



**Town of West Newbury
Select Board
Monday, August 21, 2023 @ 5:30pm
381 Main Street, Town Office Building
www.wnewbury.org**

REC'D W. NEWBURY CLERK
AUG 21 11 20AM '23

AGENDA

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

- ❖ MGL Ch. 30A §21(a) 7: To comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements (*Elliot Fund*);
- ❖ MGL Ch. 30A §21(a) 6: To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body (*31 Dole Place; potential alternate sites for water testing*).

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

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

Announcements:

- This meeting is being broadcast on local cable TV and recorded for rebroadcast on the local cable channels and on the internet. Meeting also accessible by remote participation; instructions below.
- 2023 Summer Bandstand Concert Series – Thursdays at 6:30pm – list of performers located on Town website
- Fall Special Town Meeting warrant to close on Tuesday, Sept. 5th. Proposed warrant articles due to be submitted to Town Clerk's office no later than Thursday, August 31st! Blank article request forms posted online and available on request.
- Call for volunteers! FY24 positions on Boards/Commissions/Committees. See www.wnewbury.org/volunteer
- Reminder to subscribe for emailed Town agendas/news/announcements at www.wnewbury.org/subscribe

Regular Business

- A. Public hearing to consider proposed Municipal Energy Aggregation Plan
- B. Select Board review of Committees' charge / function: Investment Policy Committee
- C. Request for reappointment of Chris Wilde to Investment Policy Committee
- D. Review of draft Solar Feasibility Study
- E. Review of updated draft Memorandum of Understanding with Board of Water Commissioners re use of ARPA funds for Church/Prospect water main replacement project
- F. Discussion of draft Water rate study and Water Distribution System Study Update ("hydraulic study")
- G. Discussion of proposal for follow-up evaluation of ash trees receiving inoculation against Emerald Ash Borer (EAB)
- H. Review of proposed extension of Learning Tree lease, FY24-25
- I. Preview of known/potential articles for Fall 2023 Special Town Meeting; and review of STM timeline
- J. Discussion of timing/process for Pentucket presentation of FY25 budget to 3 Pentucket towns
- K. Discussion of potential to hold land use planning event to facilitate public engagement regarding multiple ongoing major planning projects / initiatives; or, alternatively, to hold separate events
- L. Discussion of process by which decisions are made regarding location, construction of new trails/parking on town-owned land
- M. Discussion of potential to post semi-regular Select Board mtgs to facilitate discussions/deliberations to supplement regular meeting schedule
- N. Town Manager recommendations re draft Select Board/Town Manager Goals / Priorities for FY24
- O. Discussion of designating Select Board liaisons to different Boards / Commissions / Committees
- P. Meeting minutes: July 17, 2023; July 24, 2023

Town Manager Updates

- Q. Receipt of Route 113 base maps to solicit public input re corridor planning effort
- R. Update from recent check-in meetings with Gienapp Architects re Page School study
- S. Recap of recent Town Clerks' meeting re anticipated Whittier Election (re MSBA project)
- T. Invasives Management contract – MEPA filing and effect on schedule for contractor management of invasive species at Cherry Hill site
- U. Water consultant report re MBTA Communities planning initiative
- V. Updates on other ongoing/active projects/initiatives
- W. Follow up meeting assignment; placing items for future agendas

Addendum to Meeting Notice regarding Remote Participation

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

Zoom Meeting

Phone: (646) 558 8656
Meeting ID: 846 4609 4149
Passcode: 459987

Join at: <https://us06web.zoom.us/j/84646094149?pwd=SWJUWjc2QjFzS0NaOEU2R1c1dFI0Zz09>

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

Posted Agenda on 8/17/2023 at the Town Offices and the Town's Official Website www.wnewbury.org

Town Manager

From: Town Clerk
Sent: Wednesday, July 26, 2023 3:08 PM
To: Assistant Clerk
Cc: Selectboard; Wendy Reed; Rick Parker; Chris Wile
Subject: Date / time set for Warrant closing, and for Special Town Meeting
Attachments: Article request form template.xlsx; Article request form template.pdf

The Select Board has set the date/time for fall Special Town Meeting (STM) as Monday, **October 23rd at 7pm**, to be held in the Annex.

The Select Board expects to vote to close the STM Warrant at its meeting on **Tuesday, September 5th**. Town departments, Boards, Commissions, and Committees are being asked to let the Town Clerk's Office know what if any proposed articles may be anticipated for the Fall STM.

The Board has requested that any/all proposed warrant articles be received in the Town Clerks' office no later than close of business **Thursday, August 31st**, including any/all relevant backup, so that these materials can be included in the Board's meeting packet for their meeting on September 5th.

Article Request Forms

Due to there being newer members on the Finance Committee, **Article Request Forms will be expected for all proposed Town Meeting Articles**, even for recurring articles. Article Request Forms may include supporting documentation (basis of estimates, etc.).

Please let us know if you need any assistance,

James RW Blatchford

Town Clerk

Town of West Newbury

Phone 978-363-1100 X 110

Mobile 978-891-0039

www.WNewbury.org





Town of West Newbury Massachusetts



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Municipal Energy Aggregation Plan Public Comment Period Open

Public review and comment through Friday, August 18, 2023, at 5:00 pm

POSTED ON: JULY 26, 2023 - 3:15PM

Background:

At the October 24, 2022 Special Fall Town Meeting, the Town of West Newbury voted to grant the Select Board authority to research, develop, and participate in a contract or contracts to aggregate the electricity load of the residents and businesses in the Town and for other related services, independently, or in joint action with other municipalities, retaining the right of individual residents and businesses to opt-out of the aggregation. Attached to this posting is the full text of the plan. The Select Board is seeking public comment on the Aggregation Plan.

Public Review and Comment Period:

The Town of West Newbury’s Aggregation Plan is available for public review and comment from Monday, July 17, 2023, at 9 a.m. through Friday, August 18, 2023, at 5:00 p.m.

The Select Board will meet on Monday, August 21st at 7pm to review the proposed Aggregation Plan, including all comments received prior to that time or at the public meeting.

Any person who desires to comment may do so in person at the Town Clerk's office or submit written comments using one of the following methods: (1) by e-mail to townmanager@wnewbury.org; or (2) by postal mail to the address below.

Comments must be clearly marked Town of West Newbury's Aggregation Plan and must be received (not postmarked) by the end of the comment period in order to be addressed.

Angus Jennings

Town Manager

Town of West Newbury

381 Main Street



West Newbury, MA 01985

Any questions pertaining to this should be directed to Angus Jennings, Town Manager at (978) 363-1100 ext. 115.

The Town developed the Aggregation Plan in compliance with state law regarding public aggregation of electric consumers. It contains required information on the structure, operations, services, funding, and policies of the Town's Plan. The Plan has been developed in consultation with the Town's municipal aggregation consultant, Colonial Power Group, Inc. (CPG) and the Massachusetts Department of Energy Resources (DOER). Basic Service rates change twice a year or more, depending on rate class. As a result, the aggregation rate may not always be lower than the Basic Service rate. The goal of the aggregation is to deliver savings over the life of the Program against National Grid Basic Service. However, such savings and future savings cannot be guaranteed.

Please see the link below for more information on this project:

<https://www.wnewbury.org/home/town-projects/pages/municipal-energy-aggregation-plan>

Attachment	Size
 Aggregation Plan	6.85 MB
 Language Access	2.13 MB

Town of West Newbury, 381 Main Street, West Newbury, Massachusetts 01985
The Town of West Newbury is an Equal Opportunity Employer

Town Manager

From: Charles Wegrzyn [REDACTED]
Sent: Monday, July 17, 2023 9:30 AM
To: Town Manager
Subject: Town of West Newbury's Aggregation Plan

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Angus,

Will we get to see any and all proposals from Competitive Suppliers before any is chosen? Right now I am paying under 10 cents/kwh and I am really curious if this plan will do much better. So I am very skeptical of this process, particularly if someone (Selectman or Town Mgr) believes it should all be "green power" and that 30 cents/kWH is a good deal.

Chuck Wegrzyn
[REDACTED]

Town Manager

From: Town Manager
Sent: Wednesday, July 26, 2023 1:26 PM
To: Charles Wegrzyn
Cc: Selectboard
Subject: RE: Town of West Newbury's Aggregation Plan

Chuck,

Thanks for your note. This will be included among other public comments received when the Select Board holds its public hearing on the proposed aggregation plan at their meeting on Aug 21 at 7pm. In the meantime, I can tell you that yes, all supplier proposals would be available for public review prior to any selection. And, the program is "opt out" so you or any resident could opt out either before the program begins or at any time thereafter (and could opt back in at any time, as well, at your option). I can tell you that the consultant is advising us that the aggregation plan can take 2-3 years or more to secure approval from the Mass DPU, so this is not anything that will happen any time soon.

Thanks again for your comment,
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: Charles Wegrzyn [REDACTED]
Sent: Monday, July 17, 2023 9:30 AM
To: Town Manager <townmanager@wnewbury.org>
Subject: Town of West Newbury's Aggregation Plan

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Chuck Wegrzyn
[REDACTED]

Town Manager

From: Town Manager
Sent: Wednesday, July 26, 2023 1:51 PM
To: Charles Wegrzyn
Cc: Selectboard
Subject: RE: Town of West Newbury's Aggregation Plan

Chuck,

As a follow-up to my earlier response, I bounced your question off our consultant Colonial Power Group (which would act as the town's broker), and they offered the following:

Excellent question by Mr. Wegrzyn,. The Town's aggregation program is for customers in West Newbury that are on National Grid's Basic Service. Mr. Wegrzyn will stay with his current contract/supplier until the contract is over then he will have a choice to make join the aggregation or sign another contract or go to basic service. We do not receive customers on 3rd Part Supply's information because they have already made a choice if we switched those customers, we would be slamming those customers into the aggregation. This practice is not allowed.

These customers always have the ability to join the program they just will not be part of the initial opt out mailing. Should you have any questions please do not hesitate to contact me.

As per prior, all this will be included for Board review when they take this up for public hearing on Aug 21st.

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: Town Manager
Sent: Wednesday, July 26, 2023 1:26 PM
To: Charles Wegrzyn [REDACTED]
Cc: Selectboard <selectboard@wnewbury.org>
Subject: RE: Town of West Newbury's Aggregation Plan

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Thanks again for your comment,
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: Charles Wegrzyn [REDACTED]
Sent: Monday, July 17, 2023 9:30 AM
To: Town Manager <townmanager@wnewbury.org>
Subject: Town of West Newbury's Aggregation Plan

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Chuck Wegrzyn
[REDACTED]

Town Manager

From: Elisa Grammer [REDACTED]
Sent: Thursday, August 3, 2023 1:33 PM
To: Town Manager; Executive Assistant
Subject: Comments on West Newbury's Municipal Aggregation Plan

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mr. Jennings:

In response to West Newbury's call for public comments on the [Municipal Aggregation Plan](#) the Town released for comment on July 17, 2023, I write to state my support as a resident of West Newbury.

In addition to a J.D. from the College of William & Mary, I hold a graduate degree in energy and environmental law from George Washington University. For many years I practiced energy and environmental law in Washington, D.C. My clients included the California Department of Water Resources, the state's largest single power user, as well as municipal entities and others. Now I am a member of the Massachusetts bar and occasionally provide pro bono representation on behalf of environmental/consumer interests before the state's Department of Public Utilities.

With municipal aggregation, West Newbury gains the opportunity to establish more stable power rates (as compared to the utility's Basic Service, which changes every six months) and, importantly, more environmentally sustainable power supplies. It also provides the opportunity—experienced in many municipalities—for lower energy costs than available from the utilities. A [University of Massachusetts, Amherst, study](#) concluded, "As of May 2018, municipal aggregation programs offering 1%, 5%, 20% and 25% additional Class I RECs above the Massachusetts RPS requirements were all providing rates below the Basic Service Rates. Of the programs which offered 50% or 100% Class I REC 'green-up' options, approximately half were offering a lower rate than Basic Service." According to data provided in D.P.U. dockets 21-80 and 21-81, municipal aggregations in the Commonwealth represent over half over Eversource's and almost a third of National Grid's customer base—and this data does not include additional municipal aggregations subsequently approved or in the pipeline.

Accordingly, I strongly support this plan and request that these comments be included in the record in this matter.

Respectfully submitted,

--

Elisa J. Grammer

[REDACTED]

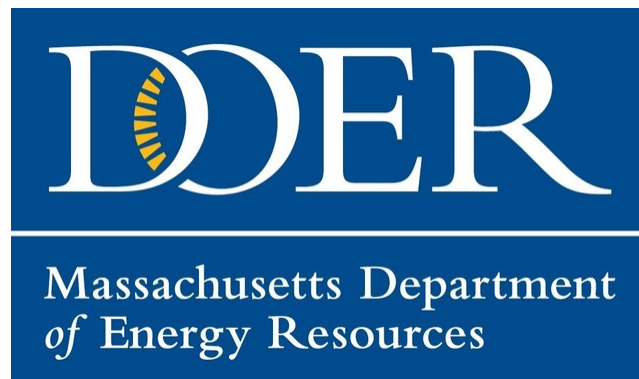
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Town Manager

From: Richard Parker [REDACTED]
Sent: Friday, August 18, 2023 3:58 PM
To: Town Manager; Arthur Wallace
Subject: FW: Information on Municipal Aggregation

FYI

From: Massachusetts Department of Energy Resources <Green.Communities@mass.gov>
Reply-To: <Green.Communities@mass.gov>
Date: Friday, August 18, 2023 at 1:43 PM
To: [REDACTED]
Subject: Information on Municipal Aggregation



Information on Municipal Aggregation

Dear Stakeholder,

On August 15, 2023, the Massachusetts Department of Public Utilities (DPU) opened an investigation to establish municipal aggregation guidelines, with the goal of creating a more efficient and streamlined process for Massachusetts cities and towns to establish municipal aggregation programs for their residents and businesses.

The DPU Order opens an investigation, and includes proposed guidelines, as well as a proposed template municipal aggregation plan designed to aid municipalities in developing new municipal aggregation plans. As part of its investigation, the DPU proposes an expedited review process for certain municipalities that comply with the proposed template plan and specific provisions to help expedite the DPU's review.

The DPU seeks public comments on the proposed guidelines and template plan, which the DPU will take into account prior to issuing final guidelines and a final template plan. The DPU will accept initial written comment no later than 5:00 p.m. on September 18, 2023. Instructions to submit written comments are included on pages 8-9 of the DPU Order.

If a municipality has any questions, please reach out to your Green Communities Regional

PRESS RELEASE

DPU to Establish Streamlined Process for Review of Municipal Aggregation Plans

New simplified process and rules will accelerate the Department's review of municipal aggregation plans and enhance consumer protections

FOR IMMEDIATE RELEASE:

8/15/2023

Department of Public Utilities

MEDIA CONTACT

Danielle Burney, Deputy Communications Director

Phone

(857) 303-7286 (tel:8573037286)

Online

Danielle.Burney@mass.gov (mailto:Danielle.Burney@mass.gov)

BOSTON — The Massachusetts Department of Public Utilities (DPU) today opened an investigation to establish municipal aggregation guidelines, with the goal of creating a more efficient and streamlined process for Massachusetts cities and towns to establish municipal aggregation programs for their residents and businesses.

Today's [Order](https://fileservice.eea.comacloud.net/FileService.Api/file/FileRoom/17835473) opens an investigation, and includes proposed [guidelines](https://fileservice.eea.comacloud.net/FileService.Api/file/FileRoom/17835474), as well as a proposed [template](https://fileservice.eea.comacloud.net/FileService.Api/file/FileRoom/17835475) municipal aggregation plan designed to aid municipalities in developing new municipal aggregation plans. As part of its investigation, the DPU proposes an expedited review process for certain municipalities that comply with the proposed template plan and specific provisions to help expedite the DPU's review.

“This proceeding will allow the DPU to turn the page on its current review process and set a new pathway for municipal aggregation,” said **DPU Chair James Van Nostrand**. “We aim to ease the way for municipalities to develop alternative electric supply options for customers while continuing to implement high standards for customer protection.”

The proposed guidelines provide a simplified explanation of what must be included in a municipal aggregation plan, as well as clarify the rules that municipalities must follow when operating a municipal aggregation program. Many of these rules have already been established through DPU Orders. Compiling these rules in one place will make the application process for municipalities more explicit and easier to follow, which in turn will help streamline the DPU’s review of municipal aggregation plans. The Department seeks public comments on the proposed guidelines and template plan, which the Department will take into account prior to issuing final guidelines and a final template plan. The deadline to submit comments is September 18, 2023.

Background on Municipal Aggregation

Municipal aggregation, first established in 1997, allows a municipality to solicit bids for and purchase electricity supply on behalf of its residents and businesses. State law requires municipalities to submit municipal aggregation plans to the DPU for review and approval. Since the DPU approved the first municipal aggregation plan in August 2000, the DPU has approved over 175 programs, including 19 since January 1, 2022. Currently, there are over 1.2 million customers enrolled in a municipal aggregation program in Massachusetts.

###

Media Contact

Danielle Burney, Deputy Communications Director

Phone

(857) 303-7286 (tel:8573037286)

Online

Danielle.Burney@mass.gov (mailto:Danielle.Burney@mass.gov)



Department of Public Utilities

The Department of Public Utilities (DPU) oversees investor-owned electric power, natural gas, and water companies in Massachusetts. In addition, the DPU regulates the safety of bus companies, moving companies, and transportation network companies. We also oversee the safety of natural gas pipelines.



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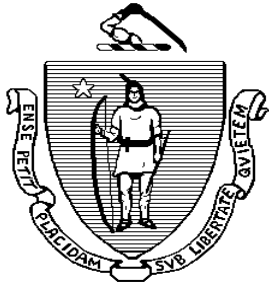
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The Commonwealth of Massachusetts

DEPARTMENT OF PUBLIC UTILITIES

D.P.U. 23-67

August 15, 2023

Investigation by the Department of Public Utilities on its own Motion into Establishing Guidelines for Municipal Aggregation Proceedings.

VOTE AND ORDER OPENING INVESTIGATION

I. INTRODUCTION AND BACKGROUND

Municipal aggregation is a program where a municipal government buys electricity supply for the benefit of its residents and businesses. Municipal aggregation has existed in Massachusetts since 1997. In accordance with G.L. c. 164, § 134(a), municipal aggregation plans must be submitted to the Department of Public Utilities (“Department”) for review and approval. Since the Department approved the first municipal aggregation plan in August 2000,¹ the Department has approved 177 such programs. The Department has issued 22 Orders related to municipal aggregation since January 1, 2022. The most recent data from the Department of Energy Resources (“DOER”) show that as of March 2023, there were over 1.2 million municipal aggregation customers in Massachusetts.²

To date, the Department has addressed each municipal aggregation plan filing on a case-by-case basis and developed a body of precedent comprising rules governing the operation of municipal aggregation programs and requirements for municipal aggregation plans based on the issues that arose during each proceeding. As a result, municipalities must ensure continuous review of each municipal aggregation Order issued by the Department to understand these developing rules and requirements. This process has made the application process for municipalities more challenging, and has also resulted in a lengthy review process at the Department, as municipalities revised their applications in light of evolving requirements. As a

¹ Cape Light Compact, D.T.E. 00-47 (2000).

² Electric Customer Choice Data, <https://www.mass.gov/doc/2023-electric-customer-choice/download>.

result, there is an unacceptable backlog of applications pending at the Department that suggests a different approach is warranted.

In this Order, the Department opens an investigation to (1) establish guidelines governing the filing requirements and the process by which the Department reviews and evaluates municipal aggregation plans, as well as the rules governing operation of a municipal aggregation program (“Guidelines”), and (2) set forth a template plan (“Template Plan”). The purpose of the Guidelines and Template Plan is to provide guidance to prospective and existing municipal aggregations, establish a uniform set of rules and requirements for municipal aggregation plans filed before the Department that are consolidated into two documents, and help expedite Department review of municipal aggregation plans. Further, municipalities will be eligible for expedited review of proposed municipal aggregation plans by the Department when they comply with all elements of the Template Plan, including the specific requirements concerning expedited review set forth therein.³ The Guidelines and Template Plan are intended to be updated over time to capture and incorporate changes in Department policies and laws governing municipal aggregations, as well as experience gained through the ongoing operation of municipal aggregation plans across the Commonwealth.

³ As discussed more fully in the Guidelines, in the case of an application substantially complying with the Template Plan, the Department will seek to conduct its review of a proposed municipal aggregation plan within ninety (90) days from the date such plan is determined to be eligible for expedited review. That determination will be made through an initial assessment by the Department, which is intended to be conducted within thirty (30) days of filing. Thus, an expedited review is to be conducted within 120 days of initial plan filing (30 days to determine substantial compliance with expedited review requirements, and, if deemed substantially compliant with the Template Plan, an additional 90 days for Department review and decision).

By providing this clear direction and otherwise streamlining the process for reviewing and approving municipal aggregation plans, the Department intends to move expeditiously to address the backlog of applications currently pending before the Department, as well as simplify the process going forward in the interests of reducing the administrative resources – on the part of both the municipalities and the Department – devoted to this issue.

The proposed Guidelines are attached to this Order as Appendix A. The proposed Template Plan is attached to this Order as Appendix B. The Department seeks comment on Appendices A and B.

The Department has statutory oversight over the provision of electric power and energy service to aggregated customers, as set forth by the laws and regulations governing aggregated electric power and energy services in competitive markets. G.L. c. 164, §§ 1F, 134(a); Rulemaking to Establish Rules Governing the Unbundling of Services Related to the Provision of Natural Gas, D.T.E. 98-32-E (2000). General Laws c. 164, § 134(a) authorizes any municipality or group of municipalities to aggregate the electrical load of interested customers within its boundaries, provided that the load is not served by a municipal light plant. Upon approval by the local governing entity or entities, a municipality or group of municipalities may develop a municipal aggregation plan, in consultation with DOER and for review by its citizens, providing detailed information to customers on the process and consequences of aggregation. G.L. c. 164, § 134(a).

As noted above, municipal aggregation plans must be submitted to the Department for review and approval. G.L. c. 164, § 134(a). The Department's review of a municipal aggregation plan ensures that the plan meets the requirements of G.L. c. 164, § 134, and any

other statutory or Department requirements concerning aggregated service. In addition, the Department determines whether a plan is consistent with provisions in the Department's regulations that apply to competitive suppliers and electricity brokers. See 220 CMR 11.00.⁴

The Guidelines, when approved, will establish a process that the Department will uniformly implement when a municipality files a municipal aggregation plan with the Department pursuant to G.L. c. 164, § 134(a). The Guidelines also establish a set of rules that govern the operations of municipal aggregation programs. The Guidelines describe: (1) the general rules for municipal aggregation programs; (2) a new rule requiring municipalities to propose a fixed launch date for their municipal aggregation programs; (3) enrollment rules and procedures for opt-out and opt-in products; (4) customer notification requirements; (5) plan amendment requirements and procedures; (6) notification requirements for changing electric brokers or consultants; and (7) rules and requirements in the event of termination of a municipal aggregation program. With limited exceptions, the rules set forth in Guidelines primarily memorialize the Department's directives and rules established through our prior Orders.

As mentioned above, through this investigation the Department proposes new requirements related to establishing a fixed program launch date, which are designed to balance (1) the municipality's need for flexibility in determining when to launch its program with (2) the impact on the risk borne by the suppliers of basic service associated with the uncertainty of load

⁴ Although the Department's regulations exempt municipal aggregators from certain provisions contained therein, the regulations provide no such exemption for the competitive suppliers that are selected to serve a municipal aggregation load. See 220 CMR 11.01(2).

migration resulting from municipal aggregation program commencement.⁵ The Department has previously determined that the law does not require that a municipal aggregation program must launch by a certain date. City of Fitchburg, D.P.U. 20-117, at 41 (2022); Town of Milton, D.P.U. 19-84, at 40 (2020). Instead, the Department has allowed municipalities to determine when to launch their program after Department approval but requires on-going notifications to the electric distribution company and the Department about potential launch timeframes. D.P.U. 20-117, at 41; D.P.U. 19-84, at 40; City of Boston, D.P.U. 19-65, at 41-43 (2020). While the Department has not required municipalities to launch their programs by a date certain, the Department has consistently observed that the uncertainty surrounding the launch date of a municipal aggregation program poses a risk for suppliers of basic service and, as a result, likely increased the price of basic service. Town of Westwood, D.P.U. 20-24-A at 11 (2022); D.P.U. 20-117, at 41; D.P.U. 19-84, at 41; City of Waltham, D.P.U. 19-83, at 42 (2020); D.P.U. 19-65, at 42; City of Worcester, D.P.U. 19-41, at 19 (2019); City of Lowell, D.P.U. 12-124, at 61-62 (2013).

The Department has taken steps to help mitigate these risks by setting forth requirements for municipalities to report on potential launch windows, and more recently, placing certain requirements around the deadline for municipalities to launch their programs. D.P.U. 20-117, at 41-42; D.P.U. 20-24-A at 12-13; Town of Cohasset et al., D.P.U. 20-19-A through

⁵ Basic service refers to electricity supply by electric distribution companies to their customers that are not served by a licensed competitive supplier, including customers served by a competitive supplier in a municipal aggregation program. 220 CMR 11.02. Electric distribution companies do not earn a return on or derive a profit from providing basic service. See G.L. c. 164, § 1B(d); Pricing and Procurement of Default Service, D.T.E. 02-40-B at 15-18 (2003).

D.P.U. 20-23-A at 3-4 (2022). The Department has also signaled that a municipality's failure to launch by its anticipated specific launch window could warrant the Department taking appropriate action to mitigate the impact on basic service rates of an unanticipated launch of a municipal aggregation program. D.P.U. 19-65, at 43.

During recent years, Massachusetts electricity customers have experienced significant increases in basic service rates. Investigation by the Department of Public Utilities on its own Motion into the Provision of Basic Service, D.P.U. 23-50, at 1 (2023). In addition to increases in basic service rates, there were numerous instances in 2022 where the electric distribution companies were not able to fully procure basic service supply for a customer class through their solicitations.⁶ D.P.U. 23-50, at 10-11. The growth of municipal aggregation programs, coupled with and the uncertainty of program start dates, are known factors that have increased the basic service load risk. D.P.U. 23-50, at 10, citing Fitchburg Gas and Electric Light Company, D.P.U. 22-BSF-A4. Pursuant to G.L. c. 164, § 1B(d), the Department is obligated to ensure that (1) each electric distribution company provide basic service; (2) basic service be competitively procured; (3) the basic service rate "shall not exceed the average monthly market price of electricity;" and (4) bids to supply basic service "shall include payment options with rates that remain uniform for periods of up to six months." Given the increasing impact of the uncertainty

⁶ Prior to 2022, the distribution companies were, with one exception, able to successfully procure all-requirements supply contracts from wholesale suppliers. The exception was for Western Massachusetts Electric Company (now NSTAR Electric's Eversource West territory), which received no bids in response to a 2014 solicitation for its large C&I customers and subsequently procured basic service supply for these customers directly from the wholesale markets administered by ISO-NE. Western Massachusetts Electric Company, D.P.U. 14-BSF-B2, Stamp-Approved Alternative Procurement Plan (May 22, 2014).

municipal aggregation commencements are having on basic service rates and procurement, the Department finds that it is necessary to institute a requirement that each municipal aggregation plan determine its program launch date in advance to reduce the uncertainty of customer migration for basic service suppliers caused by municipal aggregation program commencements.

The Department finds that the designation of a program launch date should continue to rest with the municipality. Under the Department's proposed requirement, a proposed municipal aggregation plan must include an intended launch date, assuming Department approval within specified timeframes.⁷ In the event the Department does not approve the municipal aggregation plan within the specified timeframe, the municipal aggregation will be able to update the proposed launch date. After Department approval, however, if a municipality determines it will not launch its program on the designated date in its plan, the municipality must (1) notify the Department and the relevant electric distribution company, at least 60 days prior to the designated date, that it does not intend to launch on the selected date, and (2) propose a new launch date no sooner than six months after the original proposed date. The inclusion of a fixed date in a municipality's proposed plan is intended to provide basic service suppliers some advance notice and increased certainty regarding customer migration resulting from the launch of the municipal aggregation – and thereby minimize the risk of price increases for basic service – while preserving the flexibility of a municipality to designate the desired launch date

⁷ The municipality's selected date must be a date specific, not a launch period or window containing a range of days, weeks, or months.

For municipalities requesting expedited review, the intended launch date should assume Department approval within 120 days of the date of filing. Municipalities that do not request an expedited review should assume Department approval within 180 days of the date of filing.

for its aggregation program. If the program will not launch on the date designated, municipal aggregation programs must launch within two years of the date of final Department approval of the municipality's plan so long as the new launch date is at least six months after the original proposed date. D.P.U. 20-24-A at 11; D.P.U. 20-19 through D.P.U. 20-23-A at 3-4.

The Template Plan, when employed with all required elements and without substantive changes, will foster expedited review thereof. While a municipality is not obligated to use the Template Plan as a model, substantial deviation from the Template will make it ineligible for expedited review of its plan by the Department.

With this Order, the Department opens an investigation and provides draft Guidelines and a draft Template Plan. See Apps. A and B. The Department also solicits comments from all interested stakeholders on the draft Guidelines and draft Template Plan.

II. REQUEST FOR COMMENTS

The Department invites all interested persons to participate in this investigation. The Department seeks written comments on the proposed Guidelines and proposed Template Plan, including any suggested alternate language. The Department requests that interested persons file joint comments where feasible. Commenters should refer to the specific sections of the Guidelines and Template Plan that are the subject of their comments. The Department will accept initial written comments no later than **5:00 p.m. on September 18, 2023**, and reply comments will be due no later than **5:00 p.m. on October 19, 2023**.

All comments should be submitted to the Department in electronic format by e-mail attachment to dpu.efiling@mass.gov, stephanie.mealey@mass.gov, and lauren.morris@mass.gov. The text of the e-mail must specify (1) the docket number of the proceeding (D.P.U. 23-67); (2) the name of the person or company submitting the filing; and

(3) a brief descriptive title of the document. The electronic filing should also include the name, title, and telephone number of a person to contact in the event of questions about the filing. All documents submitted in electronic format will be posted on the Department’s website by looking up the docket by its number in the docket database at:

<https://eeaonline.eea.state.ma.us/DPU/Fileroom/>.

III. VOTE AND ORDER

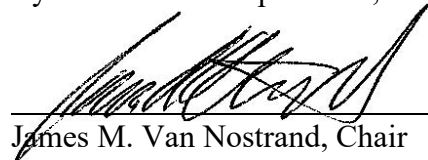
Accordingly, the Department


VOTES: To open an investigation concerning the guidelines for municipal aggregation proceedings and development of a template plan; and it is

ORDERED: That the Secretary of the Department shall compile a service list that includes the service lists for all municipal aggregation proceedings, the Attorney General of the Commonwealth, the Department of Energy Resources, each electric distribution company, and the service list for D.P.U. 19-07, and make service of a copy of this Order from such list; and it is

FURTHER ORDERED: That all stakeholders and commenters shall comply with all directives contained in this Order.

By Order of the Department,


James M. Van Nostrand, Chair


Cecile M. Fraser, Commissioner


Staci Rubin, Commissioner

Coordinator.

Thank you,

DOER

You are receiving this update due to your interest in municipal energy activities.

[Massachusetts Department of Energy Resources](#)
100 Cambridge St. 9th Floor
Boston, MA 02114

Share this email:



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Got this as a forward? [Sign up](#) to receive our future emails.
View this email [online](#).

100 Cambridge St. 9th Floor
Boston, MA | 02114 United States

This email was sent to parkerrg@comcast.net.
To continue receiving our emails, add us to your address book.

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Article request form

Article: To see if the town will vote to grant the Select Board authority to research, develop and participate in a contract, or contracts, to aggregate the electricity load of the residents and businesses in the Town and for other related services, independently, or in joint action with other municipalities, retaining the right of individual residents and businesses to opt-out of the aggregation, and take any other action relative thereto.

Amount requested: \$0

Contact Person: Arthur Wallace

Phone number: [REDACTED]

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

Electricity aggregation, known as municipal aggregation under M.G.L. Chapter 164, Section 134, enables the Town to provide new electricity supply options for our residents and businesses. Through strategic procurement, the Town can select the term length and renewable energy content of the electricity supply options. Nearly half of municipalities in Massachusetts have approved municipal aggregation programs and many of them have chosen to include more renewable energy than required by State law. If a municipal aggregation is implemented in our Town, individual residents and businesses would retain the right to opt-out of the aggregation with no penalty and to choose any other competitive supplier or stay with the default utility. With municipal aggregation the electric utility, National Grid, will remain responsible for distribution of electricity, maintaining electricity infrastructure and responding to power outages. The warrant article allows the Town to explore aggregation but does not obligate it to pursue aggregation if conditions are not favorable.

What factors affect the timing of this purchase?

There is no purchase at this time, simply an authorization to research, develop and participate in a contract to aggregate the electricity load of the residents and businesses in Town.

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

We are not sure a sunset date is required since there is no money being requested at this time.

It should be possible to research the issue and decide whether to proceed with municipal aggregation by June 30, 2024. The process requires an application to the Mass. Department of Public Utilities, which can deliberate for a year or more before approval. Participation in an electricity supply contract or contracts may take until June 30, 2025 or later.

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

None. Future use of consultant services is likely, but payment for those services is included in the electricity supply contract.

An innovative state energy program is lowering emissions — and residents' electric bills

By [Dharna Noor](#) Globe Staff, Updated July 2, 2022, 8:25 a.m.



Massachusetts requires that clean energy be part of all electricity supplied to consumers. Under the state's renewable portfolio standard, that includes locally produced solar, wind, and some controversial sources like landfill gas. ERIC THAYER/BLOOMBERG

Massachusetts cities and towns are using an innovative state program to lower residents' utility bills while aggressively driving demand for clean power in the state, according to a [new analysis](#).

The report, which comes as wholesale electricity prices [soar in New England](#) and across the

country, provides evidence that supporting clean energy doesn't always have to come at a big cost to consumers, said Larry Chretien, director of Green Energy Consumers Alliance, the nonprofit organization that issued the report.

“Aggregation is a shining example of how it’s possible, at least sometimes, to have better outcomes when we disrupt the status quo,” he said.

David Hsu, associate professor of urban and environmental planning at MIT, cautioned that the current competitive prices may not survive [coming shocks in the energy market](#) amid inflation. Still, the programs create other important benefits, he said.

The Community Choice Aggregation model allows cities and towns to pool homes and businesses together to directly purchase energy from competitive power suppliers, rather than relying on investor-owned utilities such as Eversource and National Grid. Almost 160 communities across Massachusetts use the model, serving 54 percent of the state, according to the Green Energy Consumers Alliance.

Once seen primarily as a means to slash utility costs, aggregation is increasingly viewed as a way to promote clean energy. In Boston, for instance, which purchases its power from Constellation Energy, the standard plan is [10 percentage points](#) cleaner than Eversource’s basic plan. Still, through the first half of 2022, it saved users an average of \$27.62 monthly, and from July through December, it’s expected to save those customers an average of \$40.26 monthly.

ADVERTISING



Replay

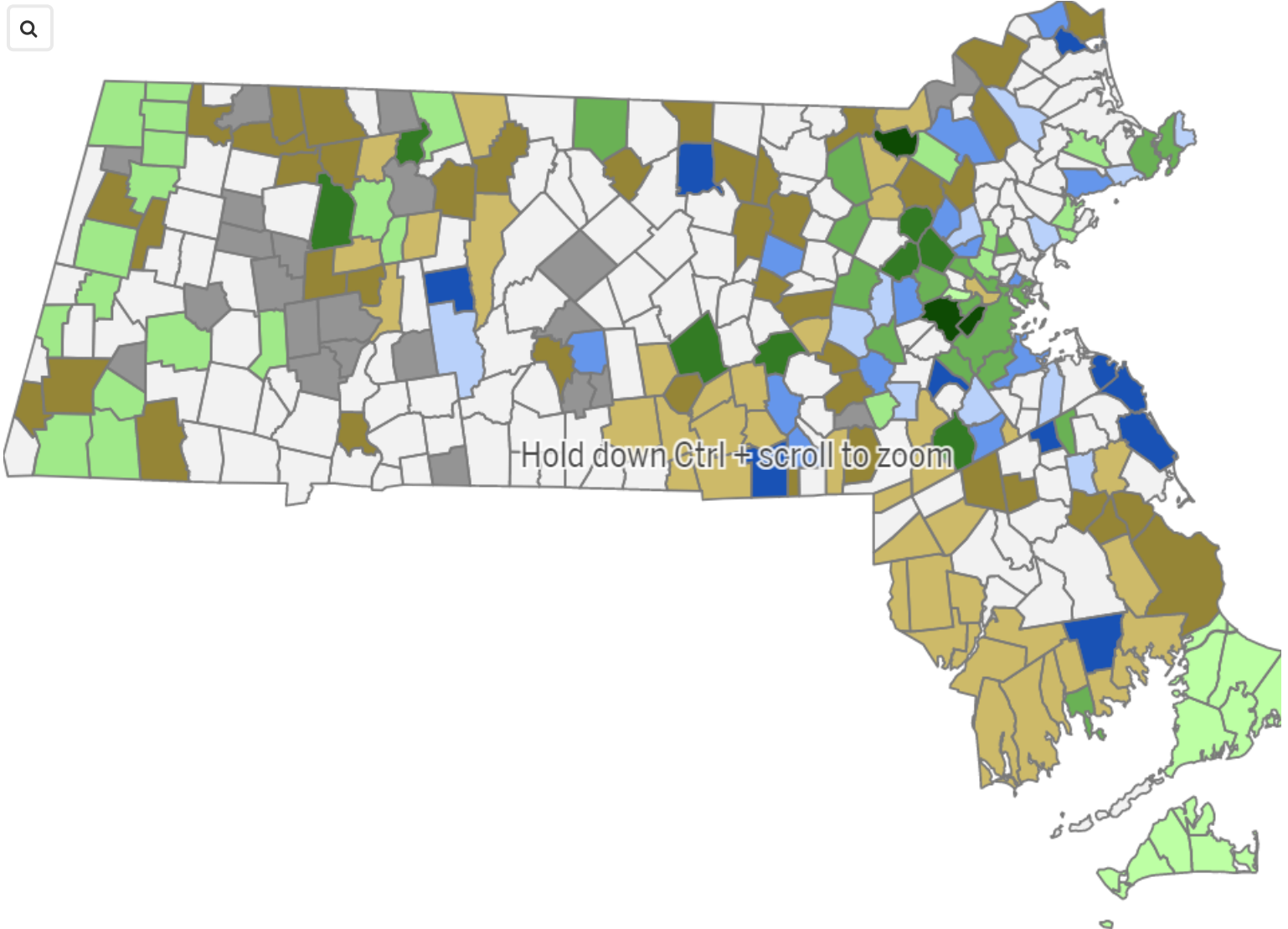
Massachusetts [requires](#) that clean energy be part of all electricity supplied to consumers. Under the state’s renewable portfolio standard, that includes locally produced solar, wind, and some controversial sources like [landfill gas](#). This year, the minimum is 20 percent.

Eversource and National Grid, which each serve more than 1 million customers statewide, purchase energy at that minimum requirement. But many aggregations are working with suppliers who guarantee an even cleaner mix, a model the Alliance calls “green municipal aggregation.”

How Massachusetts aggregations are driving demand for clean power

This map shows where Massachusetts' aggregations are and how much clean energy* is included in their default plans, compared with the state requirements

- 1-4% additional
- 5-9% additional
- 10-19% additional
- 20-29% additional
- >30% additional
- No additional Class 1
- Option to opt up to additional Class I
- Approved by DPU
- In transition
- Researching
- Expired or suspended



Source: Green Energy Consumers Alliance, [*Clean energy means Class I energy, as defined in Massachusetts' renewable portfolio standard. In 2022, the state requires a minimum of Class I energy from all suppliers.](#) • Ryan Huddle / Globe staff

 A Flourish map

In Massachusetts, all aggregations are opt-out, meaning if your town has one, you're automatically enrolled into its standard package, but can choose to use the local utility or a competitive provider instead.

Municipalities control how much clean power their standard plans offer, and most choose to just meet the state’s minimum. But the authors found that, currently, more than 50 municipalities’ standard plans are offering higher amounts of renewable power. Half of those offer at least 10 percentage points more clean energy than the required minimum; some have wildly exceeded the state’s requirement. Newton’s standard energy package is the cleanest in the state, with an [82 percent renewable mix](#), and Lowell and Brookline, with [65](#) and [50 percent](#), respectively, are next in line.

Many towns also offer optional “opt up” plans that provide 100 percent renewable power, which costs a bit more, and “opt down” plans that are at the state’s minimum, which are a bit cheaper.

Your chosen energy package doesn’t guarantee that your home runs on a particular blend of sources, because once power is produced, it gets combined with all other sources and integrated into the grid.

Instead, clean energy percentages reflect how many renewable energy certificates — or credits for supporting renewable energy projects — providers buy for every kilowatt hour of clean energy purchased.

A variety of retailers say they sell “clean” certificates, but the report specifically focuses on the amount of one [particular class of energy credits](#) that aggregations purchase. Due to their strict requirements and high [cost](#), Green Energy Consumers Alliance says these are most likely to drive local demand.

Currently, aggregations are increasing demand statewide for clean energy beyond the state’s requirements by about 11 percent, the report estimates.

In its first year, in 2021, the aggregation plan in Boston purchased more than 131,000 megawatt hours of additional clean power, for an average of 191,000 customers, said Theresa Teixeira, the program’s manager. This year, she said, the city is expecting to purchase even more due to an “increase in customer participation.”

Standard service plans offering between 5 and 11 percent more clean energy than the state minimum — a group that includes Boston, [Somerville](#) and more than 30 other communities —

minimum — a group that includes Boston, [Somerville](#), and more than 50 other communities saved customers an average of \$78 per year over basic utility plans, the research suggests.

That doesn't necessarily mean renewables are cheaper than fossil-powered energy. Rather, municipalities are able to negotiate lower rates, Chretien said, because they can guarantee providers more business. Utility companies must sign new electricity contracts — and change their rates — every six months. But communities can negotiate longer-term contracts that encourage suppliers to offer better prices. They also have more flexibility on when to sign contracts, giving them more time to weigh options and assess market conditions.

At least recently, even municipal plans with high renewable percentages have offered competitive prices. For instance, from January through June, Eversource's basic service cost about 15.8 cents per kilowatt hour. In Newton, which is also served by Eversource, the standard municipal plan included 62 percent more renewables and cost about 13.5 cents per kilowatt hour.

On July 1, Eversource rates in Newton increased to [about 17.9 cents](#) per kilowatt hour, a 15-year high. But since Newton's aggregation prices are locked in until January 2024, residents will continue to enjoy the lower prices.

Even 100 percent renewable customers are expected to save \$19.25 per month over the Eversource basic plan, said Ann Berwick, co-director of climate and sustainability for Newton. And in Boston, 100 percent renewable customers will save \$24.08 per month over standard utility prices, officials say.

But Hsu, the MIT professor, said though aggregations may have offered better deals during the time period in the study — roughly from 2017 to this year — that trend won't necessarily last.

“There's no guarantee that three years from now, we won't be opposite on that — that it wouldn't have been better to have the fluctuating price,” he said.

In Arlington, where Hsu lives, for instance, the aggregation contract will expire in November. If energy prices are still high, that will affect customers for the duration of the next contract.

“They're probably not going to be able to sign at the same low rates,” he said. “They're probably going to sign at something closer to what Eversource's basic service is ”

Still, Hsu said, aggregation is a useful tool to clean the grid and boost local control of energy — and customers can always opt out to take advantage of lower rates.

In an e-mailed statement, Eversource said it does not oppose customers using aggregations, but encourages them to “closely evaluate all options.”

A National Grid spokesperson said the company has “helped transition many cities and towns to municipal aggregations” and will continue to do so, adding that the company is working to decarbonize its operations.

National Grid’s Green Up [program](#) allows customers to pay a small premium to obtain additional clean energy from renewable suppliers, she noted.

Green municipal aggregation has tremendous potential for growth, the Alliance says. If every eligible community set up a plan with 10 percent more renewable content than the state requires — and if every resident of those towns sticks with the standard option — that would result in demand for 1,600 megawatts of additional clean power annually. That’s 60 percent more than the researchers estimate Massachusetts will have in place by 2023.

To harness more of that potential, said Chretien, the state could expedite the approval process. He says dozens of communities waited nearly a year to get theirs approved, and predicted more communities would set them up if the process were faster.

“We think that’s just a travesty,” Chretien said.

The Department of Public Utilities says the pandemic caused delays in approvals. And it says its complex approval process for municipal plans — which includes public hearings, reviewing documentation, consultation with other agencies, among other requirements — is necessary to ensure they operate fairly.



Town of West Newbury

Select Board

selectboard@wnewbury.org

Volunteer Boards, Commissions and Committees (BCC) are an integral part of the Town of West Newbury's organization. Although their origins range from proposals from interested residents to town meeting approved bylaws, members are appointed by the Select Board/Town Manager and serve specified terms prior to being considered for reappointment. As appointed entities, the work of these BCC is expected to be consistent with current and long-term priorities of the Town. In order to facilitate this, the Select Board will periodically review the size, terms, objectives, and accomplishments of all appointed BCC and provide direction and/or identify changes necessary to better reflect Town needs and operations. Each BCC will be asked to participate in this process by completing the attached questionnaire and returning it to the Select Board for discussion in a public meeting.

Appointed Boards, Commissions and Committees

- Affordable Housing Trust
- Board of Fire Engineers
- Cable Advisory Committee
- Capital Improvements Committee
- Climate Change Resiliency Committee
- Community Preservation Committee
- Conservation Commission
- Council on Aging
- Cultural Council
- Energy & Sustainability Committee
- Finance Committee
- Harbor Committee
- Historic District Commission
- Historical Commission
- Investment Policy Committee
- Mill Pond Committee
- Open Space Committee
- Personnel Advisory Committee
- River Access Committee
- Tree Committee
- Whittier School Committee
- Zoning Board of Appeals



Board, Commission, Committee Review

Please complete the following. Note that the size of the answer space will expand as information is entered. Also review the attached forms maintained by the Town Clerk's Office and note changes.

Name of BCC	Investment Policy Committee
Current Membership with Officers noted	1. Jean Trim, Lark Madden, Angus Jennings (ex officio) Kaitlin Gilbert – Chris Wilde (was Chair) has been on the committee but termed out – he is willing to continue to serve; Lark will be Secretary and take the minutes. Also there is a representative of the Finance Committee and the Select Board that attend meetings
Length of Terms	Three years
Meeting Schedule	Usually quarterly
Location of Meetings	ZOOM during COVID, Town Hall when things are normal!
Responsibility for Posting Meeting Agenda	Lark Madden
Responsibility for Taking Meeting Minutes	Lark Madden
Responsibility for Updating Website	Chris Wilde
Town Staff Liaison/Support (if any)	Angus and Kaitlin; Select Board
BCC Charge (Review attached excerpt from the 2023 BCC Charge document and note any differences with your objectives)	There was no charge attached to the questionnaire. We understand our charge is to advise the Treasurer regarding the development of an Investment Policy Statement in compliance with Mass law; to advise on the selection of an investment manager to manage both the Stabilization Fund monies (generally short term high quality fixed income) and the OPEB monies (a longer term balanced portfolio of equities and debt); to work with the Audit and Actuarial advisors to advise the Town to properly make contributions to the OPEB account.
Accomplishments since the last Evaluation	We have re-written the investment policy statement; we are trying to get an RFP process in place to evaluate alternative managers for the Town; review of investment performance by current manager.
Priorities for the Next Year	Complete a review of the investment manager; assist Kaitlin in the management of all asset categories. Possibly initiate transfer; evaluate Committee charge and potentially advise on CPA fund investment
Two Year Priorities	Likely to complete a transfer of the accounts to a different manager; to reduce management fees and improve investment performance; to improve reporting capabilities
Five Year Priorities	Continue to assist in advising the Treasurer; recruit additional and effective members of the committee.



Board, Commission, Committee Review

How can the Select Board/Town Manager better support the work of this BCC?	We serve as Advisors; once the manager is in place the committee meets regularly to review performance. We should re-evaluate managers within a 3 to 5 year timeframe (sooner if there is significant underperformance). Our ability to get an RFP process in place this year has been significantly difficult and delayed.
Are there other BCC whose work overlaps with yours?	We are separate from the Library Trustees – but they are a Town entity that manages funds for the Library Endowment.
Is there other input you wish to provide?	We believe that the committee serves a useful purpose in giving volunteer but professional advice to the Treasurer regarding both the OPEB account and the shorter term accounts. By establishing a predictable and recurring review process, we bring value to the Town and to the beneficiaries of the OPEB account. The committee is focused on the cost of the manager, the performance of the manager and prudently maximizing returns for West Newbury.
Completed by	Lark Madden
Date	July 31, 2023

Investment Policy Committee

Composition:

5 members, appointed

Date of Creation:

2013

Charge:

Included in Investment Policy Statement

IV. The Investment Policy Committee

ARTICLE I PURPOSE

- 1.1. The Investment Policy Committee is created for the sole purpose of providing advisory and oversight of the Town's Investments, or as determined by the Town.

ARTICLE 2 Members

- 2.1. The Investment Policy Committee shall consist of six (6) members, who shall include the Town Treasurer; a member of the Board of Selectmen voted annually by that Board; a member of the Finance Committee voted annually by that Committee; and three members of the community appointed to a 3-year term by the Board of Selectmen. Upon expiration of the term or sooner resignation or removal of the Town Treasurer the position shall be deemed vacant. In case of a tie vote the representative of the Selectmen shall cast the deciding vote.
- 2.2. The Board of Selectmen shall call for the first meeting of the Investment Policy Committee and the member of the Board of Selectmen shall serve as the initial Chairperson of the Investment Policy Committee to facilitate the organization of the Committee. Thereafter, the Investment Policy Committee will annually elect a chairperson and a secretary.
- 2.3. In the event an Investment Policy Committee member resigns, is removed or is otherwise unable to serve, the Board of Selectmen shall appoint an at large or Board of Selectmen to fill the vacancy.
- 2.4. Upon leaving office, a member of the Investment Policy Committee shall promptly and without unreasonable delay, deliver to the Treasurer's office any and all records, documents, or other documents in his possession or under his control belonging to the Funds.
- 2.5. The members of the Investment Policy Committee shall be special municipal employees for purposes of G.L. c.268A and shall be subject to the restrictions and prohibitions set forth therein.
See:
<http://www.mass.gov/ethics/education-and-training-resources/educational-materials/explanations-of-the-conflict-of-interest-law/special-municipal-employees-summary.html>
and
<https://malegislature.gov/Laws/GeneralLaws/PartIV/TitleI/Chapter268A>

ARTICLE 3 LIABILITY OF THE INVESTMENT POLICY COMMITTEE

- 3.1. A member of the Investment Policy Committee shall not be liable for any mistake of judgment or other action made, taken or omitted by a Committee member in good faith, nor for any action taken or omitted by any other member or any agent or employee selected with reasonable care, and the duties and obligations of the Investment Policy Committee member hereunder shall be expressly limited to those imposed upon them by this Investment Policy Statement.
- 3.2. No successor member of the Investment Policy Committee shall be held responsible for an act or failure of a predecessor member of the Investment Policy Committee.
- 3.3. Member of the Investment Policy Committee are public employees for purposes of G.L. c.258, and shall be indemnified by the Town against any civil claim, action, award, compromise, settlement or judgment by reason of an intentional tort to the same extent and under the same condition as other public employees of the Town.
- 3.4. A member of the Investment Policy Committee shall not be indemnified for violation of the civil rights of any person if he acted in a grossly negligent, willful or malicious manner, or in connection with any matter

where it is shown to be a breach of fiduciary duty, an act of willful dishonesty or an intentional violation of law by the member of the Investment Policy Committee.

ARTICLE 4
MEETINGS OF THE INVESTMENT POLICY COMMITTEE

- 4.1. The Investment Policy Committee may meet at least semi-annually.
- 4.2. The Investment Policy Committee shall comply with the Open Meeting Law, G.L. c.30A, §§18-25 and its implementing regulations.
- 4.2. A quorum at any meeting shall be a majority of the Investment Policy Committee then in office.

ARTICLE 5
TAXES, EXPENSES, AND COMPENSATION

ARTICLE 6
ACCOUNTS

- 6.1. The books and records of the funds shall be audited annually by an independent auditor in accordance with accepted accounting practices. The results of the audit shall be provided to the Town at the same time as it is presented to the Investment Policy Committee.

ARTICLE 7
INVESTMENT OF FUNDS

- 7.1. *The Investment Policy Committee hereby advises the Town Treasurer to contract with an outside manager invest and reinvest the amounts in a Fund not needed for current disbursement, consistent with the prudent investor rule, and as provided in the Investment Policy which is attached to this instrument and hereby incorporated.*

ARTICLE 8
LIMITATION OF MEMBERS OF THE INVESTMENT POLICY COMMITTEE POWERS, DUTIES AND RESPONSIBILITIES


- 8.1. Nothing contained in this Investment Policy Statement, either expressly or by implication, shall be deemed to impose any powers, duties or responsibilities on the members other than those set forth in this Investment Policy Statement.
- 8.2. The members of the Investment Policy Committee shall not be liable for the making, retention or sale of any investment or reinvestment made by the Committee as herein provided or for any loss to or diminution of the any Funds or for anything done or admitted to be done by the Committee with respect to the Investment Policy Statement or the any Funds except as and only to the extent that such action constitutes a violation of the law or gross negligence.
- 8.3. The Town, in its discretion, may also purchase liability insurance for the Investment Policy Committee members, and as the Town may select, for any person or persons who serve in a fiduciary capacity with respect to the Committee.
- 8.4. The Town shall not assume any obligation or responsibility to any person for any act or failure to act of the members of the Investment Policy Committee, any insurance company, or any beneficiary of the any Funds. The Investment Policy Committee shall have no obligation or responsibility with respect to any action

required by this Investment Policy Statement to be taken by the Town, any insurance company, or any other person, or for the result or the failure of any of the above to act or make any payment or contribution, or to otherwise provide any benefit contemplated by this Investment Policy Statement.

- 8.5. Neither the Investment Policy Committee nor the Town shall be obliged to inquire into or be responsible for any action or failure to act on the part of the other. No insurance company shall be a party to this Policy Statement, for any purpose, or be responsible for the validity of this Policy Statement, it being intended that such insurance company shall be liable only for the obligations set forth in the policy or contract issued by it.
- 8.6. The Investment Policy Committee shall advise and monitor the investment assets as a prudent investor would, using the judgment and care under the circumstances then prevailing that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital, pursuant to G.L. c.203C. Investment advice will be consistent with the other foregoing investment instruments as prescribed by law.

Investment Policy Endorsement:

Adopted: April 13, 2020



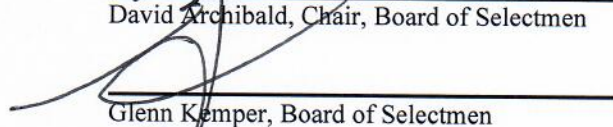
Angus G. Jennings, Town Manager




David Archibald, Chair, Board of Selectmen



Gary Roberts, Chair, Finance Committee



Glenn Kemper, Board of Selectmen

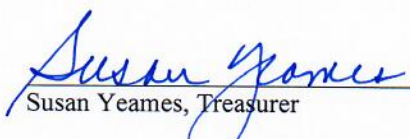


Rick Parker, Board of Selectmen

Agreement to Abide by the Terms of the Investment Policy of the Town of West Newbury

The Investment Policy Committee and Susan Yeames, Treasurer of the Town of West Newbury, have reviewed this investment policy and will manage the Town's funds under our control in accordance with this policy.

I, Susan Yeames, as Representative of the Town of West Newbury, have reviewed this investment policy and will manage the Town's funds under my control in accordance with this policy.



Susan Yeames, Treasurer

4/14/20

Date

Town Manager

From: Christopher Wilde [REDACTED]
Sent: Friday, August 18, 2023 9:06 AM
To: Town Manager
Cc: Wendy Reed
Subject: Re: Reappointment to IPC

Hi Angus and Wendy,

Yes, I am interested in reappointment. Please let me know if you need anything further from me ahead of the Monday meeting.

Chris

On Thu, Aug 17, 2023 at 6:25 PM Town Manager <townmanager@wnewbury.org> wrote:

Hi Chris,

Wendy and I took from last week's mtg that you would be interested in reappointment to IPC. Can you please confirm? This coming Monday 8/21, the Board's agenda includes discussion of the IPC Charge (following on the questionnaire Wendy had sent over a couple of weeks ago), as well as your requested reappointment.

Thanks,

Angus

Angus Jennings, Town Manager

Town of West Newbury

Town Office Building

381 Main Street

West Newbury, MA 01985

(978) 363-1100 x111

townmanager@wnewbury.org

Town Manager

From: Thomas Banks <TBanks@B2Qassociates.com>
Sent: Monday, August 7, 2023 4:26 PM
To: Arthur Wallace
Cc: Gabrielle Cole; Town Manager; Rick Parker
Subject: RE: Questions on solar site feasibility report
Attachments: Final Report - West Newbury Solar Site Feasibility Screening 2023-08-07_without appendices.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Arthur,

We have provided specific answers listed in the email chain below in red. Attached is a revised version of the report (without the appendix) which incorporates these comments/changes. I have provided a link to the full document below.

We also found an error in our calculation file which accidentally included the SMART incentives as a cost, not an incentive, for the PPA LCCAs for 1.2, 1.3, 1.4, and 1.5 ground mount. While this was an error in the economics of the original PPA number we sent over, the town would likely not be eligible for the incentive and this credit would go to the developer which in theory reduces the cost of the PPA to the town. For the purposes of this study, we included \$0 for SMART incentives for the PPA economics and kept the incentive in place for the ownership LCCAs.

[Final Report - West Newbury Solar Site Feasibility Screening 2023-08-07_compiled](#)

Thank you,
Tom Banks

Tom Banks, P.E.

Project Manager



A Woman Business Enterprise (WBE)

Direct: (978) 447 – 5713
 Mobile: (508) 932 – 1432
 Main: (978) 447 – 5600
 Fax: (978) 719 – 6339
tbanks@b2qassociates.com
www.b2qassociates.com

The contents of this e-mail and any attachments are confidential and the property of the B2Q Associates. The e-mail contents are only to be used by the intended recipient of the e-mail. If you are not the intended recipient then use, disclosure, copying, distribution or reliance on the e-mail is prohibited. All professional advice from us should be obtained in writing (not e-mail).

From: Arthur Wallace [REDACTED]
Sent: Wednesday, August 2, 2023 8:19 PM
To: Thomas Banks <TBanks@B2Qassociates.com>
Cc: Gabrielle Cole <GCole@B2Qassociates.com>; Rick Parker (WN) <rparker@wnewbury.org>; Town Manager <townmanager@wnewbury.org>
Subject: Questions on solar site feasibility report

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

Hi Tom,

Thanks for the draft report, it will definitely help West Newbury define its options and goals going forward.

A question has come up about projects 1.5 (DPW garage - ground) and 1.6 (Page School).

How was the size of these projects determined?

[TB] For both the DPW Garage and the Page School we tried to layout the panels how we understood them to be desired based on our site work. As the DPW Garage is close to the conversation area we tried to limit the layout to the small grass area we knew was safe. For the Page School we were trying to limit the layout from encroaching on any of the mature trees which may be controversial or more difficult to remove. We believe that we have been able to double the size of each layout without encroaching on any sensitive site work areas.

It seems to us that there is room for projects at both sites that are more than double the size mentioned in the report.

Do you agree?

[TB] We are happy to make the layouts as large as the town would like for modeling the potential solar panel power. It should be noted, there is an inflection point where the site work becomes more cost prohibitive and until we get into the detailed design it is hard to determine what the exact size should be and what the existing conditions impact is on the new construction.

Are there practical considerations that limit the size of projects at these two locations to those described in the report?

[TB] As noted above, there are existing obstructions (mature trees, roadways, conservation land, etc.) that may limit how easily the solar panels can be implemented. Another item to consider is the SMART incentive program with limits each system to 25 kW, if we were to make the system at the DPW Garage any larger then it would not be eligible for the SMART incentive program.

Or would it be reasonable for West Newbury to consider projects twice or more as large?

Thanks,

Arthur Wallace

Energy & Sustainability Committee

Town Manager

From: Building Inspector
Sent: Wednesday, August 16, 2023 10:26 AM
To: Town Manager; Conservation; DPW Admin; DPW Projects; Michael Dwyer; Paul Sevigny; Town Planner; Water Superintendent; Highway; Brian Richard
Cc: Executive Assistant
Subject: RE: Questions on solar site feasibility report

Morning, the report covers most of the comments I would have. Canopy is a nice “feel good” dual use of space but is a more expensive install and can hinder snow removal. Also, for consideration is the potential for vehicle impacts of residents using the parking. Ground mount is most cost-effective install but takes away open space. Currently we do not have zoning that would allow large scale BESS but Sue and I have had some preliminary conversations. I also am working with the Groveland Light Department and Groveland Planning on developing a BESS bylaw that we may be able to utilize in the near future. For public safety, town offices or school this could be a good power backup or secondary back up if a generator failed. Building and Fire Departments are still very concerned about battery storage due to the difficulty to extinguish if they catch on fire.

Sam Joslin
Building Commissioner
978-363-1100 x121
Building.Inspector@WNewbury.org



The Secretary of the Commonwealth's Office has determined that most e-mails to and from municipal offices and officials are public records. Consequently, confidentiality should not be expected.

From: Town Manager <townmanager@wnewbury.org>
Sent: Wednesday, August 9, 2023 12:50 PM
To: Building Inspector <building.inspector@wnewbury.org>; Conservation <conservation@wnewbury.org>; DPW Admin <DPWAdmin@wnewbury.org>; DPW Projects <dpwprojects@wnewbury.org>; Michael Dwyer <dwyer@westnewburysafety.org>; Paul Sevigny <psevigny@wnewbury.org>; Town Planner <townplanner@wnewbury.org>; Water Superintendent <water.superintendent@wnewbury.org>; Highway <highway@wnewbury.org>; Brian Richard <brichard@wnewbury.org>
Cc: Executive Assistant <exec.assistant@wnewbury.org>
Subject: FW: Questions on solar site feasibility report

Here is the latest draft solar feasibility study. The Select Board will review this at their 8/21 mtg. If others (either you – or BCCs you support i.e. PB, CC, whomever) want more time to review this just let me know. I haven’t had a chance to go through it in any detail yet. As we discussed this morning, if the Town were to proceed with any of these sites, that would initiate a thorough process for each site; this is just a feasibility study. My guess is that the SB wouldn’t make any decisions on 8/21, as it will take some time to fully process this. Thanks -

Angus Jennings, Town Manager

Town Manager

From: Conservation
Sent: Thursday, August 17, 2023 4:32 PM
To: Town Manager; Building Inspector; DPW Admin; DPW Projects; Michael Dwyer; Paul Seigny; Town Planner; Water Superintendent; Highway; Brian Richard
Cc: Executive Assistant; Molly Hawking (mhawkins513@hotmail.com)
Subject: RE: Questions on solar site feasibility report

Hi Angus,

I wanted to share the Commission's and my thoughts on the solar feasibility report based on a desktop /aerial map review of the sites:

- **Housing Authority ground mount:** there are wetlands at the south westerly edge of the lawn at this location. While it appears based on the diagram in the report the panels would be located outside of any buffer zone to these wetlands, it may be prudent to have this area delineated by a wetlands scientist.
- **North Dunn Field ground mount:** wetlands permitting will be required. This will require a wetlands scientist to delineate the wetlands and will require someone to complete the permitting process. This area is also a Surface Water Protection Zone A as the stream that flows from this wetland is a tributary to the Artichoke reservoir. From my limited understanding of the surface water protection zones, there may need to be some sort of notice given to the surface water supplier (Newburyport) so this should be investigated further. It will also be important to know how this location will be accessed by equipment and deliveries of the panels. This could increase the impacts to resource areas if trees/vegetation will be removed and / or if construction entrances will be created.
- **South Dunn Field ground mount:** wetlands permitting will also be required. This location is in a buffer to the Surface Water Protection Zone A so it should be investigated if any additional permitting/notice is required to install in this area. It will also be important to know how this location will be accessed by equipment and deliveries of the panels. This could increase the impacts to resource areas if trees/vegetation will be removed and / or if construction entrances will be created.
- **DPW ground mount:** this location is in a buffer to the Surface Water Protection Zone A so it should be investigated if any additional permitting/notice is required to install in this area.
- **Behind Page School:** although not related to wetlands outright, this is an interesting area/habitat as it is not yet forest and borders the large forested area of the Page School / Riverbend conservation land increasing the amount and diversity of habitat in the area
- **All sites Re: Trees:** It would be helpful to know if trees will need to be removed for optimal functioning of the panels. With the exception of the panels at Page School, none of the sites appear to result in the loss of mature trees for the siting of the panels but, will mature trees need to be removed at any of these locations for the panels to function optimally?
- **All sites Re: Runoff/stormwater:** While these are relatively small scale sites, elevated solar panels can alter how water stormwater flows and where its directed to. This can cause significant erosion and sedimentation issues especially if the ground under the panels is bare or sparsely vegetated. Has this been considered as part of the locations contained in the report? While one concern is the impacts to the immediately local wetlands from erosion and sedimentation (**Dunn fields**), it's worth considering at other sites as well. The **Pipestave canopy mounts** come to mind as one that could have potential for issues. This location is at the top of a hill with wetlands and mapped habitat of rare and endangered species at the bottom of the hill. From memory, I also believe the area behind the **Page School** to be on a slope which could compound runoff issues at this site.

Michelle Greene
Conservation Agent
Town of West Newbury

381 Main Street
West Newbury, MA 01985
Office: (978) 363-1100 x126
Mobile: (978) 891-0238
conservation@wnewbury.org

The full moon on August 1st is dubbed the sturgeon moon as it rose when the fish were abundant and most easily caught by Native American tribes. Today, fishing for sturgeon is prohibited in Massachusetts as the fish are in danger of becoming extinct. The Merrimack River supports two species of sturgeon, the Shortnose sturgeon and the Atlantic sturgeon. Learn more about these prehistoric looking fish [here](#) and [here](#).

From: Town Manager <townmanager@wnewbury.org>
Sent: Wednesday, August 9, 2023 12:50 PM
To: Building Inspector <building.inspector@wnewbury.org>; Conservation <conservation@wnewbury.org>; DPW Admin <DPWAdmin@wnewbury.org>; DPW Projects <dpwprojects@wnewbury.org>; Michael Dwyer <dwyer@westnewburysafety.org>; Paul Sevigny <psevigny@wnewbury.org>; Town Planner <townplanner@wnewbury.org>; Water Superintendent <water.superintendent@wnewbury.org>; Highway <highway@wnewbury.org>; Brian Richard <brichard@wnewbury.org>
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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: Thomas Banks <TBanks@B2Qassociates.com>
Sent: Monday, August 7, 2023 4:26 PM
To: Arthur Wallace [REDACTED]
Cc: Gabrielle Cole <GCole@B2Qassociates.com>; Town Manager <townmanager@wnewbury.org>; Rick Parker <rparker@wnewbury.org>
Subject: RE: Questions on solar site feasibility report

Hi Arthur,

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We also found an error in our calculation file which accidentally included the SMART incentives as a cost, not an incentive, for the PPA LCCAs for 1.2, 1.3, 1.4, and 1.5 ground mount. While this was an error in the economics of the original PPA number we sent over, the town would likely not be eligible for the incentive and this credit would go to the developer which in theory reduces the cost of the PPA to the town. For the purposes of this study, we included \$0 for SMART incentives for the PPA economics and kept the incentive in place for the ownership LCCAs.



ARPA MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made as of this ___ day of August, 2023, by and between the West Newbury Board of Water Commissioners, an elected public body with an address 381 Main Street, West Newbury, Massachusetts 01985 (hereinafter referred to as the “Recipient”), and the Town of West Newbury (the “Town”), with an address of 381 Main Street, West Newbury, Massachusetts 01985, acting through its Select Board (collectively, the “Parties”).

RECITALS

WHEREAS, the American Rescue Plan Act (“ARPA”) provides for the use of funds to make necessary investments in water, sewer, or broadband infrastructure as noted in the Department of the Treasury’s Final Rule, 31 CFR Part 35 RIN 1505-AC77; and

WHEREAS on March 13, 2023, the Town of West Newbury Select Board approved the use of a portion of the Town’s ARPA funds to purchase water mains for the Church and Prospect Street Water Main Replacement (the “Project”); and

WHEREAS the purpose of this project is to replace aging and deteriorating water mains on Church and Prospect Streets; and

WHEREAS, the Recipient submitted an application for ARPA funding to support the Project to replace water mains located at Church Street and Prospect Street, West Newbury, MA; and

WHEREAS, the Town has reviewed the Recipient’s application and has determined that the proposed project is consistent with the terms of ARPA and the Project, and has elected to authorize funding for a portion of the Project on condition that such funding be used exclusively for the purposes described below, and in a manner consistent with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. **The Project.** The Recipient agrees that all funds provided for herein shall be used exclusively for the work described in **EXHIBIT A** (the “Project”).
2. **Award.** Subject to the terms of this MOU, the Town agrees to allocate \$625,000 from the Town’s ARPA funds towards the Project. The Town Accountant shall disperse such funds pursuant to the terms of any contracts executed in accordance with Paragraph 5 herein.
3. **Additional Funding.** The Parties recognize that Town Meeting, through its approval of Article 7 of the Annual Town Meeting on April 24, 2023, has appropriated \$2,700,000 for



ARPA MEMORANDUM OF UNDERSTANDING

this Project. As of this MOU, Project costs are estimated at a total of \$3,325,000.¹ Thus, including the ARPA funds allocated as specified herein, there are sufficient funds for the Project. To the extent that Project costs exceed the estimated amount, the Parties shall work together to secure additional funding for such work.

4. Contracts. The Parties recognize that (a) the Town Manager has contracting authority for the portion of the Project to be funded in whole or in part by the authorized ARPA funds, as specified in EXHIBIT A; and (b) all contracts and contracts amendments related to the portion of the Project to be funded in whole or in part by the ARPA funds shall be executed by the Town Manager, and shall include a signature block for the Recipient documenting their receipt of any and all related executed contracts and contract amendments. Where the Recipient believes that a contract or contract amendment is necessary to fulfill or complete the portion of the Project to be funded in whole or in part by the ARPA funds, the Recipient shall discuss the matter with the Town Manager and a designee of the Select Board, providing supporting documentation where necessary.
5. Contract Management. Once under contract, the Water Superintendent shall serve as Project Manager for work to be funded in whole or in part by ARPA funds; and shall maintain regular communication with the Town Manager on an ongoing basis, including written updates as needed, through the duration of the Project.
6. Right to Audit. The Recipient agrees to track and maintain records of all Project related documents, including communications, receipts and invoices. The Town Manager shall have the right to inspect Project related documents and engage in an active review process of all Project related documents.
7. Term. This MOU shall remain in effect until the Recipient has completed the portion of the Project to be funded in whole or in part by the ARPA funds, and the Town has disbursed final payment of the grant awards.

IN WITNESS HEREOF, the parties hereto have caused this MOU to be duly executed this ____ day of August, 2023.

Board of Water Commissioners

By: Robert Janes

Its: Chairperson

Duly authorized: By ____ vote of Board of Water Commissioners on _____, 2023

¹ Source: Jon Gregory, Tata & Howard, email of 4/3/23 to Angus Jennings, Mike Gootée, Mark Marlowe, Steve Daunais (T&H).



ARPA MEMORANDUM OF UNDERSTANDING

Town of West Newbury

Angus Jennings, Town Manager

Duly authorized: By ___ vote of Select Board on _____, 2023

DRAFT

**ARPA MEMORANDUM OF UNDERSTANDING
EXHIBIT A**

EXHIBIT A:

Authorized expenses for the portion of the Project to be funded in whole or in part by ARPA funds

<u>Authorized Expense Category</u>	<u>Maximum Authorized Amount for Expense Category</u>
A. Pipe, couplings, fittings, and related parts and materials as itemized in Bid ID: 5599806 from E.J. Prescott, Inc., to the West Newbury Water Department dated 2/13/23, or as may be revised upon revision to this Exhibit A by the Parties.	\$625,000.00
B. Expenses for temporary storage of the parts and materials in Category A.	\$12,000.00
C. Engineering services necessary for the procurement of the parts and materials in Category A.	TBD
TOTAL AUTHORIZED ARPA ALLOCATION	Not to Exceed \$625,000.00

WEST NEWBURY WATER DEPARTMENT
381 MAIN STREET
WEST NEWBURY, MA

TEAM EJP Middleton, MA
162 No. Main Street Rte 114
P O Box 761
Middleton, MA

01985

01949

Telephone: 978-777-7738

2/13/23 Bid ID: 5499806 WEST NEWBURY, MA - WNWD CHURCH PROS Bid expires on 03/15/23 Page 2

Quantity	Sell Per	Description	Unit Price	Extended Price
		NEED SERVICE SADDLE SIZE		

water main cost
Pipe - \$559,053.50
10% Contingency - \$55,905.35
Fencing - \$10,040.00

\$624,998.85
\$625,000

Subtotal: 559,053.50
Tax: .00
Bid Total: 559,053.50

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 381 MAIN STREET
 WEST NEWBURY, MA

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Telephone: 978-777-7738

2/13/23 Bid ID: 5499806 WEST NEWBURY, MA - WNWD CHURCH PROS Bid expires on 03/15/23 Page 1

Quantity	Sell Per	Description	Unit Price	Extended Price
60	FT	12 FST PIPE DUCTILE 52 CL	78.00	4,680.00
20	FT	10 FST PIPE DUCTILE 52 CL	66.00	1,320.00
7320	FT	8 FST PIPE DUCTILE 52 CL	48.00	351,360.00
240	FT	6 FST PIPE DUCTILE 52 CL	34.50	8,280.00
1300	FT	1X100 K COPPER TUBE	10.50	13,650.00
60	FT	1X60 K COPPER TUBE	10.50	630.00
14	EA	5 B62 HYD 6-0 OR 6MJNSTB41-3WAY	3,550.00	49,700.00
4	EA	12 MJ DI RS VALVE OL	3,350.00	13,400.00
16	EA	8 MJ DI RS VALVE OL	1,685.00	26,960.00
15	EA	6 MJ DI RS VALVE OL	1,075.00	16,125.00
45	EA	26/36 TF VALVE BOX BELL W/CVR	175.00	7,875.00
55	EA	1 BALL CORP CCXQUICK LEAD FREE	122.00	6,710.00
55	EA	1 BALL CURB QUICK W/DRAIN LF	205.00	11,275.00
2	EA	8 202S SADDLE 1CC 863980	180.00	360.00
55	EA	4-1/2-5-1/2 SERVICE BOX L/C	50.00	2,750.00
55	EA	1/2X30 SERVICE BOX ROD STAINLESS	28.00	1,540.00
55	EA	1 SERVICE BOX PLUG COVER ROPE	14.50	797.50
33	EA	8 MJ DI 45 BEND CL	210.00	6,930.00
1	EA	8 MJ DI 22-1/2 BEND CL	205.00	205.00
2	EA	6 MJ DI 45 BEND CL	150.00	300.00
2	EA	12X8 MJ DI TEE CL	590.00	1,180.00
3	EA	8 MJ DI TEE CL	380.00	1,140.00
1	EA	8X6 MJ DI TEE CL	320.00	320.00
14	EA	8X6 MJ DI HYD TEE CL	365.00	5,110.00
4	EA	12X10 MJ DI REDUCER CL	290.00	1,160.00
2	EA	8X6 MJ DI REDUCER CL	152.00	304.00
15	EA	6 MJ DI SOLID CAP CL	75.00	1,125.00
2	EA	8X12 MJ DI SOLID SLEEVE CL	255.00	510.00
4	EA	10X6 DUCT CPLG 10891140 201-11401140600	350.00	1,400.00
1	EA	6X5 DUCT CPLG 686720 201-07200720500	200.00	200.00
1	EA	6X8 MACRO CPLG 660760	455.00	455.00
16	EA	12 ONE-LOK PACK DI	188.00	3,008.00
4	EA	10 ONE-LOK PACK DI	145.00	580.00
147	EA	8 ONE-LOK PACK DI	94.00	13,818.00
52	EA	6 ONE-LOK PACK DI	68.00	3,536.00
10	EA	1X3/4 CPLG QUICK LEAD FREE	36.00	360.00

NO 5/8 COUPLINGS

Continued Next Page

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1	EA	6X5 DUCT CPLG 686720 201-07200720500	200.00	200.00
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NO 5/8 COUPLINGS

Continued Next Page

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2/13/23 Bid ID: 5499806 WEST NEWBURY, MA - WNWD CHURCH PROS Bid expires on 03/15/23 Page 2

Quantity	Sell Per	Description	Unit Price	Extended Price
		NEED SERVICE SADDLE SIZE		

Subtotal: 559,053.50
Tax: .00
Bid Total: 559,053.50



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

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

Date:	3/3/2023
Project Name:	Church and Prospect Street Water Main Project
Project ID: (accounting use only)	
Expense Category:	ARPA or Water Department Stabilization and Free Cash
<p>Description of Project: Water main pipe replacement on Church and Prospect Street. The original plan was to start the water main replacement in FY 2024. The BOWC'S decided that it would be best to purchase the water main in CY 2023 after the pipe company informed the department that there would be a 30-week lead time before we would see a delivery. Other municipalities have successfully followed the same process with the backlog of the supply chains. The plan is to borrow funds for the water main project and ask for approval of the installation cost (estimated to be \$2M+) at the FY 2025 Town Meeting. By purchasing the water main in CY 2023 the water main replacement project would be able to move forward once approved at next year's Town Meeting. If we don't purchase the water main in CY 2023 and wait until CY 2024 the project would need to be pushed off for an additional year. Please Note: The BOWC would like to receive approval to use ARPA funds to purchase the water main this year. We plan to present eight articles at Town Meeting totaling \$853,276. That would leave \$0.51 in Stabilization and \$255,686 Free Cash. If the Select Board would be willing to appropriate \$625,000 out of ARPA funds for the water main purchase this year the Water Department would be more comfortable having the additional funds to pay the loan payments starting in FY 2025 (water rate increase required). That loan will be in the ballpark of \$2M-\$2.5M at this point. If the ARPA funds are not available this year the Water Department would deplete most of their available funds. We are not sure what the ARPA funds are allowed to be used for. We did put a 10% contingency on the water main cost for any cost increases in the future.</p>	
Estimated Project cost	water main=\$625,000. The total project including the \$625,000 for the water main at this time is around 3M.
Status of completion:	The Water main project should be completed by the end of CY 2024 if the water main is purchased in CY 2023.
Which FY will these expenses occur:	FY 2024

Dept head approval/Date

MARCH 3, 2023

BOS approval/Date

Accounting approval/Date



ARPA MEMORANDUM OF UNDERSTANDING

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RECITALS

WHEREAS, the American Rescue Plan Act (“ARPA”) provides for the use of funds to make necessary investments in water, sewer, or broadband infrastructure as noted in the Department of the Treasury’s Final Rule, 31 CFR Part 35 RIN 1505-AC77; and

WHEREAS on March 13, 2023, the Town of West Newbury Select Board approved the use of a portion of the Town’s ARPA funds to purchase water mains for the Church and Prospect Street Water Main Replacement (the “Project”); and

WHEREAS the purpose of this project is to replace aging and deteriorating water mains on Church and Prospect Streets; and

WHEREAS, the Recipient submitted an application for ARPA funding to support the Project to replace water mains located at Church Street and Prospect Street, West Newbury, MA; and

WHEREAS, the Town has reviewed the Recipient’s application and has determined that the proposed project is consistent with the terms of ARPA and the Project, and has elected to ~~award~~ authorize funding for a portion of the Project to the Recipient on condition that such funding be used exclusively for the purposes described below, and in a manner consistent with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. The Project. The Recipient agrees that all funds provided for herein shall be used exclusively for the work described in **EXHIBIT A** (the “Project”).
2. ~~Reporting. The Recipient agrees to track and maintain records of all fund-related documents, including communications, receipts and invoices, and will provide regular and thorough reporting relating to expenditures.~~
- 3.2. Award. Subject to the terms of this MOU, the Town agrees to ~~award the Recipient the amount of up to allocate~~ \$625,000 from the Town’s ARPA funds towards the Project. The Town Accountant shall disperse such f, with funds to be disbursed to Recipient upon



ARPA MEMORANDUM OF UNDERSTANDING

~~submission of receipts for eligible expenses associated with the Project.unds pursuant to the terms of any contracts executed in accordance with Paragraph 5 herein.~~

- ~~4.3. Additional Funding. The Recipient shall ensure that adequate funding is in place to complete the Project. In the event that the funds alone are for any reason insufficient to complete the Project, the Recipient will obtain or have available other funds sufficient in the aggregate to ensure completion of the Project. The Parties recognize that Town Meeting, through its approval of Article 7 of the Annual Town Meeting on April 24, 2023, has appropriated \$2,700,000 for this Project. As of this MOU, Project costs are estimated at a total of \$3,325,000.¹ Thus, including the ARPA funds allocated as specified herein, there are sufficient funds for the Project. To the extent that Project costs exceed the estimated amount, the Recipient Parties shall work together to secure alternative additional funding for such work.~~
- ~~5.4. Contracts. ~~The Town will~~ Parties recognize that (a) the Town Manager has ~~have signing~~ contracting authority for the portion of the Project to be funded in whole or in part by the authorized ARPA funds, as specified in EXHIBIT A; and (b) ~~on~~ all contracts and contracts amendments related to ~~necessary for~~ the portion of the ~~the completion of the~~ Project to be funded in whole or in part by the ARPA funds shall be executed by the Town Manager, and shall include a signature block for the Recipient documenting their receipt of any and all related executed contracts and contract amendments. ~~Where the Recipient believes that a contract or contract amendment is necessary to fulfill or complete the~~ portion of the Project to be funded in whole or in part by the ARPA funds, ~~the Recipient shall discuss the matter with the Town Manager and a designee of the Select Board, providing supporting documentation where necessary. It is within the sole discretion of the Town Manager whether to execute any contract or contract amendment related to the Project.~~~~
5. Contract Management. Once under contract, the Water Superintendent shall serve as Project Manager for work to be funded in whole or in part by ARPA funds; and shall maintain regular communication with the Town Manager on an ongoing basis, including written updates as needed, through the duration of the Project.
6. Right to Audit. The Recipient agrees to track and maintain records of all Project related documents, including communications, receipts and invoices, ~~and will provide regular and thorough updates to the Town Manager.~~ ~~The~~ The Town Manager shall have the right to request inspect Project related documents to ensure that the funds are being spent in accordance with this MOU and engage in an active review process of all Project related documents.
7. Term. This MOU shall remain in effect until the Recipient has completed the

¹ Source: Jon Gregory, Tata & Howard, email of 4/3/23 to Angus Jennings, Mike Gootée, Mark Marlowe, Steve Daunais (T&H).



ARPA MEMORANDUM OF UNDERSTANDING

portion of the Project to be funded in whole or in part by the ARPA funds, and the Town has disbursed final payment of the grant awards.

8. ~~Return of Funds.~~

~~If the Town determines that the Recipient has failed to use all funds on the Project as required by this MOU, or has otherwise defaulted under its obligations under this MOU, it shall send the Recipient written notice to that effect. Upon delivery of said notice, the Recipient shall immediately reimburse the Town in whole or in part, as the Town may determine. The Town may take such steps as are necessary, including legal action, to recover said funds if not timely reimbursed.~~

a. ~~In the event that a court of competent jurisdiction issues a final, binding, conclusive Judgment that the grant of funds as described by this MOU violates the law, then the Recipient shall be liable to repay to the Town the entire amount of funding provided under this MOU, and the Town shall take such steps as are necessary, including legal action, to recover said funds.~~

b. ~~In the event the Town is required to take legal action under this MOU, the Recipient shall be liable for all of the Town's costs expended for the enforcement of this MOU, including but not limited to reasonable attorney's fees and court costs.~~

c.

9. ~~Notice.~~ Any and all notices, or other communications required or permitted under this MOU, shall be in writing and delivered in hand to the parties hereto at the following addresses:

If to the Recipient:

Board of Water Commissioners
Town of West Newbury
381 Main Street
West Newbury, MA 01985

If to the Town: _____

Select Board c/o Town Manager
Town of West Newbury
381 Main Street
West Newbury, MA 01985

10. ~~No Liability of Town.~~ By making this award, the Town does not accept any liability whatsoever for any acts, omissions or errors associated with the Project. Nothing in this MOU shall be construed to render the Town or any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation



ARPA MEMORANDUM OF UNDERSTANDING

~~under this MOU. Recipient agrees to indemnify and defend the Town from all claims, suits or demands, costs and expenses, including attorney's fees, resulting from implementation of the Project or this MOU.~~

~~11. Severability. If any term or condition of this MOU or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this MOU shall not be deemed affected thereby.~~

~~12. Governing Law and Consent to Venue. This MOU shall be construed under, and governed by, the laws of the Commonwealth of Massachusetts. The Recipient agrees that any litigation arising in connection with this MOU shall be conducted exclusively in Newburyport District Court or in the Essex County Superior Court, both of which are located in the County of Essex, Commonwealth of Massachusetts. This choice of venue is intended to be mandatory and not permissive in nature. The parties to this MOU further agree to waive their rights to a jury trial.~~

~~13. Entire MOU: This MOU constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by both the Town of West Newbury and the Recipient. Signatory below acknowledges and avers that he/she has the authority to execute this MOU on behalf of the Recipient.~~

IN WITNESS HEREOF, the parties hereto have caused this MOU to be duly executed this ____ day of August, 2023.

Board of Water Commissioners

By: Robert Janes

Its: Chairperson

Duly authorized: By ____ vote of Board of Water Commissioners on _____, 2023

Town of West Newbury

Angus Jennings, Town Manager

Duly authorized: By ____ vote of Select Board on _____, 2023

**ARPA MEMORANDUM OF UNDERSTANDING
EXHIBIT A**

EXHIBIT A:

Authorized expenses for the portion of the Project to be funded in whole or in part by ARPA funds

<u>Authorized Expense Category</u>	<u>Maximum Authorized Amount for Expense Category</u>
<u>A. Pipe, couplings, fittings, and related parts and materials as itemized in Bid ID: 5599806 from E.J. Prescott, Inc., to the West Newbury Water Department dated 2/13/23, or as may be revised upon revision to this Exhibit A by the Parties.</u>	<u>\$625,000.00</u>
<u>B. Expenses for temporary storage of the parts and materials in Category A.</u>	<u>\$12,000.00</u>
<u>C. Engineering services necessary for the procurement of the parts and materials in Category A.</u>	<u>TBD</u>
<u>TOTAL AUTHORIZED ARPA ALLOCATION</u>	<u>Not to Exceed \$625,000.00</u>



Town of West Newbury

381 Main Street

West Newbury, Massachusetts 01985

Angus Jennings, Town Manager

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

townmanager@wnewbury.org

TO: Select Board
 FROM: Angus Jennings, Town Manager
 DATE: August 18, 2023
 RE: Water Distribution Study

The BOWC discussed the above-referenced report, dated August 2023, at their meeting last Thursday 8/10. At the meeting (also attended by Rick and Chris, and Rob Phillips), I told the BOWC that, in my review of the report, I found a number of items that I think would benefit from revision or clarification. In discussion, it seemed that there was broad agreement to at least some of these edits; and it also became evident through the discussion that Bob and Mike G. had sent some revisions to Tata & Howard earlier this spring (in response to the initial March draft) that had not been incorporated into the August report.

Since T&H's client in preparing the report is the BOWC, it is important that edits to the report come at their direction. It was agreed that Mark, Bob and I would meet to go through my mark-ups to see which they also agreed with, so that these could then be communicated to T&H to build into a final report. The three of us met for over an hour on Aug. 16, had a productive discussion, and found agreement on every suggestion/markup.

Next week, as time allows, either Mark or Mark and I will write up the markups/edits so these can be sent over to T&H to be built into an updated draft. If any Select Board members also have comments/suggestions re the August draft (which was circulated within the SB's 8/7 meeting materials), please send those along at your earliest convenience.

In parallel, T&H had been working on the water rate study, and delivered an initial draft on 8/7. Copies were made available at the BOWC meeting on 8/10, and a copy is enclosed for review. I expect that a similar review/editing process will take place before the BOWC accepts this report as final. If the BOWC decides to change rates, they would refer this to public hearing.



TATA & HOWARD

August 1, 2023

Mr. Robert Janes, Chair
West Newbury Board of Water Commissioners
381 Main Street
West Newbury, MA 01985

Subject: DRAFT Water Rate Study
T&H No. 7152

RECEIVED
AUG 10 2023
TOWN MANAGER
TOWN OF WEST NEWBURY

Dear Mr. Janes:

Tata & Howard, Inc. is pleased to present this draft letter report regarding current and future water rates for the West Newbury Water Department (Water Department) for your review and comment. The rate study was undertaken to estimate future expenses, determine funding needed for several water main improvements projects planned over the next five years, including new water mains in Church Street and Prospect Street and new water mains in Chase Street, Chestnut Street, and Maple Street, and determine a new rate structure and fees intended to meet future budgetary requirements. Water rates were evaluated for a five-year period, consisting of Fiscal Years 2024 through 2028. The results of the study are presented herein.

Current Water Rates and Revenue

As stated in the American Water Works Association (AWWA) Manual for Water Supply Practices, a water supplier must provide adequate water service to its customers as well as receive sufficient revenue to provide for operation and maintenance, system upgrades, and maintenance of the supplier’s financial integrity. This includes covering all cash needs, debt obligations, and basic expenses required for a water system. The Massachusetts Department of Environmental Protection (MassDEP) also requires establishment of a rate structure to maintain the prescribed service standards and an operations and maintenance program and recommends an ascending block rate structure to provide a reliable source of income and promote water conservation. The Water Department is operated as an Enterprise Fund and does not receive funding from the Town’s general funds.

The Water Department currently bills customers on a semi-annual basis. All customers are charged a base charge and usage rate, which is based upon the volume of water metered each billing period. The existing usage rates are an ascending block rate structure based on water usage in 1,000-gallon increments. Residential and commercial rates are the same and are provided in Table No. 1.

Tata & Howard
67 Forest Street | Marlborough, MA 01752
T: 508-303-9400 | F: 508-449-9400
www.tataandhoward.com

Other Offices
MA | NH | CT | AZ

**Table No. 1
 Existing Usage Rates**

Water Usage (Gallons)	Rate Per 1,000 Gallons
Semi-Annual Base Charge	\$70.00
0 – 35,000	\$14.43
35,001 and greater	\$17.48

In addition, the Water Department charges a variety of non-rate commitment service fees for services as requested or required by consumers that contribute to the revenue for the Town. The existing non-rate commitment service fees are identified in Table No. 2.

**Table No. 2
 Existing Non-Rate Commitment Service Fees**

District Service	Parameter	Non-Rate Fee
Backflow Testing	Per test	\$50
Final Read	Per line	\$30
Fire Protection Charge	Per hydrant	\$375
Red cards		\$15

The current rate structure for metered usage is comparable to neighboring Towns and water districts with some systems have lower rates and some have higher rates. The annual charge to the Town for hydrant use is higher than neighboring Towns and water districts. The Water Department does not charge for fire sprinkler systems. Other systems charge an annual sprinkler fee based on the size of the building or size of the sprinkler connection. System development for new services and other non-metered water charges are comparable to neighboring Towns and water districts.

Future Water System Improvements

New water mains, water supply sources, treatment facilities, pumping stations, and storage facilities allow the Water Department to provide reliable service and high-quality water to consumers. In addition, upgrades to existing facilities and distribution system infrastructure are required to meet the stringent regulations set forth by State and Federal authorities. The Water Department has identified future system improvement projects through the Water Distribution System Update, completed in July 2023 by Tata & Howard, in addition to other improvements identified by the Town to address system deficiencies. The Water Department presents improvement projects each year at the Annual Town Meeting. For the purpose of this study, the recommended future water improvements planned for the next five years and associated estimated



costs of improvements were examined. The Water Department’s current capital improvement projects through Fiscal Year (FY) 2028 are include in Table No. 3.

**Table No. 3
 District Capital Improvement Projects**

Project	FY24	FY25	FY26	FY27	FY28
Church Street and Prospect Street Water Main	\$2,700,000				
Chase Street, Chestnut Street, and Maple Street Water Main			\$1,713,000		

Projected Budgets

Information regarding the Water Department’s operating budget was obtained from the warrant article for the Water Enterprise Fund which was approved at the Spring 2023 Annual Town Meeting. The budget includes expenses for daily operation of the system, staff, maintenance, existing debt, and additional expenses including borrowing articles.

The FY24 operating budget was used as a baseline to estimate annual operating expenses through FY28. Historical trends were evaluated and discussed with the Town to determine if budget items are expected to increase in future years, as well as the rate of increases. The projected water budget summary for the study period is included in Table No. 4. The following is a list of assumptions made in determining projected budgets for future years.

- Future Water Department salaries and wages were increased by three percent annually. Water Commissioners’ stipend remained constant.
- Future administration and clerical operating expenses, including legal and engineering expenses, were increased by four percent annually.
- The existing debt service includes scheduled annual payments for the Brake Hill Water Storage Tank.
- Distribution expenses for operations and maintenance, including facility electricity, were increased by four percent annually.
- Future insurance expenses were increased by four percent annually.
- Miscellaneous expenses were increased by four percent annually.
- Water main improvement amounts were estimated to include the Church Street and Prospect Street water mains with construction anticipated to begin in Spring 2024 and the Chase Street, Chestnut Street, and Maple Street water main improvements, with a preliminary project schedule of design in FY26 and construction to begin in FY27.
 - It is intended that engineering costs are paid in the first year with construction costs from the same fund in the following year.
 - It was assumed that all water main costs would be paid over a 20-year period with a four percent annual interest rate.



- o The debt service for the meter and chemical injection building for the bedrock well and wellfield have been paid under a general bond obligation. This debt will be combined with the debt from the Church Street and Prospect Street water mains for a single debt service obligation.

**Table No. 4
Projected Operating Budget**

Year	FY24	FY25	FY26	FY27	FY28
Operating Expenses					
Wages & Salaries	\$317,148	\$326,662	\$336,462	\$346,556	\$356,953
Commissioners Stipend	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700
Insurance	\$52,191	\$54,279	\$56,450	\$58,708	\$61,056
Expenses	\$345,027	\$358,828	\$373,181	\$388,108	\$403,633
Newburyport Purchases	\$100,000	\$104,000	\$108,160	\$112,486	\$116,986
Indirect Expenses	\$56,192	\$58,440	\$60,777	\$63,208	\$65,737
Total Operating	\$872,258	\$903,909	\$936,730	\$970,766	\$1,006,065
Additional Expenses					
Debt Service - Brake	\$90,513	\$88,813	\$91,688	\$89,438	\$87,188
Debt Service - Other	\$77,400				
Debt Service - Church		\$270,504	\$270,504	\$270,504	\$270,504
Debt Service - Chase			\$62,286	\$124,572	\$124,572
Lead Service Inventory	\$50,000	\$50,000			
Extraordinary and	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Total Additional	\$237,913	\$429,317	\$444,478	\$504,514	\$502,264
TOTAL OPERATING BUDGET:	\$1,110,171	\$1,333,226	\$1,381,208	\$1,475,280	\$1,508,329

Estimated Revenue Needed

The Water Department collects non-rate revenues to supplement the revenue collected from water rates to offset annual expenses. Non-rate revenues include backflow testing, fire protection fees charged to the Town for hydrants, new meter charges, and late fees.

For the purpose of this study, the Water Department’s budgeted revenue for FY24 was included, and future non-rate revenues, not including one-time charges and red cards (late fee penalties), were based on the FY24 budgeted revenue and assumed to remain constant throughout the study period. Revenue from new water service installations for future years is included as revenue from anticipated new users and is discussed in subsequent sections of this report.



Table No. 5 presents the balance of revenue needed from water rates less non-rate revenue. The total operating budget costs were obtained from Table No. 4.

**Table No. 5
Total Projected Revenue Needed**

Year	FY24	FY25	FY26	FY27	FY28
Total Operating Budget:	\$1,110,171	\$1,333,226	\$1,381,208	\$1,475,280	\$1,508,329
Revenue					
Back Flow Testing	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
Fire Protection Charge	\$78,375	\$78,375	\$78,375	\$78,375	\$78,375
New Meter	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000
Total Revenue:	\$85,575	\$85,575	\$85,575	\$85,575	\$85,575
Balance of Revenue Needed:					
	\$1,024,596	\$1,247,651	\$1,295,633	\$1,389,705	\$1,422,754

Projected Consumption

Based on the available information provided for the study, water demands have remained relatively constant since at least 2017 and are not anticipated to increase through FY28. Billing data from FY22 was used as the starting point for demand and revenue projections for this rate analysis.

A total of two new services per year was assumed for new users each year within the demand projections. The previously established fee of \$6,000 in non-rate revenue to account for the new development base charge and meter turn on inspections was held constant for the revenue projections.

Comparison of Current Rates and Projected Revenue Needed

To determine the adequacy of existing water rates to sustain future costs, the existing rates were applied to projected water consumption to determine estimated future revenue. The existing rates were applied to the FY22 actual water usage by account to determine the revenue generated from rates. The semi-annual base charge was also added into the usage billings for each account.

In addition, the adequacy of the existing base charge to maintain future costs was evaluated. The number of accounts included under semi-annual billing was obtained from the Water Department for FY22. The existing base charge was applied to the number of accounts per respective billing cycle to determine the total annual revenue generated from the base charge. Table No. 6 presents the comparison of the total operating budget, the total rate and base charge revenue using current rates, balance of revenue needed, the cumulative retained earnings, and the Water Stabilization Fund balance over the study period. The retained earnings balance increases or decreases annually

based on the total expense and revenue for the Water Department. The Water Stabilization Fund only increases if money from the Water Department’s operating account is specifically transferred into account for this fund. Use of money in the Water Stabilization Fund must be approved by vote at a town meeting.

**Table No. 6
Comparison of Current Rates and Projected Needed Revenue**

Year	FY24	FY25	FY26	FY27	FY28
Total Operating Budget	\$872,258	\$903,909	\$936,730	\$970,766	\$1,006,065
Non-Operating Expenses	\$70,000	\$70,000	\$20,000	\$20,000	\$20,000
Debt Service	\$167,913	\$359,317	\$362,192	\$484,514	\$482,264
Total Rate Based Revenue	\$912,705	\$912,705	\$912,705	\$912,705	\$912,705
New User and Backflow Testing Revenue	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200
Fire Protection Revenue	\$78,375	\$78,375	\$78,375	\$78,375	\$78,375
Surplus/Deficit	(\$111,891)	(\$334,946)	(\$382,928)	(\$477,000)	(\$510,049)
Cumulative Retained Earnings	\$365,109	\$30,163	(\$352,766)	(\$829,766)	(\$1,339,815)
Water Stabilization Fund	\$406,905	\$406,905	\$406,905	\$406,905	\$406,905

As shown in Table No. 6, the total revenue based on current rates and projected revenues from future demands is not adequate to address the planned improvements to the water system. With no increase in water rates, the Water Department will have a negative balance of approximately \$1,340,000 in retained earnings at the end of FY28, however, this can be partially offset by the Water Stabilization Fund which has a balance of approximately \$407,000 as of the end of FY23 (June 30, 2023). It should be noted that if the Water Department is able to obtain more favorable loan terms for its planned improvements or delays the start of some or all projects, the retained earnings deficit will be lower.

Proposed Rate Structure, Rate Increases, and Base Charge

The Water Department has planned improvements for new water mains along Church Street and Prospect Street with construction scheduled to begin in Spring 2024 and new water mains along Chase Street, Chestnut Street, and Maple Street with design scheduled to begin in FY26 and construction in FY27. Three rate increase scenarios were evaluated to fund these improvements and the debt service requirements for the previously completed Brake Hill Water Storage Tank and the meter and chemical injection building for the bedrock well and wellfield.

Scenario No. 1 maintains balances in the Water Stabilization Fund and Retain Earnings level. This scenario includes an increase in the Base Charge in FY25 and rate increases in FY25, FY26, and



FY27. Table No. 7 summarizes these rate increases compared to the existing rates (FY24). All other fees are to remain the same.

**Table No. 7
Existing and Proposed Usage Rates Scenario No. 1**

Water Usage (Gallons)	FY24 Rate Per 1,000 Gallons	FY25 Rate Per 1,000 Gallons	FY26 Rate Per 1,000 Gallons	FY27 Rate Per 1,000 Gallons
Base Charge	\$70.00	\$110.00	\$110.00	\$110.00
0 – 35,000	\$14.43	\$19.43	\$21.43	\$22.43
35,001 and greater	\$17.48	\$21.98	\$23.98	\$25.98

Table No. 8 summarizes the annual operating budget surplus or deficit, cumulative retained earnings balance, and Stabilization Fund balance at the end of each year under Scenario No. 1.

**Table No. 8
Comparison of Current Rates and Projected Needed Revenue Scenario No. 1**

Year	FY24	FY25	FY26	FY27	FY28
Total Operating Budget	\$872,258	\$903,909	\$936,730	\$970,766	\$1,006,065
Non-Operating Expenses	\$70,000	\$70,000	\$20,000	\$20,000	\$20,000
Debt Service	\$167,913	\$359,317	\$362,192	\$484,514	\$482,264
Total Rate Based Revenue	\$912,705	\$1,252,533	\$1,355,356	\$1,410,078	\$1,410,078
New User and Backflow Testing Revenue	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200
Fire Protection Revenue	\$78,375	\$78,375	\$78,375	\$78,375	\$78,375
Surplus/Deficit	(\$111,891)	\$4,882	\$59,723	\$20,373	(\$12,676)
Cumulative Retained Earnings	\$365,109	\$369,991	\$429,714	\$450,087	\$437,411
Water Stabilization Fund	\$406,905	\$406,905	\$406,905	\$406,905	\$406,905

Scenario No. 2 increases the balance in the Water Stabilization Fund by \$100,000 annually allowing this account to be built up to pay for future water system improvements and maintains the Retain Earnings balance at approximately 20 percent of the operating budget. This scenario includes a \$50 charge each billing cycle that is dedicated to the Water Stabilization Fund. In addition, this scenario includes an increase in the Base Charge in FY25 and rate increases in FY25, FY26, and FY27. Table No. 9 summarizes these rate increases compared to the existing rates (FY24). All other fees are to remain the same.

**Table No. 9
Existing and Proposed Usage Rates Scenario No. 2**

Water Usage (Gallons)	FY24 Rate Per 1,000 Gallons	FY25 Rate Per 1,000 Gallons	FY26 Rate Per 1,000 Gallons	FY27 Rate Per 1,000 Gallons
Base Charge	\$70.00	\$110.00	\$110.00	\$110.00
Water Stabilization Fund		\$50.00	\$50.00	\$50.00
0 – 35,000	\$14.43	\$18.43	\$19.43	\$22.43
35,001 and greater	\$17.48	\$20.98	\$21.98	\$25.48

Table No. 10 summarizes the annual operating budget surplus or deficit, cumulative retained earnings balance, and Stabilization Fund balance at the end of each year under Scenario No. 2.

**Table No. 10
Comparison of Current Rates and Projected Needed Revenue Scenario No. 2**

Year	FY24	FY25	FY26	FY27	FY28
Total Operating Budget	\$872,258	\$903,909	\$936,730	\$970,766	\$1,006,065
Non-Operating Expenses	\$70,000	\$70,000	\$20,000	\$20,000	\$20,000
Debt Service	\$167,913	\$359,317	\$362,192	\$484,514	\$482,264
Total Rate Based Revenue	\$912,705	\$1,308,721	\$1,360,133	\$1,517,628	\$1,517,628
New User and Backflow Testing Revenue	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200
Fire Protection Revenue	\$78,375	\$78,375	\$78,375	\$78,375	\$78,375
Surplus/Deficit	(\$111,891)	\$61,070	\$64,500	\$127,923	\$94,874
Transfer to Water Stabilization Fund		(\$109,300)	(\$109,300)	(\$109,300)	(\$109,300)
Cumulative Retained Earnings	\$365,109	\$316,879	\$272,079	\$290,702	\$276,276
Water Stabilization Fund	\$406,905	\$516,205	\$625,505	\$734,805	\$844,105

Scenario No. 3 maintains balances in the Water Stabilization Fund level and maintains the Retain Earnings balance at approximately 20 percent of the operating budget. This scenario involves an increase in the Base Charge in FY25 and rate increases in FY25, FY26, and FY27. Table No. 11 summarizes these rate increases compared to the existing rates (FY24). All other fees are to remain the same.

Table No. 11
Existing and Proposed Usage Rates Scenario No. 3

Water Usage (Gallons)	FY24 Rate Per 1,000 Gallons	FY25 Rate Per 1,000 Gallons	FY26 Rate Per 1,000 Gallons	FY27 Rate Per 1,000 Gallons
Base Charge	\$70.00	\$110.00	\$110.00	\$110.00
0 – 35,000	\$14.43	\$18.43	\$18.93	\$22.93
35,001 and greater	\$17.48	\$20.98	\$22.48	\$25.98

Table No. 12 summarizes the annual operating budget surplus or deficit, cumulative retained earnings balance, and Stabilization Fund balance at the end of each year under Scenario No. 3.

Table No. 12
Comparison of Current Rates and Projected Needed Revenue Scenario No. 3

Year	FY24	FY25	FY26	FY27	FY28
Total Operating Budget	\$872,258	\$903,909	\$936,730	\$970,766	\$1,006,065
Non-Operating Expenses	\$70,000	\$70,000	\$20,000	\$20,000	\$20,000
Debt Service	\$167,913	\$359,317	\$362,192	\$484,514	\$482,264
Total Rate Based Revenue	\$912,705	\$1,223,516	\$1,233,447	\$1,435,784	\$1,435,784
New User and Backflow Testing Revenue	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200
Fire Protection Revenue	\$78,375	\$78,375	\$78,375	\$78,375	\$78,375
Surplus/Deficit	(\$111,891)	(\$24,135)	(\$62,186)	\$46,079	\$13,030
Cumulative Retained Earnings	\$365,109	\$340,974	\$278,788	\$324,867	\$337,897
Water Stabilization Fund	\$406,905	\$406,905	\$406,905	\$406,905	\$406,905

When compared to neighboring towns and water districts, the base charge and other non-rate-based charges were either on the higher end of the scale or comparable. One factor in the requirement for higher water rates is that West Newbury has fewer customers to fund system operational and improvements costs when compared to similar water systems, many of which have two to three times more customers.

No Increase Alternative

The Water Department must increase water rates to fund costs for the planned water main improvements projects. If the Water Department chooses to keep water rates constant through the next five years, the water main improvements projects will need to be delayed. The current rate

structure is only sufficient to cover operating budgets through the five year study period, but even with the current rates, the retained earnings balance will be eliminated and the balance in the Stabilization Fund will be reduced by approximately \$243,000. Table No. 13 shows the current rates with projected operating budgets and no planned improvements with the resulting surplus/deficit for each year and cumulative free cash.

Table No. 13
Comparison of Current Rates and Projected Needed Revenue with No Rate Increase and No Planned Water Main Improvements

Year	FY24	FY25	FY26	FY27	FY28
Total Operating Budget	\$872,258	\$903,909	\$936,730	\$970,766	\$1,006,065
Non-Operating Expenses	\$70,000	\$70,000	\$20,000	\$20,000	\$20,000
Debt Service	\$167,913	\$162,984	\$165,860	\$163,611	\$161,359
Total Rate Based Revenue	\$912,705	\$912,705	\$912,705	\$912,705	\$912,705
New User and Backflow Testing Revenue	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200
Fire Protection Revenue	\$78,375	\$78,375	\$78,375	\$78,375	\$78,375
Surplus/Deficit	(\$111,891)	(\$138,613)	(\$124,310)	(\$156,097)	(\$189,144)
Cumulative Retained Earnings	\$365,109	\$226,496	\$102,186	(\$53,911)	(\$243,055)
Water Stabilization Fund	\$406,905	\$406,905	\$406,905	\$406,905	\$406,905

Potential Impacts of Rate Change on Consumers

Based on reported usage from FY22, the estimated annual water usage per service connection is approximately 47,000 gallons per year. Existing rates (including base charge) were applied to the average annual usage for comparison of the average service cost in FY22. The average annual cost for a service connection with the existing rates is approximately \$818, or \$68.17 per month. Table No. 14 summarizes the average annual cost for the three scenarios presented in this study for FY28.

Table No. 14
Average Annual Costs

Scenario	Average Annual Cost
Current Rates	\$818
Scenario No. 1	\$1,274
Scenario No. 2	\$1,374
Scenario No. 3	\$1,298

9.12 Conclusions and Recommendations

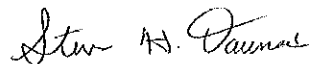
The existing rate structure is not sufficient to meet the Water Department's yearly operating budget over the next five years without eliminating the retained earnings balance and reducing the balance in the Stabilization Fund to cover some of the operating costs. Rates will need to be increased to meet the yearly operating budget even if no improvements are made to the system. If the Water Department plans to move forward with the planned improvements, it is recommended that the rates be increased as outlined under Scenario No. 2. In this scenario, the retained earnings balance will be reduced to approximately 20 percent of the Water Department's yearly operating budget, the base rate will increase to \$110 each billing period beginning in FY25, and water rates will increase in FY25, FY26, and FY27. In addition, a \$50 charge each billing period is recommended with the money going directly towards the Water Stabilization Fund which can be used to fund future capital improvement projects.

During the course of this study, the undersigned served as Project Manager, Ms. Karen Gracey, P.E. provided technical reviews and Jon Gregory, P.E. served as Project Officer.

At this time, we wish to express our continued appreciation to the Town for their participation in this study and for their help in collecting information and data. We appreciate the opportunity to assist the Town of West Newbury on this important project. Please call should you have any questions or require additional information.

Sincerely,

TATA & HOWARD, INC.



Steven H. Daunais, P.E.
Vice President



Town Manager

From: Town Manager
Sent: Thursday, August 17, 2023 6:03 PM
To: Jack Ingram <Jackingram@Bartlett.com>
Cc: Kyle VanAmburg <kvanamburg@Bartlett.com>; Fredric Chanania [REDACTED]
Subject: RE: Submission of Proposal for Bartlett Tree: West Newbury Ash Re-Inventory

Jack,
Thanks for your time on the phone earlier this week. The Select Board will talk this over at their upcoming mtg (8/21) and I'll follow up soon afterwards re how we'd like to go forward.

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: Town Manager
Sent: Monday, August 14, 2023 10:00 AM
To: Kyle VanAmburg <kvanamburg@bartlett.com>; Jack Ingram <Jackingram@Bartlett.com>
Cc: Fredric Chanania [REDACTED]; DPW Admin <DPWAdmin@wnewbury.org>
Subject: RE: Submission of Proposal for Bartlett Tree: West Newbury Ash Re-Inventory

Kyle,
We'd like to better understand the basis of the cost for this work. We continue to be supportive of doing follow-up assessments to determine which of the 177 trees would benefit from add'l EAB treatment next year, but this cost is more than we had expected. It would be helpful if your office could provide further explanation/backup for what the cost is based on; whether it's a per-tree cost or something else.

I've been asked to bring this back to the Select Board at their meeting next Monday so we can finalize a decision as to whether to move forward. I think that we will, we just need to understand the cost structure.

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: Jack Ingram <Jackingram@Bartlett.com>
Sent: Monday, July 31, 2023 1:33 PM
To: Town Manager <townmanager@wnewbury.org>
Cc: Kyle VanAmburg <kvanamburg@Bartlett.com>
Subject: Submission of Proposal for Bartlett Tree: West Newbury Ash Re-Inventory

Good afternoon,

Please see our proposal, attached, to re inventory the 177 subject ash trees, this year around the month of September. Their conditions would be updated in the inventory , and we would make a recommendation about each tree , whether or not to inject them during next spring.

Based on the results of this assessment, It there will be less trees to inject in 2024

Thank you

Jack

JACK INGRAM LOCAL MANAGER
RCA, BCMA, MCA, CTSP

BARTLETT TREE EXPERTS

640 Hale Street, Beverly Farms, MA 01915

p 978-927-1590

e Jackingram@Bartlett.com

facebook.com/bartletttreeexperts

bartlett.com



Client: 1419015

Printed on: 7/31/2023

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

Bartlett Tree Experts
 Kyle VanAmburg - Representative
 P. O. Box 5700
 Beverly Farms, MA 01915
 Mobile Phone: [REDACTED]
 E-Mail Address: Kvanamburg@bartlett.com

NOTICE TO CLIENT:

Bartlett Tree Experts has entered this property for the specific purpose of writing this proposal, pursuant to the owner's request. Bartlett Tree Experts makes no warranties and accepts no responsibility regarding the potential risks involving any trees on this property. Bartlett Tree Experts recommends having a qualified arborist inspect your property periodically to assist you in identifying potential risks or hazardous conditions related to your trees and shrubs. THIS IS NOT AN INVOICE.

EXECUTIVE SUMMARY:

Work Group	Recommendation	Number of Trees	Amount
Consulting	Tree Inventory/Survey	177	\$9,075.00
	TOTAL FOR 'Consulting'	177	\$9,075.00
	TOTAL AMOUNT:	177	\$9,075.00

Consulting:

Tree Inventory/Survey

Perform a visual assessment and inventory of all trees that are larger than 10 inches in stem diameter (DBH) in order to provide information to assess value and to develop a comprehensive landscape management program. Bartlett Tree Experts will coordinate all job planning and scheduling, equipment requirements, and work crew staffing and management pertaining to safe and professional execution of this assessment and inventory service. Data collection and inspection will generally occur within 30-60 days of receiving this signed proposal.

Once the signed acceptance of this proposal is received a representative from the Bartlett Inventory Solutions Team will contact you to schedule and finalize specific information required to begin.

Trees will be physically identified with a sequentially numbered brass tag that will be secured to the lower stem.

Arborist Notes:

•

Specific Scope of Work:

Perform a tree inventory with Level 2 Basic assessment of tree risk for the designated trees per the size listed above and located within the specified maintained landscape, public rights-of-way, designated areas/ other (attached map with boundaries). Inventory trees in identified areas up to, but not exceeding, a quantity of 177 trees. Exceptions include specific areas where groups of trees will be considered as one. Inventoried trees are already physically tagged/assigned with a corresponding number that will be referenced within the final deliverable(s).

A deliverable(s) in the form of a PDF and excel spreadsheet, only will be provided upon completion of the service.

Bartlett Tree Expert's service will conclude upon delivery of the PDF and excel spreadsheet, only .

Specific Assignment: Re-inventory the 177 designated ash trees specifically to make a determination of whether or not to perform a systemic stem injection to suppress Emerald Ash Borer, in Spring 2024. There will only be two conditions that we evaluate for: 1) Treatable or alternatively, 2) Not Recommended for Treatment. Trees will not be assessed for tree risk, strictly whether or not it is advisable to treat certain trees for EAB. All 177 trees will be evaluated and only the most viable ash trees will be selected for treatment.

Amount: \$9,075.00

Total for 'Consulting'

Amount: \$9,075.00

Total Amount: \$9,075.00

CONDITION OF PROPOSAL:

This offer is valid for 45 days. Unless accepted, our offer will be considered withdrawn after 45 days.

Before entering into this agreement, the owner/client must inform Bartlett Tree Experts of any additional requirements that may affect the work or proposal pricing (such as the owner/client's contractual terms, the owner/client's insurance requirements, or the owner/client's timing requirements of the work). Bartlett Tree Experts reserves the right to terminate the contract, without penalty, and submit a revised proposal and pricing if the owner/client presents additional requirements after they have accepted the original proposal.

NEED FOR FUTURE INSPECTIONS

It shall be the responsibility of the owner/client to ensure that a qualified arborist inspects all trees annually, or after any major weather event, to monitor the risk associated with the trees on the aforementioned property.

SCHEDULE OF WORK PROPOSED:

Once accepted and scheduled, Bartlett Tree Experts will coordinate all job planning and scheduling; equipment requirements, and work crew staffing and direction pertaining to safe, professional execution of the service or services offered.

Upon acceptance of this proposal, this work can be scheduled to take place during the week/weeks of 7/27/2023 and should be completed by 7/27/2023.

SCHEDULE OF PAYMENT:

Bartlett Tree Experts offers to perform the work specifications at the work location listed above at the following rates:

Owner agrees to pay a total price of: \$9,075.00

NOTICE OF RIGHT TO CANCEL:

You, the client, may cancel this transaction, without penalty or obligation, at any time prior to midnight of the third business day after the date of the acceptance of this proposal. To cancel your acceptance of this proposal within this time, you may notify Bartlett Tree Experts, in writing of your intent to do so, referencing the work location and project.

ADDITIONAL TERMS AND CONDITIONS:

After reviewing the terms and conditions attached, which become part of this agreement, please sign the enclosed copy and return in the enclosed envelope. In the event that the client should issue additional work authorization terms, if agreed upon, such terms will be incorporated into this agreement. In the event that such terms conflict with this agreement, then the terms of this agreement shall govern over any conflicting language. The original document should be retained for your reference. Should you have any questions or need further information, please contact me directly at 781-484-8691.

Client: 1419015

Printed on: 7/31/2023

OFFER:

Bartlett Tree Experts will perform the above referenced service in a safe, professional manner, in accordance with all laws, rules, regulations, and industry standards governing tree care.

Bartlett Representative Signature: 

Date: 7/31/2023

Printed Name: Kyle VanAmburg

AUTHORIZATION TO PROCEED:

I hereby authorize Bartlett Tree Experts to perform the above services. Unless otherwise agreed upon in writing by Bartlett Tree Experts, I agree to make total payment of the estimated costs and all authorized additional costs upon completion of the work.

Client's Signature: _____

Date: _____

Printed Name: _____

The F.A. Bartlett Tree Expert Company (“**Bartlett Tree Experts**”) provides tree-care and related services to commercial and government clients. The agreed upon “Work” has been expressed in a separate Client Agreement between Bartlett Tree Experts and the Client, and is identified within the portion of the Client Agreement communicating the Scope of Work, the Goals, the Specifications, the Schedule for the Work, and the Payment Terms. These general terms combine with the approved Client Agreement and form the complete agreement between the parties.

**Article 1
TREE RISK**

1.1 Tree Risk

- (a) The Client acknowledges that having trees on one’s property involves risk, including the risk that a tree or tree limb might fall. As part of the Work, Bartlett Tree Experts may recognize the risk posed by failure of trees within the scope of the Work and recommend to the Client ways to reduce that risk, but the Client acknowledges that Bartlett Tree Experts cannot detect all defects and other conditions that present the risk of tree failure and cannot predict how all trees will respond to future events and circumstances. Trees can fail unpredictably, even if no defects or other conditions are apparent. Bartlett Tree Experts will not be responsible for damages caused by subsequent failure of a tree, or tree part, within or around the scope of the Work due to defects or other preexisting structural or health conditions.
- (b) Unless the Work includes having Bartlett Tree Experts perform a tree risk assessment for designated trees, the Client acknowledges that in performing the Work Bartlett Tree Experts is not required to inspect and report to the Client on risks to, and risks posed by, trees on or near the Client’s property.
- (c) The Client also acknowledges that because trees are living organisms that change over time, the best protection against the risk associated with having trees on the Client’s property is for the Client to arrange to have them inspected by a qualified arborist annually and after each major weather event to identify any defects or other conditions that present the risk of tree failure. Then, once inspected, the Client should review any possible defects or conditions that present the risk of failure and request recommendations for, and implement, remedial actions to mitigate the risks.

**Article 2
THE WORK**

2.1 Ownership

The Client states that all trees and other vegetation within the scope of the Work are owned by the Client or that the owner has authorized the Client to include them within the scope of the Work.

2.2 Insurance

- (a) Bartlett Tree Experts states that it is insured for liability resulting from injury to persons or damage to property while performing the Work and that its employees are covered under workers’ compensation laws.
- (b) The scope of ongoing operations of the Work shall be defined as beginning when the performance on the site

begins and ending when the performance on the site concludes.

2.3 Compliance

- (a) Bartlett Tree Experts shall perform the Work competently and in compliance with the law and industry standards, including the American National Standards Institute’s A-300 Standards for tree care.
- (b) The Client is responsible for obtaining and paying for all required local permits.

2.4 Access over Roads, Driveways, and Walkways

- (a) The Client shall arrange for Bartlett Tree Experts’ representatives, vehicles, and equipment to have access during work hours to areas where the Work is to be performed. The Client shall keep roads, driveways, and walkways in those areas clear during work hours for the passage and parking of vehicles and equipment. Unless the Client Agreement states otherwise, Bartlett Tree Experts is not required to keep gates closed for animals or children.
- (b) The Client acknowledges that Bartlett Tree Experts is not responsible for damage to driveways, walkways, septic tanks, wells, underground irrigation, and other human-made surface or subsurface features caused by Bartlett Tree Experts trucks and equipment accessing, and being present in, areas where the Work is performed.

2.5 Access through a Dwelling or Building

If the Work requires access through the interior of the Client’s dwelling or the common interior areas of a multi residence or commercial building, the Client states that they have the authority to allow this access, or the owner has authorized the Client to allow this access in order for the Work to be completed as stated on the Client Agreement.

2.6 Concealed Features

- (a) The Client acknowledges that the Work could be delayed or made more expensive by the presence of features that are not apparent to Bartlett representatives (“**Concealed Features**”). Concealed Features could be above ground or underground and could be human-made (including irrigation systems, underground lighting, septic systems, pipes, oil tanks, utility lines, masonry, or concrete) or natural (including rocks and insect nests). The Client states that it has notified Bartlett Tree Experts of all Concealed Features that it is aware of in those areas where the Work is to be performed.
- (b) Bartlett Tree Experts will not be liable for damage to Concealed Features that the Client does not notify Bartlett of in writing.

- (c) If Concealed Features prevent the Work from continuing, the Client agrees to pay Bartlett Tree Experts for the all portions of the Work completed up until the time the concealed features became apparent and delayed or prevented the Work from continuing. The Client also agrees that in the event that the Concealed Features prevent any further Work from proceeding, or significantly alter the costs of the remainder of the Work within the Agreement, then the remainder of the Agreement between the Client and Bartlett Tree Experts will be considered nullified, with neither party having any further obligations to the other, and a new written agreement will be formed prior to any further Work being performed.

2.7 Potential Harm to Animals

The Client acknowledges that pets and other animals might be harmed if they swallow tree debris, such as sawdust, leaves, or branches, created during performance of the Work. Bartlett Tree Experts cleans up sawdust and other debris it creates in working on a tree, but it is unrealistic to expect that it will dispose of every piece of sawdust or debris. The client is responsible for ensuring that pets and other animals are kept from any area where debris created during the Work is present until such time as exposure of any remaining debris to the elements has sufficiently reduced the risk of harm to animals.

2.8 Weather-Event Damage

The Client acknowledges that because remediating weather-event damage might result in further damage to a structure, property, or landscaping feature already damaged in that weather event regardless of the care taken, Bartlett Tree Experts will not be responsible for any such further damage to any structure, property or landscaping feature when remediating or removing trees or tree parts that have fallen on structures, patios, decks, fences, driveways, or hardscapes are part of the Work.

2.9 Cables, Braces and Tree-Support Systems

- (a) The Client acknowledges that cables, braces or tree support systems are intended to reduce the risk associated with tree part breakage by providing supplemental support to certain areas within trees and in some cases by limiting the movement of leaders, limbs, or entire trees, and are intended to mitigate the potential damage associated with tree part breakage; but that such supplemental support systems cannot eliminate the risk of breakage or failure to trees or tree parts entirely, and future breakage and damage is still possible.
- (b) The Client acknowledges that for cables, braces or tree-support systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.

2.10 Lightning Protection Systems

- (a) The Client acknowledges that lightning protection systems are intended to direct a portion of the electricity from a lightning strike down through the system into the ground, and mitigate the potential damage to the tree from a

lightning strike, but that such systems cannot prevent damage to structures, nor can such systems prevent damage to trees caused by lightning entirely.

- (b) The Client acknowledges that for lightning protection systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.

2.11 Recreational Features

- (a) The Client acknowledges that Bartlett Tree Experts recommends stopping the use of, and removing, any tree house, ropes course, swing, or other recreational feature attached to a tree. Regardless of the health or condition of the tree, such features might be unsuited for the intended use or might place unpredictable forces on the feature or the tree, resulting in failure of the feature or the tree and injury to persons or damage to property. Bartlett Tree Experts is not responsible for the consequences of use of any such feature.
- (b) The Client acknowledges that if a recommendation is made to mitigate an observed and immediate safety issue on a tree with any such device or feature attached, such as the removal of a dead, dying, or broken limb that could fall and injure a person or damage property, the Client should not infer that following the recommendation and mitigating the immediate safety issue makes the tree in question safe for the use of the attached device or feature.

2.12 Tree Removal and Pruning

- (a) The Client acknowledges that in removing or cutting down a tree as part of the Work, Bartlett Tree Experts will cut the tree approximately 12 inches from the ground. The Client understands that any remaining stump may present a tripping hazard, and the Client should mark the area if necessary. Removing or grinding stumps is not included as part of tree removal unless stated in the Client Agreement.
- (b) If pruning tree limbs or shrubs is part of the Work, Bartlett Tree Experts will develop specifications to help meet the present goals of the Client, in accordance with industry standards. Trees and shrubs will typically require follow up pruning at various intervals to maintain a Client's goals. Based on those goals; and the species, size, location, health, and growth pattern of the tree(s) or shrub(s) which are pruned, the Client should conduct routine monitoring of each tree or shrub and communicate the need for future pruning to a qualified arborist in order to maintain the established or desired plant form or objectives.

2.13 Trees Infested with Emerald Ash Borer

- (a) The Client acknowledges that Ash trees or other trees infested with emerald ash borer can become extremely brittle and dangerous within a short period of the infestation, and the conditions of such trees could adversely change between the time a proposal to work on such a tree was written, and the time that the work is scheduled for completion.
- (b) The Client understands that if any tree or trees infested with emerald ash borer have become too dangerous to access,

climb, prune, or rig from without risking injury or damage to the Client's property, then that portion of the proposal will be considered nullified, with neither Bartlett Tree Experts nor the Client owing anything to the other for that portion of the Work, and a new proposal will need to be written and agreed upon before any work can proceed on any such infested tree.

2.14 Tree Care Maintenance or Recurring Programs

- (a) If the Client Agreement is for ongoing tree care or landscape maintenance or for a recurring maintenance or plant health care program for trees, plants or turf areas, the Client acknowledges that the purpose of this type of agreement is to maintain tree, shrub, or turf health and beauty.
- (b) The Client understands that any inspections that may be conducted during any such ongoing tree care, landscape maintenance, or recurring maintenance or plant health care type contracts are for the purpose of evaluating plant health, and determining any appropriate treatment recommendations according to the client's tree, shrub or turf health needs, and are not meant to be a safety inspections, or tree risk assessments.
- (c) The Client also understands that in no way does Bartlett Tree Experts imply nor should the Client infer that Bartlett Tree Experts assumes the responsibility for inspecting, identifying, or correcting hazards or safety issues on or near the Client's property, or conducting tree risk assessments during the course of any of its ongoing tree care, landscape maintenance, or reoccurring maintenance contracts.

2.15 Stump Grinding

- (a) If the Work includes stump-grinding services, the Client acknowledges that grinding will take place well below ground level, and the Client understands that the stump grinding area might present a tripping hazard, and the Client should mark the area if necessary until the Client removes the stump grinding debris and fills the stump grinding holes with soil to grade.
- (b) Unless the Client Agreement states otherwise, Bartlett Tree Experts is not required to remove stump-grinding debris filling stump-grinding holes, or fill stump grinding holes to grade with soil.
- (c) If tree grates or metal grates or other man made protective features existed prior to the stump removal, it is the Client's responsibility to ensure that the grates or manmade features are re-installed correctly after the stump removal and do not pose a tripping hazard.

2.16 Root Pruning

In the right circumstances, root pruning is a valuable and necessary service, but it might pose a risk to the health and structural integrity of trees. To limit that risk, Bartlett Tree Experts performs root pruning to industry standards, but the Client acknowledges that the health and structural integrity of trees within the scope of the Work might nevertheless be adversely affected by any root pruning performed as part of the Work. Bartlett Tree Experts shall assist the Client in

understanding the risks involved before opting for root pruning, but the Client will be responsible for deciding to proceed with root pruning.

2.17 Tree Risk Assessments and Inventories

- (a) If the Client Agreement is specifically for Bartlett Tree Experts to provide a level I, II, or III Tree Risk Assessment for any tree or group of trees to the Client in accordance with industry standards, the Client understands that any risk ratings and recommendations for mitigating such risks will be based on the observed defects, conditions, and factors at the time of the tree risk assessment or inventory,
- (b) The Client acknowledges that any recommendations made to mitigate risk factors or manage tree populations will be made in accordance with industry best practices and standards, but that the decision to implement the recommended mitigation practices, remove the risk factors, or manage the trees rests solely with the client.
- (c) The Client understands that all risk ratings used are intended to assist the Client with understanding the potential for tree or tree part failure, and are not meant to be used to declare any tree or tree part to be safe or free from any defect. As such, the Client should not infer that any tree or trees not having a condition class of poor or dead, or not showing a potential failure to be likely or imminent, are "safe" or will not fail in any manner.
- (d) The Client understands that it is the Client's responsibility to ensure that the assessed tree or trees are continually inspected and reassessed periodically, or after any major weather event, in order to ensure that risk rating information or any other information is kept current, and to enter any changes to risk ratings or mitigation measures to the inventory or tracking system used by the Client.

2.18 Client Trees in Hazardous Condition

If the Client Agreement specifies that one or more trees within the scope of the Work are in hazardous condition, are high or moderate risk, or should be removed for safety reasons, the Client acknowledges that removing those trees would prevent future damage from trees or tree limbs falling. If the Client requests that one or more of those trees be pruned instead of removed, the Client acknowledges that although pruning might reduce the immediate risk of limbs falling, it does not preclude the possibility of future limb, stem, or root failure. Bartlett Tree Experts is not responsible for any such future failure.

2.19 Plant Health Care or Soil Care and Fertilization Treatments

- (a) Bartlett Tree Experts states that plant health care and/or soil care and fertilization treatments will be conducted in accordance with industry standards for such services.
- (b) The Client acknowledges that if the Client Agreement requires markers or notification signs to be left on the property, then the signs must be left in place for twenty-four hours or however long is stated on the Client Agreement, whichever is longer. At the end of the prescribed period, it

will be the Client's responsibility to remove and dispose of the signs.

- (c) Bartlett Tree Experts will provide the Client with copies of all pertinent product label or safety data sheet information upon request.
- (d) The Client acknowledges that plant health care treatments are intended to mitigate pest levels to an acceptable degree, and are not intended to eradicate or eliminate any insect, disease, or other pest entirely.
- (e) The Client acknowledges that soil care and fertilization treatments may not have the intended effect if drought conditions or lack of irrigation prevent the tree, shrub, or turf area from receiving adequate water throughout the growing season.

2.20 **Schedule of Plant Health Care or Soil Care and Fertilization Treatments**

- (a) Bartlett Tree Experts will schedule all treatments for the appropriate period, given the type of plant, pest, infestation levels, weather patterns, the objectives, and other environmental considerations.
- (b) If the Client has requested a specific date within that period for the Client's plant health care treatment, the date will be placed on the agreement. If Bartlett Tree Experts is unable to perform the services on the agreed upon date, due to weather conditions, or other unforeseeable delays, Bartlett Tree Experts will reschedule the treatment for a date agreeable to the Client.
- (c) If weather conditions or other unforeseen conditions prevent or delay treatment during periods specified in the Client Agreement, and the Client has not requested a specific date, then Bartlett Tree Experts will automatically reschedule the treatments for the next most appropriate period and notify the Client.

2.21 **Integrated Pest Management**

- (a) If the Work includes integrated pest management services, the Client understands that this service will involve plant health care treatments which will be tailored to meet the Client's needs for specific trees, shrubs, turf areas, or plants. In delivering this service, Bartlett Tree Experts will consider the Client's objectives, priorities, budgetary concerns, plant materials, site conditions, pest and disease infestation levels and the expectations of those levels, and timing issues.
- (b) The Client acknowledges that this service may involve one or more inspections of specific plants to help determine insect and disease concerns, the sampling of specific plant materials or soil areas, an understanding of the cultural needs of certain plants, consideration of biological control concepts and limitations (natural and/or introduced predators), recommended improvements to physical site conditions, or the use of pesticide treatments. The integrated pest management service does not combine all possible controls and concepts for every tree, shrub, turf area, or plant, but rather it considers the most reasonable option or options for control of and mitigation of insect and

disease damages to the specific trees, shrubs, turf areas or plants as designated by the Client to meet the Client's goals.

- (c) The Client also understands and acknowledges that during the course of an integrated pest management program, as inspections are taking place, and treatments or other services are being performed to certain trees or shrubs, not every tree or shrub inspected will require a specific treatment or other service, and in fact, some trees or shrubs may not require any specific treatment or other service throughout the course of a season to maintain health and vigor if the inspections show insignificant pest thresholds, and sound environmental and cultural conditions.
- (d) The Client also understands that tree, shrub, plant and turf inspections conducted during the integrated pest management program are for the purpose of determining plant health issues and, insect and disease thresholds; and are not conducted for the purposes of determining tree, shrub, plant, or turf safety.

2.22 **Trees in Poor Health or a Severe State of Decline**

The Client acknowledges that if a tree is in poor health or in a severe state of decline, Bartlett Tree Experts cannot predict how that tree will respond to any recommended plant health care or soil care and fertilization treatment and might not be able to prevent that tree from getting worse or dying.

2.23 **Fruit-Reduction Treatment**

If fruit-reduction (including olive-reduction) treatment forms part of the Work, the Client acknowledges that although Bartlett Tree Experts will take steps to minimize the extent to which the pesticide used in this treatment comes into contact with plants under or near the treated trees or shrubs, it is likely that some contact will occur and might damage or kill understory plants. Bartlett Tree Experts will not be liable for any such damage.

2.24 **Fruit Tree or Crop Treatment**

If the Work includes plant health care treatments to mitigate pest damage to fruit trees or other crops, the Client will be responsible for instructing Bartlett Tree Experts which fruit trees or other crops to treat. The Client acknowledges that no such treatments can eliminate pests entirely and such treatments might not increase crop yield or value and might not prevent the plants in question from dying.

2.25 **Tick, Mosquito, or Biting Fly Treatment**

The Client acknowledges that if the Client Agreement specifies a treatment program to mitigate the presence of ticks, mosquitos, or biting flies, such treatment can only lower pest thresholds, and cannot eliminate the pests or prevent such pests from biting, stinging, or entering the treated area.

2.26 **Termite or Wood Destroying Organism Treatment**

- (a) The Client acknowledges that if the Client Agreement specifies a treatment program to mitigate Formosan termites or any other wood destroying organism from any

tree or trees, that the treatment cannot provide protection against any present or future damage to any structure or structures on the property, nor can it reverse any damage already caused to any such structure or structures on the property.

- (b) If Formosan termites or other wood destroying organisms are present on the property, Bartlett Tree Experts recommends that the Client has a qualified structural home inspector inspect the structure or structures for the presence of any termites or wood decaying organisms, as well as any damage, and provide the Client with an appropriate recommendation and report to treat, mitigate or repair the damage.

2.27 Plant Nursery Services

If the Work includes treatment to mitigate pest damage to nursery trees or plants, the Client will be responsible for instructing Bartlett Tree Experts which trees or plants to treat. The Client acknowledges that no such treatments can eliminate pests entirely and such treatments might not increase the value of nursery plants and might not prevent the trees or plants in question from dying.

2.28 Trees Planted and Maintained by Other Contractors

The Client acknowledges that if trees within the scope of the Work were recently planted or are being maintained by one or more other contractors or if one or more other contractors will be watering and providing services with respect to trees within the scope of the Work, how those trees respond to treatment in the course of the Work might be unpredictable, and Bartlett Tree Experts cannot be responsible for the health of such trees or plants.

2.29 Trees with Cones and Large Seed Pods

The Client acknowledges that large tree cones or seedpods on some trees can become dislodged and fall without notice, creating a hazard to persons or property. If the Client has the type of tree on their property that produces large, heavy cones or seedpods, and the Client does not wish to remove the tree, Bartlett Tree Experts recommends that the Client marks off and restricts the area under and near the tree from pedestrian and vehicle traffic whenever possible, places a warning sign near the tree, remains aware of the hazardous conditions the falling cones can create, and inspects the tree annually and removes any observable cones if possible in order to mitigate the potential for damage from falling cones.

2.30 Snow Removal

- (a) If snow removal forms part of the Work, the Client acknowledges that the condition of snow and ice on a roof or other structure will vary based on the rate at which snow accumulates, how it is distributed, and the weather it has been exposed to. In removing snow, Bartlett Tree Experts aims to reduce the weight of snow and ice, not remove it entirely. The Client acknowledges that in most cases, existing snow will only be removed down to within a few inches of the roof surface or the ice covering the roof surface, as the case may be, and that any remaining snow and ice might still cause damage.

- (b) Bartlett Tree Experts will not be responsible for damage done during snow removal as a result of Concealed Features that the Client does not notify Bartlett of.

- (c) The Client acknowledges that because removing snow from a structure or landscaping feature that has already been damaged might result in further damage regardless of the care taken by Bartlett Tree Experts, Bartlett will not be responsible for any further damage to a previously-damaged structure or landscaping feature from which Bartlett Tree Experts removes snow as part of the Work.

2.31 Installing Lights

If installing lights and other lighting equipment forms part of the Work, the Client is responsible for providing the lighting equipment and instructing Bartlett Tree Experts where to install it. Bartlett Tree Experts is not responsible for performance and safety of the lighting equipment. The Client is responsible for retaining a licensed electrician to inspect the lighting equipment to check that it is in working order, is safe, and complies with the relevant codes. Bartlett Tree Experts is not responsible for damage done during installation and removal of lighting equipment to any structures (including gutters, decking, and patios), landscaping features (including trees and plants).

2.32 Tarpaulins

The Client acknowledges that if as part of the Work Bartlett Tree Experts places a tarpaulin, or touches a tarpaulin, over a damaged structure, that might not prevent further damage to the structure and its contents, and the tarpaulin might not stay secure during subsequent weather events, even if it is competently secured. Bartlett Tree Experts is not responsible for damage to a structure and its contents that occurs after Bartlett Tree Experts places or adjusts a tarpaulin over the structure. The Client acknowledges that if a structure experiences damage that requires placement of a tarpaulin, the Client should promptly contact an appropriate roofing or water-restoration contractor to assess any damage and conduct any needed repairs.

2.33 Fire Damage

- (a) Regardless of the species, trees exposed to fire can suffer structural damage that goes beyond whatever external damage might be visible. Fire can cause cracking and brittleness in tree structure and integrity; it can make preexisting defects worse; it can make roots less stable; and it can weaken the overall health of the tree, making it susceptible to disease and pest infestations. The effects of fire damage are unpredictable and difficult to determine. Bartlett Tree Experts is not responsible for any injury to persons or damage to property resulting from services performed on fire-damaged trees as part of the Work.
- (b) The Client acknowledges that if trees and shrubs on the Client's property have been exposed to fire, the Client should have qualified arborist periodically inspect trees and shrubs on the property for fire damage.

General Terms Commercial

2.34 Cancellation

If the Client cancels or reduces the Work after the Work has started, the Client shall pay Bartlett for all the items of the Work that have been completed and all reasonable costs Bartlett has incurred in preparing to perform the remainder of the Work.

2.35 Payment

The Client shall pay for the Work when the Client receives Bartlett Tree Experts' invoice for the Work. If any amount remains unpaid 30 days after the date of the invoice or any period stated in the Client Agreement, whichever is longer, as a service charge the unpaid amount will accrue interest at the rate of 1.5% per month (or 18% per year) or the maximum rate permitted by law, whichever is lower. The Client shall reimburse Bartlett for any expenses (including attorneys' fees and court costs) it incurs in collecting amounts that the Client owes under the Client Agreement.

Article 3 DISPUTE RESOLUTION

3.1 Arbitration

- (a) As the exclusive means of initiating adversarial proceedings to resolve any dispute arising out of or related to the Client Agreement or Bartlett Tree Experts' performance of the Work, a party may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules, and each party hereby consents to any such dispute being so resolved. Any arbitration commenced in accordance with this section must be conducted by one arbitrator. Judgment on any award rendered in any such arbitration may be entered in any court having jurisdiction. The parties also agree that the issue of whether any such dispute is arbitrable will be decided by an arbitrator, not a court.
- (b) The arbitrator must not award punitive damages in excess of compensatory damages. Each party hereby waives any right to recover any such damages in any arbitration.

3.2 Limitation of Liability

The maximum liability of Bartlett for any losses incurred by the Client arising out of the Client Agreement or Bartlett's performance of the Work will be the amount paid by the Client for the Work, except in the case of negligence or intentional misconduct by Bartlett.

Article 4 MISCELLANEOUS

4.1 Client Responsibilities

- (a) The Client is responsible for the maintenance of the client's trees, shrubs, and turf and for all decisions as to whether or not to prune, remove, or conduct other types of tree work on each respective tree, or when to prune, remove, or conduct other tree work on any respective tree, and all

decisions related to the safety of each respective tree, shrub, and turf area.

- (b) Nothing in this Agreement creates an ongoing duty of care for Bartlett Tree Experts to provide safety maintenance or safety inspections in and around the client's property. It is the responsibility of the client to ensure the safety of its trees and landscape, and to take appropriate actions to prevent any future tree or tree part breakage or failures, or otherwise remove any hazardous conditions which may be present or may develop in the future.

4.2 Unrelated Court Proceedings

The Client acknowledges that Bartlett Tree Experts has prepared the Client Agreement solely to help the Client understand the scope of the Work and the related costs. If a court subpoenas Bartlett Tree Experts' records regarding, or requires that a Bartlett representative testify about, the Client Agreement or the Work in connection with any Proceeding to which Bartlett Tree Experts is not a party or in connection with which Bartlett Tree Experts has not agreed to provide expert testimony, the Client shall pay Bartlett Tree Experts Two Hundred dollars (\$200.00) per hour for time spent by Bartlett representatives in collecting and submitting documents for those Proceedings and attending depositions or testifying as part of those Proceedings.

4.3 Notices

For a notice or other communication under the Client Agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company (with all fees prepaid), or (3) by email. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

4.4 Amendment; Waiver

No amendment of the Client Agreement will be effective unless it is in writing and signed by the parties. No waiver under the Client Agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

4.5 Conflicting Terms

If these terms conflict with the rest of the Client Agreement, the rest of the Client Agreement will prevail. If these terms conflict with any other client documentation, terms, or purchase order agreement, then the Client Agreement and these terms will prevail.

4.6 Entire Agreement

The Client Agreement with these terms constitutes the entire understanding between the parties regarding Bartlett Tree Experts' performance of the Work and supersedes all other agreements, whether written or oral, between the parties.



Town Manager

From: Kelli Webster [REDACTED]
Sent: Wednesday, July 5, 2023 11:27 AM
To: Town Manager
Subject: Re: Learning Tree lease

Hi Angus,

There were no other issues other than rent. I was hoping to be able to keep it the same, my enrollment is very low this year and it's already kind of a struggle so that would be all I'm asking.

I'm hoping they could keep it the same if possible.

I can talk anytime, let me know what works for you.

Kelli

Sent from my iPhone

On Jul 5, 2023, at 10:15, Town Manager <townmanager@wnewbury.org> wrote:

Hi,

I wasn't able to call on Friday. I'm flexible today, or tomorrow after about noon. The Board has asked me to look into what market rents are in the area, for purposes of revisiting the current rent amount. Other than rent level, are there other items you'd like to talk over with regard to the lease? (Obviously the building painting underway now is a short-term inconvenience).

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: Kelli Webster [REDACTED]
Sent: Friday, June 30, 2023 2:08 PM
To: Town Manager <townmanager@wnewbury.org>
Subject: Re: Learning Tree lease

Hi I can talk on the phone today if you want. Let me know what time works.

Kelli

Sent from my iPhone

On Jun 30, 2023, at 12:08, Town Manager <townmanager@wnewbury.org> wrote:

Kelli,

I hope you are well. I'd like to schedule a conversation, next week if possible, to talk over the Learning Tree lease. The lease was last renewed for a 2-year term beginning July 2021 through today, so we will need to get this back on a Select Board agenda for their review of a new lease. As part of that, we'll take a look at the rent amount, and it's an opportunity to review any other items that may need discussion, if any.

Please let me know your availability. I'll be in all next week other than Tuesday July 4th, and would be happy to stop by to meet in person if that works out.

Thanks,
Angus

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

Town Manager

From: Kelli Webster [REDACTED]
Sent: Friday, July 28, 2023 2:01 PM
To: Town Manager
Subject: Re: Learning Tree sq ft

Hi Angus,

Thank you for meeting with me as well. Thank you for helping take care of the driveway and play yard it will make such a difference with the appearance of the property.

I couldn't find it on my email, but I know it's on my early education and care portal. I will take care of it today and send it over Monday.

I have a couple different sketches, because different licensers requires different things. I will send what I have.
Kelli

Sent from my iPhone

On Jul 28, 2023, at 12:39, Town Manager <townmanager@wnewbury.org> wrote:

Kelli,

Thanks for meeting yesterday. Once you track down the measured square footage of the space, please let me know. I'll be out on vacation next week, so we won't be putting the lease renewal on the Select Board agenda for Aug 7, but would like to get this wrapped up in time for their Aug 21 mtg.

I spoke with our Highway Foreman Butch Hills, and he'll take a look at the rear portion of the lot – cleaning up the gravel from the paving/drainage improvements, which will allow the routine mowing to get back into that section of the lot as it had previously. When I'm back from vacation I'll talk with him and Brian further re your suggestions about mowing the yard as well as potentially paving a small portion of the existing yard (near the back of the building) to simplify future maintenance.

Thanks,
Angus

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

Town Manager

From: Kelli Webster [REDACTED]
Sent: Wednesday, August 2, 2023 4:48 PM
To: Town Manager
Subject: INDOOR SPACE SKETCH
Attachments: INDOOR SPACE SKETCH.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Angus,

I have two different sketches.

However my capacity is based on the room size only.

So, although it's 844 on one and 956.5 on another. Early education and care will not allow me to use hallways and bathrooms at square footage.

I realize the town has to charge me for complete square footage, which is fine, I'm just stating that they base my capacity off the three rooms only. Because that is where the children will be playing etc. Unfortunately, where they don't allow complete sf it effects my salary and enrollment.

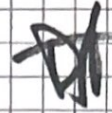
I just wanted to make the selectmen aware of how that works. It's the square footage per child.

Kelli

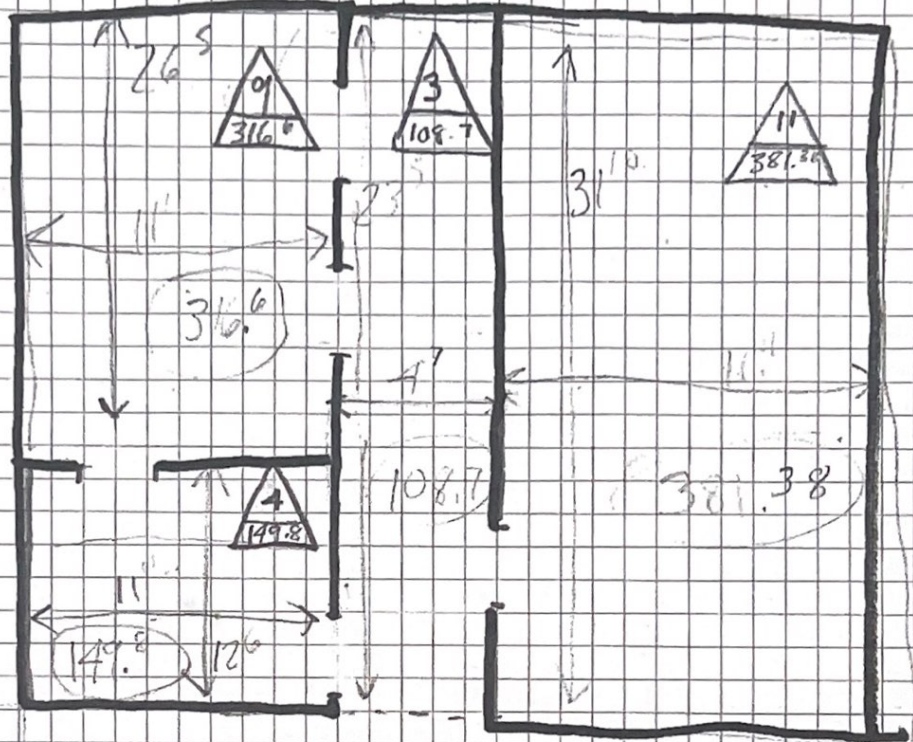
Sent from my iPhone

10-1-19
NOTES

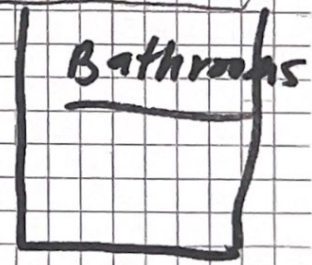
West Newbury Learning Tree Licensor Indoor Sketch



316.6
149.8
108.7
381.4
956.5
= 35
27.32



← HALLWAY →



- TA/DIR ✓
- ARC ✓
- ARC ✓
- ARC ✓
- ARC ✓

SS - T.A
ARC - ✓

Learning Tree lease

Area	844 sq. ft. (measured)
Rent	1207.44 per month
Rent	14489.28 per year
Rent	17.17 sq. ft. (est.)

Learning Tree lease

Area	956.5 sq. ft. (measured)
Rent	1207.44 per month
Rent	14489.28 per year
Rent	15.15 sq. ft. (est.)

Comparable rents, analysis of Learning Tree lease, July 2023

Amesbury	
Location (address)	58 Macy St
Type of space (i.e. retail, office, etc.)	Retail/zoned for daycare
Class (if available)	
Utilities	Not Included
Area	718 sq. ft. (est.)
Rent/month	718 per month
Rent/yr	8616 per year
Rent/SF	12.00 sq. ft. (est.)

Merrimac	
Location (address)	117 E Main Street
Type of space (i.e. retail, office, etc.)	Retail/Office
Class (if available)	
Utilities	Not Included
Area	2,200 sq. ft. (est.)
Rent/month	2249.5 per month
Rent/yr	26994 per year
Rent/SF	12.27 sq. ft. (est.)

Newburyport	
Location (address)	45 Storey Ave
Type of space (i.e. retail, office, etc.)	Retail/Storefront
Class (if available)	
Utilities	Not Included
Area	1,600 sq. ft. (est.)
Rent/month	3333.33 per month
Rent/yr	39999.96 per year
Rent/SF	25.00 sq. ft. (est.)

Georgetown	
Location (address)	1 W Main Street
Type of space (i.e. retail, office, etc.)	Retail/Office
Class (if available)	
Utilities	Not Included
Area	2,249 sq. ft. (est.)
Rent/month	2811.25 per month
Rent/yr	33735 per year
Rent/SF	15.00 sq. ft. (est.)

Topsfield	
Location (address)	30 Main Street
Type of space (i.e. retail, office, etc.)	Retail/Store front
Class (if available)	
Utilities	Not Included
Area	2,800 sq. ft. (est.)
Rent/month	3033.33 per month
Rent/yr	36399.96 per year
Rent/SF	13.00 sq. ft. (est.)

**TOWN OF WEST NEWBURY AND LEARNING TREE PRESCHOOL
LEASE**

1. PARTIES The Board of Selectmen of the Town of West Newbury, pursuant to Massachusetts General Laws Chapter 40 Section 3 and every other lawful authority, (hereinafter LESSOR), which expression shall include its successors and assigns where the context so admits, does hereby lease to Kelli J. Webster doing business as Learning Tree Preschool, (hereinafter LESSEE), which expression shall include LESSEE and its successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises:
2. PREMISES The portion of West Newbury Town Hall outlined in red on the attached Exhibit A and an outdoor fenced in area of approximately 750 square feet on the easterly side of Town Hall together with the right to use in common, with others entitled thereto, the hallways and stairways, necessary for access to said Premises, and lavatories nearest thereto and the non-exclusive right to parking spaces in the rear of the Town Hall.
3. TERM The term of this lease shall be for two (2) years commencing on July 1, 2023, and ending on June 30, 2025.
4. RENT The LESSEE shall pay to the LESSOR rent at the rate of Fourteen Thousand Four Hundred Eighty Nine Dollars and Twenty Eight Cents (\$14,489.28) for the year of this lease beginning July 1, 2023, and ending June 30, 2025, payable in advance in monthly installments of One Thousand Two Hundred Seven Dollars and Forty Four Cents (\$1,207.44) on the first day of each month, the first monthly payment to be made on July 1, 2023, and a like installment on the first day of each succeeding month.
5. UTILITIES The LESSOR agrees to furnish water, electricity and reasonable heat to the Premises, the hallways, stairways, and lavatories during normal business hours on regular business days of the heating season of each year, and to light passageways and stairways during business hours all subject to interruption due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained for the Premises or the property of which the Premises are a part, or to any cause beyond the LESSOR's control. Any additional services or utilities shall be at LESSEE'S sole cost and expense, subject to LESSOR'S approval, which approval shall not be unreasonably withheld.
6. PERMITTED USE The LESSEE shall use the leased premises only for the operation of a Day Care Center as defined in Massachusetts General Laws Chapter 28A Section 9 for not more than twenty-three (23) students. No other use, whether a principal use or an incidental use, shall be allowed on the Premises, nor shall the maximum number of students allowed under this paragraph be exceeded, except with the express written consent of the LESSOR, which consent may be granted or withheld in LESSOR's sole and absolute discretion.

7. COMPLIANCE WITH LAWS The LESSEE acknowledges that no trade or occupation shall be conducted in or on the Premises or use made thereof other than a Permitted Use as permitted under Part 6 hereof and no activity shall be suffered or allowed which is unlawful, improper, noisy or offensive, or contrary to any federal or state law or any municipal by-law or ordinance in force in the town in which the Premises are situated. LESSEE covenants and agrees at all times during the term of this lease to comply with all applicable laws, whether federal, state, or local, pertaining to LESSEE's use of the Premises.
8. FIRE INSURANCE The LESSEE shall not permit any use of the Premises which will make voidable any insurance on the property of which the Premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the premises.
9. MAINTENANCE OF PREMISES The LESSEE agrees to maintain the Premises in the same condition as they are at the commencement of the term or as they may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the Premises are now in good order and the glass whole. The LESSEE shall not permit the Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the Premises.
10. ALTERATIONS-ADDITIONS The LESSEE shall not make alterations or additions to the Premises, unless the LESSOR consents thereto in writing, which consent may be granted or withheld in LESSOR's sole discretion. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the Premises, or the property of which the Premises are a part, for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any fixtures, alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.
11. ASSIGNMENT-SUBLETTING The LESSEE shall not assign or sublet the whole or any part of the Premises, without LESSOR's prior written consent, which consent may be granted or withheld in LESSOR'S sole discretion. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.
12. SUBORDINATION This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the Premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to subordinate this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

13. LESSOR's ACCESS The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the Premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR may elect to do and may show the Premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the Premises a notice for letting or selling the leased premises or property of which the Premises are a part and keep the same so affixed without hindrance or molestation.
14. INDEMNIFICATION AND LIABILITY The LESSEE hereby indemnifies and holds harmless the Town of West Newbury, and its officers, agents, employees, servants, successors and assigns of and from any and all liability, damages, claims, and causes of action, including but not limited to attorney's fees and costs of litigation, arising out of or in any way related to LESSEE's use of the Premises including, but not by way of limitation, arising out of or related to damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not removing snow and ice from the roof of the building or from the sidewalks and/or walkways bordering or located on the Premises, or by any nuisance made or suffered on the Premises, unless such loss is caused by the gross negligence of the LESSOR. The removal of snow and ice from the roof and the sidewalks and /or walkways bordering or located on the Premises shall be LESSEE's sole responsibility.
15. LESSEE's LIABILITY - INSURANCE The LESSEE shall maintain with respect to the Premises and the property of which the Premises are a part, comprehensive public liability insurance in the amount of at least One Million (\$1,000,000.00) Dollars in the aggregate, with property damage insurance in limits of full replacement cost with respect to LESSEE's personal property, and Bodily Injury and Property Damage coverage in combined single limits of at least One Million (\$1,000,000.00) Dollars in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the Town of West Newbury, its officers, agents, servants, employees, successors and assigns as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter certificates of renewal within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each insured named therein and the Town of West Newbury, its officers, agents, servants, employees, successors and assigns shall be named additional insureds.
16. FIRE CASUALTY- EMINENT DOMAIN Should a substantial portion of the Premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease as LESSEE's sole and exclusive remedy if:
- (a) The LESSOR fails to give written notice within thirty (30) days thereof of its intention to restore the Premises, or
 - (b) The LESSOR fails to restore the Premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty, or taking.
- The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the Premises for any taking by eminent domain, except for damage to the LESSEE's, property, or equipment.

17. DEFAULT AND BANKRUPTCY

In the event that:

- (a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for five (5) days after written notice thereof; or
- (b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall be not corrected within thirty (30) days after written notice thereof; or
- (c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors;

then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might otherwise be available to LESSOR. The LESSEE shall indemnify the LESSOR from and against all loss of rent and costs, including but not limited to reasonable court costs and attorney's fees, which the LESSOR may incur by reason of such termination, for the balance of the original term of this lease. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to court costs and reasonable attorney's fees, in instituting, prosecuting or defending any action or proceeding, such sums paid, costs or obligations incurred, with interest at the rate of ten (10%) per cent per annum, shall be paid to the LESSOR by the LESSEE as additional rent.

18. NOTICE

Any notice from the LESSOR to the LESSEE relating to the Premises or to the occupancy thereof, shall be deemed duly served, if left at the Premises addressed to the LESSEE, or, if mailed to the Premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the Premises or to the occupancy thereof, and all rent payments, shall be deemed duly served or tendered, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, to the LESSOR at:

Town Manager
Town Office Building
381 Main Street
West Newbury, MA 01985

or to such other address as the LESSOR may from time to time designate in writing to the LESSEE.

19. SURRENDER

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the Premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the Premises). LESSEE shall deliver to the LESSOR the Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's

property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sums due hereunder, or to destroy such property.

20. ADDITIONAL PROVISIONS

It is also understood and agreed that:

- 1) those portions of Town Hall not forming a part of the Premises exclusively for the use of LESSEE will be used and occupied for Town purposes, and such use and occupancy shall not be grounds for LESSEE's claims for breach of any covenant of quiet enjoyment, express or implied, or otherwise.
- 2) use of unisex bathroom shall be allowed pursuant to the terms of the attached letter dated May 23, 2008.
- 3) FUEL ESCALATION CLAUSE: During the term of this Lease, LESSEE shall pay as additional rent, any increase over the base price paid by the LESSOR for heating oil for the building. The base price is equal to the unit price for Number 2 Heating Oil stated as the Journal of Commerce, Boston Low Tank Car Price as of July 1, 2023. LESSOR shall calculate the additional rent, if any, on a periodic basis, submit a statement for the sum owed to the LESSOR and such sum shall be paid within twenty days or the first day of the next month, whichever date is later.
- 4) LESSOR shall permit the LESSEE to use the Town Hall facility three times per year for holiday recital and graduation purposes, without charge. LESSEE shall complete a Request for Use of Facilities Form and confirm availability of the Town Hall. LESSEE agrees to leave Town Hall facility in broom clean condition.
- 5) LESSOR agrees to make following improvements to outdoor play area adjunct to the leased premises, including removing grass area, removing gravel path, removing wooden edging, assist with installing engineered wood fibers and LESSEE agrees to purchase engineered wood fibers all as shown on sketch plan attached hereto LESSOR also agrees to repave portion of property as shown on said sketch plan when and if parking lot is repaved.

IN WITNESS WHEREOF, the LESSOR and LESSEE have hereunto set their hands and this _____ day of _____, 2023.

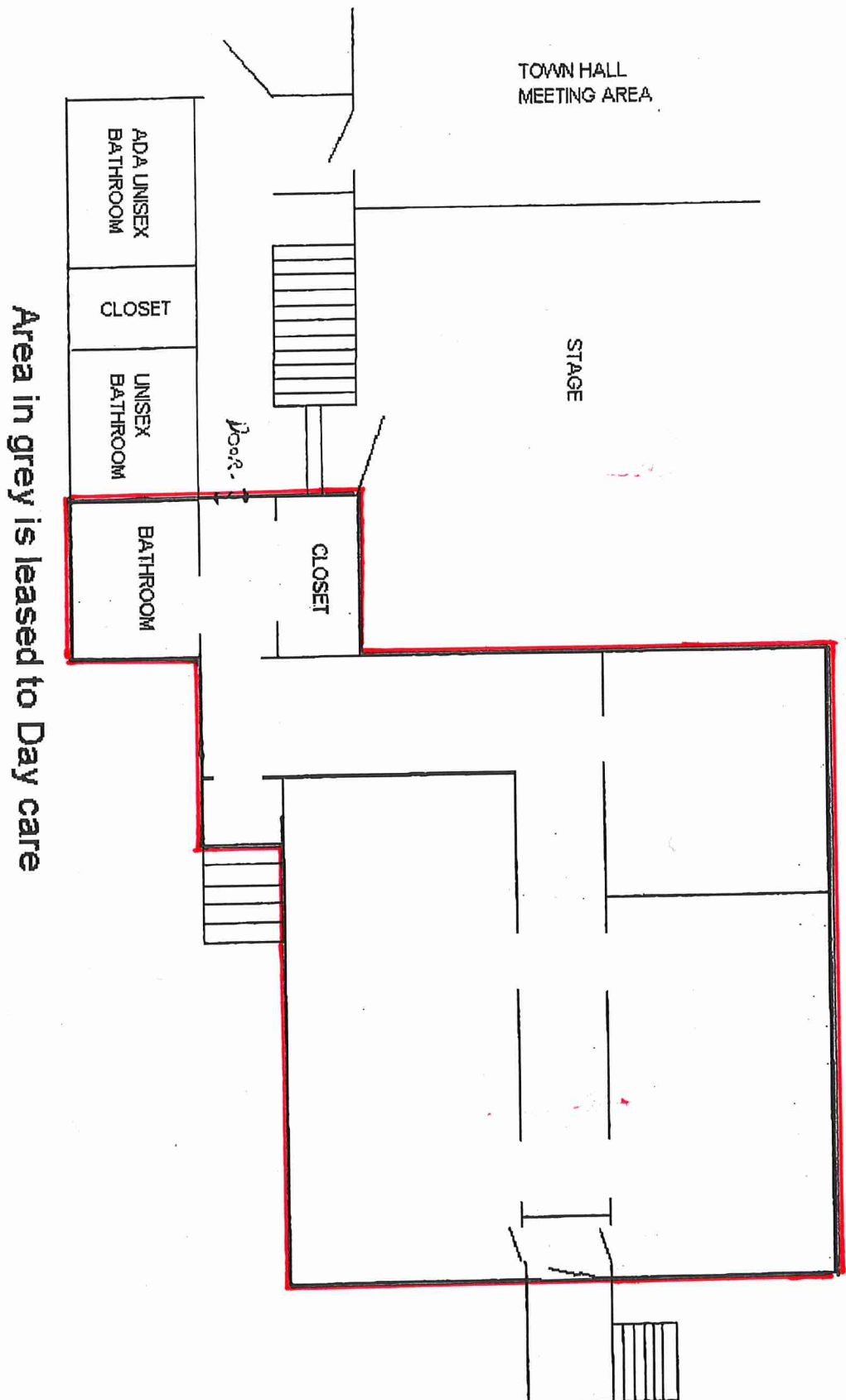
LESSOR
TOWN OF WEST NEWBURY

LESSEE
Kelli J. Webster

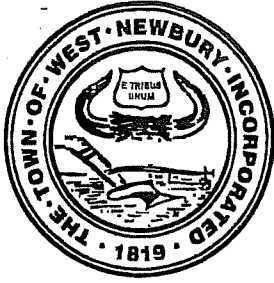
Angus Jennings, Town Manager

Kelli J. Webster

Duly authorized by _____ vote of Select Board on _____, 2023



Area in grey is leased to Day care



**TOWN OF WEST NEWBURY
BOARD OF SELECTMEN**

1910 TOWN OFFICE BUILDING
381 Main Street, West Newbury, Mass. 01985
Phone: 978-363-1100, Ext. 115 Fax: 978-363-1117
selectmen@town.west-newbury.ma.us

May 23, 2008

RECEIVED
JUN 02 2008

BY: *K. Kelly*

Kelli Webster
Learning Tree Preschool
491 Main Street
West Newbury, Massachusetts 01985

Dear Kelli:

We have given serious thought to your request for access to the second bathroom in the Town Hall. Our concerns are extremely important because they are based on the safety of the children and because past use of the building had extended beyond your rental area. This letter will be attached to your lease and will become part of the lease agreement once signed.

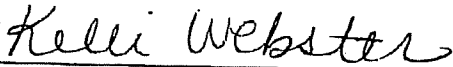
So that you can comply with the State inspector's requirements we have decided to give you a key to the door and access to the second bathroom with the following conditions:

- The locked door is to be unlocked and used only for emergency bathroom use when the other toilet is busy. The door is to be locked after the bathroom is used. Use of the building beyond the door is restricted to the bathroom only. ***Any child beyond that door must be supervised by a staff member at all times.***
- Other use of the building beyond the door, including the stage area, etc., is not allowed except by permission of the Board of Selectmen.
- No space outside the rental area is to be used by the Pre-school for storage.
- Enrollment is to be kept at current levels.
- Any bathroom supplies used by the pre-school must be restocked and the bathroom should be left in clean and orderly condition.
- Use of the exterior door in the hallway is for emergency exit only. All other access doors outside your rental area are not to be used except with permission of the Selectmen.

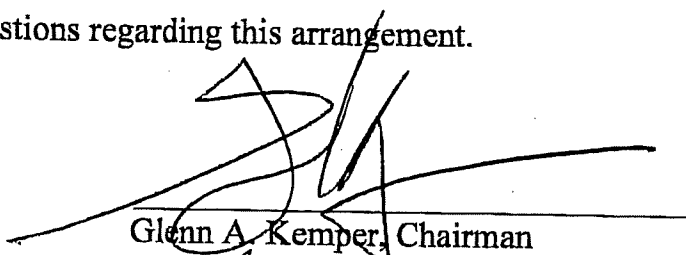

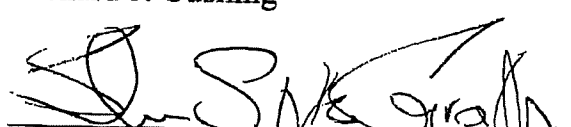
May 23, 2008
Kelli Webster
Page two

We trust that you will abide by these conditions, as the children's safety is the most important issue here. You will take full responsibility when that door is unlocked or in use.

Please let us know if you have any questions regarding this arrangement.



Kelli Webster, Learning Tree
Pre-School


Glenn A. Kemper, Chairman
Richard J. Cushing
John S. McGrath

cc: Gary Bill, DPW Director
Doug Gelina, Buildings and Grounds Foreman



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

I

TO: Select Board
 FROM: Angus Jennings, Town Manager
 DATE: August 18, 2023
 RE: Known / Potential articles for Fall Special Town Meeting

This is a preview of known or potential articles for Fall STM; please understand, this list is my own working draft, and should not be considered complete or conclusive. The Board can consider articles submitted anytime up to the advertised deadline of Thursday, Aug. 31st (or, in fact, until it votes to close the warrant, expected to take place at the Board meeting on Tuesday, Sept. 5th). Please also understand that when I refer to “known” articles it means that I know they’ll be proposed – not that they’ll necessarily be included on the warrant (which will be up to the Board).

Issue	Proponent
Known Article Proposals	
Adopt MGL Ch. 59 Sec. 21A regarding certification stipends to Assessors	Town Manager
Allocation of funds into Retirement Stabilization Fund	Finance Committee
Amendment to Accessory Dwelling Unit (ADU) Bylaw	Planning Board
Assessing Revaluation consultant support costs	Board of Assessors
Establish Special Stabilization Fund to deposit opioid settlement payments	Town Manager / Town Accountant
Establishment of Council on Aging Revolving Fund	COA Director / COA
Funds for 911 audio recording equipment (historically, but no longer, funded by State 911)	Chief Dwyer
Funds for Whittier School special election	Town Clerk
Prior fiscal year unpaid bills	Town Accountant
Repeal Short Term Rental Bylaw	Select Board
Water: reduction of FY24 budget; and/or authorization of transfer from Retained Earnings to balance FY24 budget	BOWC
Potential Article Proposals	
Amendment to FY24 Essex Ag ed budget	Town Manager (if needed)
Funds for invasive species management and/or invasive species intern/steward program, for early summer 2024	Conservation Agent / OSC
Funds for water testing at 31 Dole Place and/or other locations	Select Board / BOWC (potential)
Page School 3D interior scan	?
Radar traffic trailer	Chief Dwyer / Select Board (potential)
Revise or repeal Personnel Committee Bylaw	?
The West Newbury Empower Act: A petition to lower the voting age in town elections	Citizen petition (potential)

This is offered solely as a preview. It is not the intent of the 8/21 Board meeting to get into substantive discussion/deliberation of these specific items. A draft calendar with key dates is attached.

Key Dates/Milestones – Fall 2023 Special Town Meeting – DISCUSSION DRAFT

Thurs., Aug 31 Deadline for receipt of proposed articles (to Town Clerk)

Tues., Sept 5 Select Board vote to close warrant

SEPT (DATES TBD) FinCom article review

(Note: following the 8/21 Select Board mtg, including discussion of whether the SB and FinCom may hold joint meetings to consider proposed warrant articles, the FinCom will establish a schedule of meeting dates in September).

Mon., Sept 18 Select Board review of draft language for articles; refer for Town Counsel review

Thurs., Sept 21 Cont'd CPC review of proposed CPA-funded article(s) (if needed)

By Fri., Oct 6 Finalize and distribute FinCom booklet

By Fri., Oct 6 Post Warrant

Mon., Oct 16 Joint meeting – Select Board, Moderator, FinCom, Town Manager, Town Counsel, Town Clerk; finalize Motions

Mon. Oct 23 Special Town Meeting

By Wedn., Nov 1 Submittal of proposed updated draft Capital Improvements Program (for FY25+)

Mon., Nov 27 FY24 Tax Classification Hearing (with Board of Assessors)

By late Nov/early Dec Select Board approval of FY25 Budget policy direction

By early/mid Dec Town Manager distribute FY25 budget policy direction and calendar

Source: Angus Jennings, Town Manager, 8/18/23



Town of West Newbury

381 Main Street

West Newbury, Massachusetts 01985

Angus Jennings, Town Manager

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

townmanager@wnewbury.org

TO: Select Board

FROM: Angus Jennings, Town Manager

DATE: August 18, 2023

RE: Scheduling coordinated planning forum, or separate tracks for separate projects

Due to the number of major ongoing planning initiatives, I have discussed with staff (at our biweekly Planning & Land Management “huddles”) the potential to hold a major public event in the fall (working date, Thurs., Oct. 5th) in order to create a “critical mass” to attract as many residents as we can; and to illustrate the interrelationships between some of the ongoing initiatives (such as housing / zoning planning, Route 113 corridor / pedestrian safety planning, water system study / planning).

Although we recognize the level of effort that would be needed to accomplish this, the idea has gained some traction at the staff level. We see as an alternative the traditional approach of each major project proceeding on its own track to gain public input, but given the number, scale and scope of initiatives, we’re concerned that proceeding with all major projects in parallel could lead to fatigue (from staff, BCC members, and residents), and result in lower attendance at some or all events.

The attached is a preliminary working draft of a format that could work for a coordinated public event. At Monday’s Board meeting, I’ll be looking to gain agreement as to whether to proceed toward this type of event – in which case we’ll want to get a “Save the Date” circulated soon – or whether to instead plan the public input processes for the various major ongoing initiatives in parallel.

Highlighted Projects – DRAFT

Type	Name	Presenter
• Housing	(MBTA) Housing Opportunities Initiative	Consultant (Dodson & Flinker)
• Transportation	Route 113 Corridor Improvement Study	Consultant (TEC)
• Resiliency	River Road Resiliency Planning	Consultant (or CCRC/staff)

Each to have a 15-20 min presentation with Q&A

- Presentation – take-a-way summary document?
- Station with Feedback mechanism??
- Project webpage

Other Projects

Water: Water Modeling/Expense Study, potential Land Acquisition for Water Source

Housing: HPP Update, AHT programs (existing and underway), ADU Bylaw

Facilities/Services: Page School Conditions Assessment, Solar Facilities site feasibility study

Environmental: Potential new Wetlands Bylaw (spring 2024), Hazard Mitigation Plan Update, Land Acquisitions (Sawmill Brook, Artichoke River Woods, Coffin Street)

Each or some to have:

Boards, maps, visuals on easels or dividers.

Project summary: name, purpose/scope, timeline, project manager, who's involved

Public Input mechanism

Possible general land management and planning board – goals, questions etc.

Outreach

- Email blasts
- News article
- Posters
- Mailing
- Announcements at Board and Committee meetings

Town Manager

From: Chris Wile
Sent: Friday, August 11, 2023 9:10 PM
To: Town Manager; Wendy Reed
Subject: Agenda item request

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Hi Angus and Wendy

I hope that this is the appropriate method to request an item to be placed on the agenda and that I do not violate any open meeting law regulations. If I do, please let me know.

I am very frustrated that the Select Board members are somehow prohibited from any conversation outside of a posted public meeting. It seems to me that we should, in some way, be able to exchange thoughts without violating the open meeting laws.

Our own Massachusetts legislature is allowed to meet behind closed doors, yet we cannot discuss our local issues with each other outside of our posted meetings, which have full agendas. Simply insane!!!

So, are we allowed to have say a biweekly gathering in a public place, town hall, maybe on Saturday mornings, for open discussion, without deliberation and voting? Public welcome as well and open discussion on any issue? How do we get this issue onto the agenda for discussion?

Thank
Chris

Get [Outlook for iOS](#)

MEMORANDUM

To: Select Board, Town Manager
 From: Wendy Reed
 Re: Town Manager Project/Initiatives Priority Rankings
 Date: August 4, 2023

The individual rankings received from Select Board members are compiled on pages 5 – 7. This is still a draft so if on reviewing or after discussion Monday night you’d like to change/add your ranking, the table can be updated. The combined rankings that follow were determined by:

1. Assigning a point value to timeframe (A=1, B=2) and averaging SB members ranking
 - a. FY24 indicates all SB members in agreement on A
 - b. FY24/FY25 indicates partial agreement between A and B
 - c. FY25 indicates all SB in agreement on B
2. Averaging point value of priority (1, 2 or 3)
3. Sorting combined rankings by timeframe point value and then priority.

The following legend applies to both tables:

Legend		
Project Rankings		Project Completion Status
A	FY24	Complete
B	FY25 and later	Underway
1	Vital	Not Underway (at all; or in a meaningful way)
2	Important	
3	Optional	



Town Manager Project/Initiative Priority Ranking

Combined Select Board Rankings – July 2023		
Town Manager Projects/Initiatives	Timeframe	Priority
Peer Review: Dole Place cost estimates; permitting/design review (\$)	FY24	1.0
Water financial plan	FY24	1.0
Water hydraulic plan (\$)	FY24	1.0
Water Rate Study (\$)	FY24	1.0
MOU with Newburyport: Water	FY24	1.3
Page School Conditions Assessment (\$)	FY24	1.3
Realistic/sustainable water capital program/plan	FY24	1.3
Restructure DPW; figure out FY24 expense and FY25 budget implications	FY24	1.3
Form of Government: Review Town Manager legislation; begin process to consider potential amendments to improve efficiency and effectiveness. Consider establishment of Charter Committee or Commission.	FY24	1.7
Page School lintels evaluation (\$)	FY24	1.7
Emerald Ash Borer: treatments / tracking (\$)	FY24	2.0
Expand/empower “Land Agent” role with BCCs	FY24	2.0
Remote Work (personnel policy)	FY24	2.0
Solar: feasibility study of Town-owned parcels (\$)	FY24	2.0
Stabilization Fund: refine account structure to distinguish Capital Stabilization from regular Stabilization funds	FY24	2.0
Summer Rec Program	FY24	2.0
Town Hall Restoration (painting) (\$)	FY24	2.0
Investment Manager procurement process	FY24	2.5
Acquire site for new public water source	FY24/FY25	1.0
Replace phone systems: Town Offices and Public Safety (\$)	FY24/FY25	1.3
Adopt financial policies: Employee Reimbursement, Procurement, Procurement Conflict-of-Interest (priority 1)	FY24/FY25	1.7
Adopt financial policies: Grant Management; Overlay; Reconciliations; Revenue Turnover; Tailings; Tax Recapitulation; and Year-End Closing (priority 2)	FY24/FY25	1.7
HVAC equipment upgrades: Annex/COA (\$)	FY24/FY25	1.7
Identify and apply for grants: Middle Street Bridge	FY24/FY25	1.7
MBTA Communities planning/zoning (\$)	FY24/FY25	1.7
MOU with Newburyport: Middle Street Bridge	FY24/FY25	1.7
Road paving IFB	FY24/FY25	1.7
Wage/Classification study (cont’d implementation: job desc.; perf. evals)	FY24/FY25	1.7
Ash Street management plan	FY24/FY25	2.0
Build multi-year budget forecasting tool	FY24/FY25	2.0
Hazard Mitigation Plan updates	FY24/FY25	2.0
Housing Production Plan updates (\$)	FY24/FY25	2.0
Zoning amendments: ADUs	FY24/FY25	2.0
Capital Bylaw: revise for consistency with policy	FY24/FY25	2.3



Town Manager Project/Initiative Priority Ranking

Combined Select Board Rankings – July 2023		
Town Manager Projects/Initiatives	Timeframe	Priority
Coffin Street land acquisition (establish parking, access) (\$)	FY24/FY25	2.3
Hearing Room improvements, cont'd (\$)	FY24/FY25	2.3
New resident info/welcome package	FY24/FY25	3.0
Establish reliable accrual tracking process in payroll software	FY24/FY25	1.0
Self-evaluation of pay practices (MGL Ch. 149)	FY24/FY25	1.5
Expand/broaden GIS user group	FY24/FY25	2.0
Invasive Species (permitting, contractor management) (\$)	FY24/FY25	2.0
Stormwater/culvert mapping/engineering (beyond River Rd)	FY24/FY25	2.0
Surface Water Protection Bylaw (within MOU with Newburyport)	FY24/FY25	2.0
Invasive Species intern program (\$)	FY24/FY25	2.5
Building security/access protocols	FY24/FY25	1.7
Improve structure/utilization of network servers, records management in Town Offices	FY24/FY25	1.7
Review EMA dept. structure/function	FY24/FY25	1.7
Review/update employee classifications/grades	FY24/FY25	1.7
River Road resiliency: engineering study	FY24/FY25	1.7
Advance consideration of regionalization	FY24/FY25	2.0
Cable License Agreement renewal, Verizon (2026)	FY24/FY25	2.0
GAR Library: implementation of 5-year strategic plan	FY24/FY25	2.0
Page/Pipestave crossing (25% design)	FY24/FY25	2.0
Pentucket Regional Agreement: review/update	FY24/FY25	2.0
Route 113 Corridor Plan / TIP (\$)	FY24/FY25	2.0
Sawmill Brook land acquisition; incl. LAND grant; land management plan (\$)	FY24/FY25	2.0
Soldiers & Sailors Building: resolve public plan, whether by authorizing disposition to a third party (subject to historic preservation restriction) or otherwise	FY24/FY25	2.0
Propose new Wetlands Bylaw	FY24/FY25	2.3
Town Center traffic calming (\$50k earmark) (\$)	FY24/FY25	2.3
Mowing: Town-wide fields management/mowing plan	FY24/FY25	2.3
LED streetlight conversion	FY24/FY25	2.7
Parks/Rec capital planning	FY24/FY25	2.7
Relocate public safety equipment from Parks/ Rec bldg.; propose bldg. demo (\$)	FY24/FY25	2.7
Update 2001 Committee Handbook	FY24/FY25	2.7
Special Legislation: Select Board name	FY24/FY25	3.0
Improvements recommended in ADA facilities audit, cont'd (\$)	FY25	1.5
New/Updated Comp Master Plan	FY25	1.7
Establish COA Revolving Fund	FY25	2.0
Evaluate applicability, administration of Scenic Roads Bylaw	FY25	2.0



Town Manager Project/Initiative Priority Ranking

Combined Select Board Rankings – July 2023		
Town Manager Projects/Initiatives	Timeframe	Priority
Fire Dept operational/asset structure review (incl. improve daytime coverage/ops)	FY25	2.0
Pipestave/Dunn access/parking/circulation/management plan	FY25	2.0
Potential land disposition for housing	FY25	2.0
River Road boat launch	FY25	2.0
Secure “Complete Streets” community designation	FY25	2.0
Sustainable long-term plan for cemeteries O&M, capacity	FY25	2.0
Zoning amendments: wireless comm facilities	FY25	2.0
Artichoke River Woods land acquisition (establish parking, access)	FY25	2.3
Establish public access to Merrimack River	FY25	2.3
Parks/Rec O&M plans	FY25	2.3
Mill Pond All Access trail (with or without broader reorientation plan) (\$)	FY25	2.5
Pursue “Housing Choice” community designation	FY25	2.5
Whetstone Greenway (\$)	FY25	2.5
Edits/Updates to Mill Pond Management Plan	FY25	2.7
Way to the River: vehicle access questions	FY25	2.7
Potential Mooring Field	FY25	3.0

Legend		
Project Rankings		Project Completion Status
A	FY24	Complete
B	FY25 and later	Underway
1	Vital	Not Underway (at all; or in a meaningful way)
2	Important	
3	Optional	



Town Manager Project/Initiative Priority Ranking

TOWN MANAGER PROJECTS / INITIATIVES			
Select Board Member Priorities – July 2023			
WR	RP	CW	Project/Initiative
A1	A1	B1	Acquire site for new public water source
A2	A1	B2	Adopt financial policies: Employee Reimbursement, Procurement, Procurement Conflict-of-Interest (priority 1)
B2	A1	A2	Adopt financial policies: Grant Management; Overlay; Reconciliations; Revenue Turnover; Tailings; Tax Recapitulation; and Year-End Closing (priority 2)
B2	A1	B3	Advance consideration of regionalization
B2	B2	B3	Artichoke River Woods land acquisition (establish parking, access)
A2	A2	B2	Ash Street management plan
B2	A2	A2	Build multi-year budget forecasting tool
A2	B1	B2	Building security/access protocols
A2	B1	B3	Cable License Agreement renewal, Verizon (2026)
A3	A2	B2	Capital Bylaw: revise for consistency with policy
A2	A2	B3	Coffin Street land acquisition (establish parking, access) (\$)
B3	B2	B3	Edits/Updates to Mill Pond Management Plan
A2	A1	A3	Emerald Ash Borer: treatments / tracking (\$)
B2	B2	B2	Establish COA Revolving Fund
B2	B2	B3	Establish public access to Merrimack River
B1	A1		Establish reliable accrual tracking process in payroll software
B2	B2		Evaluate applicability, administration of Scenic Roads Bylaw
B2	A2		Expand/broaden GIS user group
A2	A2		Expand/empower “Land Agent” role with BCCs
B2	B2		Fire Dept operational/asset structure review (incl. improve daytime coverage/ops)
A2	A2	A1	Form of Government: Review Town Manager legislation; begin process to consider potential amendments to improve efficiency and effectiveness. Consider establishment of Charter Committee or Commission.
B2	A2	B2	GAR Library: implementation of 5-year strategic plan
A2	A1	B3	Hazard Mitigation Plan updates
A2	A3	B2	Hearing Room improvements, cont’d (\$)
A2	A2	B2	Housing Production Plan updates (\$)
B2	A1	A2	HVAC equipment upgrades: Annex/COA (\$)
B2	A1	A2	Identify and apply for grants: Middle Street Bridge
B2	A1	B2	Improve structure/utilization of network servers, records management in Town Offices
B2	B1		Improvements recommended in ADA facilities audit, cont’d (\$)
B2	A2		Invasive Species (permitting, contractor management) (\$)
B3	A2		Invasive Species intern program (\$)
A3	A2		Investment Manager procurement process



Town Manager Project/Initiative Priority Ranking

TOWN MANAGER PROJECTS / INITIATIVES			
Select Board Member Priorities – July 2023			
WR	RP	CW	Project/Initiative
B3	A2	B3	LED streetlight conversion
A2	A1	B2	MBTA Communities planning/zoning (\$)
B3	B2		Mill Pond All Access trail (with or without broader reorientation plan) (\$)
B2	A1	A2	MOU with Newburyport: Middle Street Bridge
A1	A1	A2	MOU with Newburyport: Water
A3	A3	B3	New resident info/welcome package
B2	B1	B2	New/Updated Comp Master Plan
A2	A1	A1	Page School Conditions Assessment (\$)
A2	A2	A1	Page School lintels evaluation (\$)
B2	A2	B2	Page/Pipestave crossing (25% design)
B3	A2	B3	Parks/Rec capital planning
B2	B2	B3	Parks/Rec O&M plans
A1	A1	A1	Peer Review: Dole Place cost estimates; permitting/design review (\$)
B2	B2	A2	Pentucket Regional Agreement: review/update
B2	B2	B2	Pipestave/Dunn access/parking/circulation/management plan
B2	B2	B2	Potential land disposition for housing
B3	B3	B3	Potential Mooring Field
A2	B2	B3	Propose new Wetlands Bylaw
B3	B2		Pursue “Housing Choice” community designation
A1	A1	A2	Realistic/sustainable water capital program/plan
B3	A2	B3	Relocate public safety equipment from Parks & Rec bldg.; propose bldg. demo (\$)
A2	A2	A2	Remote Work (personnel policy)
A2	A1	B1	Replace phone systems: Town Offices and Public Safety (\$)
A1	A1	A2	Restructure DPW; figure out FY24 expense and FY25 budget implications
A2	B1	B2	Review EMA dept. structure/function
B2	A1	B2	Review/update employee classifications/grades
B2	B1	B3	River Road boat launch
B2	A1	B2	River Road resiliency: engineering study
A2	A1	B2	Road paving IFB
B2	A2	B2	Route 113 Corridor Plan / TIP (\$)
B2	A2	B2	Sawmill Brook land acquisition; incl. LAND grant; land management plan (\$)
	B2		Secure “Complete Streets” community designation
A2	B1		Self-evaluation of pay practices (MGL Ch. 149)
A2	A2		Solar: feasibility study of Town-owned parcels (\$)
B2	B2	A2	Soldiers & Sailors Building: resolve public plan, whether by authorizing disposition to a third party (subject to historic preservation restriction) or otherwise



Town Manager Project/Initiative Priority Ranking

TOWN MANAGER PROJECTS / INITIATIVES			
Select Board Member Priorities – July 2023			
WR	RP	CW	Project/Initiative
B3	A3	B3	Special Legislation: Select Board name
A2	A2	A2	Stabilization Fund: refine account structure to distinguish Capital Stabilization from regular Stabilization funds
A2	B2		Stormwater/culvert mapping/engineering (beyond River Rd)
A2	A2		Summer Rec Program
B2	A2		Surface Water Protection Bylaw (within MOU with Newburyport)
B2	B2		Sustainable long-term plan for cemeteries O&M, capacity
B3	A2	B2	Town Center traffic calming (\$50k earmark) (\$)
Comp	A2	Done	Town Hall Restoration (painting) (\$)
B2	A2	B3	Mowing: Town-wide fields management/mowing plan
B3	A3	B2	Update 2001 Committee Handbook
A2	A1	B2	Wage/Classification study (cont'd implementation: job desc.; perf. evals)
A1	A1	A1	Water financial plan
A1	A1	A1	Water hydraulic plan (\$)
A1	A1	A1	Water Rate Study (\$)
B3	B2	B3	Way to the River: vehicle access questions
B3	B2		Whetstone Greenway (\$)
A2	B2	A2	Zoning amendments: ADUs
B2	B2		Zoning amendments: wireless comm facilities

Legend		
Project Rankings		Project Completion Status
A	FY24	Complete
B	FY25 and later	Underway
1	Vital	Not Underway (at all; or in a meaningful way)
2	Important	
3	Optional	

Appointed BCC	Date Sent to BCC	Date for SB Meeting	SB Liaison
Affordable Housing Trust	8/7/23		Wendy Reed
Board of Fire Engineers			
Cable Advisory Committee	7/26/23		
Capital Improvements Committee	8/10/23		Rick Parker
Climate Change Resiliency Committee	8/9/23		Rick Parker
Community Preservation Committee	7/18/23	8/7/23	Wendy Reed
Conservation Commission	7/19/23	8/7/23	Rick Parker
Council on Aging	8/9/23		
Cultural Council	8/10/23		
Energy & Sustainability Committee	8/9/23		Rick Parker
Finance Committee	7/12/23	9/5/23	Chris Wile
Harbor Committee	7/19/23	7/24/23	
Historic District Commission	8/9/23		
Historical Commission	8/9/23		
Investment Policy Committee	7/19/23	8/21/23	Chris Wile
Mill Pond Committee	8/9/23		
Open Space Committee	8/8/23		
Personnel Advisory Committee	-	7/24/23	
River Access Committee	?		
Tree Committee	8/8/23		
Whittier School Committee			
Zoning Board of Appeals			
Elected BCC			
Board of Health			
Board of Library Trustees			
Board of Water Commissioners			
Parks and Rec Commission			
Planning Board			

August 17, 2023



**Town of West Newbury
Select Board
Monday, July 17, 2023 @ 6:00pm
381 Main Street, Town Office Building
www.wnewbury.org
Meeting Minutes**

Open Session: Chairwoman Reed opened the session at 6:04pm.

Participation at the Meeting:

- Rick Parker, Wendy Reed, Chris Wile- Select Board
- Angus Jennings- Town Manager
- Rob Phillips- Finance Committee

Announcements:

No announcements were read aloud, but included on the Meeting Agenda.

Regular Business

- A. Presentation regarding ongoing/active projects/initiatives, discussion of priorities- Angus Jennings, Town Manager** (See Select Board packet for Monday, July 17, 2023 for accompanying slideshow). Jennings used the opportunity of the Select Board meeting to go over various priorities that could be followed up on at a future meeting. “Doing things right, not cutting corners” was the main message of Jennings’ introduction, as the Town government tries to work in its decentralized fashion on a backlog of projects with new items needing addressing piling up all the time. The presentation the Manager provided covered how he proposed time management in a format that lumped priorities into three categories: “unplanned/crisis”, “value added”, and “baseline services” based on his experiences implementing this sort of structure in Westford, Massachusetts. Jennings reflected that West Newbury’s municipal employees were operating on robust, up-to-date job descriptions. Despite this, he stated that based on evidence, some Town offices were stretched thin based on the amount of work expected of them. Jennings unveiled the Project Management Matrix which laid out which projects which employees were responsible for, what the category of the project was, what the timeline was, and other metrics, to provide an at-a-glance reference for all Town Offices to consult.

Looking over the list of projects, Reed wondered what projects in the backlog over the last few years had been completed- had any progress been made? Jennings stated that such progress had occurred. The Project Matrix would enable Town employees to be assigned to and find their priorities quicker, and to stay on target with them. Jennings reflected on how working groups were functioning currently and his involvement in them, and later explained how the Matrix system would work in practice. He reiterated his support for having a Select Board Member as a liaison to each Board, Committee, and Commission.

Wile stated he hoped (for the Town Manager’s sake/sanity) that he would delegate to trusted members of his team more. Parker and Wile discussed the value of having a sit-down group discussion to fully understand each of the projects being considered for priority ranking, so as to better determine their opinion on the priority for each project. Jennings stated he felt that collaboration on establishing priorities would be a good idea, and the group hashed out the efficacy of this method and how long it might take to do in a one-day retreat. The Board determined that they would chip away at identifying the priorities prior to a group meeting before Labor Day. **No motion was made at this time.**

Reed motioned to enter Executive Session. Parker seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain). The Board entered Executive Session.

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

<https://www.youtube.com/watch?v=poz7GYSZH08>



**Town of West Newbury
Select Board
Monday, July 24, 2023 @ 7:00pm
381 Main Street, Town Office Building
www.wnewbury.org
Meeting Minutes**

Open Session: Chairwoman Reed opened the session at 7:06pm.

Participation at the Meeting:

- Wendy Reed, Chris Wile- Select Board
- Rick Parker- Select Board, via Zoom
- Angus Jennings- Town Manager
- Jim Blatchford- Town Clerk
- Michael Dwyer- West Newbury Fire and Police Chief
- Rob Phillips- Finance Committee Representative
- Fred Chanania, Tree Committee Representative
- Ron Ross- EEDDVS Representative
- Haley McCraven- Applicant for appointment to the Conservation Committee, via Zoom
- Alejandra Chandler- Applicant for appointment to the Conservation Committee
- Vanessa- Greenbelt Representative
- Mark- Owner of 31 Dole Place land

Announcements:

- This meeting is being broadcast on local cable TV and recorded for rebroadcast on the local cable channels and on the internet. Meeting also accessible by remote participation; instructions below.
- 2023 Summer Bandstand Concert Series – Thursdays at 6:30pm – list of performers located on Town website
- Call for volunteers! FY24 positions on Boards/Commissions/Committees. See www.wnewbury.org/volunteer
- Reminder to subscribe for emailed Town agendas/news/announcements at www.wnewbury.org/subscribe

Regular Business

A. Update regarding Eastern Essex District Department of Veterans' Services – Ron Ross, West Newbury Representative

(See Exhibit A). Ross announced that the Veterans' Services Director Karen Tyler was leaving her post 7/31/2023. He provided additional information on how the Services would be maintained and staffing changes in the near future until a replacement for Tyler would be brought on. Jennings stated that the Town Offices would promote the job listing when it was available. **No motion was made at this time.**

B. Requests for appointment to Conservation Commission

a. Haley McCraven

(See Exhibit B.a.) McCraven presented her credentials and background to the Board, Manager, and Clerk, and why she was interested in participating in conservation work in West Newbury. Chris Wile stated he would endorse the appointment, but felt that she would be a good potential member of the Finance Committee, as well. Reed asked if McCraven had any issues before the Commission.

b. Alejandra Chandler

(See Exhibit B.b.) Chandler presented her credentials and background to the Board, Manager, and Clerk, and why she was interested in joining the Commission (largely stemming from her prior participation on the Conservation Committee for the Town of Merrimac).

The Board asked McCraven if she would be open to joining the Finance Committee if not selected for Conservation Commission. McCraven asked for more details about the work to be done on the Committee, and Phillips and Wile provided further information. McCraven stated she wanted more information about the role before accepting any appointment to the Committee.

Wile motioned to appoint Chandler to the Commission. Reed seconded. The motion unanimously passed (3 Yes, 0 No, 0 Abstain).

C. Request for authorization to pursue Edward J. Byrne Memorial Justice Assistance Grant to support costs to replace aging computers in police cruisers – Police Chief Dwyer

(See Exhibit C). Dwyer informed the Board that this tech upgrade grant would replace computers in all cruisers, to offset costs incurred by the Town of West Newbury in purchasing the items. Wile asked if the costs included software or other expenses, and Dwyer responded that the costs would include everything upfront from installation to software. **Wile motioned to authorize pursuing the grant for the upgrade in conjunction with the Town Manager's Office. Parker seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**

D. Request for authorization to pursue Office of Grants and Research Grant to support costs to purchase body cams – Police Chief Dwyer

(See Exhibit D). Chief Dwyer explained the Department was hoping to partner with the Town Manager's office to pursue both grants- for body cameras and technology upgrades. Dwyer stated the Department would also need to replace their Tasers, and it might be possible to get a package deal from the manufacturer of the cameras and the Tasers. Dwyer stated with regard to the infrastructure, they were examining the costs of local digital storage or cloud-based storage. Reed asked if the bodycams were mandated by law, and the Chief responded that "the [State] would like to get to that point" but it would stretch the Department's resources. Not every officer would be equipped the cameras at any given time, but nonetheless Dwyer raised concerns about the storage of the videos. Parker asked how long the Police Department would be required to hold onto the data. Dwyer responded that the grant would require a plan to develop and manage a retention schedule, within the constraints of the law. Wile asked what the Town's financial obligation for the cameras going forward would be, and Dwyer said that replacement costs and storage costs would need to be analyzed, and could not at that time offer Wile the exact number. Wile confirmed that the officer's union would not be a major player in the usage and procurement of the cameras. The grant could be applied for but would require sign-off at Fall Town Meeting in order to raise the funds (for reimbursement from the grant). Parker reflected on the high cost of the cameras when this issue had previously been discussed some years back, and Dwyer said that the prices had come down to some degree and that they would be cross-shopping vendors just to be sure the Town was getting the best deal. **Wile motioned to authorize pursuing the grant for the bodycams in conjunction with the Town Manager's Office. Reed seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**

E. Follow-up re EAB tree injection program – Fred Chanania, Tree Committee Chair

The Town Manager offered a brief history of the program to date, stating that the company doing the work had charged far below what Town Meeting had authorized for the injections of the ash trees. Fred Chanania of the Tree Committee proposed using the balance of the funds to conduct monitoring of the efficacy. The follow-up assessment would take place in early October, according to Chanania, and it would determine which trees should receive additional injections next year with the balance of the Town Meeting funds, and which trees were a lost cause. The expense, according to Chanania, could possibly even be less than before, with the benefit of re-bidding the job, and much of the legwork already done in IDing the trees and having them tagged and mapped. The group debated if the continued activities would be outside of the scope of the Town Meeting article that brought in the funding, and whether it should be reintroduced at Town Meeting to largely make voters aware of the funding situation, with Reed feeling that it was and Chanania, Wile, and Jennings feeling that it might not be. **No motion was made at this time.**

F. Request from Essex County Greenbelt for authorization to conduct fundraising activities and install temporary sign at Pipestave/Mill Pond in support of proposed Sawmill Brook land acquisition

(See Exhibit F). In a two-fold request, the Greenbelt representative wanted to utilize heavily-trafficked Town-owned areas and events to raise awareness through information stations and signage to promote fundraising efforts for purchase of local land. The Board considered the temporary signage separate from the fundraising activities. Reed outlined the temporary sign guidelines to the representative, and asked what the signs would look like and where they would go specifically. The representative explained as best she could, and confirmed the process of getting approval for the signs. **The Board tabled a decision on the signage to their August 7th meeting.** With regard to fundraising activities and information, Reed was apprehensive about setting the precedent. Parker felt that the approval of this activity would benefit the Town, who were actively partnering with Greenbelt to conserve the land, and furthermore that in that case the use of Town space would be justified. He furthermore felt that it would not cause future problems with non-Town affiliated or commercial entities. The representative did not know where the stations would be set up, and suggested they would follow Town guidance on that front. Reed asked the representative to supply times and locations for the August 7th meeting. **No motion was made at this time.**

G. Continued review of draft Elliot Fund program summary and loan application

(See Exhibit G). The Board continued their previous discussion on the Fund, particularly with regard to the use of loans or grants with regard to disbursing the money. Wile suggested that it be at the Select Board's discretion, and Parker agreed. The Board nailed down the age and residency requirements for applicants- Reed stated that the Housing Trust was using a three-year requirement for access to their

small grant program. Parker preferred a year as the requirement. It was determined that the applicant was to be 18 years old, and a resident of at least one year. The discussion ranged through several topics, including on what language might be used with regard to the flexibility of the loans. **The Board tabled this Item to a future meeting.**

H. Select Board review of Committees' charge / function

a. Personnel Advisory Committee

(See Exhibit H.a.) Jennings provided a history of the Committee to the Board including his involvement therein. He felt that the Select Board served the function of the Committee under the Town Manager form of government, perhaps outmoding the Committee. Jennings thought it would be good to have a separate body to hear grievances- but suggested that an overhaul of the 1999 Personnel Bylaw should be undertaken in the near future to better reflect the Town Manager form of government. The group agreed to bring the matter before Town Meeting to nail down the purpose and future of the Committee. **No motion was made at this time.**

b. Harbor Committee

(See Exhibit H.b.) Reed pointed out that the Committee's functions were mainly devoted to the role of the Harbormaster. Jennings provided insight on the history of the Committee, the reasons for its establishment, after Reed read out the scope of the Committee. Jennings said over his tenure that the Committee had only met eight or nine times, much of it focusing on mooring fields, but other than a feasibility study for this, nothing had been accomplished. Other activities the Committee had looked into was stiffening enforcement of laws governing use of waterways. The group also discussed utilizing the Harbormaster in Salisbury for West Newbury enforcement duties. Like with the Personnel Advisory Committee, the Board determined that the functions and activities of the Harbor Committee should be fleshed out at Town Meeting, but vowed to explore using the Salisbury Harbormaster for enforcement activities. **No motion was made at this time.**

I. Set warrant closing date for Special Town Meeting to be held on October 23, 2023

Parker motioned that the last day to submit STM Articles would be at close of business, Thursday, August 31st, 2023. Wile seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).

Town Manager Updates

J. Progress update regarding Tata & Howard water hydraulic plan/capital plan/rate study; and Weston & Sampson engineering study of 31 Dole Place

Jennings recapped what he told the Select Board at their most recent prior meeting regarding the success of the site visit with Weston and Sampson, and what next steps were going to be. Things were "off to a good start", in Jennings' words. Tata and Howard have yet to submit a rate study to the Town despite its criticality to the project and the ability to predict future financial loads on the town. Reed pointed out that this delay was breach of contract. Jennings stated he wasn't sure how the Water Commission felt about the delays, but that he has repeatedly followed up with the Water Commissioners to determine a timeline. There have been extenuating factors contributing to the delays, such as the death of a Tata and Howard engineer, but the Board discussed how best to reiterate in firm terms their desire for the delivery of the study. The group discussed the potential impacts of not knowing the budgetary needs of the Water Department and Commissioners both last year and potentially in the future. Wile suggested that it might be time to terminate the contract with Tata and Howard. Reed said she would draft a memo to send to the contractors in conjunction with the Commissioners. The owner of the land at 31 Dole Place, sitting in at the meeting, chimed in to discredit a damning article in the *Daily News* about the history of the Dole Place negotiations, and a spirited back and forth between Board and owner took place on the negotiations and the process of purchase as a whole, the owner feeling that he was being lowballed by the Town's offers to date. **No motion was made at this time.**

K. Ash Street updates

Jennings updated the Board on the search for any documentation related to Ash Street paving and conservation efforts. Initial discussions with the Dept. of Fish and Wildlife had yielded next steps, Jennings stating that an inventory of Blandings turtles would be undertaken each week to appraise the situation (taking into account other animal fatalities as well). Other meetings with State agencies both on- and off-site were scheduled to continue determining the parameters the Town has to operate within. The DPW and WNPD are in the process of determining appropriate enhanced signage. **No motion was made at this time.**

L. Update regarding MassWorks grant for Middle Street Bridge

(See Exhibit L). The Town has not received an extension of the MassWorks Grant previously offered to West Newbury. Wile expressed his frustration with the bridge replacement and its prohibitive expense- urging the Town to look into alternative arrangements (repair v. replacement). **No motion was made at this time.**

M. Upcoming Planning Board meeting (Aug. 15th) regarding MBTA Communities planning process

(See Exhibit M). Jennings said that this August 15th meeting would be a “big meeting” with conceptual renderings of West Newbury housing options to satisfy the MBTA Communities requirements being revealed to the public.

N. Work with Town Planner and DPW Projects Manager toward planning fall “land use summit”

Jennings clarified the focus of the summit, possibly to take place in early October, to aggregate the leadership of ongoing development projects in West Newbury (113 improvements, MBTA Communities, etc.) and have community discussion and further public understanding of ongoing projects. **No motion was made at this time.**

O. Work with MVPC regarding Rte. 113 Corridor Planning

Jennings said that planners from MVPC had met with the Town to see what the Town was doing with regard with the 113 Corridor- with focus on specific areas pedestrian safety concern. MVPC stated they would reach out to MassDOT regarding the need for a crosswalk in front of the school buildings versus farther up the road where it is presently. **No motion was made at this time.**

P. Review of draft West Newbury Welcome Packet

(See Exhibit P). The Board provided feedback on the Packet. **The Item was tabled for future discussion.**

Q. Update on work to prepare investment manager RFP

Jennings said that the Investment Policy Committee would be meeting August 10th as local government moves toward a new investment management service. **No motion was made at this time.**

R. Updates on other ongoing/active projects/initiatives

No motion was made at this time.

S. Follow up meeting assignment; placing items for future agendas

Reed stated that future meetings would include discussion of the goals and priorities matrix developed by the Town Manager for final approval for a future meeting. **No motion was made at this time.**

Reed motioned to adjourn the session. Wile seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain). The session adjourned at 9:46pm.

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

<https://www.youtube.com/watch?v=2sQu7Z5MeNU>

Town Manager

From: Kevin Dandrade <KDandrade@theengineeringcorp.com>
Sent: Friday, August 11, 2023 1:51 PM
To: DPW Projects
Cc: Town Manager; Sam Gregorio; Rebecca Dean
Subject: Route 113 - Draft Graphics & Data

Good afternoon, Christine.

Please use the link below to obtain the initial base plan graphics that we planned to use to solicit input from the public on the current issues and needs. We compiled the crash data under the first (grant) contract as the “scope trade” since we knew the timing of the first public outreach meeting was not going to fit in that timeline.

[Rt 113 Maps-Data](#)

I will be away next week. Please let us know if you have any questions with a reply-to-all.

Thank you.

-Kev

Kevin R. Dandrade, P.E., PTOE, Principal
T 978.794.1792
M 508.868.5104
kdandrade@theengineeringcorp.com



Table 1 – Crash Data Summary

Parameter	Main Street	Percent of Total	
Crash Year	2017	32	23%
	2018	23	17%
	2019	20	15%
	2020	24	17%
	2021	22	16%
	2022	<u>17</u>	<u>12%</u>
	TOTAL	138	100%
Average Annual Crashes		23.0	
Manner of Crash	Angle	10	7%
	Rear-end	35	25%
	Single Vehicle	62	45%
	Sideswipe	15	11%
	Head-on	4	3%
	Pedestrian / Cyclist	3	2%
	<u>Other / Not Reported</u>	<u>9</u>	<u>7%</u>
TOTAL	138	100%	
Road Surface Conditions	Dry	115	83%
	Wet	12	9%
	Snow / Ice	6	4%
	<u>Other / Unknown</u>	<u>5</u>	<u>4%</u>
	TOTAL	138	100%
Injury Status (Crash Severity)	Property Damage	112	81%
	Non-Fatal Injury	24	17%
	Fatal Injury	1	1%
	<u>Not Reported</u>	<u>1</u>	<u>1%</u>
	TOTAL	138	100%
Day of Week	Monday-Friday	111	80%
	Saturday-Sunday	<u>27</u>	<u>20%</u>
	TOTAL	138	100%
Time of Day	6:00AM-9:00AM	11	8%
	9:00AM-3:00PM	46	33%
	3:00PM-6:00PM	42	31%
	6:00PM-6:00AM	<u>39</u>	<u>28%</u>
	TOTAL	138	100%



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

August 14, 2023

Paul Stedman, District Highway Director
Massachusetts Department of Transportation – District 4
519 Appleton Street
Arlington, MA 02476

Attn: Daniel Flint, District 4 Permits Engineer

RE: Authorized Agent Letter
Rt 113 / Page Elementary School Transportation Improvements
Permit to Access State Highway
West Newbury, Massachusetts

Dear Mr. Stedman:

TEC, Inc. (the "Engineer"), on behalf of the Town of West Newbury, is preparing an Application for Permit to Access State Highway and the supporting engineering and design documents for proposed pedestrian crossing improvements, including new sidewalks, pedestrian curb ramps, signs, striping, and a rectangular rapid flashing beacon (RRFB) for an enhanced crossing between the John C. Page Elementary School property and the Pipestave Recreation Area. This crossing is currently used by both pedestrians and equestrian riders.

On behalf of the Town of West Newbury, I hereby authorize the Engineer to serve as our agent for the purpose of seeking all requisite permits and approvals and preparing the supporting engineering and design documents related to the proposed roadway improvements for the development of the above-referenced project.

You may contact the following representatives at TEC, Inc. at (978) 794-1792 with any specific questions regarding this application:

Kevin Dandrade, P.E., PTOE (kdandrade@theengineeringcorp.com)
Samuel Gregorio, P.E., PTOE, RSP₁ (sgregorio@theengineeringcorp.com)

Should you have any questions regarding this authorization, please do not hesitate to contact me directly at (978) 363-1100 x111. Thank you for your consideration.

Sincerely,
Town of West Newbury

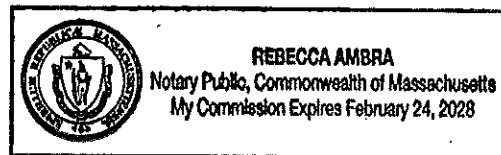


Angus Jennings
Town Manager

Commonwealth of Massachusetts
County of Essex

I hereby certify that on this 14th day of August, 2023, before the subscriber, a Notary in and for the State and County aforesaid, personally appeared Angus Jennings, who is personally known to me and did acknowledge the foregoing to be his act and for the purposes therein contained.

Witness my hand and notarial seal the date above written.



January 23, 2024 Whittier Tech 2 ½ Override Election

In September, official numbers will be published on the cost of the project and what the impact on each community will be.

Tentative election date and time: January 23, 2024, 11am-7pm. All Towns and Cities will vote at the same times on the same day.

Whittier expects low turnout with limited poll-workers needed. They will provide the ballot, the voting machine programming, and will publish notice in the newspapers, but we must provide the materials for the ballots, and post notice of the election on the Clerk's noticeboard. Whittier has legal control over the operation of this election, but seems reasonably flexible to accommodate the needs of Town Clerks in the conduct of the election.

The total number of votes cast across each of the 11 communities will determine whether the ballot question will pass and will not hinge on the way each community votes.

There will be no vote-by-mail, no early voting, only absentee voting. Whittier says they will "take under consideration" funding a notice to alert voters to the special conditions of this election and how individuals must vote.

Kara Kosmes is the point person with the School District for all questions related to this process, and will be the handler of all bills submitted for reimbursement costs from Town Accountant. No cap on reimbursement refund.

District encourages consulting with Town Counsel as needed to establish regulations, answer any localized questions.

The next election meeting will take place October 19, 2023 at 9am.



Whittier Regional Vocational Technical High School

Districtwide Election

Meeting of Town Clerks – August 9, 2023 @ 9:00 a.m.

Agenda

- Overview of Project
- Funding Requirements for the Project
- Districtwide Election – Requirements per MGL Ch. 71, Sec 16(n)
 - Establish date/polling locations/hours of voting
 - Drafting of warrant, return of service and ballot
 - Voting machine programming/ordering of ballots
 - Public posting of Election Ballot/Publishing Legal Notices
 - Election Day – Reporting of Results
- Cost of Election
 - Eligible costs
 - Method of reimbursement
- Discussion/Questions



WHITTIER REGIONAL VOCATIONAL
TECHNICAL HIGH SCHOOL

Whittier Regional Vocational Technical High School Building Project

Meeting with District Member Town Clerks
Districtwide Election Planning Meeting
Tuesday, August 9, 2023

Maureen Lynch, Superintendent

Introductions/Presenters

Maureen Lynch, Superintendent

Kara Kosmes, School Business Administrator

Richard A. Manley Jr, Bond Counsel, Partner, Locke Lord

Kevin Mahoney, Treasurer

David Saindon, OPM - LeftField



Brief Overview of the Project

- In June of 2021, Whittier Tech High School was invited into the Massachusetts School Building Authority [MSBA] capital pipeline to participate in a feasibility study to address deficiencies identified in the project's Statement Of Interest and study potential solutions.
- The Whittier Regional Vocational Technical High School is approximately 375,000 square feet, was constructed in 1972, and has reached its anticipated lifespan. The building has outdated and significant deficiencies with specialty spaces in lab classrooms, nursing, cafeteria, auditorium, and the gymnasium. In addition, the building does not meet current Americans with Disabilities Act (ADA) requirements, and the structure does not have a fire suppression system. In the coming years, the building will face numerous costly maintenance and structural challenges, as well as required intricate code upgrades.
- The feasibility phase study, conducted over the past nine months, reviewed and identified deficiencies as outlined above. Options evaluated during the feasibility study included a renovation of the existing school, a renovation and addition of the existing school, and new construction to replace the existing school.
- Through a comprehensive qualitative and quantitative analysis of multiple options, it was determined that constructing a new facility would be the optimal and most cost-effective solution. The current grade configuration (9-12) is not expected to change, and the MSBA agreed upon design enrollment is 1,280 students.



The Districtwide Election

- MA General Law Chapter 71, Section 16(n), the Whittier Tech District School Committee may vote to incur debt for the purpose of constructing or renovating a new school building if the vote by the District School Committee is approved by a majority of voters of the member towns, through a districtwide election. The School District Secretary will provide notice to the Select Boards and Town Council of this vote for the Districtwide Election.
- The result of the Districtwide Election will be based on the aggregate total votes cast in all towns and requires a majority of the votes for passage.



The Districtwide Election Process

- The election will be held on the same day and polling hours will be the same time in all 11 communities. Tentatively January 2024.
- The ballot question will be determined by Bond Counsel and will be the only item on the ballot. No other ballot question can be considered (such as overrides or other Town/City specific questions).
- Town Clerks will consult with Select Boards/Town Council/City Councils on the number and location of polling places.
- Whittier Tech will distribute stamped copies of Election Warrant for posting and Whittier Tech Secretary will sign Return of Service.



The Districtwide Election Process

- Whittier Tech will publish Legal Notice in local newspapers at least 10 days prior to election.
- Town/City Clerks will work with vendor to program voting machines, ordering of all ballots (absentee, specimen, testing and bilingual where required), and testing of voting machines.
- Whittier Tech will be responsible of all eligible costs associated with the election



Anticipated Timeline

Days Before Election	Task	Responsibility
~31	Project Approval by MSBA on 12/13/2023	Whittier Tech
48	Whittier Tech schedule a debt authorization vote to call for a special election under MGL 71, Sec. 16(n)	Whittier Tech School Committee
39	Order ballots to be printed	Whittier Tech & Town Clerks
35	Arrange programming for ballot machines	Whittier Tech & Town Clerks
30	Proof and delivery of warrant to each community	Town Clerks
20	Post the district election warrant in a newspaper of general circulation in the District (no less than 10 days)	Whittier Tech
10	Whittier Tech SC Secretary - Prepare & post election warrant in each member community	Whittier Tech SC Secretary & Town Clerks
Election Day	Hold election in each member community	Town Clerks
-3	Certified votes to be submitted to Whittier Tech	Town Clerks
-10	Whittier Tech submits certified votes to MSBA	Whittier Tech



Next Steps

- Follow-up Meeting with City/Town Clerks – Tentatively Friday Dec 15th
- Determine Date and Hours for Polls
- Number of Polling Locations in each city/town – Polls must be open at least 4 hours and no more than 8 hours
- Process for Reimbursement of Costs
- Notification of Vendors of Voting Equipment/Printers
- Ordering of Ballots – Lead Time
- Questions for Election Division
- Other Questions/Comments



G.L. c. 71, §16(n)

(n) To incur debt for the purposes and terms specified in clause (d); provided that the vote of the district committee authorizing such debt *is approved by a majority of the registered voters in the member towns voting on the question at an election*

Called and held pursuant to the following provisions.

The election shall be called by a warrant addressed to the registered voters in the member towns and **signed by a majority of the members of the district committee** which shall set forth: the date of the election, the polling place or places in each town, the hours during which the polls are to be open and the question which is to appear upon the ballot.

Notice of the election shall be given by posting a copy of the warrant attested by the secretary of the committee in at least one public place in each town and by publishing a copy thereof at least once in a newspaper of general circulation in the district, said posting and publishing to occur at least ten days before said election. A certificate of the secretary shall be conclusive evidence that the warrant was duly posted and published.

The number and location of the polling place, or places, in each town shall be determined by the district committee after consultation with the selectmen thereof; and

The hours during which all the polls in the district are open shall be uniform throughout the district and shall be **not less than four nor more than eight consecutive hours**.

The district committee shall be responsible for preparing the ballots used at the election.

The town clerk of each town shall certify the results of the election to the district committee.

Except as provided herein the election shall be conducted in each town in the same manner as town meetings for the election of town officers.

The expenses of the election shall be paid by the regional school district as an operating expense of the district; and if provision for their payment is not included in the budget for the year in which they are incurred, the district committee may use any available funds of the district or may transfer the sums required from appropriations included in the budget.

The defeat of a proposal for incurring debt shall not prevent the resubmission of the same proposal as a new authorization.

(n) To incur debt for the purposes and terms specified in clause (d); provided that the vote of the district committee authorizing such debt is approved by a majority of the registered voters in the member towns voting on the question at an election called and held pursuant to the following provisions. The election shall be called by a warrant addressed to the registered voters in the member towns and signed by a majority of the members of the district committee which shall set forth the date of the election, the polling place or places in each town, the hours during which the polls are to be open and the question which is to appear upon the ballot. Notice of the election shall be given by posting a copy of the warrant attested by the secretary of the committee in at least one public place in each town and by publishing a copy thereof at least once in a newspaper of general circulation in the district, said posting and publishing to occur at least ten days before said election. A certificate of the secretary shall be conclusive evidence that the warrant was duly posted and published. The number and location of the polling place, or places, in each town shall be determined by the district committee after consultation with the selectmen thereof; and the hours during which all the polls in the district are open shall be uniform throughout the district and shall be not less than four nor more than eight consecutive hours. The district committee shall be responsible for preparing the ballots used at the election. The town clerk of each town shall certify the results of the election to the district committee. Except as provided herein the election shall be conducted in each town in the same manner as town meetings for the election of town officers. The expenses of the election shall be paid by the regional school district as an operating expense of the district; and if provision for their payment is not included in the budget for the year in which they are incurred, the district committee may use any available funds of the district or may transfer the sums required from appropriations included in the budget. The defeat of a proposal for incurring debt shall not prevent the resubmission of the same proposal as a new authorization.

ELECTION WARRANT
The Commonwealth of Massachusetts

**WHITTIER REGIONAL VOCATIONAL
TECHNICAL SCHOOL DISTRICT**

Essex, ss.

To the registered voters of Cities of Amesbury, Haverhill and Newburyport, and the Towns of Georgetown, Groveland, Ipswich, Merrimac, Newbury, Rowley, Salisbury and West Newbury, Massachusetts,

GREETINGS:

You are hereby notified and warned that the inhabitants of the Cities of Amesbury, Haverhill and Newburyport and the Towns of Georgetown, Groveland, Ipswich, Merrimac, Newbury, Rowley, Salisbury and West Newbury, Massachusetts, registered to vote in any of said Cities or Towns, as the case may be, being the members of the Whittier Regional Vocational Technical School District, are to meet at their respective polling places, to wit,

In the CITY OF AMESBURY, at _____, in the TOWN OF GEORGETOWN, at _____, in the TOWN OF GROVELAND, at _____, in the CITY OF HAVERHILL, at _____, in the TOWN OF IPSWICH, at _____, in the TOWN OF MERRIMAC, at _____, in the TOWN OF NEWBURY, at _____, in the CITY OF NEWBURYPORT, at _____, in the TOWN OF ROWLEY, at _____, in the TOWN OF SALISBURY, at _____ and in the TOWN OF WEST NEWBURY, at _____,

on _____, _____, 2024, at [Time], to vote by BALLOT on the following question:

“Do you approve of the vote of the Regional District School Committee of the Whittier Regional Vocational Technical School District adopted on [Date], 2023, to authorize the borrowing of [\$Amount] to pay costs of designing, constructing, originally equipping and furnishing a new District high school to be located at [Street Address], Haverhill, Massachusetts, which vote provides, in relevant part, as follows:

“VOTED: That the Whittier Regional Vocational Technical School District (the “District”) hereby appropriates the amount of [\$Amount] for the purpose of paying costs of designing, constructing, originally equipping and furnishing a new District high school and related athletic facilities, located at [Street Address], Haverhill, Massachusetts, including the payment of all costs incidental and related thereto (the “Project”), which school facility shall have an anticipated useful life as an educational facility for the instruction of school children of at least 50 years, and for which the District may be eligible for a school construction grant from the Massachusetts School Building Authority (“MSBA”), said amount to be expended at the direction of the School Building Committee. To meet this appropriation the District is authorized to borrow said amount,

under and pursuant to G.L. c. 71, §16(n), G.L. c. 71, §14D and the District Agreement, as amended, or pursuant to any other enabling authority. The District acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need as determined by the MSBA, and any Project costs the District incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the District; provided further that any grant that the District may receive from the MSBA shall not exceed the lesser of (1) _____ one hundredths percent (____%) of eligible, approved Project costs, as determined by the MSBA, and (2) the total maximum grant amount determined by the MSBA, and that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the District and the MSBA. The debt authorized by this vote of the Committee shall be submitted to the registered voters of the District's member communities for approval at a District-wide election to be held on [Date][Month], 2024 in accordance with the provisions of G.L. c. 71, §16(n) and the District Agreement."

Yes _____ No _____

The polls will be open from [Time], to [Time] o'clock in the evening.

[Note: G.L. c. 71, §16(n) requires polls to be open at least four and not more than 8 consecutive hours.]

The District Secretary is hereby directed to serve this Warrant by posting an attested copy thereof in at least one public place in each of the Cities of Amesbury, Haverhill and Newburyport, and the Towns of Georgetown, Groveland, Ipswich, Merrimac, Newbury, Rowley, Salisbury and West Newbury, Massachusetts, and by publishing a copy thereof at least once in a newspaper of general circulation in the District, said posting and publication to occur at least ten days before the day of election as aforesaid.

The District Secretary shall make due return of this Warrant with his or her doings thereon to the District Secretary, on or before the day of the election aforesaid.

[The balance of this page is intentionally blank.]

Given under our hands and the seal of the Whittier Regional Vocational Technical School District this _____ day of _____, 2024.

Whittier Regional Vocational Technical
School District School Committee

RETURN OF SERVICE

The undersigned, Secretary of the Regional District School Committee of the Whittier Regional Vocational Technical School District, certify that at least 10 days prior to [Date of the Election], 2024, I posted or caused to be posted, a true and attested copy of this warrant in the Town Clerk's office in each of the Cities of Amesbury, Haverhill and Newburyport, and the Towns of Georgetown, Groveland, Ipswich, Merrimac, Newbury, Rowley, Salisbury and West Newbury, Massachusetts (collectively, the District's "Member Communities"), and in addition, that I caused a copy of the within warrant to be published in a newspaper of general circulation within the Member Communities of the District on _____, 2024, which date was also at least 10 days prior to _____, 2024, all as required by Chapter 71, Section 16(n) of the General Laws.

District Secretary

DATE: _____

A True Copy Attest:

District Secretary

DATE:

[District Seal]

OFFICIAL BALLOT
DISTRICT ELECTION
WHITTIER REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT
_____, 2024

Do you approve of the vote of the Regional District School Committee of the Whittier Regional Vocational Technical School District, adopted on _____, 2023, to authorize the borrowing of \$ _____ to pay costs of designing, constructing, originally equipping and furnishing a new District high school to be located at _____, Haverhill, Massachusetts, including the payment of all costs incidental or related thereto, which vote provides, in relevant part, as follows:

“VOTED: That the Whittier Regional Vocational Technical School District (the “District”) hereby appropriates the amount of \$ _____ for the purpose of paying costs of designing, constructing, originally equipping and furnishing a new District high school and related athletic facilities, located at _____, Haverhill, Massachusetts, including the payment of all costs incidental and related thereto (the “Project”), which school facility shall have an anticipated useful life as an educational facility for the instruction of school children of at least 50 years, and for which the District may be eligible for a school construction grant from the Massachusetts School Building Authority (“MSBA”), said amount to be expended at the direction of the School Building Committee. To meet this appropriation the District is authorized to borrow said amount, under and pursuant to G.L. c. 71, §16(n), G.L. c. 71, §14D and the District Agreement, as amended, or pursuant to any other enabling authority. The District acknowledges that the MSBA’s grant program is a non-entitlement, discretionary program based on need as determined by the MSBA, and any Project costs the District incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the District; provided further that any grant that the District may receive from the MSBA shall not exceed the lesser of (1) _____ one hundredths percent (____%) of eligible, approved Project costs, as determined by the MSBA, and (2) the total maximum grant amount determined by the MSBA, and that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the District and the MSBA. The debt authorized by this vote of the Committee shall be submitted to the registered voters of the District’s member communities for approval at a District-wide election to be held on [_____, 2024] in accordance with the provisions of G.L. c. 71, §16(n) and the District Agreement.”

Yes _____ No _____

_____,
District Secretary
Whittier Regional Vocational
Technical School District

**Whittier Regional Vocational Technical School District
Vote of the Regional District School Committee**

I, the undersigned Secretary of the Whittier Regional Vocational Technical School District School Committee (the "Committee") of the Whittier Regional Vocational Technical School District, Massachusetts (the "District"), hereby certify that the following is a true copy of excerpts from the minutes of a (regular) (special) meeting of the Committee duly called and held on _____, 2023 at ____:00 p.m. at the offices of the District, pursuant to due and proper notice of time, place and purpose of said meeting (the "Meeting") given to each member of the Committee. The meeting was attended by _____ () of the _____ () members of the Committee, constituting a quorum, which members were present and voting throughout; and the following vote was duly adopted by vote of _____ () yeas, _____ () nays and _____ () abstentions:

“VOTED: That the Whittier Regional Vocational Technical School District (the “District”) hereby appropriates the amount of [\$_____] for the purpose of paying costs of designing, constructing, originally equipping and furnishing a new District high school and related athletic facilities, located at [Street Address], Haverhill, Massachusetts, including the payment of all costs incidental and related thereto (the “Project”), which school facility shall have an anticipated useful life as an educational facility for the instruction of school children of at least 50 years, and for which the District may be eligible for a school construction grant from the Massachusetts School Building Authority (“MSBA”), said amount to be expended at the direction of the School Building Committee. To meet this appropriation the District is authorized to borrow said amount, under and pursuant to G.L. c. 71, §16(n), G.L. c. 71, §14D and the District Agreement, as amended, or pursuant to any other enabling authority. The District acknowledges that the MSBA’s grant program is a non-entitlement, discretionary program based on need as determined by the MSBA, and any Project costs the District incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the District; provided further that any grant that the District may receive from the MSBA shall not exceed the lesser of (1) _____ one hundredths percent (____%) of eligible, approved Project costs, as determined by the MSBA, and (2) the total maximum grant amount determined by the MSBA, and that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the District and the MSBA. The debt authorized by this vote of the Committee shall be submitted to the registered voters of the District’s member communities for approval at a District-wide election to be held on [Date][Month], 2024 in accordance with the provisions of G.L. c. 71, §16(n) and the District Agreement.

The warrant calling the District-wide election to be held on [Date][Month], 2024, is hereby approved, with such changes as bond counsel to the District shall approve, prior to its posting.”

WITNESS my hand as of this ____ day of _____, 2023.

District Secretary

(District Seal)

To: The Environmental Monitor

From: Town of West Newbury

Date: August 15, 2023

Re: Notification of filing a Notice of Intent (NOI), "Cherry Hill Conservation Land"

Parcels: R17-6E, R17-6D, R17-6F; "Riverbend & Tupelo Trails" Parcel R23-23 and town right-of-way along abandoned portion of River Road; & "Middle Street / Indian Hill Street Field" Parcel: R16-12, West Newbury, MA.

Anticipated date of submission: NOI was submitted to MA DEP on 7/13/2023,

amendment to NOI for ecological restoration limited project submission anticipated 8/15/2023

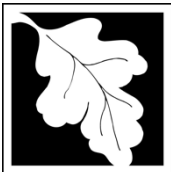
The proposed project is seeking approval to restore bordering vegetated wetland and riverfront area by invasive species removal in limited areas at 3 town owned properties in West Newbury, MA. This proposed project involves ecological restoration work that will improve the function and value of the resource areas. Following the removal and management of the invasive plant species, the area will be monitored by town staff and volunteers for revegetation. It is anticipated the seedbank is robust enough to support revelation of native species with volunteer efforts to pull emergent invasive plant species. The proposed project aims to protect the interests of the Wetlands Protection Act by improving the wetland resource areas which in turn will improve the habitat value.

Reviewing Conservation Commission(s):

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

Copies of the NOI may be examined or acquired from the Conservation Commission, by contacting the Conservation Agent, Michelle Greene, at conservation@wnewbury.org or 978-891-0238.

See Conservation Commission website for the meeting schedule for exact dates and agendas.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 3 – Notice of Intent

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
MassDEP File Number
Document Transaction Number
West Newbury
City/Town

A. General Information (continued)

6. General Project Description:

Invasive plant removal through mechanical and chemical methods. See attached proposal for narrative and timeline for work at each parcel.

7a. Project Type Checklist: (Limited Project Types see Section A. 7b.)

- 1. Single Family Home
- 2. Residential Subdivision
- 3. Commercial/Industrial
- 4. Dock/Pier
- 5. Utilities
- 6. Coastal engineering Structure
- 7. Agriculture (e.g., cranberries, forestry)
- 8. Transportation
- 9. Other

7b. Is any portion of the proposed activity eligible to be treated as a limited project (including Ecological Restoration Limited Project) subject to 310 CMR 10.24 (coastal) or 310 CMR 10.53 (inland)?

1. Yes No If yes, describe which limited project applies to this project. (See 310 CMR 10.24 and 10.53 for a complete list and description of limited project types)
- 310 CMR 10.53 (4)(e)(5) invasive species management & the thinning or planting of vegetation to improve habitat value

If the proposed activity is eligible to be treated as an Ecological Restoration Limited Project (310 CMR10.24(8), 310 CMR 10.53(4)), complete and attach Appendix A: Ecological Restoration Limited Project Checklist and Signed Certification.

8. Property recorded at the Registry of Deeds for:

See Attachment 1

a. County	b. Certificate # (if registered land)
c. Book	d. Page Number

B. Buffer Zone & Resource Area Impacts (temporary & permanent)

- 1. Buffer Zone Only – Check if the project is located only in the Buffer Zone of a Bordering Vegetated Wetland, Inland Bank, or Coastal Resource Area.
- 2. Inland Resource Areas (see 310 CMR 10.54-10.58; if not applicable, go to Section B.3, Coastal Resource Areas).

Check all that apply below. Attach narrative and any supporting documentation describing how the project will meet all performance standards for each of the resource areas altered, including standards requiring consideration of alternative project design or location.



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
WPA Form 3 – Notice of Intent
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

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 West Newbury

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B. Buffer Zone & Resource Area Impacts (temporary & permanent) (cont'd)

For all projects affecting other Resource Areas, please attach a narrative explaining how the resource area was delineated.

Resource Area	Size of Proposed Alteration	Proposed Replacement (if any)
a. <input type="checkbox"/> Bank	1. linear feet	2. linear feet
b. <input checked="" type="checkbox"/> Bordering Vegetated Wetland	~14,000 (temp for phrag mgmnt @ Cherry Hill)	0 2. square feet
c. <input type="checkbox"/> Land Under Waterbodies and Waterways	1. square feet 3. cubic yards dredged	2. square feet

Resource Area	Size of Proposed Alteration	Proposed Replacement (if any)
d. <input type="checkbox"/> Bordering Land Subject to Flooding	1. square feet 3. cubic feet of flood storage lost	2. square feet 4. cubic feet replaced
e. <input type="checkbox"/> Isolated Land Subject to Flooding	1. square feet 2. cubic feet of flood storage lost	3. cubic feet replaced
f. <input checked="" type="checkbox"/> Riverfront Area	Merrimack River and Indian River - both inland 1. Name of Waterway (if available) - specify coastal or inland	

2. Width of Riverfront Area (check one):

- 25 ft. - Designated Densely Developed Areas only
- 100 ft. - New agricultural projects only
- 200 ft. - All other projects

3. Total area of Riverfront Area on the site of the proposed project: ~ 520,000
square feet

4. Proposed alteration of the Riverfront Area:

~242,000 Temporary ~242,000 Temporary 0
 a. total square feet b. square feet within 100 ft. c. square feet between 100 ft. and 200 ft.

5. Has an alternatives analysis been done and is it attached to this NOI? Yes No

6. Was the lot where the activity is proposed created prior to August 1, 1996? Yes No

3. Coastal Resource Areas: (See 310 CMR 10.25-10.35)

Note: for coastal riverfront areas, please complete **Section B.2.f.** above.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 3 – Notice of Intent

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

MassDEP File Number

Document Transaction Number

West Newbury

City/Town

B. Buffer Zone & Resource Area Impacts (temporary & permanent) (cont'd)

Check all that apply below. Attach narrative and supporting documentation describing how the project will meet all performance standards for each of the resource areas altered, including standards requiring consideration of alternative project design or location.

Online Users:
Include your document transaction number (provided on your receipt page) with all supplementary information you submit to the Department.

<u>Resource Area</u>	<u>Size of Proposed Alteration</u>	<u>Proposed Replacement (if any)</u>
a. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below	
b. <input type="checkbox"/> Land Under the Ocean	_____	
	1. square feet	

	2. cubic yards dredged	
c. <input type="checkbox"/> Barrier Beach	Indicate size under Coastal Beaches and/or Coastal Dunes below	
d. <input type="checkbox"/> Coastal Beaches	_____	_____
	1. square feet	2. cubic yards beach nourishment
e. <input type="checkbox"/> Coastal Dunes	_____	_____
	1. square feet	2. cubic yards dune nourishment

	<u>Size of Proposed Alteration</u>	<u>Proposed Replacement (if any)</u>
f. <input type="checkbox"/> Coastal Banks	_____	
	1. linear feet	
g. <input type="checkbox"/> Rocky Intertidal Shores	_____	
	1. square feet	
h. <input type="checkbox"/> Salt Marshes	_____	_____
	1. square feet	2. sq ft restoration, rehab., creation
i. <input type="checkbox"/> Land Under Salt Ponds	_____	
	1. square feet	

	2. cubic yards dredged	
j. <input type="checkbox"/> Land Containing Shellfish	_____	
	1. square feet	
k. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above	

	1. cubic yards dredged	
l. <input type="checkbox"/> Land Subject to Coastal Storm Flowage	_____	
	1. square feet	

4. Restoration/Enhancement
If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.2.b or B.3.h above, please enter the additional amount here.

_____ a. square feet of BVW _____ b. square feet of Salt Marsh

5. Project Involves Stream Crossings

_____ a. number of new stream crossings _____ b. number of replacement stream crossings



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 3 – Notice of Intent

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

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C. Other Applicable Standards and Requirements

- This is a proposal for an Ecological Restoration Limited Project. Skip Section C and complete Appendix A: Ecological Restoration Limited Project Checklists – Required Actions (310 CMR 10.11).

Streamlined Massachusetts Endangered Species Act/Wetlands Protection Act Review

- Is any portion of the proposed project located in **Estimated Habitat of Rare Wildlife** as indicated on the most recent Estimated Habitat Map of State-Listed Rare Wetland Wildlife published by the Natural Heritage and Endangered Species Program (NHESP)? To view habitat maps, see the *Massachusetts Natural Heritage Atlas* or go to http://maps.massgis.state.ma.us/PRI_EST_HAB/viewer.htm.

- a. Yes No **If yes, include proof of mailing or hand delivery of NOI to:**

**Natural Heritage and Endangered Species Program
Division of Fisheries and Wildlife
1 Rabbit Hill Road
Westborough, MA 01581**

- 08/01/2021
b. Date of map

If yes, the project is also subject to Massachusetts Endangered Species Act (MESA) review (321 CMR 10.18). To qualify for a streamlined, 30-day, MESA/Wetlands Protection Act review, please complete Section C.1.c, and include requested materials with this Notice of Intent (NOI); *OR* complete Section C.2.f, if applicable. *If MESA supplemental information is not included with the NOI, by completing Section 1 of this form, the NHESP will require a separate MESA filing which may take up to 90 days to review (unless noted exceptions in Section 2 apply, see below).*

- c. Submit Supplemental Information for Endangered Species Review*

- Percentage/acreage of property to be altered:

(a) within wetland Resource Area	~242,000 sq ft of temporary impacts in Riverfront area, no permanent alteration proposed
(b) outside Resource Area	0
	percentage/acreage

- Assessor's Map or right-of-way plan of site

- Project plans for entire project site, including wetland resource areas and areas outside of wetlands jurisdiction, showing existing and proposed conditions, existing and proposed tree/vegetation clearing line, and clearly demarcated limits of work **
 - Project description (including description of impacts outside of wetland resource area & buffer zone)
 - Photographs representative of the site

* Some projects **not** in Estimated Habitat may be located in Priority Habitat, and require NHESP review (see <https://www.mass.gov/endangered-species-act-mesa-regulatory-review>).

Priority Habitat includes habitat for state-listed plants and strictly upland species not protected by the Wetlands Protection Act.

** MESA projects may not be segmented (321 CMR 10.16). The applicant must disclose full development plans even if such plans are not required as part of the Notice of Intent process.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 3 – Notice of Intent

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

MassDEP File Number

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West Newbury

City/Town

C. Other Applicable Standards and Requirements (cont'd)

Online Users:
Include your document transaction number (provided on your receipt page) with all supplementary information you submit to the Department.

- 4. Is any portion of the proposed project within an Area of Critical Environmental Concern (ACEC)?
 a. Yes No If yes, provide name of ACEC (see instructions to WPA Form 3 or MassDEP Website for ACEC locations). **Note:** electronic filers click on Website.
 b. ACEC

- 5. Is any portion of the proposed project within an area designated as an Outstanding Resource Water (ORW) as designated in the Massachusetts Surface Water Quality Standards, 314 CMR 4.00?
 a. Yes No
- 6. Is any portion of the site subject to a Wetlands Restriction Order under the Inland Wetlands Restriction Act (M.G.L. c. 131, § 40A) or the Coastal Wetlands Restriction Act (M.G.L. c. 130, § 105)?
 a. Yes No
- 7. Is this project subject to provisions of the MassDEP Stormwater Management Standards?
 a. Yes. Attach a copy of the Stormwater Report as required by the Stormwater Management Standards per 310 CMR 10.05(6)(k)-(q) and check if:
 - 1. Applying for Low Impact Development (LID) site design credits (as described in Stormwater Management Handbook Vol. 2, Chapter 3)
 - 2. A portion of the site constitutes redevelopment
 - 3. Proprietary BMPs are included in the Stormwater Management System.
 b. No. Check why the project is exempt:
 - 1. Single-family house
 - 2. Emergency road repair
 - 3. Small Residential Subdivision (less than or equal to 4 single-family houses or less than or equal to 4 units in multi-family housing project) with no discharge to Critical Areas.

D. Additional Information

- This is a proposal for an Ecological Restoration Limited Project. Skip Section D and complete Appendix A: Ecological Restoration Notice of Intent – Minimum Required Documents (310 CMR 10.12).

Applicants must include the following with this Notice of Intent (NOI). See instructions for details.

Online Users: Attach the document transaction number (provided on your receipt page) for any of the following information you submit to the Department.

- 1. USGS or other map of the area (along with a narrative description, if necessary) containing sufficient information for the Conservation Commission and the Department to locate the site. (Electronic filers may omit this item.)
- 2. Plans identifying the location of proposed activities (including activities proposed to serve as a Bordering Vegetated Wetland [BVW] replication area or other mitigating measure) relative to the boundaries of each affected resource area.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 3 – Notice of Intent

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

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D. Additional Information (cont'd)

- 3. Identify the method for BVW and other resource area boundary delineations (MassDEP BVW Field Data Form(s), Determination of Applicability, Order of Resource Area Delineation, etc.), and attach documentation of the methodology.
- 4. List the titles and dates for all plans and other materials submitted with this NOI.

a. Plan Title

b. Prepared By

c. Signed and Stamped by

d. Final Revision Date

e. Scale

USGS Maps, Aerial Maps of parcels

8/15/2023

f. Additional Plan or Document Title

g. Date

- 5. If there is more than one property owner, please attach a list of these property owners not listed on this form.
- 6. Attach proof of mailing for Natural Heritage and Endangered Species Program, if needed.
- 7. Attach proof of mailing for Massachusetts Division of Marine Fisheries, if needed.
- 8. Attach NOI Wetland Fee Transmittal Form
- 9. Attach Stormwater Report, if needed.

E. Fees

- 1. Fee Exempt: No filing fee shall be assessed for projects of any city, town, county, or district of the Commonwealth, federally recognized Indian tribe housing authority, municipal housing authority, or the Massachusetts Bay Transportation Authority.

Applicants must submit the following information (in addition to pages 1 and 2 of the NOI Wetland Fee Transmittal Form) to confirm fee payment:

2. Municipal Check Number

3. Check date

4. State Check Number

5. Check date

6. Payor name on check: First Name

7. Payor name on check: Last Name



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 3 – Notice of Intent



Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
MassDEP File Number
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West Newbury
City/Town

F. Signatures and Submittal Requirements

I hereby certify under the penalties of perjury that the foregoing Notice of Intent and accompanying plans, documents, and supporting data are true and complete to the best of my knowledge. I understand that the Conservation Commission will place notification of this Notice in a local newspaper at the expense of the applicant in accordance with the wetlands regulations, 310 CMR 10.05(5)(a).

I further certify under penalties of perjury that all abutters were notified of this application, pursuant to the requirements of M.G.L. c. 131, § 40. Notice must be made by Certificate of Mailing or in writing by hand delivery or certified mail (return receipt requested) to all abutters within 100 feet of the property line of the project location

	<u>7/12/23</u>
1. Signature of Applicant	2. Date
	<u>7-13-23</u>
3. Signature of Property Owner (if different)	4. Date
5. Signature of Representative (if any)	6. Date

** Bond owner for Indian Hill at Middle St field*

For Conservation Commission:

Two copies of the completed Notice of Intent (Form 3), including supporting plans and documents, two copies of the NOI Wetland Fee Transmittal Form, and the city/town fee payment, to the Conservation Commission by certified mail or hand delivery.

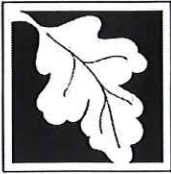
For MassDEP:

One copy of the completed Notice of Intent (Form 3), including supporting plans and documents, one copy of the NOI Wetland Fee Transmittal Form, and a **copy** of the state fee payment to the MassDEP Regional Office (see Instructions) by certified mail or hand delivery.

Other:

If the applicant has checked the "yes" box in any part of Section C, Item 3, above, refer to that section and the Instructions for additional submittal requirements.

The original and copies must be sent simultaneously. Failure by the applicant to send copies in a timely manner may result in dismissal of the Notice of Intent.



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
NOI Wetland Fee Transmittal Form
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Important: When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



A. Applicant Information

1. Location of Project:

<u>See Attachment 1</u>	<u>West Newbury</u>
a. Street Address	b. City/Town
<u>N/A</u>	<u>N/A</u>
c. Check number	d. Fee amount

2. Applicant Mailing Address:

<u>Angus</u>	<u>Jennings</u>	
a. First Name	b. Last Name	
<u>Town of West Newbury</u>		
c. Organization		
<u>381 Main Street</u>		
d. Mailing Address		
<u>West Newbury</u>	<u>MA</u>	<u>01985</u>
e. City/Town	f. State	g. Zip Code
<u>978-363-1100 x111</u>	<u>townmanager@wnewbury.org</u>	
h. Phone Number	i. Fax Number	j. Email Address

3. Property Owner (if different):

<u>See Attachment 1</u>		
a. First Name	b. Last Name	
c. Organization		
d. Mailing Address		
	f. State	g. Zip Code
e. City/Town		
	i. Fax Number	j. Email Address
h. Phone Number		

To calculate filing fees, refer to the category fee list and examples in the instructions for filling out WPA Form 3 (Notice of Intent).

B. Fees

Fee should be calculated using the following process & worksheet. **Please see Instructions before filling out worksheet.**

Step 1/Type of Activity: Describe each type of activity that will occur in wetland resource area and buffer zone.

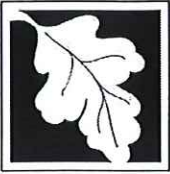
Step 2/Number of Activities: Identify the number of each type of activity.

Step 3/Individual Activity Fee: Identify each activity fee from the six project categories listed in the instructions.

Step 4/Subtotal Activity Fee: Multiply the number of activities (identified in Step 2) times the fee per category (identified in Step 3) to reach a subtotal fee amount. Note: If any of these activities are in a Riverfront Area in addition to another Resource Area or the Buffer Zone, the fee per activity should be multiplied by 1.5 and then added to the subtotal amount.

Step 5/Total Project Fee: Determine the total project fee by adding the subtotal amounts from Step 4.

Step 6/Fee Payments: To calculate the state share of the fee, divide the total fee in half and subtract \$12.50. To calculate the city/town share of the fee, divide the total fee in half and add \$12.50.



Massachusetts Department of Environmental Protection
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B. Fees (continued)

Step 1/Type of Activity	Step 2/Number of Activities	Step 3/Individual Activity Fee	Step 4/Subtotal Activity Fee
Fee exempt - municipal project			0

Step 5/Total Project Fee: _____

Step 6/Fee Payments:

Total Project Fee:	0
	a. Total Fee from Step 5
State share of filing Fee:	0
	b. 1/2 Total Fee less \$12.50
City/Town share of filling Fee:	0
	c. 1/2 Total Fee plus \$12.50

C. Submittal Requirements

- a.) Complete pages 1 and 2 and send with a check or money order for the state share of the fee, payable to the Commonwealth of Massachusetts.

Department of Environmental Protection
 Box 4062
 Boston, MA 02211

- b.) To the Conservation Commission: Send the Notice of Intent or Abbreviated Notice of Intent; a copy of this form; and the city/town fee payment.

To MassDEP Regional Office (see Instructions): Send a copy of the Notice of Intent or Abbreviated Notice of Intent; a copy of this form; and a copy of the state fee payment. (E-filers of Notices of Intent may submit these electronically.)



WPA Form 3 – Notice of Intent

Appendix A: Ecological Restoration Limited Project Checklists

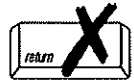
West Newbury
City/Town

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Eligibility Checklist

This Ecological Restoration Limited Project Eligibility Checklist guides the applicant in determining if their project is eligible to file as an Inland or Coastal Ecological Restoration Limited Project (310 CMR 10.53(4) or 310 CMR 10.24(8) respectively). These criteria must be met when submitting the Ecological Restoration Limited Project Notice of Intent to ensure that the restoration and improvement of the natural capacity of a Resource Area(s) to protect and sustain the interests identified in the WPA is **necessary** to achieve the project's ecological restoration goals.

Important:
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



Note:
Before completing this form consult your local Conservation Commission regarding any municipal bylaw or ordinance.

Regulatory Features of All Coastal and Inland Ecological Restoration Limited Projects

- (a) May result in the temporary or permanent loss of/or conversion of Resource Area: An Ecological Restoration Limited Project that meets the requirements of 310 CMR 10.24(8) may result in the temporary or permanent loss of Resource Areas and/or the conversion of one Resource Area to another when such loss is necessary to the achievement of the project's ecological restoration goals.
- (b) Exemption from wildlife habitat evaluation: A NOI for an Ecological Restoration Limited Project that meets the minimum requirements for Ecological Restoration Projects and for a MassDEP Combined Application outlined in 310 CMR 10.12(1) and (2) is exempt from providing a wildlife habitat evaluation (310 CMR 10.60).
- (c) The following are considerations for applicants filing an Ecological Restoration Limited Project NOI and for the issuing authority approving a project as an Ecological Restoration Limited Project:
 - The condition of existing and historic Resource Areas proposed for restoration.
 - Evidence of the extent and severity of the impairment(s) that reduce the capacity of the Resource Areas to protect and sustain the interests identified in M.G.L. c. 131, § 40.
 - The magnitude and significance of the benefits of the Ecological Restoration Project in improving the capacity of the affected Resource Areas to protect and sustain the other interests identified in M.G.L. c. 131, § 40.
 - The magnitude and significance of the impacts of the Ecological Restoration Project on existing Resource Areas that may be modified, converted and/or lost and the interests for which said Resource Areas are presumed significant in 310 CMR 10.00, and the extent to which the project will:
 - a. avoid adverse impacts to Resource Areas and the interests identified in M.G.L. c. 131, § 40, that can be avoided without impeding the achievement of the project's ecological restoration goals.
 - b. minimize adverse impacts to Resource Areas and the interests identified in M.G.L. c. 131, § 40, that are necessary to the achievement of the project's ecological restoration goals.
 - c. utilize best management practices such as erosion and siltation controls and proper construction sequencing to avoid and minimize adverse construction impacts to resource areas and the interests identified in M.G.L. c. 131, § 40.



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Appendix A: Ecological Restoration Limited Project Checklists

West Newbury
City/Town

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Eligibility Criteria - Coastal Ecological Restoration Limited Projects (310 CMR 10.24(8))

Complete this Eligibility Criteria Checklist *before* filling out a Notice of Intent Application to determine if your project qualifies as a Coastal Ecological Restoration Limited Project. (310 CMR 10.24(8)) Sign the Eligibility Certification at the end of Appendix A, and attach the checklist with supporting documentation and the Eligibility Certification to your Notice of Intent Application.

General Eligibility Criteria for All Coastal Ecological Restoration Limited Projects

Notwithstanding the requirements of 310 CMR 10.25 through 10.35, 310 CMR 10.54 through 10.58, and the Wildlife Habitat evaluations in 310 CMR 10.60, the Issuing Authority may issue an Order of Conditions permitting an Ecological Restoration Project listed in 310 CMR 10.24(8)(e) as an Ecological Restoration Limited Project and impose such conditions as will contribute to the interests identified in the WPA M.G.L. provided that the project meets all the requirements in 310 CMR 10.24 (8).

- The project is an Ecological Restoration Project as defined in 310 CMR 10.04 and is a project type listed below [310 CMR 10.24(8)(e)].
- Tidal Restoration.
- Shellfish Habitat Restoration.
- Other Ecological Restoration Limited Project Type.
- The project will further at least one of the WPA (M.G.L. c. 131, § 40) interests identified below.
 - Protection of public or private water supply.
 - Protection of ground water supply.
 - Flood control.
 - Storm damage prevention.
 - Prevention of pollution.
 - Protection of land containing shellfish.
 - Protection of fisheries.
 - Protection of wildlife habitat.
- If the project will impact an area located within estimated habitat which is indicated on the most recent Estimated Habitat Map of State-Listed Rare Wetlands, a NHESP preliminary written determination is attached to the NOI submittal that the project will not have any adverse long-term and short-term effects on specified habitat sites of Rare Species or the project will be carried out in accordance with an approved NHESP habitat management plan.



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Appendix A: Ecological Restoration Limited Project Checklists

West Newbury
City/Town

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Eligibility Criteria - Coastal Ecological Restoration Limited Projects (310 CMR 10.24(8)) (Cont.)

General Eligibility Criteria for All Coastal Ecological Restoration Limited Projects (cont.)

- If the project is located in a Coastal Dune or Barrier Beach, the project avoids and minimizes armoring of the Coastal Dune or Barrier Beach to the maximum extent practicable.
- The project complies with all applicable provisions of 310 CMR 10.24(1) through (6) and 310 CMR 10.24(9) and (10).

Additional Eligibility Criteria for Specific Coastal Ecological Restoration Limited Project Types

These additional criteria must be met to qualify as an Ecological Restoration Limited Project to ensure that the restoration and improvement of the natural capacity of a Resource Area to protect and sustain the interests identified in the WPA is **necessary** to achieve the project's ecological restoration goals.

- This Ecological Restoration Limited Project application meets the eligibility criteria for Ecological Restoration Limited Project [310 CMR 10.24(8)(a) through (d) and as proposed, furthers at least one of the WPA interests is for the project type identified below.
 - Tidal Restoration Projects**
 - A project to restore tidal flow that will not significantly increase flooding or storm damage impacts to the built environment, including without limitation, buildings, wells, septic systems, roads or other man-made structures or infrastructure.
 - Shellfish Habitat Restoration Projects**
 - The project has received a Special Projects Permit from the Division of Marine Fisheries or, if a municipality, has received a shellfish propagation permit.
 - The project is made of cultch (e.g., shellfish shells from oyster, surf or ocean clam) or is a structure manufactured specifically for shellfish enhancement (e.g., reef blocks, reef balls, racks, floats, rafts, suspended gear).
 - Other Ecological Restoration Projects** that meet the criteria set forth in 310 CMR 10.24(8)(a) through (d).
 - Restoration, enhancement, or management of Rare Species habitat.
 - Restoration of hydrologic and habitat connectivity.
 - Removal of aquatic nuisance vegetation to impede eutrophication.
 - Thinning or planting of vegetation to improve habitat value.
 - Fill removal and re-grading.
 - Riparian corridor re-naturalization.
 - River floodplain re-connection.



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Appendix A: Ecological Restoration Limited Project Checklists

West Newbury
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Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Eligibility Criteria - Coastal Ecological Restoration Limited Projects (310 CMR 10.24(8)) (Cont.)

Additional Eligibility Criteria for Specific Coastal Ecological Restoration Limited Project Types

- In-stream habitat enhancement.
- Remediation of historic tidal wetland ditching.
- Eelgrass restoration.
- Invasive species management.
- Installation of fish passage structures.
- Other. Describe: _____
- This project involves the construction, repair, replacement or expansion of public or private infrastructure (310 CMR 10.24(9)).
 - The NOI attachment labeled _____ is an operation and maintenance plan to ensure that the infrastructure will continue to function as designed.
 - The operation and maintenance plan will be implemented as a continuing condition in the Order of Conditions and the Certificate of Compliance.
 - This project proposes to replace an existing stream crossing (310 CMR 10.24(10)). The crossing complies with the Massachusetts Stream Crossing Standards to the maximum extent practicable with details provided in the NOI. The crossing type:
 - Replaces an existing non-tidal crossing that is part of an Anadromous/Catadromous Fish Run (310 CMR 10.35)
 - Replaces an existing tidal crossing that restricts tidal flow. The tidal restriction will be eliminated to the maximum extent practicable.
 - At a minimum, in evaluating the potential to comply with the standards to the maximum extent practicable the following criteria have been consider site constraints in meeting the standard, undesirable effects or risk in meeting the standard, and the environmental benefit of meeting the standard compared to the cost, by evaluating the following:
 - The potential for downstream flooding;
 - Upstream and downstream habitat (in-stream habitat, wetlands);
 - Potential for erosion and head-cutting;
 - Stream stability;
 - Habitat fragmentation caused by the crossing;
 - The amount of stream mileage made accessible by the improvements;
 - Storm flow conveyance;



Provided by MassDEP:
MassDEP File Number
Document Transaction Number

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Appendix A: Ecological Restoration Limited Project Checklists

West Newbury
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Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Eligibility Criteria - Coastal Ecological Restoration Limited Projects (310 CMR 10.24(8)) (Cont.)

Additional Eligibility Criteria for Specific Coastal Ecological Restoration Limited Project Types

- Engineering design constraints specific to the crossing;
- Hydrologic constraints specific to the crossing;
- Impacts to wetlands that would occur by improving the crossing;
- Potential to affect property and infrastructure; and
- Cost of replacement.

Eligibility Criteria - Inland Ecological Restoration Limited Project (310 CMR 10.53(4))

Complete this Eligibility Criteria Checklist *before* filling out a Notice of Intent Application to determine if your project qualifies as an Inland Ecological Restoration Limited Project. (310 CMR 10.53(4)) Sign the Eligibility Certification at the end of Appendix A, and attach the checklist with supporting documentation and the Eligibility Certification to your Notice of Intent Application.

General Eligibility Criteria for All Inland Ecological Restoration Limited Projects

Notwithstanding the requirements of any other provision of 310 CMR 10.25 through 10.35, 310 CMR 10.54 through 10.58, and 310 CMR 10.60, the Issuing Authority may issue an Order of Conditions permitting an Ecological Restoration Project listed in 310 CMR 10.53(4)(e) as an Ecological Restoration Limited Project and impose such conditions as will contribute to the interests identified in M.G.L. c. 131, § 40, provided that:

- The project is an Ecological Restoration Project as defined in 310 CMR 10.04 and is a project type listed below [310 CMR 10.53(4)(e)].
 - Dam Removal
 - Freshwater Stream Crossing Repair and Replacement
 - Stream Daylighting
 - Tidal Restoration
 - Rare Species Habitat Restoration
 - Restoring Fish Passageways
 - Other (describe project type): 310 CMR 10.53 (4)(e)(5) invasive species management & the thinning or planting of vegetation to improve habitat



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Appendix A: Ecological Restoration Limited Project Checklists

West Newbury
City/Town

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Eligibility Criteria - Inland Ecological Restoration Limited Project (310 CMR 10.53(4)) (cont.)

General Eligibility Criteria for All Inland Ecological Restoration Limited Projects

- The project will further at least one of the WPA (M.G.L. c. 131, § 40) interests identified below.
 - Protection of public or private water supply
 - Protection of ground water supply
 - Flood control
 - Storm damage prevention
 - Prevention of pollution
 - Protection of land containing shellfish
 - Protection of fisheries
 - Protection of wildlife habitat
- If the project will impact an area located within estimated habitat which is indicated on the most recent Estimated Habitat Map of State-Listed Rare Wetlands, a NHESP preliminary written determination is attached to the NOI submittal that the project will have no adverse long-term and short-term effects on specified habitat sites of Rare Species or the project will be carried out in accordance with an approved NHESP habitat management plan.
- The project will be carried out in accordance with any time of year restrictions or other conditions recommended by the Division of Marine Fisheries for coastal waters and the Division of Fisheries and Wildlife in accordance with 310 CMR 10.11(3).
- If the project involves the dredging of 100 cubic yards of sediment or more or dredging of any amount in an Outstanding Resource Water, a Water Quality Certification has been applied for or obtained.
- The project complies with all applicable provisions of 310 CMR 10.53(1), (2), (7), and (8).



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Appendix A: Ecological Restoration Limited Project Checklists

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Eligibility Criteria - Inland Ecological Restoration Limited Project (310 CMR 10.53(4)) (cont.)

Additional Eligibility Criteria for Specific Inland Ecological Restoration Limited Project Types

These additional criteria must be met to qualify as an Ecological Restoration Limited Project to ensure that the restoration and improvement of the natural capacity of a Resource Area to protect and sustain the interests identified in the WPA is **necessary** to achieve the project's ecological restoration goals.

- This project application meets the eligibility criteria for Ecological Restoration Limited Project in accordance with [310 CMR 10.53(4)(a) through (d) and as proposed, furthers at least one of the WPA interests is for the project type identified below:
 - Dam Removal**
 - Project is consistent with MassDEP's 2007 Dam Removal Guidance.
 - Freshwater Stream Crossing Repair and Replacement.** The project as proposed and the NOI describes how:
 - Meeting the eligibility criteria set forth in 310 CMR 10.13 would result in significant stream instability or flooding hazard that cannot otherwise be mitigated, and site constraints make it impossible to meet said criteria.
 - The project design ensures that the stability of the bank is NOT impaired.
 - To the maximum extent practicable, the project provides for the restoration of the stream upstream and downstream of the structure as needed to restore stream continuity and eliminate barriers to aquatic organism movement.
 - The project complies with the requirements of 310 CMR 10.53(7) and (8).
 - Stream Daylighting Projects**
 - The project meets the eligibility criteria for Ecological Restoration Limited Project [310 CMR 10.53(4)(a) through (d)] and as proposed the NOI describes how the proposed project meets to the maximum extent practicable, consistent with the project's ecological restoration goals, all the performance standards for Bank and Land Under Water Bodies and Waterways.
 - The project meets the requirements of 310 CMR 10.12(1) and (2) and a wildlife habitat evaluation is not included in the NOI.
 - Tidal Restoration Project**
 - Restores tidal flow.
 - the project, including any proposed flood mitigation measures, will not significantly increase flooding or storm damage to the built environment, including without limitation, buildings, wells, septic systems, roads or other man-made structures or infrastructure.



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Appendix A: Ecological Restoration Limited Project Checklists

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Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Eligibility Criteria - Inland Ecological Restoration Limited Project (310 CMR 10.53(4)) (cont.)

- Other Ecological Restoration Projects** that meet the criteria set forth in 310 CMR 10.53 (4) (a) through (d).
 - Restoration, enhancement, or management of Rare Species habitat.
 - Restoration of hydrologic and habitat connectivity.
 - Removal of aquatic nuisance vegetation to impede eutrophication.
 - Thinning or planting of vegetation to improve habitat value.
 - Riparian corridor re-naturalization.
 - River floodplain re-connection.
 - In-stream habitat enhancement.
 - Fill removal and re-grading.
 - Flow restoration.
 - Installation of fish passage structures.
 - Invasive species management.
 - Other. Describe: _____
- This project involves the construction, repair, replacement or expansion of public or private infrastructure. (310 CMR 10.53(7))
 - The NOI attachment labeled _____ is an operation and maintenance plan to ensure that the infrastructure will continue to function as designed.
 - The operation and maintenance plan will be implemented as a continuing condition in the Order of Conditions and the Certificate of Compliance.
- This project replaces an existing stream crossing (310 CMR 10.53(8)). The crossing type:
 - Replaces an existing non-tidal crossing designed to comply with the Massachusetts Stream Crossing Standards to the maximum extent practicable with details provided in the NOI.
 - Replaces an existing tidal crossing that restricts tidal flow. The tidal restriction will be eliminated to the maximum extent practicable.



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Appendix A: Ecological Restoration Limited Project Checklists

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Eligibility Criteria - Inland Ecological Restoration Limited Project (310 CMR 10.53(4)) (cont.)

Provided by MassDEP:

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- At a minimum, in evaluating the potential to comply with the standards to the maximum extent practicable the following criteria have been consider site constraints in meeting the standard, undesirable effects or risk in meeting the standard, and the environmental benefit of meeting the standard compared to the cost, by evaluating the following:
 - The potential for downstream flooding;
 - Upstream and downstream habitat (in-stream habitat, wetlands);
 - Potential for erosion and head-cutting;
 - Stream stability;
 - Habitat fragmentation caused by the crossing;
 - The amount of stream mileage made accessible by the improvements;
 - Storm flow conveyance;
 - Engineering design constraints specific to the crossing;
 - Hydrologic constraints specific to the crossing;
 - Impacts to wetlands that would occur by improving the crossing;
 - Potential to affect property and infrastructure; and
 - Cost of replacement.



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Appendix A: Ecological Restoration Limited Project Checklists

West Newbury
City/Town

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40 Required Actions (310 CMR 10.11)

Complete the Required Actions before submitting a Notice of Intent Application for an Ecological Restoration Project and submit a completed copy of this Checklist with the Notice of Intent.

Massachusetts Environmental Policy Act (MEPA) / Environmental Monitor
<https://www.mass.gov/service-details/the-environmental-monitor>

For Ecological Restoration Limited Projects, there are no changes to MEPA requirements.

Submit written notification at least 14 days prior to the filing of a Notice of Intent (NOI) to the Environmental Monitor for publication. A copy of the written notification is attached and provides at minimum:

- A brief description of the proposed project.
- The anticipated NOI submission date to the conservation commission.
- The name and address of the conservation commission that will review the NOI.
- Specific details as to where copies of the NOI may be examined or acquired and where to obtain the date, time, and location of the public hearing.

Massachusetts Endangered Species Act (MESA) /Wetlands Protection Act Review

Preliminary Massachusetts Endangered Species Act Review from the Natural Heritage and Endangered Species Program (NHESP) has been met and the written determination is attached.

Supplemental Information for Endangered Species Review has been submitted.

1. Percentage/acreage of property to be altered:

a. Within Wetland Resource Area _____
Percentage/acreage

b. Outside Wetland Resource Area _____
Percentage/acreage

2. Assessor's Map or right-of-way plan of site

3. Project plans for entire project site, including wetland resource areas and areas outside of wetlands jurisdiction, showing existing and proposed conditions, existing and proposed tree/vegetation clearing line, and clearly demarcated limits of work.

4. Project description (including description of impacts outside of wetland resource area & buffer zone)

5. Photographs representative of the site

6. MESA filing fee (fee information available at <https://www.mass.gov/how-to/how-to-file-for-a-mesa-project-review>)



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Appendix A: Ecological Restoration Limited Project Checklists

West Newbury
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Massachusetts Wetlands Protection Act M.G.L. c. 131, §40
Required Actions (310 CMR 10.11) (cont.)

Make check payable to "Commonwealth of Massachusetts - NHESP" and mail to NHESP:

Natural Heritage & Endangered Species Program
MA Division of Fisheries & Wildlife
1 Rabbit Hill Road
Westborough, MA 01581

- 7. Projects altering 10 or more acres of land, also submit:
 - a. Vegetation cover type map of site
 - b. Project plans showing Priority & Estimated Habitat boundaries

OR Check One of the Following:

- 1. Project is exempt from MESA review.

Attach applicant letter indicating which MESA exemption applies. (See 321 CMR 10.14, <https://www.mass.gov/service-details/ma-endangered-species-act-mesa-overview>; the NOI must still be sent to NHESP if the project is within estimated habitat pursuant to 310 CMR 10.37 and 10.59 – see C4 below)

- 2. Separate MESA review ongoing.

a. NHESP Tracking # _____

b. Date submitted to NHESP _____

- 3. Separate MESA review completed. Include copy of NHESP "no Take" determination or valid Conservation & Management Permit with approved plan.

Estimated Habitat Map of State-Listed Rare Wetlands Wildlife

If a portion of the proposed project is located in **Estimated Habitat of Rare Wildlife** as indicated on the most recent Estimated Habitat Map of State-Listed Rare Wetland Wildlife published by the Natural Heritage and Endangered Species Program (NHESP), complete the portion below. To view habitat maps, see the **Massachusetts Natural Heritage Atlas** or view the maps electronically at: <https://www.mass.gov/guides/masswildlife-publications#-massachusetts-natural-heritage-atlas->

A preliminary written determination from Natural Heritage and Endangered Species Program (NHESP) must be obtained indicating that:

Project will NOT have long- or short-term adverse effect on the actual Resource Area located within estimated habitat indicated on the most recent Estimated Habitat Map of State-Listed Rare Wetlands Wildlife published by NHESP.

Project will have long- or short-term adverse effect on the actual Resource Area located within estimated habitat indicated on the most recent Estimated Habitat Map of State-Listed Rare Wetlands Wildlife published by NHESP. A copy of NHESP's written preliminary determination in accordance with 310 CMR 10.11(2) is attached. This specifies:

Date of the map: _____



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Appendix A: Ecological Restoration Limited Project Checklists

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Required Actions (310 CMR 10.11) (cont.)

- If the Rare Species identified is/are likely to continue to be located on or near the project, and if so, whether the Resource Area to be altered is in fact part of the habitat of the Rare Species.
- That if the project alters Resource Area(s) within the habitat of a Rare Species:
- The Rare Species is identified;
- NHESP's recommended changes or conditions necessary to ensure that the project will have no short or long term adverse effect on the habitat of the local population of the Rare Species is provided; or
- An approved NHESP habitat management plan is attached with this Notice of Intent.

Send the request for a preliminary determination to:
Natural Heritage & Endangered Species Program
MA Division of Fisheries & Wildlife
1 Rabbit Hill Road
Westborough, MA 01581

Division of Marine Fisheries

- If the project will occur within a coastal waterbody with a restricted Time of Year, [see Appendix B of the Division of Marine Fisheries (DMF) Technical Report TR 47 "Marine Fisheries Time of Year Restrictions (TOYs) for Coastal Alteration Projects" dated April 2011 <https://www.nae.usace.army.mil/Portals/74/docs/regulatory/StateGeneralPermits/MA/TR-47.pdf>].
- Obtain a DMF written determination stating:
 - The proposed work does NOT require a TOY restriction.
 - The proposed work requires a TOY restriction. Specific recommended TOY restriction and recommended conditions on the proposed work is attached.
- If the project may affect a diadromous fish run [re: Division of Marine Fisheries (DMF) Technical Reports TR 15 through 18, dated 2004: <https://www.mass.gov/service-details/marine-fisheries-technical-reports>]
- Obtain a DMF written determination stating:
 - The design specifications and operational plan for the project are compatible with the passage requirements of the fish run.
 - The design specifications and operational plan for the project are not compatible with the passage requirements of the fish run.



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Appendix A: Ecological Restoration Limited Project Checklists

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40
Required Actions (310 CMR 10.11) (cont.)

Provided by MassDEP:
MassDEP File Number
Document Transaction Number

West Newbury
City/Town

Send the request for a written or electronic determination to:

South Shore – Cohasset to Rhode Island border,
and the Cape & Islands:
Division of Marine Fisheries –
South Coast Field Station
Attn: Environmental Reviewer
836 South Rodney French Blvd.
New Bedford, MA 02744
Email: DMF.EnvReview-South@state.ma.us

North Shore – Hull to New Hampshire border:
Division of Marine Fisheries –
North Shore Field Station
Attn: Environmental Reviewer
30 Emerson Avenue
Gloucester, MA 01930
Email: DMF.EnvReview-North@state.ma.us

- Division of Fisheries and Wildlife** – <https://www.mass.gov/orgs/division-of-fisheries-and-wildlife>
 - Projects that involve silt-generating, in-water work that will impact a non-tidal perennial river or stream and the in-water work will not occur between May 1 and August 30.
 - Obtain a written determination from the Division of Fisheries and Wildlife (DFW) as to whether the proposed work requires a TOY restriction.
 - The proposed work does NOT require a TOY restriction.
 - The proposed work requires a TOY restriction. The DFW determination with TOY restriction and other conditions is attached.
- MassDEP Water Quality Certification**
 - Project involves dredging of 100 cubic yards or more in a Resource Area or dredging of any amount in an Outstanding Resource Water (ORW). A copy and proof of the MassDEP Water Quality Certification pursuant to 314 CMR 9.00 is attached to the NOI.
 - This project is a Combined Permit Application for 401 Dredging and Restoration (BRP WW 26).
- MassDEP Wetlands Restriction Order**

Is any portion of the site subject to a Wetlands Restriction Order under the Inland Wetlands Restriction Act (M.G.L. c. 131, § 40A) or the Coastal Wetlands Restriction Act (M.G.L. c. 130, § 105)?

Yes No
- Department of Conservation and Recreation**

Office of Dam Safety

 - For Dam Removal Projects, obtain a written determination from the Department of Conservation and Recreation Office of Dam Safety that the dam is not subject to the jurisdiction of the Office under 302 CMR 10.00, a written determination that the dam removal does not require a permit under 302 CMR 10.00 or a permit authorizing the dam removal in accordance with 302 CMR 10.00 has been issued.



WPA Form 3 – Notice of Intent

Appendix A: Ecological Restoration Limited Project Checklists

West Newbury
City/Town

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40
Required Actions (310 CMR 10.11) (cont.)

Areas of Critical Environmental Concern (ACECs)

Is any portion of the proposed project within an Area of Critical Environmental Concern (ACEC)?

- Yes No If yes, provide name of ACEC (see instructions to WPA Form 3 or MassDEP Website for ACEC locations).

Name of ACEC

Minimum Required Documents (310 CMR 10.12)

Complete the Required Documents Checklist below and provide supporting materials before submitting a Notice of Intent Application for an Ecological Restoration Project.

- This Notice of Intent meets all applicable requirements outlined in for Ecological Restoration Projects in 310 CMR 10.12. Use the checklist below to ensure that all documentation is included with the NOI.

At a minimum, a Notice of Intent for an Ecological Restoration Project shall include the following:

- Description of the project's ecological restoration goals;
- The location of the Ecological Restoration Project;
- Description of the construction sequence for completing the project;
- A map of the Areas Subject to Protection Under M.G.L. c. 131, § 40, that will be temporarily or permanently altered by the project or include habitat for Rare Species, Habitat of Potential Regional and Statewide Importance, eel grass beds, or Shellfish Suitability Areas.
- The method for BVW and other resource area boundary delineations (MassDEP BVW Field Data Form(s), Determination of Applicability, Order of Resource Area Delineation, etc.) is attached with documentation methodology.
- List the titles and dates for all plans and other materials submitted with this NOI.

a. Plan Title

b. Prepared by

c. Signed and Stamped by

d. Final Revision Date

e. Scale

Marked up aerial maps of project locations

08/15/2023

f. Additional Plan or Document Title

g. Date

- If there is more than one property owner, attach a list of these property owners not listed on this form.
- Attach NOI Wetland Fee Transmittal Form.



WPA Form 3 – Notice of Intent

Appendix A: Ecological Restoration Limited Project Checklists

West Newbury
City/Town

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40 Minimum Required Documents (310 CMR 10.12)

- An evaluation of any flood impacts that may affect the built environment, including without limitation, buildings, wells, septic systems, roads or other man-made structures or infrastructure as well as any proposed flood impact mitigation measures;
- A plan for invasive species prevention and control;
- The Natural Heritage and Endangered Species Program written determination in accordance with 310 CMR 10.11(2), if needed;
- Any Time of Year restrictions and/or other conditions recommended by the Division of Marine Fisheries or the Division of Fisheries and Wildlife in accordance with 310 CMR 10.11(3), (4), (5), if needed;
- Proof that notice was published in the Environmental Monitor as required by 310 CMR 10.11(1);
- A certification by the applicant under the penalties of perjury that the project meets the eligibility criteria set forth in 310 CMR 10.13;
- If the Ecological Restoration Project involves the construction, repair, replacement or expansion of infrastructure, an operation and maintenance plan to ensure that the infrastructure will continue to function as designed;
- If the project involves dredging of 100 cubic yards or more or dredging of any amount in an Outstanding Resource Water, a Water Quality Certification issued by the Department pursuant to 314 CMR 9.00;
- If the Ecological Restoration Project involves work on a stream crossing, information sufficient to make the showing required by 310 CMR 10.24(10) for work in a coastal resource area and 310 CMR 10.53(8) for work in an inland resource area; and
- If the Ecological Restoration Project involves work on a stream crossing, baseline photo-points that capture longitudinal views of the crossing inlet, the crossing outlet and the upstream and downstream channel beds during low flow conditions. The latitude and longitude coordinates of the photo-points shall be included in the baseline data.
- This project is subject to provisions of the MassDEP Stormwater Management Standards. A copy of the Stormwater Report as required by the Stormwater Management Standards per 310 CMR 10.05(6)(k)-(q) is attached.
- Provide information as to whether the project has the potential to impact private water supply wells including agricultural or aquacultural wells or surface water withdrawal points.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

Provided by MassDEP:
MassDEP File Number
Document Transaction Number

WPA Form 3 – Notice of Intent

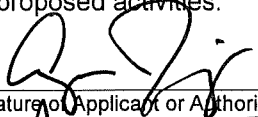
Appendix A: Ecological Restoration Limited Project Checklists

West Newbury
City/Town

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Certification that the Ecological Restoration Project Meets the Eligibility Criteria

I hereby certify under penalties of perjury that the Ecological Restoration Project Notice of Intent application does not meet the Eligibility criteria for an Ecological Restoration Order of Conditions set forth in 310 CMR 10.13, but does meet the Eligibility Criteria for a Ecological Restoration Limited Project set forth in 10.24(8) or 10.53(4) whichever is applicable. I certify that I am familiar with the information contained in the application, and that to the best of my knowledge and belief such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities.



Signature of Applicant or Authorized Agent
Angus Jennings


Printed Name of Applicant or Authorized Agent
Date 8/16/23


The certification must be signed by the applicant; however, it may be signed by a duly authorized agent (named in Item 2) if this form is accompanied by a statement by the applicant designating the agent and agreeing to furnish upon request, supplemental information in support of the application.


Cherry Hill Conservation Land

8/14/2023

KEY:

 Property lines of town owned parcels

 Approximate extent of BVW on town land (based on field observation and GIS review)

 Approximate extent of phragmites population to be managed. The phragmites in this area is a dense population.



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

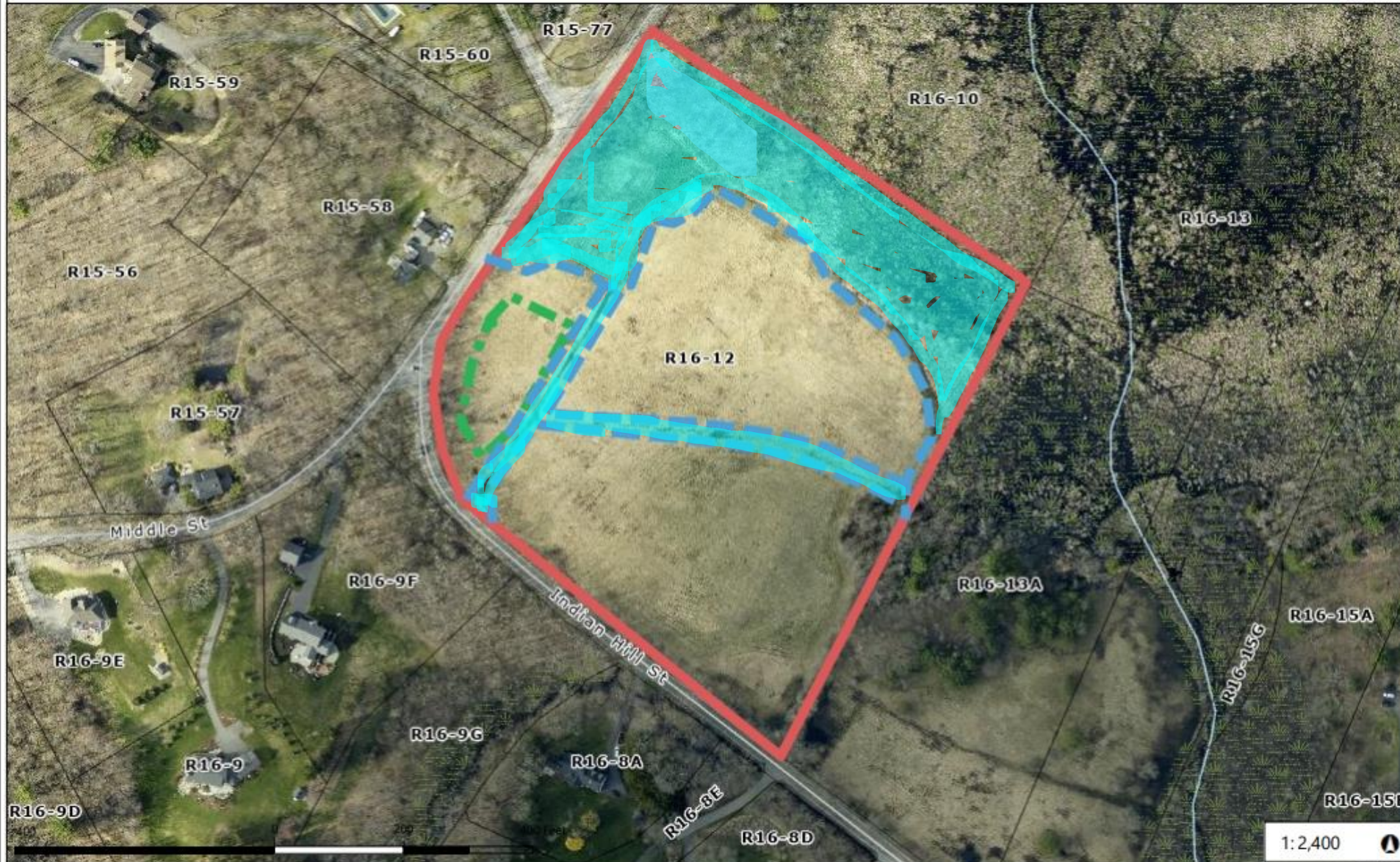
 MVPC Boundary	 Parcel	 Roads	 Intestate	 Major Road	 Local Road	 Trails	 Easements	 Streams	 Wetlands
---	--	---	---	---	--	--	---	---	--




© Merrimack Valley Planning Commission


Field at corner of Middle St and Indian Hill St


8/15/2023



KEY:

 Property lines of town owned parcels

 Approximate extent of BWV on town land (based on field observation and GIS review)

 Approximate extent of phragmites population to be managed. The phragmites population here is sparse growing in ruts that hold water created through years of agricultural use.

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

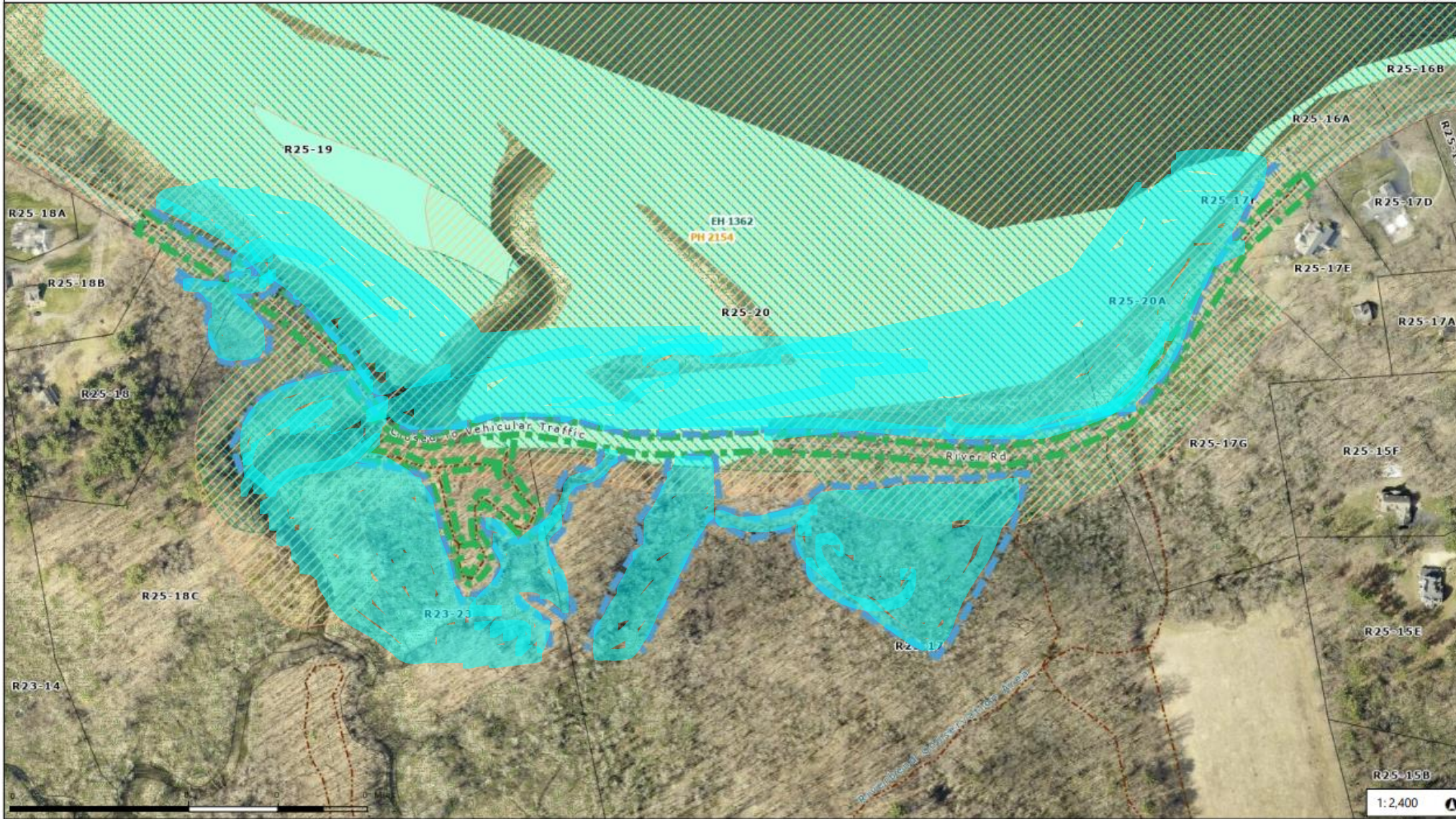
Legend

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





Riverbend and Tupelo Trails


8/15/2023





KEY:

 Approximate extent of BVW on town land (based on field observation and GIS review)

 Area of woody invasive plant management. The management area is limited to within 5-10' of the town's Riverbend and Tupelo Trails














 NHESP Priority Habitats of Rare Species

 NHESP Estimated Habitats of Rare Wildlife

 NHESP Natural Communities

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

Legend

-  MVPC Boundary
-  Wetlands
-  NHESP Certified Vernal Pools
-  NHESP Potential Vernal Pools
-  NHESP Priority Habitats of Rare Species
-  NHESP Estimated Habitats of Rare Wildlife
-  NHESP Natural Communities
-  Parcels
-  Roads
-  Interstate
-  Major Road
-  Local Road
-  Trails



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Conservation

From: Conservation
Sent: Tuesday, August 15, 2023 1:46 PM
To: 'MEPA@mass.gov'
Cc: Angus Jennings; [REDACTED]
Subject: Request to Publish Notice in the Env. Monitor | Invasive plant management on town owned parcels, West Newbury
Attachments: Environmental Monitor Notice.pdf

Hello,

We would like to request to publish the attached Notice for an Environmental Notification in the next available Environmental Monitor. Could you advise which publication date this will be issued in?

Please let me know if you have any questions.

Thank you,

Michelle Greene
Conservation Agent
Town of West Newbury
381 Main Street
West Newbury, MA 01985
Office: (978) 363-1100 x126
Mobile: (978) 891-0238
conservation@wnewbury.org

The full moon on August 1st is dubbed the sturgeon moon as it rose when the fish were abundant and most easily caught by Native American tribes. Today, fishing for sturgeon is prohibited in Massachusetts as the fish are in danger of becoming extinct. The Merrimack River supports two species of sturgeon, the Shortnose sturgeon and the Atlantic sturgeon. Learn more about these prehistoric looking fish [here](#) and [here](#).

To: The Environmental Monitor

From: Town of West Newbury

Date: August 15, 2023

Re: Notification of filing a Notice of Intent (NOI), "Cherry Hill Conservation Land"

Parcels: R17-6E, R17-6D, R17-6F; "Riverbend & Tupelo Trails" Parcel R23-23 and town right-of-way along abandoned portion of River Road; & "Middle Street / Indian Hill Street Field" Parcel: R16-12, West Newbury, MA.

Anticipated date of submission: NOI was submitted to MA DEP on 7/13/2023, amendment to NOI for ecological restoration limited project submission anticipated 8/15/2023

The proposed project is seeking approval to restore bordering vegetated wetland and riverfront area by invasive species removal in limited areas at 3 town owned properties in West Newbury, MA. This proposed project involves ecological restoration work that will improve the function and value of the resource areas. Following the removal and management of the invasive plant species, the area will be monitored by town staff and volunteers for revegetation. It is anticipated the seedbank is robust enough to support revelation of native species with volunteer efforts to pull emergent invasive plant species. The proposed project aims to protect the interests of the Wetlands Protection Act by improving the wetland resource areas which in turn will improve the habitat value.

Reviewing Conservation Commission(s):

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

Copies of the NOI may be examined or acquired from the Conservation Commission, by contacting the Conservation Agent, Michelle Greene, at conservation@wnewbury.org or 978-891-0238.

See Conservation Commission website for the meeting schedule for exact dates and agendas.



MASSWILDLIFE

DIVISION OF FISHERIES & WILDLIFE

1 Rabbit Hill Road, Westborough, MA 01581
p: (508) 389-6300 | f: (508) 389-7890
MASS.GOV/MASSWILDLIFE

August 03, 2023

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

W. Newbury Conservation Commission
381 Main St
West Newbury, MA 01985

RE: Applicant: Town of West Newbury
Project Location: Cherry Hill Conservation Land, Riverbend and Tupelo Trail, Middle Street/Indian Hill Street Field
Project Description: Invasive plant control
DEP Wetlands File No.: -
NHESP File No.: 23-8414

Dear Commissioners and Applicant:

The Natural Heritage & Endangered Species Program of the Massachusetts Division of Fisheries & Wildlife (the "Division") received a Notice of Intent and a project narrative for Invasive Plant Control in compliance with the rare wildlife species section of the Massachusetts Wetlands Protection Act Regulations (310 CMR 10.58(4)(b), 10.59). The Project proposes to manage invasive species using manual, mechanical and chemical means at multiple properties in West Newbury.

The Division has determined that this Project, as currently proposed, will occur **within** the actual habitat of the following species:

<u>Scientific Name</u>	<u>Common Name</u>	<u>Taxonomic Group</u>	<u>State Status</u>
<i>Acipenser brevirostrum</i>	Shortnose Sturgeon	Fish	Endangered
<i>Acipenser oxyrinchus</i>	Atlantic Sturgeon	Fish	Endangered
<i>Bidens eatonii</i>	Eaton's Beggar-ticks	Plant	Endangered
<i>Eriocaulon parkeri</i>	Parker's Pipewort	Plant	Endangered
<i>Floridobia winkleyi</i>	New England Siltsnail	Snail	Special Concern
<i>Sagittaria montevidensis ssp.</i>	Estuary Arrowhead	Plant	Endangered

MASSWILDLIFE

spongiosa

State-listed species and their habitats are protected in accordance with the MESA and state-listed rare wetland wildlife habitat is protected pursuant to the rare wildlife provisions of the WPA. In addition, the two fishes are also listed as Endangered pursuant to the federal Endangered Species Act of 1973 and its implementing regulations (16 USCA§§1531-1544, 50 CFR§17 & 402) administered by the United States Fish and Wildlife Service.

Wetlands Protection Act (WPA)

Based on a review of the information that was provided and the information that is currently contained in our database, the Division has determined that this project, as currently proposed, **will not adversely affect** the actual Resource Area Habitat of state-protected rare wildlife species. Therefore, it is our opinion that this project meets the state-listed species performance standard for the issuance of an Order of Conditions.

Please note that this determination addresses only the matter of rare wildlife habitat and does not pertain to other wildlife habitat issues that may be pertinent to the proposed project.

Massachusetts Endangered Species Act (MESA)

The MESA is administered by the Division, and prohibits the Take of state-listed species. The Take of state-listed species is defined as "in reference to animals...harm...kill...disrupt the nesting, breeding, feeding or migratory activity...and in reference to plants...collect, pick, kill, transplant, cut or process...Disruption of nesting, breeding, feeding, or migratory activity may result from, but is not limited to, the modification, degradation, or destruction of Habitat" of state-listed species (321 CMR 10.02).

The Division approves the Invasive Plant Control Plan provided that the attached conditions are met. Therefore, the proposed activities are exempt from MESA review pursuant to 321 CMR 10.14 which states: "[t]he following Projects and Activities shall be exempt from the requirements of 321 CMR 10.18 through 10.23...".

(15) The active management of State-listed Species habitat, including but not limited to mowing, cutting, burning, or pruning of vegetation, or removing exotic or invasive species, for the purpose of maintaining or enhancing the habitat for the benefit of rare species, provided that the management is carried out in accordance with a habitat management plan approved in writing by the Division"

Any changes to the proposed activities or any additional work beyond that described in the approved management plan may require a filing with the Division pursuant to MESA.

This approval is valid for five (5) years from the date of issuance. If you have any questions about this letter, please contact Alexandra Echandi at alexandra.echandi@mass.gov or 617-903-7977.

Sincerely,

A handwritten signature in black ink, reading "Everose Schlüter". The signature is written in a cursive style with a large initial 'E'.

Everose Schlüter, Ph.D.
Assistant Director

cc:

Attachment: List of Conditions

List of Conditions

Applicant: Town of West Newbury
Project Location: Cherry Hill Conservation Land, Riverbend and Tupelo Trail, Middle Street/Indian Hill Street Field
Project Description: Invasive plant control
NHESP File No.: 23-8414
Heritage Hub Form ID: RC-64792
Approved Plan: Invasive Plant Control Proposal
Plan date: 5/31/2023 Revised Date: N/A

To avoid a prohibited Take of state-listed species, the following condition(s) must be met:

1. **Rare Plant Avoidance Measures:** The Applicant shall implement the following state-listed plant avoidance measures when managing invasives within Priority Habitat 2154 (PH 2154):

Unless otherwise approved in writing by the Division, invasive management within Bordering Vegetated Wetlands (BVW) and below the Bank shall be limited to cut/paint applications by licensed herbicide applicators. Other management methods, including manual removal, require rare plant surveys by a Division approved botanist.

Attachment 1

This project is being done in 3 separate areas in town. The areas are commonly referred to the Cherry Hill Conservation Land, the Riverbend and Tupelo Trail, and the Middle Street / Indian Hill Street Field.

A. CHERRY HILL CONSERVATION LAND – 3 SEPARATE PARCELS MAKE UP THE AREA WHERE WORK WILL BE DONE

1: Project Location: Parcel 1

- a. Street Address:** 1 Cherry Hill Street (R17-6E)
- b. City/Town:** West Newbury
- c. Zip Code:** 01985
- d. Latitude:** 42.78510
- e. Longitude:** -70.95645
- f. Assessors Map/Plat Number:** R17
- g. Parcel/Lot Number:** 6E

3. Property Owner

- a. First Name:** N/A
- b. Last Name:** N/A
- c. Organization:** Town of West Newbury
- d. Street Address:** 381 Main Street
- e. City/Town:** West Newbury
- f. State:** MA
- g. Zip Code:** 01985
- h. Phone Number:** (978) 363-1100, ext. 111
- i. Fax:** N/A
- j. Email Address:** townmanager@wnewbury.org

8: Property Recorded at the Registry of Deeds for:

- a. County:** Essex South
- b. Certificate #:** N/A
- c. Book:** 19407
- d. Page:** 14

1: Project Location: Parcel 2

- a. Street Address:** 3 Cherry Hill Street (R17-6D)
- b. City/Town:** West Newbury
- c. Zip Code:** 01985
- d. Latitude:** 42.78524
- e. Longitude:** -70.95612
- f. Assessors Map/Plat Number:** R17
- g. Parcel/Lot Number:** 6D

3. Property Owner

- a. First Name:** N/A
- b. Last Name:** N/A
- c. Organization:** Town of West Newbury
- d. Street Address:** 381 Main Street
- e. City/Town:** West Newbury
- f. State:** MA
- g. Zip Code:** 01985

- h. **Phone Number:** (978) 363-1100, ext. 111
- i. **Fax:** N/A
- j. **Email Address:** townmanager@wnewbury.org

8: Property Recorded at the Registry of Deeds for:

- a. **County:** Essex South
- b. **Certificate #:** N/A
- c. **Book:** 19407
- d. **Page:** 14

1: Project Location: Parcel 3

- a. **Street Address:** 6 Moulton Street (R17-6F)
- b. **City/Town:** West Newbury
- c. **Zip Code:** 01985
- d. **Latitude:** 42.78497
- e. **Longitude:** -70.95575
- f. **Assessors Map/Plat Number:** R17
- g. **Parcel/Lot Number:** 6F

3. Property Owner

- a. **First Name:** N/A
- b. **Last Name:** N/A
- c. **Organization:** Town of West Newbury
- d. **Street Address:** 381 Main Street
- e. **City/Town:** West Newbury
- f. **State:** MA
- g. **Zip Code:** 01985
- h. **Phone Number:** (978) 363-1100, ext. 111
- i. **Fax:** N/A
- j. **Email Address:** townmanager@wnewbury.org

8: Property Recorded at the Registry of Deeds for:

- a. **County:** Essex South
- b. **Certificate #:** N/A
- c. **Book:** 19407
- d. **Page:** 16

B. RIVERBEND – RIVERBEND TRAIL WHICH IS THE RIGHT-OF-WAY ALONG ABANDONED PORTION OF RIVER ROAD AND ALONG THE EDGE OF THE TUPELO TRAIL

1: Project Location: Riverbend

- a. **Street Address:** Town owned right-of-way along the abandoned portion of River Road
- b. **City/Town:** West Newbury
- c. **Zip Code:** 01985
- d. **Latitude:** 42.81604
- e. **Longitude:** -70.96239
- f. **Assessors Map/Plat Number:** N/A
- g. **Parcel/Lot Number:** N/A

3. Property Owner

- a. **First Name:** N/A
- b. **Last Name:** N/A
- c. **Organization:** Town of West Newbury
- d. **Street Address:** 381 Main Street
- e. **City/Town:** West Newbury
- f. **State:** MA
- g. **Zip Code:** 01985
- h. **Phone Number:** (978) 363-1100, ext. 111
- i. **Fax:** N/A
- j. **Email Address:** townmanager@wnewbury.org

8: Property Recorded at the Registry of Deeds for:

- a. **County:** Essex South
 - b. **Certificate #:** N/A
 - c. **Book:**
 - d. **Page:**
-

1: Project Location: Tupelo Trail

- a. **Street Address:** Town of West Newbury
- b. **City/Town:** West Newbury
- c. **Zip Code:** 01985
- d. **Latitude:** 42.81543
- e. **Longitude:** -70.96213
- f. **Assessors Map/Plat Number:** R23
- g. **Parcel/Lot Number:** 23

3. Property Owner

- a. **First Name:** N/A
- b. **Last Name:** N/A
- c. **Organization:** Town of West Newbury
- d. **Street Address:** 381 Main Street
- e. **City/Town:** West Newbury
- f. **State:** MA
- g. **Zip Code:** 01985
- h. **Phone Number:** (978) 363-1100, ext. 111
- i. **Fax:** N/A
- j. **Email Address:** townmanager@wnewbury.org

8: Property Recorded at the Registry of Deeds for:

- a. **County:** Essex South
- b. **Certificate #:** N/A
- c. **Book:** 5874
- d. **Page:** 216

C. MIDDLE STREET / INDIAN HILL STREET FIELD

1: Project Location

- a. **Street Address:** 0 Middle Street
- b. **City/Town:** West Newbury
- c. **Zip Code:** 01985

- d. Latitude:** 42.793349
- e. Longitude:** -70.95695
- f. Assessors Map/Plat Number:** R16
- g. Parcel/Lot Number:** 12

3. Property Owner

- a. First Name:** N/A
- b. Last Name:** N/A
- c. Organization:** Board of Water Commissioners of the Town of West Newbury
- d. Street Address:** 381 Main Street
- e. City/Town:** West Newbury
- f. State:** MA
- g. Zip Code:** 01985
- h. Phone Number:** (978) 363-1100, ext. 127
- i. Fax:** N/A
- j. Email Address:** wnwater@wnewbury.org

8: Property Recorded at the Registry of Deeds for:

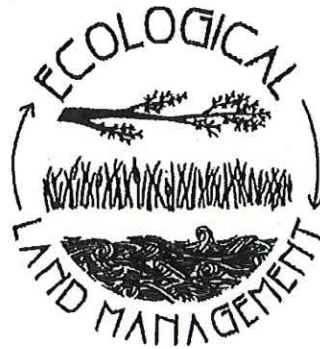
- a. – County:** Essex South
- b. – Certificate #:** N/A
- c. – Book:** 17284
- d. – Page:** 420

Project Narrative

This project is being undertaken by the Town of West Newbury to manage invasive plants through a professional contractor employing mechanical and chemical methods. The work will occur in three separate areas owned by the Town of West Newbury – Cherry Hill Conservation Land, the Riverbend & Tupelo Trail, and a field at the corner of Indian Hill Street and Middle Street. The invasive plants to be managed include Common Reed (*Phragmites australis*), Multiflora Rose (*Rosa multiflora*), *multiflora*) and Autumn Olive (*Elaeagnus umbellata*), Privet (*Ligustrum spp.*), Honeysuckle (*Lonicera spp.*), Oriental Bittersweet (*Celastrus orbiculatus*), and Japanese knotweed (*Allopija japonica*).

The attached proposal, which has been accepted by both the Town and the contractor, includes details on the methods to manage the specific invasives at each of the three areas. Work near sensitive areas i.e near the Merrimack River and Indian River will be done after the work area is flagged by the town's Conservation Agent to clearly demarcate the work area.

As indicated in the proposal, work to manage invasive plants at these parcels will need to continue beyond the length of the contract which terminates June 30, 2024. The work to monitor these areas and pull emergent invasive plants is planned to be done though a combination of volunteer and intern labor.



Invasive Plant Control Proposal

for

Town of West Newbury
RFP #2023-WN-005

Brian P. Collieran, MSo., Principal
www.ecologicallandmanagement.com
293 High Road, Newbury, MA 01951
978.558.1423



Michelle Greene, Conservation Agent
381 Main Street
West Newbury, MA
01985

5/31/2023

RE: RFP #2023-WN-005

Chair Mizner, Members of the Conservation Commission, & Conservation Agent Greene,

Thank you for the opportunity to offer a Proposal in response to the request for proposal, RFP #2023-WN-005, for Professional Invasive Plant Management. We – Ecological Land Management, LLC (prime contractor), Matthew Verson Vegetation Management (subcontractor) and Native Arboriculture (subcontractor) – believe that we are presenting the town with a course of work that effectively utilizes all of the available funding, establishes an ecologically meaningful stepping stone for future work to build upon, and takes advantage of scientific knowledge to calendar the work to maximize success. Our three firms are all purpose driven, putting our knowledge and skills to their best use by offering them to those who, like the Town of West Newbury, have a challenge that requires a very specific combination of experience and education. We believe that combining our separate specialties provides a service that is greater than the sum of its parts. We look forward to hearing your response to our proposal.

Thank you,



Brian Collieran, MS, CERP, PWS
Principal
Ecological Land Management, LLC
(978) 358-1423

978.358.1423
brian@ecologicallandmanagement.com



295 High Road, Newbury, MA 01951
www.ecologicallandmanagement.com

Key Personnel:

Brian Colleran is a Professional Wetland Scientist (PWS #2980) and Certified Ecological Restoration Practitioner (CERP #0173), possesses both the basic and advanced Field Botany certificates awarded by the Native Plant Trust (NPT) and is currently one of NPT's educators, is a graduate of the Massachusetts Association of Conservation Commission's (MACC) Fundamentals program, has been trained as an A level sawyer by the U.S. Forest Service, passed herbicide applicator tests in three states (MA. Pest. App. Lic. #AL-0053318), and has been a Conservation Commission Chair and Agent here in the Commonwealth. He has a long history in fluvial, riparian, and wetland projects; invasive species control work, and the regulation and management of natural areas. He has overseen a 100,000 dollar revegetation project along California's San Joaquin River; conducted controlled burns and fen restoration in Michigan, fuels management and reforestation in Nevada's High Sierra, and psychologically based desert restoration in Arizona; and led statewide efforts to control the spread of Itadori knotweed in the wake of Tropical Storm Irene in Vermont. His most recent project of similar scope and scale to what is proposed in RFP #2023-WN-005 was conducted at the Town of Lexington's Daisy Wilson Meadow, which began in 2021 and was completed in 2022. He recently completed service on a master's project committee for a University of New Hampshire master's students investigating the linkages between Itadori knotweed and erosion. This project was prompted by one of his four peer reviewed publications focused on Itadori knotweed: *Colleran B, Lacy S, Retamel MR (2020). Invasive Japanese knotweed (Reynoutria japonica Houtt.) and related knotweeds as catalysts for streambank erosion. River Research & Applications 36(9):1962-1969.* He is the Founder of, and Principal with, **Ecological Land Management, LLC.**

"The machine enslaves, the hand sets free" ~ Thomas Ayer has been in the green industry for over 10 years. Born and raised on the North Shore, he has done multiple large scale invasive plant management projects in the woods of Essex, Gloucester, and Rockport. From residential gardening he transitioned into arboriculture, where he developed his skill for identifying native and non native invasive species, and found his true passion for working in the woods. As his industry has been overtaken by larger equipment and high-tech machinery, he insists on staying low tech to maintain the human touch, preferring the use of hand tools to ensure his work is done carefully. When necessary, Thomas prefers to use equipment such as electric chainsaws, trimmers, and blowers to help reduce emissions, noise, and fatigue to ourselves, our customers, and the public. He encourages his customers to keep or spread any wood chips made to decompose naturally on site. The organic material can enrich soil while also removing the need to utilize less sustainable methods of waste disposal which create unnecessary emissions. He is the owner/operator of **Native Arboriculture**, in partnership with his wife Julia, who brings her own complementary suite of skills to any job they undertake.

"I Wish You'd Called Me 5 Years Ago" ~ Matt (MA. Pest. App. Lic. # AL-0049264) started **Matthew Verson Vegetation Management (MVVM)** in 2019 as the culmination of 20 years working in agriculture, horticulture, academia, and vegetation management. With several graduate degrees and certificates in Soils, Invasive Plant Control, Law, and Agroecology, Matt knows that most of New England's open spaces require active stewardship to bring about optimum wildlife function. Creating and Implementing a Vegetation Management Plan is a critical first step. As a licensed and insured pesticide applicator with the highest regard for native plants, MVVM is equipped to apply "subtractive landscape editing" for towns, farms, land trusts, HOA's, or private citizens seeking to steward their acreage. Matt has done invasive plant control for the towns of Northampton and Williamsburg, and has also worked to obtain WM04 permits and NOI approvals for private clients in the towns of Hadley and Monterrey. Matt loves to hike, fish, botanize, and ski around New England with his children and wife.

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Garrett S Sanders (MA. Pest. App. Lic. # AL-0054959) is an employee of MVVM, and has been working closely with Matt in horticulture for 5 years. After taking his pesticide applicators exam and also the Certificate in Invasive Plant Management offered by UMass Extension, Garrett has been a licensed applicator for one year. When Garrett is not studying native plants or killing invasive ones, he is fueling his interests in Raku (wood fired pottery), or trying to be a better fly fisherman than Matt.

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Outline of Proposed Services in response to
RFP #2023-WN-005:

This goal of the proposed work is to:

- Control phragmites populations at the Cherry & Indian Hill properties
- Establish the Riverbend Trail as demonstration area for invasive plant control, in a high visibility area, to help the Town build support for future land management efforts
- To prevent the loss of the Riverbend Trail due to encroachment by invasive flora, by controlling invasive flora between the trail and a rock wall running parallel with the trail, which appears to be ~10 – 15 feet from the trail, in most locations.
- To create a healthy buffer zone along the Merrimac River for fauna utilizing the rare wetland type as well as more upland habitats & reduce the negative impacts of an impaired buffer zone on a rare wetland type and its associated flora
- To expand grassland connectivity at Indian Hill

We are proposing that services outlined would require the appropriation of all available funds, and that Mr. Colleran be the primary point of contact for the Town / Prime Contractor. Mr. Verson & Mr. Sanders shall be primarily responsible for the herbicide work (“spray team”), while Mr. Colleran and Mr. Ayer will be primarily responsible for the other work (“cut/paint/chip”). Mr. Colleran will aid Mr. Verson with herbicide efforts if and when needed. Matthew Verson Vegetation Management & Native Arboriculture shall be considered as sub-contractors.

Scope of Services:

Cherry Hill & Indian Hill

Phragmites, Estimated Work Time - 6 Hours:

The stand of phragmites at the Cherry Hill property is estimated to be no closer than 470 feet to the Indian Hill Reservoir. This distance was determined by approximating the distance from the reservoir using the signs, trees, and fence posts along Moulton Street during a site visit, and using Massmapper to measure the distance of these landmarks to the Indian Hill Reservoir. Therefore, spraying this population, using a water safe glyphosate formulation (Roundup Custom; EPA Reg. No. 524-343) along with an aquatic approved surfactant and marker dye, will meet the regulatory thresholds set in 333 CMR 11.04, to not apply herbicides within 400 feet of a Class B drinking water uptake. Even so, all efforts will be taken to minimize the amount of herbicide utilized.

The population at the Indian Hill site is more dispersed, and with a less well-defined boundary. Even so, it is a relatively small population that can be meaningfully treated. Roundup Custom will also be used here, as this field has a series of wet ditches crisscrossing the property. Taken together, these stands appear to be manageable by Mr. Verson and Sanders in slightly more than a half day in the early autumn of 2023 by spraying after flower formation.

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River Road Trail:

Woody Invasives, Estimated Work Time – 32 hours cut/paint/chip & 22 hours herbicide application:

Breakdown of Estimated Work According to Trail Landmarks:

East of Bridge:

Between the eastern parking area and the bridge over the Indian River the density of invasive plants is significant though not severe. We propose that Mr. Ayer, Mr. Colleran, and an assistant spend a day cutting and dabbing larger invasive specimens with small volumes of aquatic approved herbicide (Roundup Custom; EPA Reg. No. 524-343). Smaller plants will be left behind for later spraying with a dilute concentration, to take place after most native species are dormant. The goal of this spray timing would be to cut down on risks to native species, and increase the effectiveness of herbicide being translocated throughout the root system of the invasives.

- o 8 hour cut/paint/chip team
- o 6 hour day spray team

Tupelo Trail Area:

On both the north and south side of the trail, this area is the least infested. A handful of larger shrubs will require a cut stump treatment. The time estimate for this section is being rolled into the “*West of Indian River Trail*” time estimate, though the work may end up being completed at the same time as the work to the west of the bridge.

High Tide Flood Area:

A small patch of Itadori knotweed is present here. Mr. Colleran would inject these plants as circumstances allow, or spray them. This work would be done in both September/October of 2023, and May of 2024. If injected, the same Roundup Custom used elsewhere for this project will be utilized at full strength, rather than diluted. Regarding woody invasives, the time estimate for this section is being rolled into the “*West of Indian River Trail*” time estimate, though the work may end up being completed at the same time as the work to the west of the bridge.

West of Indian River Trail:

Between the high tide flood area and the Indian river trail, the infestation along the southern edge of the trail becomes extreme. Managing the space between the trail and the rock wall would be done with herbicide, by Mr. Verson’s team. The goal would not be to completely eliminate invasive plants from this area (the seedbank is too full of invasive plants to realistically allow for such a goal), but rather to preserve the

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openness of the trail and allow room for native shrubs such as Nannyberry and Sweet Pepperbush to be more successful. In the same area, between the trail and the river, invasive plants would be sprayed, excepting those large enough to require a cut stump treatment.

- o 8 hour cut/paint/chip team, and including the same work in the high tide flood area and Tupelo trail area
- o 6 hour spray team

Between Indian River Trail and Riverbend Trail:

Between the two trails that lead away to the south, it is difficult to identify native plants in the understory. Managing the space between the trail and the rock wall would be done by Mr. Verson's team. The goal would not be to eliminate invasive plants from this area, but rather to preserve the openness of the trail. In the same area, between the trail and the river, invasive plants would be sprayed, excepting those large enough to require a cut stump treatment. This segment of the trail may consume the most time of any section as it contains many mature bittersweet vines. Bittersweet vines, once cut, will be left in the trees to decompose naturally.

- o 8 hour cut/paint/chip team
- o 6 hour spray team

East of Riverbend Trail:

Managing the space between the trail and the rock wall would be done by Mr. Verson's team. The goal would not be to eliminate invasive plants from this area, but rather to preserve the openness of the trail. In the same area, between the trail and the river, invasive plants would be sprayed, excepting those large enough to require a cut stump treatment, and bittersweet vines.

- o 8 hour cut/paint/chip team
- o 6 hour spray team

Options for the Commission:

During the site walk, there was much discussion of whether or not to chip larger plants that are cut down in the course of a cut stump treatment regime. Our professional opinion is that there is little ecological difference between chipping or not. The area has a very large seed bank of invasive plants, so removal of this year's seeds from the premises will not have an ecological impact, nor would spreading invasive plant chips into the existing seedbank. Our proposal, however, is based on on-site chipping, and spreading the chip into the woods, for primarily aesthetic reasons.

We expect the Commission to have thoughts on the matter of what to do with cut trees, and we feel that this particular detail is plastic enough to accommodate alternative considerations. A primary point we expect to be broached is that the work of chipping will take up a significant amount of time that might be put to ecological rather than aesthetic uses. Should the Commission choose to pursue a more ecologically

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oriented use of our services, we suggest that cut trees be allowed to remain where they fall. These fallen trees can be left to create ecological complexity in the understory, or perhaps removed by town staff, interns, or volunteers at a later date. It would also free up ~8 hours, or possibly more, for work that could be conducted elsewhere.

Alternatively, chips can be transported off site. However, depending on the time of year, taking any chipped seeds offsite does create potential for introducing seeds to new areas. In our professional opinions, we do not support this option primarily because it takes time away from the goal of managing the invasive flora.

Should the Commission decide against chipping, freeing the estimated 8 hours to be used elsewhere, we are proposing that a section of the Indian Hill property be treated with a cut stump methodology. This alternative work would be centered in the southern portion of the property, at the boundary of the R16-12 & R16-13A, as labeled in the RFP. It is here that the woodlands separating two grassy areas is thinnest, and where an ecologically meaningful connection could be made between these two habitats. Grasslands throughout the northeast are commonly broken up into smaller and smaller sections, and the opportunity to enlarge and connect these two would result in an ecologically meaningful result. As mentioned in ADDENDUM #1 to the RFP, the Town of West Newbury has begun utilizing controlled burns. Opening up this section of woodlands would create new opportunities for management using fire that were not previously available on this property.

Timeline:

Woody Invasive Trees: The cut/paint/chip, or cut/paint work, could take place at one of two timeframes, within, or outside of the growing season. We are proposing to do this work as early as possible in 2023. This will remove the larger trees which might act as an impediment to spraying. This is especially preferred if the Commission chooses not to chip downed invasive trees. Should the Commission choose to have us chip the trees, then winter cut/paint work would be preferable, as trees being taken out of the understory would be less likely to get caught up in other vegetation, which would slow the work significantly. Should this work be conducted outside of the growing season, some alterations to the chosen herbicide may be made, such as using a different aquatic approved herbicide for cut and paint work on bittersweet vines: Trycera (EPA Reg. No. 5905-580).

Woody Invasive Shrubs: Plants that are about the height of an herbicide applicator, or smaller, will be sprayed as late in the growing season as possible. Rather than stating the reasons for this, below please find an excerpt from the peer reviewed work - *Biol Invasions (2020) 22:3325-3337. Citizen scientist record novel leaf phenology of invasive shrubs in eastern U.S. forests. Maynard-Bean, Erynn et al.*

"Similarly, leaf off has been found to range from 2 to 6 weeks later for invasive shrubs (Harrington et al. 1989; Fridley 20212; O'Connell and Savage 2020)... Invasive shrubs can maintain leaves 77 days longer in a growing season, on average using 22% more days of the year than natives at the lowest latitudes studied (e.g. northern Tennessee and North Carolina). The difference decreased linearly to about 30 days at the highest latitude (e.g. southern Maine, mid-Minnesota)... While at the highest latitudes two-thirds of the difference between native and invasive growing seasons occurs in the fall."

Treating invasive shrubs with herbicide will therefore be done late in the growing season, after native shrubs have begun to lose their leaves. This will reduce the risk of spraying to other native shrubs.

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A late/spring early summer of 2024 follow up spray of new plants, and individuals that may not have been fully impacted by the 2023 spray will also be conducted, to improve overall results. It is expected that this could be accomplished in 4-6 hours.

Proposed Calendar for West Newbury Invasive Plant Control:

2023

July	Initiate Contract, initiate cut & paint work
August	continue cut & paint work
September (late)	Weather & phenology dependent 1st herbicide treatment of shrubs & knotweed
October (early)	Weather & phenology dependent 1st herbicide treatment of shrubs & knotweed
November	No Activities
December	No Activities

2024

January	No Activities
February	No Activities
March	No Activities
April	No Activities
May	No Activities
June	final herbicide treatment of newly grown plants, 2nd knotweed herbicide treatment /end of Contract
July	End of Contract

Expectations:

There is almost never a scenario where one intense treatment will rid an area of invasive vegetation. The most that can be guaranteed is 80% kill in year 1, and that is an optimistic scenario for some of the worst areas of the Riverbend Trail. In the second year, the progress made by 2023's work can be protected somewhat. However, future funding, labor, and likely both will be necessary to ensure that gains made by this work are not lost to the significant growth that we expect to see released from the on-site seedbank. Unless this work is actively continued, it is expected that invasive flora will quickly regain the locations they were eliminated from.

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Additional Terms:

- 1) The Town shall demarcate the southern extent of the work area south of the Riverbend Trail, generally utilizing the rock wall as a demarcation.
- 2) The Town shall be responsible for public outreach regarding when the herbicide work will be conducted, and if/when to limit public usage. Mr. Coleran will establish and communicate final work dates to all parties.
- 3) The Town will make the Riverbend Trail accessible to vehicles, for the purpose of bringing a truck towed chipper down the pathway, should invasive plants be chipped on site.
- 4) Signage: The Town of West Newbury shall allow the Prime & Sub Contractors to place a small sign at the work site with the Contractor's business name and contact information, for the duration of this contract.
- 5) Imagery: The Town of West Newbury shall allow the Prime & Sub Contractors and its assigns, licensees, and sublicensees, permission to use imagery obtained on the Town's property in any and all forms of media for commercial purposes, advertising, trade, personal use, or any and all other uses. Therefore, Contractors may use these images for presentations, on their websites, as well as associated social media accounts.

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Cherry Hill Conservation Land

05/30/2023



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|---|--|--|--|
| <ul style="list-style-type: none"> ▭ MVPC Boundary --- Trails | <ul style="list-style-type: none"> ▭ Parcels --- Easements | <ul style="list-style-type: none"> — Roads — Streams | Legend <ul style="list-style-type: none"> — Interstate — Major Road — Local Road ▭ Wetlands |
|---|--|--|--|

Projection: NAD_1983_StatePlane_Massachusetts_Meridian_FIPS_2001

Riverbend and Tupelo Trails

7/12/2023



Data source: Produced by Merrimack Valley Planning Commission (MVPC) using data provided by the Town of West Newbury & MassDOT. MVPC AND THE TOWN OF WEST NEWBURY MAKE NO WARRANTIES, EXPRESS 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.

<p>MVPC Boundary</p> <p>Wetlands</p> <ul style="list-style-type: none"> ■ NHESP Certified Vernal Pools ■ NHESP Potential Vernal Pools ■ NHESP Priority Habitats of Rare Parcels 	<p>Legend</p> <p>Roads</p> <ul style="list-style-type: none"> Interstate Major Road Local Road Trails Easements
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1:2,400



Projection: NAD 1983 StatePlane Massachusetts, UTM Zone 18Q, 2561

Indian Hill Street / Middle Street Field

07/12/2023



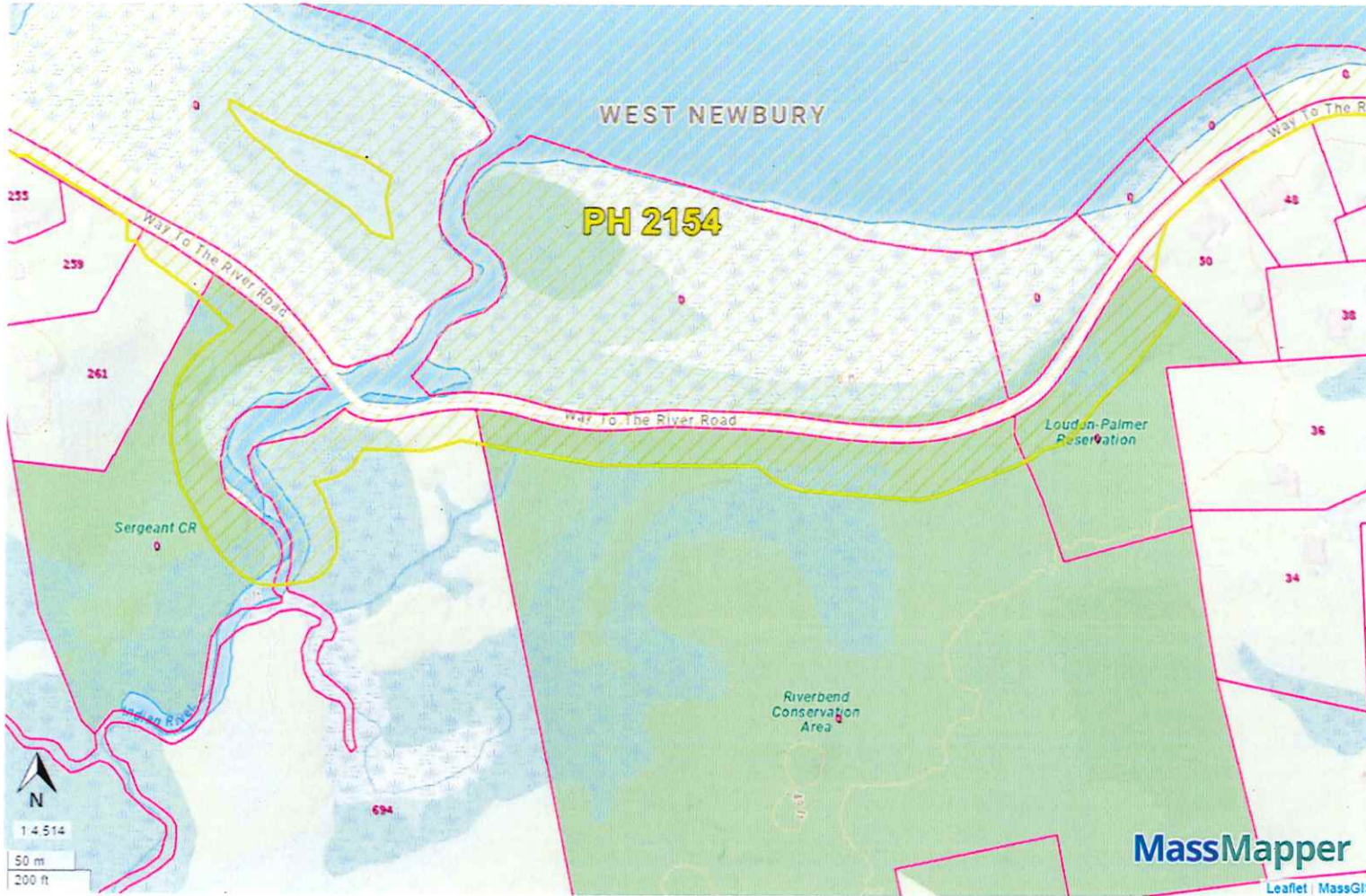
Data Sources: Produced by Merrimack Valley Planning Commission (MVPC) using data provided by the Town of West Newbury & MassGIS/MassGIS. MVPC AND THE TOWN OF WEST NEWBURY MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE ACCURACY, COMPLETENESS, RELIABILITY, OR SUITABILITY OF THESE DATA. THE TOWN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



<ul style="list-style-type: none"> MVPC Boundary Parcels Trails 	<ul style="list-style-type: none"> ● NHESP Certified Verna ● NHESP Potential Verna NHESP Priority Habitat NHESP Estimated Hab NHESP Natural Comm 	<p>Legend</p> <ul style="list-style-type: none"> Interstate Major Road Local Road Wetlands Easements Building Footprints
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Projection: NAD_1983_StatePlane_Massachusetts_Meridian_FIPS_2001

NHESP Map Riverbend and Tupelo

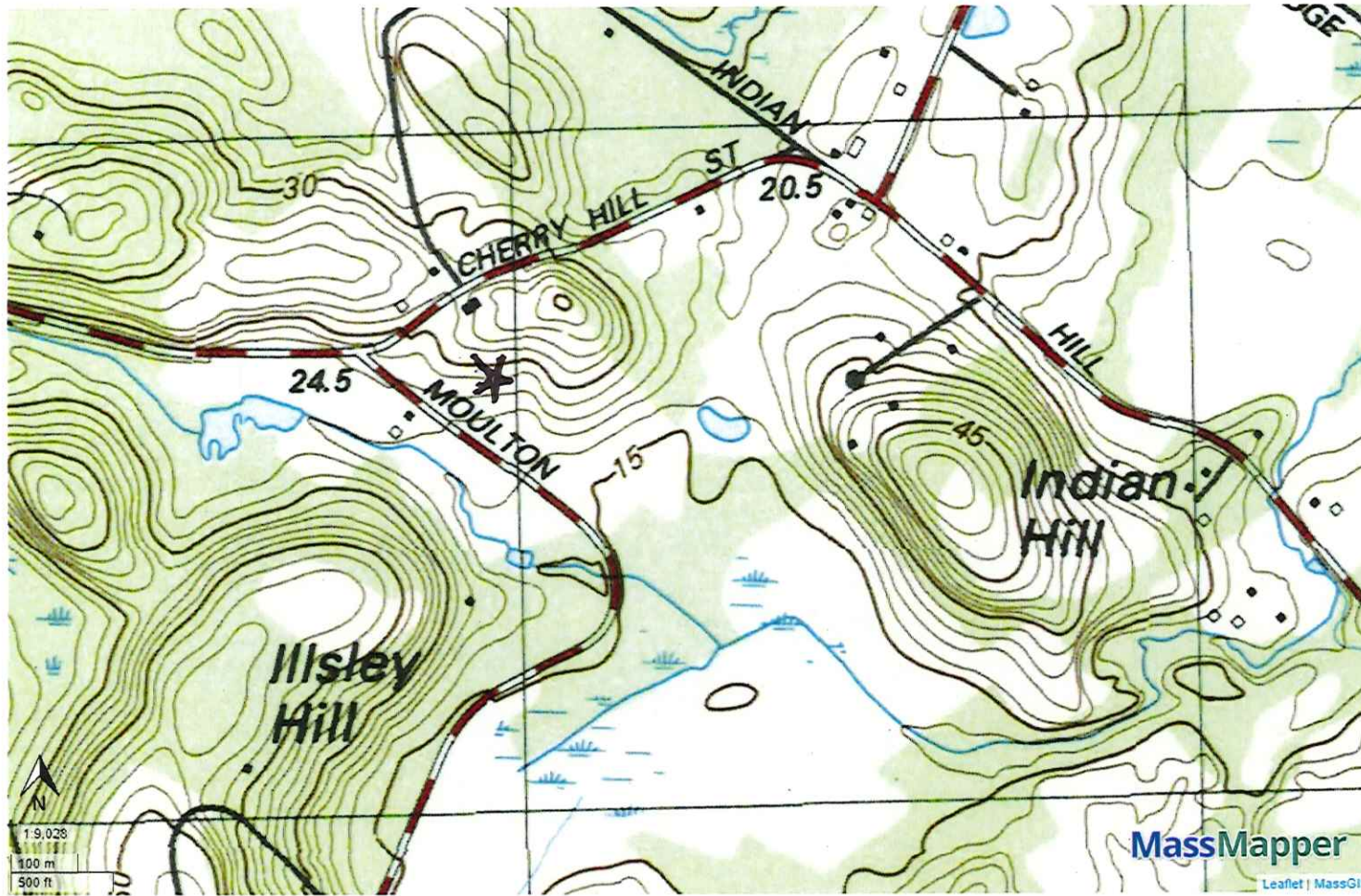


NHESP Priority Habitats of Rare Species



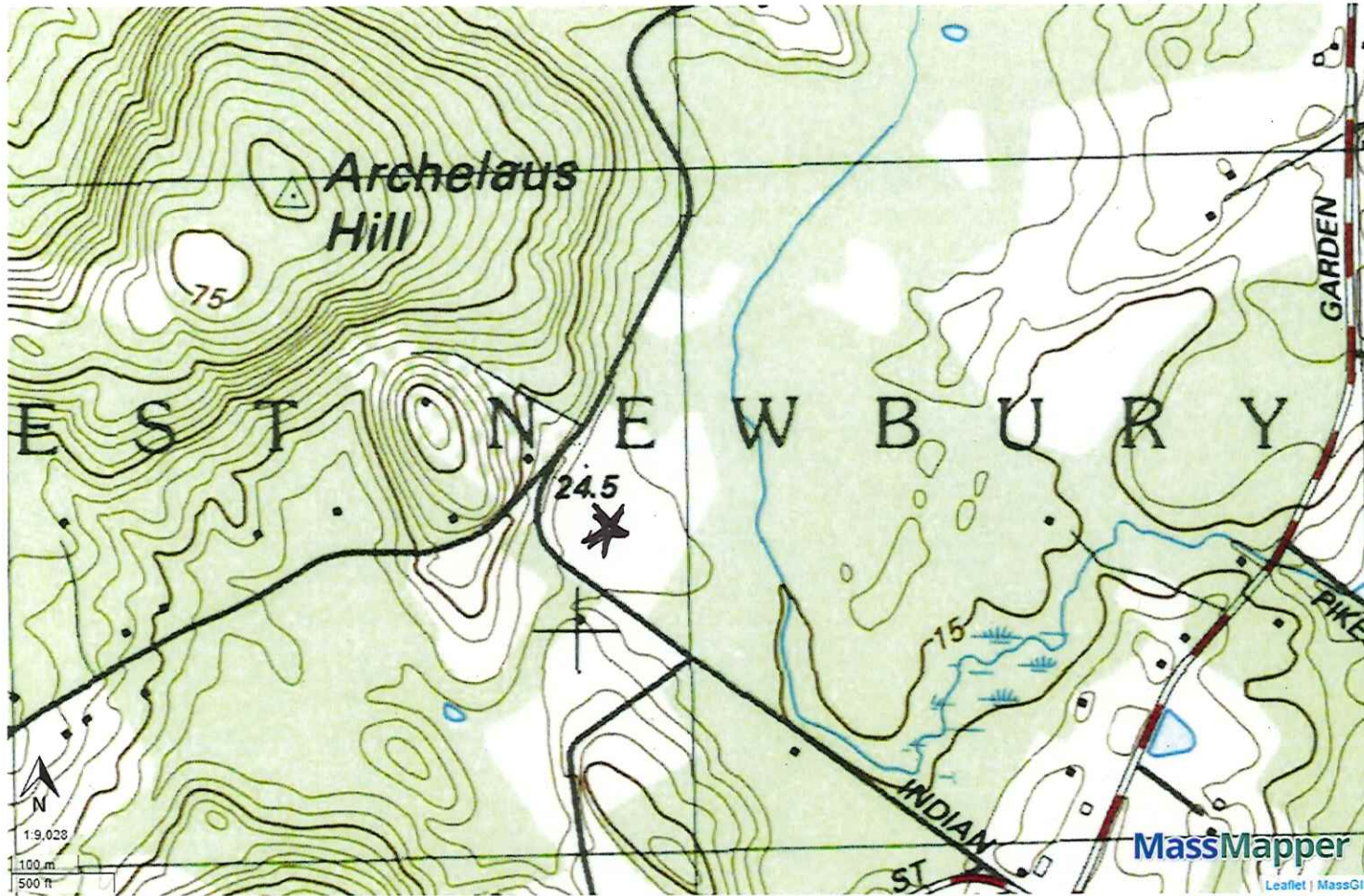
Property Tax Parcels

USGS Topo Map: Cherry Hill



USGS Topographic Maps
Property Tax Parcels

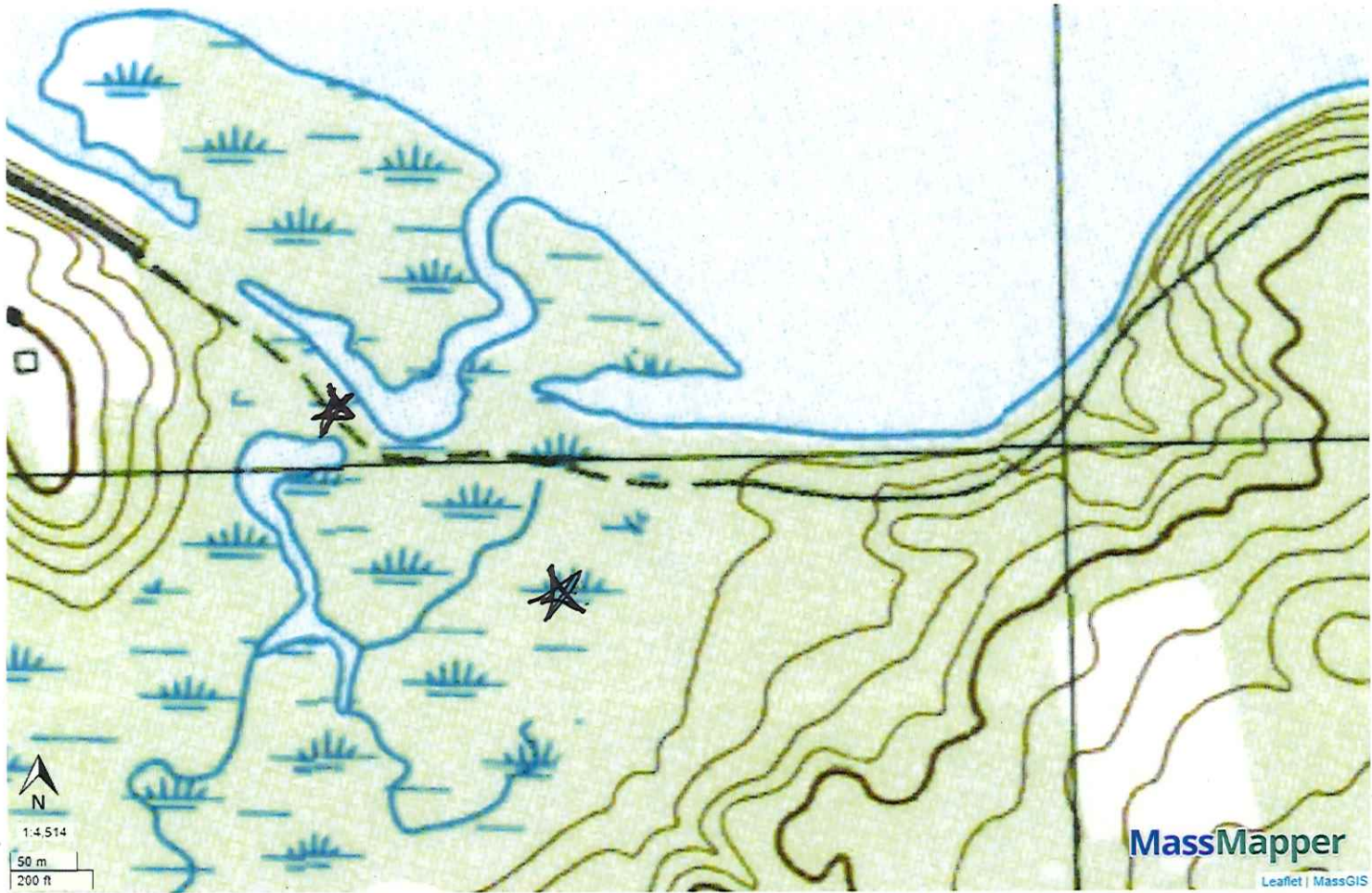
USGS Topo Map: Indian Hill & Middle Street Field



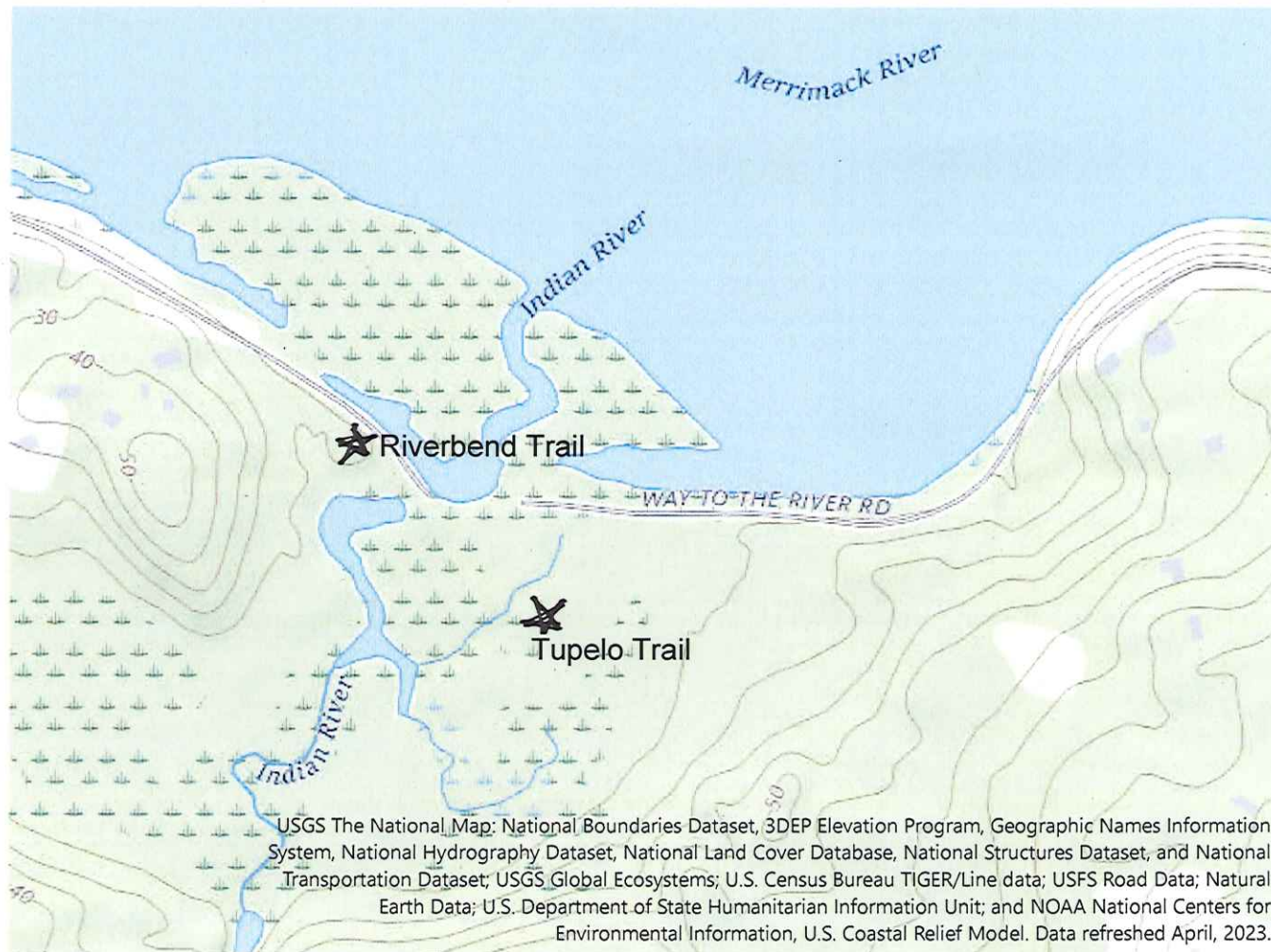
USGS Topographic Maps
Property Tax Parcels

USGS Topo Map: Riverbend & Tupelo Trails

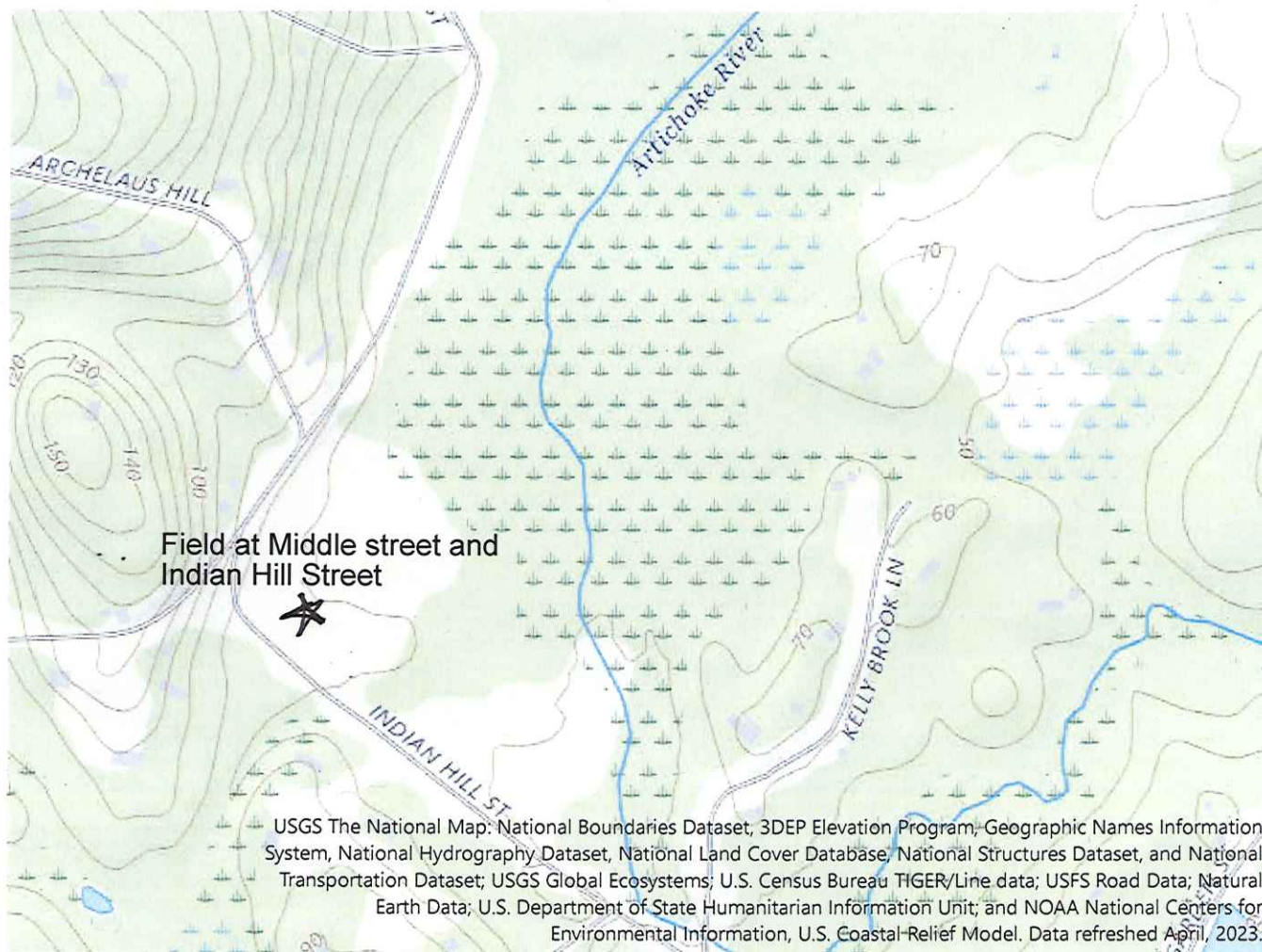
USGS Topographic Maps
Property Tax Parcels



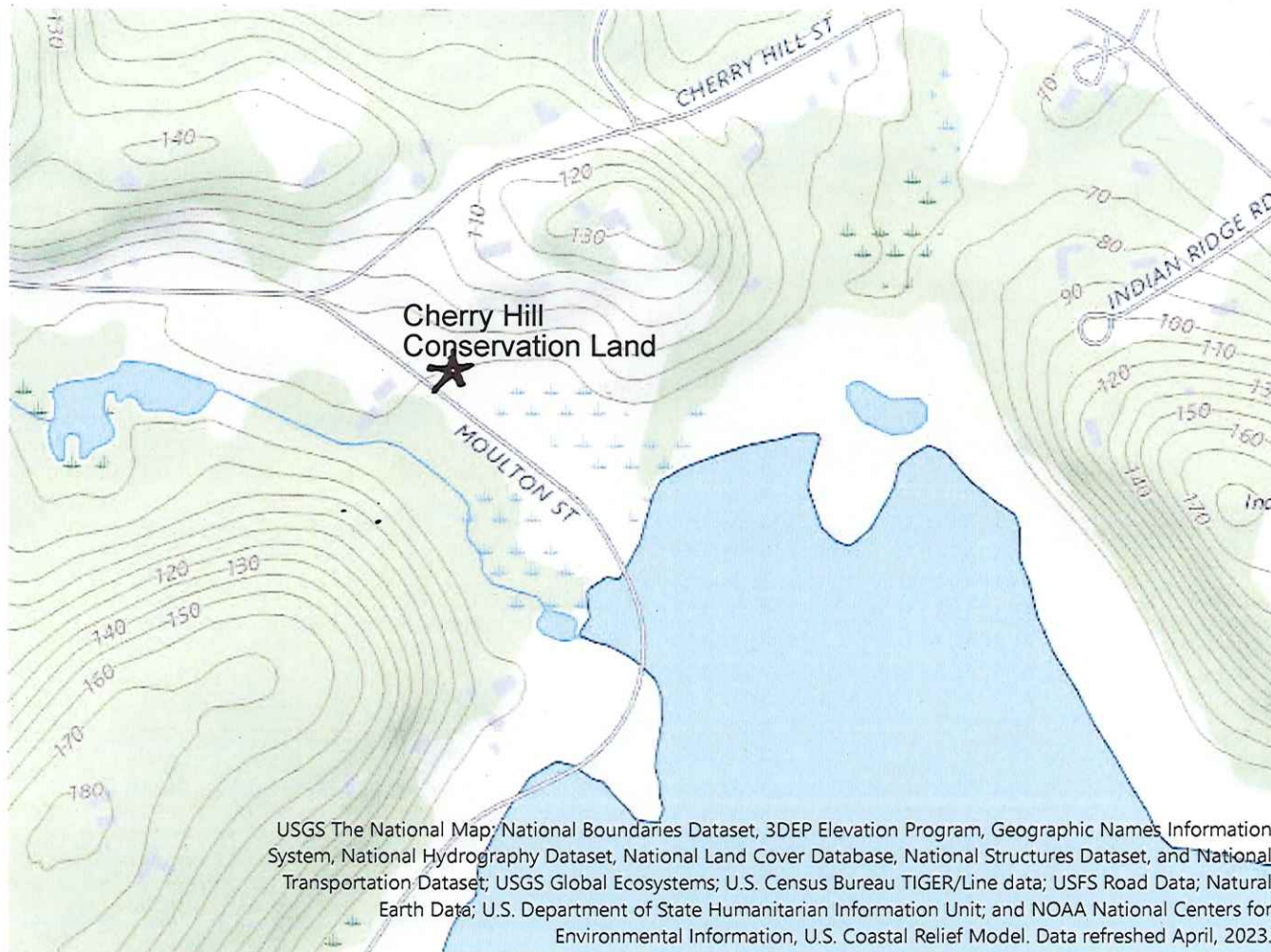
USGS Hydro. Map- Riverbend ; Tupelo Trails



USGS Hydro. Map: Field @ Indian Hill street: Middle street



USGS Hydro. map: Cherry Hill Conservation Land





DIVISION OF FISHERIES & WILDLIFE

1 Rabbit Hill Road, Westborough, MA 01581
p: (508) 389-6300 | f: (508) 389-7890
MASS.GOV/MASSWILDLIFE

MASSWILDLIFE

August 03, 2023

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

W. Newbury Conservation Commission
381 Main St
West Newbury, MA 01985

RE: Applicant: Town of West Newbury
Project Location: Cherry Hill Conservation Land, Riverbend and Tupelo Trail, Middle Street/Indian Hill Street Field
Project Description: Invasive plant control
DEP Wetlands File No.: -
NHESP File No.: **23-8414**

Dear Commissioners and Applicant:

The Natural Heritage & Endangered Species Program of the Massachusetts Division of Fisheries & Wildlife (the "Division") received a Notice of Intent and a project narrative for Invasive Plant Control in compliance with the rare wildlife species section of the Massachusetts Wetlands Protection Act Regulations (310 CMR 10.58(4)(b), 10.59). The Project proposes to manage invasive species using manual, mechanical and chemical means at multiple properties in West Newbury.

The Division has determined that this Project, as currently proposed, will occur **within** the actual habitat of the following species:

<u>Scientific Name</u>	<u>Common Name</u>	<u>Taxonomic Group</u>	<u>State Status</u>
<i>Acipenser brevirostrum</i>	Shortnose Sturgeon	Fish	Endangered
<i>Acipenser oxyrinchus</i>	Atlantic Sturgeon	Fish	Endangered
<i>Bidens eatonii</i>	Eaton's Beggar-ticks	Plant	Endangered
<i>Eriocaulon parkeri</i>	Parker's Pipewort	Plant	Endangered
<i>Floridobia winkleyi</i>	New England Siltsnail	Snail	Special Concern
<i>Sagittaria montevidensis ssp.</i>	Estuary Arrowhead	Plant	Endangered

MASSWILDLIFE

spongiosa

State-listed species and their habitats are protected in accordance with the MESA and state-listed rare wetland wildlife habitat is protected pursuant to the rare wildlife provisions of the WPA. In addition, the two fishes are also listed as Endangered pursuant to the federal Endangered Species Act of 1973 and its implementing regulations (16 USCA§§1531-1544, 50 CFR§17 & 402) administered by the United States Fish and Wildlife Service.

Wetlands Protection Act (WPA)

Based on a review of the information that was provided and the information that is currently contained in our database, the Division has determined that this project, as currently proposed, **will not adversely affect** the actual Resource Area Habitat of state-protected rare wildlife species. Therefore, it is our opinion that this project meets the state-listed species performance standard for the issuance of an Order of Conditions.

Please note that this determination addresses only the matter of rare wildlife habitat and does not pertain to other wildlife habitat issues that may be pertinent to the proposed project.

Massachusetts Endangered Species Act (MESA)

The MESA is administered by the Division, and prohibits the Take of state-listed species. The Take of state-listed species is defined as “in reference to animals...harm...kill...disrupt the nesting, breeding, feeding or migratory activity...and in reference to plants...collect, pick, kill, transplant, cut or process...Disruption of nesting, breeding, feeding, or migratory activity may result from, but is not limited to, the modification, degradation, or destruction of Habitat” of state-listed species (321 CMR 10.02).

The Division approves the Invasive Plant Control Plan provided that the attached conditions are met. Therefore, the proposed activities are exempt from MESA review pursuant to 321 CMR 10.14 which states: “[t]he following Projects and Activities shall be exempt from the requirements of 321 CMR 10.18 through 10.23...”.

(15) The active management of State-listed Species habitat, including but not limited to mowing, cutting, burning, or pruning of vegetation, or removing exotic or invasive species, for the purpose of maintaining or enhancing the habitat for the benefit of rare species, provided that the management is carried out in accordance with a habitat management plan approved in writing by the Division”

Any changes to the proposed activities or any additional work beyond that described in the approved management plan may require a filing with the Division pursuant to MESA.

This approval is valid for five (5) years from the date of issuance. If you have any questions about this letter, please contact Alexandra Echandi at alexandra.echandi@mass.gov or 617-903-7977.

Sincerely,

A handwritten signature in black ink, reading "Everose Schlüter". The signature is written in a cursive, flowing style.

Everose Schlüter, Ph.D.
Assistant Director

cc:

Attachment: List of Conditions

List of Conditions

Applicant: Town of West Newbury
Project Location: Cherry Hill Conservation Land, Riverbend and Tupelo Trail, Middle Street/Indian Hill Street Field
Project Description: Invasive plant control
NHESP File No.: 23-8414
Heritage Hub Form ID: RC-64792
Approved Plan: Invasive Plant Control Proposal
Plan date: 5/31/2023 Revised Date: N/A

To avoid a prohibited Take of state-listed species, the following condition(s) must be met:

1. **Rare Plant Avoidance Measures:** The Applicant shall implement the following state-listed plant avoidance measures when managing invasives within Priority Habitat 2154 (PH 2154):

Unless otherwise approved in writing by the Division, invasive management within Bordering Vegetated Wetlands (BVW) and below the Bank shall be limited to cut/paint applications by licensed herbicide applicators. Other management methods, including manual removal, require rare plant surveys by a Division approved botanist.



August 7, 2023

Ms. Sue Brown, Town Planner
Town of West Newbury
Town Office Building
381 Main Street
West Newbury, MA 01985

Subject: Hydraulic Evaluation
MBTA Communities (3A) Zoning Compliance Initiative – Water Planning
Assistance
West Newbury, MA
T&H No. 7520

Dear Ms. Brown:

Tata & Howard, Inc. (T&H) has completed a hydraulic evaluation of three potential locations for a multi-family development to assist with the water planning aspect of the MBTA Communities (3A) Zoning Compliance Initiative.

Background

An electronic copy of the PowerPoint presentation titled “West Newbury Housing Opportunities Initiative (aka MBTA Communities Zoning Compliance) Potential Zoning District Sites” prepared by Dodson & Flinker, dated June 27, 2023, was provided to T&H for review. The presentation indicates three potential locations/parcels for a future multi-family district development including the Mullen Property, the Dunn Property, and the Knapp Property. All three potential locations are located along Main Street in West Newbury, MA.

The Town’s MBTA (3A) Zoning Compliance Initiative is currently in the early stages of planning and evaluation. The PowerPoint presentation does not indicate the proposed number of units for the multi-family district development, nor does it show the proposed utility configurations for the development. A high-level evaluation was completed for the three potential locations to determine if any one location or combination thereof is more favorable in regard to water supply from the existing West Newbury water distribution system.

The estimated domestic demand at the potential multi-family district development is currently unknown. The demand will heavily depend upon the number of housing units

Tata & Howard
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Other Offices
MA | NH | CT | AZ

and number of bedrooms proposed for the development. Therefore, an evaluation of the impact of the potential demand from the development on the West Newbury water distribution system was not included as part of this analysis. If an estimated domestic demand for the potential development is provided, or assumptions can be made as to the size of the development and estimated demand per unit, the existing hydraulic model of the West Newbury water system can be updated with the potential development demand and the effects on the rest of the system can be evaluated.

In addition, the estimated needed fire flow at the potential development is unknown. The estimated needed fire flow should be determined by a fire protection engineer once a draft plan for the proposed development is in place. If the proposed development includes sprinkler systems, the needed fire flow will depend on the requirements of the sprinkler systems. In general, the 2014 ISO Guidelines for Determination of Needed Fire Flows states that where evidence is available from local fire or building officials to document the installation, approval, testing, and maintenance of the sprinkler system as defined in Chapter 6 of the NFPA Standard, the needed fire flow shall be the greater of the demand at the base of the sprinkler system riser or 1,000 gallons per minute (gpm) at 20 pounds per square inch (psi). As part of this analysis, the available fire flow was estimated in the West Newbury water distribution system to determine the estimated available fire flow at each potential development location. However, at present, it cannot be determined if the estimated available fire flow is adequate for the potential development.

Hydraulic Model Simulations

The existing hydraulic model of the West Newbury distribution system was updated and verified in October 2022 by T&H as part of the Town's Water Distribution System Study Update. The updated hydraulic model was used to estimate the existing pressures and estimated available fire flows along Main Street at the three potential development locations. Static pressures and estimated available fire flows were evaluated with the Brake Hill Tank at a water level of 295 feet above MSL (five feet below overflow elevation). The Pipestave Booster Pump Station was offline, and the interconnection with the Town of Groveland was closed. The hydraulic model was run under a 2022 system maximum day demand (MDD) of approximately 264 gallons per minutes (gpm).

Hydraulic model simulations were first completed under existing pipe conditions. Please note that the Town is currently in the design phase to upgrade the existing 6-inch diameter water main in Church Street from Main Street to Bridge Street and in Prospect Street from Main Street to Church Street to new 8-inch diameter ductile iron water main. Construction of this water main improvement is scheduled to begin in the summer of 2024. Therefore, it was assumed that the improvement would be completed prior to the start of construction on the potential new development. Thus, the new 8-inch diameter water mains along Church Street and Prospect Street were incorporated into the model and included as part of the existing pipe conditions.

The Massachusetts Department of Environmental Protection published Guidelines for Public Water Systems recommend a minimum pressure of 35 psi at ground level under average day, maximum day, and peak hour demand conditions. For water mains or individual service lines where static pressure is above 100 psi, it is recommended that pressure reducing devices be utilized. Pressure above this level can result in increased water use and leaks from fixtures and also increased leakage throughout the distribution system. Under the existing pipe conditions with a system MDD, the estimated static pressure along Main Street ranges from approximately 65 to 95 pounds per square inch (psi).

It is recommended that a distribution system provide a minimum pressure of 20 psi at ground level throughout the system under MDD during a fire flow event. The estimated available fire flow along Main Street while maintaining a minimum system pressure of 20 psi ranges from approximately 500 gpm near the Pipestave Booster Pump Station to approximately 3,200 gpm adjacent to the Brake Hill Tank. Please note that changes in system conditions, including changes in tank operating levels, water supplies operating, and changes in water usage patterns, could decrease or increase the static pressure or available fire flow in an area. The attached Figure No. 1 indicates the resultant estimated available fire flows in this area with the existing pipe conditions. The three potential development locations are also shown on this figure. Table No. 1 summarizes the resultant estimated static pressure and available fire flows at the three potential development locations. It is assumed that water service for all three potential development locations will connect to the existing distribution system on Main Street. For the Mullen Property, it is assumed that the development would connect to the existing distribution system at both Main Street and Church Street.

Table No. 1
Estimated Static Pressure and Available Fire Flow – Existing Pipe Conditions

Potential Development Location	Estimated Static Pressure (psi)	Estimated Available Fire Flow (gpm) while Maintaining 20 psi
Mullen Property	76 (Main Street) 115 (Church Street)	700 (Main Street) 800 (Church Street)
Dunn Property	80	800
Knapp Property	87	1,100

As noted above, it is currently unknown what the needed fire flow would be for the potential development. However, the needed fire flow will likely be at least 1,000 gpm based on the 2014 ISO Guidelines for Determination of Needed Fire Flows. For a minimum needed fire flow of 1,000 gpm, the estimated available fire flow along Main

Street or Church Street under existing pipe conditions would not be adequate at the Mullen Property or Dunn Property.

Hydraulic model simulations were completed with recommended water main improvements along Main Street. As part of the Town’s Water Distribution System Study Update, it is recommended that the existing 8-inch diameter and 10-inch diameter water mains on Main Street from Church Street to the Pipestave Booster Pump Station be replaced with new 12-inch diameter ductile iron water main. It is also recommended that the existing 10-inch diameter water main on Main Street from the Brake Hill Tank to Church Street be replaced with new 16-inch diameter ductile iron water main. These improvements were included in the hydraulic model under this simulation.

With the recommended pipe improvements in place and the system under MDD conditions, the estimated static pressure along Main Street ranges from approximately 65 to 95 psi. The estimated available fire flow along Main Street while maintaining a minimum system pressure of 20 psi ranges from approximately 1,100 gpm near the Pipestave Booster Pump Station to approximately 3,200 gpm adjacent to the Brake Hill Tank. The attached Figure No. 2 indicates the resultant estimated available fire flows in this area with the recommended pipe improvements on Main Street. The three potential development locations are also shown on this figure. Table No. 2 summarizes the resultant estimated static pressure and available fire flows at the three potential development locations. It is assumed that water service for all three potential development locations will connect to the existing distribution system on Main Street, and the Mullen Property will also connect to the existing distribution system on Church Street.

**Table No. 2
 Estimated Static Pressure and Available Fire Flow – Proposed Future Main Street
 Water Main Improvements**

Potential Development Location	Estimated Static Pressure (psi)	Estimated Available Fire Flow (gpm) while Maintaining 20 psi
Mullen Property	76 (Main Street) 116 (Church Street)	2,400 (Main Street) 1,700 (Church Street)
Dunn Property	80	3,100
Knapp Property	87	3,300

For a minimum needed fire flow of 1,000 gpm, the estimated available fire flow along Main Street or Church Street with the proposed future Main Street water main improvements would be adequate at any of the three properties proposed for the new

development. However, as stated above, it is currently unknown what the needed fire flow at the potential development would be.

Other Considerations

Other factors in addition to hydraulic capacity may be considered when determining the best location for a future housing development. Such factors may include the availability of water infrastructure to connect a water service to, the age or material of the water main which the water service will connect to, ability to loop or have multiple service connections, etc. Each of the three potential development properties could connect to existing water infrastructure and would not require the extension of the distribution system for water supply.

Under existing water main conditions, each of the three potential development properties would connect to an existing 10-inch diameter water main that is known to have a hydraulic deficiency. Although the needed fire flow at the potential development is unknown, it is unlikely that the existing estimated fire flow would be sufficient with existing pipe conditions for the Mullen and Dunn Properties, and potentially the Knapp Property.

The potential future Main Street water main improvements would result in the Mullen and Dunn Properties connecting to a new 12-inch diameter ductile iron water main and the Knapp Property connecting to a new 16-inch diameter ductile iron water main. Connecting to new ductile iron water main would create a more reliable supply connection for the development. In addition, the upgraded water mains on Main Street would increase the inherent capacity for fire flows at the potential development properties. Therefore, depending on the needed fire flow for the development, the potential future Main Street water main improvements may result in a sufficient available fire flow at the development.

Under each hydraulic scenario, the Knapp Property has the highest estimated available fire flow of the three potential development locations. This is largely due to the Knapp Property being the closest to the Brake Hill Tank resulting in less headloss along the path of flow from the tank to the property location. However, as stated, the needed fire flow at the potential development is currently unknown.

Under either hydraulic scenario, the Mullen Property could have two connections to the existing distribution system: one at Main Street and one at Church Street. Having two water service connections would provide the added benefit of redundancy for the Mullen Property. If a water main break were to occur in the vicinity of one of the water service connections, water could continue to be supplied to the development from the other connection. The two connections could also yield higher available flows throughout the development depending upon the proposed configuration of the water infrastructure in the new development.


Ms. Sue Brown, Town Planner
Town of West Newbury

August 7, 2023
Page 6 of 6

We appreciate the opportunity to assist you on this important project. If you have any questions, please do not hesitate to contact us.

Sincerely,

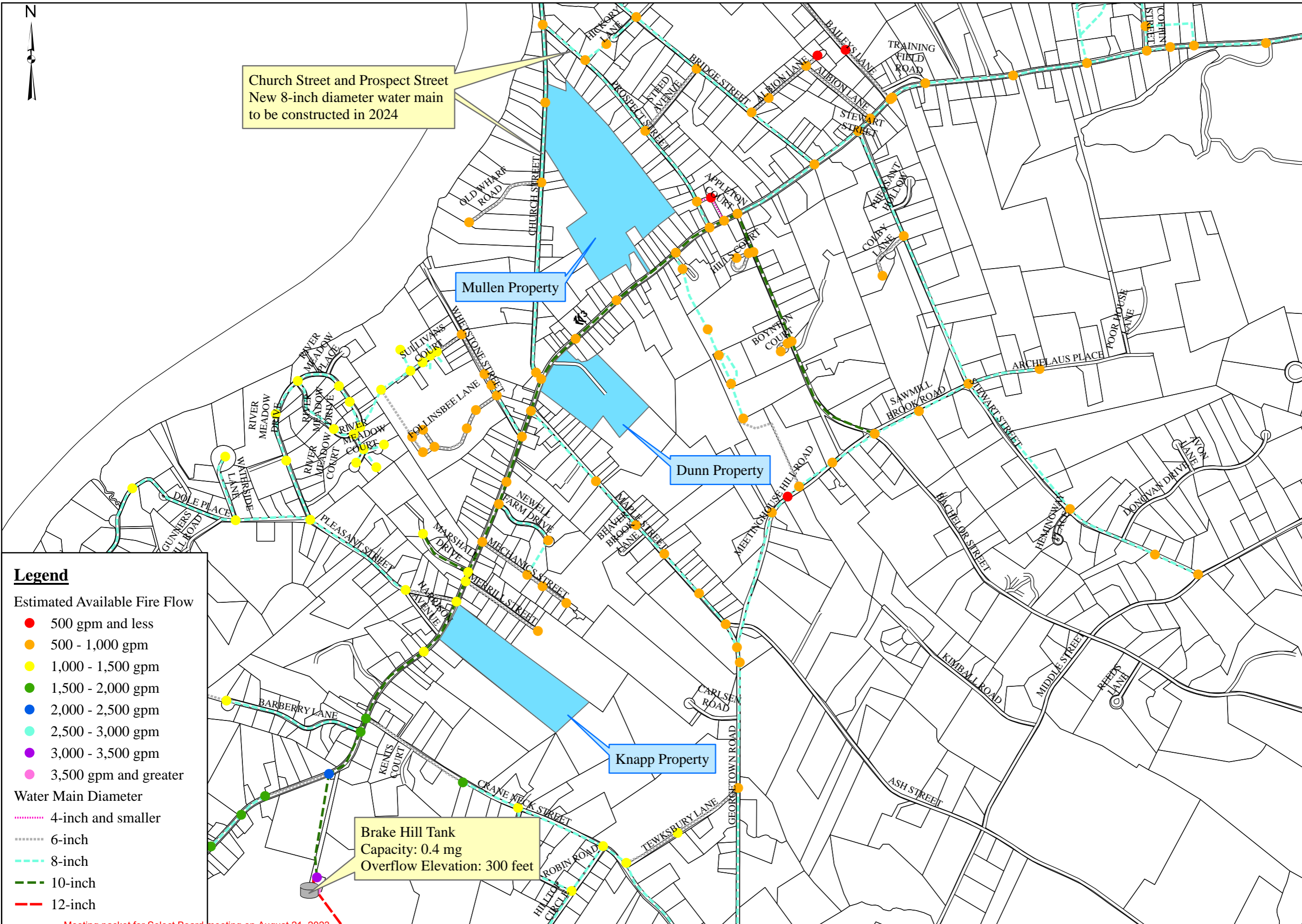
TATA & HOWARD, INC.



Jon W. Gregory, P.E.
Vice President

Enclosures

cc: Mr. Angus Jennings, Town Manager
Town of West Newbury



Church Street and Prospect Street
New 8-inch diameter water main
to be constructed in 2024

Mullen Property

Dunn Property

Knapp Property

Brake Hill Tank
Capacity: 0.4 mg
Overflow Elevation: 300 feet

Legend

Estimated Available Fire Flow

- 500 gpm and less
- 500 - 1,000 gpm
- 1,000 - 1,500 gpm
- 1,500 - 2,000 gpm
- 2,000 - 2,500 gpm
- 2,500 - 3,000 gpm
- 3,000 - 3,500 gpm
- 3,500 gpm and greater

Water Main Diameter

- 4-inch and smaller
- 6-inch
- - - - - 8-inch
- - - - - 10-inch
- - - - - 12-inch

Figure No.

1

Estimated Available Fire Flow - Existing Conditions

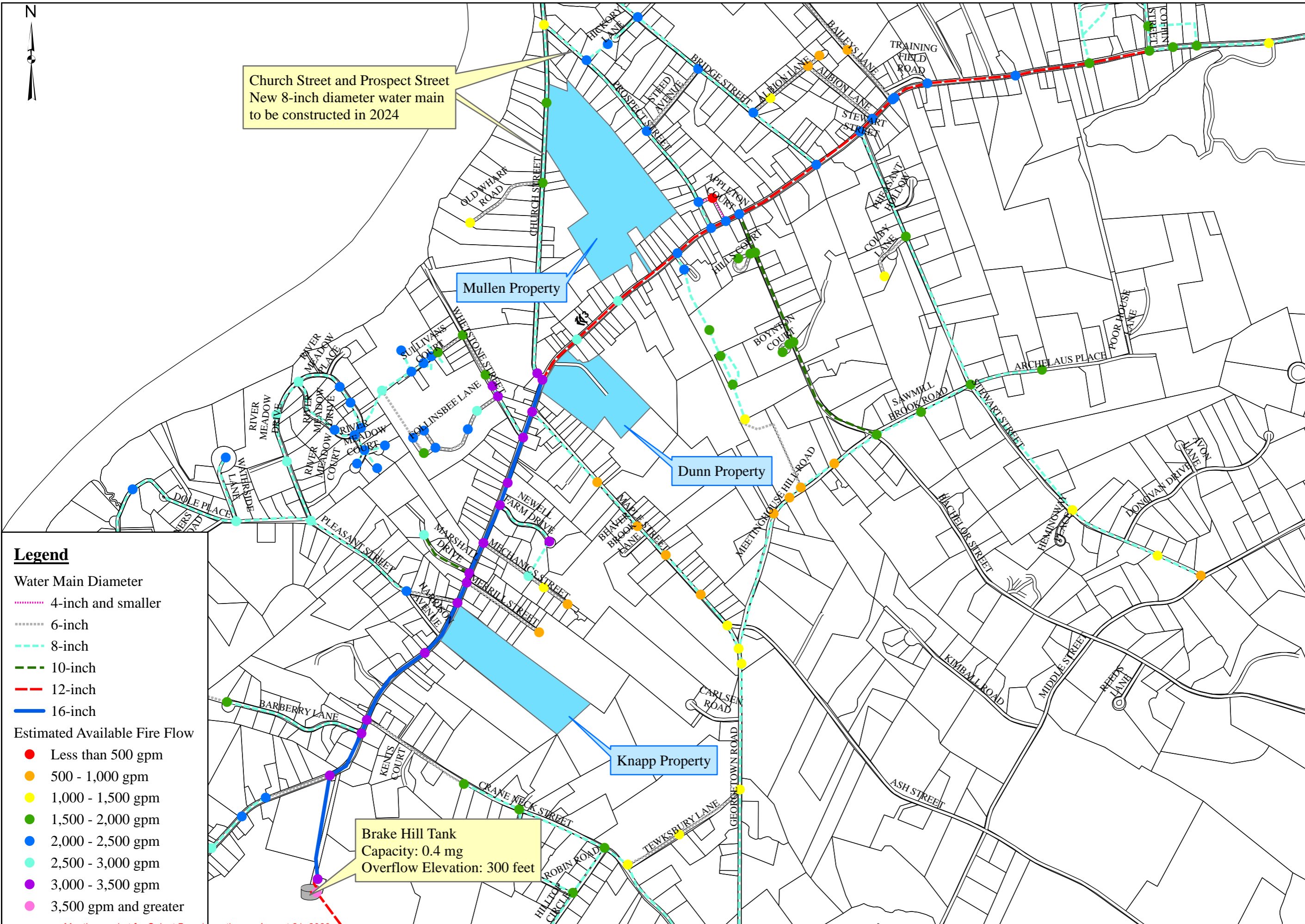
MBTA Communities (3A) Zoning Compliance Initiative
Water Planning Assistance

West Newbury, Massachusetts



TATA & HOWARD

Date: August 2023
Approximate Scale: 1" = 1,000'



Church Street and Prospect Street
New 8-inch diameter water main
to be constructed in 2024

Mullen Property

Dunn Property

Knapp Property

Brake Hill Tank
Capacity: 0.4 mg
Overflow Elevation: 300 feet

- Legend**
- Water Main Diameter
- 4-inch and smaller
 - 6-inch
 - - - - 8-inch
 - - - - 10-inch
 - - - - 12-inch
 - 16-inch
- Estimated Available Fire Flow
- Less than 500 gpm
 - 500 - 1,000 gpm
 - 1,000 - 1,500 gpm
 - 1,500 - 2,000 gpm
 - 2,000 - 2,500 gpm
 - 2,500 - 3,000 gpm
 - 3,000 - 3,500 gpm
 - 3,500 gpm and greater

Figure No.

Estimated Available Fire Flow - Proposed Future Main Street
Water Main Improvements

MBTA Communities (3A) Zoning Compliance Initiative
Water Planning Assistance

West Newbury, Massachusetts





TOWN OF WEST NEWBURY
CONSERVATION COMMISSION
381 Main Street, West Newbury, Mass. 01985
978-363-1100 x126 | conservation@wnewbury.org

August 16, 2023

Essex County Greenbelt Association, Inc.
82 Eastern Avenue
Essex, MA 01929
Attn: Director of Stewardship

Re: Approval of proposed gravel parking area at “Artichoke River Woods”, Tax Map 27, Lot 28, West Newbury, MA

Dear Director of Stewardship,

This letter is to confirm that at their meeting of August 8, 2023, the West Newbury Conservation Commission voted to approve the construction, routine maintenance, marking and use of a single unpaved parking area with gravel or other pervious surface to provide off-street parking associated with the public recreational use of the Premises for up to six (6) passenger vehicles as proposed on a plan entitled “Layout & Grading Plan”, Sheet C1, for Artichoke Trail Access Project located at Tax Map 27, Lot 28, Middle St. West Newbury, MA. This written approval is given per the provisions of the Conservation Restriction and Easements document for the property for which the West Newbury Conservation Commission is one of the Grantees.

Please reach out with any questions

Sincerely,

Michelle Greene
Town of West Newbury
Conservation Agent

Town Manager

From: Carlucci, Nathan (OCD) <nathan.carlucci@state.ma.us>
Sent: Thursday, August 17, 2023 2:49 PM
Subject: Update to Compliance Guidelines for MBTA Communities
Attachments: REVISION to Section 3A Compliance Guidelines (August 17 2023) CLEAN.pdf; REVISION to Section 3A Compliance Guidelines (August 17 2023) REDLINE.pdf; Summary of Changes 8-17-2023.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Dear MBTA Community Stakeholder:

The Executive Office of Housing and Livable Communities is announcing revisions to the Compliance Guidelines for Multi-Family Zoning Districts under Section 3A of the Zoning Act (Guidelines). We are pleased to announce that MBTA communities may now receive some credit for zoning districts that require a non-residential component on the ground floor of buildings in a mixed-use development district. Several MBTA communities wish to locate new zoning districts in mixed-use, walkable neighborhoods, where residents of future housing can easily access resources, amenities, and transit stations as pedestrians... Today's revision to the Guidelines modifies the "reasonable size" section of the Guidelines and provides flexibility for communities that want to require a non-residential component in housing developments.

Please note that the Guidelines were also revised to include a list of discretionary grant programs that will take MBTA communities' compliance into consideration.

Attached to this email are: a one page summary of the changes, clean and redlined versions of the Guidelines.

Please make other stakeholders such as Planning Boards and/or working groups aware of the revised Guidelines. Here is a link to the revised Guidelines posted on the MBTA Communities website: <https://www.mass.gov/info-details/multi-family-zoning-requirement-for-mbta-communities#section-3a-guidelines->

Please stay tuned for additional resources further explaining and implementing these revisions, including an updated compliance model and an eligible location determination application. The additional resources will be on the website, as well as distributed via email. If you have any questions about these changes, please contact program staff at nathan.carlucci@mass.gov and emma.snellings@mass.gov.

If you are receiving this message a second time, it is because your name was listed as both the contact person, and the municipal CEO of an MBTA Community

Sincerely,

Nathan Carlucci
MBTA Communities Compliance Coordinator (he - him)
Executive Office of Housing and Livable Communities
nathan.carlucci@mass.gov



Commonwealth of Massachusetts
EXECUTIVE OFFICE OF HOUSING &
LIVABLE COMMUNITIES

Maura T. Healey, Governor ◆ Kimberley Driscoll, Lieutenant Governor ◆ Edward M. Augustus, Jr., Secretary

TO: Municipal Officials in MBTA Communities
FROM: Secretary Edward M. Augustus, Jr.
DATE: August 17, 2023
RE: Revisions to Section 3A Compliance Guidelines

On August 10, 2022, EOHLIC released Compliance Guidelines for Multi-Family Zoning Districts Under Section 3A of the Zoning Act (the “Guidelines”). One revision was made in October 2022. This is a summary of the second change. In response to feedback from municipal leaders in several MBTA communities, EOHLIC is revising the Guidelines to offer MBTA communities a path to receive some credit for mixed-use development zoning districts. The revision also specifies how Section 3A compliance may affect certain discretionary grant award decisions. These revisions:

1. Allow an MBTA community to “offset” the minimum multi-family unit capacity requirement in certain multi-family zoning district(s) by up to 25%, based on the unit capacity of a mixed-use zoning district that meets key requirements of Section 3A and the Guidelines, but for requiring a ground floor non-residential component. Such “offset” – only available where existing village-style or downtown development is essential to preserve pedestrian access to amenities – still requires a municipality to demonstrate the same total amount of unit capacity.
2. Protect the financial feasibility of achieving housing goals where mixed-use zoning requires ground-floor non-residential uses by (i) setting forth location criteria for mixed-use development districts and requiring that EOHLIC has pre-approved the location before the MBTA community’s vote on its zoning changes; (ii) capping the percentage floor area of each development that may be required to be non-residential (ground floor only); (iii) requiring a broad mix of non-residential uses allowed as of right; and (iv) prohibiting minimum parking requirements for non-residential uses.
3. Allow MBTA communities to locate more housing in walkable and transit-oriented neighborhoods without jeopardizing existing non-residential resources and amenities. Many MBTA communities expressed a desire to locate districts in village-style or downtown neighborhoods but feared that allowing multi-family housing as of right in those areas could risk a loss of existing businesses and buildings. Many residents expressed a desire to live in village-style, downtown, and transit-oriented neighborhoods.
4. Add a list of thirteen discretionary grants programs to Section 9 to alert MBTA communities of additional grant programs that will consider compliance with Section 3A in making grant awards.

These revisions to the Guidelines are intended to provide greater flexibility to MBTA communities to adopt new zoning districts in mixed-use neighborhoods, and to promote housing opportunities for residents in such neighborhoods. The revisions do not reduce the total unit capacity required by the Guidelines.



Commonwealth of Massachusetts EXECUTIVE OFFICE OF HOUSING & LIVABLE COMMUNITIES

Maura T. Healey, Governor ♦ Kimberley Driscoll, Lieutenant Governor ♦ Edward M. Augustus, Jr., Secretary

Issue Date: August 10, 2022

Revised: October 21, 2022

Revised: August 17, 2023

Compliance Guidelines for Multi-family Zoning Districts Under Section 3A of the Zoning Act

1. Overview of Section 3A of the Zoning Act

Section 3A of the Zoning Act provides: *An MBTA community shall have a zoning ordinance or by-law that provides for at least 1 district of reasonable size in which multi-family housing is permitted as of right; provided, however, that such multi-family housing shall be without age restrictions and shall be suitable for families with children. For the purposes of this section, a district of reasonable size shall: (i) have a minimum gross density of 15 units per acre, subject to any further limitations imposed by section 40 of chapter 131 and title 5 of the state environmental code established pursuant to section 13 of chapter 21A; and (ii) be located not more than 0.5 miles from a commuter rail station, subway station, ferry terminal or bus station, if applicable.*

The purpose of Section 3A is to encourage the production of multi-family housing by requiring MBTA communities to adopt zoning districts where multi-family housing is allowed as of right, and that meet other requirements set forth in the statute.

The ~~Department of Housing and Community Development~~Executive Office of Housing and Livable Communities (EOHLC), in consultation with Executive Office of Economic Development, the Massachusetts Bay Transportation Authority and the Massachusetts Department of Transportation, is required to promulgate guidelines to determine if an MBTA community is in compliance with Section 3A. ~~DHCDE~~EOHLC promulgated preliminary guidance on January 29, 2021. ~~DHCDE~~EOHLC updated that preliminary guidance on December 15, 2021, and on that same date issued draft guidelines for public comment. These final guidelines supersede all prior guidance and set forth how MBTA communities may achieve compliance with Section 3A.

2. Definitions

“Adjacent community” means an MBTA community that (i) has within its boundaries less than 100 acres of developable station area, and (ii) is not an adjacent small town.

“Adjacent small town” means an MBTA community that (i) has within its boundaries less than 100 acres of developable station area, and (ii) either has a population density of less than 500 persons per square mile, or a population of not more than 7,000 year-round residents as determined in the most recently published United States Decennial Census of Population and Housing.

“Affordable unit” means a multi-family housing unit that is subject to a restriction in its chain of title limiting the sale price or rent, or limiting occupancy to an individual or household of a specified income, or both. Affordable units may be, but are not required to be, eligible for inclusion on DHCDEOHLC’s Subsidized Housing Inventory. Nothing in these Guidelines changes the Subsidized Housing Inventory eligibility criteria, and no affordable unit shall be counted on the Subsidized Housing Inventory unless it satisfies the requirements for inclusion under 760 CMR 56.03(2) or any other regulation or guidance issued by DHCDEOHLC.

“Age-restricted housing” means any housing unit encumbered by a title restriction requiring a minimum age for some or all occupants.

“As of right” means development that may proceed under a zoning ordinance or by-law without the need for a special permit, variance, zoning amendment, waiver, or other discretionary zoning approval.

“Bus station” means a location with a passenger platform and other fixed infrastructure serving as a point of embarkation for the MBTA Silver Line. Upon the request of an MBTA community, DHCDEOHLC, in consultation with the MBTA, may determine that other locations qualify as a bus station if (i) such location has a sheltered platform or other fixed infrastructure serving a point of embarkation for a high-capacity MBTA bus line, and (ii) the area around such fixed infrastructure is highly suitable for multi-family housing.

“Commuter rail community” means an MBTA community that (i) does not meet the criteria for a rapid transit community, and (ii) has within its borders at least 100 acres of developable station area associated with one or more commuter rail stations.

“Commuter rail station” means any MBTA commuter rail station with year-round, rather than intermittent, seasonal, or event-based, service, including stations under construction and scheduled to being service before the end of 2023, but not including existing stations at which service will be terminated, or reduced below regular year-round service, before the end of 2023.

“Compliance model” means the model created by DHCDEOHLC to determine compliance with Section 3A’s reasonable size, gross density, and location requirements. The compliance model is described in further detail in Appendix 2.

“Determination of compliance” means a determination made by DHCDEOHLC as to whether an MBTA community has a multi-family zoning district that complies with the requirements of Section 3A. A determination of compliance may be determination of interim compliance or a determination of district compliance, as described in section 9.

“Developable land” means land on which multi-family housing can be permitted and constructed. For purposes of these guidelines, developable land consists of: (i) all privately-owned land except lots or portions of lots that meet the definition of excluded land, and (ii) developable public land.

“Developable public land” means any publicly-owned land that (i) is used by a local housing authority; (ii) has been identified as a site for housing development in a housing production plan

approved by ~~DHCDEOHL~~C; or (iii) has been designated by the public owner for disposition and redevelopment. Other publicly-owned land may qualify as developable public land if ~~DHCDEOHL~~C determines, at the request of an MBTA community and after consultation with the public owner, that such land is the location of obsolete structures or uses, or otherwise is suitable for conversion to multi-family housing, and will be converted to or made available for multi-family housing within a reasonable period of time.

“Developable station area” means developable land that is within 0.5 miles of a transit station.

“~~DHCDEOHL~~C” means the ~~Department Executive Office Executive Office~~ of Housing and ~~Community Development~~ Livable Communities.

“~~EOHEDEOED~~” means the Executive Office of ~~Housing and~~ Economic Development.

“Excluded land” means land areas on which it is not possible or practical to construct multi-family housing. For purposes of these guidelines, excluded land is defined by reference to the ownership, use codes, use restrictions, and hydrological characteristics in MassGIS and consists of the following:

- (i) All publicly-owned land, except for lots or portions of lots determined to be developable public land.
- (ii) All rivers, streams, lakes, ponds and other surface waterbodies.
- (iii) All wetland resource areas, together with a buffer zone around wetlands and waterbodies equivalent to the minimum setback required by title 5 of the state environmental code.
- (iv) Protected open space and recreational land that is legally protected in perpetuity (for example, land owned by a local land trust or subject to a conservation restriction), or that is likely to remain undeveloped due to functional or traditional use (for example, cemeteries).
- (v) All public rights-of-way and private rights-of-way.
- (vi) Privately-owned land on which development is prohibited to protect private or public water supplies, including, but not limited to, Zone I wellhead protection areas and Zone A surface water supply protection areas.
- (vii) Privately-owned land used for educational or institutional uses such as a hospital, prison, electric, water, wastewater or other utility, museum, or private school, college or university.

“Ferry terminal” means the location where passengers embark and disembark from regular, year-round MBTA ferry service.

“Gross density” means a units-per-acre density measurement that includes land occupied by public rights-of-way and any recreational, civic, commercial, and other nonresidential uses.

“Housing suitable for families” means housing comprised of residential dwelling units that are not age-restricted housing, and for which there are no zoning restriction on the number of bedrooms, the size of bedrooms, or the number of occupants.

“Listed funding sources” means (i) the Housing Choice Initiative as described by the governor in a message to the general court dated December 11, 2017; (ii) the Local Capital Projects Fund established in section 2E of chapter 29; and (iii) the MassWorks infrastructure program established in section 63 of chapter 23A.

“Lot” means an area of land with definite boundaries that is used or available for use as the site of a building or buildings.

“MassGIS data” means the comprehensive, statewide database of geospatial information and mapping functions maintained by the Commonwealth's Bureau of Geographic Information, within the Executive Office of Technology Services and Security, including the lot boundaries and use codes provided by municipalities.

“MBTA” means the Massachusetts Bay Transportation Authority.

“MBTA community” means a city or town that is: (i) one of the 51 cities and towns as defined in section 1 of chapter 161A; (ii) one of the 14 cities and towns as defined in said section 1 of said chapter 161A; (iii) other served communities as defined in said section 1 of said chapter 161A; or (iv) a municipality that has been added to the Massachusetts Bay Transportation Authority under section 6 of chapter 161A or in accordance with any special law relative to the area constituting the authority.

“Mixed-use development” means development containing a mix of residential uses and non-residential uses, including, without limitation, commercial, institutional, industrial or other uses.

“Mixed-use development zoning district” means a zoning district where multiple residential units are allowed as of right if, but only if, combined with non-residential uses, including, without limitation, commercial, institutional, industrial or other uses.

“Multi-family housing” means a building with 3 or more residential dwelling units or 2 or more buildings on the same lot with more than 1 residential dwelling unit in each building.

“Multi-family unit capacity” means an estimate of the total number of multi-family housing units that can be developed as of right within a multi-family zoning district, made in accordance with the requirements of section 5.b below.

“Multi-family zoning district” means a zoning district, including a base district or an overlay district, in which multi-family housing is allowed as of right; provided that the district shall be in a fixed location or locations, and shown on a map that is part of the zoning ordinance or by-law.

“One Stop Application” means the single application portal for the Community One Stop for Growth through which (i) the Executive Office of Housing and Economic Development considers requests for funding from the MassWorks infrastructure program; (ii) ~~DHCDEOHL~~EOHLC considers requests for funding from the Housing Choice Initiative, (iii) ~~EOHED EOED, DHCDEOHL~~EOHLC and other state agencies consider requests for funding from other discretionary grant programs.

“Private rights-of-way” means land area within which private streets, roads and other ways have been laid out and maintained, to the extent such land areas can be reasonably identified by examination of available tax parcel data.

“Publicly-owned land” means (i) any land owned by the United States or a federal agency or authority; (ii) any land owned by the Commonwealth of Massachusetts or a state agency or authority; and (iii) any land owned by a municipality or municipal board or authority.

“Public rights-of-way” means land area within which public streets, roads and other ways have been laid out and maintained, to the extent such land areas can be reasonably identified by examination of available tax parcel data.

“Rapid transit community” means an MBTA community that has within its borders at least 100 acres of developable station area associated with one or more subway stations, or MBTA Silver Line bus rapid transit stations.

“Residential dwelling unit” means a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

“Section 3A” means section 3A of the Zoning Act.

“Sensitive land” means developable land that, due to its soils, slope, hydrology, or other physical characteristics, has significant conservation values that could be impaired, or vulnerabilities that could be exacerbated, by the development of multi-family housing. It also includes locations where multi-family housing would be at increased risk of damage caused by flooding. Sensitive land includes, but is not limited to, wetland buffer zones extending beyond the title 5 setback area; land subject to flooding that is not a wetland resource area; priority habitat for rare or threatened species; DEP-approved wellhead protection areas in which development may be restricted, but is not prohibited (Zone II and interim wellhead protection areas); and land areas with prime agricultural soils that are in active agricultural use.

“Site plan review” means a process established by local ordinance or by-law by which a local board reviews, and potentially imposes conditions on, the appearance and layout of a specific project prior to the issuance of a building permit.

“Subway station” means any of the stops along the MBTA Red Line, Green Line, Orange Line, or Blue Line, including any extensions to such lines now under construction and scheduled to begin service before the end of 2023.

“Transit station” means an MBTA subway station, commuter rail station, ferry terminal or bus station.

“Transit station area” means the land area within 0.5 miles of a transit station.

“Zoning Act” means chapter 40A of the Massachusetts General Laws.

3. General Principles of Compliance

These compliance guidelines describe how an MBTA community can comply with the requirements of Section 3A. The guidelines specifically address:

- What it means to allow multi-family housing “as of right.”
- The metrics that determine if a multi-family zoning district is “of reasonable size.”
- How to determine if a multi-family zoning district has a minimum gross density of 15 units per acre, subject to any further limitations imposed by section 40 of chapter 131 and title 5 of the state environmental code.
- The meaning of Section 3A’s mandate that “such multi-family housing shall be without age restrictions and shall be suitable for families with children.”
- The extent to which MBTA communities have flexibility to choose the location of a multi-family zoning district.

The following general principles have informed the more specific compliance criteria that follow:

- MBTA communities with subway stations, commuter rail stations and other transit stations benefit from having these assets located within their boundaries and should provide opportunity for multi-family housing development around these assets. MBTA communities with no transit stations within their boundaries benefit from proximity to transit stations in nearby communities.
- The multi-family zoning districts required by Section 3A should encourage the development of multi-family housing projects of a scale, density and aesthetic that are compatible with existing surrounding uses, and minimize impacts to sensitive land.
- “Reasonable size” is a relative rather than an absolute determination. Because of the diversity of MBTA communities, a multi-family zoning district that is “reasonable” in one city or town may not be reasonable in another city or town.
- When possible, multi-family zoning districts should be in areas that have safe, accessible, and convenient access to transit stations for pedestrians and bicyclists.

4. Allowing Multi-Family Housing “As of Right”

To comply with Section 3A, a multi-family zoning district must allow multi-family housing “as of right,” meaning that the construction and occupancy of multi-family housing is allowed in that district without the need for a special permit, variance, zoning amendment, waiver, or other discretionary approval. ~~DHCDEOHL~~ will determine whether zoning provisions allow for multi-family housing as of right consistent with the following guidelines.

a. *Site plan review*

The Zoning Act does not establish nor recognize site plan review as an independent method of regulating land use. However, the Massachusetts courts have recognized site plan review as a permissible regulatory tool, including for uses that are permitted as of right. The court decisions establish that when site plan review is required for a use permitted as of right, site plan review involves the regulation of a use and not its outright prohibition. The scope of review is therefore limited to imposing reasonable terms and conditions on the proposed use, consistent with applicable case law.¹ These guidelines similarly recognize that site plan review may be required for multi-family housing projects that are allowed as of right, within the parameters established by the applicable case law. Site plan approval may regulate matters such as vehicular access and circulation on a site, architectural design of a building, and screening of adjacent properties. Site plan review should not unreasonably delay a project nor impose conditions that make it infeasible or impractical to proceed with a project that is allowed as of right and complies with applicable dimensional regulations.

b. *Affordability requirements*

Section 3A does not include any express requirement or authorization for an MBTA community to require affordable units in a multi-family housing project that is allowed as of right. It is a common practice in many cities and towns to require affordable units in a multi-family project that requires a special permit, or as a condition for building at greater densities than the zoning otherwise would allow. These inclusionary zoning requirements serve the policy goal of increasing affordable housing production. If affordability requirements are excessive, however, they can make it economically infeasible to construct new multi-family housing.

For purposes of making compliance determinations with Section 3A, ~~DHCDEOHL~~C will consider an affordability requirement to be consistent with as of right zoning as long as the zoning requires not more than 10 percent of the units in a project to be affordable units, and the cap on the income of families or individuals who are eligible to occupy the affordable units is not less than 80 percent of area median income. Notwithstanding the foregoing, ~~DHCDEOHL~~C may, in its discretion, approve a greater percentage of affordable units, or deeper affordability for some or all of the affordable units, in either of the following circumstances:

- (i) The affordability requirements applicable in the multi-family zoning district are reviewed and approved by ~~DHCDEOHL~~C as part of a smart growth district under chapter 40R, or under another zoning incentive program administered by ~~DHCDEOHL~~C; or
- (ii) The affordability requirements applicable in the multi-family zoning district are supported by an economic feasibility analysis, prepared for the municipality by a qualified and independent third party acceptable to ~~DHCDEOHL~~C, and using a methodology and format acceptable to ~~DHCDEOHL~~C. The analysis must demonstrate

¹ See, e.g., *Y.D. Dugout, Inc. v. Board of Appeals of Canton*, 357 Mass. 25 (1970); *Prudential Insurance Co. of America v. Board of Appeals of Westwood*, 23 Mass. App. Ct. 278 (1986); *Osberg v. Planning Bd. of Sturbridge*, 44 Mass. App. Ct. 56, 59 (1997) (Planning Board “may impose reasonable terms and conditions on the proposed use, but it does not have discretionary power to deny the use”).

that a reasonable variety of multi-family housing types can be feasibly developed at the proposed affordability levels, taking into account the densities allowed as of right in the district, the dimensional requirements applicable within the district, and the minimum number of parking spaces required.

In no case will **DHCDEOHL**C approve alternative affordability requirements that require more than 20 percent of the units in a project to be affordable units, except in a smart growth zoning district under chapter 40R with a 25 percent affordability requirement approved and adopted prior to the issuance of these guidelines, including any such existing district that is expanded or amended to comply with these guidelines.

c. *Other requirements that do not apply uniformly in the multi-family zoning district*

Zoning will not be deemed compliant with Section 3A’s requirement that multi-family housing be allowed as of right if the zoning imposes requirements on multi-family housing that are not generally applicable to other uses. The following are examples of requirements that would be deemed to be inconsistent with “as of right” use: (i) a requirement that multi-family housing meet higher energy efficiency standards than other uses; (ii) a requirement that a multi-family use achieve a third party certification that is not required for other uses in the district; and (iii) a requirement that multi-family use must be combined with commercial or other uses on the same lot or as part of a single project. Mixed use projects may be allowed as of right in a multi-family zoning district, as long as multi-family housing is separately allowed as of right.

5. Determining “Reasonable Size”

In making determinations of “reasonable size,” **DHCDEOHL**C will take into consideration both the land area of the multi-family zoning district, and the multi-family zoning district’s multi-family unit capacity.

a. *Minimum land area*

A zoning district is a specifically delineated land area with uniform regulations and requirements governing the use of land and the placement, spacing, and size of buildings. For purposes of compliance with Section 3A, a multi-family zoning district should be a neighborhood-scale district, not a single development site on which the municipality is willing to permit a particular multi-family project.

DHCDEOHLC will certify compliance with Section 3A only if an MBTA community’s multi-family zoning district meets the minimum land area applicable to that MBTA community, if any, as set forth in Appendix 1. The minimum land area for each MBTA community has been determined as follows:

- (i) In rapid transit communities, commuter rail communities, and adjacent communities, the minimum land area of the multi-family zoning district is 50 acres, or 1.5% of the developable land in an MBTA community, whichever is *less*. In certain cases, noted in Appendix 1, a smaller minimum land area applies.
- (ii) In adjacent small towns, there is no minimum land area. In these communities, the multi-family zoning district may comprise as many or as few acres as the community

determines is appropriate, as long as the district meets the applicable minimum multi-family unit capacity and the minimum gross density requirements.

In all cases, at least half of the multi-family zoning district land areas must comprise contiguous lots of land. No portion of the district that is less than 5 contiguous acres land will count toward the minimum size requirement. If the multi-family unit capacity and gross density requirements can be achieved in a district of fewer than 5 acres, then the district must consist entirely of contiguous lots.

b. *Minimum multi-family unit capacity*

A reasonably sized multi-family zoning district must also be able to accommodate a reasonable number of multi-family housing units as of right. For purposes of determinations of compliance with Section 3A, ~~DHCDEOHL~~HCDEOHLC will consider a reasonable multi-family unit capacity for each MBTA community to be a specified percentage of the total number of housing units within the community, with the applicable percentage based on the type of transit service in the community, as shown on Table 1:

Table 1.

<u>Category</u>	<u>Percentage of total housing units</u>
Rapid transit community	25%
Commuter rail community	15%
Adjacent community	10%
Adjacent small town	5%

To be deemed in compliance with Section 3A, each MBTA community must have a multi-family zoning district with a multi-family unit capacity equal to or greater than the minimum unit capacity shown for it in Appendix 1. The minimum multi-family unit capacity for each MBTA community has been determined as follows:

- (i) First, by multiplying the number of housing units in that community by 0.25, 0.15, 0.10, or .05 depending on the MBTA community category. For example, a rapid transit community with 7,500 housing units is required to have a multi-family zoning district with a multi-family unit capacity of $7,500 \times 0.25 = 1,875$ multi-family units. For purposes of these guidelines, the number of total housing units in each MBTA community has been established by reference to the most recently published United States Decennial Census of Population and Housing.
- (ii) Second, when there is a minimum land area applicable to an MBTA community, by multiplying that minimum land area (up to 50 acres) by Section 3A’s minimum gross density requirement of 15 units per acre. The product of that multiplication creates a floor on multi-family unit capacity. For example, an MBTA community with a minimum land area of 40 acres must have a district with a multi-family unit capacity of at least 600 (40 x 15) units.
- (iii) The minimum unit capacity applicable to each MBTA community is *the greater of* the numbers resulting from steps (i) and (ii) above, but subject to the following limitation: In no case does the minimum multi-family unit capacity exceed 25% of the total housing

units in that MBTA community.

Example: The minimum multi-family unit capacity for an adjacent community with 1,000 housing units and a minimum land area of 50 acres is determined as follows: (i) first, by multiplying 1,000 x .1 = 100 units; (ii) second, by multiplying 50 x 15 = 750 units; (iii) by taking the larger number, but adjusting that number down, if necessary, so that unit capacity is no more than 25% of 1,000 = 250 units. In this case, the adjustment in step (iii) results in a minimum unit capacity of 250 units.

c. Reasonable Size – Consideration Given to Unit Capacity in Mixed-Use Development Districts

In making determinations of whether an MBTA Community has a multi-family zoning district of “reasonable size” under this section, EOHLC shall also take into consideration the existence and impact of mixed-use development zoning districts, subject to the requirements below.

EOHLC shall take these mixed-use development districts into consideration as reducing the unit capacity needed for a multi-family zoning district to be “reasonable” (as listed in Appendix I) where:

- (i) the mixed-use development zoning district is in an eligible location where existing village-style or downtown development is essential to preserve pedestrian access to amenities;
- (ii) there are no age restrictions or limits on unit size, number of bedrooms, bedroom size or number of occupants and the residential units permitted are suitable for families with children;
- (iii) mixed-used development in the district is allowed “as of right” as that phrase has been interpreted by EOHLC (for example, in section 4(c) with respect to affordability requirements);
- (iv) the requirement for non-residential uses is limited to the ground floor of buildings, and in no case represents a requirement that more than thirty-three percent of the floor area of a building, lot, or project must be for non-residential uses;
- (v) the requirement for non-residential uses does not preclude a minimum of three residential dwelling units per lot;
- (vi) the requirement for non-residential uses allows a broad mix of non-residential uses as-of-right in keeping with the nature of the area; and
- (vii) there are no minimum parking requirements associated with the non-residential uses allowed as of right.

An MBTA community asking to reduce the unit capacity requirement for its multi-family zoning district(s) based on the unit capacity for one or more mixed-use development districts shall submit to EOHLC, on a form to be provided by EOHLC, a request for a determination that the mixed-use development district is in an eligible location meeting the requirements of subparagraph (i). This request must be submitted at least 90 days prior to the vote of the MBTA community’s legislative body.

An MBTA community also may submit a broader inquiry as to Section 3A compliance in accordance with section 9(b). EOHLC shall respond prior to the vote of the MBTA community's legislative body if the request is timely submitted.

In any community with both a multi-family zoning district and a mixed-use development district that meets these considerations, the unit capacity requirement for the multi-family zoning district listed in Appendix I shall be reduced by the lesser of

- (i) the unit capacity of residential dwelling units in the mixed-use development district or subdistrict (as calculated by EOHLC using a methodology similar to that in section 5(d) which takes into account the impact of non-residential uses), or
- (ii) twenty five percent of the unit capacity requirement listed in Appendix I. This consideration shall not affect the minimum land area acreage or contiguity requirements for a multi-family zoning district otherwise required by these Guidelines.

ed. Methodology for determining a multi-family zoning district's multi-family unit capacity

MBTA communities seeking a determination of compliance must use the ~~DHCDE~~EOHLC compliance model to provide an estimate of the number of multi-family housing units that can be developed as of right within the multi-family zoning district. The multi-family unit capacity of an existing or proposed district shall be calculated using the unit capacity worksheet described in Appendix 2. This worksheet produces an estimate of a district's multi-family unit capacity using inputs such as the amount of developable land in the district, the dimensional requirements applicable to lots and buildings (including, for example, height limitations, lot coverage limitations, and maximum floor area ratio), and the parking space requirements applicable to multi-family uses.

Minimum unit capacity is a measure of whether a multi-family zoning district is of a reasonable size, not a requirement to produce housing units. Nothing in Section 3A or these guidelines should be interpreted as a mandate to construct a specified number of housing units, nor as a housing production target. Demonstrating compliance with the minimum multi-family unit capacity requires only that an MBTA community show that the zoning allows multi-family housing as of right and that a sufficient number of multi-family housing units could be added to or replace existing uses and structures over time—even though such additions or replacements may be unlikely to occur soon.

If an MBTA community has two or more zoning districts in which multi-family housing is allowed as of right, then two or more districts may be considered cumulatively to meet the minimum land area and minimum multi-family unit capacity requirements, as long as each district independently complies with Section 3A's other requirements.

ed. Water and wastewater infrastructure within the multi-family zoning district

MBTA communities are encouraged to consider the availability of water and wastewater infrastructure when selecting the location of a new multi-family zoning district. But compliance with Section 3A does not require a municipality to install new water or wastewater infrastructure, or add to the capacity of existing infrastructure, to accommodate future multi-family housing production within

the multi-family zoning district. In most cases, multi-family housing can be created using private septic and wastewater treatment systems that meet state environmental standards. Where public systems currently exist, but capacity is limited, private developers may be able to support the cost of necessary water and sewer extensions. While the zoning must allow for gross average density of at least 15 units per acre, there may be other legal or practical limitations, including lack of infrastructure or infrastructure capacity, that result in actual housing production at lower density than the zoning allows.

The multi-family unit capacity analysis does not need to take into consideration limitations on development resulting from existing water or wastewater infrastructure within the multi-family zoning district, or, in areas not served by public sewer, any applicable limitations under title 5 of the state environmental code. For purposes of the unit capacity analysis, it is assumed that housing developers will design projects that work within existing water and wastewater constraints, and that developers, the municipality, or the Commonwealth will provide funding for infrastructure upgrades as needed for individual projects.

6. Minimum Gross Density

Section 3A expressly requires that a multi-family zoning district—not just the individual lots of land within the district—must have a minimum gross density of 15 units per acre, subject to any further limitations imposed by section 40 of chapter 131 and title 5 of the state environmental code established pursuant to section 13 of chapter 21A. The Zoning Act defines “gross density” as “a units-per-acre density measurement that includes land occupied by public rights-of-way and any recreational, civic, commercial and other nonresidential uses.”

a. *District-wide gross density*

To meet the district-wide gross density requirement, the dimensional restrictions and parking requirements for the multi-family zoning district must allow for a gross density of 15 units per acre of land within the district. By way of example, to meet that requirement for a 40-acre multi-family zoning district, the zoning must allow for at least 15 multi-family units per acre, or a total of at least 600 multi-family units.

For purposes of determining compliance with Section 3A’s gross density requirement, the ~~DHCDEOHL~~C compliance model will not count in the denominator any excluded land located within the multi-family zoning district, except public rights-of-way, private rights-of-way, and publicly-owned land used for recreational, civic, commercial, and other nonresidential uses. This method of calculating minimum gross density respects the Zoning Act’s definition of gross density—“a units-per-acre density measurement that includes land occupied by public rights-of-way and any recreational, civic, commercial and other nonresidential uses”—while making it unnecessary to draw patchwork multi-family zoning districts that carve out wetlands and other types of excluded land that are not developed or developable.

b. *Achieving district-wide gross density by sub-districts*

Zoning ordinances and by-laws typically limit the unit density on individual lots. To comply with Section 3A’s gross density requirement, an MBTA community may establish reasonable sub-

districts within a multi-family zoning district, with different density limits for each sub-district, provided that the gross density for the district as a whole meets the statutory requirement of not less than 15 multi-family units per acre. ~~DHCDEOHL~~C will review sub-districts to ensure that the density allowed as of right in each sub-district is reasonable and not intended to frustrate the purpose of Section 3A by allowing projects of a such high density that they are not likely to be constructed.

c. *Wetland and septic considerations relating to density*

Section 3A provides that a district of reasonable size shall have a minimum gross density of 15 units per acre, “subject to any further limitations imposed by section 40 of chapter 131 and title 5 of the state environmental code established pursuant to section 13 of chapter 21A.” This directive means that even though the zoning district must permit 15 units per acre as of right, any multi-family housing produced within the district is subject to, and must comply with, the state wetlands protection act and title 5 of the state environmental code—even if such compliance means a proposed project will be less dense than 15 units per acre.

7. **Determining Suitability for Families with Children**

Section 3A states that a compliant multi-family zoning district must allow multi-family housing as of right, and that “such multi-family housing shall be without age restrictions and shall be suitable for families with children.” ~~DHCDEOHL~~C will deem a multi-family zoning district to comply with these requirements as long as the zoning does not require multi-family uses to include units with age restrictions, and does not limit or restrict the size of the units, cap the number of bedrooms, the size of bedrooms, or the number of occupants, or impose a minimum age of occupants. Limits, if any, on the size of units or number of bedrooms established by state law or regulation are not relevant to Section 3A or to determinations of compliance made pursuant to these guidelines.

8. **Location of Districts**

a. *General rule for determining the applicability of Section 3A’s location requirement*

Section 3A states that a compliant multi-family zoning district shall “be located not more than 0.5 miles from a commuter rail station, subway station, ferry terminal or bus station, if applicable.” When an MBTA community has only a small amount of transit station area within its boundaries, it may not be possible or practical to locate all of the multi-family zoning district within 0.5 miles of a transit station. Transit station area may not be a practical location for a multi-family zoning district if it does not include developable land where multi-family housing can actually be constructed. Therefore, for purposes of determining compliance with Section 3A, ~~DHCDEOHL~~C will consider the statute’s location requirement to be “applicable” to a particular MBTA community only if that community has within its borders at least 100 acres of developable station area. ~~DHCDEOHL~~C will require more or less of the multi-family zoning district to be located within transit station areas depending on how much total developable station area is in that community, as shown on Table 2:

Table 2.

<u>Total developable station area within the MBTA community (acres)</u>	<u>Portion of the multi-family zoning district that must be within a transit station area</u>
0-100	0%
101-250	20%
251-400	40%
401-600	50%
601-800	75%
801+	90%

The percentages specified in this table apply to both the minimum land area and the minimum multi-family unit capacity. For example, in an MBTA community that has a total of 500 acres of transit station area within its boundaries, a multi-family zoning district will comply with Section 3A’s location requirement if at least 50 percent of the district’s minimum land area is located within the transit station area, *and* at least 50 percent of the district’s minimum multi-family unit capacity is located within the transit station area.

A community with transit station areas associated with more than one transit station may locate the multi-family zoning district in any of the transit station areas. For example, a rapid transit community with transit station area around a subway station in one part of town, and transit station area around a commuter rail station in another part of town, may locate its multi-family zoning district in either or both transit station areas.

b. MBTA communities with limited or no transit station area

When an MBTA community has less than 100 acres of developable station area within its boundaries, the MBTA community may locate the multi-family zoning district anywhere within its boundaries. To encourage transit-oriented multi-family housing consistent with the general intent of Section 3A, MBTA communities are encouraged to consider locating the multi-family zoning district in an area with reasonable access to a transit station based on existing street patterns, pedestrian connections, and bicycle lanes, or in an area that qualifies as an “eligible location” as defined in Chapter 40A—for example, near an existing downtown or village center, near a regional transit authority bus stop or line, or in a location with existing under-utilized facilities that can be redeveloped into new multi-family housing.

c. General guidance on district location applicable to all MBTA communities

When choosing the location of a new multi-family zoning district, every MBTA community should consider how much of a proposed district is sensitive land on which permitting requirements and other considerations could make it challenging or inadvisable to construct multi-family housing. For example, an MBTA community may want to avoid including in a multi-family zoning district areas that are subject to flooding, or are known habitat for rare or threatened species, or have prime agricultural soils in active agricultural use.

9. Determinations of Compliance

Section 3A provides that any MBTA community that fails to comply with Section 3A’s requirements will be ineligible for funding from any of the listed funding sources. ~~DHCDEOHL~~C will make determinations of compliance with Section 3A in accordance with these guidelines to inform state agency decisions on which MBTA communities are eligible to receive funding from the listed funding sources. ~~Determinations of compliance also may inform funding decisions by EOED, DHCD, the MBTA and other state agencies which consider local housing policies when evaluating applications for discretionary grant programs, or making other discretionary funding decisions. The following discretionary grant programs will take compliance with Section 3A into consideration when making grant award recommendations:~~

- ~~i. Community Planning Grants, EOHLC,~~
- ~~ii. Massachusetts Downtown Initiative, EOED,~~
- ~~iii. Urban Agenda, EOED,~~
- ~~iv. Rural and Small Town Development Fund, EOED,~~
- ~~v. Brownfields Redevelopment Fund, MassDevelopment,~~
- ~~vi. Site Readiness Program, MassDevelopment,~~
- ~~vii. Underutilized Properties Program, MassDevelopment,~~
- ~~viii. Collaborative Workspace Program, MassDevelopment,~~
- ~~ix. Real Estate Services Technical Assistance, MassDevelopment,~~
- ~~x. Commonwealth Places Programs, MassDevelopment,~~
- ~~xi. Land Use Planning Grants, EOEEA,~~
- ~~xii. Local Acquisitions for Natural Diversity (LAND) Grants, EOEEA, and~~
- ~~xiii. Municipal Vulnerability Preparedness (MVP) Planning and Project Grants, EOEEA~~

~~Determinations of compliance also may inform other funding decisions by EOED, EOHL~~C, the MBTA and other state agencies which consider local housing policies when evaluating applications for discretionary grant programs or making other discretionary funding decisions.

~~DHCDEOHL~~C interprets Section 3A as allowing every MBTA community a reasonable opportunity to enact zoning amendments as needed to come into compliance. Accordingly, ~~DHCDEOHL~~C will recognize both *interim* compliance, which means an MBTA community is taking active steps to enact a multi-family zoning district that complies with Section 3A, and *district* compliance, which is achieved when ~~DHCDEOHL~~C determines that an MBTA community has a multi-family zoning district that complies with Section 3A. The requirements for interim and district compliance are described in more detail below.

Table 3.

Transit Category (# of municipalities)	Deadline to Submit Action Plan	Deadline to Submit District Compliance Application
Rapid transit community (12)	January 31, 2023	December 31, 2023
Commuter rail community (71)	January 31, 2023	December 31, 2024

Transit Category (# of municipalities)	Deadline to Submit Action Plan	Deadline to Submit District Compliance Application
Adjacent community (58)	January 31, 2023	December 31, 2024
Adjacent small town (34)	January 31, 2023	December 31, 2025

a. *Process to achieve interim compliance*

Many MBTA communities do not currently have a multi-family zoning district of reasonable size that complies with the requirements of Section 3A. Prior to achieving district compliance (but no later than the deadlines set forth in Table 3), these MBTA communities can achieve interim compliance by taking the following affirmative steps towards the creation of a compliant multi-family zoning district.

- i. *Creation and submission of an action plan.* An MBTA community seeking to achieve interim compliance must first submit an action plan on a form to be provided by [DHCDEOHLIC](#). An MBTA community action plan must provide information about current zoning, past planning for multi-family housing, if any, and potential locations for a multi-family zoning district. The action plan also will require the MBTA community to establish a timeline for various actions needed to create a compliant multi-family zoning district.
- ii. *DHCDEOHLIC approval of an action plan.* [DHCDEOHLIC](#) will review each submitted action plan for consistency with these guidelines, including but not limited to the timelines in Table 3. If [DHCDEOHLIC](#) determines that the MBTA community’s action plan is reasonable and will lead to district compliance in a timely manner, [DHCDEOHLIC](#) will issue a determination of interim compliance. [DHCDEOHLIC](#) may require modifications to a proposed action plan prior to approval.
- iii. *Implementation of the action plan.* After [DHCDEOHLIC](#) approves an action plan and issues a determination of interim compliance, an MBTA community must diligently implement the action plan. [DHCDEOHLIC](#) may revoke a determination of interim compliance if an MBTA community has not made sufficient progress in implementing an approved action plan. [DHCDEOHLIC](#) and [EOHED-EOED](#) will review an MBTA community’s progress in implementing its action plan prior to making an award of funds under the Housing Choice Initiative and Massworks infrastructure program.
- iv. *Deadlines for submitting action plans.* To achieve interim compliance for grants made through the 2023 One Stop Application, action plans must be submitted by no later than January 31, 2023. An MBTA community that does not submit an action plan by that date may not receive a [DHCDEOHLIC](#) determination of interim compliance in time to receive an award of funds from the listed funding sources in 2023. An MBTA community that does not achieve interim compliance in time for the 2023 One Stop Application may submit an action plan to become eligible for a subsequent round of the One Stop Application, provided that an action plan must be submitted by no later than January 31 of the year in which the MBTA community seeks to establish grant eligibility; and

provided further that no action plan may be submitted or approved after the applicable district compliance application deadline set forth in Table 3.

b. *Assistance for communities implementing an action plan.*

MBTA communities are encouraged to communicate as needed with ~~DHCDEOHL~~C staff throughout the process of implementing an action plan, and may ~~- DHCDEOHL will endeavor to respond to inquiries~~ inquire about whether a proposed multi-family zoning district complies with Section 3A prior to a vote by the municipal legislative body to create or modify such a district. Such requests shall be made on a form to be provided by ~~DHCDEOHL~~C. If a request is and should shall be submitted at least 90 days prior to the vote of the legislative body, EOHL shall respond prior to the vote.

c. *Requests for determination of district compliance*

When an MBTA community believes it has a multi-family zoning district that complies with Section 3A, it may request a determination of district compliance from ~~DHCDEOHL~~C. Such a request may be made for a multi-family zoning district that was in existence on the date that Section 3A became law, or for a multi-family zoning district that was created or amended after the enactment of Section 3A. In either case, such request shall be made on an application form required by ~~DHCDEOHL~~C and shall include, at a minimum, the following information. Municipalities will need to submit:

- (i) A certified copy of the municipal zoning ordinance or by-law and zoning map, including all provisions that relate to uses and structures in the multi-family zoning district.
- (ii) An estimate of multi-family unit capacity using the compliance model.
- (iii) GIS shapefile for the multi-family zoning district.
- (iv) In the case of a by-law enacted by a town, evidence that the clerk has submitted a copy of the adopted multi-family zoning district to the office of the Attorney General for approval as required by state law, or evidence of the Attorney General's approval.

After receipt of a request for determination of district compliance, ~~DHCDEOHL~~C will notify the requesting MBTA community within 30 days if additional information is required to process the request. Upon reviewing a complete application, ~~DHCDEOHL~~C will provide the MBTA community a written determination either stating that the existing multi-family zoning district complies with Section 3A, or identifying the reasons why the multi-family zoning district fails to comply with Section 3A and the steps that must be taken to achieve compliance. An MBTA community that has achieved interim compliance prior to requesting a determination of district compliance shall remain in interim compliance for the period during which a request for determination of district compliance, with all required information, is pending at ~~DHCDEOHL~~C.

10. Ongoing Obligations; Rescission of a Determination of Compliance

After receiving a determination of compliance, an MBTA community must notify ~~DHCDEOHL~~C in writing of any zoning amendment or proposed zoning amendment that affects the compliant multi-family zoning district, or any other by-law, ordinance, rule or regulation that limits the development of multi-family housing in the multi-family zoning district. ~~DHCDEOHL~~C may rescind a

determination of district compliance, or require changes to a multi-family zoning district to remain in compliance, if ~~DHCDEO~~HLC determines that:

- (i) The MBTA community submitted inaccurate information in its application for a determination of compliance;
- (ii) The MBTA community failed to notify ~~DHCDEO~~HLC of a zoning amendment that affects the multi-family zoning district;
- (iii) The MBTA community enacts or amends any by-law or ordinance, or other rule or regulation, that materially alters the minimum land area and/or the multi-family unit capacity in the multi-family zoning district;
- (iv) A board, authority or official in the MBTA community does not issue permits, or otherwise acts or fails to act, to allow construction of a multi-family housing project that is allowed as of right in the multi-family zoning district (or any mixed-use zoning development district taken into account in determining the required multi-family unit capacity in the multi-family zoning district);
- (v) The MBTA community takes other action that causes the multi-family zoning district to no longer comply with Section 3A; or
- (vi) An MBTA community with an approved multi-family zoning district has changed transit category as a result of a newly opened or decommissioned transit station, or the establishment of permanent, regular service at a transit station where there was formerly intermittent or event-based service.

11. Changes to MBTA Service

Section 3A applies to the ~~175-177~~ MBTA communities identified in section 1A of the Zoning Act and section 1 of chapter 161A of the General Laws. When MBTA service changes, the list of MBTA communities and/or the transit category assignments of those MBTA communities in Appendix 1 may change as well.

The transit category assignments identified in Appendix 1 of these guidelines reflect certain MBTA service changes that will result from new infrastructure now under construction in connection with the South Coast Rail and Green Line Extension projects. These service changes include the opening of new Green Line stations and commuter rail stations, as well as the elimination of regular commuter rail service at the Lakeville station. These changes are scheduled to take effect in all cases a year or more before any municipal district compliance deadline. Affected MBTA communities are noted in Appendix 1.

Municipalities that are not now identified as MBTA communities and may be identified as such in the future are not addressed in these guidelines or included in Appendix 1. New MBTA communities will be addressed with revisions to Appendix 1, and separate compliance timelines, in the future.

Future changes to Silver Line routes or stations may change district location requirements when expanded high-capacity service combined with new facilities creates a bus station where there was not one before. Changes to other bus routes, including the addition or elimination of bus stops or reductions or expansions of bus service levels, do not affect the transit categories assigned to MBTA communities and will not affect location requirements for multi-family zoning districts. Any future changes to

MBTA transit service, transit routes and transit service levels are determined by the MBTA Board of Directors consistent with the MBTA's Service Delivery Policy.

List of Appendices:

Appendix 1: MBTA Community Categories and Requirements

Appendix 2: Compliance Methodology/Model


Town Manager

From: DPW Projects
Sent: Friday, August 18, 2023 3:03 PM
To: Robertson, Marissa (EEA)
Cc: Rowden, Michelle (EEA); Runsten, Kara (EEA); Town Manager
Subject: FY24 MVP West Newbury Signed Contract
Attachments: FY24 MVP Action_Contract_Att A_Att B_West Newbury_Town_signed.pdf; FY24 MVP_CASL_WNewbury Signed.pdf

Hi Marissa,

Attached are the two signed documents you requested for West Newbury's FY24 MVP Action Grant. Please let me know if you need anything else. Thank you and have a nice weekend.

Christine

Christine Wallace, P.E.
DPW Program and Project Manager
Town of West Newbury
381 Main Street
West Newbury, MA 01985
978-363-1100 x130

dpwprojects@wnewbury.org

From: Robertson, Marissa (EEA) <Marissa.Robertson2@mass.gov>
Sent: Thursday, August 17, 2023 4:04 PM
To: DPW Projects <dpwprojects@wnewbury.org>
Cc: Rowden, Michelle (EEA) <Michelle.Rowden@mass.gov>; Runsten, Kara (EEA) <Kara.Runsten@mass.gov>
Subject: RE: Revised File

Dear Christine,

Thank you for finalizing your scope. The document titled "FY24 MVP Action_Contract_Att A_Att B_West Newbury" is your contract and will need to be signed (e-signature is fine) by the authorizing signatory. The document titled "casl form" will need to be completed and notarized. Both documents should be emailed back to us (note: we do not require them returned by mail at this time, please retain the original signed copy in your records). These documents should be emailed back by Friday, September 1st, 2023. The contract must then be signed by EEA and will be returned to you, signaling the start of the contract period. You must receive a countersigned contract back from us before commencing with the project.

Please note that we have added a "URL" deliverable to any tasks associated with webpage design.

More information about reimbursements and other important information will be sent in a "next steps" email soon.

We would kindly ask that you continue to embargo this great news from any media outlets until the Commonwealth has the opportunity to make a formal announcement in the coming weeks.

Thanks and please let your designated MVP Regional Coordinator (cc'd) know if you have any questions. Your RC is also standing by to attend the kickoff meeting as the project gets underway.

Best,
Marissa



Marissa Robertson, Deputy Director (she/her)
Municipal Vulnerability Preparedness Program

MA Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900, Boston MA 02114

Email: Marissa.robertson2@mass.gov | Phone: (617) 352-0186

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions](#) and [Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Town of West Newbury (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Energy & Environmental Affairs MMARS Department Code: ENV	
Legal Address: (W-9, W-4): Town Office, 381 Main Street, West Newbury, MA 01985		Business Mailing Address: 100 Cambridge St – Suite 900 Boston, MA 02114	
Contract Manager: Christine Wallace, DPW Program & Project Manager	Phone: (978) 363-1100 x130	Billing Address (if different):	
E-Mail: dpwprojects@wnewbury.org	Fax: 978-363-1826	Contract Manager: Kara Runsten	Phone: 617-312-1594
Contractor Vendor Code: VC		E-Mail: kara.runsten@mass.gov	
Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ____ Statewide Contract (OSD or an OSD-designated Department) ____ Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ____ Emergency Contract (Attach justification for emergency, scope, budget) ____ Contract Employee (Attach Employment Status Form, scope, budget) ____ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ____ Amendment to Date, Scope or Budget (Attach updated scope and budget) ____ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ____ Contract Employee (Attach any updates to scope or budget) ____ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . ____ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended): <u>\$150,000</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) To complete the project entitled "Evaluating Vulnerabilities and Options to Promote Resiliency: River Road and Environs" as outlined in Attachment A and Attachment B.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. ____ 2. may be incurred as of ____, 20 ____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ____ 3. were incurred as of ____, 20 ____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30</u> , 2024, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Angus Jennings</u> Date: <u>8/18/2023</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Angus Jennings</u> Print Title: <u>Town Manager</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____	

Scope of Services (Attachment A)
FY24 EEA Municipal Vulnerability Preparedness Program – Action Grant
Town of West Newbury
July 2023

Grantee:

Name: Christine Wallace, DPW Program & Project Manager
Address: Town Office, 381 Main Street, West Newbury, MA 01985
Phone: (978) 363-1100 x130
Email: dpwprojects@wnewbury.org

Project Title: Evaluating Vulnerabilities and Options to Promote Resiliency: River Road and Environs

Project Summary: This project will analyze vulnerabilities and potential solutions to flood risk from the Merrimack River at River Road and environs. It includes public engagement activities, meetings, and outreach to inform and engage citizens and town officials; an existing conditions survey of the areas susceptible to Merrimack River flooding; a study of existing culverts, and options for shoreline stabilization and infrastructure flood adaptation.

Scope:

The tasks described in Attachment B will be performed according to the agreed-upon schedule and budget.

Funding Distribution:

Funding will be distributed by reimbursement upon completion of tasks outlined in Attachment B and submission of invoices. Costs eligible for reimbursement include all approved project costs incurred between the contract execution date and the contract termination date. Any amendments to this attachment or Attachment B must be approved by EEA prior to commencement of such activities. All grant funds must be spent according to the fiscal year breakdown below (before June 30, 2024, for FY24 funds and before June 30, 2025, for FY25 funds, as applicable). Please reference the RFR “ENV 24 MVP 01” for additional details on what is required for reimbursement and contact your MVP regional coordinator with any questions.

FY24 - \$150,000

To receive grant funding, the applicant must agree to the fiscal requirements of the program by providing a statement from the authorized signatory of the organization acknowledging and accepting the following:

- The Grantee commits to match 25% (or 10% if Grantee is listed in Attachment N of the RFR) of the total project cost using cash or in-kind contributions (or a combination of the two);
- The Grantee acknowledges that the funding under this grant will be provided on a reimbursement basis; and

- All matching funds provided by the Grantee or direct project partners have been approved and/or appropriated (or are in the process of being approved).

Additional details:

- Massachusetts sales tax is not a reimbursable expense.
- Work done prior to the project start date (the date the contract is issued and signed by the Commonwealth's Department Authorized Signatory) shall NOT be reimbursed. No funds will be granted for work performed after the contract termination date.
- For work completed before June 30, 2024, requests for reimbursement are due by July 31, 2024. For work completed between July 1, 2024 and June 30, 2025, requests for reimbursement are due by July 31, 2025.
- ***Any FY24 funds that are not spent by June 30, 2024 do not roll over to the next fiscal year and will be forfeited.***

As tasks are completed and deliverables are submitted to, reviewed, and approved by EEA, the Grantee must submit a Reimbursement Package (template to be provided) containing the following items:

1. A signed letter (on city or town letterhead) from the Grantee requesting reimbursement.
2. All relevant invoices, including those from subcontractors. Invoices must itemize costs consistent with the agreed-upon scope of work. Invoices must include sufficient information for EEA to determine that the services were performed and/or products were received, and that the invoiced items meet all contractual performance requirements.
3. A detailed breakdown of the required match for the task. For in-kind services, include sufficient details to demonstrate the total amounts of match contributed, and as appropriate, a list of personnel, hours worked, hourly rates, etc.
4. A short case study and a summary PowerPoint slide with project images (due at the end of the project, templates to be provided).

Reimbursement Packages should be submitted as tasks are completed with the monthly progress report, and reflect work performed according to the schedule of deliverables included in the project budget. Reimbursement is generally made within 45 days after approval of a reimbursement package. Reimbursement packages are due before July 31, 2024 for FY24 funds and before July 31, 2025 for FY25 funds.

EEA will retain a minimum of ten percent (10%) of awarded funds until all contract provisions are satisfied and all deliverables have been received.

Progress Reporting:

To help EEA stay current on work being conducted over the course of the project, the Grantee will submit a brief monthly progress report (template to be provided), due by the 30th of the month, including:

- Significant activities that have occurred to show progress toward deliverables

- Whether a change in schedule or scope of work is anticipated
- Whether costs are anticipated to be overrun or underrun
- If additional assistance from EEA or partners is needed
- Invoices for work completed to date

The Grantee must be in regular communication with their MVP Regional Coordinator (RC) throughout the course of the project and submit all reporting documentation to the RC.

Changes in Scope, Schedule, or Budget:

The Grantee shall inform their RC as soon as possible if any change in the schedule or scope (including tasks and deliverables) is needed or if the Grantee expects an underrun or overrun of the budget, so that EEA can work with the Grantee to take any necessary steps. The RC will inform the Grantee of any necessary contract amendments or if the adjustment is minor enough to only require written approval from EEA. If circumstances beyond the Grantee's control make an extension or new split in funding between FY24 and FY25 necessary—please notify EEA **no later than May 1st** (so that we may discuss a potential amendment before the end of the fiscal year). These requests will be considered on a case-by-case basis and may not be approved.

Regulatory Compliance

Grantee agrees to comply with all applicable state, federal, and local laws and ordinances. Such compliance is a condition of this grant.

Additional Terms

Receipt of MVP funding shall not be considered state approval of the project for any necessary state, federal, or local permits, nor provide any indication of the project's competitiveness for future funding phases.

**West Newbury
River Road: Evaluating Vulnerabilities and Options to Promote Resiliency
FY24 MVP Action Grant Scope/Budget**

Project Task Description	Deliverables	Approximate Start Date	Approximate End Date	Total Grant	In-Kind Match*	Cash Match	Total Match	Total Project Cost
Tasks to be Completed by June 30, 2024								
Task 1: Project Kick-off, Management, and Reporting								
Sub-task 1.1 Internal Kick-off Meeting with Town, EEA, and Consultant (GEI Task 1.1)	Meeting notes, sign-in sheet	9/1/2023	9/30/2023	\$ 1,500.00	\$ 440.00	\$ 1,000.00	\$ 1,440.00	\$2,940.00
Sub-task 1.2 Monthly progress reports FY24	Monthly progress reports submitted by the 30th of each month of the grant period to your MVP Regional Coordinator	9/1/2023	6/30/2024	\$ -	\$ 2,800.00	\$ -	\$ 2,800.00	\$2,800.00
Sub-task 1.3 Monthly Coordination at Climate Change Resiliency Committee (CCRC) Meetings	Meeting Notes, Sign-in Sheet	9/1/2023	6/30/2024	\$ -	\$ 7,200.00	\$ -	\$ 7,200.00	\$7,200.00
Sub-task 1.4 Project Case Study	Final Case Study Report, PowerPoint slide, project photos	4/1/2024	6/30/2024	\$ -	\$ 360.00	\$ -	\$ 360.00	\$360.00
Total Task 1 Cost				\$ 1,500.00	\$ 10,800.00	\$ 1,000.00	\$ 11,800.00	\$13,300.00
Task 2: Public Involvement and Community Engagement in FY24								
Sub-task 2.1 Print and Digital Media Development (GEI Task 1.2)	Webpage development - webpage URL, West Newbury joining the Coastal Flood Community Science Project, copies of signage along River Road and Coffin Street, copies of media announcements.	9/1/2023	12/31/2023	\$ 11,700.00	\$ 600.00	\$ 3,400.00	\$ 4,000.00	\$15,700.00
Sub-task 2.2 Community Engagement at Town Summit (GEI Task 1.3a)	Presentation slides, recording of event	9/1/2023	10/31/2023	\$ 3,562.50	\$ 600.00	\$ 1,187.50	\$ 1,787.50	\$5,350.00
Sub-task 2.3 Drone Public Event (included in Task 3.2 below, GEI Task 2.2)	Photos, short videos of event, sign-in sheet	10/1/2023	12/31/2023	\$ -	\$ 600.00	\$ -	\$ 600.00	\$600.00
Sub-task 2.4 Community Virtual Education Event (GEI Task 1.3b)	Presentation slides, recording of event, sign-in sheet	11/1/2023	12/31/2023	\$ 3,562.50	\$ 600.00	\$ 1,187.50	\$ 1,787.50	\$5,350.00
Sub-task 2.5 Planning Forward Event for Local Officials (GEI Task 4)	Presentation slides, sign in sheet	1/1/2024	3/31/2024	\$ 9,750.00	\$ 4,100.00	\$ 3,250.00	\$ 7,350.00	\$17,100.00
Sub-task 2.6 CCRC Field Trips to River - may include kayak tour, river tour with guide, guided walks	Meeting notes, photos, sign-in sheet, Tour given by Resiliency Committee members focusing on bank erosion and nature-based solutions to erosion (submerged aquatics, wetland veg, natural rock formations).	9/1/2023	6/30/2024	\$ 750.00	\$ 3,080.00	\$ 250.00	\$ 3,330.00	\$4,080.00
Sub-task 2.7 G.A.R. Library Events - may include read up a storm, storytime, crafts, book discussions	Copies of publicity materials, meeting notes, photos, sign-in sheet, Library events with usual publicity on Town & Library webpages, social media, etc	9/1/2023	6/30/2024	\$ -	\$ 2,100.00	\$ -	\$ 2,100.00	\$2,100.00
Sub-task 2.8 ArcGIS StoryMap Development (GEI Task 6)	Webpage update with StoryMap	1/1/2024	3/31/2024	\$ 8,025.00	\$ 600.00	\$ 2,675.00	\$ 3,275.00	\$11,300.00
Sub-task 2.9 Community Site Visit (GEI Task 9.1)	Photos of Event	5/1/2024	6/30/2024	\$ 6,637.50	\$ 920.00	\$ 2,212.50	\$ 3,132.50	\$9,770.00
Sub-task 2.10 Final Public Meeting (GEI Task 9.2)	Presentation slides, recording of event	5/1/2024	6/30/2024	\$ 6,637.50	\$ 1,000.00	\$ 2,212.50	\$ 3,212.50	\$9,850.00
Total Task 2 Cost				\$ 50,625.00	\$ 14,200.00	\$ 16,375.00	\$ 30,575.00	\$81,200.00
Task 3: Existing Conditions of Shoreline Evaluation and Drone Survey (GEI Task 2)								
Sub-task 3.1 Existing Conditions of Shoreline Evaluation (GEI Task 2.1)	Technical memo	9/1/2023	1/31/2024	\$ 8,550.00	\$ -	\$ 2,850.00	\$ 2,850.00	\$11,400.00
Sub-task 3.2 Drone Survey, including Drone Public Event (GEI Task 2.2)	Digital files of drone footage	9/1/2023	1/31/2024	\$ 4,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$6,000.00
Total Task 3 Cost				\$ 13,050.00	\$ -	\$ 4,350.00	\$ 4,350.00	\$17,400.00
Task 4: Existing Conditions of Culverts Survey (GEI Task 3)								
Sub-task 4.1 Existing Conditions of Culverts Survey (GEI Task 3)	Technical memo	9/1/2023	1/31/2024	\$ 7,275.00	\$ -	\$ 2,425.00	\$ 2,425.00	\$9,700.00
Total Task 4 Cost				\$ 7,275.00	\$ -	\$ 2,425.00	\$ 2,425.00	\$9,700.00
Task 5: Flood Vulnerability Study (GEI Task 5)								
Sub-task 5.1 GIS Data Compilation (GEI task 5.1)	Digital GIS files	9/1/2023	3/31/2024	\$ 3,225.00	\$ -	\$ 1,075.00	\$ 1,075.00	\$4,300.00
Sub-task 5.2 Merrimack River Flood Risk Analysis (GEI Task 5.2)	Report with inundation maps	9/1/2023	3/31/2024	\$ 20,775.00	\$ -	\$ 6,925.00	\$ 6,925.00	\$27,700.00
Sub-task 5.3 River Road Flood Risk Analysis (GEI Task 5.3)	Technical memo	9/1/2023	3/31/2024	\$ 15,225.00	\$ -	\$ 5,075.00	\$ 5,075.00	\$20,300.00
Total Task 5 Cost				\$ 39,225.00	\$ -	\$ 13,075.00	\$ 13,075.00	\$52,300.00
Task 6: Shoreline Stabilization Options and Locations (GEI Task 7)								
Sub-task 6.1 Shoreline Stabilization Options and Locations (GEI Task 7)	Technical memo	2/1/2024	5/31/2024	\$ 11,700.00	\$ -	\$ 3,900.00	\$ 3,900.00	\$15,600.00
Total Task 6 Cost				\$ 11,700.00	\$ -	\$ 3,900.00	\$ 3,900.00	\$15,600.00
Task 7: Infrastructure Flood Adaptation Options (GEI Task 8)								
Sub-task 7.1 Infrastructure Flood Adaptation Options (GEI Task 8)	Technical memo	2/1/2024	5/31/2024	\$ 13,500.00	\$ -	\$ 4,500.00	\$ 4,500.00	\$18,000.00
Total Task 7 Cost				\$ 13,500.00	\$ -	\$ 4,500.00	\$ 4,500.00	\$18,000.00
Task 8: Final Report and Continuing Webpage Development (GEI Task 10)								
Sub-task 8.1 Final Report (GEI Task 10.1)	Draft Report, Final Report	4/1/2024	6/30/2024	\$ 11,475.00	\$ -	\$ 3,825.00	\$ 3,825.00	\$15,300.00
Sub-task 8.2 Continuing Webpage Development (GEI Task 10.2)	Updated Webpage URL	4/1/2024	6/30/2024	\$ 1,650.00	\$ -	\$ 550.00	\$ 550.00	\$2,200.00
Total Task 8 Cost				\$ 13,125.00	\$ -	\$ 4,375.00	\$ 4,375.00	\$17,500.00
TOTAL PROJECT COST FY24				\$ 150,000.00	\$ 25,000.00	\$ 50,000.00	\$ 75,000.00	\$ 225,000.00
TOTAL PROJECT COST OVERALL				\$ 150,000.00	\$ 25,000.00	\$ 50,000.00	\$ 75,000.00	\$ 225,000.00

*Note: In-Kind Match is a minimum estimate only. Full costs with specific pay rates and documented hours will be tracked throughout the project.

Match

33.33%

Town Manager

From: Merrill, Pamela (DEP) <pamela.merrill@mass.gov>
Sent: Friday, August 18, 2023 2:52 PM
To: Conservation; Paul Seigny; Town Manager; [REDACTED]
Subject: ACCEPTANCE OF APPEAL & NOTICE OF SITE VISIT- 0 Main St, West Newbury (DEP File # 078-0763)
Attachments: ACCEPTANCE OF APPEAL & SV LTR, 0 Main Street, West Newbury #078-0763.pdf
Importance: High

Good afternoon, all,

Attached please the Acceptance of Appeal & Notice of Site Visit letter regarding the project located off Main Street, West Newbury. In preparation of issuing a Superseding Order of Conditions (“SOC”), the MassDEP Wetlands Program has scheduled a **site visit at 11:30 a.m. on Wednesday, September 6, 2023.**

Should you have any questions about the upcoming site visit, please do not hesitate to contact me at 857.772.6982 or by email.

Best,
Pam

Pamela Merrill
Environmental Analyst
MassDEP Wetlands Program
150 Presidential Way, Woburn, MA 01801
c: 857.772.6982
pamela.merrill@mass.gov



Department of Environmental Protection

Northeast Regional Office • 150 Presidential Way Woburn, MA 01801 • 978-694-3200

Maura T. Healey
Governor

Kimberley Driscoll
Lieutenant Governor

Rebecca L. Tepper
Secretary

Bonnie Heiple
Commissioner

VIA EMAIL

August 18, 2023

Ms. Sandra Raymond
[REDACTED]
West Newbury, MA 01985
[REDACTED]

RE: WETLANDS/WEST NEWBURY
DEP File #078-0763
0 Main Street
**ACCEPTANCE OF APPEAL
& NOTICE OF SITE VISIT**

Dear Ms. Raymond:

The Northeast Regional Office of the Massachusetts Department of Environmental Wetlands Program (“MassDEP”) is in receipt of your appeal that was filed on July 25, 2023, regarding the project referenced above, and has accepted your appeal. In accordance with the provisions of the Wetlands Protection Act, Massachusetts General Laws, Chapter 131, § 40, and in preparation for the issuance of a Superseding Order of Conditions (“SOC”), MassDEP has scheduled a site visit on **Wednesday, June 6, 2023, at 11:30 a.m.** to review the site and informally discuss the issues relevant to this appeal. The purpose of this site visit is to determine if the areas are significant to the interests of the Wetlands Protection Act and to informally discuss those issues relevant to this appeal.

No activity shall commence on any portion of the project site subject to the jurisdiction of M.G.L. Chapter 131, § 40, until MassDEP issues a SOC, and all appeal periods have elapsed.

Should you have any questions regarding this matter, please contact by email at pamela.merrill@mass.gov.

Sincerely,

Pamela A. Merrill
Environmental Analyst
Wetlands Program- NERO

0 Main Street, West Newbury
DEP File No.: 078-0763
Acceptance of Appeal & Notice of Site Visit

e-cc: Angus Jennings, Town Manager, Town of West Newbury, Town Hall, 381 Main Street,
West Newbury, MA 01985 townmanager@wnewbury.org

Paul Sevigny, Town of West Newbury Board of Health, Town Hall, 381 Main Street,
West Newbury, MA 01985 psevigny@wnewbury.org

West Newbury Conservation Commission, Town Hall, Town Hall, 381 Main Street,
West Newbury, MA 01985 conservation@wnewbury.org

TOWN



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
**Request for Departmental Action Fee
Transmittal Form**
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

DEP File Number: **4**
78-763
Provided by DEP

A. Request Information

1. Location of Project

a. Street Address 0-Main St. #487
b. City/Town, Zip West Newbury MA 01985
c. Check number #487 d. Fee amount \$245.00

2. Person or party making request (if appropriate, name the citizen group's representative):

Sandra J. Raymond
Mailing Address [Redacted]
West Newbury State MA Zip Code 01985
Phone Number [Redacted] Fax Number [Redacted]

3. Applicant (as shown on Determination of Applicability (Form 2), Order of Resource Area Delineation (Form 4B), Order of Conditions (Form 5), Restoration Order of Conditions (Form 5A), or Notice of Non-Significance (Form 6)):

Town West Newbury c/o Angus Jennings
Name
351 Main St
Mailing Address
West Newbury State MA Zip Code 01985
Phone Number _____ Fax Number _____ Email Address _____

4. DEP File Number:

78-763

B. Instructions

1. When the Departmental action request is for (check one):

- Superseding Order of Conditions – Fee: \$120.00 (single family house projects) or \$245 (all other projects)
- Superseding Determination of Applicability – Fee: \$120
- Superseding Order of Resource Area Delineation – Fee: \$120

Send this form and check or money order, payable to the Commonwealth of Massachusetts, to:

Department of Environmental Protection
Box 4062
Boston, MA 02211

REQUEST FOR SUPERSEDING ORDER OF CONDITIONS
WEST NEWBURY, MA - MA DEP FILE # 78-763
APPLICANT: A. JENNINGS/ TOWN OF WEST NEWBURY ("TOWN")

Scope of work: Installation of Pond leveler

Site History:

In approximately 1956, Albert Macey, constructed a ski tow at "Brake Hill", West Newbury, proximate to "Macey's pond" ("Pond). Macey erected a small sluice dam to raise the water level in the pond. Due to the topography and the abutting Rte. 113, the increased pond area was to serve as a run out for the ski-tow and allow for skating. (See attached.).

1. In 1972, Macey subdivided the property surrounding the Pond and removed the boards in the sluice dam allowing the water to return to its natural level. (See attached photos).
2. The Wetlands Protection Act was passed in 1972, consequently, the only lot developed was #27 Main St, my residence for the past 46 years.
3. The pond is fed by two intermittent streams and run off from Brake Hill.
4. Behind the dam, proximate to Rte. 113 is a grated culvert and headwall. The culvert traverses Rte. 113. eventually ending in the Merrimack River.
5. At some time prior to the 2001 below instance, the Town acquired the Property containing Macey's Pond
6. The water level in said pond reaches the 1972 level only when impounded.
7. ***Clearly, the impounded water level and the natural water level are not the same.***

Beaver Issues:

On three documented occasions, beaver have occupied the pond resulting in the generalized destruction associated with their activity and causing significant damage each time.

1. In 2001 Beaver blocked the culvert, resulting in road flooding, culvert replacement and the flooding of my property with destruction of numerous trees and shrubs.
2. 2005 was the next occurrence and also resulted in an Emergency filing by Mass Highway for dam breaching and beaver trapping.
3. Again, my property was flooded and damaged. Beaver built their lodge directly under my deck/home which is built on a slab raises questions of structural damage.
4. In it's May 24, 2005, issuance of a trapping permit, the BOH states the ***"integrity of the sidewalk, downed trees blocking the sidewalk, potential for traffic accident on Rte. 113 and health concerns"*** as rationale for granting the permit." Those conditions are ongoing and are not abated by a Pond Leveler.
5. In a subsequent correspondence dated May 25, 2005, Mass Highway files a request for an emergency permit ***for removal of the Town owned sluice dam, citing it as a public safety and health danger.***
6. The Town took no action on that request despite the danger cited.
7. Likewise, for each of the above incidents, Raymond applied for trapping permits which were consistently denied by Sevigny. (BOH/town).

8. Only when the flooding reached crisis proportion and resulting in additional damage and only responsive to the State filing requests for Emergency Work did Sevigny respond affirmatively.
9. The next occurrence is 2022 when Appellant notes beaver activity including dam building and rising water.
10. Based on the prior history of denials and recognizing the Town does not have a right to maintain a nuisance, hazardous condition on its property, Raymond requested that the Selectmen address the problem.
11. On December 12 2022 a trapping permit was issued and Mass Highway was authorized to remove accumulated sediment at the entrance to the culvert.
12. As of this date and **despite the issuance of the permit, beaver remain in the pond** and the water level is presently at a +50 year high.

Municipal Issues:

1. At no time in the past 46 years has the Town/State maintained said dam/culvert opening. Minor routine maintenance such as clearing the spillway after significant damage has ever occurred without direct intervention from Raymond.
2. Despite entreaties to the Town and filing of requisite permit application each instance has been allowed to reach crisis proportion before appropriate action is taken.
3. In March of this year, Mass Highway removed a significant portion of the banking between the sluice dam and the headwall, leaving a raw, unvegetated area and violating the WPA.
4. Raymond filed a request for Enforcement with both DEP and the ConCom which remains unaddressed.
5. The carving out of the banking and subsequent filing of the pond leveling application give rise to reasonable speculation that a "pond leveler" was a mutually agreed upon solution between town and state prior to Mass Highways destruction of the banking.
6. Mass Highway has submitted no NOI to address restoration to the area despite its statutory obligation to do so. The prior Emergency permit has expired and was limited in scope.
7. The dual municipalities are reminded that it is a core government function to protect the health and safety of **its residents**, not to protect the inappropriate or unlawful actions of it's own or other agencies.

Appeal Issues:

1. Installation of a pond leveler is inappropriate at this location. It does not address the issues of health or safety raised in prior filings including but not limited to: tree destruction/falling on public thoroughfares, damage to public sidewalks, lodge building and other intrusions onto Raymond property.
2. There are no supporting calculations for the placement of a pond leveler.
3. Prior to the heightened water level caused by the impoundment the pond and for the past 50 years, said pond was surrounded by lush **Bordering Vegetated Wetlands** creating an approximate 200ft. buffer between Raymond lot and open water. (See attached photos).

4. Maintaining the 1972 water level has destroyed all the surrounding BVW, without compensation or mitigation, and which is significant to the interest of the WPA.
5. Bordering Land subject to Flooding - Loss of flood storage capacity: The impounded 1972 water level has resulted in a loss of flood storage capacity significant both to The WPA and as a barrier to flood protection for my property.
6. With the exception of my property, surrounding topography is hillside leaving my property significantly vulnerable to flooding particularly in this era of climate change.
7. Loss of flood storage capacity is without mitigation.
8. Raymond consulted with Dave Wattles, project leader of Black bear/furbearing animals at Mass Fish and Wildlife in Westborough. Mr. Wattles expressed that pond levers are an appropriate solution when beaver continuously re-occupy an area: i.e., **every year or every other year**. Noting the approximate 17-year gap in beaver activity, Mr. Wattles further opined that the appropriate solution in this case was for the Town to complete the trapping and breaching authorized in December.

CONCLUSION:

Both the Town/State have failed to properly monitor or maintain its property known as Macey's Pond allowing for extensive damage to adjoining roadways, sidewalk, trees, and private property. Said damage includes extensive loss to BVW and Flood storage capacity. The Town has repeatedly denied Raymond the ability to address the situation. The State has failed to submit any additional filings despite its statutory obligation to do so having destroyed a significant portion of the area.

Use of a Pond Leveler is an expedient solution designed to facilitate interests of Town/State Administrative bodies. It does not address the interests of the Wetlands Protection Act or the interests of the residents they are purported to protect.

For all of the above stated, I am requesting that the Department issue a superseding order denying the approval of application #78-763.

Sandra J. Raymond



West Newbury, MA

CERTIFICATION OF SERVICE

I, the above signed Sandra J. Raymond, do hereby certify that I hand delivered to the Town of West Newbury and its Conservation Commission a copy of the DEP Request for Superseding Order and attachments.

Date:



**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

May 25, 2005

Paul Sevigny, Agent
Board of Health
381 Main Street
West Newbury, MA 01985

Dear Mr. Sevigny:

This letter is related to the emergency action taken last night at the culvert on Route 113 at the Pentucket Regional School due to the beaver dam in the pond across the street from the school. MassHighway (MHD) has determined that the dam is a danger to public safety from the excess water built up behind the dam. This water could undermine the road structure causing a washout. In addition to the safety issue, public health is also a concern with the dam so close to the sidewalk in front of the school where beavers carry various diseases transferable to humans.

MHD is requesting an emergency permit to remove the dam structure from the culvert entrance and restore the pond to its original level. The invert elevation of the weir at the culvert was set with the cooperation of the Board of Health, the Conservation Commission and MHD during a similar incident in August of 2001 at which time the entire culvert had to be replaced. The removal of this dam will not impact existing wetlands as it is new and has created a flooding situation in an upland area.

Thank you in advance for your assistance in this important matter. If you have any questions regarding this issue, please call Robert L. Boone, District Environmental Engineer at (781) 641-8472.

Sincerely,

Paul D. Leavenworth
 Patricia A. Leavenworth, PE
 District Highway Director

PAL/rib

cc: P. Stedman
 J. Hayden
 BMF

Massachusetts Highway Department • District 4 • 519 Appleton Street, Arlington, MA 02476 • (781) 641-8300

Town Manager

From: Town Manager
Sent: Friday, August 18, 2023 4:05 PM
To: Mark Marlowe; WNWater
Cc: Walsh, Jennifer; Bob Janes [REDACTED]; Jack Duggan [REDACTED]
[REDACTED] Corcoran, Larry; Selectboard
Subject: Correspondence w MassDOR re water budget/revenues

Mark/Jodi/BOWC,

Following from last Thursday's BOWC mtg, it sounds like the BOWC's intent – in order to ensure FY24 water operating budget is fully funded – is to bring forward an article at the Fall STM to reduce the operating budget (and perhaps also to authorize transfer from Retained Earnings to cover any remaining gap). The approved FY24 water budget is ~\$1.06M.

I asked Jenny to reach out to MassDOR just to be sure that, as this work is done, we arrive at a balance between budgeted expenses and projected revenues that will be acceptable to MassDOR when the time comes to get our FY24 tax rate certified (generally, late Nov/early Dec).

Please see correspondence below. Based on this, it sounds like a budget reduction of \$70k – or a combination of budget reduction plus transfer of Retained Earnings equaling or exceeding \$70k – is the magic number. If Jenny learns anything new from MassDOR we'll be back in touch, but I wanted to share this latest update.

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: Town Accountant <townaccountant@wnewbury.org>
Sent: Wednesday, August 16, 2023 11:51 AM
To: Town Manager <townmanager@wnewbury.org>
Subject: FW: Tax Recap **EXTERNAL EMAIL**

FYI. My inclination is to reduce user charges to 880,000 (again, this may still be high due to the amount of rain) but can wait until we hear back from Bobbi Jo...

This would result in a \$70,000 deficit that needs to be made up.

From: Colburn, Bobbi J. (DOR) <colburnb@dor.state.ma.us>
Sent: Wednesday, August 16, 2023 11:44 AM
To: Town Accountant <townaccountant@wnewbury.org>
Subject: RE: Tax Recap **EXTERNAL EMAIL**

Hi Jenny,

Generally, any increase to enterprise revenues over the prior year's actuals needs to have supporting documentation. I see that the revenue estimates for User Charges and Misc Revenue are increasing, but you say they did not raise rates. What makes the town think that the higher revenue will come in over what was received in FY23? I will run this by my supervisor, but he is at an offsite meeting today, so he won't look at it until tomorrow at the earliest.

Bobbi

From: Town Accountant <townaccountant@wnewbury.org>
Sent: Wednesday, August 16, 2023 11:31 AM
To: Colburn, Bobbi J. (DOR) <colburnb@dor.state.ma.us>
Subject: RE: Tax Recap ****EXTERNAL EMAIL****

This Message Is From an External Sender

This message came from outside your organization.

Good morning, Bobbi. Sorry to bother you with this but I was hoping that you could take a look at the estimated revenues from the water department and let me know if you see this as acceptable. They did not increase their rates.

As you may recall, we had an issue with this last year. We know that the water department will need to bring an article to fall town meeting to either reduce their operating budget or supplement it with other funds, or both. Prior to that, we want to be sure estimated revenues is on track:

ENT	2020	2021	2022	2023	4-year AVG
Water Interest & Demands	3,494.54	4,158.01	5,294.89	4,421.74	4,342.30
Water User Charges	825,341.31	1,052,015.74	903,679.78	880,156.94	915,298.44
Water System Development Rev	37,500.00	6,000.00	4,500.00	12,000.00	15,000.00
Water Earnings on Investments	33,701.16	6,823.99	2,277.98	25,583.19	17,096.58
Water Miscellaneous Revenue	92,771.13	109,739.24	84,958.98	82,220.07	92,422.36
Water BAN Premium				2,997.47	2,997.47
	992,808.14	1,178,736.98	1,000,711.63	1,007,379.41	1,044,159.67

As always, thank you for your help.

Best,
 Jenny