



Town of West Newbury

Board of Selectmen

Monday, August 20, 2018 @ 6:30pm
381 Main Street, Town Office Building
www.wnewbury.org

RECEIVED
TOWN CLERK
WEST NEWBURY, MA

2018 AUG 16 PM 12: 24

AGENDA

Executive Session: 6:30pm in the Town Manager's Office

- MGL Chapter 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;
- Review of Executive Session Minutes dated May 2, 2018, May 14, 2018 and May 23, 2018

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.
- DPW Director Gary Bill retiring after 20 years of service to the Town of West Newbury

Communications

- A. DHCD letter approving West Newbury Housing Production Plan
- B. MassDOT Notice of Public Meeting on I-495 Haverhill Bridge Replacement, Wed. Aug 29 at 6:30pm

Regular Business

- C. Karen Tyler, Veterans' Service Officer: State Dept of Veteran Services Ch.115 Report
- D. Board of Health: Proposed funding for increased FY'19 recycling costs
- E. West Newbury Riding & Driving Club: Special Event Permit
- F. Update on School Building Committee/School Committee selection of preferred design for High School Project, and potential Pentucket acquisition of abutting parcel
- G. Review of proposed location for relocation of public safety sign to accommodate new LED sign
- H. Request authorization to sell old police cruiser to dealership as part of trade for new cruiser
- I. Proposed MOU from the City of Newburyport for Police Services
- J. Proposed changes to job description for Police Corporal
- K. FY'19 Pump out agreement with the Town of Salisbury
- L. Proposed policy: Disposition of low value items
- M. Update on Stormwater Management staff working group and NOI due on October 1, 2018
- N. Update on Pipestave Parking, Circulation and Land Use Advisory Committee; proposed changes to Committee composition; and proposal for CPC funding for parking, circulation improvements
- O. Continued review of Board/staff communication protocols
- P. Appointments/Reappointments
- Q. Selectmen's Meeting minutes dated June 25, 2018 and July 23, 2018

Town Manager Updates

- R. Update on Bicentennial Committee progress, and appearance at Sept. 4th Board of Selectmen meeting
- S. Update on recent and scheduled meetings with Auditors, Dept. of Revenue, Essex County Retirement
- T. Follow up meeting assignments
- U. Placing items for future agendas



Commonwealth of Massachusetts
DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Janelle L. Chan, Undersecretary

A

August 1, 2018

Mr. Glen A Kemper, Chairman
West Newbury Board of Selectman
381 Main Stet
West Newbury, MA 01985

RECEIVED
AUG 06 2018
TOWN MANAGER
TOWN OF WEST NEWBURY

Dear Mr. Kemper:

The Department of Housing and Community Development (DHCD) approves the Town of West Newbury's Housing Production Plan (HPP) pursuant to 760 CMR 56.03(4). The effective date for the HPP is June 18, 2018; the date that DHCD received a complete plan. The HPP has a five year term and will expire on June 17, 2023.

Approval of your HPP allows the Town to request DHCD's Certification of Municipal Compliance when:

- Housing units affordable to low and moderate income households have been produced during one calendar year, the same calendar year for which certification is requested totaling at least 0.5% (8 units) of year round housing units.
- All units produced are eligible to be counted on the Subsidized Housing Inventory (SHI). If you have questions about eligibility for the SHI, please visit our website at: www.mass.gov/dhcd.
- All units have been produced in accordance with the approved HPP and DHCD Guidelines.

I applaud your efforts to plan for the housing needs of West Newbury. Please contact Phillip DeMartino, Technical Assistance Coordinator, at [REDACTED] if you need assistance as you implement your HPP.

Sincerely,

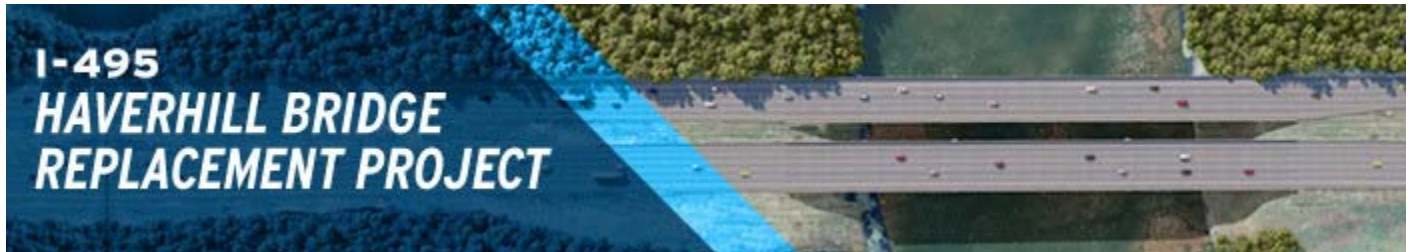
Louis Martin
Associate Director

cc Senator Bruce E. Tarr
Representative Leonard Mirra
Angus Jennings, Town Manager, West Newbury

Town Manager

From: MassDOT <massDOT@public.govdelivery.com>
Sent: Thursday, August 16, 2018 10:49 AM
To: Town Manager
Subject: I-495 Haverhill Bridge Replacement Project Update: Public Meeting, 8/29

B



You are subscribed to I-495 Haverhill Bridge Replacement Project Updates from the Massachusetts Department of Transportation.

**The Massachusetts Department of Transportation invites you to a
Public Meeting
on the
I-495 Haverhill Bridge Replacement Project
Wednesday, August 29, 2018 at 6:30 PM
Haverhill City Hall, Room 301
[4 Summer Street, Haverhill, MA 01830](https://www.mass.gov/i495haverhillbridge)**

MassDOT's project to replace and widen existing bridges carrying Interstate 495 over the Merrimack River in Haverhill will begin soon. MassDOT's Design/Build contractor, SPS New England, anticipates starting major project construction in fall 2018. Upcoming early action work in the project area will include utility relocations, surveying, and tree and brush clearing.

The project will address structural and functional deficiencies. It also includes widening and reconstructing ramps, realigning the roadway, improving the roadway drainage system, constructing pier protection barriers for existing bridge piers at the River Street (Exit 49) and Route 125 Connector (Exit 48) overpasses, and improving signage and pavement markings.

At this meeting, MassDOT and the project team will present construction phasing and a schedule overview, discuss traffic management, and respond to questions regarding the project.

For more information, visit the project website at www.mass.gov/i495haverhillbridge.

For project questions or comments, please email I495HaverhillBridge@dot.state.ma.us or contact Dan Fielding, MassDOT Highway Division Legislative Liaison, at (857) 368-8959.

Please share this information with anyone you think will be interested in the project, and encourage them to [sign up for email alerts](#) for traffic updates and meeting announcements.

This location is accessible to people with disabilities. MassDOT provides reasonable accommodations and/or language assistance free of charge upon request (including but not limited to interpreters in American Sign Language and languages other than English, open or closed captioning for videos, assistive listening devices and alternate material formats, such as audio tapes, Braille and large print), as available. For accommodation or language assistance, please contact MassDOT's Chief Diversity and Civil Rights Officer by phone (857-368-8580), fax (857-368-0602), TTD/TTY (857-368-0603) or by email MASSDOT.CivilRights@dot.state.ma.us. Requests should be made as soon as possible prior to the meeting, and for more difficult to arrange services including sign-language, CART or language translation or interpretation, requests should be made at least ten business days before the meeting.

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If information is needed in another language, please contact the MassDOT Title VI Specialist by phone at (857) 368-8580.

Caso esta informação seja necessária em outro idioma, favor contar o Especialista em Título VI do MassDOT pelo fone 857-368-8580.

Si necesita información en otro lenguaje, favor contactar al especialista de MassDOT del Título VI al 857-368-8580.

如果需要使用其它语言了解信息，请联系马萨诸塞州交通部（MassDOT）《民权法》第六章专职人员，电话 857-368-8580。

如果需要使用其它语言了解信息，請聯系馬薩諸塞州交通部（MassDOT）《民權法》第六章專職人員，電話 857-368-8580。



Questions?
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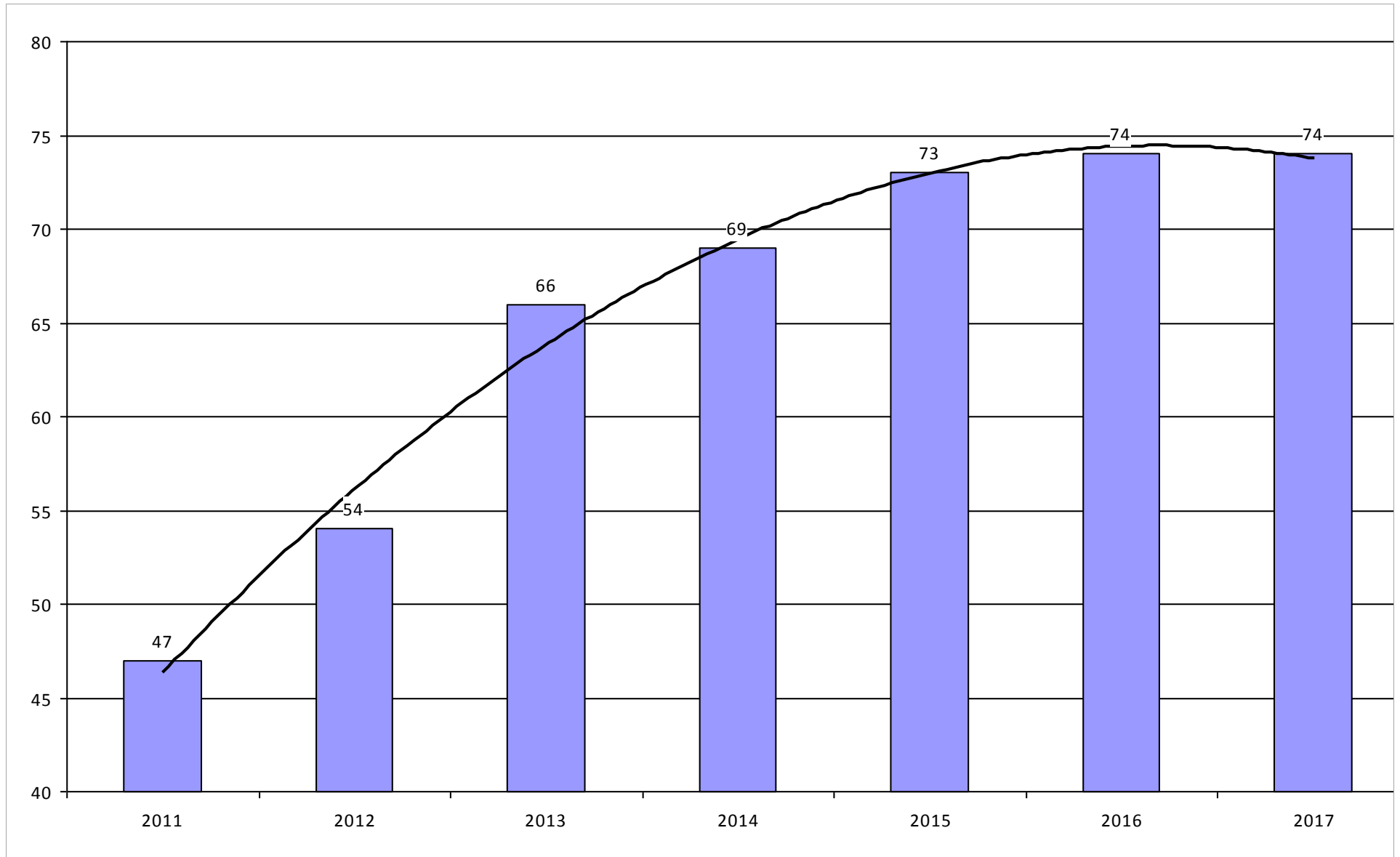
District VSO	Karen Tyler	District Population	57,442	Average Per Capita Income	\$44,086	<i>Italic = District</i>	
Community Ipswich	Population 13,835	Community Georgetown	Population 8,635	Community Hamilton	Population 8,178	Community Newbury	Population 7,009
Rowley	6,299	Wenham	5,186	West Newbury	4,605	Essex	3,695

Comparison of the District managed by Karen Tyler to similar communities and districts of the same population

Community	Population	Per Capita Income	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
Revere	53,157	\$26,092	156	156	150	147	130	116	113
Weymouth	55,972	\$34,832	63	64	61	73	81	84	77
Chicopee	55,991	\$24,810	128	114	115	105	95	99	88
Taunton	56,843	\$26,446	136	131	142	148	148	140	116
Medford	57,213	\$35,476	24	24	28	29	31	24	24
Karen Tyler	57,442	\$44,086	47	54	66	69	73	74	74
<i>Rick Voutour</i>	<i>57,904</i>	<i>\$32,670</i>	<i>63</i>	<i>68</i>	<i>72</i>	<i>83</i>	<i>85</i>	<i>86</i>	<i>88</i>
<i>Nicholas Charbonneau</i>	<i>58,594</i>	<i>\$54,040</i>	<i>21</i>	<i>22</i>	<i>25</i>	<i>32</i>	<i>34</i>	<i>33</i>	<i>39</i>
Brookline	59,126	\$65,340	20	22	24	26	25	22	19
Plymouth	59,303	\$35,369	126	119	118	121	119	104	98
<i>Michael Trombley</i>	<i>60,679</i>	<i>\$30,382</i>	<i>27</i>	<i>31</i>	<i>42</i>	<i>50</i>	<i>52</i>	<i>52</i>	<i>51</i>
Averages	57,475	\$37,231	73.73	73.18	76.64	80.27	79.36	75.82	71.55

Comparison of the District managed by Karen Tyler to similar communities and districts of the same PerCapita income

Community	Population	Per Capita Income	Rank	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
Norfolk	11,723	\$43,151	312	2	3	4	5	6	6	5
Marshfield	25,807	\$43,291	313	62	61	55	58	60	57	51
Georgetown	8,635	\$43,297	314	9	9	11	9	8	8	7
Medway	13,308	\$43,335	315	6	5	11	12	14	16	19
Northborough	14,994	\$43,878	316	1	2	2	4	4	5	6
Karen Tyler	57,442	\$44,086	317	47	54	66	69	73	74	74
Chilmark	916	\$44,195	318	0	0	0	0	0	0	0
Berlin	3,127	\$44,297	319	0	1	2	3	4	3	3
Hamilton	8,178	\$44,500	320	2	1	1	2	2	2	5
Watertown	35,025	\$44,732	321	14	18	20	25	26	25	24
Wrentham	11,715	\$45,019	322	7	6	7	6	6	7	4
Averages	17,352	\$43,980		13.64	14.55	16.27	17.55	18.45	18.45	18.00



District VSO Karen Tyler

District Population 57,442

Average Per Capita Income \$44,086

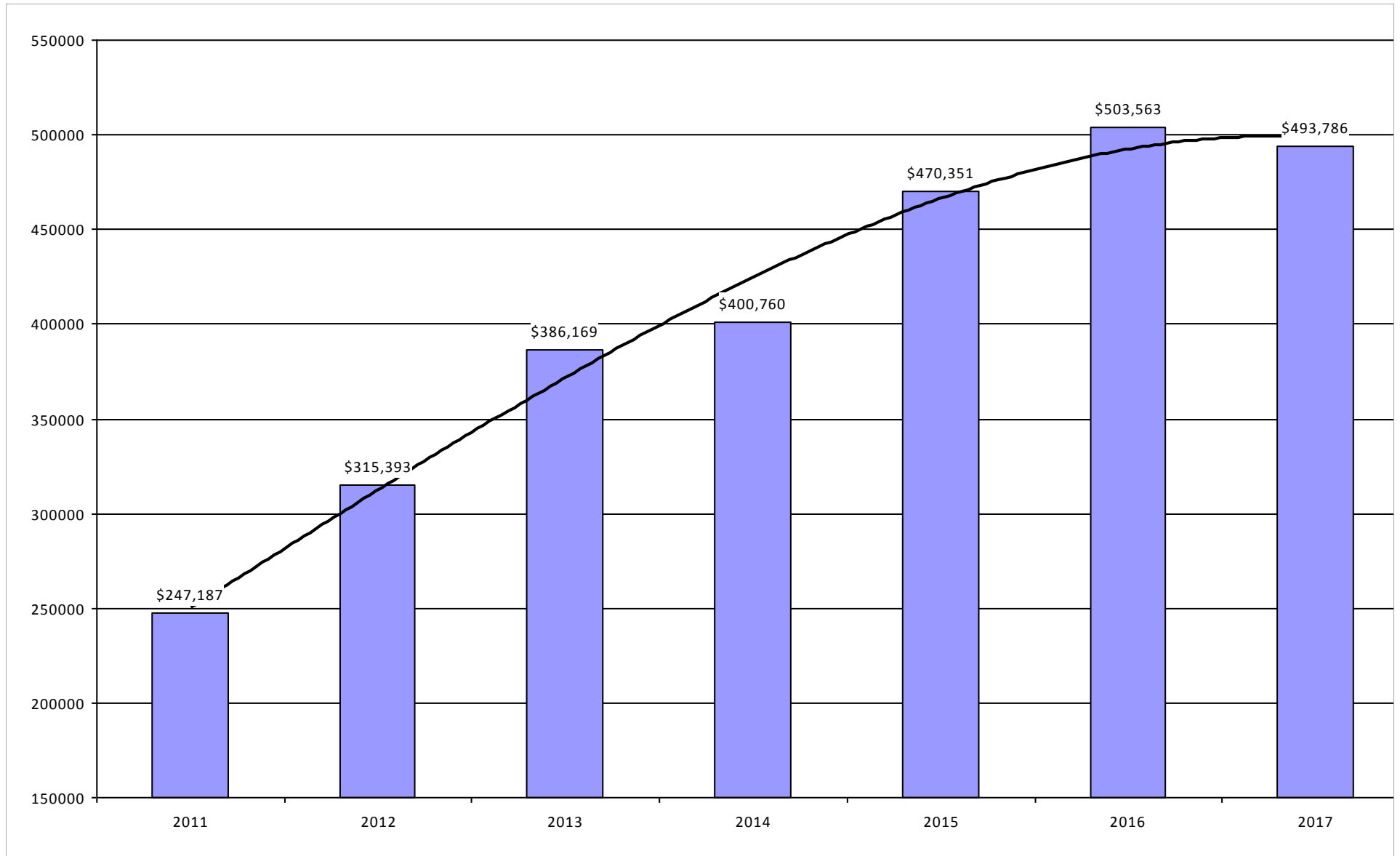
Italic = District

Comparison of the District managed by Karen Tyler to similiar communities and districts of the same population

Community	Population	Per Capita Income	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
Revere	53,157	\$26,092	\$1,019,019	\$1,000,313	\$989,261	\$936,921	\$858,750	\$752,114	\$744,818
Weymouth	55,972	\$34,832	\$386,603	\$414,367	\$449,463	\$570,352	\$591,828	\$601,965	\$551,582
Chicopee	55,991	\$24,810	\$851,702	\$729,889	\$707,752	\$612,562	\$595,883	\$560,899	\$533,923
Taunton	56,843	\$26,446	\$893,487	\$846,431	\$941,912	\$931,994	\$892,328	\$858,944	\$694,007
Medford	57,213	\$35,476	\$164,318	\$184,023	\$220,844	\$224,789	\$229,368	\$196,112	\$182,717
<i>Karen Tyler</i>	<i>57,442</i>	<i>\$44,086</i>	<i>\$247,187</i>	<i>\$315,393</i>	<i>\$386,169</i>	<i>\$400,760</i>	<i>\$470,351</i>	<i>\$503,563</i>	<i>\$493,786</i>
<i>Rick Voutour</i>	<i>57,904</i>	<i>\$32,670</i>	<i>\$382,015</i>	<i>\$380,945</i>	<i>\$414,358</i>	<i>\$452,378</i>	<i>\$540,060</i>	<i>\$469,630</i>	<i>\$478,480</i>
<i>Nicholas Charbonne</i>	<i>58,594</i>	<i>\$54,040</i>	<i>\$111,325</i>	<i>\$122,156</i>	<i>\$156,843</i>	<i>\$207,295</i>	<i>\$248,902</i>	<i>\$235,110</i>	<i>\$249,251</i>
Brookline	59,126	\$65,340	\$121,329	\$115,812	\$122,249	\$141,064	\$147,121	\$137,933	\$120,567
Plymouth	59,303	\$35,369	\$838,700	\$789,755	\$865,210	\$829,606	\$779,644	\$654,699	\$649,653
<i>Michael Trombley</i>	<i>60,679</i>	<i>\$30,382</i>	<i>\$225,199</i>	<i>\$265,493</i>	<i>\$340,583</i>	<i>\$404,978</i>	<i>\$402,955</i>	<i>\$393,763</i>	<i>\$370,080</i>
Averages	57,475	\$37,231	\$476,444	\$469,507	\$508,604	\$519,336	\$523,381	\$487,703	\$460,806

Comparison of the District managed by Karen Tyler to similiar communities and districts of the same PerCapita income

Community	Population	Per Capita Income	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
Norfolk	11,723	\$43,151	\$8,764	\$12,681	\$29,795	\$26,984	\$34,372	\$25,229	\$23,130
Marshfield	25,807	\$43,291	\$351,135	\$361,016	\$318,987	\$329,580	\$357,390	\$304,345	\$278,255
Georgetown	8,635	\$43,297	\$46,337	\$37,610	\$47,987	\$39,005	\$37,583	\$45,749	\$40,231
Medway	13,308	\$43,335	\$41,337	\$39,597	\$71,509	\$84,324	\$109,485	\$121,082	\$116,383
Northborough	14,994	\$43,878	\$4,987	\$18,500	\$13,353	\$25,034	\$15,196	\$31,126	\$34,032
<i>Karen Tyler</i>	<i>57,442</i>	<i>\$44,086</i>	<i>\$247,187</i>	<i>\$315,393</i>	<i>\$386,169</i>	<i>\$400,760</i>	<i>\$470,351</i>	<i>\$503,563</i>	<i>\$493,786</i>
Chilmark	916	\$44,195	\$125	\$86	\$88	\$92	\$97	\$99	\$0
Berlin	3,127	\$44,297	\$460	\$7,875	\$10,768	\$16,058	\$16,456	\$15,119	\$11,084
Hamilton	8,178	\$44,500	\$16,667	\$10,755	\$15,530	\$20,902	\$13,225	\$17,934	\$33,020
Watertown	35,025	\$44,732	\$90,734	\$116,133	\$122,668	\$149,822	\$150,219	\$163,466	\$183,011
Wrentham	11,715	\$45,019	\$39,095	\$36,449	\$40,613	\$39,082	\$45,654	\$37,344	\$24,906
Averages	17,352	\$43,980	\$76,984	\$86,918	\$96,133	\$102,877	\$113,639	\$115,005	\$112,531





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 18, 2018
RE: FY19 Recycling Costs

As you know, the Board of Health has proposed an FY19 budget adjustment of up to \$50,000 to renegotiate its contract with the current vendor. The proposed additional funding is to offset direct costs now experienced by the vendor as a result of fundamental changes in the U.S. recycling market. The contract, with a vendor that has performed well over the years, is valid through June 30, 2020.

The framework for current discussions between the Board and vendor is the contract language at item 7: "In the event that unforeseen expenses arise in the collection of the Town's solid waste and recyclables (e.g. inflated fuel costs, above average population increases), the Town agrees to negotiate in good faith necessary price increases to offset such expenses to the Contractor."

After receipt of the BoH memo, I conveyed questions to the Board (through the Health Agent) on behalf of members of the Board of Selectmen and Finance Committee. I attended the BoH meeting on August 14 at which they took up these questions.

At the meeting, the vendor documented that the proposed cost increase – which was based on the BoH estimate of an incremental cost of \$100/ton for recycling disposal times a (conservative) estimate of 5,000 tons/year – is a direct pass-through, i.e. not marked up; and agreed to revise future billing to break out the costs clearly.

As I have previously advised the Board, I was not surprised to receive the BoH proposal of additional costs based on what is known to be a sea change in the recycling market. I recommend the 7-minute video at the following link, which is well worth the time:

<https://www.nbcboston.com/news/business/US-Struggles-With-What-to-Do-With-Tons-of-Recycled-Material-489971551.html>

Materials from the recent BoH meeting are enclosed, and the Board will be represented at Monday's Board of Selectmen meeting.



TOWN OF WEST NEWBURY
BOARD OF HEALTH

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

PHONE 978-363-1100
FAX 978-363-1119

MEMORANDUM

RECEIVED

JUL 25 2018

BOARD OF SELECTMEN
TOWN OF WEST NEWBURY

DATE: July 24, 2018

TO: The Board of Selectmen
Town Manager
Finance Committee

FROM: The Board of Health

RE: **FY19 Request for additional funds**

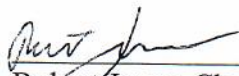
On July 17, 2018, The Board of Health met with Jason Mello of G. Mello Disposal to discuss the current predicament recycling services now face. Local recycling facilities have previously brought the recyclables to China for final processing. However, China has passed, and is currently enforcing a policy known as "China's National Sword" and this policy has effectively closed the door to the processing facilities, leaving very few facilities that will accept single-stream recycled materials. With nowhere to bring these materials, they have been piling up at facilities across America and resulted in skyrocketing fees.

West Newbury is not alone in this crisis and the surrounding cities and towns are being forced to renegotiate their recycling contracts. We have recently learned that communities across the country have suspended recycling for the foreseeable future since there is no cost effective place that can process the collected materials.

After a lengthy discussion with Mr. Mello, the Board reviewed information regarding recycling costs which are currently \$94.47 per ton. (As a point of reference, FY19 has a trash tonnage fee of \$68.) Mr. Mello reported that while he has endured the increased recycling processing costs for over a year, he felt he should present the issue to the Board, as he can no longer absorb these costs. We agreed that we will be forced to accept these price increases brought on by the overabundance of contaminated comingles recycling collected in our communities.

We plan on educating our citizens about the materials that are no longer accepted in hopes to clean up our recycling by removing contamination from the single stream such as plastic bags and food wastes. This may help to lower the disposal costs of the recycling, and the processing facilities are actively looking to improve the processing and final recycling plants which will also help the fees.

In the meanwhile, we fear that the increased recycling costs will ultimately exceed the amount we included in the Town Budget. To that end, the Board would like to discuss the possibility of increasing Waste Line Item #510-5290, by approximately \$50,000 to cover costs for processing the Town's recycling.


Robert Janes, Chairman


Blake Seale, Member


Kimberly Cole, Member

Jane Krafton

From: [REDACTED]
Sent: Monday, August 06, 2018 1:48 PM
To: Jane Krafton
Subject: RE: oops-here are the questions
Attachments: Casella Pricing July 2018.pdf; Banned Materials.pdf

Please see below

Best regards,

Jason Mello
Owner/Vice President, Operations

G. Mello Disposal Corp.
[REDACTED]



From: Jane Krafton [mailto:jkrafton@wnewbury.org]
Sent: Thursday, August 02, 2018 7:19 AM
[REDACTED]
Subject: oops-here are the questions

- Is there a state mandate, If so, what items are banned from the waste stream?

The state regulations say that the burn plant cannot accept banned materials which includes household recycling as well as things like hazardous waste, clean gypsum etc. Please see the attachment. The burn plant then enforces the regulation on the hauler (myself) and then we enforce it on the communities

- Have all recycle options been explored? Keep all items separate.

Yes, there are very few processing plants. The only ones in the area are Casella in Charlestown, Waste Management in Billerica and JRM in Peabody. They are all single stream plants so even if the materials are presorted, they are dumped as single stream. The only option is separating the paper and bringing that to OPRSystems in Wilmington where there is currently a charge though it is less than single stream pricing. In order to do that we would have to invest in different style trucks which in turn would increase the collection fee substantially

- Would it be cost effective to stop curbside recycle and just use pipestave area?

I do not think that that would be a good option. You would need to look at any grants you get from the State that dictate that you have to offer curbside recycling. I know there are communities that have done so but I do not know the State's opinion. That is something you may want to reach out to Sharon Kishida about

- The cost for recyclable materials, is this a confident price?, Will it change monthly, or does it have a built in safety factor for market changes over the next several months??

The price does change monthly and I get the pricing for the current month around the 15th which will be included in your bill. When we met the price was around \$94 per ton which was for June. July's pricing came down a bit to \$89.67, please see attached pricing letter

**CURBSIDE RECYCLING NUMBERS
FISCAL 2008-2020**

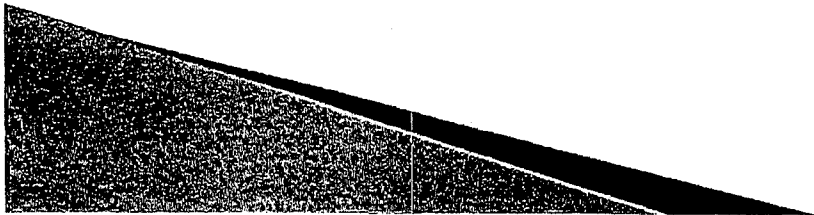
MONTH	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20
JULY		36.80	47.30	49.30	47.26	23.75	40.12	24.84	25.56	33.10	42.58		
AUGUST		20.78	40.71	41.88	43.94	31.00	25.10	24.90	22.31	20.51	37.51		
SEPTEMBER		23.87	32.96	46.94	47.05	33.20	29.84	24.88	32.10	41.02	33.28		
OCTOBER		27.58	26.20	48.37	33.75	39.89	32.30	31.79	30.89	29.80	41.46		
NOVEMBER		25.82	36.01	48.48	46.77	38.60	35.20	34.34	33.85	36.71	26.37		
DECEMBER		19.79	47.59	51.73	52.77	36.90	30.17	29.39	30.14	29.25	28.93		
JANUARY	31.20	17.75	49.40	35.11	49.65	24.75	30.55	25.16	24.92	49.9	26.03		
FEBRUARY	22.70	29.53	36.52	33.98	25.4	20.40	23.31	22.19	42.46	32.81	29.89		
MARCH	24.10	36.18	37.26	46.17	37.50	40.05	31.04	34.89	35.81	46.40	37.50		
APRIL	19.50	30.45	36.50	39.13	31.70	37.50	36.28	41.03	51.56	31.19	29.72		
MAY	21.10	39.95	56.22	54.86	39.29	54.05	40.21	48.60	21.27	44.32	37.40		
JUNE	18.60	41.26	53.34	52.48	57.20	25.25	21.32	34.41	33.91	42.00	28.34		
TOTALS	137.20	349.76	500.01	548.43	512.28	405.34	375.44	376.42	384.78	437.01	399.01		
													contracts expire
JANUARY 2010 WASTE REDUCTION PROGRAM IMPLEMENTED													

PIPESTAVE RECYCLING
FISCAL 2008-2019

MONTH	FY16		FY17			FY18		FY19		
	CO & PAPER	METAL	CO & PAPER	METAL		CO & PAPER	METAL	CO	PAPER	METAL
JULY	6.10	4.6	4.38	2.10		9.41	9.67			
AUGUST	7.40	2.23	4.57	4.23		8.12	2.22			
SEPTEMBER	4.32	4.98	7.61	5.90		10.31	6.99			
OCTOBER	5.36	6.87	8.32	3.67		4.94	2.42			
NOVEMBER	7.35	3.54	7.47	6.58		11.04	6.85			
DECEMBER	8.97	3.85	9.52	5.59		6.67	2.32			
					Co-M	Paper	Metal			
JANUARY	5.66	0.00	9.72	4.43	2.15	1.54	1.07			
FEBRUARY	9.04	5.65	4.70	0.00	2.93	3.39	2.01			
MARCH	7.45	6.62	6.82	4.60	2.13	2.32	2.50			
APRIL	9.69	4.74	10.08	5.11	2.30	3.71	3.01			
MAY	6.47	5.21	6.10	7.64	2.94	3.98	4.03			
JUNE	11.36	5.98	10.29	3.10	3.22	5.10	5.44			
TOTALS	89.17	54.27	89.58	52.95	13.52	70.53	48.53	0.00	0.00	0.00
JANUARY 2010 WASTE REDUCTION PROGRAM IMPLEMENTED										

Who do they apply to?

- ▶ 310 CMR 19.017(3)(a): “No person shall dispose, transfer for disposal, or contract for disposal of the restricted material...”
- ▶ **Permitted Solid Waste Facilities**
- ▶ **Haulers**
- ▶ **Generators**



Banned Material Categories

▶ Zero Tolerance Items

- Batteries
- Cathode Ray Tubes
- White Goods
- Whole Tires (Landfills Only)

▶ Materials with Action Levels ⁽¹⁾

- Recyclable Paper – 10% by volume
- Glass, Metal, Plastic Containers – 10% by volume
- Leaf and Yard Waste – 10% by volume or 10 bags of leaves and yard waste in a load
- Asphalt Pavement, Brick, Concrete, Metal and Clean Gypsum Wallboard – 20% by volume
- Commercial Organic Material – 10% by volume

⁽¹⁾Overall action level is 30% by volume of all types of banned materials excluding zero tolerance materials



Recycling Breaks Down: US Struggles to Keep Plastic From the Dump

China is turning away material it had been taking

By [Noreen O'Donnell](#)

Published at 1:36 PM EDT on Aug 13, 2018 | Updated at 4:20 PM EDT on Aug 13, 2018

China has implemented a new recycling policy called National Sword, halting all imports of recycled materials. The U.S. was sending about 40 percent of its recycled goods to china before the policy's implementation which means there is a lot of recycled material with nowhere to go. See how the policy is affecting local recycling centers. (Published Monday, Aug. 13, 2018)

What to Know

- **China is cleaning up its environment and no longer importing recycled plastics, paper and other items**
- **The restrictions have upended recycling markets as communities search for somewhere to send discarded plastic bottles and other items**
- **Environmentalists hope the ban will spur more innovation and less use of disposable products**

Feeling pleased that your conscientious recycling is helping to save the environment? Not so fast. Your yogurt container or takeout clamshell might end up in a dump thanks to a ban on discarded items that the United States had been sending to China for processing.

This year, China followed through with its threat to prohibit the import of U.S. plastics, mixed paper and other materials that it says were turning the country into the world's garbage dump. The repercussions from the new policy have been quick and nowhere close to sorted out in communities across the U.S.

Sacramento, California, cut back on which plastics it will pick up curbside, and will send items like egg cartoons, medicine bottles and some yogurt containers to landfills instead.

San Diego's recycling program brought in \$4 million in revenue last year. Recycling could now cost the city \$1.1 million.

In New Jersey, Sunil Bagaria is retooling his company, moving from one that exported to China to one that will do the work of recycling in the U.S.

“What we are trying to achieve is recycling at source,” said Bagaria, president and co-founder with his brother of GDB International, a recycling and sustainability company based in New Brunswick. “That means the community that produces the plastic waste will be responsible for the recycling.”

But until that happens, recycling markets are in turmoil. China had been taking half of the world’s paper and plastic when it called a halt to the imports, tightening the contamination limit to 0.5 percent for most imports. The material it used to accept was too dirty, it said.

Recycling Troubles: Companies Struggle With New Tariffs



The problems are "piling up" for San Francisco Bay Area recycling and trash collection companies trying to comply with California's strict standards. Sam Brock reports.

(Published Tuesday, Aug. 14, 2018)

Now no one knows where that material will go instead. While the developed world looks for new markets for its scrap, environmentalists warn that we must curb our addiction to disposable items, from plastic cups to food containers and other items that we use once and throw away.

“The human footprint on the planet and here in the United States is still too large,” said Benjamin Orlove, a director at Columbia University’s Center for Research on Environmental Decisions and a faculty member of its Earth Institute.

CHINA TACKLES POLLUTION

Here's how we got to this point: For decades, the U.S., rather than recycling its own material, had been sorting it, baling it and shipping it to China, where it became raw materials for new goods. But then China began warning that as part of its efforts to tackle its environmental pollution, it would

impose stricter demands on scrap imports. China launched Green Fences in 2013 to enforce regulations on the quality of the imports, and announced its latest policy, National Sword, last year. It told the World Trade Organization that it needed to protect China's environment and the health of its people.

Dirty or hazardous waste mixed in with raw materials had "polluted China's environment seriously," the WTO filing said.



Recyclable waste waits to be sorted into plastic or paper piles at the Burbank Recycling Center in Burbank, California.

Photo credit: NBC

China's 40 years of economic growth has pushed the country's carbon dioxide emissions to the highest in the world, and left China dealing with terrible smog and water and other pollution. Its economy now is the second largest of all nations, about two-thirds of the U.S. output last year. China has less need for imported scrap material, though some economists question whether fewer recyclables could result in a slowdown. At the same time China banned imported trash, it announced plans to step up enforcement of recycling within the country.

"They have a mountain of plastic scrap of their own so they want to first solve their own problem before importing plastic scrap from overseas," Bagaria said. The takeaway for him was that China's shutoff means other countries have to take responsibility for recycling at source.



The webpage cannot be found

Most likely causes:

- There might be a typing error in the address.
- If you clicked on a link, it may be out of date.

What you can try:

- [Retype the address.](#)
- [Go back to the previous page.](#)

LOW RECYCLING RATE

The U.S. has a long way to go. Of the 258 million tons of waste that Americans generated in 2014 more than 89 million tons were recycled and composted for a recycling rate of 34.6 percent, according to the Environmental Protection Agency.

China had been taking about 40 percent of U.S. paper, plastics and other recyclables but after the new restrictions began going into effect, the numbers plummeted. Recycled plastics from the U.S. to China dropped by 92 percent over the first five months of the year. All types of exported scrap, from plastics and paper to aluminum, copper and stainless steel, fell 36 percent.

The Chinese market was greater than the next 15 markets combined, leaving the U.S. with little in the way of backup. Thousands of tons of material that would have been recycled are now going into landfills instead. Some municipalities have stopped collecting items that used to be recycled and others have been stockpiling them.

“No other market can possibly take in that much volume and they gave us so little time for transition that the industry is still having to react,” said Adina Renee Adler, a senior director at the Institute of Scrap Recycling Industries. “So unfortunately we have seen some materials go to landfill, which is no good.”

California is especially dependent on China. It had been exporting about a third of all recyclable material that it generated, 62 percent of that to China.

The new ban is playing out by the numbers. Sacramento continues to take plastics marked with codes one through three — PET or polyethylene terephthalate which is used for soft drink bottles and peanut butter jars; HDPE or high density polyethylene, which is used for milk jugs, butter tubs and detergent bottles; and V or polyvinyl chloride, which is used in shampoo bottles. But it is no longer accepting plastics four through seven, which typically are found in grocery bags, many yogurt containers, bottle caps, meat trays and other items.

Sacramento asked its Houston-based waste and recycling hauler, Waste Management, to indicate which items should no longer be included in its recycling collection before changing its recycling criteria.

Waste Management spokesperson Janette Micelli said there is no "system-wide restrictions on materials" and it makes sure customers understand what the markets will pay for recyclables being collected. The company has shifted material to alternative markets, some domestically, some elsewhere.

“While we've been shipping into China for years, we also have opened up market in other parts of Southeast Asia, India, South America and Europe,” said Brent Bell, a Waste Management vice president for recycling. “And so when the Chinese starting restricting the imports we quickly shifted that material to some of these alternative markets.”

San Diego historically had exported 80 percent of its curbside material, 60 percent to China, according to the city's Environmental Services Department. The percentage dropped to 24 percent in the first quarter of 2018.

Its recycling processing contractors in May proposed suspending all revenue payments to the city — which stood at \$4 million in the last fiscal year. Instead it would assess the city a \$1.1 million annual cost. The loss of the China market and low oil prices together have tanked the value of plastic.

The department is working to amend the contract to adjust for the effects of China's National Sword Policy.

CATALYST FOR THE INDUSTRY

Back in New Jersey, Bagaria's company had been baling recyclables for shipment to China, where the material was sorted by hand. It now is investing in machinery to do the recycling in the U.S. Two facilities in New Jersey are up and running; the others are to be outfitted by the end of August. They will be able to clean the recyclables, grind them up and convert them into small pellets that can serve as raw material for new products.

“There is a lot to be still done, but the China ban was almost like a catalyst in that direction,” he said. “It helped the industry. Now we don't have a choice.”

As disruptive as the ban is, experts hope the upheaval will spur even more innovation. Marian Chertow, an associate professor at the Yale School of Forestry & Environmental Studies and director of the program on solid waste policy, noted that in 2008 China passed a law promoting a circular economy. The idea is you make a product with material you know can be recycled rather than make a product and then figure out how to recycle it.

China's move to ban recyclables now is an enormous opportunity for the U.S. to see value in its own scrap, Chertow said. That said, change will not be easy, nor will it be quick, she and others said. Many municipalities invested heavily in single stream recycling, in which everything is put into one recycling box and separated later, a decision that may have contributed to poorly separated items.



Baled recyclables at the Burbank Recycling Center in Burbank, California

“When single-stream became popular some years ago, I was dismayed, even aghast,” Richard Holden Bole, the owner of Recycle Midwest in Cleveland, wrote in *Recycling Today* last year. “Treating recyclables the same way you treat the trash – in a trash truck – seemed terrible to me. I knew it would result in contamination and sorting difficulty of all the materials. Sure enough, for years many of the materials coming out of single-stream plants have been poorly sorted.”

Bole says the best solution going forward would be to return to separating recyclables before they are picked up, as some communities still do: a pile of flattened cardboard preferably tied with string, mingled bottles and cans and finally mixed paper.

“It’s a true crisis,” he said. “It was poorly thought out to begin with.”

RECYCLING WILL SURVIVE

The industry is facing a massive retooling, that in the end will be for the better, said National Recycling Coalition executive director Marjorie Griek. Recycling will survive the setback, though individuals have few choices at the moment, she said.

“It’s too entrenched in society and too many people understand the importance of recycling both for the environment and for the economy,” she said.

Eric Goldstein, a senior attorney at the Natural Resources Defense Council and its environmental director for New York City, said that recyclables are likely to be stockpiled in the short term until new markets are found. The key is to focus on the long term. Recyclables are like all commodities — whether corn or oil or bitcoin — and their markets fluctuate. New uses are being found for typically hard to recycle items, recycled glass in concrete, for example. Manufacturers must be brought into the loop so that the producers of products or packaging share the responsibility of recycling them, he said.

Studies show that recycling and composting trash produce more jobs per ton handled than does bringing it to landfills or incinerators. A study by the Institute for Local Self-Reliance found that the

removal of 10,000 tons of solid waste creates six jobs versus as many as 36 if that waste were recycled instead.

“It’s very unlikely that America’s cities and towns are going to abandon recycling, which makes so much sense both from an environmental standpoint and a climate change standpoint and a jobs production standpoint,” Goldstein said.

Orlove, of Columbia University’s Earth Institute, notes that recycling is not an end to itself but a way to address an excess use of resources and to curb climate change.

With a recycling rate of only about 34 percent, the U.S. has not progressed fast enough, he said.

NEW TECHNOLOGIES EMERGE

New practices and technologies are emerging. Ikea will start using [biodegradable mushroom-based packaging](#) that can decompose in a couple of weeks and which Dell is already cushioning its computers with. Clothing designer [Eileen Fisher](#) and [Fabscrap](#), a non-profit in New York City, are reusing fabric, [Terracycle's Zero Waste Box](#) provides 120 different boxes to segregate waste better, and [Enerkem](#) uses municipal waste to manufacture biofuel. Apple has a robot that dismantles cell phones, while DSM-Niaga, a technology and chemical company based in the Netherlands, recycles carpets.



Manager Kreigh Hampel at the Burbank Recycling Center in Burbank, California.

Photo credit: Jeremy Berg/NBC

At the Burbank Recycling Center in Burbank, California, the coordinator, Kreigh Hampel, said the U.S. had lost control of its consumption. Looking forward, the situation is very unstable, he said.

“It’s a big ask to change things very quickly in the United States about our consumption habits,” he said. “It’s a big ask to find other countries and other mills and processors to take the amount of waste that we generate in the U.S. every year and try to get it into re-use programs or recycling programs. So I wish I had a crystal ball to predict the future. And I just don’t.”

Jeremy Berg contributed to this article.

Find this article at:

<https://www.nbcboston.com/news/business/US-Struggles-With-What-to-Do-With-Tons-of-Recycled-Material-489971551.html>

Check the box to include the list of links referenced in the article.

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April 3, 2018

Dear Customer:

We are writing to update you on recent changes within the recycling industry. As partners in the sustainability movement, it's important to identify how the world's economic conditions are impacting the value and movement of materials. We are committed to keeping our customers informed.


Beginning last year, the Chinese government implemented their "National Sword" mandate drastically changing the acceptable recyclable thresholds. To address the country's severe pollution problem, China set a new specification at .5% contamination on all recycling imports. This coupled with other end sites following suit, has caused all recyclers to relook at what is allowed into Zero Sort recycling.

The number one contaminate at most Material Recovery Facilities (MRFs) are plastic bags. This material is extremely difficult to handle as it wraps around the equipment and eventually ends up in various fiber bales making the .5% contamination specification impossible to meet. Although we have accepted collecting recyclables in plastic bags in the past, we regret that this will no longer be the case due to the new policies.


Effective January 1, 2019, all Casella MRF's will no longer accept recyclables in plastic bags. Our goal is to give enough time to create an alternative collection method for Zero Sort recycling at your facility. Any recyclables placed in plastic bags after January 1st will result in a rejection and related costs will be charged.

We know you share our belief that recycling is important for the environment and community. We will continue to make every effort to provide an effective and reasonable outlet for recycling.

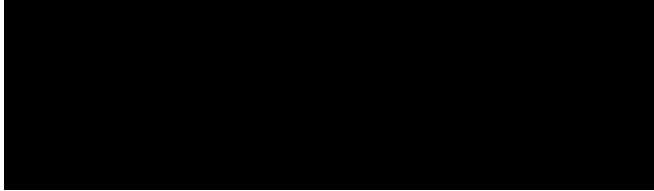
Sincerely,



Bob Cappadona
Vice President
Casella Recycling, LLC.



April 5, 2018



Dear Valued Customer;

We would like to inform you of a change in material marketability. Due to the closure of a major bottle manufacturer in New England, Casella has recently had to appeal to the Department of Environmental Protection (DEP) for a MSW (Municipal Solid Waste) waiver to divert our processed glass to a landfill. It has been communicated to Casella this diversion may only be for a 90 day period – and we will be sure to keep all our customers apprised of the situation.

We value all of our recycling relationships and during this 90 day period, we ensure you Casella Recycling will be extra diligent in identifying alternative markets.

Please feel free to reach out to Casella for any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bob Cappadonna', with a long horizontal flourish extending to the right.

Bob Cappadonna
Vice President
Casella Recycling, LLC





June 14, 2018

Attn: Jason Mello

Dear Jason,

June 2018 pricing:

SINGLE STREAM (\$94.47) per ton charge

Hauling Charge \$250.00 per haul charge

Sincerely,

A handwritten signature in black ink, appearing to be "Mark Evans", written over a horizontal line.

Mark Evans
Senior Business Development Manager



July 17, 2018

Attn: Jason Mello
G. Mello Disposal
PO Box 348
Georgetown, MA 01833

Dear Jason,

July 2018 pricing:

SINGLE STREAM (\$89.67) per ton charge

Hauling Charge \$250.00 per haul charge

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Evans", with a horizontal line extending to the right.

Mark Evans
Senior Business Development Manager



July 16, 2018

Dear Residential Recycling Customer,

Over the past 11 months, there has been a severe disruption in the recycling market due to contamination (trash in recycling). China and other countries have been tightening quality restrictions on the recyclable products that we produce. In the face of plummeting global commodity prices and skyrocketing contamination, we are asking everyone who values recycling to join in to correct its course.

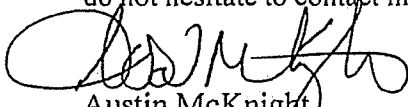

For the past few months, Casella has been auditing the quality of all material being delivered into the Charlestown facility and has been providing feedback to customers regarding the quality of material delivered. Although some improvements have been made, there is still a significant amount of trash delivered to the facility.

Effective September 1st, we will begin charging additional fees for contaminated loads and will implement the following grading system for **Residential Materials**:

- **Grade A** - material is of acceptable quality, containing less than 5% contamination or non-recyclables.
- **Grade B** - material is fair to poor quality, with 5-20% contamination. It will still be accepted, with an extra processing fees of \$30 per ton, in addition to the current processing fee.
- **Grade C** - material is BAD quality, with over 20% trash and contamination. This material will be rejected and disposed of at the rate of \$150 per ton.

Casella will continue to provide feedback during the months of July and August to assist our customers in achieving Grade A quality by providing the scale tickets and pictures to support our claim that the material was contaminated.

Enclosed, please find a "do's and don'ts" pamphlet to assist in identifying the most common contaminants. As always, should you have any questions or concerns about this new policy, please do not hesitate to contact me.


Austin McKnight
General Manager


ZERO-SORT[®] RECYCLING

No sorting on your end makes recycling quick and easy! Just focus on tossing **ONLY** the **Zero-Sort recyclables listed below** into your **recycling bin** and Casella takes care of the rest.

CARDBOARD/PAPER



Corrugated Cardboard
(Wavy center layer)



Boxboard
(Dry-food boxes, paper bags, egg cartons, rolls)



Junk Mail, Periodicals & Office Paper
(Catalogs, envelopes, soft cover books)

PLASTIC



Plastic Containers
(#1-#7, 5-gallon jugs)

METAL



Metal & Food Cans
(Aluminum, tin, foil)

GLASS

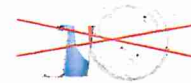


Glass Bottles
(Food jars, beverage)

NOT ACCEPTED



NO Plastic Bags or Bagged Recycling
(Take clean plastic bags to your local retailer for recycling)



NO Coated Paper Items
(Items with a plastic lining such as waxed coffee or soda cups, & waxed paper plates)



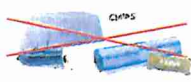
NO Disposable Items
(Styrofoam[™], napkins, paper towels, tissues, plastic utensils, dirty recycling, register tape, condiment packets, straws, stirrers & coffee pods)



NO Toys, Hangers, Clothes, or Shoes
(Gently used items can be donated)



NO Waste or Wood
(Rope, twine, diapers, food, pet & yard waste)



NO Plastic Wrap, Films or Tarps
(Food bags or wrappers, plastic or shrink wrap & tarps)



NO Ceramics, Pots, Pans, or Baking Glass
(Gently used items can be donated)



NO Hazardous Materials
(Find safe and secure disposal near you)



NO Medical Waste
(Find safe and secure disposal near you)



NO Rubber or Scrap Metal
(Find alternative recycling)



NO Electronics, Batteries or Bulbs
(Find alternative recycling)

Remember to Recycle Properly!

- No items smaller than 2"
- All containers are empty, rinsed & dry
- Cardboard is flattened & broken down
- There are NO items from the **NOT ACCEPTED** list in the recycling bin



Learn more at casella.com • 800-CASELLA



KEEP THESE ITEMS OUT OF ZERO-SORT® RECYCLING



NO Plastic Bags or Bagged Recycling
(Take clean plastic bags to your local retailer for recycling)



NO Coated Paper Items
(Items with a plastic lining such as waxed coffee or soda cups & waxed paper plates)



NO Disposable Items
(Styrofoam™, napkins, paper towels, tissues, plastic utensils, dirty recycling, register tape, condiment packets, straws, stirrers & coffee pods)



NO Toys, Hangers, Clothes or Shoes
(Gently used items can be donated)



NO Waste or Wood
(Rope, twine, diapers, food, pet & yard waste)



NO Plastic Wrap, Films or Tarps
(Food bags or wrappers, plastic or shrink wrap & tarps)



NO Hazardous Materials
(Find safe and secure disposal near you)



NO Rubber or Scrap Metal
(Find alternative recycling)



NO Medical Waste
(Find safe and secure disposal near you)



NO Ceramics, Pots, Pans or Baking Glass
(Gently used items can be donated)



NO Electronics, Batteries or Bulbs
(Find alternative recycling)

WHEN IN DOUBT, KEEP IT OUT!

For more information visit casella.com or call 800-CASELLA



ARTÍCULOS DE RECICLAJE ZERO-SORT® NO ACEPTABLES



Los siguientes artículos no están permitidos en el reciclaje de clasificación de Zero-Sort



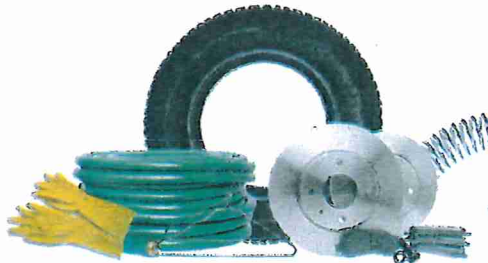
NO bolsas de plástico ni Reciclaje Embolsado
(Lleve las bolsas de plástico limpias a su distribuidor local para reciclarlas)



NO artículos de un solo uso o Styrofoam™
(Copas de papel cerosas, cajas de cartón o envases de alimentos con revestimiento de plástico, envoltorios, servilletas, utensilios de plástico, reciclaje sucio, envoltura de plástico, pajitas/sorbetes, cinta de registradora y vainas de café)



NO Juguetes, Ganchos de Ropa, Ropa o Zapatos
(Los artículos usados en buena condición pueden ser donados)



NO Caucho o Metal
(Buscar si hay reciclaje alternativo)



NO Residuos o Comida
(Pañales, alimentos, mascotas y desechos de patio)



NO Materiales Peligrosos
(Buscar si hay reciclaje alternativo)



NO Residuos Médicos
(Encuentra una eliminación segura cerca de usted)



NO Lonas o Cubiertos de Barcos
(Encuentra una eliminación segura cerca de usted)



NO Cerámica, Ollas, Sartenes o Vidrio de Hornear
(Los artículos usados en buena condición pueden ser donados)



NO Electrónicos, Baterías de Litio o Bombillas
(Buscar si hay reciclaje alternativo)

CUANDO EN DUDA, SAQUELO!

Para obtener más información, visite casella.com o llame al **800-CASELLA**

Special Event Application

Organization or Group West Newbury Riding and Driving Club
Person Making Reservation Allison Amodeo



Event Date: 9/9/2018 Start Time 9am End 2:00 pm (approx)
Time _____

Reason for Event Organized trail ride - fundraiser for ECTA

Number of attendees 20-30

Check Appropriate Block:

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

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

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

1. The location of the event on the property The Pipestave Hill equestrian area, Pipestave trails, Mill Pond trails
2. For road or walk race, a detailed map of the route Road crossing at solar field and school driveway Pipest
page
3. Features and attractions Challenge activities in Ring 1; jumps in Ring 2 (low level)
4. Participant circulation 2-4 riders at 30 minute intervals
5. Proposed parking including how you will handle overflow parking Existing parking (open lot) is adequate. Large trailers may park along P.H. drive. side
6. Any proposed road closures none

7. Location of trash receptacles and dumpsters at check-in table
8. Location of temporary toilet facilities next to parking lot, by the access road / softball field
9. Accessible routes for the disabled or mobility impaired N/A
10. Locations, size and number of any tents, trailers or temporary structures
(1) tent over check-in table
11. Location, size, and description of any signage or banners
Sandwich board-style sign at entrance to Pipestave Hill.
12. If food will be served or sold at the event, you must contact the West Newbury Board of Health to discuss Food and Beverage regulations before you submit your application. If required, your food permit must be submitted before final approval of the Special Event.
Historically we have only offered apples/carrots, water, and nut-free granola-type snack bars - ~~on~~ brand name, with ingredients listed.
13. If Police Details and/or Firefighters/EMTs will be required, contact the West Newbury Police Department and West Newbury Fire Department to secure services. Only Police Officers may direct traffic on town streets. Evidence that Police and/or Fire Personnel have been secured must be presented before the approval of the final Special Event Permit. Police cones @ crossings were utilized in 2017, along with volunteer at crossings - wearing visibility vests.
14. Provide a Certificate of Insurance to the Town Manager's Office no later than ten (10) business days before the event. Final Special Event Permits will not be issued without submission of a Certificate of Insurance on file

Name: WNRDC Event: Adventure Trail

I/we agree and hold harmless and/or indemnify the said Town of West Newbury against any and all claims or liabilities for personal injury or property damage arising out of use of said property.

AJ Amos 8/14/2018
Individual/Authorized Signature for Group Date

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

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

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

Requests and comments:



Road crossing #1

Road crossing #2

Main St

Main St

113

113

Check-in table

temporary toilet facilities

N3.3f

7th-12th

New Construction, 3-Story



Good



Better



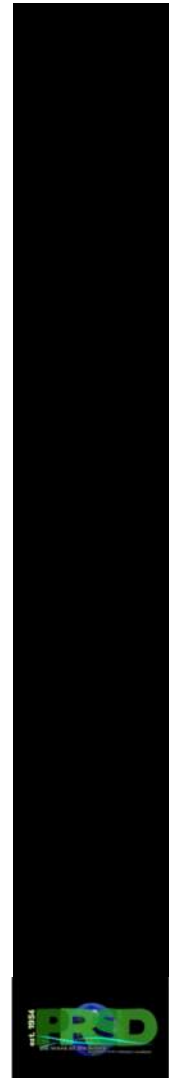
Best

Building System Upgrades	●
Accessibility Upgrades	●
Code Compliance	●
Middle School Issues Resolved Now	●
Program	●
Separation of Middle School & High School	●
Impact to Students During Construction	●
Site Improvements	●
New Multi-Purpose Artificial Turf Field	✓
Baseball Field	
Practice Field	✓
Site Circulation Improvements	✓



Preferred Schematic Report – Tax Impact

Good	Better	Best									
OPTIONS				RP1.1 Repair Only	R1.1 Renovation Only	AR1.1 Renovation/ Addition	N3.1a New Construction	AR1.2 Addition/ Renovation	N3.2 New Construction	N3.3e New Construction	N3.3f New, Open Courtyard
Grades				9th-12th	9th-12th	9th-12th	9th-12th	7th-12th	7th-12th	7th-12th	7th-12th
Program											
Separation of Middle School & High School											
Impact to Students During Construction											
Site Improvements											
Main Project - Total Project Cost				\$65.2	\$76.2	\$101.8	\$109.7	\$138.8	\$149.7	\$145.7	\$151.1
MSBA Share	\$0.00	-\$30.48	-\$40.72	-\$43.88	-\$55.52	-\$59.88	-\$58.28	-\$60.44			
Phasing Costs	\$8.00	\$8.00	\$8.00	\$0.00	\$8.00	\$1.00	\$0.00	\$0.20			
District Offices	N/A	N/A	\$0.0	\$0.0	\$4.3	\$4.3	\$4.3	\$4.3			
Main Project District Share	\$73.2	\$53.7	\$69.1	\$65.8	\$95.6	\$95.1	\$91.7	\$95.2			
Household Tax Impact											
Groveland	\$745	\$547	\$704	\$670	\$973	\$968	\$934	\$969			
Merrimac	\$774	\$567	\$730	\$695	\$1,010	\$1,005	\$969	\$1,005			
West Newbury	\$761	\$559	\$719	\$684	\$994	\$989	\$954	\$989			
Future MS District Share	\$41.7	\$41.7	\$41.7	\$41.7	\$0.0	\$0.0	\$0.0	\$0.0			
Total All-In District Cost	\$114.9	\$95.4	\$110.8	\$107.5	\$95.6	\$95.1	\$91.7	\$95.2			
Household Tax Impact											
Groveland	\$1,170	\$972	\$1,129	\$1,095	\$973	\$968	\$934	\$969			
Merrimac	\$1,215	\$1,008	\$1,171	\$1,136	\$1,010	\$1,005	\$969	\$1,005			
West Newbury	\$1,195	\$993	\$1,153	\$1,118	\$994	\$989	\$954	\$989			

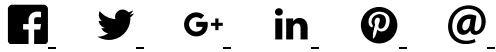


- **August 7, 2018 – Joint BC/SC Mtg.**
 - Review of Options & Public Feedback
 - Final Evaluation of Alternates – Vote Preferred Option by BC
 - Vote Preferred Option by SC
- **September 11, 2018 – Joint BC/SC Mtg.** ←
 - **Vote approval to submit PSR to MSBA**
- **September 12, 2018 – Submit PSR to MSBA**
 - D&W to proceed into Schematic Design
- **October 31, 2018 – MSBA Board Mtg.**
 - Vote to authorize project to enter into Schematic Design
- **January, 2019 – Submit Schematic Design to MSBA**
- **April & May, 2019 – Towns' Votes to Fund Project**

http://www.newburyportnews.com/news/local_news/pentucket-picks-design-for-middle-high-school/article_9246c71a-9cfd-5318-9cd7-ad503b751797.html

Pentucket picks design for middle, high school

By Jennifer Solis Correspondent Aug 9, 2018



MERRIMAC — A three-story building for Pentucket’s middle and high school students with a courtyard out back was the unanimous design choice selected by school leaders at a meeting Tuesday.

After 11 months of collaboration, both the School Committee and the building committee agreed that, although it carries the highest upfront costs, it’s the best solution for students and taxpayers in the long run.

The choice must be submitted to the Massachusetts School Building Authority for approval by Sept. 12, which would review it at its meeting Oct. 31.

Architect Dore & Whittier of Newburyport would then create a schematic design, which voters would be ask to fund through a debt-exclusion override next spring.

The project carries a preliminary price tag of \$156 million, with the Pentucket communities contributing \$95.2 million and the state kicking in \$60.4 million based on a 40 percent reimbursement rate.

MSBA rates could range from 40 to 80 percent, so the committee used the most conservative number to give the three communities a worst-case scenario when it came to cost, said architect Brad Dore.

According to preliminary calculations, this plan would cost the average taxpayer in Groveland \$969; in Merrimac, \$1,005; and in West Newbury, \$989 more in property taxes annually.

The high school, being older than the middle school, is more in need of immediate facility upgrades, but according to assessments performed on major systems in both schools, the middle school is “trending in a negative direction” and will also need to be addressed within the next 10 years.

The ability to support the educational programming and technology needs of 21st century learners is severely lacking in both buildings, assessments concluded.

The question, said Dore, was whether taxpayers wanted to take a long-term or a short-term approach. The committee narrowed its solutions to eight options — four of which involved addressing only the high school for now and four that considered accommodating the needs of the middle and high school with one project.

By holding off on dealing with the middle school “we’re kicking the can down the road a little bit,” Dore said. Under the MSBA program, districts can only submit one building project at a time, but the state recognized that Pentucket’s secondary school campus was “tight” and that both schools were in need, so it suggested looking at options that combine the two schools.

The architects’ estimate to build a new middle school 10 years from now is \$41.5 million, a price that includes escalating construction expenses but does not factor in what the district would need to pay to keep the aging building afloat in the interim.

The plan approved on Tuesday also incorporates \$4.3 million for new central office space. The district offices occupy 16,000 square feet in the middle school.

In response to a question by West Newbury’s Chris Reading, the architects said that finding existing space elsewhere in the district for this use was not considered during the design process. However, since the state doesn’t reimburse for this type of space, finding a different solution later in the process — if that’s what the committee wants — should not be an issue.

The Pentucket committee hopes to bring the project to Town Meeting voters next spring where all three communities would need to authorize raising taxes under a debt exclusion by a two-thirds vote. Ballot questions to approve the funding amount would also need to pass with a simple majority at the polls.

Pentucket's new superintendent, Justin Bartholomew, said while the district is committed to what is in the best interest of the children, he understands there are arguments to be made on all sides. He stressed that while the district is "apolitical," he believes it is important for people to be educated on the options so they can cast an informed ballot.

"This is a huge opportunity that I'm hoping we don't turn our backs on," said Dick Hodges of Groveland, noting that depending on the final MSBA reimbursement rate, Pentucket could be "getting two state-of-the-art schools for almost the price of one."

But following the meeting, an audience member expressed concerns with what he saw as an all-or-nothing approach to the building project.

"I want to know what is their Plan B?" said former School Committee Chairman Chris Wile, who attended the session with his wife, Nancy, a veteran Pentucket teacher.

Wile said he fears too many people in the district — those who perhaps didn't show up for the public forums held by the building committee — will find the roughly \$1,000 annual tax increase too onerous.

It's not that they don't care about the schools but for many voters, figuring out how to heat their homes in the winter will take priority, he argued.

Voters, especially those without children in the district, should be given an alternative that allows more of them to get to "yes." He would have preferred an approach that first calculated what the average taxpayer in the region could afford to spend and then a design to fit that budget.

1 comment

Sign in

Question	Answer
For about how many years would the tax increase exist? When will the towns start paying the bond?	The financial estimates presented assume a 30 year bond. Borrowing will begin shortly after a vote to support funding.
How much parking will there be in the new construction plans? Hopefully more.	The parking capacity will be enough for the projected usage and enrollment projections indicate a decrease in student enrollment.
Have solar panels been discussed? Can solar panels be installed on the new construction facility?	Solar panels have been discussed. Once a preferred option is selected more detailed planning will consider the best options for renewable energy solutions and will be included as a part of our LEED application process.
I want to learn more about the safety and security given the increase in school shootings. How was safety addressed for each option? Can you explain the security that will be in place for each of the options?	Security options have been considered for each option. Once a final option is selected more architectural and technological plans will be developed and reviewed with local emergency responders.
Is there an option to get donors to defray final costs (will this affect the MSBA reimbursement)?	Donations would reduce the overall amount that the MSBA will reimburse the district.
Is there a process whereby the town committees could override a no vote by the citizens?	No. This is a decision that has to be made by the citizens in the towns which make up the regional district which is governed by the district regional agreement and Mass General Law.
Which new construction option best separates MS and HS students?	Option N3.3f does the best job of separating MS and HS students.
With 4 "all purpose fields proposed on campus (new turf/practice field/field hockey/field behind MS) is there no proposed spot for a baseball field? Where would baseball fields go & would there be a cost to the towns? What are options for baseball field if it is taken?	After looking at many different layouts, the dimensions of a baseball field did not fit on the site. High School teams currently use baseball fields in both Groveland (Pines) and West Newbury (Pipestave).
Is it possible to expand the campus site through purchasing adjacent property?	This possibility would depend upon availability of adjacent property and the school committee voting to purchase such property.
Are we going to be shoveling snow off the new roof?	A new building will be designed in accordance with building code snow load regulations.
Can you lay out more specific timelines for each project?	Following an affirmative funding vote there would be a year for additional design work, 2 years of construction and a year for final site work, approximately 4 years total.
Why, when the Merrimack home values is the lowest, are Merrimack taxes the highest?	The household tax impact estimates are based on the average home value and are also impacted by the number of students enrolled from that town as a percentage share of the total cost. More homes or greater home value would decrease the average tax impact amount.
Can you clarify the difference in design and learning on N3.2, N3.33 and N3.3f?	In each of the 7-12 new construction options the same type and number of learning spaces exist. The difference is how the spaces are laid out and relate to each other. A major difference between these two options is the natural light that comes with the 3 sided courtyard in 3.3f vs the top lit natural light in the more dense 3.2 option. Another distinguisher is 2 story vs 3 story.
How was cost calculated for the future MS renovation given that it would not commence for 10+ years? Did you account for inflation and higher interest rates?	The design team assumed an interest rate of 5% and construction cost escalation of 3% per year for 10 years.
Have there been any recent schools built in mass that use designs similar to the options being proposed so that we can see what the buildings really look like?	Dore and Whittier designed North Reading High School, however the design process is tailored to the school's educational plan, the vision of the community and the site layout.
Does the building committee have the final say on what option goes forward? Communities then vote y/n on building comm options? When do we vote?	The Building Committee and School Committee will both vote to select the preferred option. In the spring of 2019 the 3 towns will vote for approve funding for the project.
Is the committee seeking LEED certification? Are there grants for that?	The building is intended to have a LEED certification. Nevertheless, it is too early to tell at what level as it depends in many factors yet to be finalized.
Would the common spaces (gym, cafe) be used by MS and HS at the same times?	The common spaces would not be used at the same time. For instance there could be 3 sittings for lunch, one for MS and two for HS, each at separate times.
If only two towns vote for the project, can they vote to leave the district and start a new district?	PRSD is governed by a regional agreement between the member committees. Section 10 of the agreement describes the process for a town to leave the regional agreement. The Regional agreement can be found on the district website under school committee.
Which new construction has best safety/evacuation/security aspect?	At the current level of design development they are all similar.
Is the cost per household finite? does it last 3 yrs, 5, 10 yrs?	Town assessments change every year. The numbers presented assume a 30 year bond.
Is there a way to change the outcome of the vote to the majority of the three towns?	No, this process is governed by the Regional Agreement between the three towns and Mass General Law.
Did you consider an L shape building?	Yes, and L shaped building was considered in the PDP phase. What has been presented was the best way to locate a new building on the available space.
What % of community members in the three towns do not have school aged children? Marketing campaign needs to focus on real estate value impact	Approximately 62% of town members do not have school aged children. The goal of the committee is to provide information about the project to all members of the community, not just parents of school age children. This project is a benefit to all aspects of the community.
I don't understand why the south renovations weren't presented. I'd like to know what dumping the new fields looks like.	The committee discussed all possible site options for construction and decided to not to consider beyond the MS because of the recent investment and improvements made in that location.
Is there an incentive for the design team to favor the most expensive project?	No
Have government agencies (conservation, fire, police) had input?	Yes, the project team has met with conservation (particularly regarding the retention area) as well as local police and fire.
Why are the costs so expensive?	Cost are provided based on the conceptual options developed by the Design Team up to this point. They are consistent with other school projects in the Commonwealth for projects of similar size and scope.
What will happen if it gets approved, and you end up going over budget?	The project will incorporate appropriate contingencies and will have to provide value engineering options per the MSBA process.
If the school was under sized why did all the innovation programs get added taking up more space? Seeing you voted on November 21, 2017 to officially end all official innovation programs and make them nothing more than elective class is that class number and size the same as before the programs were canceled?	The Innovation programs began with state funding supports and when those funds ended the district decided to end the formal affiliation with the state. The Innovation programs included 8 pathways within grades 7-12. The high school is not under sized.
I was wondering if there has been any thought for making part of the space available to the community given that there a community/senior centers being considered in Groveland and West Newbury	We currently have numerous community groups that utilize both buildings as well as the facilities outside of the buildings. The new project would continue to do this and may also provide opportunities for adult education.
How will it be possible for a separate middle school, as noted on slide 27th, for everything but the renovation and addition option? How is one just good and the others all best?	It is more challenging to separate MS and HS in the renovated space, due to dealing with existing walls and structures, than in new construction.
How do these costs compare to other new school projects. This one for 151m seems to be most expensive in state history.	This is not the most expensive project in the state and there are many other schools that are more expensive. This project is comparable in size and cost to other projects across the state.
The first 4 options are misleading seeing they said the middle school portion would be 10 years down the road. These options would only be the cash totals in blue not the total. In ten years the extra 41 million would be added, also while the total then would be correct it would be paid over 40 year not 30 meaning lower payments for the first 10 years and the last 10 years.	This is accurate when looking at the financing for the HS only followed, ten years later, by a MS only. This would impact taxes for 40 years rather than the 30 that were presented. The first 10 years would be lower, the middle 20 would be higher, and the last 10 would be lower.
You list the middle school electrical as poor and needs replacement yet you recently installed electric vehicle charging stations for the ex superintendent car.	The electric vehicle station for the public (which was paid for via a state grant) is not representative of the infrastructure of either the middle or high school.
What steps will be taken for upkeep and repairs compared to what has not happened with this school?	The MSBA requires a capital maintenance plan that must be approved in order to move forward in the process. This insures the MSBA that they, like the tax payers, are keeping their investment in the best possible condition.



PENTUCKET REGIONAL SCHOOL DISTRICT

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

GROVELAND
MERRIMAC
WEST NEWBURY

Justin Bartholomew, Ed.D.
Superintendent

Brent Conway
Assistant Superintendent

Greg A. Labrecque
Business Manager

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

August 8, 2018

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



Dear Board Members,

At the School Committee meeting on August 7, 2018 a vote was taken, with unanimous approval, to explore purchasing the land and building(s) located at 30 Main Street in West Newbury, MA. As part of this process we believe that Mass. General Law Chapter 71, Section 16 (c) would apply. This requires that the Town in which the property is located shall not be acquired without a 2/3 approval vote at a town meeting in that Town which shall be called within 60 days after the School Committee authorizes the incurring of debt for this purpose.

It is the Pentucket Regional School District's intent to complete this purchase using Stabilization funds and no debt would be incurred. With that being said we are not sure exactly what approval method the Town needs to provide. We believe some form of approval should be necessary as we would be taking this taxable property off your tax levy and then spreading the loss across the remaining taxable parcels within your community.

If you would please inform your Town Counsel of our intent and determine what approval method we would then need from your community it would be greatly appreciated. It is our understanding that the owners would prefer a definitive decision on our ability to purchase their property so any guidance you can provide us as to your feelings on this purchase would be helpful.

As you may know, this property is located in the middle of our front athletic fields and by bringing it under the Pentucket owned land umbrella it allows for a much more flexible field development plan allowing for more of our sports programs to be held at the school. This would cut transportation costs dramatically and improve our ability to support youth program sports within the three member towns.

Please contact us with any further questions or concerns you may have and we ask for your support in this endeavor.

Sincerely,

Dr. Justin Bartholomew
Superintendent

RECEIVED

AUG - 8 2018

BOARD OF SELECTMEN
TOWN OF WEST NEWBURY

Mission Statement

The Pentucket Regional School District seeks to inspire its students with a love of learning and to enable them to develop their academic potential and individual talents in an atmosphere that cultivates independent thinking. We will prepare our students to develop respect for others and to be responsible citizens of a global society.

Town Manager

From: Town Manager
Sent: Wednesday, August 15, 2018 1:49 PM
To: Justin Bartholomew; Seymour, Jonathan
Cc: Michael McCarron
Subject: Potential land purchase, Pentucket

Justin and Jonathan,

Following on my conversations with each of you, I am providing the following summary of the opinion provided by West Newbury's Town Counsel Mike McCarron regarding the process in the event that Pentucket wishes to move forward with acquisition of the property at 30 Main Street. The question reviewed was as to the interpretation of the provisions of MGL c. 71 sec. 16(c) which authorizes a regional school district to acquire property.

Town Counsel has advised that the Pentucket Regional School District does not need authorization from the Town Meeting of the Town of West Newbury to acquire land in West Newbury where no debt is incurred. The basis of this opinion follows:

Analysis: In the case of *Merrick vs. Hampden-Wilbraham Regional School District School Committee*, 2 Mass. App. Ct. 796 (1974), the Appeals Court of Massachusetts ruled that:

We feel, however, that this may be an appropriate occasion (citations omitted) for us to indicate our view that G. L. c. 71, Section 16(c), does not require appropriation by two thirds vote of each constituent town in a regional school district prior to a taking of land which is effected pursuant to a vote of the regional district school committee.

By Section 1 of Chapter 538 of the Acts of 1978, the Massachusetts legislation amended MGL c. 71 section 16(c) as follows:

(c) To acquire property within the towns comprising the district under the provisions of chapter seventy-nine and section fourteen of chapter forty for the purposes of the district and to construct, reconstruct, add to, remodel, make extraordinary repairs to, equip, organize and operate a school or schools for the benefit of the towns comprising the district, and to make any necessary contracts in relation thereto; provided, however, that no property shall be acquired unless the town in which such property is located approves such acquisition by a two-thirds vote at a town meeting which shall be called within sixty days after the district committee authorizes the incurring of debt for such purpose.

Section 2 of Chapter 538 of the Acts of 1978 goes on to state: *"The provisions of section one of this act shall apply only to the acquisition of property for which a regional school district committee has authorized the incurring of debt on or after the effective date of this act."*

By Chapter 538 of the Acts of 1978, the Massachusetts Legislature effectively amended the ruling in *Merrick* by requiring a two thirds vote in the Town where the property was acquired, but only in the circumstance where debt was incurred. This appears to be only a minor change since (in most circumstances) town meeting approval by majority vote would be required for the approval of the debt. Since no debt is being presented in connection with the potential purchase of 30 Main Street, Section 2 of Chapter 538 of the Acts of 1978 would limit town meeting involvement.

As we discussed, I would anticipate that the School District would verify this opinion with its own legal counsel, but at this time we do not see a need to include a warrant article on the fall Town Meeting warrant.

For your reference, on this or any other matter, the fall Town Meeting will take place on Monday, Oct. 22, and the warrant will close on the evening of Tuesday, Sept. 4th.

Feel free to share as appropriate, and let me know if 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: areed@westnewburysafety.org
To: [Town Manager](#)
Subject: sign out front
Date: Friday, August 3, 2018 11:13:09 AM
Attachments: [front sign.pdf](#)

Attached is the sign. I spoke with the company this morning who said they will be here in about 6 weeks.

Art

Art Reed
Chief of Police



West Newbury Police Department
401 Main Street
West Newbury, MA 01985
Phone: 978-363-1213 | Fax: 978-363-1114
areed@westnewburysafety.org | website: www.westnewburysafety.org

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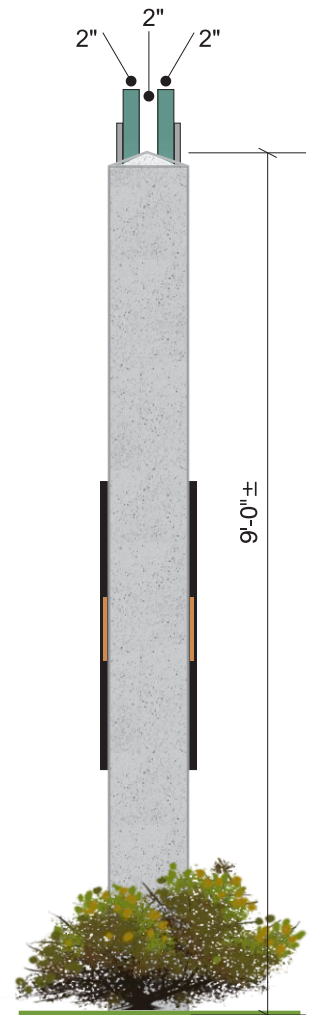
TOP VIEW



MAKE (2) MAKE (2)

BRONZE PLAQUE WITH 'LEATHERETTE' FINISH, BRONZE RAISED TEXT AND SINGLE LINE BORDER WITH HORIZONTAL GRAIN, SATIN FINISH, (4) ROSETTES EACH PLAQUE

DEDICATION PLAQUES
SCALE: 1 1/2" = 1'-0"



END VIEW



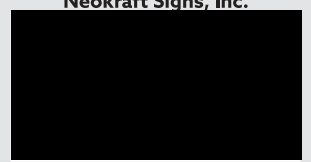
2" DEEP ALUMINUM BACKGROUNDS, PAINTED 'AKZO' SMOKED TURQUOISE (30BG 23/124), WHITE VINYL FIELD WITH PRINTED GRAY BORDER AND FLAG GRAPHICS,
1/2" THICK ACRYLIC MAIN TEXT PAINTED BLACK, TOWN SEAL PAINTED GRAY, PRINTED SEAL GRAPHIC, STUD MOUNTED,
2" CROSS SUPPORTS PAINTED BLACK,
'EMC' - 15mm 60x120 SOLO-ICE MATRIX,
SQUARE GRANITE POSTS WITH TAPERED TOP,
EXTERNAL LIGHTING BY OWNER



DOUBLE-FACE NON-ILLUM. MONUMENT ID
SCALE: 1/2" = 1'-0" (1) REQUIRED

NEOKRAFT SIGNS

Neokraft Signs, Inc.



Custom Sign Fabrication

These plans are the exclusive property of Neokraft Signs, Inc. and are the result of the original work of its employees. They are submitted to Neokraft's client for the sole purpose of consideration of whether to purchase these plans or to purchase from Neokraft a sign manufactured according to these plans.

Distribution or exhibition of these plans to anyone other than employees of said client, or use of these plans to construct a sign similar to the one embodied herein, is expressly forbidden. In the event that such exhibition or construction occurs, Neokraft expects to be reimbursed \$1500 in compensation for time and effort entailed in creating these plans.

PRESENTATION

WEST NEWBURY PUBLIC SAFETY @4406

LOCATION:	401 MAIN STREET
	WEST NEWBURY, MA
DRAWING NO.:	1 OF 1
DRAWN BY:	BK REP: MM
DATE:	04.18.2018
QUOTE:	@4406
GEN REF.:	



Proposed location for relocation of existing sign upon installation of new sign

INTEROFFICE MEMORANDUM

TO: TOWN MANAGER: ANGUS JENNINGS
FROM: CHIEF ART REED
SUBJECT: TOWN OWNED PROPERTY (POLICE VEHICLE)
DATE: AUGUST 13, 2018
CC:

RECEIVED
AUG 13 2018
TOWN MANAGER
TOWN OF WEST NEWBURY

The Town has had an unwritten policy regarding disposing of old police vehicles. The policy has been the last few years that the "old vehicle" would be placed on an auction list/site hoping to receive the highest amount of value for the vehicle.

I am sending an old police vehicle to a vendor who will be removing the old equipment so some of it can be placed in the new vehicle.

The vehicle we are replacing is unit 301 which is a 2014 Ford Sedan with over 115,000 miles on it. Currently there are some serious issues with the power train. I had the vehicle inspected and was advised when they replaced the power-train fluid there were pieces of metal that came out.

Because of the amount of miles and the cost of fixing the vehicle if it breaks down, I highly suggest that we take what the vendor offers to us as a "trade in" so we don't take the risk of having the vehicle break down on the way back to Town. To fix the current problem of the power train is about \$2,000.00.

Town Manager

From: areed westnewburysafety.org <areed@westnewburysafety.org>
Sent: Tuesday, August 14, 2018 3:21 PM
To: Town Manager
Subject: old ford vehicle sale or auction

Angus,

The company who we are purchasing the next police vehicle from offered \$2500 for the vehicle. I believe that is somewhere close to what we got for the last vehicle car.

Art

Art Reed
Chief of Police



West Newbury Police Department
401 Main Street
West Newbury, MA 01985
Phone: 978-363-1213 | Fax: 978-363-1114
areed@westnewburysafety.org | website: www.westnewburysafety.org

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INTEROFFICE MEMORANDUM

TO: TOWN MANAGER: ANGUS JENNINGS
FROM: CHIEF ART REED
SUBJECT: MOU WITH THE CITY OF NEWBURYPORT (POLICE SERVICES)
DATE: AUGUST 16, 2018
CC:

History:

Recently the West Newbury Police Department had a criminal trial at the Newburyport District Court. The main issue of the case became the town boundaries between the two Towns. The boundary in question is located at or near the turnaround located on Turkey Hill Road next to the reservoir and then heads in a southerly direction towards the Quaker Cemetery. At times the boundary travels down the middle of the road, cutting the road in half.

No one person from either town seems to know exactly where the boundary is set. At times the boundary is in the reservoir and then travels onto Turkey Hill Road cutting the road in half. Over the decades the Town has picked up the trash at the turn around and had paved the road beyond the described area. The easiest solution is both Towns enter into an agreement where as each department can carry on with enforcement activities and not have to worry about where the boundary is located. Another solution would be to hire a certified land survey company.

The City Marshall of Newburyport and I have discussed the situation and have no problem entering into this agreement.. I am requesting that the Town of West Newbury sign the MOU with the City of Newburyport.

I have attached a copy of the proposed MOU.

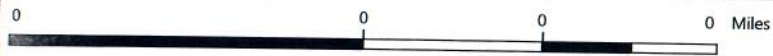
Town of West Newbury



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

8/15/2018
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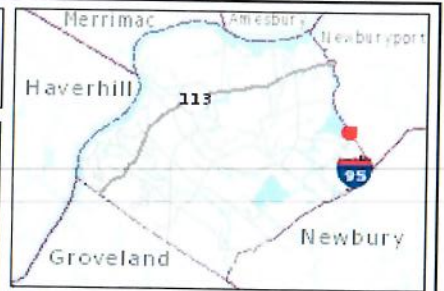
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Data Sources: Produced by Merrimack Valley Planning Commission (MVPC) using data provided by the Town of West Newbury & MassIT/MassGIS. MVPC AND THE TOWN OF WEST NEWBURY MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE ACCURACY, COMPLETENESS, RELIABILITY, OR SUITABILITY OF THESE DATA. THE TOWN OF WEST NEWBURY AND MVPC DOES NOT ASSUME ANY LIABILITY ASSOCIATED WITH THE USE OR MISUSE OF THIS INFORMATION.

Town of West Newbury



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

6/15/2018
Merrimack Valley Planning Commission

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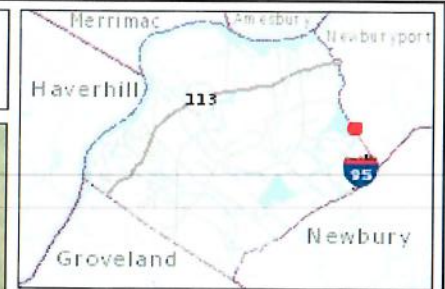
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Town of West Newbury



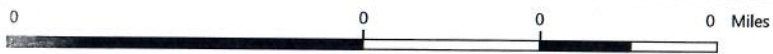
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Legend

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



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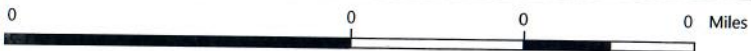
Town of West Newbury



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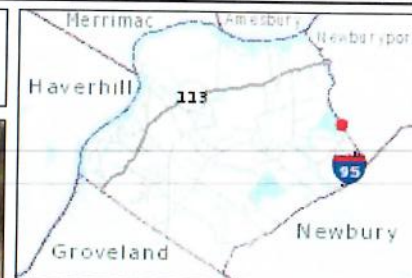
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Town of West Newbury



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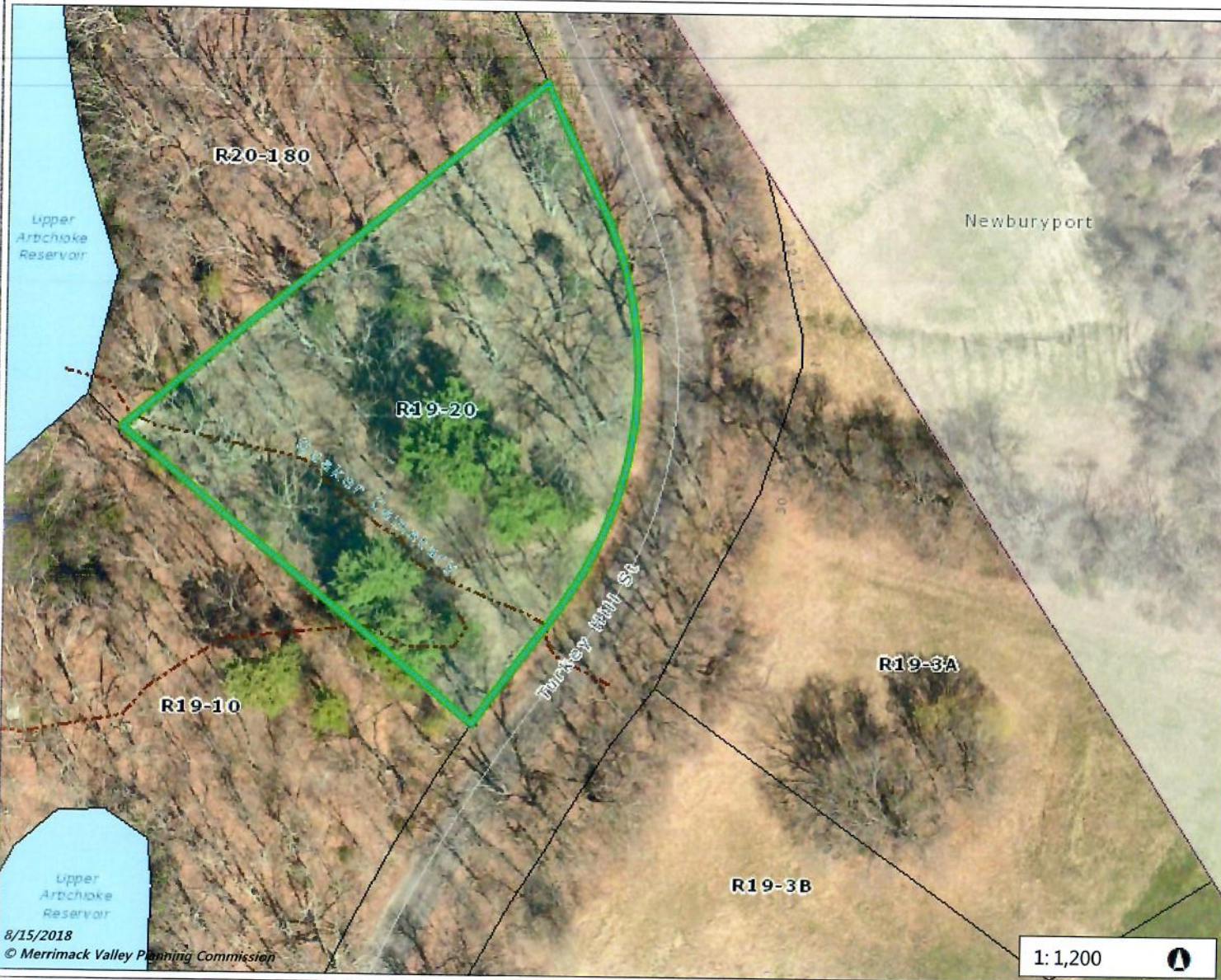
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Town of West Newbury



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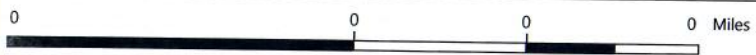
Town of West Newbury



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Town of West Newbury

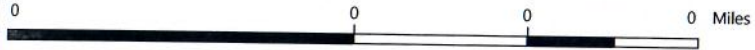


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MUTUAL AID AGREEMENT
Between
WEST NEWBURY POLICE DEPARTMENT
And
NEWBURYPORT POLICE DEPARTMENT

On this _____ day of _____, 2018, the Town of West Newbury Police Department, acting by and through its Town Manager, and the City of Newburyport Police Department, acting by and through its Mayor (collectively “the Parties”), hereby enter into this Mutual Aid Agreement (hereinafter “Agreement”).

WHEREAS, the Parties recognize that, in certain situations the ability of police officers to exercise sworn police powers outside of the territorial limits of the municipality where such officers are regularly employed may be desirable and necessary in order to preserve officer safety and protect the lives, safety, and property of the public; and

WHEREAS, Chapter 40, section 8G of the Massachusetts General Laws has been duly accepted by each of the Parties, and authorizes cities and towns that have accepted its provisions to enter into agreements with other cities and towns to provide mutual aid and support; and

WHEREAS, this Agreement is meant to expand and supplement any existing Mutual Aid Agreements between the Parties; and

WHEREAS, each Party desires to enter into an agreement that sets forth mutually agreeable terms and conditions for the furnishing of law enforcement mutual aid for the exercise of police authority by police officers of each Party within the territorial limits of each other Party.

NOW THEREFORE, the Parties hereto mutually agree as follows:

Section1. Purpose & Authority

This Agreement constitutes an agreement by, between, and among the Parties to establish a strategic working partnership to address public safety concerns including but not limited to: providing mutual aid for the Parties because of terrorist or enemy actions; natural disasters; unusual occurrences, including but not limited to fires, floods, storms, earthquakes, landslides, aircraft accidents, search or rescue operations; other natural or man-caused incidents requiring exceptional police action; school or workplace violence; riots; mob action; civil disturbance; demonstrations; urban insurgencies; impaired driving; drug distribution; electronic & cybercrime; combating violent street gangs and associations; as well as any law enforcement operations.

In order to address these public safety concerns, the Parties hereby agree to have sworn police officers from each department empowered to operate with full police powers, including the power of arrest, in each signatory community, as authorized under G.L. c. 40, § 8G. This type of agreement allows sworn police officers from each signatory community to cross into the geographical jurisdiction of any other signatory community to carry out official police business under the authority of G.L. c. 37, § 13; G.L. c. 40, § 8G; G.L. c. 41, §§ 95, 98, 98A, 99 and similar statutes. Such extraterritorial exercise of police powers is authorized under this Agreement in both mutual aid request and self-activation situations as defined herein. Nothing in this Agreement is intended to be construed to limit the lawful authority of police officers to make arrests or exercise police powers outside of this Agreement.

Section2. Definitions

For purposes of this Agreement, the following terms shall be defined as set forth below:

- a. Chief of Police: A Party's chief law enforcement officer; includes functional equivalent of Chief of Police, whether denominated "Director," "Commissioner," "Marshall," "Superintendent," or similar title.
- b. Commanding Officer: A Party's Chief of Police, designee of the Chief of Police, or Police Officer in charge of a shift.
- c. Official Request: A request for police assistance or for the exercise of Police Powers made by one Party of one or more other Parties under the terms of this Agreement.
- d. Party: The Town of West Newbury and the City of Newburyport that has executed this Agreement through its Chief of Police and/or other authorized signatory.
- e. Police Officer: On-duty sworn municipal police officer regularly employed as such by or in any Party; for purposes of this Agreement, Chiefs of Police shall be the only Police Officers considered on-duty at all times.
- f. Police Powers: All police powers granted by municipalities to Police Officers regularly employed as such, including but not limited to the power of arrest.
- g. Receiving Party: A Party receiving police assistance or in which one or more Police Officer(s) regularly employed as such by another Party is exercising Police Powers in accordance with this Agreement.

- h. Self-Activation: The exercise of Police Powers within the territorial limits of any Party by any Police Officer regularly employed as such by any other Party under the terms of this Agreement in the absence of an Official Request.
- i. Sending Party: A Party that provides police assistance under the terms of this Agreement or that regularly employs one or more Police Officers who exercise Police Powers within the territorial limits of any other Party under the terms of this Agreement.

Section 3 Term of Agreement

It is the intent of the Parties to conduct this partnership on a continuing basis and to hold periodic reviews as the Parties determine and deem necessary to ensure that the agreement is meeting the mutual aid wants and needs of all the Parties hereto. To this end, this Agreement shall be effective as the date of signature by the Parties and shall remain in effect thereafter until terminated.

Section 4 Termination of Agreement

Each of the Parties reserves the right to terminate this Agreement at any time.

Section 5 Amendment of Agreement

This Agreement may be amended from time to time only by a specific writing duly executed by all the Parties.

Section 6 Obligations and Responsibilities

- a. Authority of Officers. The police powers, rights, privileges and immunities of any Police Officer employed by a Party to this Agreement shall extend within the territorial limits of each other Party to this Agreement while such Police Officer operates within the territorial limits of a Receiving Party in accordance with this Agreement, either pursuant to an Official Request or Self-Activation.

Operating within the territorial limits of a Receiving Party in accordance with this Agreement shall not cause a Police Officer to be considered for any purpose to be an employee of the Receiving Party. All employment rights, compensation, and benefits, including but not limited to the provisions of G.L. c. 41, § 111F and/or G.L. c. 32, § 94, shall remain the responsibility of the Sending Party. Notwithstanding the foregoing, any Party may be reimbursed in accordance with this Agreement and shall be entitled to the liability and indemnification protections as outlined herein.

Any citizen or other complaints or investigatory or disciplinary action arising out of the conduct of any Police Officer acting pursuant to this Agreement shall be treated as if the Officer had been operating within the territorial limits of the Sending Party at the time of the incident(s) or conduct at issue, unless otherwise agreed upon by the Sending Party and the Receiving Party.

- b. Command and Control. When exercising Police Powers pursuant to this Agreement, Police Officers shall report as soon as practically possible to the Commanding Officer of the Receiving Party (either in person or by radio or other alternative electronic device) and shall be under the direction and control of said Commanding Officer during the duration of the operation, event or incident in connection with which the Police Officer is exercising Police Powers.

The Commanding Officer of the Sending Party may recall the Police Officers and equipment of the Sending Municipality at the Commanding Officer's sole discretion.

- c. Official Request. Any Party or its designee may request assistance from any other Party for any valid law-enforcement purpose, including but not limited to the purposes set forth in this Agreement. Any Official Request should include all pertinent information such as the nature, location, and expected duration of the event or situation giving rise to the Official Request; the number of Police Officers requested, including specialty requirements; the type of equipment and logistical support needed; the location to which Police Officers should report; and the name of the supervising officer or Commanding Officer to whom Police Officers should report. This Agreement is not intended to impose any obligation on any Party to respond to any Official Request.
- d. Self-Activation. A Police Officer who observes or becomes aware of any violation of law within the territorial limits of any Party (including the Sending Party), may exercise Police Powers within the territorial limits of any Party for the purpose of preventing harm to the public; preventing loss or damage to property; engaging and stopping unlawful behavior; investigating possible criminal violations; increasing the capability of all Parties to protect the lives, safety, and property of people in the area; detaining offenders pending arrival of a Police Officer of the Receiving Party; enforcing or investigating any traffic-related incident or violation, whether or not it was originally observed in territorial limits of the Sending Party; and fresh-and-continued pursuit or exigent circumstances as otherwise authorized by law.
- e. Area of Turkey Hill Road at the Turn Around. The Parties recognize that their precise territorial limits are unclear with respect to the area of Turkey Hill Road at the turn around. As a result, Police Officers from each Party agency shall have jurisdiction to patrol, conduct police operations, and exercise all Police Powers in

this area. Each Party shall be responsible for responding to any calls for service to this area, which is received by that Party. Any and all police reports and/or log entries generated by one Party related to this area shall be provided to the other Party as soon as practicable.

- f. Notification to Receiving Party of Exercise of Police Powers. Whenever Police Powers are exercised by a Police Officer in a Receiving Party pursuant to this Agreement, the Commanding Officer of the Receiving Party shall be notified promptly, given the circumstances, by the Police Officer exercising the Police Powers so that arrangements can be made for any arrestee to be transported to the appropriate police headquarters to undergo the required administrative booking process in the jurisdiction where the arrest occurred or other appropriate administrative action may be taken. Such notification is intended to ensure that the Police Officer has properly recorded all of the facts and circumstances of the arrest or other police action, the appropriate biographical data of any involved persons, and the documentation necessary for the effective prosecution of any criminal defendant in a court of proper jurisdiction.
- g. Powers of Police Officers. The powers of all the Police Officers operating under this Agreement shall remain in full force and effect for the duration of this Agreement unless any of the following should occur:
 - i. Separation of service from the employing agency; or
 - ii. The Chief of Police or designee of the Sending Party imposes a restriction on the Police Officer's authority to exercise Police Powers in accordance with this Agreement.
- h. Costs and Expenses. Each Party to this Agreement shall assume and be responsible for paying all of its own personnel costs, including, but not limited to, the salaries, overtime premiums, and disability benefits payable to its own Police Officers, and all of its own equipment costs, including, but not limited to, damage to or loss of its own equipment, and use of fuel, ammunition and other expendable supplies; provided, however, that the Receiving Party, if an Official Request has been made, shall reimburse the Sending Party for such payments to the extent there is insurance coverage available to do so and/or any Federal or State grant funds and/or emergency funds (e.g., in the event of a natural disaster) available to do so.

Section 7 Liability and Indemnification

Each Party to this agreement agrees to assume its own defense and hold each other Party, its agents, servants, and employees harmless from all suits and claims brought by third parties arising out of any act or omission committed by that Party or its Police Officers.

Section 8 Successor and Assigns

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns and the public body or bodies succeeding to the respective interests of the Parties.

Section 9 Section Headings

The headings of the Sections set forth herein are for convenience of reference only and are not part of this Agreement and shall be disregarded in constituting or interpreting any of the provisions of this Agreement.

Section 10 Execution of Counterparts

This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

Section 11 Stability of Agreement

This Agreement is to be construed in accordance with the laws of the Commonwealth of Massachusetts and the Ordinances/Bylaws of the Parties. This Agreement, along with any referred to Attachment(s), embodies the entire agreement between the Parties hereto, and each Party acknowledges that there are no inducements, promises, terms, conditions or obligations made or entered into other than those contained herein.

Section 12 Invalidity

If any provision of this Agreement is held to be illegal, invalid or unenforceable, the remaining terms and provisions shall not be affected and shall remain in full force and effect.

Section 13 Non-Waiver

The failure of any Party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of such provisions or of the right of such party thereafter to enforce any such provisions.

Section 14 Legal Advice

The Parties acknowledge that each has had the opportunity to fully discuss and review the terms of the Agreement with an attorney. Each Party further acknowledges that it has carefully read the Agreement, understands its meaning and intent) and freely and

voluntarily assents to all of the terms and conditions hereof, and signs the Agreement of his or her own free will.

Section 15 Signatories

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date written above.

TOWN OF WEST NEWBURY:
By its Town Manager

Angus Jennings, Town Manager

Art Reed, Chief of Police
West Newbury Police Department

CITY OF NEWBURYPORT:
By its Mayor

Donna D. Holaday, Mayor

Mark Murray, City Marshall
Newburyport Police Department



Town of West Newbury

381 Main Street

West Newbury, Massachusetts 01985

Angus Jennings, Town Manager

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

townmanager@wnewbury.org

TO: Board of Selectmen
FROM: Angus Jennings, Town Manager
DATE: August 18, 2018
RE: Proposed revised job description – Police Corporal

The enclosed job description is proposed to replace any previous job descriptions for the same position.

Town Counsel has advised that Chief Reed has authority to enact the revised job description if the Board of Selectmen takes no action on the matter for 30 days. However, Board endorsement at this time would allow the revised job description to take immediate effect.

I recommend endorsement of the proposed revised job description.

Where town has not accepted provisions of ALM GL c 41 § § 97 and 97A and ALM GL c 147 § 17B, statute applicable to appointment of police officers is ALM GL c 41 § § 96, and pursuant to ALM GL c 41 § § 108A and 108C, town may under ALM GL c 41 § 21A provide by bylaw that regular work week of police officers shall be forty hours and that they shall receive overtime pay at straight time rates for hours over forty; nor was such bylaw invalid as being inconsistent with ALM GL c 147 § 17C because latter statute is permissive in terms and does not bar reasonably consistent municipal regulation under ALM GL c 41 § § 108A and 108C and ALM GL c 40 § 21A, nor was such bylaw invalid because it adjusted overtime rate retroactive to January 1 of year of adoption, latter provision being authorized by ALM GL c 41 § 108A. *Bartley v Watertown* (1966) 350 Mass 622, 216 NE2d 89.

Towns have alternative of having "strong" chief of police who under ALM GL c 41 § 97A has supervisory and regulatory control of department or "weak" chief of police who under ALM GL c 41 § 97 must yield control of department to selectmen or no chief of police at all. Chief of *Police v Westford* (1974) 365 Mass 526, 313 NE2d 443, 88 BNA LRRM 2509.

Provisions of collective bargaining agreement between town and police officers' union did not conflict with portion of ALM GL c 41 § 97 giving chief of police "imme-

diately control" of police officers. Chief of *Police v Westford* (1974) 365 Mass 526, 313 NE2d 443, 88 BNA LRRM 2509.

Predecessor to this section was not unconstitutional because it allowed selectmen to discharge police officer at their pleasure, without hearing and notice of reason for discharge. *Stetson v Board of Selectmen* (1976) 369 Mass 755, 343 NE2d 382.

Under predecessor to this section though fact of discharge was ordinarily not enough to warrant hearing, hearing was required if police officer was discharged for immoral, illegal conduct such as adultery, since such charges damaged person's standing in community and foreclosed other employment opportunities. *Stetson v Board of Selectmen* (1976) 369 Mass 755, 343 NE2d 382.

Section not violated by town's consolidation of police and fire departments, since section does not expressly prohibit such consolidation. *O'Leary v Town Manager of Arlington* (1976) 371 Mass 251, 356 NE2d 697.

Police officer entitled to compensation for period of unlawful discharge not entitled to be paid for loss of "special detail" work. *Board of Selectmen v Municipal Court of Boston* (1981, Mass App) 11 Mass App 659, 418 NE2d 640.

Under "weak chief" statute, selectmen, and not police chief, had authority to direct deployment of new police cruisers. *Erickson v Civil Serv. Comm'n* (1999) 46 Mass App 906, 704 NE2d 522.

§ 97A. Police Departments in Certain Towns; Establishment.

In any town which accepts this section there shall be a police department established by the selectmen, and such department shall be under the supervision of an officer to be known as the chief of police. The selectmen of any such town shall appoint a chief of police and such other officers as they deem necessary, and fix their compensation, not exceeding, in the aggregate, the annual appropriation therefor. In any such town in which such appointments are not subject to chapter thirty-one, they shall be made annually or for a term of years not exceeding three years, as the selectmen shall determine, and the selectmen may remove such chief or other officers for cause at any time after a hearing. The chief of police in any such town shall from time to time make suitable regulations governing the police department, and the officers thereof, subject to the approval of the selectmen; provided,

that such regulations shall become effective without such approval upon the failure of the selectmen to take action thereon within thirty days after they have been submitted to them by the chief of police. The chief of police in any such town shall be in immediate control of all town property used by the department, and of the police officers, whom he shall assign to their respective duties and who shall obey his orders. Section ninety-seven shall not apply in any town which accepts the provisions of this section. Acceptance of the provisions of this section shall be by a vote at an annual town meeting.

History—

1948, 540; 1948, 595; 1975, 336.

Editorial Note—

The 1948 amendment rewrote the section.

The 1975 amendment rewrote the third sentence to provide appointment for a term not exceeding three years.

Jurisprudence—

70 Am Jur 2d, Sheriffs, Police and Constables § § 7, 8, 9, 12.
22 Am Jur Trials 1, Prisoners' Rights Litigation.

CASE NOTES

1. In general
2. Contracts; collective bargaining
3. Removal or suspension
4. Miscellaneous

1. In general

In absence of contrary indication in statute, once statute subject to local acceptance, such as instant section, is accepted by town, statute becomes applicable statute law subject to change only by Legislature, and town may not rescind its acceptance by vote of town meeting, nor is there anything in Articles 2 and 89 of Amendments to Massachusetts Constitution, Home Rule Amendment, nor in ALM GL c 43B, Home Rule Procedures Act, which confers any such power of rescission on town. Chief of *Police v Dracut* (1970) 357 Mass 492, 258 NE2d 531 (superseded by statute, on other grounds, as stated in *Labor Relations Com. v Natick* (1976) 369 Mass 431, 339 NE2d 900, 92 BNA LRRM 2932).

Selectmen have exclusive power of appointment of sergeants under ALM GL c 41 § 97A. *Marsh v Yarmouth* (1980) 9 Mass App 929, 404 NE2d 128.

Personnel decisions are nondelegable in connection with police assignments and part-time assignments. *Fall River v Teamsters Union, Local 526* (1989) 27 Mass App 649, 541 NE2d 1015, 135 BNA LRRM 2320, review den (1989) 406 Mass 1101, 546 NE2d 375.

Discretionary appointment is subject to scrutiny for compliance with public policy especially where members of elected board whose term of service is about to end may be disposed toward favoritism or indiscretion. *White v Board of Selectmen* (1989) 27 Mass App 1117, 537 NE2d 173.

While ALM GL c 150E § 7(d) states that collective bargaining agreement will prevail over municipal regulations generally and over regulations of police chief issued under ALM c 41 § 97A, § 7(d) does not displace general authority vested in police chief by § 97A to order his officers to mandatory overtime deployment when in his judgment public safety so requires. *Town of Andover v Andover Police Patrolmen's Union* (1998) 45 Mass App 167, 696 NE2d 161, review den 428 Mass 1105.

**COMMONWEALTH OF MASSACHUSETTS
TOWN OF WEST NEWBURY**

JOB TITLE: CORPORAL

A. SUMMARY

The Corporal is a layer of supervision within the chain of command of the police department.

The Corporal receives general supervision from the Chief of Police or Patrol Sergeant and exercises direct supervision over assigned personnel. An individual holding this rank is expected to be familiar with the responsibilities and duties of other sworn officers. In the absence of the Sergeant, may assume and perform some of their duties.

B. GENERAL DUTIES AND RESPONSIBILITIES:

1. Ability of carry out oral and written instructions.
2. Ability to effectively communicate with all persons including staff, visitors, subordinates, etc. in writing and orally.
3. Ability to provide and support community policing initiatives.
4. Oversees and perform a variety of administrative and technical tasks relative to assigned area of responsibility and performs related work as required.
5. Prepares for and conducts roll calls/assignments.
6. Coordinate police activities with the Chief or Sergeants.
7. Patrols the Town, investigating suspicious activity or people and investigating unusual or suspicious circumstances.
8. Patrols assigned areas on foot or by motor vehicle to control traffic, prevent or deter crime and arrest violators; issues warnings or citations to drivers when violations of motor vehicle laws are observed.
9. Writes, and files with supervisor, crime reports and daily activity reports of disturbances, accidents, crimes and tickets issued in prescribed format.
10. Assists public; delivers emergency messages; helps motorists with flat tires, stalled vehicles or keys locked in car; advises/educates community on crime prevention techniques.
11. Responds to emergency alarms and dispatched calls; makes quick decisions based on analysis of situations and facts.
12. Testifies in court in response to subpoena as witness and/or reporting officer to crime.
13. Investigates crimes, and accidents of all kinds; interviews suspects and witnesses; collects evidence and facts; files report with supervisor.
14. Provide for the security, cleanliness and maintenance of the Station House and its equipment, during his tour of duty.
15. Be responsible for the care and handling of prisoners in accordance with departmental policies and procedures and state law.

Department: Police

Date of Revision: FY18 (Proposed)

16. Provide for the security, cleanliness and maintenance of the Station House and its equipment, during his tour of duty.

SPECIFIC DUTIES AND RESPONSIBILITIES – PREVENTIVE PATROL:

1. Ability to supervise, direct, delegate, make logical decisions and coordinate special events/assignments.
2. Performs and documents disciplinary actions or performance evaluations.
3. Reviews officers' reports and daily activity logs for accuracy, completeness and essential elements; assists other officers with difficult situations; decides which emergency situations requires contacting a Sergeant.
4. Conducts vehicle equipment and building inspections as assigned
5. Conduct a continuing review of assigned activities to identify problems and develop recommendations for improving services.
6. Trains new officers in the field according to established schedule and guidelines; submits written evaluation of trainee performance to supervisor.
7. Provides training for current employees.
8. Perform such other duties as may be assigned by Chief or Sergeant

Corporal
12-10-03

**COMMONWEALTH OF MASSACHUSETTS
TOWN OF WEST NEWBURY**

JOB TITLE: CORPORAL

SUMMARY

A Corporal occupies the second level of supervision in the Department. His primary responsibility is to assist the Sergeant in the discharge of his duties

The Corporal shall assist the Sergeant in enforcing compliance with the Department regulations. He shall report all infractions to the Sergeant

GENERAL DUTIES AND RESPONSIBILITIES

It is the duty and responsibility of the Corporal to:

1. Exercise all the duties and responsibilities of the Sergeant in the absence of the Chief and the Sergeants.
2. Assume the duties, subordinate to the Chief, in the absence of the Sergeants.

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

Article 1. Purpose

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

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

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

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

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

Article 2. Definitions

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

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

Article 3. Term

This Agreement shall take effect upon its approval and execution by the Boards of Selectmen of the respective Participating Governmental Units, and shall expire on June 30, 2018. However, the Agreement may be extended by up to two additional one-year terms commencing on July 1, 2018, and July 1, 2019, respectively. Any such extension term(s) shall be subject to approval by the Town of Salisbury, as authorized by its Board of Selectmen, and the Town of West Newbury, as authorized by its Board of Selectmen. Either Participating Governmental Unit shall give notice in writing to the other at least ninety (90) days prior to the start of the fiscal year of whether or not it wishes to extend this initial term. Should the parties fail to extend this Agreement by written addendum hereto, the agreement shall terminate upon the last day of the then-current term.

Article 4. Lead Town

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

Article 5. Funding Contribution

During Fiscal Year 2019, the Town of West Newbury shall pay the Town of Salisbury for pump out services a total sum of \$6000.00 (\$3,000.00 for expenses and \$3,000.00 for wages) to be paid in four equal quarterly payments of \$1,500.00 on or before November 1, 2018, January 1, 2019, March 1, 2019 and May 1, 2019. This payment shall include all applicable expenses incurred by the Town of Salisbury in providing pump out services on behalf of the Participating Governmental Units, including, but not limited to, wages and any other applicable benefits. Nothing herein shall prevent the parties from mutually agreeing in writing to change the funding contribution during the initial term or any extended term of this agreement, subject to available appropriation.

Article 6. Financial Safeguards

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

Article 7. Hours of Services and Service Requirements

The Town of Salisbury shall provide pump out services under this Agreement on an as-needed basis in accordance with Schedule A, which is attached hereto and incorporated herein.

Article 8. Vehicle Usage

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

Article 9. Fees and Fines

Any fees or fines collected during the provision of pump-out services will be collected on behalf of and returned to the Participating Governmental Unit from within the municipal boundaries of which the service is performed.

Article 10. Indemnification

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

Article 11. Miscellaneous


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

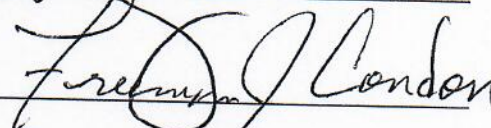
Witness our hands and seals as of this 11th day of June, 2018

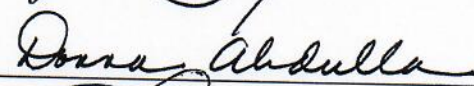
TOWN OF WEST NEWBURY
By its Board of Selectmen


Dated: _____

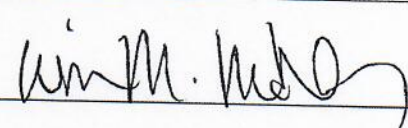
TOWN OF SALISBURY
By its Board of Selectmen













Stormwater Management

Massachusetts MS4 Permit, First Year Requirements

U.S. EPA | STORMWATER OUTREACH IN MASSACHUSETTS

Completion Due Date	Requirement	Task	Permit section for reference
10/1/2018	Notice of Intent (NOI)	Prepare and Submit NOI for Permit Coverage 90 days from the permit effective date.	Appendix E
6/30/2019	Prepare Stormwater Management Plan (SWMP)	Develop/update written SWMP.	1.10.a & 1.10.2
6/30/2019	Illicit Discharge Detection and Elimination (IDDE)	Complete written IDDE procedures and rank outfalls for IDDE investigation. Document Sanitary Sewer Overflows to the MS4 during the past 5 years.	2.3.4.6 & 2.3.4.7 2.3.4.4.b
6/30/2019	Construction Site Runoff Control	Create written procedures for inspecting construction sites for proper sediment controls and conducting site plan reviews.	2.3.5
6/30/2019	Catch Basin Cleaning	Develop and implement a catch basin cleaning schedule with a goal of ensuring no catch basin is more than 50% full. Document catch basins inspected and cleaned, including total mass removed and proper disposal.	2.3.7.a.iii.b
6/30/2019	Street Sweeping	Sweep streets (rural and uncurbed exceptions apply) a minimum of once a year in the spring. Each annual report shall include number of miles cleaned and volume or mass of material removed.	2.3.7.a.iii.c
6/30/2019	Winter Road Maintenance	Develop and implement winter road maintenance procedures including use and storage of salt and sand, minimize the use of salts, ensure that snow is not disposed into waters.	2.3.7.a.ii.e
6/30/2019	Stormwater infrastructure maintenance	Inspect all stormwater treatment structures (excluding catch basins) at least annually and conduct maintenance as necessary.	2.3.7.1.d.vi.

<https://www.epa.gov/npdes-permits/massachusetts-small-ms4-general-permit>

Effective Date

1 yr

2 yr

3 yr

4 yr

5 yr

6 yr

7 yr

8 yr

9 yr

10 yr

Mapping

Outfall Screening

Catchment Work

Written programs

Annual Report

Annual Report

Annual Report

Annual Report

Annual Report

Annual Report

Annual Report

Annual Report

Annual Report

Phase I map due

Phase II map due

Update map w/ outfalls, receiving waters, certain other structures

Update mapping information, including catchment delineations, outfalls, and infrastructure locations (pipes, manholes, catch basins) based on information collected during catchment investigations

Initial Outfall Ranking due

Updated Outfall Ranking due

Dry Weather outfall screening and sampling

Wet weather screening of outfalls and interconnections will be performed as necessary during catchment investigations

Written catchment investigation procedure due

100% problems and catchments with sewage evidence investigated

100% catchments investigated

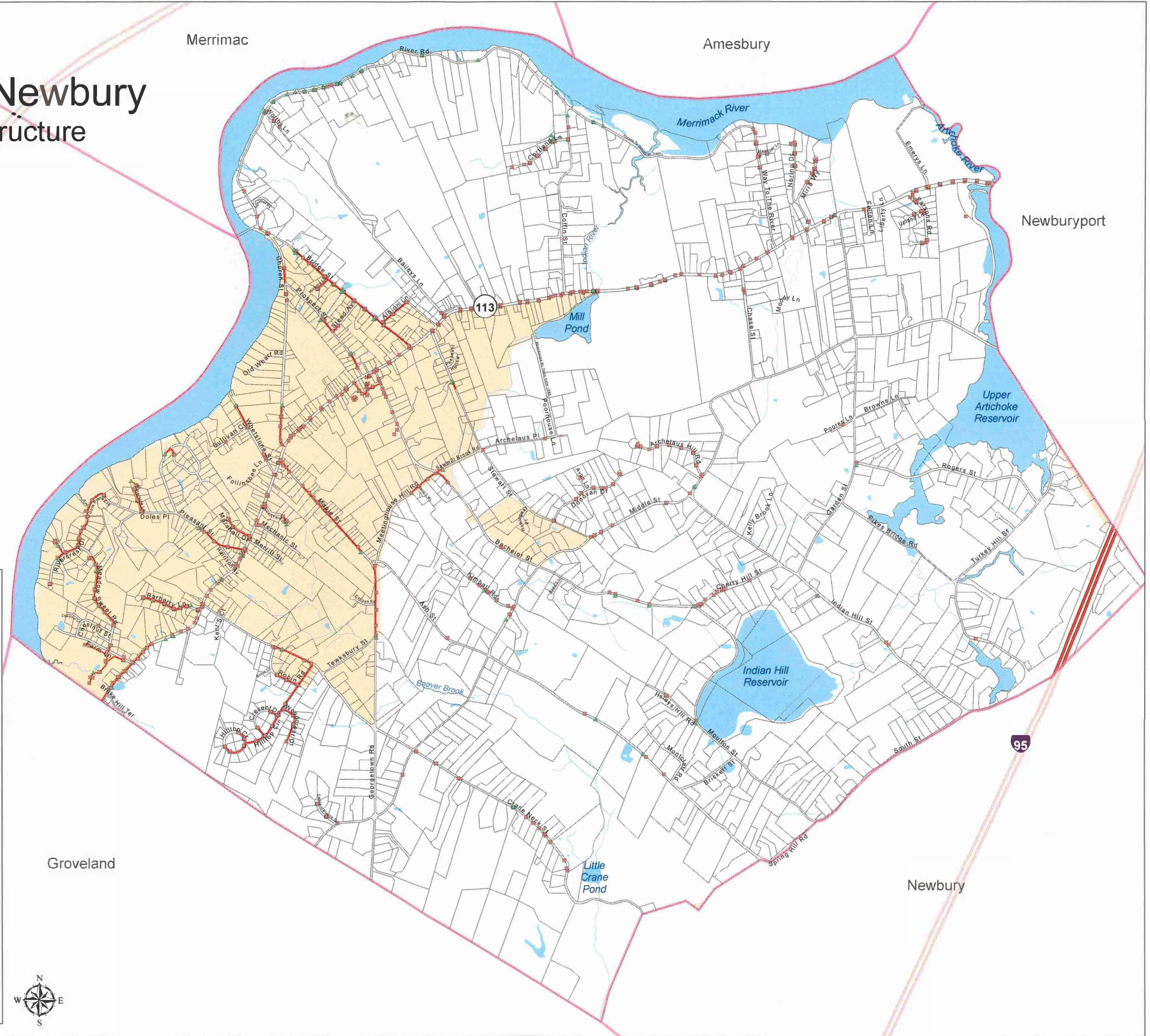
Perform catchment investigations for Problem Outfalls and outfalls/interconnections where dry weather testing indicates sewer input

Perform catchment investigations for remaining outfalls

Written IDDE program, SSO inventory due

Ordinance must be in place for new permittees

Town of West Newbury Drainage Infrastructure



Legend

Census Urbanized Area (2000 and 2010)	Outfall
Town Boundary	Catchbasin
Water	Pipe
Road	
Interstate	
Local Road	

0 1,000 2,000 Feet

Merrimack Valley Planning Commission does not make any warranty, expressed or implied, nor assume any legal liability or responsibility for the accuracy, completeness, or usefulness of the Geographic Information System (GIS) Data or any other data provided herein. The GIS Data is illustrative only and should not be considered for any other purpose. The data does not take the place of a professional survey and has no legal standing on the true shape, size, location, or existence of a geographic feature, property line, or political jurisdiction. Merrimack Valley Planning Commission requests that any use of this information be accompanied by a reference to its source and the Merrimack Valley Planning Commission disclaims that it makes no warranty or representation as to the accuracy of said information. Any use of the information is at the recipient's own risk.

Merrimack Valley Planning Commission

Map of West Newbury Drainage Infrastructure, 2/16/11





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 18, 2018
RE: Update on Pipestave Parking, Circulation and Land Use Advisory Committee

This is an update on progress since last Wednesday's initial meeting of the Pipestave Parking & Circulation Committee.

I have attached the exhibits discussed at last week's meeting, with a couple of modifications made since then for clarity. Although no formal vote was taken, there was support to do additional research on what would be involved with concept 2 showing parking on the Dunn parcel. Gary drew up preliminary estimates of what this scenario could cost.

At their next meeting on Monday at 5 PM, just prior to the Board of Selectmen meeting, the Pipestave Committee will be asked to vote their recommendation of Concept 2. Jean Nelson has advised her option that the parking concept 2 would be eligible for funding through the CPC.

The CPC's next meeting is next Thursday 8/23 at 7:30 pm, which may be their last meeting before the fall Town Meeting warrant closes on September 4th.

In a meeting with Bill Bachrach on August 17, he recommended incorporating the preferred parking concept by the Board into the Parks & Recreation proposal submitted to CPC this past week.

This is a viable option, and offers some advantages.

On the other hand, at least one member of the Pipestave Committee favors submitting a separate proposal to CPC, focused exclusively on a proposal to increase parking for current uses on the site.

At their meeting on Monday, the full Committee will be asked to set a direction with regard to an anticipated CPC proposal, which is expected to be submitted (either within or in addition to the Parks & Rec proposal) next week.



**Town of West Newbury
Pipestave Parking, Circulation and
Land Use Advisory Committee**

Monday, August 20, 2018 @ 5pm
381 Main Street, Town Office Building
www.wnewbury.org

RECEIVED
TOWN CLERK
WEST NEWBURY, MA

2018 AUG 16 PM 12: 24

AGENDA

1. Review and approval of meeting minutes – August 8, 2018
2. Committee member updates
 - a. Proposed changes to Committee composition (add Mill Pond Committee rep; make Town Manager a non-voting member) for consideration by Board of Selectmen
 - b. Correspondence with Essex County Greenbelt and Merrimack Valley Planning Commission regarding GIS data layer for Pipestave / Mill Pond Conservation Restriction
 - c. Status of 2007 Pipestave / Mill Pond Management Plan
3. Review and discussion of draft proposal to Community Preservation Committee to fund parking and circulation improvements on Pipestave and Dunn property
4. Designation of Committee representative(s) for upcoming CPC meeting on Thursday August 23rd at 7:30 PM
5. Discussion of next steps, Committee member tasks for next meeting
6. Set next meeting date
7. Adjourn

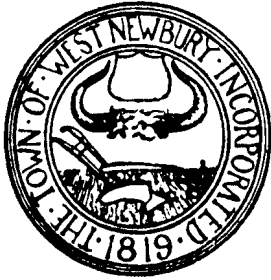
Posted Agenda on 8/16/2018 at the Town Offices and the Town's Official Website www.wnewbury.org

Concept 2: Upper Dunn Field

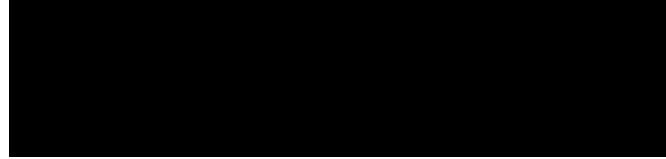


Reinforce sloped drive with gravel to minimize erosion

Retain, but thin out, tree line; preserve/enhance stone wall. New hard pack parking lot with landscaped east edge (possibly stonewall), and possible sitting area(s).



TOWN OF WEST NEWBURY
DEPARTMENT OF PUBLIC WORKS
381 Main Street, West Newbury, MA 01985



NEW PIPESTAVE HILL PARKING ON DUNN PROPERTY
PRELIMINARY ESTIMATE¹

Tree & Brush Clearing	\$ 4,200.00
Machine Time Constructing Access Road and Parking Lot	\$20,200.00
Fencing for Parking Lot and Along Road	\$12,000.00
Dense Grade Gravel, Fill for Road and Parking Area	\$43,500.00
Signage	\$ 800.00
Modifications to Existing Parking Area	\$ 3,000.00
Contingency	<u>\$ 8,400.00</u>
TOTAL	<u>\$92,100.00</u>

Preliminary engineering, permitting costs (@15%) **\$13,900**

TOTAL, ESTIMATE: **\$106,000**

¹ Project cost estimates by DPW Director. Engineering, permitting estimates by Town Manager. Pre-application process with Planning Board to take place in September to refine engineering needs and costs.



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 18, 2018
RE: Update on Pipestave Parking, Circulation and Land Use Advisory Committee

Recommended changes to Committee composition

- Add Mill Pond Committee representative;
- Designate Town Manager a non-voting member.

GIS shapefile for Pipestave Hill / Mill Pond Conservation Restriction

- Town GIS does not include Mill Pond/Pipestave CR.
- Town recently obtained Greenbelt GIS shapefile delineating bounds of "Municipal Use Area" not subject to the CR. GIS layer differs materially from documentation of record.
- Greenbelt and local parties will work together to create more definitive GIS shapefile to delineate Municipal Use Area. Meeting with Abby Hardy-Moss (Greenbelt) and local reps after Labor Day.
- Once in agreed form, including approval by both Greenbelt and Board of Selectmen, MVPC will add shapefile to Town GIS and draft update to Open Space Plan.

Status of 2007 Pipestave Hill / Mill Pond Management Plan

- The Board of Selectmen voted on March 20, 2007 to endorse the Pipestave Hill / Mill Pond Management Plan. Greenbelt records do not document their approval at that time, and they retain the original 2001 Management Plan on file.
- Greenbelt's Director of Land Stewardship has reviewed the 2007 plan relative to the 2001 plan and reported his expectation that the Greenbelt board would be willing to sign the 2007 plan.
- Independent of this process, in recent weeks multiple Selectmen, the Mill Pond Committee Chair, and members of the Pipestave Committee have independently expressed interest in updating the 2007 Management Plan.
- A process is anticipated in the coming months resulting in votes by both Greenbelt (as the CR holder) and the Board of Selectmen to both update the Management Plan and, either concurrently or in advance, endorse a GIS shapefile delineating the Municipal Use Area.



From: [Joe Anderson](#)
To: [Town Manager](#); [Mary Winglass](#)
Subject: Selectmen's Correspondence
Date: Monday, August 13, 2018 1:28:39 PM
Attachments: [Potential Pentucket Land Purchase 8-9-18.pdf](#)

Angus & Mary –

When we voted what Selectmen's correspondence would be forwarded immediately, I was under the impression that only "spam" type e-mail would not be forwarded electronically. One example given was a Verizon rate increase. Based on that definition, I voted in favor of the motion to not immediately forward all e-mail.

In this week's correspondence folder there were three items that I would not consider spam: an e-mail from Town Counsel regarding a potential Pentucket land purchase, a letter from the US Army Corps of Engineers and a letter from the Massachusetts Department of Housing and Community Development.

It was stated that items of "active board interest or inquiry would be forwarded." I think these are all of board interest. Given the potential sale of the property next to Pentucket, that would also be an active inquiry.

I perhaps misinterpreted the definition of what would be appropriate to forward. **We should put this on the August 20th agenda** to re-define and perhaps re-vote this motion.

Thanks,
Joe

Joe Anderson, Selectman
Town of West Newbury
381 Main Street
West Newbury, MA 01985
Phone: 978-360-0829

Local Government Builds Stronger Communities

Learn more about the exciting things we are up to at: www.wnewbury.org

The Massachusetts Secretary of State considers e-mail to be a public record. This communication may also contain legally privileged or confidential information, which may be exempt from public disclosure. If you are not the intended recipient or believe that you have received this communication in error, you are notified that any dissemination or copying of this communication is strictly prohibited. If you have received this communication in error, please delete it and destroy all copies.

TOWN COUNSEL MEMO

TO: Board of Selectmen
FROM: Michael P. McCarron
SUBJECT: Pentucket School Committee Purchase of Land
DATE: August 9, 2018
CC:

This is a confidential communication subject to the attorney client privilege. This communication is exempt from disclosure pursuant to the Public Records Act.

Issue presented: On August 8, 2018, Dr. Bartholomew, Superintendent of the Pentucket Regional School District, presented a letter to the Board of Selectmen stating the School Committee's intention to purchase property in West Newbury abutting the high school. There was a question as to the interpretation of the provisions of MGL c. 71 sec. 16(c) which authorizes a regional school district to acquire property.

Short answer: The Pentucket Regional School District does not need authorization from the Town Meeting of the Town of West Newbury to acquire land in West Newbury where no debt is incurred.

Analysis: In the case of *Merrick vs. Hampden-Wilbraham Regional School District School Committee*, 2 Mass. App. Ct. 796 (1974), the Appeals Court of Massachusetts ruled that:

We feel, however, that this may be an appropriate occasion (citations omitted) for us to indicate our view that G. L. c. 71, Section 16(c), does not require appropriation by two thirds vote of each constituent town in a regional school district prior to a taking of land which is effected pursuant to a vote of the regional district school committee.

By Section 1 of Chapter 538 of the Acts of 1978, the Massachusetts legislation amended MGL c. 71 section 16(c) as follows:

(c) To acquire property within the towns comprising the district under the provisions of chapter seventy-nine and section fourteen of chapter forty for the purposes of the

district and to construct, reconstruct, add to, remodel, make extraordinary repairs to, equip, organize and operate a school or schools for the benefit of the towns comprising the district, and to make any necessary contracts in relation thereto; provided, however, that no property shall be acquired unless the town in which such property is located approves such acquisition by a two-thirds vote at a town meeting which shall be called within sixty days after the district committee authorizes the incurring of debt for such purpose.

Section 2 of Chapter 538 of the Acts of 1978 goes on to state: *“The provisions of section one of this act shall apply only to the acquisition of property for which a regional school district committee has authorized the incurring of debt on or after the effective date of this act.”*

By Chapter 538 of the Acts of 1978, the Massachusetts Legislature effectively amended the ruling in *Merrick* by requiring a two thirds vote in the Town where the property was acquired, but only in the circumstance where debt was incurred. This appears to be only a minor change since (in most circumstances) town meeting approval by majority vote would be required for the approval of the debt. Since no debt is being presented in connection with this purchase, Section 2 of Chapter 538 of the Acts of 1978 would limit town meeting involvement..



DEPARTMENT OF THE ARMY
US ARMY CORPS OF ENGINEERS
NEW ENGLAND DISTRICT
696 VIRGINIA ROAD
CONCORD MA 01742-2751

August 7, 2018

Regulatory Division
File Number: NAE-2018-01255

Twig Rush Dock Association



We have reviewed your application to install a 3-foot by 36-foot ramp and six 4-foot by 20-foot access floats leading to an 8-foot by 28-foot end float. The three landward most 4-foot by 20-foot floats will be affixed with four skid stand-offs per float to support the floats a minimum of 18-inches above the substrate and will be secured with six (6) helical anchors with a rode system to prevent the mooring ropes from contacting the river substrate. The entire float system will extend approximately 158-feet beyond mean high water (MHW) and will impact approximately 72-square feet of salt marsh. This project is located in the Merrimac River on a vacant lot of land (parcel number R1-112) off of Twig Rush Road in West Newbury, Massachusetts. The work is shown on the enclosed plans entitled "ARMY CORPS PERMIT PLAN TWIG RUSH DOCK WEST NEWBURY, MASSACHUSETTS", on three sheets, and dated "May 8, 2018".

Based on the information you have provided, we have determined that the proposed activity, which includes work and/or a discharge of dredged or fill material into waters of the United States, including wetlands, will have only minimal individual or cumulative environmental impacts. Therefore, this work is authorized under the enclosed April 2018 Massachusetts General Permits (MA GPs), specifically GP 3, under the pre-construction notification process. This work must be performed in accordance with the terms and conditions of the GPs and also in compliance with the following special conditions:

1. Mitigation shall consist of the payment of **\$1,026.72** to the Massachusetts In-Lieu Fee (ILF) program. The permittee must send a cashier's check or bank draft to: Brian Kelter, CFO, Department of Fish and Game, 251 Causeway Street, Suite 400, Boston, MA 02114. The check shall be made out to "Commonwealth of Massachusetts, Department of Fish and Game Environmental Mitigation Expendable Trust" and include the Corps file number and the statement: "For ILF account only". The check must be accompanied by the enclosed "Massachusetts In-lieu Fee Project Impact Worksheet" to ensure proper crediting. This is to secure 0.001653 credits for 72 square feet of impact to Marine Intertidal (M2) salt marsh. **Work may not begin until the Corps has received a copy of the MADFG letter acknowledging sale of credits.**

2. The lowermost part of the floats shall be at least 18 inches above the substrate during all tidal cycles.

This authorization requires you to complete and return the enclosed Work Start Notification Form to this office at least two weeks before the anticipated starting date. You must also complete and return the enclosed Compliance Certification Form within one month following the completion of the authorized work.

You are responsible for complying with all of the GPs' requirements. Please review the enclosed GPs carefully, in particular the general conditions beginning on Page 19, to be sure that you understand its requirements. You should ensure that whoever does the work fully understands the requirements and that a copy of the GPs and this authorization letter are at the project site throughout the time the work is underway.

This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law. Performing work not specifically authorized by this determination or failing to comply with any special condition(s) provided above or all the terms and conditions of the GPs may subject you to the enforcement provisions of our regulations.

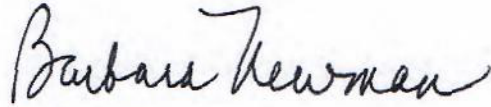
Your project is located within, or may affect resources within the coastal zone. The Massachusetts Office of Coastal Zone Management (CZM) has already determined that no further Federal Consistency Review is required.

This authorization expires on April 5, 2023, unless it is modified, suspended, or revoked before then. You must commence or have under contract to commence the work authorized herein by April 5, 2023 and complete the work by April 5, 2024. If not, you must contact this office to determine the need for further authorization before beginning or continuing the activity. We recommend that you contact us *before* this authorization expires to discuss a time extension or permit reissuance. Please contact us immediately to discuss modification of this authorization if you change the plans or construction methods for work within our jurisdiction. This office must approve any changes before you undertake them.

We continually strive to improve our customer service. In order for us to better serve you, we would appreciate your completing our Customer Service Survey located at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey.

Please contact Mike Wierbonics of my staff at (978) 318-8723 if you have any questions.

Sincerely,



Barbara Newman
Chief, Permits & Enforcement Branch
Regulatory Division

Enclosures

cc:

Ed Reiner, U.S. EPA, Region 1, Boston, Massachusetts, [REDACTED]

Robert Boeri, Coastal Zone Management, Boston, Massachusetts, [REDACTED]

Rachel Freed, DEP NERO, rachel.freed@state.ma.us (DEP File No. 78-685)

Jessica Kenny, DEP NERO, jessica.kenny@state.ma.us (DEP File No. 78-685)

Michael Girvan, MassDEP-WRP, michael.girvan@state.ma.us, (DEP File No. 78-685)

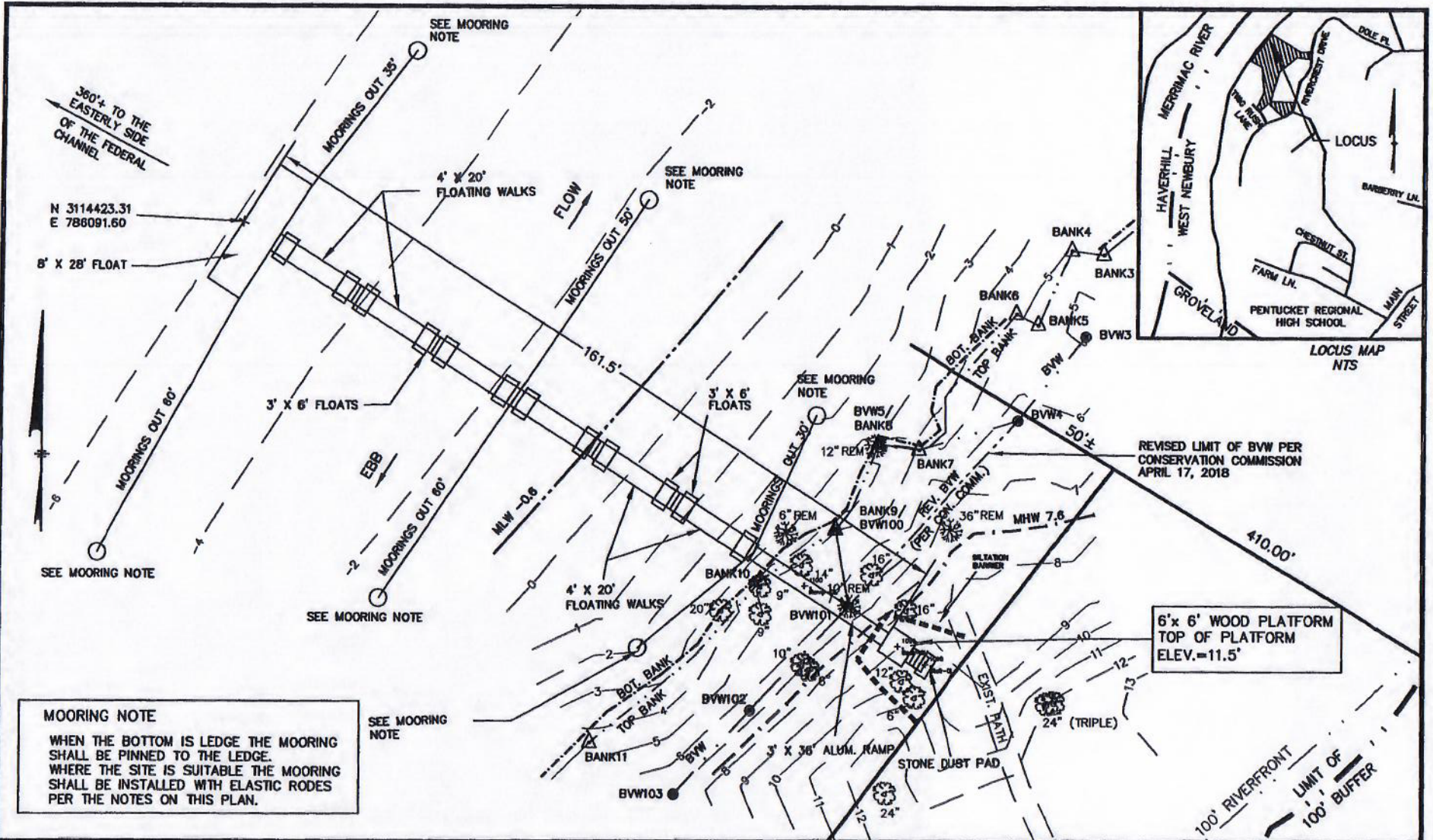
Brian Kelter, CFO, Department of Fish and Game; [REDACTED]

Aisling O'Shea, In-Lieu Fee Program Administrator; MA Department of Fish and Game;
[REDACTED]

Josh Helms, MA ILF Bank Manager; [REDACTED]

Jay Smith, West Newbury Conservation Commission, [REDACTED]

George Zambouras, Atlantic Engineering & Survey Consultants, Inc., [REDACTED]



MOORING NOTE
 WHEN THE BOTTOM IS LEDGE THE MOORING SHALL BE PINNED TO THE LEDGE. WHERE THE SITE IS SUITABLE THE MOORING SHALL BE INSTALLED WITH ELASTIC RODES PER THE NOTES ON THIS PLAN.

SEE MOORING NOTE

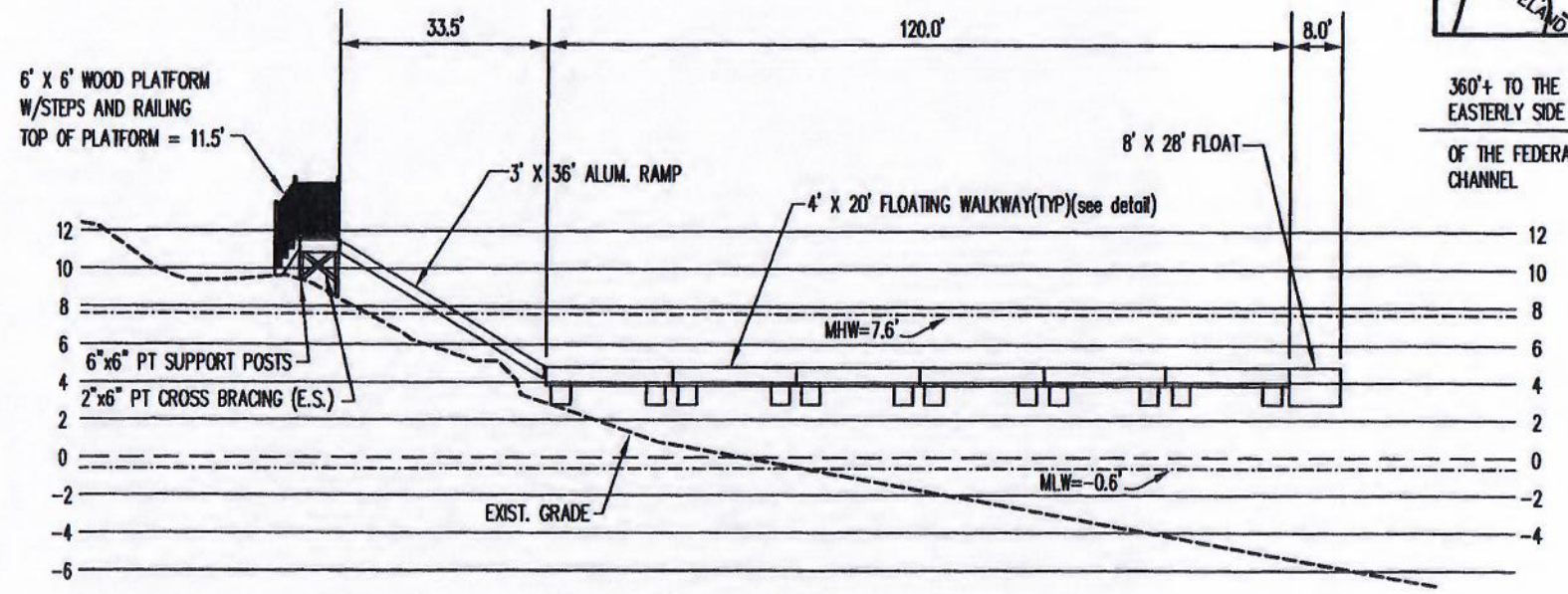
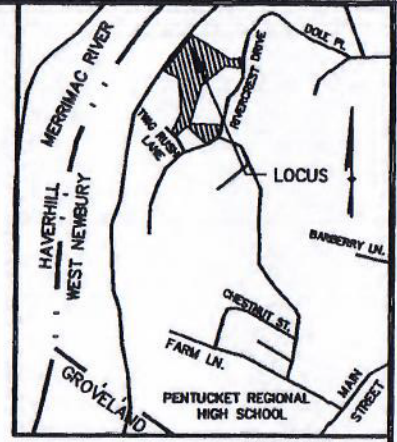
PREPARED FOR:
 TWIG RUSH DOCK ASSOCIATION

DATE: MAY 8, 2018
 SCALE: 1"=30'

**ARMY CORPS PERMIT PLAN
 TWIG RUSH DOCK
 WEST NEWBURY, MASSACHUSETTS**

ENGINEER:
ATLANTIC ENGINEERING & SURVEY CONSULTANTS INC.

SITE PLAN



Scale: Horz: 1"=30'
 Vert: 1"=10'

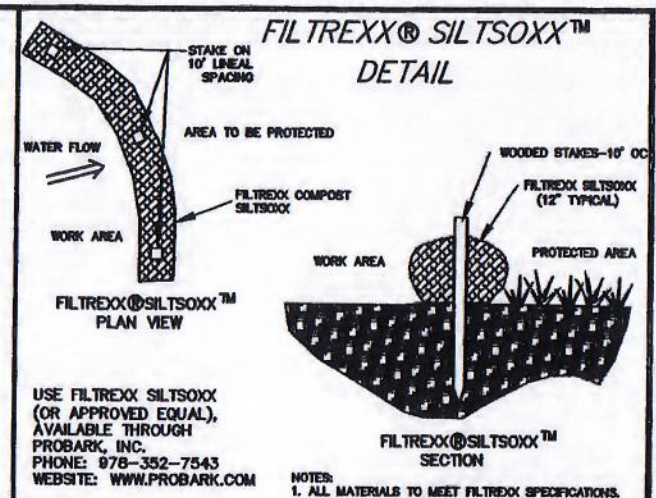
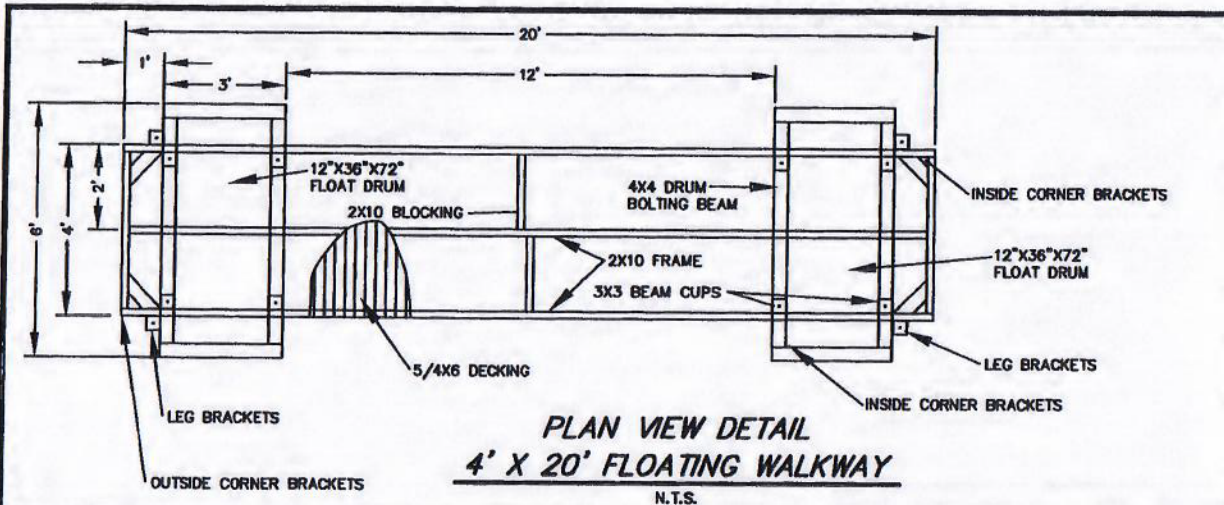
PREPARED FOR:
 TWIG RUSH DOCK ASSOCIATION
 [REDACTED]

DATE: MAY 8, 2018
 SCALE: AS NOTED

**ARMY CORPS PERMIT PLAN
 TWIG RUSH DOCK
 WEST NEWBURY, MASSACHUSETTS**

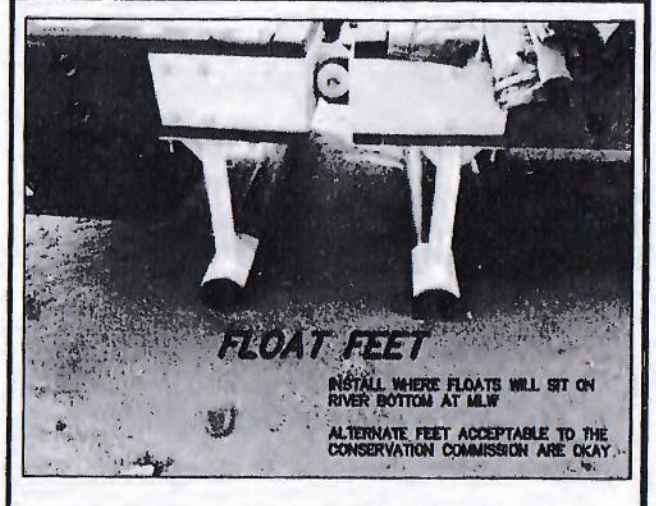
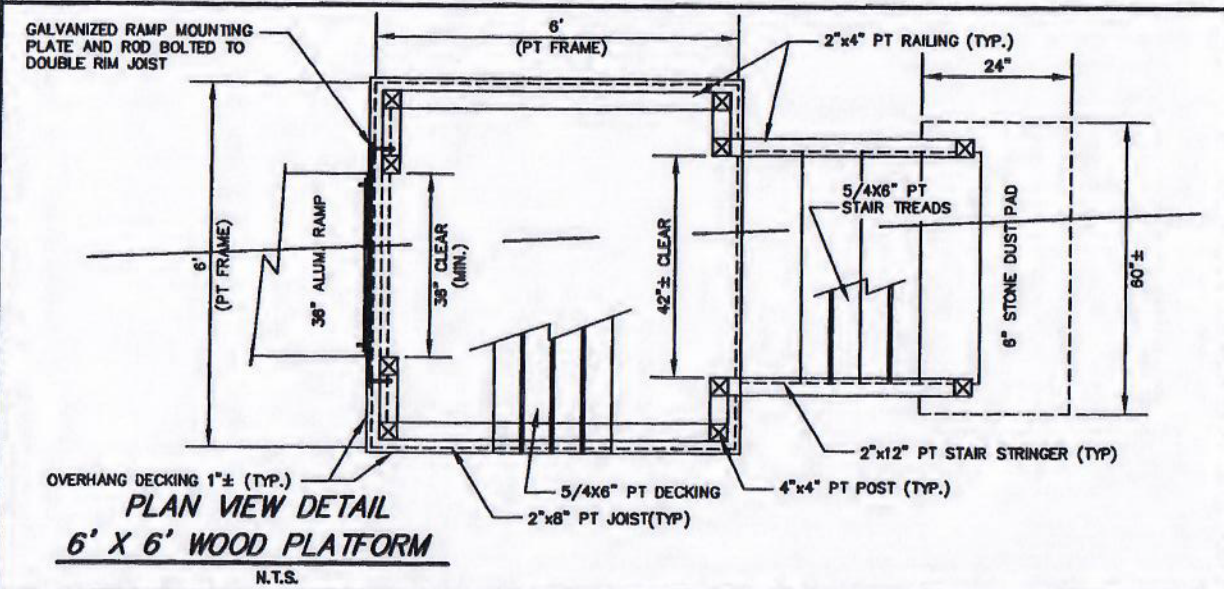
ENGINEER:
 ATLANTIC ENGINEERING & SURVEY CONSULTANTS INC
 [REDACTED]

PROFILE



SILTATION BARRIER
N.T.S.

NOTES:
1. ALL MATERIALS TO MEET FILTREXX SPECIFICATIONS.
2. SILTSOXX COMPOST/SOIL/ROCK/SEED/FILL TO MEET APPLICATION REQUIREMENTS.
3. SILTSOXX DEPICTED IS FOR MINIMUM SLOPES, GREATER SLOPES MAY REQUIRE LARGER SOCKS PER ENGINEER.
4. COMPOST MATERIAL TO BE DISPERSED ON SITE, AS DETERMINED BY ENGINEER.



PREPARED FOR:
TWIG RUSH DOCK ASSOCIATION

DATE: MAY 8, 2018
SCALE: AS NOTED

ENGINEER:
ATLANTIC ENGINEERING & SURVEY CONSULTANTS INC.

**ARMY CORPS PERMIT PLAN
TWIG RUSH DOCK
WEST NEWBURY, MASSACHUSETTS**

DETAILS
SHEET 3 OF 3

MASSACHUSETTS IN-LIEU FEE (ILF) PROJECT IMPACT WORKSHEET

Corps file number: NAE-2018-01255

Date permit issued: 8/7/2018

Corps project manager: Mike Wierbonics

Permittee(s): Twig Rush Dock Association, Criag Gould

Project location/address/Lat/Long (from ORM Location page):

42.792686, -71.016082

8-digit hydrologic unit cc 1070006

Service area from ILF interactive statewide map (include subarea): Coastal

Service area rate/square foot or LF: \$14.26

Area subject to compensation: 72 SF 0 LF

Total Compensation: \$ 1026.72

Number of credits to be purchased from spreadsheet :

Wetlands: 0.001653

Stream: 0

Comments



Commonwealth of Massachusetts
DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Janelle L. Chan, Undersecretary

August 1, 2018

Mr. Glen A Kemper, Chairman
West Newbury Board of Selectman
381 Main Stet
West Newbury, MA 01985

RECEIVED
AUG 06 2018
TOWN MANAGER
TOWN OF WEST NEWBURY

Dear Mr. Kemper:

The Department of Housing and Community Development (DHCD) approves the Town of West Newbury's Housing Production Plan (HPP) pursuant to 760 CMR 56.03(4). The effective date for the HPP is June 18, 2018; the date that DHCD received a complete plan. The HPP has a five year term and will expire on June 17, 2023.

Approval of your HPP allows the Town to request DHCD's Certification of Municipal Compliance when:

- Housing units affordable to low and moderate income households have been produced during one calendar year, the same calendar year for which certification is requested totaling at least 0.5% (8 units) of year round housing units.
- All units produced are eligible to be counted on the Subsidized Housing Inventory (SHI). If you have questions about eligibility for the SHI, please visit our website at: www.mass.gov/dhcd.
- All units have been produced in accordance with the approved HPP and DHCD Guidelines.

I applaud your efforts to plan for the housing needs of West Newbury. Please contact Phillip DeMartino, Technical Assistance Coordinator, at [REDACTED] if you need assistance as you implement your HPP.

Sincerely,

Louis Martin
Associate Director

cc Senator Bruce E. Tarr
Representative Leonard Mirra
Angus Jennings, Town Manager, West Newbury

From: Cindy Sauter
To: [Mary Winglass](#)
Subject: Bicentennial Committee
Date: Wednesday, August 15, 2018 10:16:11 AM

Hi Mary,

I am writing to let you know that I would like to continue my service on the WN Bicentennial Committee. If you need anything additional from me, please let me know.

Thank you,
Cindy Sauter

--



Cindy Sauter, REALTOR
Luxury Listing Specialist, Certified Buyer Agent

A RE/MAX On the River Newburyport





Town of West Newbury Board of Selectmen

Monday, June 25, 2018 6 PM
381 Main Street, Town Office Building
www.wnewbury.org

Open Session Minutes

Selectman Anderson opened the meeting at 6pm. Selectmen in attendance were Joseph H. Anderson, Jr. and David W. Archibald; Chairman Glenn A. Kemper arrived at 6:15pm. Others in attendance were Town Counsel Michael McCarron.

Selectman Anderson moved to go into Executive Session under MGL Chapter 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 Chapter 30A §21(a) 7: To comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements. Second by Selectman Archibald with a unanimous roll call vote: Anderson – aye, Archibald – aye.

Chairman Kemper called the open session back to order at 7pm and announced that this meeting is being broadcasted on local cable TV and recorded for rebroadcast on the local cable channels and on the internet.

Regular Business

I. Police Department: Appointment of Part Time Dispatchers

Police Chief Reed presented a letter of accreditation to Mark Brewer for his actions in saving the life of a resident. Officer Brewer was given the lifesaving ribbon to wear on his uniform.

Police Chief Reed requested hiring two new applicants as part-time Reserve Dispatchers Barbara Bilo and Tracy Alford.

Selectman Anderson motioned to appoint Barbara Bilo and Tracy Alfred as part-time Reserve Dispatcher through June 30, 2019. Seconded by Chairman Archibald and it carried 3-0-0.

Chief Reed announced that the annual National Night Out is on August 7, 2018 at the Pentucket High School from 5:30 – 7:30PM.

II. Park and Recreation: Proposed expansions at Pipestave Hill and Dunn Property

Tom Flaherty and Bill Bachrach, Park and Recreation Commissioners discussed the parking at Pipestave and the Dunn Property. A discussion took place on the vehicular traffic, equestrian parking and turnaround and options to create additional space.

Flaherty provided an update on the Dunn property, requesting an RFQ for an engineer design for a recreational proposal for an all-purpose athletic field, dog park, walking fitness trail, tennis court and paddle ball court, and a senior center. He presented a detailed presentation on the location of each activity as well the current usage at the athletic fields at Pipestave.

The Board decided to create a committee to consist of a member from each of the following; Board of Selectmen, Park and Recreation, Riding and Driving Club and DPW Director Gary Bill to come up with a resolution for the Fall Town Meeting.

Documentation Reviewed: Park and Recreation Presentation 6/25/18

III. Water Department: Hilltop Circle construction activity

A discussion with Paul Howard from Tatar and Howard and Water Superintendent Michael Gootee were present to discuss the activity current taking place on Hilltop Circle, the plan is currently under review by the MASS DEP and hoping the project will be out to bid by mid-August. They are hoping to work on the construction of the water tank by mid Fall, and to have full completion within a year from award of contract.

A discussion took place from concerned residents with the trucks and traffic on Hilltop Circle, clear cutting of trees beyond the 50'planned clear cut, length of time to complete this project and employee parking. The Board of Selectmen will send out updates via the website during the construction to keep communications open during the project. If anyone has a question, please contact the Water Department as the first point of contact.

Documentation Reviewed: Durey Hilltop Concern email 6/14/18

IV. Updated FY'19 Wage Schedule

The wage schedule has been revised to correct discrepancies in salaries.

Chairman Anderson motioned to approve the fiscal FY 19' wage schedule dated 6/19/2018. Seconded by Chairman Kemper, and it carried 3-0-0.

Selectman Anderson and Selectman Archibald agreed to reconcile the FY 19' wage schedule for the following meeting.

Documentation Reviewed: Updated Wages 6/25/18

V. Cataldo Ambulance Agreement Renewal

Chairman Kemper recused himself from the discussion.

Selectman Archibald stated that Section 11 of the signed contract agreement has discrepancies, and he will therefore not sign the contract.

Selectman Anderson motioned to approve the Cataldo Ambulance contract for a period of three years beginning July 1, 2018, contingent only if they provide proper insurance levels by June 28, 2018, otherwise there is no deal. Seconded by Selectman Archibald, and it carried 2-0-0.

Documentation Reviewed: Cataldo Ambulance Contract 2018

VI. Appointments/Reappointments

The Board reviewed and discussed the appointment/reappointment list.

Chairman Kemper motioned to appoint all the people on page 1 & 2 of the appointment list dated June 25, 2018. Seconded by Selectman Anderson, and it carried 3-0-0. All the dates and expirations are noted on the list.

Documentation Reviewed: Appointment List 6/25/18

VII. Payroll and Invoice Warrants

Chairman Kemper motioned to accept the invoice warrants. Seconded by Selectman Anderson and it carried 3-0-0. The Board discussed getting the proper signatures.

Selectman Anderson motioned to accept the payroll warrant. Seconded by Selectman Archibald and it carried 2-0-1. Chairman Kemper abstained. The Board discussed getting the proper signatures.

VIII. Follow up meeting assignments

- Discuss the Park and Recreation parking, and appoint a member to represent them for the committee for the July 9, 2018 meeting.
- Discussion on the Dunn property for either July 9, 2018 or July 23, 2018.
- Proper communication regarding parking for the Water Tower project.
- Update on the FY 19' Wage Schedule
- Have a working discussion with a member from the Division of Local Services to discuss policies.

The Board discussed Andy Gould's vacation buyout.

Chairman Kemper motioned to encumber Andy Gould's vacation buy out in the 2018 fiscal year budget. Seconded by Selectman Anderson, and it carried 3-0-0.

IX. Placing items for future agendas

- Mill Pond Policy Review in August

Selectman Anderson motioned to adjourn at 9:31pm. Seconded by Selectman Archibald, and it carried 3-0-0.

Respectfully Submitted,

Lori Dawidowicz
Recording Secretary



**Town of West Newbury
Board of Selectmen**

Monday, July 23, 2018 7:00 PM
381 Main Street, Town Office Building
www.wnewbury.org

Open Session Meeting Minutes

Selectman Archibald called the meeting to order at 7:01 PM. In attendance were Selectmen David W. Archibald and Joseph H. Anderson, Jr. Others present were Town Counsel, Michael McCarron and Town Manager, Angus Jennings.

Chairman Glenn A. Kemper arrived at approximately 7:05pm.

Selectman Archibald announced that this meeting is being broadcast on local cable TV and recorded for rebroadcast on the local cable channels and on the internet.

Announcements:

Selectman Anderson announced the following:

- Pentucket School Building Committee will meet on July 24, 2018 at 6:30pm to discuss building options and costs.
- National Night Out is Tuesday, August 7th from 5-8pm at the Pentucket Regional High School
- Volunteer Openings can be viewed on the website.
- The Board held a moment of silence for resident Mr. James Tropano, a 94-year-old WWII Veteran whom passed away on July 18, 2018.

Regular Business

- I. Essex County Greenbelt: 4th Annual Road Cycling Event

Representative from Essex County Greenbelt, Jane Rumrell answered questions from the Board regarding the 4th Annual Road Cycling Event.

Selectman Anderson motioned to approve the Essex County Greenbelt application for a race on Saturday September 29, 2018 as outlined in the application. Seconded by Selectman Archibald, and it carried 3-0-0.

Special Event Application from Greenbelt Essex County's Land Trust

- II. Continue review of Short Term Rental Application, 15 Norino Drive

Present: Sara Bellino, Mead, Talerman & Costa representing Colin and Reini Hodgson's short-term rental application for 15 Norino Drive.

Discussion took place on clarification on the application with no new information from Ms. Bellino. Resident Jim Ward spoke in opposition of the application.

Selectman Anderson motioned to deny the application from Colin and Reini Hodgson for a short-term rental based on the feedback received from Town Counsel which outlines numerous reasons. Seconded by Selectman Archibald and it carried 3-0-0.

Ms. Bellino requested to view Town Counsel's feedback; Chairman Kemper instructed her to contact Michael McCarron, Town Counsel tomorrow morning.

February 21, 2018 Application for Short-Term Rental
May 4, 2018 Supplement to Short-Term Rental Application
Decision of the Board of Selectmen on the Application of Colin and Reinheld Hodgson for a Short-Term Rental License for the Property Located at 15 Norino Drive

III. Street Opening Permit: 12 Mirra Way

Selectman Anderson motioned to approve the street opening permit for 12 Mirra Way. Seconded by Selectman Archibald and it carried 3-0-0.

Street Opening Permit: 12 Mirra Way

IV. Request for sign on town property – Jack and Ellen Alden

Present: Jack and Ellen Alden requested to put a seasonal sign on the traffic island at the corner of Route 113 at Gardner Street from July to October.

Discussion took place on location and duration of posting signs. The Board are in support of agriculture but are not going to entertain any new signs at this location and will work on researching this subject.

Memo from Angus Jennings, Town Manager: Request for sign on town property
Request from Jack and Ellen Alden: Signs on Town Property

V. Elisa Grammer: Application for Appointment to Historical Commission and River Access Committee.

Selectman Anderson motioned to appoint Elisa Grammer to the Historical Commission through a term ending June 30, 2021 and to the River Access Committee through a term ending June 30, 2019. Second by Selectman Archibald and it carried 3-0-0.

Application for Appointment from Elisa Grammer

VI. Review of draft Charge for Pipestave/Dunn parking and land use study committee

Discussion took place on a draft charge for the Pipestave/Dunn property proposed by the Park and Recreation Committee. The Board agreed that the committee focus is on parking at Pipestave property and not the Dunn property.

Selectman Anderson motioned to approve the draft charge that Angus Jennings prepared to include the removal of the word Dunn in the title and item number 1. Second by Selectman Archibald and it carried 2-0-1. Chairman Kemper opposed.

Memo from Angus Jennings, Town Manager: Review of draft Committee Charge, Pipestave/Dunn parking, circulation and land use study committee.

VII. Memo from Town Clerk: Early Voting

Discussion took place on early voting starting on October 22, 2018 to November 2, 2018.

Selectman Archibald motioned to approve the use of the facility for early voting as outlined by Town Clerk McCarron. Seconded by Selectman Anderson and it carried 3-0-0.

Memo from Town Clerk Michael McCarron: Early Voting

VIII. Request for appointment of two Police Reserve Officers

Discussion took place on appointing police reserve officers. The Board briefly discussed the past policy and agreed that for tonight they will go with the applications as presented, but in the future, they wish to continue the process that has been followed by having the applicant come in to meet the Board prior to their appointment.

Selectman Anderson motioned to appoint Anthony Mastrangelo and Christopher Hurst as Reserve Police Officers through a term ending June 30, 2019. Seconded by Selectman Archibald and it carried 3-0-0.

Memo from Angus Jennings, Town Manager and Memo from Police Chief Reed

IX. Request for Reappointments

The Board reviewed a list of reappointments as follows: Krystelle Griskiewicz and Gregory Garnache one-year appointments to the Bicentennial Committee; Marlene Switzer a one-year

appointment to the Carr Post Building Committee and Barry LaCroix a one-year appointment to the River Access Committee.

Selectman Anderson motioned to appoint the names on the appointment list with the terms identified. Seconded by Selectman Archibald and it carried 3-0-0.

List of four requests for reappointment

- X. Request for endorsement of revisions to building permit fees as proposed by the Inspectional Services Department

Glen Clohecy, Building Inspector was present and discussed his proposal to raise the building permit fees. The proposed raise to the building fees would keep the department self-funded and puts West Newbury in the middle compared to surrounding towns.

Selectman Anderson motioned to increase the building permit fee schedule as recommended by the Building Inspector. Seconded by Selectman Archibald and it carried 3-0-0.

Memo from Angus Jennings, Town Manager and a revised Building Permit Fee Schedule

- XI. FY'18 Invoice Warrants

Selectman Anderson motioned to approve the FY'18 Invoice Warrants. Seconded by Selectman Archibald and it carried 3-0-0.

- XII. Approval of meeting minutes: May 14, 2018, May 29, 2018 and June 9, 2018

Selectman Archibald motioned to approve the May 14, 2018, May 29, 2018 and June 9, 2018 meeting minutes. Seconded by Selectman Anderson, and it carried 3-0-0.

After a brief discussion regarding the minutes, Selectman Anderson motioned to approve the minutes dated May 29, 2018, and June 9, 2018 as amended. Seconded by Archibald and it carried 3-0-0.

Town Manager Update

1. Announcement of intent to appoint Electrical Inspector

The Board agreed that Angus Jennings, Town Manager appoints this position. The Board briefly discussed Sec. 10 (a) of Chapter 97 of the Acts of 2017 ("Town Manager Act") legislature and the 15-day grace period for the Board of Selectmen to waive the appointee after Town Manger issues an appointment.

Selectman Anderson motioned to appoint Thomas Tombarello, Jr. as the Electrical Inspector and waive the 15-day grace period. Seconded by Selectman Archibald and it carried 3-0-0.

Memo from Angus Jennings, Town Manager: Intent to appoint Electrical Inspector

2. Update on preliminary observations and anticipated Town Manager work plan items

- Schedule meeting to discuss the bridge repair with staff and Newburyport
- Attended a MVPC meeting which focused on OSHA requirements. Mr. Jennings stated that this will take effect in February and has been working with certain departments on new standards.
- Working on a salary matrix compared to other Northshore towns.
- Working to streamline and centralize the payroll process.
- Reviewing the policies and bylaws.
- Prepare for the FY'18 audit and meeting with staff and the town auditor
- Proposed that all the meeting materials be sent in a single PDF rather than multiple links; the Board agreed to move forward.
- Discussion took place on meeting minutes and the Board requested that they be kept brief.

3. Review of 2001 Board of Selectmen Committee Handbook and discussion of potential updates

Town Manager Jennings discussed the 2001 Board of Selectmen Committee Handbook to review for recommended updates; the Board is in agreement with updating the handbook.

*Memo from Angus Jennings, Town Manager: 2001 Committee Handbook, potential updates
Copy of Committee Handbook*

4. Update on Department Head goals and recommended timing/method of FY18 performance evaluations

Discussion took place on the timeline for reviewing performance evaluations to be completed by the end of September.

Memo from Angus Jennings, Town Manager: Department Head Goals and recommended approach to performance evaluations.

5. Update on Page School generator

Discussion took place on the assessment of the replacement generator process with an uncertain completion time.

Memo from Angus Jennings, Town Manager: Update on Page School generator

XIII. Follow-Up Meeting Assignments

The Board agreed that Angus Jennings will keep track of the following up meeting assignments.

XIV. Future Agenda

- Selectmen FY 19' Objectives
- Schedule Bicentennial Committee
- Discuss Fall Town Meeting Schedule
- Ambulance Contract signature
- DLS discussion with the Finance Committee for the August 13, 2018
- Warrant for the state primary

Selectman Anderson motioned to adjourn at approximately 9:42pm. Seconded by Selectman Archibald and it carried 3-0-0.

Respectfully Submitted,

Lori Dawidowicz
Recording Secretary