yes No

4.17: Does the project support a development containing a mix of residential and commercial uses, with a residential density of at least four units to the acre?

Yes No

4.18: Will the project directly or indirectly benefit and/or support economic development in one or more adjacent municipalities? If Yes, attach a letter of support from each community.

Yes No

4.19: Is the project located in a Gateway City?

Yes No

SECTION V. BENEFITTED PRIVATE DEVELOPMENT PROJECTS

5.1: Does the public infrastructure project support immediate new development in and around the project area? If Yes, continue to the next question. If No, skip to Section VI.

Yes No

5.2: Will the public infrastructure project...

(a) directly serve or connect to a private development project?

Yes No

(b) be located on parcels of land that either are part of a private development project site, or adjacent to parcels of land that are part of a private development project site?

Yes No

(c) involve the construction of improvements that are required as a condition in a permit or approval for a private development project?

Yes No

MASSWORKS INFRASTRUCTURE PROGRAM
2019 GRANT APPLICATION TEMPLATE

5.3: If you answered Yes to any of the above, continue to answer the remaining questions in this section regarding the private development project. If you answered No to all, skip to Section VI.

5.4: Provide a detailed description of the private development project(s) that includes the scope of the development, progress on permitting, expected public benefits, and project phasing, if any. _____

5.5: Is this private development project allowed by-right, or by special permit, in the municipality's current zoning?

Yes No

5.6: If No, describe the current zoning and outline what steps the community plans to take to allow the project to proceed. _____

5.7: Is the private development project at least at 25% design?

Yes No

5.8: Does the private development project have all required permits and approvals to commence construction?

Yes No

5.9: If No, identify what permits and/or approvals are outstanding and the anticipated timeframe within which they will be secured. _____

5.10: Provide the anticipated schedule/timeline for the private development project.

Milestone	Start Date	End Date
Design/Engineering		
Permitting		
Construction Start		
25% Construction		
50% Construction		
75% Construction		
Construction Complete		

5.11: Is the private development project's financing fully secured?

Yes No

MASSWORKS INFRASTRUCTURE PROGRAM
2019 GRANT APPLICATION TEMPLATE

5.12: If No, please indicate the status of the financing, if there are any significant contingencies, and by when the private developer expects to secure the resources needed to proceed. _____

5.13: Indicate all of the applicable characteristics of the private development project:

Total private investment (\$) projected:	
Total lot area (acreage) of private development:	
Total square footage of new office, retail, and/or industrial space:	
Total number of NEW housing units to be created:	
How many will be Rental units:	
How many will be Homeownership units:	
How many will be Affordable:	
State level of affordability (% of Area Median Income, 30%, 80%, etc.):	
Number of construction jobs that will be supported:	
Number of NEW part time jobs to be created:	
Number of NEW full time jobs to be created:	
Number of full time jobs to be retained:	

5.14: Has the municipality provided the private development project with local benefits or incentives?
 Yes No

5.15: If Yes, explain the type of benefit or incentive: _____

5.16: Will the private developer, or any of its contractors or subcontractors, construct any portion of the public infrastructure project?
 Yes No

5.17: Provide the following information for the entity undertaking the private development project:

Proponent Entity/Company: _____
Contact Name/Title: _____
Phone: _____
Email: _____

MASSWORKS INFRASTRUCTURE PROGRAM
2019 GRANT APPLICATION TEMPLATE

SECTION VI. APPLICABILITY OF MEPA REVIEW

If MassWorks funding will be the only form of state action for this project, please refer to EOHEd's guidelines for applicability of MEPA review.

6.1: Does the public infrastructure project meet or exceed any of the thresholds for MEPA review set forth in 301 CMR 11.03?

Yes No

6.2: If Yes, check all relevant thresholds and indicate if ENF and/or EIR are required.

Threshold	ENF Required	EIR Required
Land Development	No	No
Rare, threatened, or endangered species	No	No
Wetlands, waterways, and tidelands	No	No
Water	No	No
Wastewater	No	No
Transportation	No	No
Energy	No	No
Air	No	No
Solid and hazardous waste	No	No
Historical and archeological resources	No	No
Areas of environmental concern	No	No

6.3: Does the private development project, identified herein, meet or exceed the MEPA thresholds as set forth in 301 CMR 11.03?

Yes No

6.4: If Yes, check all relevant thresholds and indicate if ENF and/or EIR are required.

Threshold	ENF Required	EIR Required
Land Development		
Rare, threatened, or endangered species		
Wetlands, waterways, and tidelands		
Water		
Wastewater		
Transportation		
Energy		
Air		
Solid and hazardous waste		
Historical and archeological resources		
Areas of environmental concern		

6.3: Can the private development proceed independently without the public infrastructure project? Attach letter(s) from the private development proponent confirming and explaining this answer.

Yes No

MASSWORKS INFRASTRUCTURE PROGRAM
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6.4: List any filings that have been made or will be made with the MEPA Office in connection with the public infrastructure project and/or the private development project described above, and whether the review is expected to be a full scope or a limited scope. There are no anticipated MEPA filings associated with this infrastructure project.

VII: CERTIFICATION OF PUBLIC ENTITY AUTHORIZATION

7.1: Does your city/town require a vote of the executive body to authorize the submission of this application?
 Yes No

7.2: If Yes, **attach** a certified copy of the vote taken by the executive body.

7.3: If No, are you authorized to submit this application on behalf of the applicant entity, by virtue of your executive position (CEO, CFO, etc.) or as a designee of an executive officer?
 Yes No

I, Angus Jennings, hereby certify that I am duly authorized to submit this application on behalf of (applicant) Town of West Newbury and to agree that, if awarded, the applicant will implement the MassWorks Grant Program in accordance with all applicable laws and regulations. I understand that the information provided in this application will be relied upon by EOHED in deciding whether to award a grant and that the Commonwealth reserves the right to take action against the applicant or any other beneficiary of the grant if any of the information provided is inaccurate, misleading, or false.

I hereby further certify, under the pains and penalties of perjury, that the responses to the questions provided in this application and the attached documentation are true, accurate, and complete.

	Town Manager	August 8, 2019
Name	Title	Date

MassWORKS Application Additional Section Material

1.16

The proposed bridge replacement is located on the border of West Newbury and Newburyport where Plummer Spring Rd. turns into Middle St. The project will complete the desperately needed replacement of the Plummer Spring Rd. Bridge over the Artichoke Reservoir allowing it to be reopened for public use. The bridge was closed in July of 2018 due to its deteriorated condition and partial collapse.

Unfortunately, due to the nature of the collapse and the materials originally used, none of the existing structure will be salvageable for use in the replacement of the bridge. There are no utilities located at the bridge site, eliminating potential delays and complications resulting from their relocation. The road will remain closed throughout the construction period, which is estimated to take approximately 10 months from start to completion.

2.2

The project site is located on Plummer Spring Road traveling east and west and intersects the Artichoke Reservoir. The Artichoke Reservoir is a tributary flowing south to north into the Merrimack River and is a public water supply for the nearby towns. The southern face of the original structure, which was a granite arch built in the late 19th century, collapsed in July of 2018, forcing the town and Newburyport to agree to close the bridge.

2.7

The project will replace Bridge No. N-11-007=W-20-001 which crosses over the Artichoke Reservoir into the neighboring City of Newburyport. The bridge closure has resulted in residents' restricted access to the local hospital and the area's largest employers located down the road in Newburyport. The proposed bridge will be a single span structure constructed of concrete beams supported by integral abutments to increase longevity, and to decrease maintenance and construction costs. Full pavement depth will be used throughout the limits of the roadway reconstruction. Safety improvements will be made by adding standardized bridge rails, precast guardrail transitions, and by increasing roadway width and improving the alignment. A bridge type study was investigated to compare the best alternatives, including an option which features a sidewalk to help increase the safety for residents who fish off the side of the bridge. Retaining walls have been proposed to prevent future erosion of the soil and roadway into the reservoir. Please see attached drawings for the existing and proposed construction alternatives.

Reopening this portion of road is crucial because it provides vital access for first responders servicing the Town of West Newbury from the City of Newburyport. Plummer Spring Road is also an evacuation route for the Seabrook Nuclear Power Station. Federal law mandates that an evacuation route be provided for communities within a 10-mile radius of the emergency planning zone. A portion of this evacuation route has been severed for residents seeking safe passage due to the bridge collapse. The closure of this portion of road and resulting 3.4-mile detour has been costly for local business that provide delivery services to both communities such as, waste management, heating and propane delivery, as well as services such as school buses and mail delivery. Additionally, the town's aging population requires unrestricted access to the most direct route to the Anna Jaques Hospital located 2.5 miles from the closure.

The Town of West Newbury is requesting a MassWorks grant in the amount of \$1,000,000 to help pay for the replacement of this municipally owned bridge. This grant would be used primarily to fund the construction of the new structure, with a portion being allocated for design/engineering and permitting.

3.2

The total estimated cost of the alternative 1 bridge replacement is \$2,118,000. The design has been initiated under a 2018 MassDOT Municipal Bridge Grant, however there remains an additional \$1,618,000 needed to complete the construction.

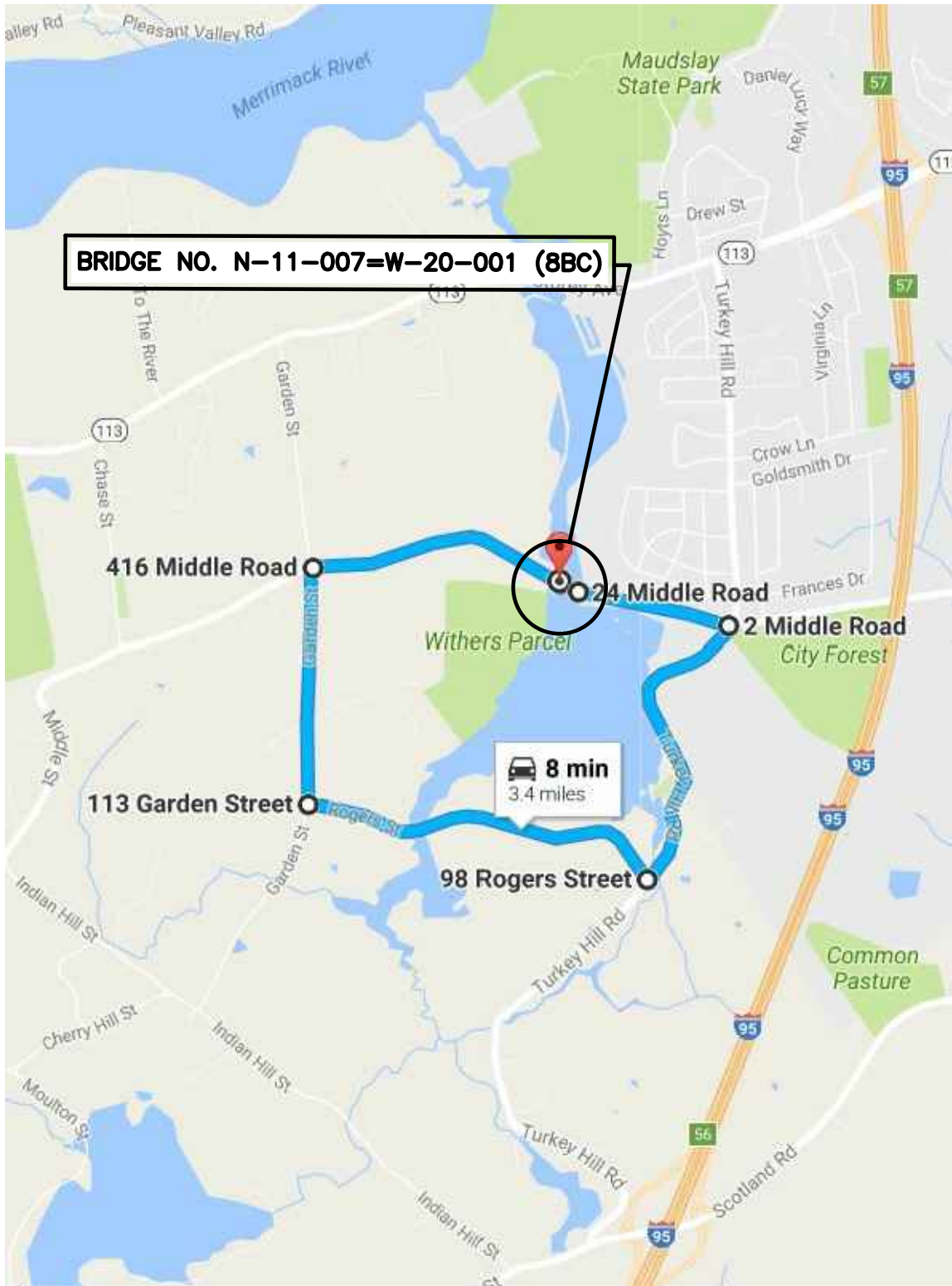
The City of Newburyport was awarded a MassDOT municipal bridge grant under the belief that they were the sole owner of the bridge, but after a survey was completed, it was determined that the dividing line between the Town of West Newbury and the City of Newburyport is roughly the midpoint of the bridge. According to the 2010 Census, West Newbury has a population of 4,235 people and only receives \$214,908 of Chapter 90 apportionment to maintain their 46 miles of roadway, bridges and culverts. With the insufficient amount of state funding and taxes generated from the town residents, it would be infeasible for the town to fund their portion of the amount needed to complete the construction of this structure in a reasonable amount of time. Relying solely on Chapter 90 apportionment, it would take the town over five years to secure adequate funds to move forward with the project. A vote to authorize town funds towards the bridge project is expected to be scheduled for spring of 2020 based on anticipated progress of design and permitting.

4.12/4.13

The proposed bridge will increase the structure span from 14.3 feet to 45 feet, more than doubling the hydraulic capacity. To protect against future undermining of the foundations, the bridge will be supported by piles and armored with scour protection. Additionally, the roadway will be raised by approximately 1 foot.

4.6

In June of 2018 West Newbury in conjunction with the Merrimack Valley Planning Commission prepared a Housing Production Plan to develop a strategy to meet the housing needs of West Newbury. The housing plan incorporates existing planning efforts including the existing Master Plan, Open Space and Recreation Plan. The Housing Production Plan set five-year goals and action plans. See attached Housing Production Plan



PROJECT: MASSWORKS GRANT APPLICATION
N-11-007=W-20-001 (8BC)

SUBJECT: PROPOSED TRUCK DETOUR ROUTE





AREA RESTRICTED TO PEDESTRIANS



COLLAPSED ROADWAY AND SPANDREL WALL





COLLAPSED SPANDREL WALL



SETTLEMENT AND COLLAPSING ROADWAY





SOUTHEAST WINGWALL DISPLACEMENT



EAST ADVANCED BRIDGE CLOSURE SIGNAGE





WEST ADVANCED BRIDGE CLOSURE SIGNAGE



EAST ROAD CLOSED SIGNS





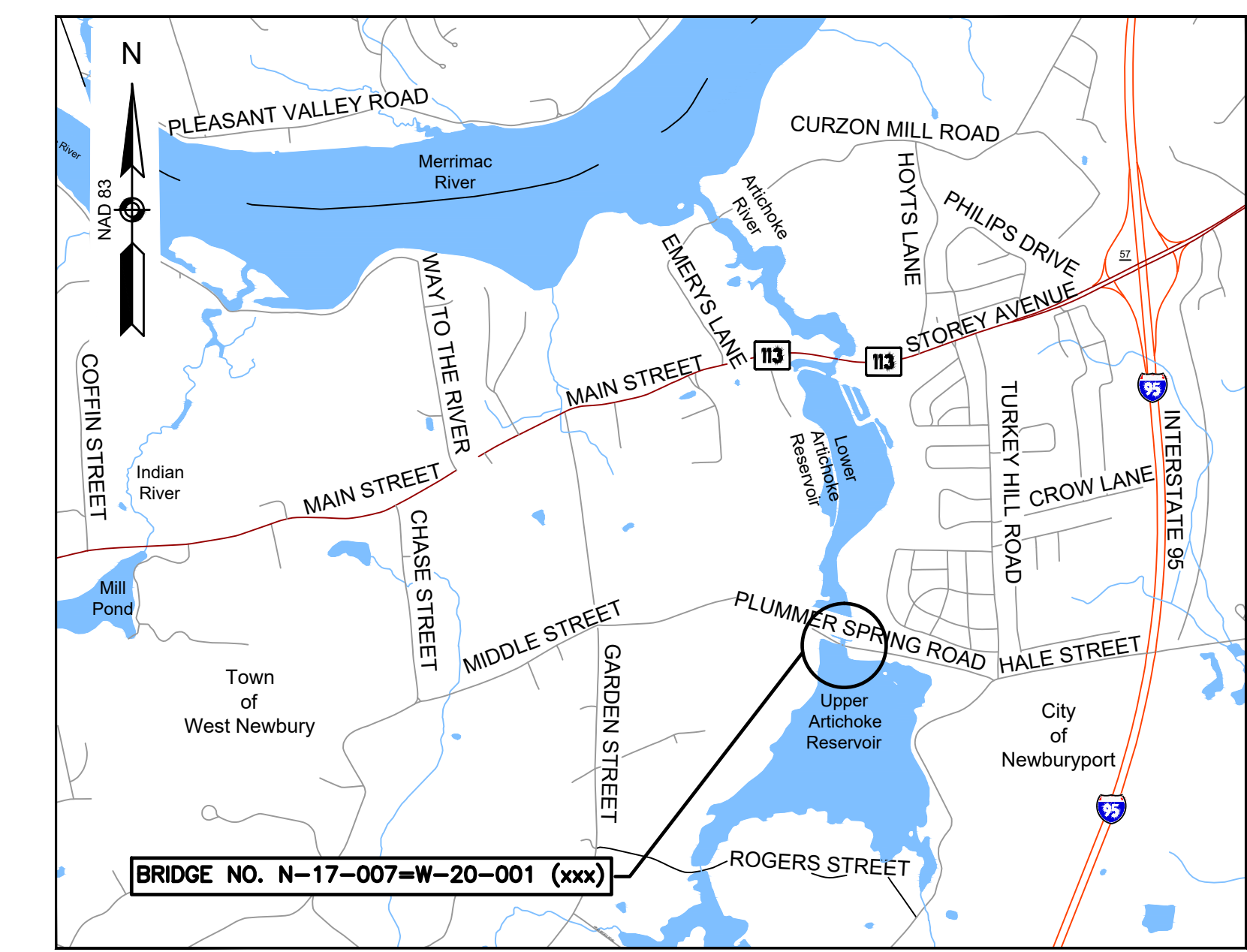
WEST ROAD CLOSED SIGNS



**NEWBURYPORT
PLUMMER SPRING ROAD**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	1	11
PROJECT FILE NO.		N/A	

EXISTING CONDITIONS & LOCUS

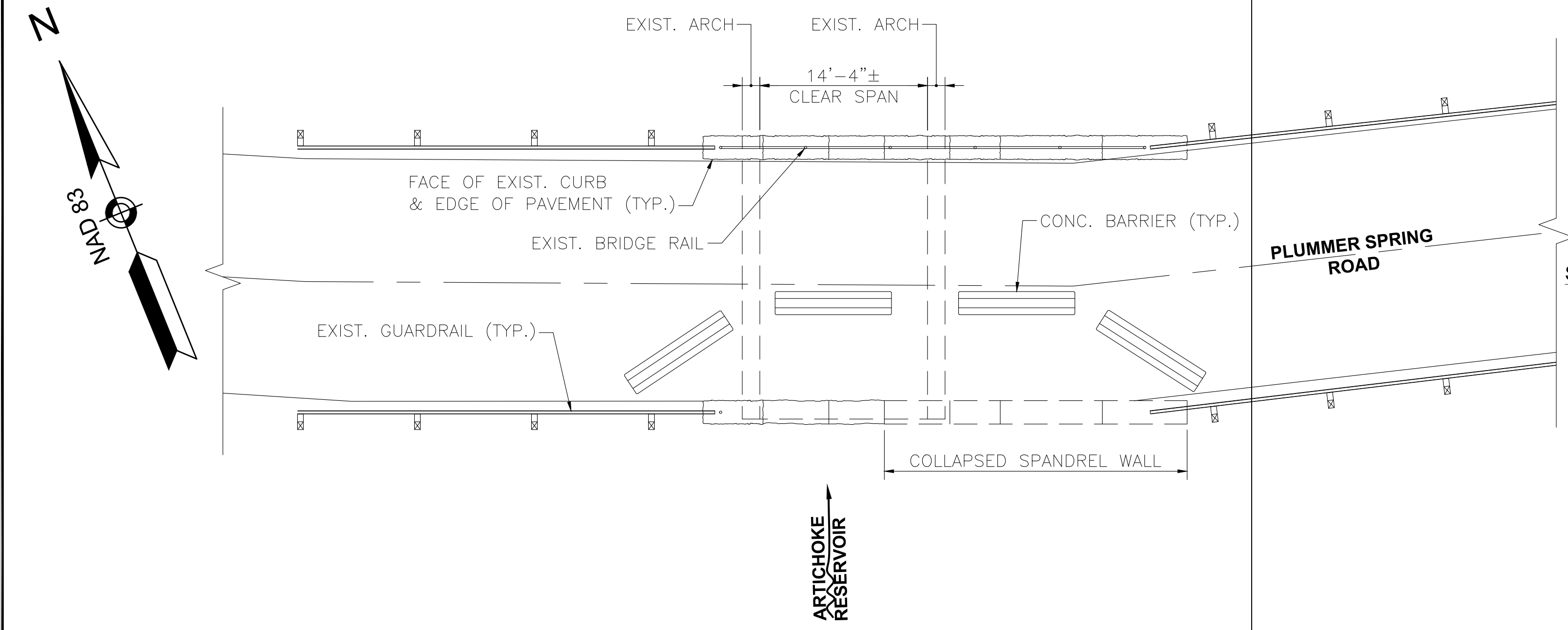


LOCUS PLAN
SCALE: 1" = 2000'

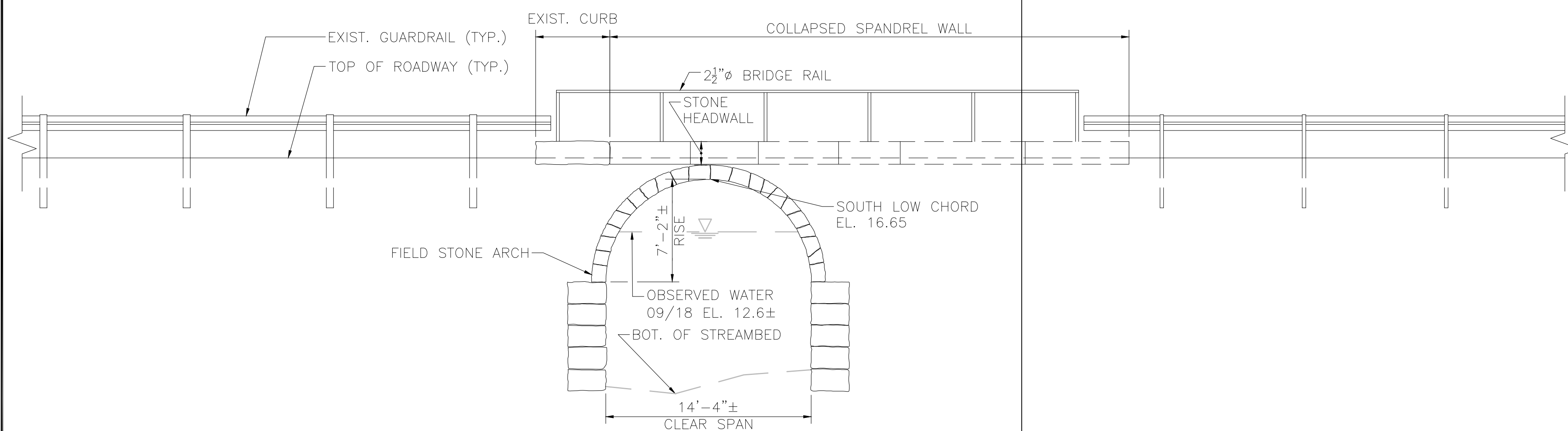
INDEX

- DESCRIPTION**
- EXISTING CONDITIONS & LOCUS
 - ALTERNATIVE 1 - 45'-0" SPAN, 24'-0" ROADWAY SPREAD BOX BEAM KEY PLAN & PROFILES
 - ALTERNATIVE 1 - 45'-0" SPAN, 24'-0" ROADWAY SPREAD BOX BEAM PLAN, ELEVATION & TRANSVERSE SECTION
 - ALTERNATIVE 1B - 45'-0" SPAN, SPREAD BOX BEAM WITH ONE SIDEWALK PLAN, ELEVATION & TRANSVERSE SECTION

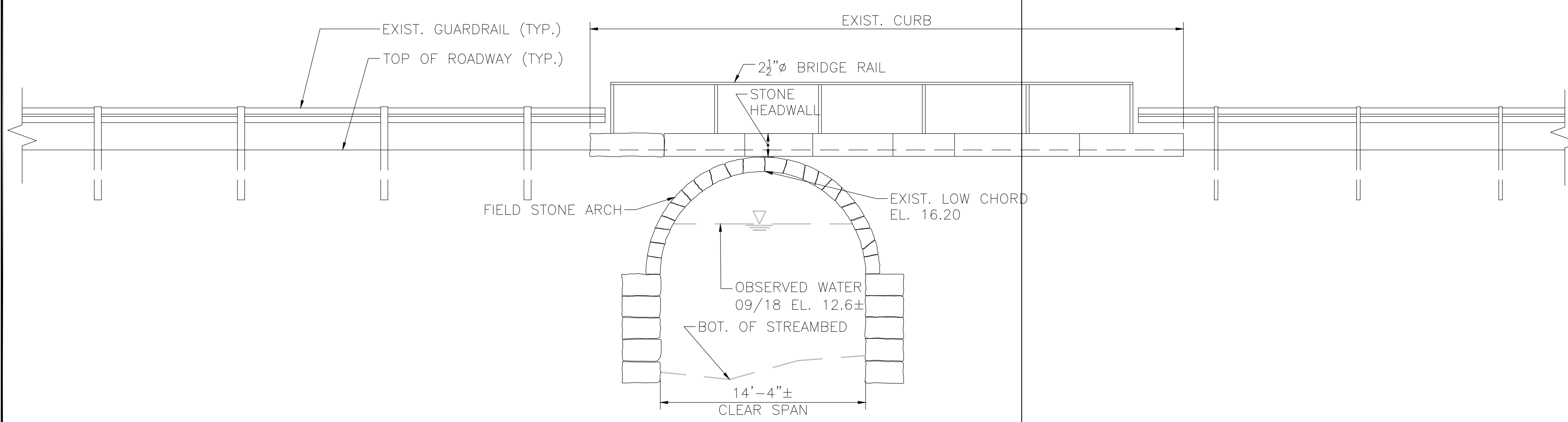
- SHEET NO.**
- 1 OF 4
 - 2 OF 4
 - 3 OF 4
 - 4 OF 4



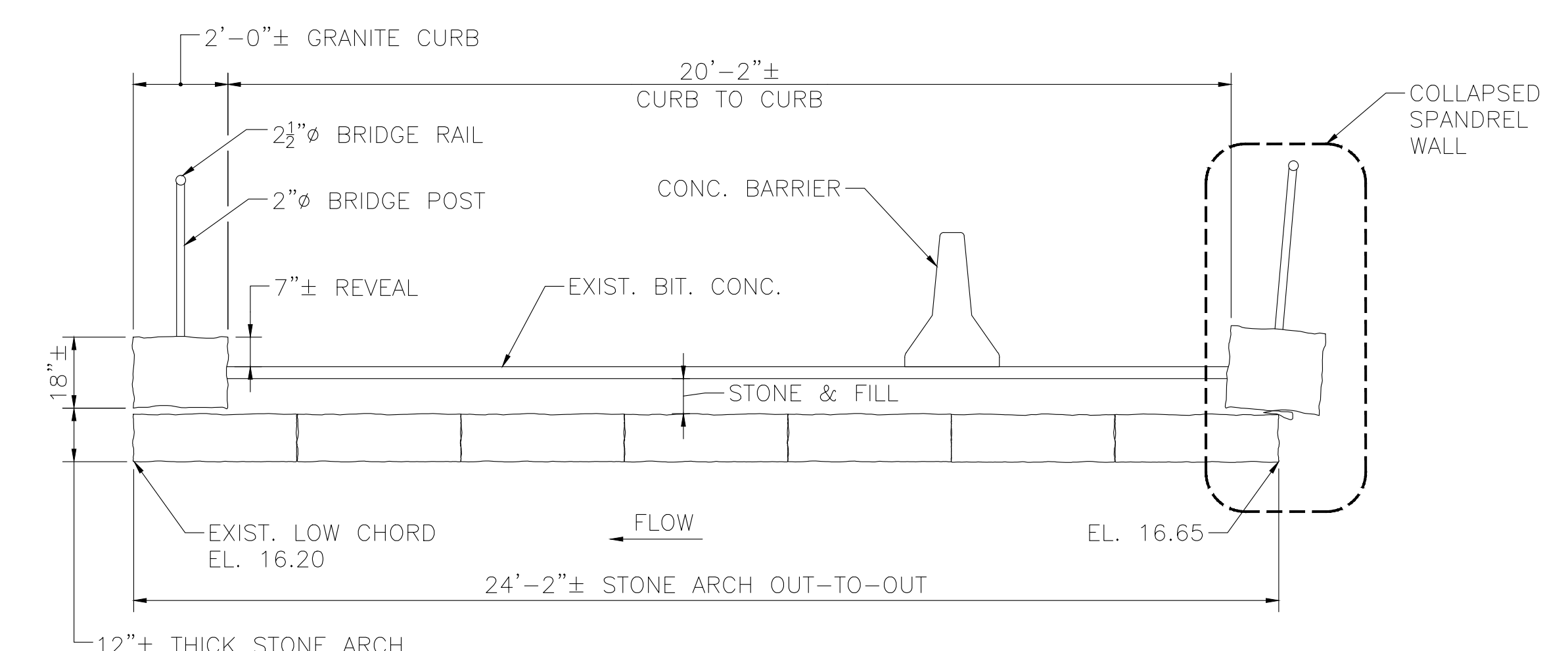
EXISTING PLAN
SCALE: 1/8" = 1'-0"



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



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



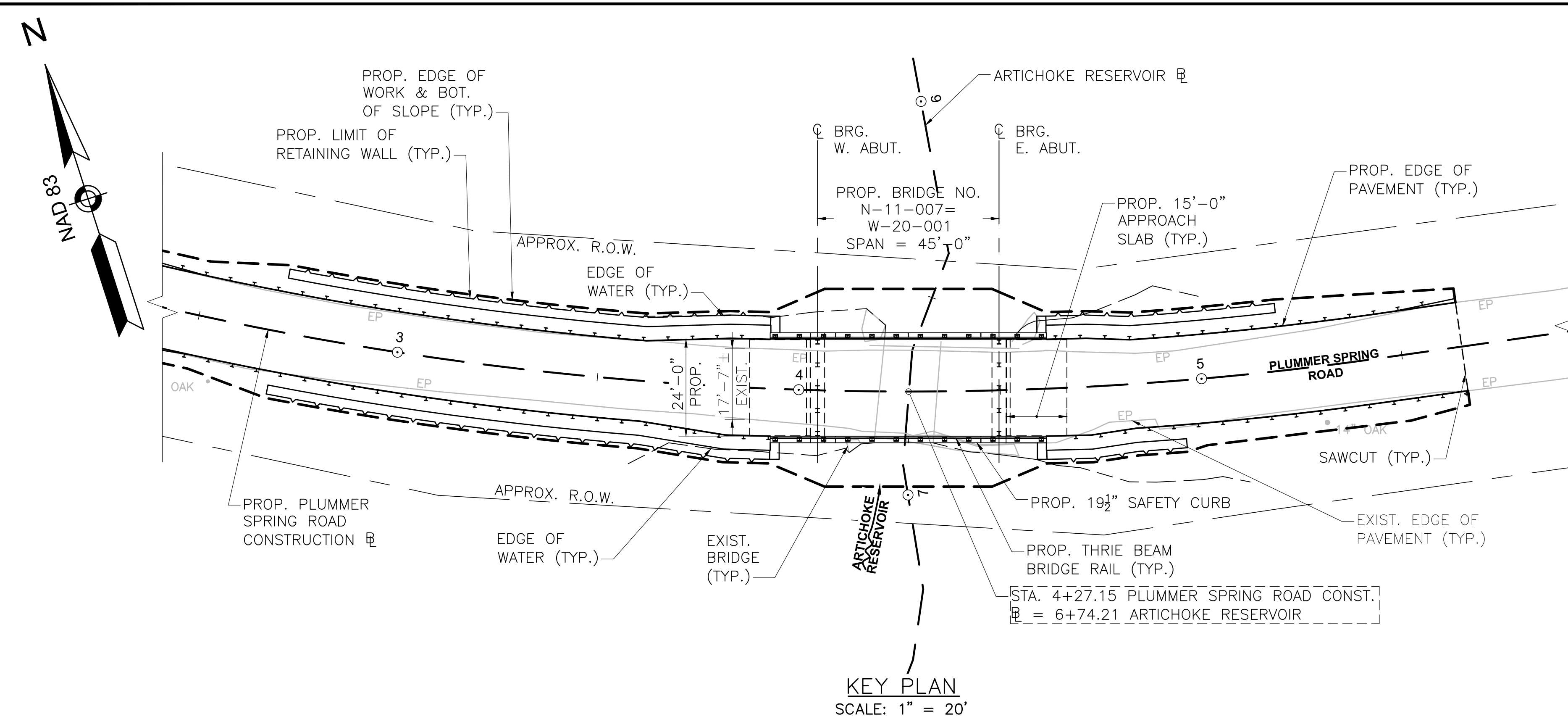
EXISTING TRANSVERSE SECTION
SCALE: 3/8" = 1'-0"



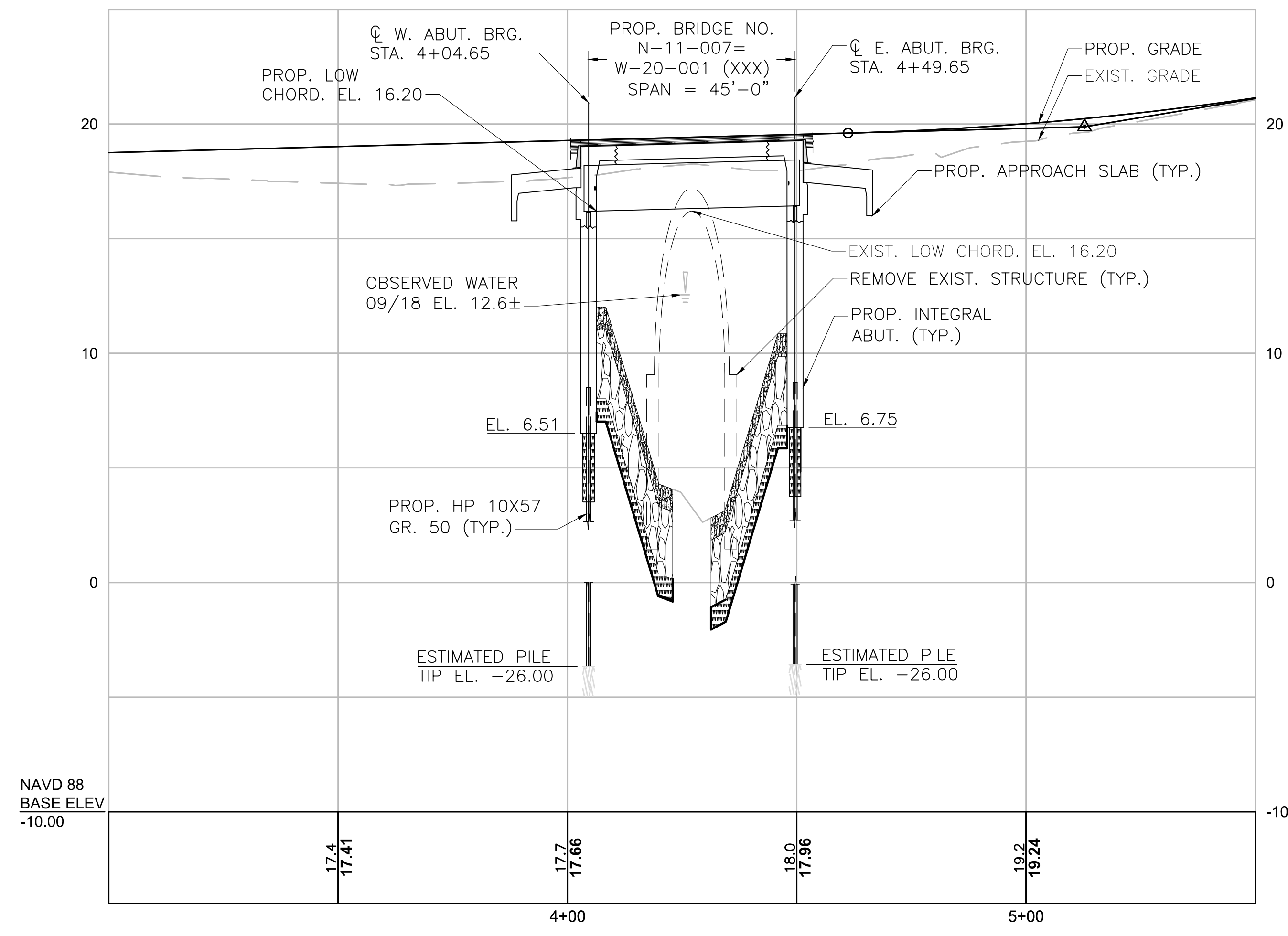
**NEWBURYPORT
PLUMMER SPRING ROAD**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	2	4
PROJECT FILE NO.		N/A	

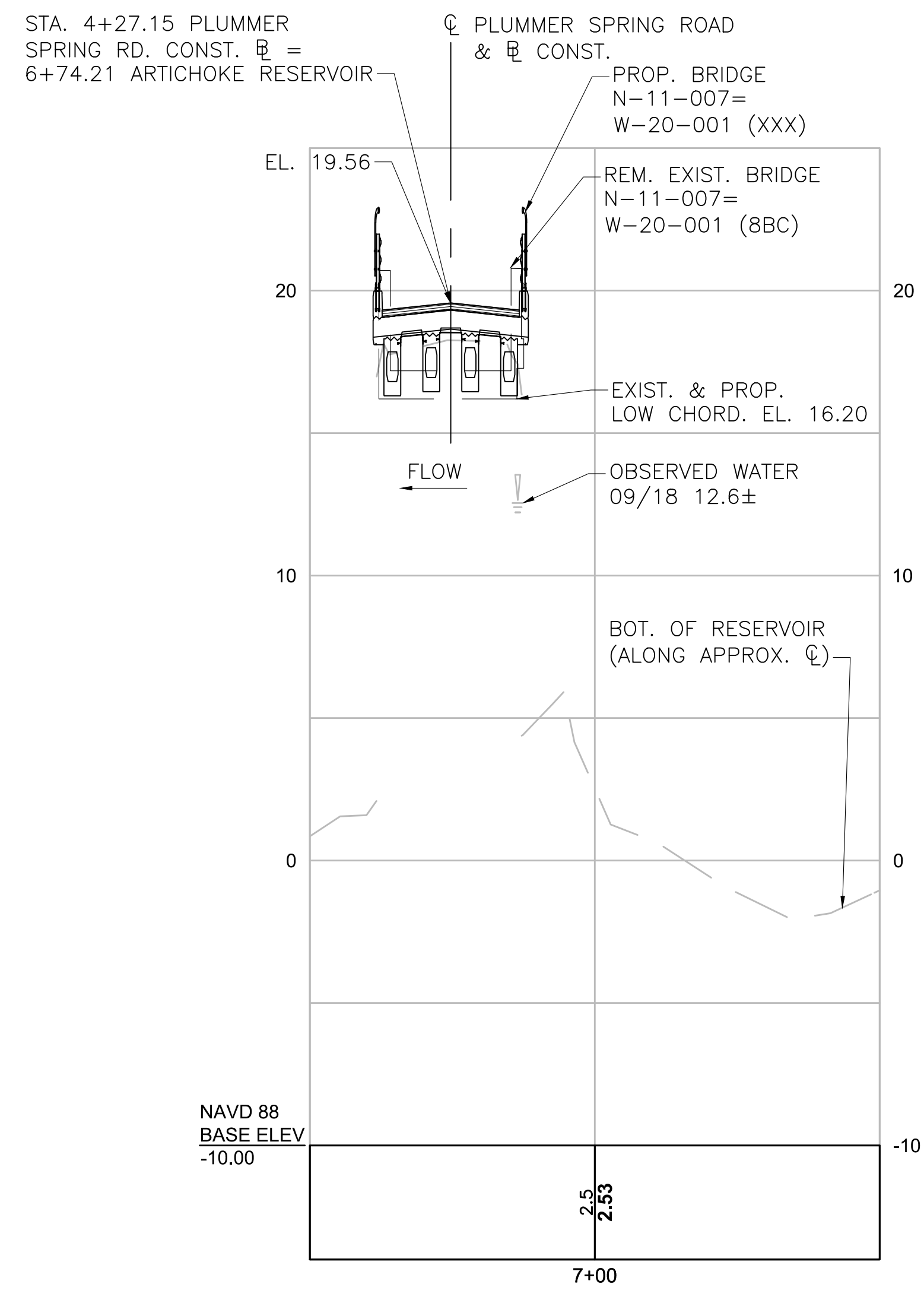
**ALTERNATIVE 1 - 45'-0" SPAN,
24'-0" ROADWAY SPREAD
BOX BEAM KEY PLAN & PROFILES**



KEY PLAN
SCALE: 1" = 20'



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

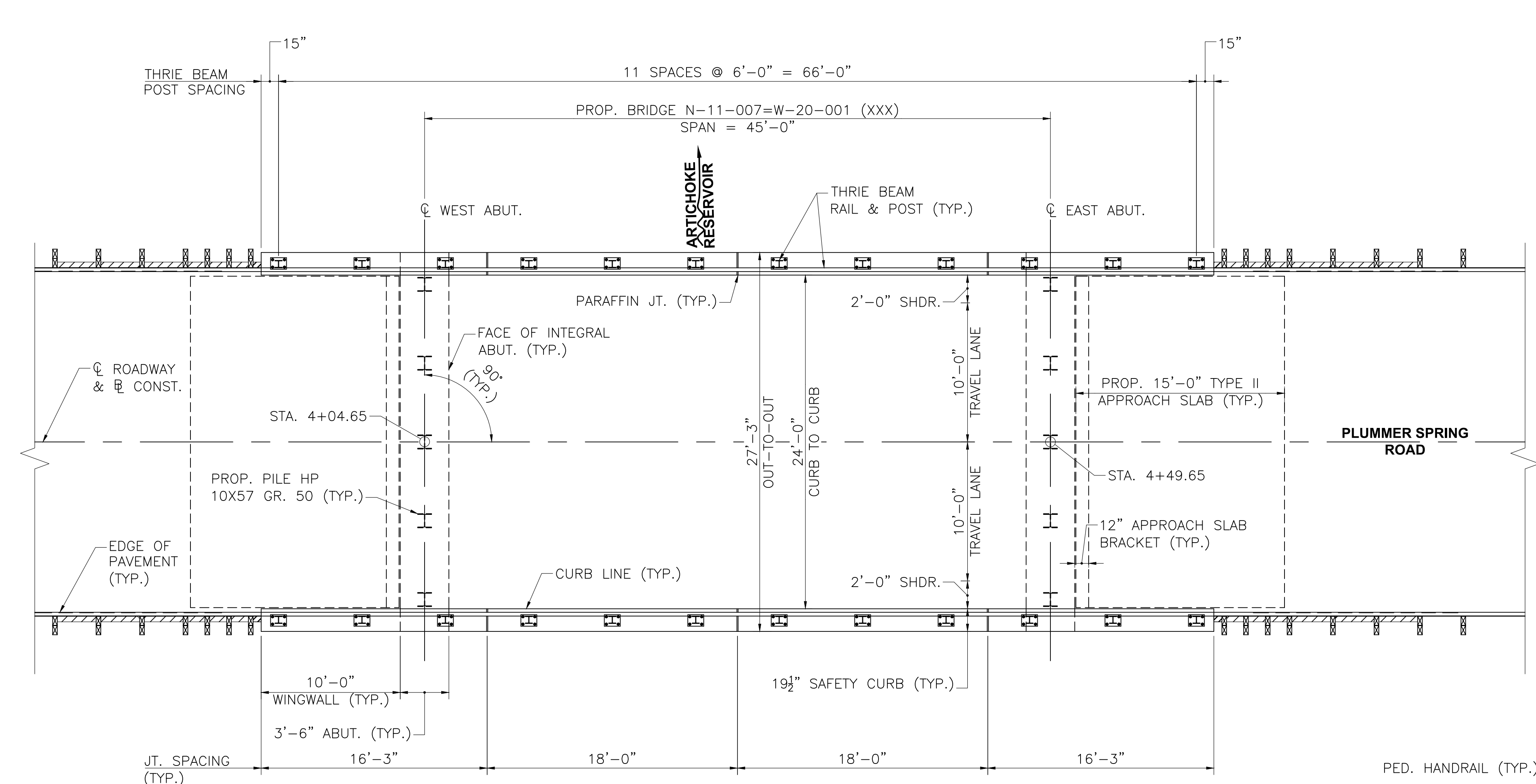


ARTICHOKE RESERVOIR PROFILE
1" = 20' HORIZONTAL
1" = 4' VERTICAL

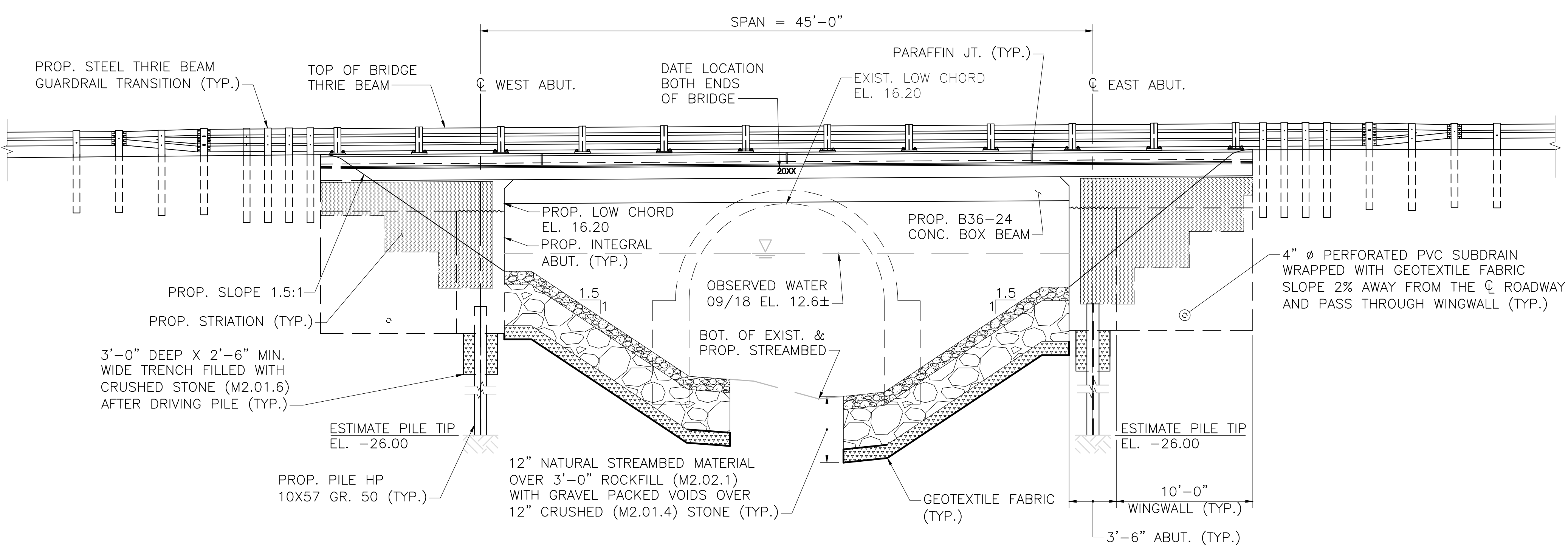
**ALTERNATIVE 1
PRELIMINARY DESIGN**

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

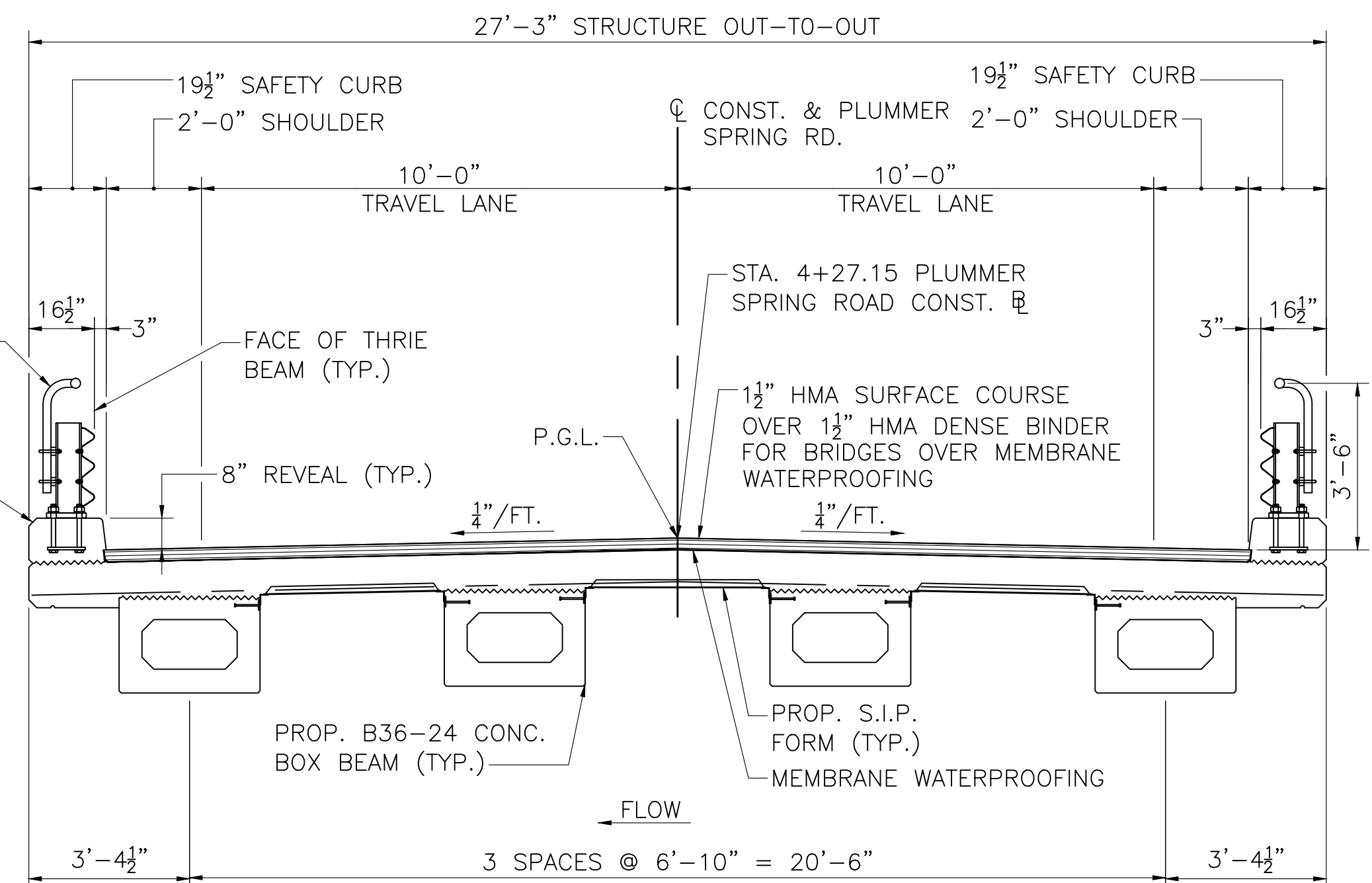
SPREAD BOX REV 1.DWG Plotted on 3-Jul-2019 10:14 AM Plans Submittal (SPX) XX-XX-201X



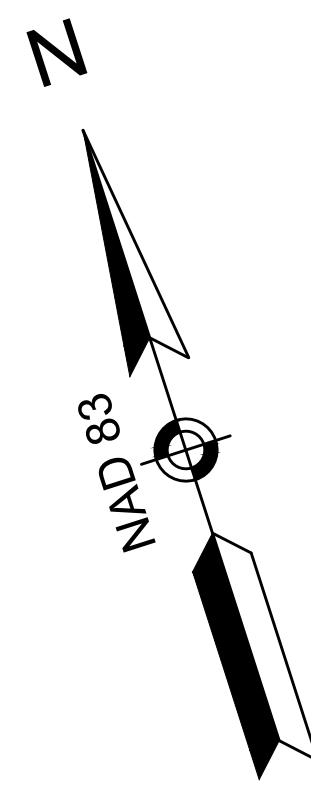
PROPOSED PLAN
SCALE: 3/16" = 1'-0"



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



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



Preliminary Bridge Estimated Cost
Alternative 1 - 45'-0" Span Spread Box Beams (24'-0" Roadway)
 Design, Permitting and \$40,000 Resident Engineer Estimate = \$358,000
 Bridge Estimated Construction Cost = \$1,340,000
 Highway Estimated Construction Cost = \$420,000
TOTAL \$2,118,000

NEWBURYPORT PLUMMER SPRING ROAD			
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	3	4
PROJECT FILE NO.		N/A	

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

ALTERNATIVE 1 PRELIMINARY DESIGN

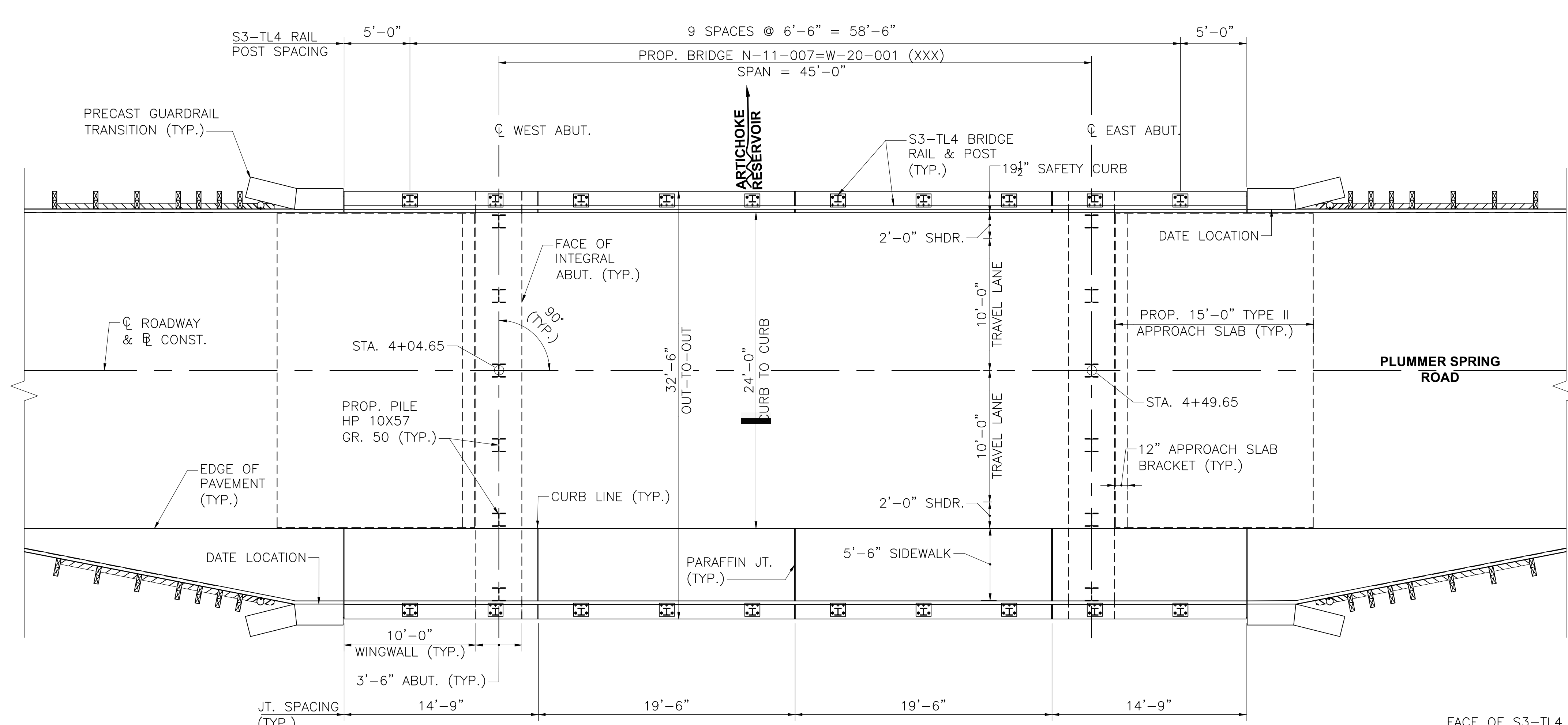
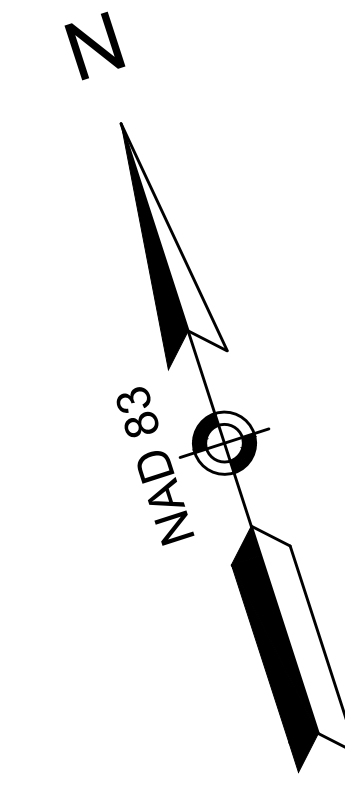
MONTH DD, YYYY	ISSUED FOR CONSTRUCTION
DATE	DESCRIPTION
USE ONLY PRINTS OF LATEST DATE	

SPREAD BOX REV 1.DWG Pinned on 3-Jul-2019 10:14 AM Plans Submittal (SPX) XX-XX-201X

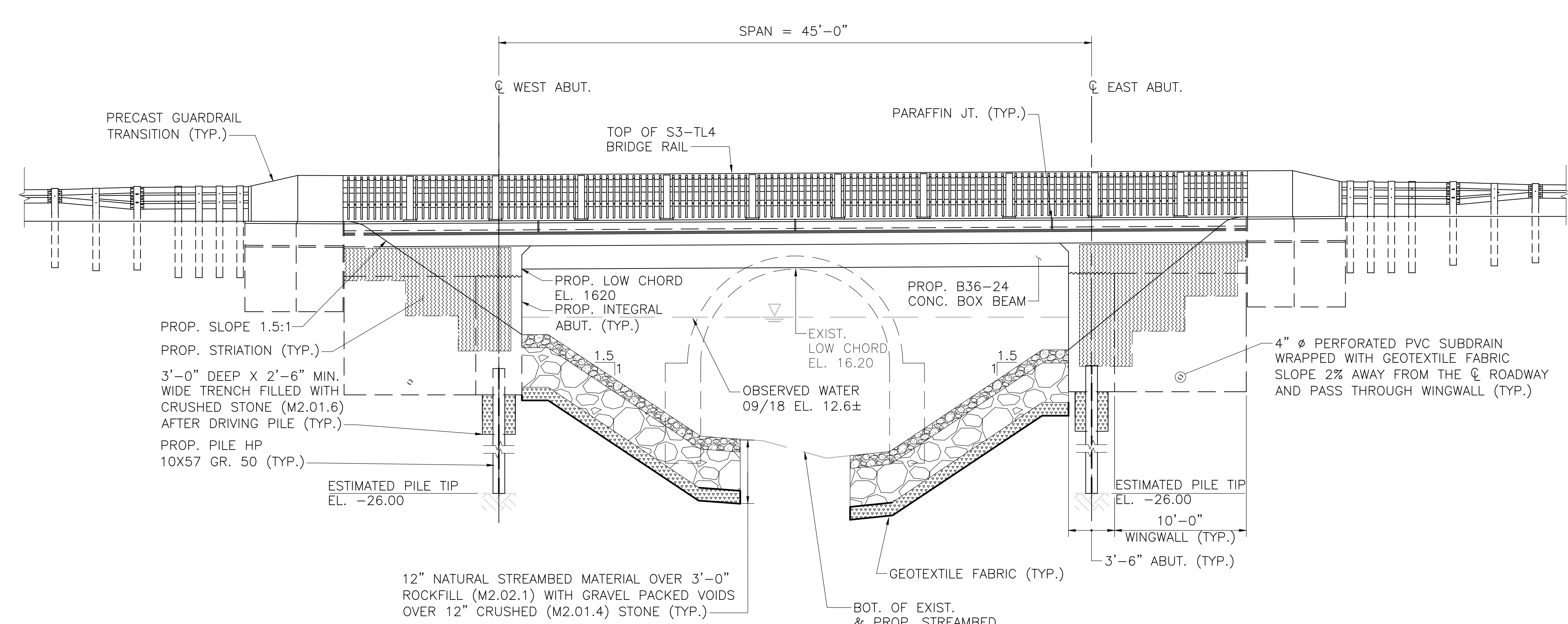
**NEWBURYPORT
PLUMMER SPRING ROAD**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	5	11
PROJECT FILE NO.		N/A	

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

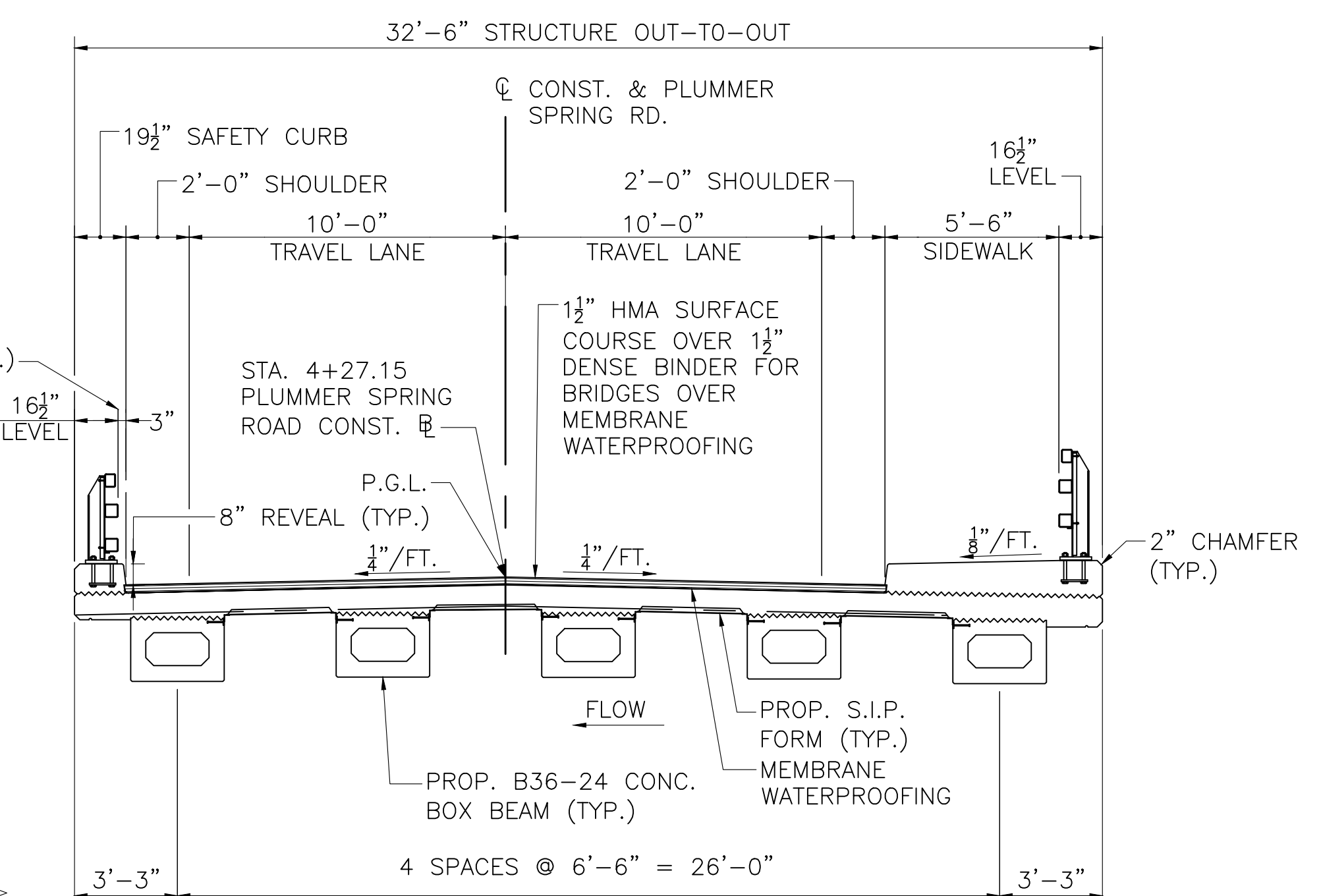


PROPOSED PLAN
SCALE: 3/16" = 1'-0"



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

Preliminary Bridge Estimated Cost
Alternative 1B - 45'-0" Span Spread Box Beams (24'-0" Roadway with one 5'-6" sidewalk)
 Design, Permitting and \$40,000 Resident Engineer Estimate = \$389,000
 Bridge Estimated Construction Cost = \$1,650,000
 Highway Estimated Construction Cost = \$515,000
TOTAL \$2,554,000



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-Jul-2019 9:28 AM
SIDEWALK.DWG
Plans Submittal (SPX) XX-XX-201X

Town Manager

From: DPW Director
Sent: Tuesday, July 9, 2019 3:13 PM
To: Town Manager
Subject: FW: Mill Pond Update & Next Steps

FYI – I talked to Mike a few week back and gave him the OK to seek LOW classification from DCR. We should know in about 30-45 days.


Wayne

From: [REDACTED]
Sent: Tuesday, June 25, 2019 8:16 PM
To: DPW Director <dpwdirector@wnewbury.org>
Cc: W [REDACTED]
Subject: Mill Pond Update & Next Steps

Hi Wayne,

We've reached out to DCR and believe there is a path forward to reduce the dam hazard classification from "Significant" to "Low". Do you have some time this week or next to discuss our proposed strategy and next steps?

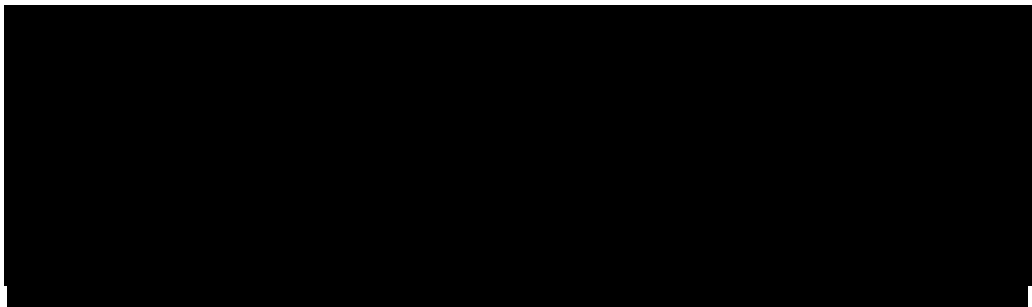
Mike

 **GEI** ENVIRONMENTAL SCIENTISTS & ENGINEERS
MICHAEL SABULIS, LSP
Senior Project Manager & Environmental Scientist
[REDACTED]



From:
To:

Cc:
Subject:
Date:
Attachments:



Hi Everyone,

Just a reminder that we have an important Mill Pond Committee meeting this Tuesday (07/23) at 7PM at the Mill Pond Building.

I have attached the agenda and highlight that we will be meeting with Jennifer Hughes, who is the Environmental Program Manager for the Merrimack Valley Planning Commission. We have engaged a contract with Jennifer (attached) and she will be assisting us with upcoming discussions on Water Quality Testing and help us develop a feasible plan for ensuring that Mill Pond is a safe habitat and environment for all.

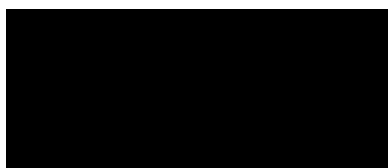
I have placed Jennifer at the top of the agenda such that she can get home at a reasonable hour – the ask is that we try and arrive on time for the meeting as it will be important for us all to engage in our discussion around these important matters.

Looking forward to seeing you all!

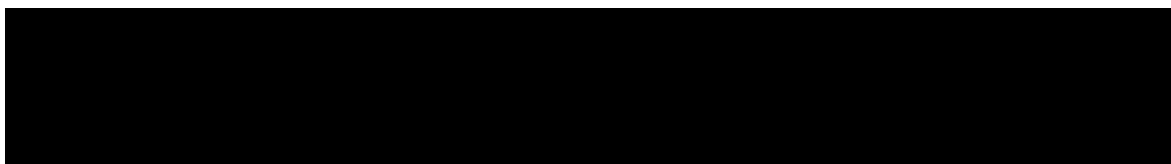
Best,
Ryan Goodwin

Ryan Goodwin

Chair, Mill Pond Committee



From: Town Manager <townmanager@wnewbury.org>



6/30/2019

**CONTRACT FOR SERVICES
BY AND BETWEEN THE
MERRIMACK VALLEY PLANNING COMMISSION
AND THE
TOWN OF WEST NEWBURY**

THIS CONTRACT AGREEMENT is made and entered into this 30th day of June, 2019 by and between the Merrimack Valley Planning Commission Regional Resource Center, hereinafter referred to as the "Commission", and the Town of West Newbury, hereinafter referred to as the "Town".

WHEREAS, the Commission is eligible to undertake and provide professional planning services to member communities under Chapter 40B of the Massachusetts General Laws; and,

WHEREAS, the Town has expressed an interest in retaining the services of the Commission staff for professional planning assistance and related technical support services; and,

WHEREAS, the Town has specifically indicated a desire to use the Commission staff to assist in the provision of Environmental Program services; and,

WHEREAS, the Town, has sufficient funds to retain said professional planning services from the Commission,

NOW THEREFORE, the Town and the Commission do mutually agree as follows:

I. EMPLOYMENT OF THE COMMISSION

The Commission agrees to contract with the Town to provide professional planning services as cited in the Scope of Services of this agreement. The Commission agrees to provide said services under the direction of the Town of West Newbury.

II. SCOPE OF SERVICES

The Commission will provide the Town with the professional planning services specified in the Scope of Services, attached herein and made a part of this agreement. The Commission will be responsible for supporting the Mill Pond Committee and the Town Manager's office in preparing recommended revisions to Item C.3 of the Pipestave Hill/Mill Pond Area Management Plan, Water and Fish Management Plan; and supporting the Town's communications with prospective vendors who may assist the Town in lake/pond management work and testing to be completed subsequent to or in parallel with this Scope of Services.

III. PROJECT STAFF

The Commission will assign appropriate staff to complete the Project.

IV. RESPONSIBILITIES OF THE TOWN

The Town will provide to the Commission's Project staff all relevant existing digital data, maps, and other information as may be readily available to enable the timely and efficient execution of the Scope of Services. In addition, all Town employees, agents, and representatives as appropriate shall be made aware of the Commission's Project role so as to help facilitate completion of the Scope of Services.

V. COMPENSATION

The Town agrees to pay the Commission a total compensation fee for professional services rendered through this agreement of an amount not to exceed \$3,000 (three thousand dollars), payable on an hourly basis for services rendered.

VI. TERM OF PERFORMANCE

The Commission agrees to commence performance of the planning services described herein as of July 1, 2019, subject to the receipt of this agreement which has been duly executed by an authorized representative(s) of the Town of West Newbury. All work pursuant to the Scope of Work shall be completed on or before September 30, 2019.

VII. PAYMENTS

Payments to the Commission by the Town will be made within thirty (30) days of receipt of invoices and supporting documentation.

VIII. OWNERSHIP OF PROJECT DOCUMENTS

All reports, maps, databases, and other materials produced by the Commission through this agreement will become the property of the Town and the Commission. The Commission agrees that any requests for distribution of the data must be accompanied by written consent from the Town of West Newbury.

IX. AMENDMENTS

The provisions of this contract agreement may be revised and/or extended as mutually agreed upon in writing by the Town and the Commission. All changes which are determined acceptable to the Town and the Commission shall be outlined in the form of a simple, written amendment to this contract agreement.

XI. TERMINATION OF AGREEMENT FOR CAUSE

If, through any cause, the Commission or the Town fails to meet in a timely and proper manner its obligations and responsibilities under this agreement, or violates any covenants, stipulations, or agreements of this contract, the other party shall thereupon have the right to terminate this agreement by submitting written notice of termination to the party in violation, such notice to be issued at least fifteen (15) working days prior to the effective date of termination. Any and all services rendered by the Commission up to the effective date of termination shall be paid for by the Town. Any and all materials produced by the Commission shall be forwarded to the Town.

XII. AUTHORIZATION OF OFFICIALS

IN WITNESS THEREOF, the Town and the Commission have executed this contract agreement as of the date indicated above.

Town of West Newbury

Merrimack Valley Planning Commission



Signature of Authorized Representative

Signature of Authorized Representative

Angus Jennings, Town Manager
Name of Authorized Representative

Karen Conard
Name of Authorized Representative

Merrimack Valley Planning Commission (MVPC)
Scope of work for the
Town of West Newbury – Millpond Area Management Plan

Tasks

- 1) Review Pipestave Hill/Mill Pond Area Management Plan, including supporting materials as provided by Town; and interview members of Mill Pond Committee and Town staff as necessary to fully understand project background and objectives.**

- 2) Attend two (2) evening meetings of the Mill Pond Committee at mutually agreed dates/times; and participate in up to three (3) daytime meetings with Town personnel if/as needed to accomplish work scope. Participate in telephone and email correspondence as necessary.**

- 3) In coordination with the Town Manager and the Chairman of the Mill Pond Committee, research and correspond with consultants qualified in the preparation of lake/pond management plans and related water quality testing.**

- 4) Based upon a complete understanding of the Committee's objectives for pond/lake management, prepare recommended revisions to the Sec. C.3 of the Pipestave Hill/Mill Pond Area Management Plan, Water and Fish Management Plan, to scope future work, to be completed by others, that meets the Committee's objectives.**

Budget Total Not to Exceed \$3,000



**TOWN OF WEST NEWBURY
OFFICE OF THE PLANNING BOARD
381 MAIN STREET
WEST NEWBURY MA 01985
978-363-1100 X125 Fax: 978-363-1119**

June 25, 2019

Board of Selectmen
West Newbury Town Offices
381 Main Street
West Newbury, MA 01985

Dear Honorable Board:

With the beginning of the fiscal year and the change in membership and organization of the Board of Selectmen, the Planning Board found it an opportune time to revisit the Town's *Procedure For Chapter 61, 61A, 61B Right of First Refusals*, adopted February 2016. Please find the document attached. The Planning Board is available should you wish to review the procedure with them.

Regards,

Leah Zambarnardi, AICP, Town Planner
On behalf of the West Newbury Planning Board

Encl.

TOWN OF WEST NEWBURY, MA
PROCEDURE FOR CHAPTER 61, 61A, 61B RIGHT OF FIRST REFUSALS
APPROVED ON FEBRUARY 22, 2016

PURPOSE

M.G.L. Chapters 61, 61A, and 61B provide tax relief for owners of forestland, farmland, and recreational land respectively. (Chapter 61A is most commonly applicable in the Town of West Newbury.) When a landowner intends to convert such land to other uses, the Town has a Right of First Refusal. This document is intended to provide a procedure which promotes consistency, transparency, and fairness when a landowner intends to convert such land. The procedure is intended to ensure that potentially interested town entities become aware of the potential conversion, to allow them to provide input to the Board of Selectmen, and to ensure that the Board of Selectmen have the ability to make a fully informed decision on behalf of the Town.

Note that it is incumbent upon all entities using this procedure to review the applicable laws and consult legal counsel. Details on how to carry out steps in this procedure are detailed in the law and, of course, such steps must comply with the law. After the steps in this procedure are executed, additional steps may be necessary according to the law. The entire law in all its details are not included herein.

Text in this draft of this procedure which is wholly or substantially taken directly from the law is highlighted in light green. MGL 61A, §14, is given in Appendix A and parts of the law that are directly addressed in this procedure are highlighted in yellow.

OVERVIEW

Land currently taxed under MGL Chapters 61, 61A, or 61B cannot be sold for, or converted to, residential, industrial, or commercial use unless the city or town in which the land is located has been notified of that intent.¹ A Notice of Intent shall be sent by the landowner by Certified Mail or hand delivered to the Board of Selectmen, the Assessor, the Planning Board, the Conservation Commission, and the State Forester.² An electronic copy shall also be submitted for transmittal to other town departments as noted below. Receipt of a complete and proper Notice of Intent triggers a period of 120 days during which the Town shall have a Right of First Refusal to match a bona fide offer to purchase the land or to assign this right to another entity.³

¹ MGL 61A, §14, Appendix A, Lines 1-4.

² MGL 61A, §14, Appendix A, Lines 35-38.

³ MGL 61A, §14, Appendix A, Lines 51-53 and Lines 81-82.

PROCEDURE FOR HANDLING NOTIFICATIONS OF INTENT TO CONVERT CHAPTER 61, 61A, OR 61B LAND

When the Board of Selectmen receives a Notice of Intent to sell Chapter 61, 61A, or 61B land for, or convert such land to, residential, industrial, or commercial use, the following procedure will be followed:

1. Town Counsel will review the Notice of Intent to make sure the notice is proper and complete and shall notify the Board of Selectmen of their findings within 2 business days of receipt.
2. If the Notice of Intent is determined to be insufficient, within 30 days of receipt of the Notice, the Town Counsel will notify the landowner in writing that the Notice is insufficient, does not comply, and that no 120 day period has begun.⁴ If the Notice is proper and complete, Town Counsel will notify the landowner of such. In the case of sufficient notice, the start of the 120 day period for the Town to exercise its Right of First Refusal has begun.⁵
3. The Planning Board, Assessor, Conservation Commission, Finance Committee, Historical Commission, Open Space Committee, Park and Recreation Commission, and Water Department are hereafter referred to as the Town Entities. The Executive Administrator to the Board of Selectmen will also provide copies of a bonified Notice by e-mail to the Town Entities. The Executive Administrator to the Board of Selectmen will ascertain that the Notice was received by the Town Entities.
4. The Town Entities will promptly review the Notice and decide whether to make a written recommendation to the Board of Selectmen. Such recommendations will state whether the land in question is viewed by that entity as valuable to the Town and, if so, why.
5. The Board of Selectmen will set an agenda item at the next available meeting that will still allow the Town Entities a reasonable opportunity to prepare recommendations and the Town Entities and abutters of the subject property will be notified of the time and date of this meeting. Town Entities not providing feedback within 7 days of being notified or at the Board of Selectmen's meeting will be assumed as not wishing to offer a recommendation.
6. Only after consideration of the recommendations of the Town Entities, the responses of other interested parties, and discussion at the Board of Selectmen's meeting, the Board of Selectmen may determine that it will not exercise the Town's Right of First Refusal and, in such cases, the Board of Selectmen will promptly send written notice of non-exercise to the landowner.⁶ If, however, the Board of Selectmen deems that further investigation into exercising the Right of First Refusal is warranted, the board shall arrange for a Public Meeting and provide proper notice of such to the public per Section 20 of Chapter 30A⁷ Furthermore, the Board shall also promptly arrange for an impartial appraisal, performed by a certified appraiser.⁸ A decision at this time to further investigate the Right of First Refusal does not constitute any obligation on the Town to eventually exercise that right.

⁴ MGL 61A, §14, Appendix A, Lines 48-50.

⁵ MGL 61A, §14, Appendix A, Lines 51-53. The 120 day period begins running on the day following the latest date of deposit of the notice in the United States mail or when the notice has been hand delivered to the Board of Selectmen.

⁶ MGL 61A, §14, Appendix A, Lines 118-120.

⁷ MGL 61A, §14, Appendix A, Lines 68, 70-71, and 84-85 refer to a "Public Hearing" saying that "the board will arrange for a Public Hearing and provide proper notice of such to the public per Section 23B of Chapter 39. Section 23B of Chapter 39 has been repealed, however, and, therefore, by the recommendation of Michael McCarron, this procedure instead makes reference to Section M.G.L. c. 30A, §§ 18-25 by substituting the phrase "Public Meeting" wherever "Public Hearing" had been used.

⁸ MGL 61A, §14, Appendix A, Lines 54-58. The law requires an appraisal if no purchase and sale agreement has been received but the law does not require such if there is a purchase and sale agreement. Requiring it here, even if a purchase and sale agreement has been received, seems necessary and prudent.

7. There may or may not be a purchase and sale agreement received with the Notice of Intent. If a purchase and sale agreement was received, the Board of Selectmen will compare the Town's appraisal with that agreement and take any discrepancies into consideration. If no purchase and sale agreement was received, the Town's appraisal shall be completed and delivered to the landowner within 30 days of the properly submitted Notice of Intent. If the landowner is dissatisfied with the appraisal, the landowner, at the landowner's expense, may contract for a second appraisal to be completed within the first 60 days of the 120 day period. If after the completion of this second appraisal, the municipality and the landowner cannot agree on a price, both parties must contract for a third appraisal with a mutually agreed upon Appraiser, splitting the cost evenly. The third appraisal is the final determination of price, and must be delivered to the parties within the first 90 days of the 120 day period.⁹
8. The Public Meeting shall take place in time to consider the additional input from the Town, have more discussions, and allow for the process to be complete before the end of the 120 day period. The date for the Public Meeting shall be as soon as possible and preferably not greater than 104 days from the start of the 120 day period, thus assuring the appraisal process is complete and the appraisal value is known.
9. Only after the Public Meeting¹⁰ and after the appraisal process is complete and before 120 day period has ended¹¹, the Board of Selectmen has the sole authority to decide whether to exercise the Right of First Refusal either by exercising the option directly or by assigning the right to a non-profit conservation organization, the Commonwealth, or any of the Commonwealth's political subdivisions.¹² Whichever the decision, the Board of Selectmen shall notify the landowner by certified mail and record a notice of exercise or non-exercise at the Registry Deeds.¹³
10. If the Town fails to act within the 120 day period, the Town is deemed to have failed to exercise the Right of First Refusal and the conversion of the sale of the land, but only on the same terms as contained in the purchase agreement.¹⁴
11. If the Board of Selectmen decides to exercise its option, the board shall (not necessarily in this order):
 - Promptly record the notice of the Town's exercise of the option at the Registry of Deeds as part of an affidavit of a notary public.
 - Promptly notify the landowner by certified mail, at the address specified in the landowner's notice, of the Town's intent to exercise its option.
 - Schedule a Town meeting to be held during the 120-day period, for the purpose of appropriating funds to purchase the property, place a warrant article on the town warrant for this purpose, and schedule an override vote (if necessary) for the purpose of authorizing expenditure of funds. The town meeting and override vote must occur within Town's 120-day period, unless an extension of this deadline is agreed to in writing between the Town of West Newbury and the seller.
 - Complete purchase of the property within 90 days of West Newbury's notice of its decision to exercise its right of first refusal, unless otherwise agreed to in writing by the landowner.

⁹ MGL 61A, §14, Appendix A, Lines 54-65.

¹⁰ MGL 61A, §14, Appendix A, Lines 68.

¹¹ MGL 61A, §14, Appendix A, Lines 54-66.

¹² MGL 61A, §14, Appendix A, Lines 81-82 and Lines 86-92. If the Board of Selectmen decide to assign the Right of First Refusal to a qualifying entity, the assignment shall be for the purpose of maintaining no less than 70% of the land as land that would qualify for Chapter 61A or Chapter 61B protection and in no case shall the assignee develop a greater proportion of the land than was proposed by the developer whose offer gave rise to the assignment. All land other than land that is to be developed shall then be bound by a permanent deed restriction that meets the requirements of chapter 184.

¹³ MGL 61A, §14, Appendix A, Lines 68-69, 72, 93-95, 118-120, and 122-125.

¹⁴ MGL 61A, §14, Appendix A, Lines 99-100.

12. If The Board of Selectmen desires to assign its right of first refusal to a qualified land trust/conservation agency, the board shall:
- At a public meeting during the 120-day period, vote to assign its right of first refusal to the organization, setting forth any terms and conditions of the assignment. [Note: the conservation organization or the Commonwealth or any of its political subdivisions must conserve at least 70% of the property in a use consistent with one of the three Chapters, or no less a percentage conserved than proposed by the developer whose offer gave rise to the assignment, whichever is greater, but may be permitted to undertake a limited development on the balance of the property. The Board of Selectmen may place conditions on this use; for example the number of lots in the limited development can be specified.]
 - Record the notice to assign its right of first refusal at the Registry of Deeds as part of an affidavit of a notary public during the 120-day period.
 - Notify the landowner by certified mail during the 120-day period, at the address specified in the landowner's notice, of Town's intent to assign its option to a non-profit conservation organization, or governmental agency stating the name and address of the assignee and the terms and conditions of the assignment.
 - Assignee must complete the purchase of the property within 90 days of West Newbury's notification to the landowner that it has assigned its right of first refusal, unless otherwise agreed to in writing by the landowner.
13. If the Board of Selectmen decides to forgo its right of first refusal, the board should:
- Record a limited waiver of its rights of first refusal under Chapter 61, at the Registry of Deeds. Any waiver of West Newbury's rights should be specific to the proposed purchase terms so that if new terms are negotiated or if the sale falls through and a new proposal comes forth, the right of first refusal is triggered anew and the 120-day clock will begin again.
 - The Town of West Newbury shall use as much of the 120-day period as is necessary to properly evaluate the property and the potential of exercising or assigning the right of first refusal. It is possible that the Town may decide that it cannot afford to purchase the property, but any such choice should be thoroughly discussed and researched before making such a determination. Where there is consensus on the absence of conservation value or where the Town has negotiated a signed agreement with the landowner and/or developer that meets the municipal needs with regard to the property, the Town may choose not to exercise its right. Any such negotiations, however, should occur in consultation with the Town Entities.

At any time during this process, the landowner has the right to revoke the Notice of Intent with no recourse to either party.¹⁵ In such cases, the land cannot be sold for or converted to other purposes.

¹⁵ MGL 61A, §14, Appendix A, Lines 66-67.

REQUIREMENTS FOR THE NOTICE OF INTENT

It is the responsibility of the landowner to prepare and deliver a complete and proper Notice of Intent. The notice must include the following items:

1. The name, address, and telephone of the landowner and the landowner's attorney, if any.¹⁶
2. A statement of intent to sell Chapter 61, 61A, or 61B land for, or convert such land to, residential, industrial, or commercial use.¹⁷
3. A statement of proposed use of the land.¹⁸
4. The location and acreage of the land as shown on the Assessors' Map.¹⁹
5. In the case of an intent to sell, a certified copy of an executed Purchase and Sale agreement specifying the purchase price and all terms and conditions of the proposed sale, which is limited only to the property classified under the Chapter, and which shall be a bona fide offer.²⁰ A bona fide offer is a good faith offer not dependent upon potential changes to current zoning or conditions or contingencies relating to the potential for, or the potential extent of, subdivision of the property for residential use or the potential for, or the potential extent of, development of the property for industrial or commercial use.²¹
6. Any additional agreements or a statement of any additional consideration for any contiguous land under the same ownership, and not classified under the Chapter, but sold or to be sold contemporaneously with the proposed sale.²²
7. In the case of an intent to convert the land to another use, the landowner must also notify the Town of the landowner's attorney, if any.²³

REFERENCES

MGL Part I, Title IX, Chapter 61A, Section 14.

Conservation and Land Use Planning under Massachusetts' Chapter 61 Laws: A Primer for Cities, Towns, & Conservation Organizations, 2nd ed., November 2007.

¹⁶ MGL 61A, §14, Appendix A, Line 15 and 33-34.

¹⁷ MGL 61A, §14, Appendix A, Lines 1-2 and 12.

¹⁸ MGL 61A, §14, Appendix A, Lines 12-13 and 301-32.

¹⁹ MGL 61A, §14, Appendix A, Lines 13-14.

²⁰ MGL 61A, §14, Appendix A, Lines 16-19.

²¹ MGL 61A, §14, Appendix A, Lines 24-28.

²² MGL 61A, §14, Appendix A, Lines 20-23.

²³ MGL 61A, §14, Appendix A, Lines 33-34.

APPENDIX A

MGL CHAPTER 61A "ASSESSMENT AND TAXATION OF AGRICULTURAL AND HORTICULTURAL LAND"

SECTION 14 "SALE FOR OR CONVERSION TO RESIDENTIAL OR COMMERCIAL USE; NOTICE OF INTENT TO CITY OR TOWN; OPTION TO PURCHASE; ASSIGNMENT OF OPTION"

1 Section 14. Land taxed under this chapter shall not be sold for, or converted to, residential,
2 industrial or commercial use while so taxed or within 1 year after that time unless the city or
3 town in which the land is located has been notified of the intent to sell for, or to convert to, that
4 other use.

5 The discontinuance of forest certification shall not, in itself, for the purposes of this section, be
6 considered a conversion. Specific use of land for a residence for the owner, the owner's spouse
7 or a parent, grandparent, child, grandchild, or brother or sister of the owner, or surviving
8 husband or wife of any deceased such relative, or for living quarters for any persons actively
9 employed full-time in the agricultural or horticultural use of such land, shall not be a conversion
10 for the purposes of this section, and a certificate of the board of assessors, recorded with the
11 registry of deeds, shall conclusively establish that particular use.

12 Any notice of intent to sell for other use shall be accompanied by a statement of intent to sell, a
13 statement of proposed use of the land, the location and acreage of land as shown on a map
14 drawn at the scale of the assessors map in the city or town in which the land is situated, and the
15 name, address and telephone number of the landowner.

16 Any notice of intent to sell for other use shall be accompanied by a certified copy of an executed
17 purchase and sale agreement specifying the purchase price and all terms and conditions of the
18 proposed sale, which is limited to only the property classified under this chapter, and which shall
19 be a bona fide offer as described below.

20 Any notice of intent to sell for other use shall also be accompanied by any additional agreements
21 or a statement of any additional consideration for any contiguous land under the same
22 ownership, and not classified under this chapter, but sold or to be sold contemporaneously with
23 the proposed sale.

24 For the purposes of this chapter, a bona fide offer to purchase shall mean a good faith offer, not
25 dependent upon potential changes to current zoning or conditions or contingencies relating to
26 the potential for, or the potential extent of, subdivision of the property for residential use or the
27 potential for, or the potential extent of development of the property for industrial or commercial
28 use, made by a party unaffiliated with the landowner for a fixed consideration payable upon
29 delivery of the deed.

30 Any notice of intent to convert to other use shall be accompanied by a statement of intent to
31 convert, a statement of proposed use of the land, the location and acreage of land as shown on
32 a map drawn at the scale of the assessors map in the city or town in which the land is situated,
33 the name, address and telephone number of the landowner and the landowner's attorney, if any.

34 The notice of intent to sell or convert shall be sent by the landowner by certified mail or hand
35 delivered to the mayor and city council of a city, or board of selectmen of a town, and in the
36 case of either a city or a town, to its board of assessors, to its planning board and conservation
37 commission, if any, and to the state forester.

38 A notarized affidavit that the landowner has mailed or delivered a notice of intent to sell or
39 convert shall be conclusive evidence that the landowner has mailed the notice in the manner

40 and at the time specified. Each affidavit shall have attached to it a copy of the notice of intent
41 to which it relates.

42 The notice of intent to sell or convert shall be considered to have been duly mailed if addressed
43 to the mayor and city council or board of selectmen in care of the city or town clerk; to the
44 planning board and conservation commission if addressed to them directly; to the state forester
45 if addressed to the commissioner of the department of conservation and recreation; and to the
46 assessors if addressed to them directly.

47 If the notice of intent to sell or convert does not contain all of the material described above, then
48 the town or city, within 30 days after receipt, shall notify the landowner in writing that notice is
49 insufficient and does not comply.

50 For a period of 120 days after the day following the latest date of deposit in the United States
51 mail of any notice which complies with this section, the city or town shall have, in the case of
52 intended sale, a first refusal option to meet a bona fide offer to purchase the land.

53 In the case of intended or determined conversion not involving sale, the municipality shall have
54 an option to purchase the land at full and fair market value to be determined by an impartial
55 appraisal performed by a certified appraiser hired at the expense of the municipality or its
56 assignee, the original appraisal to be completed and delivered to the landowner within 30 days
57 after the notice of conversion to the municipality. In the event that the landowner is dissatisfied
58 with the original appraisal, the landowner may, at the landowner's expense, contract for a second
59 appraisal, to be completed within 60 days after the delivery of the notice to convert. If, after
60 completion of the second appraisal, the parties cannot agree on a consideration, the parties will
61 contract with a mutually acceptable appraiser for a third appraisal whose cost will be borne
62 equally by both parties. The third appraisal shall be delivered to both parties within 90 days after
63 the notice of conversion to the municipality and shall be the final determination of consideration.
64 Upon agreement of a consideration, the city or town shall then have 120 days to exercise its
65 option. During the appraisal process, the landowner may revoke the intent to convert at any
66 time and with no recourse to either party.

67 The option may be exercised only after a public hearing followed by written notice signed by
68 the mayor or board of selectmen, mailed to the landowner by certified mail at the address that
69 is specified in the notice of intent. Notice of public hearing shall be given in accordance with
70 section 23B of chapter 39.

71 The notice of exercise shall also be recorded at the registry of deeds and shall contain the
72 name of the record owner of the land and description of the premises adequate for
73 identification of them.

74 The notice to the landowner of the city or town's election to exercise its option shall be
75 accompanied by a proposed purchase and sale contract or other agreement between the city
76 or town and the landowner which, if executed, shall be fulfilled within a period of not more
77 than 90 days after the date the contract or agreement, endorsed by the landowner, is returned
78 by certified mail to the mayor or board of selectmen, or upon expiration of any extended
79 period that the landowner has agreed to in writing, whichever is later.

80 At the public hearing or a further public hearing, the city or town may assign its option to a
81 nonprofit conservation organization or to the commonwealth or any of its political subdivisions
82 under the terms and conditions that the mayor or board of selectmen may consider

83 appropriate. Notice of public hearing shall be given in accordance with section 23B of chapter
84 39.

85 The assignment shall be for the purpose of maintaining no less than 70 per cent of the land in
86 use as forest land as defined in section 1, as agricultural and horticultural land as defined in
87 sections 1 and 2 of chapter 61A or as recreation land as defined in section 1 of chapter 61B,
88 and in no case shall the assignee develop a greater proportion of the land than was proposed
89 by the developer whose offer gave rise to the assignment. All land other than land that is to be
90 developed shall then be bound by a permanent deed restriction that meets the requirements of
91 chapter 184.

92 If the first refusal option has been assigned to a nonprofit conservation organization or to the
93 commonwealth or any of its political subdivisions as provided in this section, the mayor or
94 board of selectmen shall provide written notice of assignment to the landowner.

95 The notice of assignment shall state the name and address of the organization or agency of the
96 commonwealth which will exercise the option in addition to the terms and conditions of the
97 assignment. The notice of assignment shall be recorded with the registry of deeds.

98 Failure to record either the notice of exercise or the notice of assignment within the 120 day
99 period shall be conclusive evidence that the city or town has not exercised its option.

100 If the option has been assigned to a nonprofit conservation organization or to the
101 commonwealth or any of its political subdivisions, the option may be exercised by the assignee
102 only by written notice to the landowner signed by the assignee, mailed to the landowner by
103 certified mail at the address that is specified in the notice of intent. The notice of exercise shall
104 also be recorded with the registry of deeds and shall contain the name of the record owner of
105 the land and description of the premises adequate for identification of them.

106 The notice of exercise to the landowner shall be accompanied by a proposed purchase and sale
107 contract or other agreement between the assignee and landowner which, if executed, shall be
108 fulfilled within a period of not more than 90 days, or upon expiration of any extended period
109 the landowner has agreed to in writing, from the date the contract or agreement, endorsed by
110 the landowner, is returned by certified mail to the assignee.

111 During the 120 day period, the city or town or its assignees, shall have the right, at reasonable
112 times and upon reasonable notice, to enter upon the land for the purpose of surveying and
113 inspecting the land, including, but not limited to, soil testing for purposes of Title V and the
114 taking of water samples.

115 The city or town or its assignee shall have all rights assigned to the buyer in the purchase and
116 sale agreement contained in the notice of intent.

117 If the city or town elects not to exercise the option, and not to assign its right to exercise the
118 option, the city or town shall send written notice of nonexercise, signed by the mayor or board
119 of selectmen, to the landowner by certified mail at the address that is specified in the notice of
120 intent. The notice of nonexercise shall contain the name of the owner of record of the land and
121 description of the premises adequate for identification of them and shall be recorded with the
122 registry of deeds.

123 No sale or conversion of the land shall be consummated until the option period has expired or
124 the notice of nonexercise has been recorded with the registry of deeds, and no sale of the land
125 shall be consummated if the terms of the sale differ in any material way from the terms of the
126 purchase and sale agreement which accompanied the bona fide offer to purchase as described
127 in the notice of intent to sell except as provided in this section.

128 This section shall not apply to a mortgage foreclosure sale, but the holder of a mortgage shall,
129 at least 90 days before a foreclosure sale, send written notice of the time and place of the sale
130 to the parties in the manner described in this section for notice of intent to sell or convert, and
131 the giving of notice may be established by an affidavit as described in this section.